BOARD OF DIRECTORS MEETING

November 10, 2026

5:30 P.M.

Auburn Hills City Hall, Administrative Conference Room ● 1827 N. Squirrel Road, Auburn Hills, MI
Minutes of the TIFA Board Meeting will be on file in the City Clerk's Office ● 248-370-9402

MEETING CALLED TO ORDER

1) ROLL CALL

2) PERSONS WISHING TO BE HEARD

3) APPROVAL OF MINUTES

a) TIFA Informational Meeting Minutes – October 13, 2026

4) CORRESPONDENCE AND PRESENTATIONS

5) CONSENT AGENDA

All items listed are considered to be routine by the Tax Increment Finance Authority and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

a) FY 2026 Adopted Budget and YTD Summary – October 31, 2026

6) UNFINISHED BUSINESS

7) NEW BUSINESS

a) Downtown Paid Parking – RFP Award
b) Parking Space Lease Agreement – Auburn Square
c) Parking Space Lease Agreement – The Webster

8) EXECUTIVE DIRECTOR REPORT

9) BOARD MEMBER COMMENTS

10) ADJOURNMENT

Next Meeting is Scheduled for December 8, 2026 at 5:30 p.m.

CITY OF AUBURN HILLS
CITY COUNCIL AGENDA

MEETING DATE: OCTOBER 13, 2026 **AGENDA ITEM NO _____**

TAX INCREMENT FINANCE AUTHORITY

"Not Yet Approved"

CITY OF AUBURN HILLS
TAX INCREMENT FINANCE AUTHORITY INFORMATIONAL MEETING

November 10, 2026

CALL TO ORDER: Chairman Kneffel called the meeting to order at 5:54 PM.

ROLL CALL:	Present:	Kneffel, Goodhall, Eldredge, Cartwright, Ferro, Long
	Absent:	None
	Also Present:	None
	Guests:	Jack Ferguson, Auburn Hills City Council

LOCATION: Auburn Hills Public Safety Building, Community Room, 1899 N. Squirrel Road, Auburn Hills, MI 48326

PERSONS WISHING TO BE HEARD

None.

REVIEW OF PROJECTS COMPLETED OVER THE LAST YEAR

Mr. Hagge reviewed the list of completed TIFA projects in each TIF District in fiscal year 2026.

FISCAL YEAR 2027 PLANS

Mr. Hagge reviewed the project plans for each TIF District in fiscal year 2027.

ADJOURNMENT

Moved by Mr. Goodhall to adjourn the TIFA Informational Meeting.
Seconded by Mr. Ferro

Yes: Kneffel, Goodhall, Eldredge, Long, Ferro, Cartwright
No: none

Motion carried

The TIFA Informational Meeting adjourned at 6:07 p.m.

Steve Goodhall
Secretary of the Board

Andrew Hagge
Assistant to the City Manager

TIFA
AUBURN HILLS

TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Andrew Hagge, Assistant to the City Manager, TIFA Executive Director;

DATE: November 2, 2026

SUBJECT: FY 2026 Adopted Budget and YTD Summary – October 31, 2026

STATEMENT OF NET POSITION

TIF-A
- $2.7 million cash
- $1,135,374 million invested
  - $642,568 – MiClass
  - $492,806 – MiClass Edge

TIF-B
- $11.7 million cash
- $3.6 million invested
  - $3.6 million – MiClass Edge

TIF-D
- $4.0 million cash
- $0 invested

TIFA 85-A STATEMENT OF REVENUES AND EXPENDITURES

- Approximately 70% of budgeted revenues have been received for TIF-A in fiscal year 2026.

Property Taxes:	$937,671
Other Revenue:	$52,657
Interest:	$76,088
EV Charging Fees:	$2,838
	$1,069,254

- Approximately 31% of budgeted expenditures have been utilized for fiscal year 2026.

TIFA 85-B STATEMENT OF REVENUES AND EXPENDITURES

- Approximately 97% of budgeted revenues have been received for TIF-B in fiscal year 2026.

Property Taxes:	$1,753,147
Interest:	$281,290
	$2,034,437

- Approximately 39% of budgeted expenditures have been utilized for fiscal year 2026.

TIFA 86-D STATEMENT OF REVENUES AND EXPENDITURES

- Approximately 37% of budgeted revenues have been received for TIF-D in fiscal year 2026.

Property Taxes:	$271,668
Interest:	$80,891
EV Charging Fees:	$2,132
Event Sponsorships:	$43,000
	$397,692

- Approximately 50% of budgeted expenditures have been utilized for fiscal year 2026.

An appropriate motion is:

Move to receive and file the TIFA Financial Report for period ending October 31, 2026.

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS

Balance As Of 10/31/2026

GL Number	Description	YTD Balance 10/31/2026
Fund: 251 TIFA A		
***** Assets *****		
251-000-001.000	CASH	2,673,005.88
251-000-017.004	CASH - MICLASS	642,567.52
251-000-017.005	CASH - MICLASS EDGE	492,805.57
251-000-040.000	ACCOUNTS RECEIVABLE	0.80
251-000-062.000	Lease Receivable	45,650.00
251-000-130.000	LAND	6,336,254.47
251-000-132.000	LAND IMPROVEMENTS	5,523,510.43
251-000-133.000	ACCUM DEPREC-LAND & IMPROV	(2,956,797.92)
251-000-136.000	BLDGS, BLDG ADDITIONS AND	6,409,122.17
251-000-137.000	ACCUM DEPREC-BLDGS & ADDS & IMPROVEMNTS	(1,981,313.81)
251-000-146.000	OFFICE EQUIPMENT AND FURN	238,719.42
251-000-147.000	ACC. DEPR. - OFFICE EQUIP	(179,547.20)
251-000-159.000	MACHINERY & EQUIPMENT	167,877.38
251-000-160.000	ACCUM DEPREC-MACH & EQUIP	(129,411.82)
251-000-163.000	ROADS & INFRASTRUCTURE	17,713,486.23
251-000-164.000	ACCUM DEPREC-ROAD & INFRASTURE	(10,576,581.32)
Total Assets		24,419,347.80
***** Liabilities *****		
251-000-275.000	DUE TO TAXPAYERS	13,602.81
251-000-360.001	Deferred Inflow of Resources	45,650.00
Total Liabilities		59,252.81
***** Fund Equity *****		
251-000-390.000	FUND BALANCE	24,088,291.47
Total Fund Equity		24,088,291.47
Total Fund 251:		
TOTAL ASSETS		24,419,347.80
BEG. FUND BALANCE		24,088,291.47
+ NET OF REVENUES & EXPENDITURES		271,803.52
= ENDING FUND BALANCE		24,360,094.99
+ LIABILITIES		59,252.81
= TOTAL LIABILITIES AND FUND BALANCE		24,419,347.80

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS

Balance As Of 10/31/2026

GL Number	Description	YTD Balance 10/31/2026
Fund: 252 TIFA B		
***** Assets *****		
252-000-001.000	CASH	11,725,637.05
252-000-017.004	CASH - MICLASS	0.19
252-000-017.005	CASH - MICLASS EDGE	3,571,925.78
252-000-132.000	LAND IMPROVEMENTS	1,415,205.92
252-000-133.000	ACCUM DEPREC-LAND & IMPROV	(1,199,831.01)
252-000-158.000	CONSTRUCTION-IN-PROGRESS	352,456.78
252-000-159.000	MACHINERY & EQUIPMENT	64,200.00
252-000-160.000	ACCUM DEPREC-MACH & EQUIP	(33,360.00)
252-000-163.000	ROADS & INFRASTRUCTURE	9,772,855.05
252-000-164.000	ACCUM DEPREC-ROAD & INFRASTURE	(3,859,984.90)
Total Assets		21,809,104.86
***** Liabilities *****		
252-000-275.000	DUE TO TAXPAYERS	(45,211.96)
Total Liabilities		(45,211.96)
***** Fund Equity *****		
252-000-390.000	FUND BALANCE	22,177,348.18
Total Fund Equity		22,177,348.18
Total Fund 252:		
TOTAL ASSETS		21,809,104.86
BEG. FUND BALANCE		22,177,348.18
+ NET OF REVENUES & EXPENDITURES		(323,031.36)
= ENDING FUND BALANCE		21,854,316.82
+ LIABILITIES		(45,211.96)
= TOTAL LIABILITIES AND FUND BALANCE		21,809,104.86

