

**GROUND TRANSPORTATION PERMIT # 6222020006  
FOR  
OFF-AIRPORT VEHICLE PARKING PROVIDERS  
AT  
KANSAS CITY INTERNATIONAL AIRPORT**

THIS PERMIT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between CITY OF KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, ("City"), and TRUEPARKINGS KC, LLC ("Permittee").

City operates and maintains a municipal airport known as Kansas City International Airport in Platte County, Missouri ("Airport"); and

Permittee is an Off-Airport Parking Lot Operator that provides vehicle parking services at a site located off the Airport; and

Permittee causes its vehicle parking customers to be picked-up and dropped off at Airport terminals by vehicles that are owned by, leased by, used by or at the request of, or procured by or at the request of Permittee; and

Permittee thereby makes commercial use of the Airport and Airport patrons; and

City is authorized by Section 305.210 RSMo and Chapter 6 of the City Code of Ordinances to impose fees for the commercial use of the Airport.

**ARTICLE I  
DEFINITIONS**

- |                    |   |
|--------------------|---|
| "Airport" or "KCI" | means Kansas City International Airport located in Kansas City, Platte County, Missouri.  |
| "Airport Customer" | means any person or entity that uses Permittee's off-airport parking services and Permittee's ground transportation service, whether such ground transportation service is owned by, leased by, used by or at the request of, or procured by or at the request of the Permittee to and from the Airport.  |
| "Director"         | means the City's Director of Aviation and his designee.   |
| "Parking Revenue"  | means the total amount actually charged to all Airport Customers by Permittee (whether cash or credit and whether or not actually received by Permittee) for parking at Permittee's off-airport parking operation. "Parking Revenue" does not include any sales tax separately stated and collected from Airport Customers in an amount that actually has been levied or charged by and paid to any competent governmental authority. |
| "Terminals"        | means the airline terminals at KCI on Amsterdam Circle, Rome Circle and Beirut Circle.  |

“Vehicle”

means any form of transportation traveling on streets, roads, or highways that is owned by, leased by, used by or at the request of, or procured by or at the request of Permittee, its agents, employees, officers, contractors, or subcontractors for the purpose of transporting Airport Customers to or from the Airport, whether the transportation is for hire or provided without charge.

## ARTICLE II TERM OF PERMIT

**Sec. 2.1. Term of Permit.** This Permit begins at 12:01 a.m. on March 1, 2022 (“Commencement Date”) unless earlier terminated, suspended or revoked as hereinafter provided, this Permit shall remain in effect for one (1) year, provided that the Permittee has performed to the reasonable satisfaction of City as required herein, and shall, after said initial period, automatically be renewed for successive periods of one (1) year each, upon the same terms and conditions hereof, unless terminated by either party as provided for hereafter. Permit is not eligible for renewal unless Permittee is in compliance with all terms and conditions of this Permit, including payment of all fees, interest and charges due.

**Sec. 2.2. Termination for Convenience.** Either party, if not in default hereunder, may terminate this Permit for convenience without liability to the other for such termination by giving the other party thirty (30) days written notice. Provided, however, Permittee’s obligation to pay all sums due as of the date of termination shall survive such termination.

## ARTICLE III PERMITTEE USE AND PRIVILEGES

**Sec. 3.1. Permittee Rights.** City hereby grants Permittee the non-exclusive right to make commercial use of the Airport as follows:

- A. The right to pick-up and deliver Airport Customers to the Airport Terminals to and from Permittee’s off-airport parking operation by a Vehicle thereby making commercial use of Airport facilities and customers; and
- B. The right to occupy and use space at the Airport terminal commercial curbs (“Space”), only to pick-up and discharge Airport Customers.
- C. Vehicles may be operated for the transportation of Permittee’s Airport Customers as provided herein. Each Vehicle shall bear on the outside of each side the name of the company or association under which the Vehicle is being operated and the fleet number, if any or otherwise signed in conformance with Missouri law. All Vehicles and drivers must have all legally required licenses and permits.

**Sec. 3.2. Limitations on Use.** Permittee’s use of the Airport shall be limited as follows:

- A. Permittee shall not do or permit anything to be done in, on or about the Terminals, or the Airport or omit to do that which will in any way obstruct or interfere with the rights of other occupants located in, on or at the Airport or the Terminals.
- B. Permittee shall not commit, cause, maintain or permit or suffer or allow to be committed, caused, maintained, or permitted, any legal waste upon the Terminals or the Airport, nor any public or private nuisance, nor any other act or thing which may disturb the quiet enjoyment of

any other tenant, licensee, invitee, or person using or occupying any portion of the Terminals or the Airport.