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS

Balance As Of 10/31/2026

GL Number	Description	YTD Balance 10/31/2026
Fund: 253 TIFA D		
***** Assets *****		
253-000-001.000	CASH	4,057,898.02
253-000-017.004	CASH - MICLASS	1.33
253-000-019.000	TAXES RECEIVABLE	(76,579.77)
253-000-130.000	LAND	2,017,211.00
253-000-132.000	LAND IMPROVEMENTS	3,726,962.87
253-000-133.000	ACCUM DEPREC-LAND & IMPROV	(1,667,371.19)
253-000-136.000	BLDGS, BLDG ADDITIONS AND	21,064,504.40
253-000-137.000	ACCUM DEPREC-BLDGS & ADDS & IMPROVEMNTS	(11,058,029.47)
253-000-146.000	OFFICE EQUIPMENT AND FURN	25,794.03
253-000-147.000	ACC. DEPR. - OFFICE EQUIP	(20,634.55)
253-000-158.000	CONSTRUCTION-IN-PROGRESS	117,611.35
253-000-159.000	MACHINERY & EQUIPMENT	42,919.48
253-000-160.000	ACCUM DEPREC-MACH & EQUIP	(40,902.85)
253-000-163.000	ROADS & INFRASTRUCTURE	8,984,067.60
253-000-164.000	ACCUM DEPREC-ROAD & INFRASTURE	(3,198,350.27)
Total Assets		23,975,101.98
***** Liabilities *****		
253-000-211.000	RETAINAGE PAYABLE	56,817.66
253-000-214.703	DUE TO TRUST AND AGENCY	16,105.67
253-000-275.000	DUE TO TAXPAYERS	42,731.86
253-000-339.000	UNEARNED (DEFERRE) REVENUE	(76,579.77)
Total Liabilities		39,075.42
***** Fund Equity *****		
253-000-390.000	FUND BALANCE	25,528,811.06
Total Fund Equity		25,528,811.06
Total Fund 253:		
TOTAL ASSETS		23,975,101.98
BEG. FUND BALANCE		25,528,811.06
+ NET OF REVENUES & EXPENDITURES		(1,592,784.50)
= ENDING FUND BALANCE		23,936,026.56
+ LIABILITIES		39,075.42
= TOTAL LIABILITIES AND FUND BALANCE		23,975,101.98

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As Of 10/31/2026

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	2026 Original Budget	2026 Amended Budget	YTD Balance 10/31/2026	Available Balance 10/31/2026	% Bdgt Used	Account Classification
Fund: 251 TIFA A							
Account Category: Revenues							
Department: 735 TIFA A							
20	PROPERTY TAXES	945,566.00	945,566.00	937,670.82	7,895.18	99.17	
25	STATE SHARED REVENUE	192,335.00	192,335.00	0.00	192,335.00	0.00	
35	CHARGES FOR SERVICES	300.00	300.00	2,837.51	(2,537.51)	945.84	
28	INTEREST REVENUE	104,514.00	104,514.00	76,088.31	28,425.69	72.80	
39	OTHER REVENUE	80,537.00	190,303.00	52,657.40	137,645.60	27.67	
38	TRANSFERS FROM FUNDS	100,000.00	100,000.00	0.00	100,000.00	0.00	
Total Dept 735 - TIFA A		1,423,252.00	1,533,018.00	1,069,254.04	463,763.96	69.75	
Revenues		1,423,252.00	1,533,018.00	1,069,254.04	463,763.96	69.75	
Account Category: Expenditures							
Department: 735 TIFA A							
251-735-708.000-TREELIGHTING	OVERTIME WAGES	2,600.00	2,600.00	0.00	2,600.00	0.00	
251-735-715.000-TREELIGHTING	SOCIAL SECURITY	200.00	200.00	0.00	200.00	0.00	
251-735-722.000	WORKERS COMPENSATION	22.00	22.00	29.43	(7.43)	133.77	
251-735-729.000	PRINTING	1,500.00	1,500.00	0.00	1,500.00	0.00	
251-735-730.000	POSTAGE	250.00	250.00	21.96	228.04	8.78	
251-735-732.000	SOFTWARE & LICENSES SUBSCRIPTIONS	10,000.00	10,000.00	8,850.00	1,150.00	88.50	
251-735-799.000	EQUIPMENT UNDER $5,000	2,800.00	2,800.00	0.00	2,800.00	0.00	
251-735-800.199	LANDSCAPE/GEN MAINT	10,000.00	10,000.00	2,861.18	7,138.82	28.61	
251-735-802.000-CHAMBER_3395	CONTRACTED SERVICES	5,000.00	5,000.00	0.00	5,000.00	0.00	
251-735-802.000-THEDEN__3388	CONTRACTED SERVICES	5,000.00	5,000.00	3,700.50	1,299.50	74.01	
251-735-810.000	INVESTMENT MANAGEMENT FEES	425.00	425.00	19.99	405.01	4.70	
251-735-817.000	CONSULTANT SERVICES	5,000.00	5,000.00	0.00	5,000.00	0.00	
251-735-851.000-PKSTRUC_3381	TELEPHONE	1,231.00	1,231.00	1,071.27	159.73	87.02	
251-735-851.000-THEDEN__3388	TELEPHONE	0.00	0.00	1,096.74	(1,096.74)	100.00	
251-735-885.000	COMMUNITY RELATIONS	3,000.00	3,000.00	0.00	3,000.00	0.00	
251-735-885.000-TREELIGHTING	COMMUNITY RELATIONS	15,000.00	15,000.00	552.78	14,447.22	3.69	
251-735-921.000-CHAMBER_3395	ELECTRIC	2,280.00	2,280.00	1,770.76	509.24	77.66	
251-735-921.000-PKSTRUC_3381	ELECTRIC	35,000.00	35,000.00	20,235.74	14,764.26	57.82	
251-735-921.000-THEDEN__3388	ELECTRIC	2,570.00	2,570.00	984.73	1,585.27	38.32	
251-735-922.000	STREET LIGHTING	52,000.00	52,000.00	40,292.28	11,707.72	77.49	
251-735-922.000-RIVERSD_3311	STREET LIGHTING	11,000.00	11,000.00	6,374.27	4,625.73	57.95	
251-735-922.000-SKATEPRK_202	STREET LIGHTING	325.00	325.00	230.34	94.66	70.87	
251-735-923.000-CHAMBER_3395	HEAT	2,000.00	2,000.00	1,147.47	852.53	57.37	
251-735-923.000-PKSTRUC_3381	HEAT	250.00	250.00	206.13	43.87	82.45	
251-735-923.000-THEDEN__3388	HEAT	2,000.00	2,000.00	1,112.03	887.97	55.60	
251-735-924.000-CHAMBER_3395	CABLE TV SERVICES	1,600.00	1,600.00	1,299.23	300.77	81.20	
251-735-924.000-THEDEN__3388	CABLE TV SERVICES	3,200.00	3,200.00	2,327.54	872.46	72.74	
251-735-927.000-CHAMBER_3395	WATER CONSUMPTION	1,000.00	1,000.00	77.91	922.09	7.79	
251-735-927.000-FIREST1_3483	WATER CONSUMPTION	4,200.00	4,200.00	2,977.34	1,222.66	70.89	
251-735-927.000-PKSTRUC_3381	WATER CONSUMPTION	730.00	730.00	88.83	641.17	12.17	
251-735-927.000-RIVERSD_3311	WATER CONSUMPTION	27,800.00	27,800.00	18,361.79	9,438.21	66.05	
251-735-927.000-RIVERWDS_300	WATER CONSUMPTION	1,300.00	1,300.00	328.41	971.59	25.26	
251-735-927.000-THEDEN__3388	WATER CONSUMPTION	1,100.00	1,100.00	531.98	568.02	48.36	
251-735-929.000	IRRIGATION WATER AND MAINT.	45,000.00	45,000.00	32,464.67	12,535.33	72.14	
251-735-929.000-SKATEPRK_202	IRRIGATION WATER AND MAINT.	0.00	0.00	2.73	(2.73)	100.00	
251-735-931.000-CHAMBER_3395	BLDG. MAINTENANCE	6,253.00	6,253.00	3,951.64	2,301.36	63.20	

GL Number	Description	2026 Original Budget	2026 Amended Budget	YTD Balance 10/31/2026	Available Balance 10/31/2026	% Bdgt Used	Account Classification
Fund: 251 TIFA A							
Account Category: Expenditures							
Department: 735 TIFA A							
251-735-931.000-PKSTRUC_3381	BLDG. MAINTENANCE	10,000.00	10,000.00	5,690.99	4,309.01	56.91	
251-735-931.000-THEDEN__3388	BLDG. MAINTENANCE	2,000.00	2,000.00	3,814.13	(1,814.13)	190.71	
251-735-933.000-THEDEN__3388	EQUIPMENT MAINTENANCE	0.00	0.00	375.00	(375.00)	100.00	
251-735-935.005	BRIDGE REPAIRS AND MAINTENANCE	3,500.00	3,500.00	0.00	3,500.00	0.00	
251-735-937.000	PARKING LOT MAINTENANCE	2,500.00	2,500.00	0.00	2,500.00	0.00	
251-735-937.001	PATHWAY MAINTENANCE	10,000.00	81,000.00	83,242.40	(2,242.40)	102.77	
251-735-937.003	SIDEWALK MAINTENANCE	10,000.00	10,000.00	3,008.00	6,992.00	30.08	
251-735-957.000	MISC/CONTINGENCY	1,000.00	1,000.00	150.28	849.72	15.03	
251-735-957.002	LIABILITY INSURANCE	7,642.00	7,642.00	7,612.00	30.00	99.61	
251-735-959.000	PROPERTY TAXES	2,000.00	2,000.00	10,415.24	(8,415.24)	520.76	
251-735-967.100	SITE IMPROVEMENT GRANTS	100,000.00	200,000.00	0.00	200,000.00	0.00	
251-735-972.000	LAND AND IMPROVEMENTS	100,000.00	100,000.00	0.00	100,000.00	0.00	
251-735-975.000	BLDG. ADDITIONS & IMPROVEMENTS	25,000.00	25,000.00	0.00	25,000.00	0.00	
251-735-975.000-THEDEN__3388	BLDG. ADDITIONS & IMPROVEMENTS	350,000.00	461,860.00	418,742.81	43,117.19	90.66	
251-735-995.004	ADMINISTRATIVE CHARGES	64,878.00	64,878.00	70,864.00	(5,986.00)	109.23	
251-735-995.007	INTERFUND SERVICES	42,255.00	42,255.00	40,566.00	1,689.00	96.00	
251-735-995.101	TRANSFER TO GENERAL FUND	0.00	757,096.00	0.00	757,096.00	0.00	
251-735-995.101-PKSTRUC_3381	TRANSFER TO GENERAL FUND	3,000,000.00	500,000.00	0.00	500,000.00	0.00	
Total Dept 735 - TIFA A		3,992,411.00	2,532,367.00	797,450.52	1,734,916.48	31.49	
Expenditures		3,992,411.00	2,532,367.00	797,450.52	1,734,916.48	31.49	
Fund 251 - TIFA A:							
TOTAL REVENUES		1,423,252.00	1,533,018.00	1,069,254.04	463,763.96	69.75	
TOTAL EXPENDITURES		3,992,411.00	2,532,367.00	797,450.52	1,734,916.48	31.49	
NET OF REVENUES & EXPENDITURES:		(2,569,159.00)	(999,349.00)	271,803.52	(1,271,152.52)		

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As Of 10/31/2026

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	2026 Original Budget	2026 Amended Budget	YTD Balance 10/31/2026	Available Balance 10/31/2026	% Bdgt Used	Account Classification
Fund: 252 TIFA B							
Account Category: Revenues							
Department: 736 TIFA B							
20	PROPERTY TAXES	1,754,202.00	1,754,202.00	1,753,147.08	1,054.92	99.94	
25	STATE SHARED REVENUE	81,340.00	81,340.00	0.00	81,340.00	0.00	
28	INTEREST REVENUE	261,862.00	261,862.00	281,290.15	(19,428.15)	107.42	
Total Dept 736 - TIFA B		2,097,404.00	2,097,404.00	2,034,437.23	62,966.77	97.00	
Revenues		2,097,404.00	2,097,404.00	2,034,437.23	62,966.77	97.00	
Account Category: Expenditures							
Department: 736 TIFA B							
252-736-732.000	SOFTWARE & LICENSES SUBSCRIPTIONS	30,000.00	30,000.00	0.00	30,000.00	0.00	
252-736-800.199	LANDSCAPE/GEN MAINT	10,000.00	10,000.00	0.00	10,000.00	0.00	
252-736-810.000	INVESTMENT MANAGEMENT FEES	6,700.00	6,700.00	427.60	6,272.40	6.38	
252-736-885.000	COMMUNITY RELATIONS	16,000.00	16,000.00	5,253.46	10,746.54	32.83	
252-736-901.000	ADVERTISING/MARKETING	1,000.00	1,000.00	0.00	1,000.00	0.00	
252-736-922.000	STREET LIGHTING	12,500.00	12,500.00	8,831.46	3,668.54	70.65	
252-736-929.000	IRRIGATION WATER AND MAINT.	40,000.00	40,000.00	27,258.60	12,741.40	68.15	
252-736-957.000	MISC/CONTINGENCY	500.00	500.00	0.00	500.00	0.00	
252-736-967.100	SITE IMPROVEMENT GRANTS	100,000.00	435,240.90	335,191.42	100,049.48	77.01	
252-736-972.000	LAND AND IMPROVEMENTS	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	
252-736-972.000-EXECUTIVESAD	LAND AND IMPROVEMENTS	0.00	154,019.22	231,061.71	(77,042.49)	150.02	
252-736-973.005	NON MOTORIZED PATHWAYS	10,000.00	10,000.00	0.00	10,000.00	0.00	
252-736-995.004	ADMINISTRATIVE CHARGES	30,086.00	30,086.00	29,257.00	829.00	97.24	
252-736-995.007	INTERFUND SERVICES	38,295.00	38,295.00	91,782.00	(53,487.00)	239.67	
252-736-995.101	TRANSFER TO GENERAL FUND	109,875.00	109,875.00	58,393.20	51,481.80	53.15	
252-736-995.203-CENTRERD_SAD	TRANSFER TO LOCAL STREETS	1,200,000.00	1,200,000.00	994,989.25	205,010.75	82.92	
252-736-995.203-EXECUTIVESAD	TRANSFER TO LOCAL STREETS	0.00	1,038,817.22	21,064.27	1,017,752.95	2.03	
252-736-995.203-INNOVATION	TRANSFER TO LOCAL STREETS	550,000.00	550,000.00	461,225.69	88,774.31	83.86	
252-736-995.301	TRANSFER TO PATROL DEPT	386,622.00	386,622.00	92,732.93	293,889.07	23.99	
Total Dept 736 - TIFA B		4,541,578.00	6,069,655.34	2,357,468.59	3,712,186.75	38.84	
Expenditures		4,541,578.00	6,069,655.34	2,357,468.59	3,712,186.75	38.84	
Fund 252 - TIFA B:							
TOTAL REVENUES		2,097,404.00	2,097,404.00	2,034,437.23	62,966.77	97.00	
TOTAL EXPENDITURES		4,541,578.00	6,069,655.34	2,357,468.59	3,712,186.75	38.84	
NET OF REVENUES & EXPENDITURES:		(2,444,174.00)	(3,972,251.34)	(323,031.36)	(3,649,219.98)		