C. Permittee, or any agents or employees of Permittee, shall not engage in solicitation of customers on the Airport and shall comply with all laws, including, without limitation, any rules and regulations of the Airport.

D. Vehicle drivers, employees, representatives or other agents shall not leave a Vehicle except to assist in loading baggage nor shall they enter the Terminal buildings.

E. No parking or waiting on Airport premises of Vehicles is allowed unless actively loading or unloading passengers. Vehicles may dwell at the pick-up and drop-off locations no longer than necessary for the immediate loading and unloading of customers and luggage.

F. Vehicles will pick-up or deliver only Permittee's Airport Customers and not the customer of any other person or entity without the prior written consent of the Director, not to be unreasonably withheld or delayed.

G. Vehicles will travel on the Airport only along the route prescribed by the Director or by a KCI Police Officer or KCI Airport Operations employee. City shall have the right, with no liability to Permittee, to close all or any portions of Airport roads, ways and areas at any time for any purpose.

H. Permittee shall have no right to use the trademarks, symbols, trade names or name of the Airport, either directly or indirectly, in connection with any production, promotion service, or publication or on its courtesy vehicles without the prior written consent of the Director.

**Sec. 3.3. Personnel.** All Vehicle drivers and all employees, representatives and other agents of Permittee shall conduct themselves in a professional manner and be courteous to the public, passengers and Airport employees or representatives. Obscene gestures or language, threats, physical harm or fighting on the Airport and any gambling, drinking of alcoholic beverages by on-duty personnel, possession of or being under the influence of illegal drugs or alcohol is expressly prohibited. Permittee will require Vehicle drivers to wear appropriate uniforms and company identification badges to indicate the fact and nature of their employment. Upon objection from the Director concerning the conduct or appearance of any such persons, Permittee shall immediately take all steps necessary to remove the cause of the objection.

#### **ARTICLE IV FEES AND CHARGES**

**Sec. 4.1. Permit Fees.** Permittee shall pay to the City the following fees for the privilege of coming onto the Airport and using Airport's facilities and the economic benefits derived therefrom and to reimburse the City for the costs of providing Airport services, facilities and customers to Permittee:

A. **Parking Revenue Fee:** Permittee shall pay City a Parking Revenue Fee which shall be ten percent (10%) of Permittee's Parking Revenue for the immediately preceding calendar month for each month during the term of this Permit.

**Sec. 4.2. Payment:**

A. The Parking Revenue Fee is due no later than the 15<sup>th</sup> day of the month following the month the Parking Revenue was collected.

B. Payment shall be made in legal tender of the United States and mailed to the Aviation Department, P.O. Box 844124, Kansas City, MO 64184-4124, payable to "City Treasurer".

**Sec. 4.3. Monthly Parking Revenue Report.** Concurrent with the payment of the Parking Revenue Fee, Permittee shall also furnish the Director a copy of a sworn statement of Permittee's Parking Revenues for such period which shall be signed by a responsible accounting officer of the Permittee. The statement shall be in form and substance satisfactory to the Director and shall be in sufficient detail to allow Director to verify all Parking Revenue. The report shall include the revenue received from and the number of cars parked by Permittee's Airport Customers at the off-airport parking location and shall identify any parking receipts from persons or entities who are not Airport Customers. The report shall show a breakdown by week.

**Sec. 4.4. Year End Certification.** Within 60 days after the close of each year hereunder, Permittee shall furnish to City a sworn statement certified by a responsible officer of the Permittee showing the total of Parking Revenue for the previous contract year and stating that Parking Revenue has been correctly reported in accordance with the terms of this Permit. Simultaneously with the submission of the sworn statement, Permittee shall pay to City any additional fees due to City hereunder for such preceding year over and above the amount reported and paid monthly. If Permittee has paid City an amount in excess of that due hereunder, City, at its option, shall credit Permittee the excess against payment next due, if any, or shall refund such excess to Permittee.