GL Number	Description	2026 Original Budget	2026 Amended Budget	YTD Balance 10/31/2026	Available Balance 10/31/2026	% Bdgt Used	Account Classification
Fund: 253 TIFA D							
Account Category: Revenues							
Department: 737 TIFA D							
20	PROPERTY TAXES	358,906.00	358,906.00	271,668.34	87,237.66	75.69	
25	STATE SHARED REVENUE	587,927.00	587,927.00	0.00	587,927.00	0.00	
35	CHARGES FOR SERVICES	500.00	500.00	2,131.93	(1,631.93)	426.39	
28	INTEREST REVENUE	76,932.00	76,932.00	80,891.42	(3,959.42)	105.15	
39	OTHER REVENUE	0.00	43,000.00	43,000.00	0.00	100.00	
Total Dept 737 - TIFA D		1,024,265.00	1,067,265.00	397,691.69	669,573.31	37.26	
Revenues		1,024,265.00	1,067,265.00	397,691.69	669,573.31	37.26	
Account Category: Expenditures							
Department: 737 TIFA D							
253-737-703.000	WAGES - TEMPORARY & PART-TIME	24,000.00	24,000.00	25,548.84	(1,548.84)	106.45	
253-737-715.000	SOCIAL SECURITY	1,836.00	1,836.00	1,954.49	(118.49)	106.45	
253-737-720.000	PENSION DC	0.00	0.00	412.86	(412.86)	100.00	
253-737-799.000	EQUIPMENT UNDER $5,000	45,000.00	49,240.26	34,718.26	14,522.00	70.51	
253-737-800.199	LANDSCAPE/GEN MAINT	6,000.00	6,000.00	8,945.60	(2,945.60)	149.09	
253-737-810.000	INVESTMENT MANAGEMENT FEES	1,500.00	1,500.00	85.15	1,414.85	5.68	
253-737-885.000	COMMUNITY RELATIONS	2,000.00	70,000.00	60,845.69	9,154.31	86.92	
253-737-922.000	STREET LIGHTING	75,000.00	75,000.00	66,932.21	8,067.79	89.24	
253-737-927.000	WATER CONSUMPTION	350.00	350.00	1,505.38	(1,155.38)	430.11	
253-737-927.000-2458ESEYBURN	WATER CONSUMPTION	0.00	0.00	52.32	(52.32)	100.00	
253-737-927.000-ADMBLDG_1827	WATER CONSUMPTION	6,000.00	6,000.00	3,650.93	2,349.07	60.85	
253-737-927.000-FIREADM_3410	WATER CONSUMPTION	300.00	300.00	242.33	57.67	80.78	
253-737-927.000-LIBRARY_3400	WATER CONSUMPTION	4,000.00	4,000.00	2,167.14	1,832.86	54.18	
253-737-927.000-SEYBURN MNSN	WATER CONSUMPTION	8,000.00	8,000.00	6,358.92	1,641.08	79.49	
253-737-927.000-SPORTFD_1800	WATER CONSUMPTION	8,000.00	8,000.00	7,283.01	716.99	91.04	
253-737-929.000	IRRIGATION WATER AND MAINT.	50,000.00	50,000.00	45,108.46	4,891.54	90.22	
253-737-931.000	BLDG. MAINTENANCE	0.00	0.00	2,266.21	(2,266.21)	100.00	
253-737-931.000-ADMBLDG_1827	BLDG. MAINTENANCE	275,000.00	275,000.00	33,901.13	241,098.87	12.33	
253-737-931.000-COMMCTR_3350	BLDG. MAINTENANCE	0.00	0.00	3,389.17	(3,389.17)	100.00	
253-737-931.001-SPORTFD_1800	PARK MAINTENANCE	0.00	16,000.00	15,085.00	915.00	94.28	
253-737-935.000	ROAD MAINTENANCE	25,000.00	25,000.00	0.00	25,000.00	0.00	
253-737-937.000	PARKING LOT MAINTENANCE	1,200,000.00	726,197.40	377,135.08	349,062.32	51.93	
253-737-937.003	SIDEWALK MAINTENANCE	5,000.00	5,000.00	0.00	5,000.00	0.00	
253-737-957.000	MISC/CONTINGENCY	150.00	150.00	0.00	150.00	0.00	
253-737-957.002	LIABILITY INSURANCE	270.00	270.00	284.00	(14.00)	105.19	
253-737-972.000	LAND AND IMPROVEMENTS	900,000.00	2,020,151.90	1,149,076.26	871,075.64	56.88	
253-737-972.000-CAMPUSSIGNXX	LAND AND IMPROVEMENTS	150,000.00	150,000.00	0.00	150,000.00	0.00	
253-737-977.000	MACHINERY & EQUIPMENT	12,000.00	12,000.00	18,750.00	(6,750.00)	156.25	
253-737-995.004	ADMINISTRATIVE CHARGES	26,080.00	26,080.00	75,301.00	(49,221.00)	288.73	
253-737-995.007	INTERFUND SERVICES	10,938.00	10,938.00	20,316.00	(9,378.00)	185.74	
253-737-995.203-SEYBURNDRIVE	TRANSFER TO LOCAL STREETS	425,000.00	397,264.93	29,160.75	368,104.18	7.34	
Total Dept 737 - TIFA D		3,261,424.00	3,968,278.49	1,990,476.19	1,977,802.30	50.16	
Expenditures		3,261,424.00	3,968,278.49	1,990,476.19	1,977,802.30	50.16	
Fund 253 - TIFA D:							
TOTAL REVENUES		1,024,265.00	1,067,265.00	397,691.69	669,573.31	37.26	

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As Of 10/31/2026

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	2026 Original Budget	2026 Amended Budget	YTD Balance 10/31/2026	Available Balance 10/31/2026	% Bdgt Used	Account Classification
Fund: 253 TIFA D							
TOTAL EXPENDITURES		3,261,424.00	3,968,278.49	1,990,476.19	1,977,802.30	50.16	
NET OF REVENUES & EXPENDITURES:		(2,237,159.00)	(2,901,013.49)	(1,592,784.50)	(1,308,228.99)		
Report Totals:							
TOTAL REVENUES - ALL FUNDS		4,544,921.00	4,697,687.00	3,501,382.96	1,196,304.04	74.53	
TOTAL EXPENDITURES - ALL FUNDS		11,795,413.00	12,570,300.83	5,145,395.30	7,424,905.53	40.93	
NET OF REVENUES & EXPENDITURES:		(7,250,492.00)	(7,872,613.83)	(1,644,012.34)	(6,228,601.49)		

TIFA
AUBURN HILLS

TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Andrew Hagge, Assistant to the City Manager, TIFA Executive Director; Brandon Skopek, Assistant City Manager

DATE: November 3, 2026

SUBJECT: Downtown Paid Parking RFP Award

INTRODUCTION AND HISTORY

On July 22, 2026, the City of Auburn Hills issued a Request for Proposals (RFP-007-22-2026-001) to solicit proposals from qualified firms to install, operate, and maintain a paid parking system for the TIFA-owned Primary Street surface parking lot and on-street parking along Auburn Road in downtown Auburn Hills. The RFP sought a pay-by-plate system with payment kiosks and/or meters, mobile payment options, enforcement tools, and citation management, with the goal of improving parking availability and turnover in support of downtown businesses. Addendum No. 1 and Addendum No. 2 were issued on August 3 and August 5, 2026, respectively.

Seven firms responded to the City's RFP, which was due to the City Clerk by August 19, 2026 at 10:30 a.m.

Company Name	Location
Passport Labs, Inc.	Charlotte, NC
Arrive (ParkMobile, LLC)	Atlanta, GA
CivicSmart Parking Technologies, Inc.	West Allis, WI
HotSpot Parking (Arcadis U.S., Inc.)	Highlands Ranch, CO
Orikan	Aliso Viejo, CA
PCI Municipal Services	Irvine, CA
Premium Parking Service, LLC	New Orleans, LA

The City Manager's Office reviewed and evaluated the proposals, comparing each firm's proposed equipment, payment options, enforcement and citation management tools, support services, implementation approach, and cost. During the review, several firms recommended against individual single-space meters in favor of strategically place pay-by-plate kiosks combined with mobile app, text-to-pay, and credit card payments. Staff presented this approach to a subcommittee of the City Council, which supported eliminating individual meters and cash payments to reduce streetscape clutter, equipment maintenance, and cash handling. The City Manager's Office then focused its evaluation on the firms that best met this direction. Passport best met the needs of the City and the outlined scope of work.

During the evaluation, staff learned that Arrive, the parent company of ParkMobile, had acquired Passport, and both firms submitted separate proposals. Staff requested clarification from Arrive, which confirmed that both companies will hold their proposed pricing and that Passport will be integrated into Arrive's system.

Following the evaluation, a committee consisting of Assistant City Manager Skopek, Assistant to the City Manager Hagge, Deputy Chief of Police McGraw, and Assistant Director of Community Development Lang met with Passport on October 28 to review its proposal and contacted its references, which responded favorably. The committee determined that Passport, in

partnership with Total Parking Solutions, LLC (TPS), best meets the City's needs. Passport's proposal includes the following:

- Seven (7) Flowbird CWT S4 pay-by-plate kiosks along Auburn Road and in the Primary Street parking lot, supplied, installed, and maintained by TPS
- Passport Parking mobile app, mobile web payments, and text-to-pay
- Credit/debit card and contactless payment acceptance at all kiosks
- Handheld citation devices and printers for enforcement staff
- Full citation management, including citation issuance, fine escalation, delinquent notices, registered owner lookups, and appeals
- A centralized online portal for real-time reporting, revenue reconciliation, and kiosk monitoring
- Implementation, staff training, and ongoing technical support
- One-year manufacturer's warranty on kiosks and enforcement tools
- Maintenance is included at no cost in year one

Passport also has an established Michigan presence, serving approximately 30 Michigan communities, including the City of Pontiac, Village of Lake Orion, and the City of the Village of Clarkston. Deputy Chief McGraw has reviewed the enforcement and citation management components and confirm they meet the Police Department's needs.

Passports proposal is based on a five-year agreement. Costs are summarized below:

Item	**Cost**
Year 1 costs (kiosks, installation, implementation, kiosk management, and enforcement software)	$88,855
Annual software, kiosk management, citation paper, and maintenance – Years 2-5	$21,415 per year
Estimated five-year total	**$174,515**

In addition, transaction-based fees apply. Parkers using the mobile app pay a $0.45 convenience fee per transaction, and violators paying a citation pay a $3.95 fee; these fees are not paid by the City. Credit card processing fees of 2.9% plus $0.30 per transaction, plus a $0.05 gateway fee, are paid by the City and will be deducted from the parking revenue. Concrete work for the kiosks is not included in the scope of work and is an item that will be completed by the Department of Public Works.

A final agreement will be negotiated between the City and Passport and is to be reviewed and approved by the City Attorney. A budget amendment will be required for the 2026 budget for the first-year costs. Staff will budget accordingly for this service in the 2028 budget and beyond.

STAFF RECOMMENDATION

Staff recommend the TIFA Board of Directors award the RFP to Passport Labs, Inc., in partnership with Total Parking Solutions, LLC, for a downtown paid parking system serving the Primary Street parking lot and on-street parking along Auburn Road. Staff further recommends a budget amendment to increase appropriations in the 2026 TIF-A budget (GL# 251-735-802.000) by $88,855.

An appropriate motion is:

Move to award the RFP for a downtown paid parking system to Passport Labs, Inc., in partnership with Total Parking Solutions, LLC. Furthermore, authorize a budget amendment to increase appropriations in the 2026 TIF-A budget in support of this project. The final agreement shall be reviewed and approved by the City Attorney.

CITY OF AUBURN HILLS

REQUEST FOR PROPOSAL (RFP) – DOWNTOWN PAID PARKING

PROPOSAL NUMBER:	**RFP-007-22-2026-001**
PROPOSAL ITEM:	**Downtown Paid Parking**
PROPOSAL DEADLINE:	**August 12, 2026, 10:30 AM**

The City of Auburn Hills is seeking responses from qualified vendors to design, install, operate, and maintain a paid parking system for one City-owned parking lot and on-street parking in downtown Auburn Hills. The goal is to improve parking availability and enhance user experience to help support local businesses. The following document outlines the nature and scope of work requested and provides a summary of the City of Auburn Hills. Sealed proposals will be received at the City Clerk's Office, located at 1827 N. Squirrel Road, Auburn Hills, MI 48326 until 10:30 a.m. EST, August 12, 2026.

BACKGROUND

The City of Auburn Hills is a distinguished municipal leader in southeast Michigan. Home to approximately 26,000 residents, with a workday population of approximately 60,000. Auburn Hills is a thriving global business address with over 70 international corporations, including World and North American headquarters for many outstanding businesses. Auburn Hills' residents enjoy the amenities of city and suburban living with parks, a revitalized downtown district, and a welcoming city complex with a library and community center. Additionally, the city has two colleges and universities, and Great Lakes Crossing Outlets (one of the state's largest destination shopping centers)

Downtown Auburn Hills is an area that's redefining what it means to be a modern, vibrant community. Once a bustling manufacturing hub powered by the mills along the Clinton River, our downtown has evolved into a lively, family-friendly destination that offers something for everyone. As a forward-thinking district on the rise, Downtown Auburn Hills is becoming a recreation and social district in our region.

Here, you'll find a perfect mix of nature and modernity. Enjoy intimate access to Riverside Park, the Clinton River, and the scenic Clinton River Trail—ideal for outdoor enthusiasts, families, and professionals alike. Our downtown and surrounding neighborhoods are clean, safe and walkable – with convenient access to an enjoyable blend of nature, restaurants and shopping.

Recent investments, including over $18 million in streetscape and infrastructure improvements since 2002, have propelled Downtown Auburn Hills into a thriving hub of activity. New

developments like the Webster, the MiL, the Jordan, and Fountain Circle are enhancing our community's charm, providing residents with vibrant spaces to live, work, and play.

Our downtown hosts an array of exciting community events—Summerfest, Paddlepalooza, Spooktacular, and the Friday Nights Downtown Music Series—alongside a diverse selection of locally-owned businesses and restaurants. As we continue to grow and evolve, Downtown Auburn Hills is the place to be, offering a blend of natural beauty, engaging activities, and a welcoming atmosphere.

PROJECT OVERVIEW

The selected vendor will provide a comprehensive paid parking solution for downtown Auburn Hills. A complete overview of the project area has been attached as Attachment A. Paid parking will be established for the following locations:

- Primary Street surface parking lot
- On-Street parking along Auburn Road

The parking system shall be modern, user-friendly, and adaptable to seasonal fluctuations. The Primary Street surface parking lot (Attachment B) is currently being utilized as a construction staging area for downtown developments, but will be reconstructed this fall.

Auburn Hills has determined that paid parking shall operate Monday through Saturday from 9:00 a.m. to 9:00 p.m., with parking remaining free on Sundays, holidays, and during certain City events. Auburn Hills proposes a two-tier rate structure for downtown: on-street parking will be priced at $1.50 per hour with a two-hour maximum, while the Primary Street surface parking lot will be priced at $1.00 per hour with a three-hour maximum.

Auburn Hills does not prefer systems that rely exclusively on credit card or mobile app payments. Vendors must provide inclusive payment solutions that accommodate all users, including those who prefer cash transactions. Cash transactions shall be accepted at pay stations/kiosks only.

Auburn Hills prefers a "pay by plate" payment method to reduce the need to paint individual parking space numbers. The selected vendor shall assist Auburn Hills with identifying specific parking zones.