**Sec. 4.5. Late Payments.** Permittee shall pay a late payment fee equal to one and one-half percent (1.5%) per month of any payment of the Parking Revenue Fee or any other fee or charges due hereunder received after the due date thereof. Assessment of the late payment fee is in addition to any other remedies the City may have under this Permit, at law or in equity. The obligation to pay the outstanding amounts of any fee, including the Parking Revenue Fee, or charge shall survive the suspension, revocation or termination of this Permit.

**Sec. 4.6. Performance Bond.**

A. Prior to the Commencement Date of this Permit, Permittee shall furnish a performance bond ("Bond") to City in the principal amount of \$23,000.00.

B. Such Bond shall guarantee the payment of the obligations to pay as provided herein

C. The Bond is calculated based upon ten percent (10%) of Parking Revenues generated from 80% occupancy of covered and uncovered parking spaces at the then current published daily fee for such space for 90 days.

D. The Bond shall be in a form agreeable to City and shall be kept in full force and effect during the term hereof.

E. The foregoing notwithstanding, in the event that Permittee has both (i) making commercial use of the Airport at least one (1) year; and (ii) for the previous twelve (12) months, been late no more than two (2) times in making any payments to City pursuant to this Permit, then there shall be no Bond requirement for Permittee and, in the event the City has on deposit a Bond for Permittee, the City shall return to Permittee such Bond; provided, however, that in the event that Permittee is thereafter delinquent in any twelve (12) month period more than two (2) times in making any payment to the City pursuant to this Permit, then the Bond requirement set forth

above shall be immediately reinstated and Permittee shall remit to the City within seven (7) days of receipt of written notice from the City.

**Sec. 4.7. Attorneys' Fees.** Permittee expressly agrees that in the event City institutes any suit or other legal proceedings to collect any part of this Permit, including without limitation any Parking Revenue Fee, Permittee shall pay City's reasonable attorneys' fees, costs and expenses in addition to any other sums Permittee may be required to pay

**Sec. 4.8. Records/Audit.** Permittee shall maintain and retain all records pertinent to the calculation of the Parking Revenue Fee for a term of five (5) years that shall begin after the expiration or termination of this Permit and all amendments. City shall have a right to examine or audit all such records and Permittee shall provide access to City of all such records upon ten (10) days written notice from the City.

## ARTICLE V SAFETY, CIVIL PENALTIES, THEFT

**Sec. 5.1. Civil Penalties.** Permittee agrees that it will indemnify and hold harmless City from and against, and agrees to pay or reimburse City for, any fine or civil penalty levied by the United States against City for any violation of federal airport security regulations caused by or attributable to Vehicle drivers or Permittee, its directors, officers, employees or agents. Permittee and Vehicle drivers shall observe all applicable federal, state and local laws, rules, regulations and procedures on the observation of security at airports.

**Sec. 5.2. Vandalism/Theft.** Permittee shall be solely responsible for any vandalism or theft at the Airport by Vehicle drivers, employees, representatives or other agents. City shall not be responsible for any vandalism that may occur to Vehicles.

**Sec. 5.3. Public Safety Interruptions.** City may interrupt or suspend Permittee's activities at the Airport and use of the Airport if, in City's discretion, such interruption or suspension is necessary in the interest of public safety. Permittee hereby waives any claim against City for damages or compensation should its activities be interrupted or suspended for any period for any reason.

**Sec. 5.4. Non-public Areas.** Access to aircraft aprons and any other Airport areas restricted to the public are also restricted and prohibited to Permittee.

## ARTICLE VI ENVIRONMENTAL

**Sec. 6.1. Compliance with Environmental Laws and Regulations.** Permittee hereby covenants and agrees to comply with all applicable Environmental Laws and Regulations in connection with its use of the Airport and will not transport, dispose of or release any Hazardous Materials on Airport Property. For purposes of this Permit, "Environmental Laws" means and includes all Federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.* and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 *et seq.*; the Noise Control Act, 42 U.S.C. §4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq.*, as amended by the



Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act (49 U.S.C. §9601 *et seq.*); the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §2601 *et seq.*; all Missouri State environmental protection, super lien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to and not preempted by Federal or state laws recited above or purport to regulate Hazardous Materials.