Auburn Hills prefers pay stations/kiosks in the Primary Street surface parking lot and parking meters along Auburn Road. The selected vendor shall submit a proposal that minimizes the clutter within the Auburn Road streetscape. The selected vendor shall submit a proposal that also includes strategic locations for payment stations/kiosks along Auburn Road.

SCOPE OF SERVICES

The selected vendor shall be responsible for:

1. **System Design & Equipment**
    a. Pay stations, kiosks, meters, and mobile-based payment systems
    b. "Pay by Plate" method
    c. Signage design compliant with local regulations

2. **Installation**
    a. Equipment installation and setup
    b. Integration with existing infrastructure
    c. Training City staff on the payment system and software

3. **Payment Options**
    a. Mobile app payments
    b. Text-to-pay payments
    c. Credit/debit card acceptance at pay stations, kiosks, and meters
    d. Optional cash payment solutions to be utilized at pay stations and kiosks

    Auburn Hills does not prefer systems that rely exclusively on credit card or mobile app payments. Vendors must provide inclusive payment solutions that accommodate all users, including those who prefer cash transactions. Cash transactions shall be accepted at pay stations/kiosks only. Meters will accept credit/debit card transactions only.

4. **Enforcement Support**
    a. Tools for parking enforcement staff
    b. Real-time monitoring dashboard
    c. Reporting and analytics

5. **Operations & Maintenance**
    a. Ongoing maintenance and technical support
    b. Customer service support (hotline or app-based)
    c. Software updates

VENDOR QUALIFICATIONS

Proposals shall demonstrate:

- Experience with municipal parking systems
- References from similar-sized communities
- Proven reliability and up time
- Ability to scale and customize solutions

PROPOSAL INSTRUCTIONS

Proposals to receive consideration shall be received prior to the specified time of opening as designated on the bid form. NO LATE PROPOSALS WILL BE ACCEPTED. Proposals are considered received when received and date stamped by the office of the City Clerk. Envelopes are to be clearly marked with the proposal number and bid name. Sealed proposals may be submitted to the office of the City Clerk at 1827 N. Squirrel Road, Auburn Hills, Michigan 48326.

1) **PROPOSAL REQUIREMENTS**

    Submissions must include:

    - Company overview and qualifications

- Detailed system description
- Technology to be used and available training
- Equipment to be used (including warranty information)
- Proposed equipment locations
- Implementation timeline
- Cost proposal (including upfront and ongoing costs)
    - Please provide purchase and lease options for equipment
- Revenue-sharing options (if applicable)
- Maintenance and support plan
- Customer support plan
- Examples of past projects
- At least three (3) relevant professional references

2) PREPARATION OF PROPOSAL

A) Proposers are expected to examine specifications and all instructions. Failure to do so will be at the proposer's risk.

B) All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing before the due date; failure to do so, on the part of the Proposer, will constitute acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP documents, shall be requested in writing and received by the City no later than August 3, 2026. The City will not be responsible for any oral instructions made by any employee(s) of the City regarding this RFP. Oral statements given before the proposal due date will not be binding.

3) SUBMISSION OF PROPOSAL

A) All proposals shall be submitted in sealed envelopes and shall include the following information on the face of the envelope:

Proposer's Name
Proposer's Address
Proposal Number
Proposal Item (Name of Proposal)

Failure to do so may result in a premature opening or failure to open such proposal. All proposals must be hand delivered for mailed to:

Auburn Hills City Clerk's Office
1827 N. Squirrel Road
Auburn Hills, MI 48326

B) Proposers are responsible for submitting proposals before stated closing time. Delays in the mail will not be considered. Any proposal received after the stated deadline will be rejected.

C) Any proposal may be withdrawn by giving written notice to the Clerk's Office before stated closing time. After stated closing time, no bid may be withdrawn or canceled for a period of Ninety (90) days after said closing time.

D) The proposer shall specify a unit price for each item listed and total of all items listed. Unit price will prevail on all items.

4) CONSIDERATION OF PROPOSALS

A) Proposers are responsible for any and all costs associated with the preparation and submittal of their bid.

In cases where an item is requested by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified or an item of equal quality and value.

Reference to any of the above is intended to be descriptive but not restrictive and only indicates articles that will not be satisfactory. Bids of "equal" will be considered, provided that the bidder states in his/her proposal exactly what he/she proposes to furnish, including illustration or other descriptive matter which will clearly indicate the character of the article covered by such proposal.

B) The City of Auburn Hills hereby reserves the right to approve as an equal, or reject as not being an equal, any article proposed which contains major or minor variations from substantially therewith. The City may waive irregularities in the bid process as it deems appropriate.

C) The City of Auburn Hills reserves the right, when it is deemed to be in the best interest of the City, to award the proposal in its entirety, in part, or not at all.

D) All Proposers, sub-Proposers and their employees must comply with all Federal, State, and Local laws.

5) TERMS

A) All proposals to be tax exempt, State of Michigan #38-6029813.
B) All proposal quotations will be based on F.O.B. Destination.

Please direct your questions by email to Brandon Skopek, Assistant City Manager, bskopek@auburnhills.org by August 3, 2026. Any questions received after this date will not be considered. All questions will be answered by August 5, 2026.

Insurance Requirements & Other Conditions

All proposals shall be opened publicly at the date and time specified. Each shall be recorded with the name of the proposer. All proposals shall be in accordance with the Purchasing Ordinance and the requirements of this notice in order to be deemed "responsive."

No proposal will be accepted from any person, firm or corporation who is in arrears upon any obligation to the City or who otherwise may be deemed irresponsible or unreliable by the City.

No proposal will be allowed to be withdrawn after it has been deposited with the City of Auburn Hills, except as provided by law. All proposers are held to prices proposed for 180 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

Any deviation from the scope of work must be noted in the proposal.

The Request for Proposal document together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties.

Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance with specifications will not be considered for award.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Auburn Hills unless requested otherwise at the time of submission. The confidentiality or disclosure of any information submitted is governed by the Michigan FOIA. The City cannot promise, warrant or guarantee confidentiality nor will the information presented be exempt from disclosure under the FOIA. The City may honor requests for confidentiality only to the extent that FOIA permits.

The City reserves the right to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City of Auburn Hills.

Any deviation from the Auburn Hills specifications must be noted in the proposal.

Insurance requirements for work on or within city property/facilities

1. Liability Insurance

An ACORD certificate of insurance, or its equivalent, shall be furnished to the City of Auburn Hills at 1827 North Squirrel Road, Auburn Hills, Michigan 48326 evidencing insurance in force for the duration of and applicable to this contract and/or temporary events/special event with an insurance company acceptable to the City of Auburn Hills with a minimum A.M. BEST rating of "A-", and the following minimum requirements:

a. General Liability (affording coverage not less than ISO Commercial General Liability coverage form):

a) Check mark indicating occurrence as opposed to claims made form
b) Limits of Liability:
$1,000,000 each occurrence
$2,000,000 general and products-completed operations aggregates
c) Personal Injury
$2,000,000 aggregate

b. Automobile Liability:

a) Check mark indicating coverage as to any automobile.
b) Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded.
c) Limits of Liability: $1,000,000 combined single limit

c. Commercial Umbrella (Excess) of at least $4,000,000.

d. The Proposer shall insure the Proposer's equipment and property and the City and those persons and entities described in section 1(e) herein shall not be liable and/or responsible for any damage to said equipment and/ or property.

e. Description section of ACORD form is to read: It is understood and agreed that the following shall be additional insured: *The City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the Proposers' required worker's compensation/employer's liability.*

f. The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

2. Owner's and Proposer's Protective Liability is required by City

If applicable, the Proposers shall procure and maintain during the life of the contract Owner's and Proposer's Protective Liability Insurance in the name of the City of Auburn Hills, in an amount not less than $2,000,000 per occurrence, and $4,000,000 aggregate for injuries, including death, to persons and property damage including loss of use thereof. This insurance shall be from an insurance company acceptable to the City of Auburn Hills.