**Sec. 6.2. Hazardous Materials Definition.** For purposes of this Article, the term "Hazardous Materials" means and includes the following: any hazardous substance as defined in any Environmental Law, including any "Hazardous Waste" or "Hazardous Substance" as defined by CERCLA and the Missouri Hazardous Waste Management Law, MO.Rev.Stat. §§260.350 to 260.480 and chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200 *et seq.*

**Sec. 6.3. Duty to Notify City.** In the event of Permittee's knowledge of a release or threatened release of Hazardous Materials into the environment relating to or arising out of Permittee's use of the Airport, Permittee must notify the City by contacting the Aviation Department Environmental Manager or the Airport's Communication Center immediately after release at (816) 243-5237. In the event any written claim, demand, action or notice is made against Permittee regarding Permittee's failure or alleged failure to comply with any Environmental Laws, Permittee must notify City in writing and must provide City with copies of any written claims, demands, notices, or actions so made.

**Sec. 6.4. Environmental Indemnification.** In addition to the indemnification set forth elsewhere in this Permit, Permittee hereby indemnifies and agrees to defend and hold harmless City, its agents, partner, officer, representatives and employees, from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations or notices of violation arising from or attributable to: (i) the presence of Hazardous Materials at Airport or the subsurface thereof in excess of levels allowable by Environmental Laws or the violation of any Environmental Laws due to Permittee's management of Hazardous Materials into the environment (as environment is defined in CERCLA), or (ii) any material breach by Permittee of any of its warranties, representations or covenants in this Section provided, that, Permittee shall have no obligation under subsection (i) of this Section if the presence of Hazardous Materials at the Airport or the subsurface thereof arises from activities not under the management, control or authorization of the Permittee. Permittee's obligations hereunder will survive the termination, suspension or expiration of this Permit, and will not be affected in any way by the amount of, or the absence in any case of, covering insurance, or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting Airport or any part thereof, except that, in the event that City recovers funds from insurance carriers in connection with claims associated with (i) and (ii) above, City may not recover the same funds from Permittee.

## ARTICLE VII INSURANCE AND INDEMNIFICATION

**Sec. 7.1. Insurance.** Permittee shall procure and maintain or cause to be maintained or procured, in effect throughout the duration of this Permit insurance coverage of the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the course of the services covered by this Permit, Permittee shall supply such insurance. Policies containing a Self-Insured Retention will be unacceptable to City.

A. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

1. Severability of Interests Coverage applying to Additional Insureds
2. Contractual Liability
3. Per occurrence Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
4. No Contractual Liability Limitation Endorsement
5. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

B. Commercial Automobile Liability Insurance: with a limit of \$1,000,000.00 per occurrence, covering owned, hired and non-owned Vehicles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Permit.

**Sec. 7.2.** The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

**Sec. 7.3. Conditions of Insurance Default.** If, at any time, Permittee shall fail to maintain the insurance as required herein, City may affect such insurance by taking out policies in companies satisfactory to City. The amount of the premium or premiums paid for such insurance by City shall be payable by Permittee to City with the installment of rent next due under the terms of this Permit with interest thereon of one and one-half percent (1.5%) per month.

**Sec. 7.4. Adjustment of Claims.** Permittee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of Permittee under this Permit.

**Sec. 7.5. Increase in Coverages.** Permittee understands and agrees that Insurance coverages may be reasonably increased or added to protect City property and liability issues.

**Sec. 7.6. Subrogation.** City and Permittee hereby mutually waive all rights of subrogation against each other from any loss to the Airport premises, property, or equipment therein or affixed thereto from perils which can be insured against under the standard form of property insurance contract with extended coverage endorsement generally available in the State of Missouri at the time, whether or not the party incurring the loss has actually obtained such insurance, unless this clause would result in a loss of the insurance coverage of Permittee or City, in which case this clause shall be of no force and effect. However, the provisions of the insurance stipulations set forth in this Section shall always be in effect with regard to any subrogation claims.

**Sec. 7.7. Indemnification.** Permittee shall defend, indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Permit, caused by Permittee, its employees, agents, or subcontractors, or caused by others for whom Permittee is legally liable, in the performance of this Permit, regardless of whether

caused in whole or in part by City. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

## **ARTICLE VIII DEFAULT/REMEDIES/TERMINATION**

**Sec. 8.1. Permittee Defaults.** Each of the following will constitute a default by Permittee hereunder:

- A. Permittee's failure to pay when due, any use fees, charges or any other payments of money required to be paid by Permittee hereunder;
- B. Permittee's failing to perform or violation of any provision, covenant or condition of this Permit (other than payment of money) within 30 days after written notice or, if the cure or performance thereof reasonably requires more than 30 days to complete, Permittee's failing to begin cure or performance thereof within such thirty day period and proceed diligently to cure or completion thereafter;
- C. Use of the Airport for anything other than the use specified in the Permit;
- D. The attempted assignment or assumption of this Permit by anyone without the prior written consent of City;
- E. The suspension or revocation of any act, power, license, permit or authority that prevents Permittee from fully complying with all of the rights and obligations hereunder for any period;

**Sec. 8.2. City Defaults.** The following will constitute a default by City hereunder: City's failure to perform or violation of any provision, covenant or condition of this Permit within 30 days written notice or, if the cure or performance thereof reasonably requires more than 30 days to complete, City's failing to begin cure or performance thereof within such 30 day period and proceed diligently to cure or completion.

**Sec. 8.3. Remedies.** In the event of a default by Permittee hereunder, City can suspend or terminate this Permit and exercise any remedy available to City under law or equity, including, without limitation, injunctive relief.

## **MISCELLANEOUS ARTICLE IX**

**Sec. 9.1. Affirmative Action.** Permittee shall establish and maintain for the term of this Permit an Affirmative Action Program in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments. Permittee shall not discriminate against any employee or applicant for employment because of race, color, creed or religion, ancestry or national origin, sex, handicap or disability, age, familial status, marital status, or sexual orientation, in a manner prohibited by Chapter 38 of City's Code. City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Permittee fails, refuses or neglects to comply with the provisions of Chapter 38 of City's code, then such failure shall be deemed a total breach of this Permit and this Permit may be terminated, canceled or suspended, in whole or in part, and Permittee may be declared ineligible for any further contracts funded by City for a period of one year. This is a material term of this Permit.



**Sec. 9.2. Non-Discrimination.** Permittee agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with Permittee's use of this Permit because of race, color, religion, national origin, sex, sexual orientation, age, disability status, and/or gender identity.

**Sec. 9.3. Notices.** Except as herein otherwise expressly provided, all notices required by this Permit shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, or facsimile to the following:

City: Kansas City International Airport  
601 Brasilia Avenue  
Kansas City, Missouri 64153  
(816) 243-3100 phone  
(816) 243-3170 facsimile

Permittee: TRUEPARKINGS KC, LLC  
Att: Neel Patel, (*Insert Title*) **MANAGER**  
11530 NW Prairie View Road  
Kansas City, Missouri 64153-1124  
Office: (*Insert Number*) **816 7275624**  
Fax: (*Insert if applicable*)  
Cell: 785-215-4207  
Email: npatel@trueparkings.com

All notices are effective on the date of mailing in the U.S. mail, deposit with an overnight courier or transmission by facsimile.

**Sec. 9.4. Assumption of Risk From Flights.** Permittee agrees to voluntarily assume all risk of loss, damage or injury to the person and property of Permittee, its agents, contractors, directors, employees, officers and representatives, in or about the Airport which, during the term of this Permit, may be caused by or arise or occur in any manner:

- A. From the flight of any aircraft of any and all kinds now or hereafter flown in, through, across, or about any portion of the air space over the Airport; or
- B. From noise, vibration, currents and other effects of air, illumination, and fuel consumption, or fear thereof, arising or occurring from or during such flight, or from or during the use by aircraft of the Airport, including but not limited to, landing, storage, repair, maintenance, operation, run-up, and take-off of such aircraft, and the approach and departure of aircraft to or from the Airport.

**Sec. 9.5. Entire Permit.** This Permit, together with all attachments and exhibits (if applicable) constitute the entire Permit between the parties hereto and all other representations or statements heretofore made, verbal or written, are merged herein.

**Sec. 9.6. Governing Law.** This agreement shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Permittee: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

**Sec. 9.7. Interpretation.** City and Permittee agree that this agreement shall be construed according to its fair meaning and without regard to any presumption or other rule requiring construction of the agreement against the party causing the contract to be drafted.

**Sec. 9.8. Earnings Tax/Occupational License Clearance.** As a condition precedent to approval of this Permit, Permittee shall furnish the City sufficient proof from City's Commissioner of Revenue, dated not more than 60 days before the date furnished to the City, that it is not delinquent for any City earnings or occupational license taxes, including withholdings from its respective employees.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Permit the day and year first above written.