3. Workers Compensation

The Proposers shall procure and maintain during the life of the contract, statutory Michigan Workers Compensation and Employers Liability Insurance for all employees employed at or in the vicinity of the Proposers' property, or any property used in connection with the Proposers' operation or in carrying out any work related to this contract.

Michigan Workers Compensation and Employers Liability Insurance shall be procured and maintained with the following limits of liability:

- $500,000 E.L. each accident
- $500,000 E.L. each disease – each employee
- $500,000 E.L. Disease – Policy Limit

This insurance shall comply with all applicable rules and regulations of the State of Michigan and shall be from an insurance company acceptable to the City of Auburn Hills.

4. Professional Liability is required by City

If applicable, if the Proposers are providing professional services/work, then the Proposers shall procure and maintain during the life of the contract Professional Liability insurance in the amount of $1,000,000. (Professional services is defined but not limited to architects, builders, engineers, agents, attorney, IT services)

5. The proposers shall procure and maintain during the life of the Contract

a) If applicable, cyber Liability Insurance with limits of at least $1,000,000 and this policy shall include $1,000,000 of third-party liability. This coverage is required if the Proposers is providing computer/data services and/or has access to private City data.

b) Employee dishonesty coverage with limits of at least $1,000,000 including third party endorsement.

6. Certificate of insurance

The Proposers agrees that he/she will file all required Certificates of Insurance satisfactory to the City of Auburn Hills with the City of Auburn Hills simultaneously with or prior to the execution of this contract indicating that the insurance required herein has been issued and is in full force and effect.

Further, the Proposers will provide updated certificates annually prior to the policies expiration dates, to indicate that the policies and conditions required hereunder are in full force and effect during the life of this contract.

It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage shall be mailed to:

City Clerk's Office
City of Auburn Hills
1827 N. Squirrel Road
Auburn Hills, MI 48326

7. Sub-Proposers Insurance Requirements

If approval is granted by the City of Auburn Hills for Proposers to subcontract any or all of this contract to others, then prior to commencing the subcontract, the Proposers shall furnish certificates evidencing the same insurance for the City of Auburn Hills as required in Sections 1 through 4 of the requirements. Such approval to sub-contract is at the sole discretion of the City of Auburn Hills.

8. Requirement as Part of Contract

These insurance requirements shall be expressly contained in and/or incorporated by reference into the contract executed between the Proposers and the City.

9. Hold Harmless Agreement

To the fullest extent permitted by law, proposer agrees to release, indemnify, defend, and hold harmless The City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with this process.

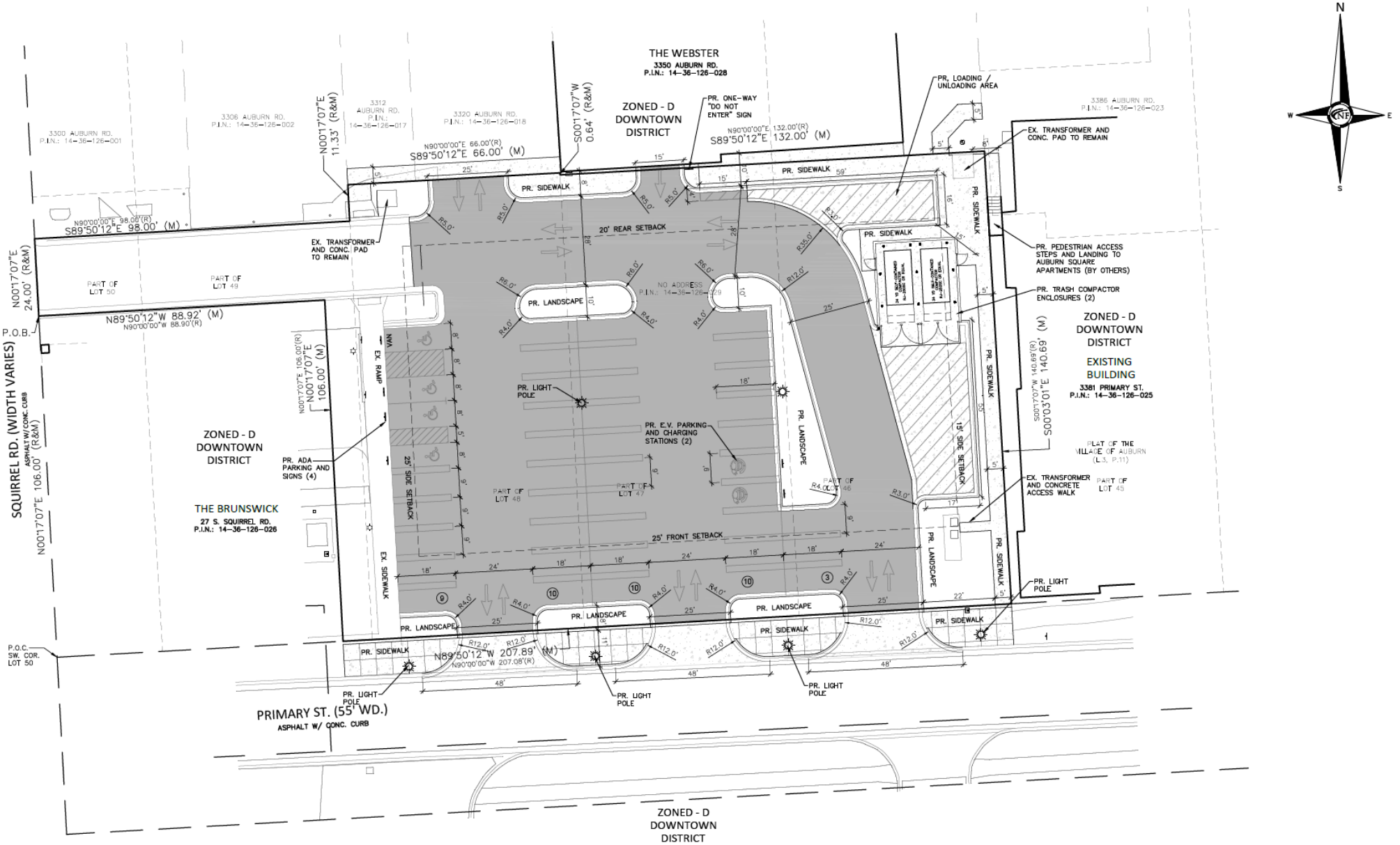
Attachment A
Downtown Auburn Hills



Map Key

- Approximate Payment Kiosk Location
- Parking Meter Location
- Primary Street Parking Lot

Attachment B



ADDENDUM #1

City of Auburn Hills

Request for Proposal (RFP) – Downtown Paid Parking

RFP-007-22-2026-001

August 3, 2026

RFP DUE DATE EXTENDED TO WEDNESDAY, AUGUST 19, 2026 AT 10:30 A.M. EST

Given the depth of this Request for Proposal, including the volume of data research, coordination with internal teams, and the need to develop accurate responses, the City of Auburn Hills recognizes that additional time is warranted to allow proposers to submit complete and well-considered responses. Accordingly, the City is extending the RFP due date to **Wednesday, August 19, 2026 at 10:30 AM EST**.

ADDENDUM #2

City of Auburn Hills

Request for Proposal (RFP) – Downtown Paid Parking

RFP-007-22-2026-001

August 5, 2026

UPDATES TO SUBMISSION OF PROPOSAL REQUIREMENTS

All proposals shall be submitted in sealed envelopes and shall include the following information on the face of the envelope:

Proposer's Name
Proposer's Address
Proposal Number
Proposal Item (Name of Proposal)

Proposals must be hand delivered or mailed. One (1) original signed, printed proposal is required. A digital copy of the proposal is also required and shall be included on a USB storage device.

All proposals must be hand delivered or mailed to:

Auburn Hills City Clerk's Office
1827 N. Squirrel Road
Auburn Hills, MI 48326

VENDOR QUESTIONS AND CITY RESPONSES (DUPLICATIVE QUESTIONS HAVE BEEN REMOVED AND CONDENSED INTO ONE ANSWER)

Question: Is the City looking for a complete PCIMS (Parking Citation Issuance Management Solution) as a part of this RFP? Or does the City already have a parking citation software/hardware solution?