**PERMITTEE: TRUEPARKINGS KC, LLC**

By: Neel Patel 

Title: Manager (Insert Title)

**KANSAS CITY, MISSOURI**

\_\_\_\_\_  
By: Pat Klein  
Title: Director of Aviation

Approved as to form:

\_\_\_\_\_  
By: Charlotte Ferns

Title: Assistant City Attorney



# PERFORMANCE BOND

Project Number GROUND TRANSPORTATION PERMIT # 6222020006  
Project Title OFF-AIRPORT VEHICLE PARKING PROVIDERS  
KANSAS CITY INTERNATIONAL AIRPORT

KNOW ALL MEN BY THESE PRESENTS: That TRUEPARKINGS KC LLC, as PRINCIPAL (CONTRACTOR), and The Ohio Casualty Insurance Company, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of Twenty Three Thousand Dollars and Zero Cents Dollars (\$ 23,000.00 ) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for OFF-AIRPORT VEHICLE PARKING PROVIDERS  
KANSAS CITY INTERNATIONAL AIRPORT which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, including but not limited to liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 7th day of March, 2022.

**CONTRACTOR**

Name, address and facsimile number of Contractor  
TRUEPARKINGS KC LLC  
11530 NW Prairie View Road  
Kansas City, MO 64153  
FAX #: (816)727-5624

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: Neel Patel  
Title: Manager

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:


The Ohio Casualty Insurance Company

62 Maple Avenue

Keene, NH 03431

513-867-3624

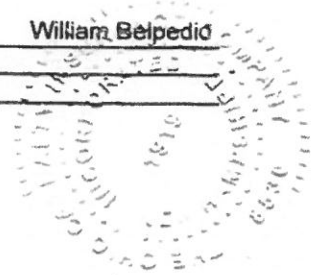
I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By:  William Belpedic

Title: Attorney In Fact

Date: March 07, 2022

(Attach seal and Power of Attorney)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202855 - 983777

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, William Belpedio, Thomas Buckner, Michael J. Herranen

all of the city of Phoenix state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of January, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY

On this 9th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Jewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of March, 2022.



By: Renee C. Jewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





**State of Missouri**  
**John R. Ashcroft, Secretary of State**  
 Corporations Division  
 PO Box 778 / 600 W. Main St., Rm. 322  
 Jefferson City, MO 65102

**LC014351520**  
**Date Filed: 1/27/2022**  
**John R. Ashcroft**  
**Missouri Secretary of State**

**Articles of Organization**

*(Submit with filing fee of \$105.00)*

1. The name of the limited liability company is  
TRUEPARKINGS KC LLC

*(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "L.L.C.," or "LLC")*

2. The purpose(s) for which the limited liability company is organized:

To Operate Parking Business in State of Missouri.

3. The name and address of the limited liability company's registered agent in Missouri is:

<u>Neel Patel</u>	<u>11530 NW Prairie View Rd</u>	<u>Kansas City, MO 64153-1124</u>
<i>Name</i>	<i>Street Address: May not use PO Box unless street address also provided</i>	<i>City/State/Zip</i>

4. The management of the limited liability company is vested in:     managers     members    *(check one)*

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Perpetual

*(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)*

6. The name(s) and street address(es) of each organizer *(PO box may only be used in addition to a physical street address):*

*(Organizer(s) are not required to be member(s), manager(s) or owner(s))*

<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>
<u>Patel, Neel</u>	<u>11530 NW Prairie View Rd</u>	<u>Kansas City MO 64153-1124</u>
<u>Patel, Mihir</u>	<u>11530 NW Prairie View Rd</u>	<u>Kansas City MO 64153-1124</u>

7.  Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:

The limited liability company gives notice that the series has limited liability.

New Series:

The limited liability company gives notice that the series has limited liability.

New Series:

The limited liability company gives notice that the series has limited liability.

*(Each separate series must also file an Attachment Form LLC 1A.)*

Name and address to return filed document:
Name: <u>Neel Patel</u>
Address: <u>Email: npatel@trueparkings.com</u>
City, State, and Zip Code: _____

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

## CERTIFICATE OF ORGANIZATION

WHEREAS,

*TRUEPARKINGS KC LLC*  
*LC014351520*

filed its Articles of Organization with this office on the 27th day of January, 2022, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 27th day of January, 2022, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this 27th day of January, 2022.

  
Secretary of State