Response: The City is seeking enforcement technology and will consider a fully integrated PCIMS.

Question: If the City is looking for proposers to provide a PCIMS, how many City employees will be issuing parking citations?

Response: Approximately two (2) users would handle parking enforcement on any given day. However, the City requests full access to the system without user limits.

Question: Please clarify who will be expected to provide parking enforcement services.

Response: Parking enforcement will be performed by City staff.

Question: Is the City open to an automated parking enforcement solution for its Primary Street Parking Lot?

Response: Not at this time. Enforcement will be handled in-person by City staff.

Question: Would the City like the Operator to provide parking payment signage? Or will the City purchase and install the parking signage?

Response: The City will handle sign creation and installation in-house. No need for vendor to provide design, fabrication, or installation of signage except for signage that is part of the vendor's existing infrastructure.

Question: Does the City have a preference on the financial model of this contract? Cost Plus Fee or Revenue Share?

Response: No preference. Please provide multiple options.

Question: Will ADA vehicles be required to pay for parking?

Response: Vehicles with handicap designations are required to pay for on-street parking and off-street parking unless they have a state-issued yellow sticker.

Question: Can proposals be submitted electronically? If not, how many paper copies are required?

Response: Proposals must be hand delivered or mailed. One (1) original signed, printed proposal is required. A digital copy of the proposal is also required and shall be included on a USB storage device.

Question: Please confirm the approximate number of parking spaces included in the on-street and off-street lot.

Response: Approximately 63 on-street parking spaces and approximately 43 off-street spaces.

Question: Is there a required number of meters, or is it up to the operator to provide a recommendation? Is the City looking for single-space, dual-space, or multi-space meters along Auburn Road?

Response: The City requests vendor recommendations regarding the number and placement of meters and pay stations/kiosks. Vendor shall propose a solution to minimize streetscape clutter.

Question: Please confirm if cash payment functionality is optional or a requirement?

Response: Cash payment capability is required through pay stations/kiosks. Individual parking meters may be credit/debit card only.

Question: Please confirm if the city will be responsible for cash collections, reconciliations and enforcement operations.

Response: The City anticipates performing cash collection, reconciliation, and parking enforcement.

Question: Please confirm who will be the merchant of record for credit card transactions.

Response: The City anticipates serving as the merchant of record.

Question: Will expenses associated with credit card payments (including chargebacks, refunds, PCI compliance, etc.) be a reimbursable cost?

Response: Respondents should identify all transaction-related costs separately within their pricing proposal.

Question: Are there any other more specific dates for the award and intended start date for this contract? What is the intended term of the initial contract?

Response: The City anticipates award in fall 2026 with implementation following completion of the Primary Street Parking Lot. The anticipated initial contract term is five years with a right to terminate and with renewal options. The City will enter into contract negotiations with the selected vendor following award.

Question: What infrastructure integrations do the City of Auburn Hills require with the new PARCS equipment? Must the selected system provide open APIs or integrations with third-party payment, enforcement, financial, mapping, or mobility platforms?

Response: The City prefers systems capable of future integrations and open APIs but has no required integrations at this time.

Question: Is the selected vendor expected to provide parking-management personnel, or is the scope limited to operating and supporting the payment and parking-technology systems?

Response: The scope is limited to providing, operating, maintaining, and supporting the parking infrastructure and technology.

Question: Who will bear the cost of utility service, cellular service, software hosting, and communications after implementation?

Response: Respondents should clearly identify these costs in their proposal.

Question: Does the City have a preferred structure among equipment purchase, lease, managed service, or revenue sharing?

Response: No preference. Vendors should propose one or more models for consideration.

Question: Will the City own all transactions, occupancy, enforcement, customer, and financial data generated by the parking system?

Response: The City has not yet established a final position regarding ownership of parking system data. Respondents should describe their standard data ownership model, identify any limitations on the City's access to transaction, occupancy, enforcement, customer, and financial data, and explain how such data may be exported or transferred to the City upon request or at contract termination.

Question: Should the proposal include the ability to expand paid parking to additional City lots or on-street areas during the contract term?

Response: Any expansions would be handled as an amendment to the contract with the selected vendor.

Question: Please clarify the following: "Cash transactions shall be accepted at pay stations/kiosks only. Meters will accept credit/debit card transactions only." Does the City want the on-street kiosks to only accept credit/debit cards at these locations? The supporting Attachment A map shows multi-space kiosks are planned for taking payments for on-street parking locations. The Project Overview paragraph also refers to meters for on-street when a kiosk was indicated on the Attachment A map.

Response: The City's intent is for on-street parking on Auburn Road to utilize individual parking meters. A limited number of strategically located pay stations/kiosks shall also be provided along Auburn Road to accommodate cash payments for those that do not wish to pay via card/app/text-to-pay. These kiosks shall also accept credit/debit card payments. Meters shall accept credit/debit card transactions only. Meters and kiosks shall also have options for mobile payments (Ex. QR code, app, text-to-pay, etc.). Respondents should recommend the number and locations of these on-street kiosks.

Question: Would the city consider QR code-based digital payments?

Response: Yes, as a supplemental payment option.

Question: Will the respondent be responsible for staffing enforcement, issue citations on behalf of the City and monitor citation payments and first level adjudication? Or is the City requesting responders to only provide a quote for the technology that will allow the city to enforce, monitor, and report? If the latter, who will be responsible for the training on this platform, plus ongoing training, updates, and City and customer support?

Response: The City will perform enforcement. Vendors should provide the technology, training, updates, and technical support.

Question: Will paid parking cease over any extended period of time due to the season?

Response: No. Paid parking is anticipated to operate year-round.

Question: Will all paid parking cease or spaces be removed from commerce for any other promotional times (events, parades, snow plowing or snow storage)?

Response: Yes. The City reserves the right to suspend paid parking during City events, maintenance, emergencies, and snow operations.

Question: Can you clarify the City's expectations regarding integration between the parking payment platform, enforcement solution and hardware vendors? Is the City seeking a single prime contractor responsible for the complete solution?

Response: The City prefers a fully integrated solution but will consider proposals from a single prime contractor or a team including subcontractors, provided the prime contractor holds overall responsibility for performance and support.

Question: For the required text-to-pay functionality, is the City expecting a native solution from the selected vendor, or would an integrated third-party solution be acceptable?

Response: A third-party text-to-pay solution is acceptable, provided it fully integrates with the selected payment platform and reporting system.

Question: Does the City have any estimates for the expected annual number of parking transactions?

Response: This is a new program with no historical baseline. The City has no data to provide.

Question: Are there any existing parking meters, pay stations, communications infrastructure or other equipment that the City expects the successful vendor to reuse? The RFP indicates a preference for pay stations in the surface lot and meters along Auburn Road but does not specify whether new or existing equipment will be utilized.

Response: The City does not own any existing equipment. New equipment is required.

Question: Under the installation section , the RFP reference integration with existing infrastructure. Could the city please provide additional details on existing that we will be expected to integrate?

Response: Existing infrastructure includes existing parking lots, parking spaces, and electric utility. Selected vendor would coordinate with the City’s Department of Public Works for installation.

Question: Can the City please confirm its preferred cash acceptance configuration for pay stations/kiosks? Specifically, does the City require acceptance of banknotes (bills), coins, or both banknotes and coins?

Response: Kiosks shall accept banknotes and coins.

Question: Can the City provide a scoring rubric?

Response: A detailed scoring rubric will not be released. Proposals will be evaluated on price, technical approach, vendor experience/qualifications, and overall quality of the solution.

Question: Is the City expecting the vendor to provide a complete enforcement solution — handheld/mobile devices for citation issuance, violation workflows, notice sending, etc.?

Response: Yes. Enforcement will be performed in-person by City staff. The vendor shall provide the devices, technology, and associated workflows/notice functionality along with training and technical support.

Question: Section 7 of the RFP's insurance requirements states that subcontracting requires City approval, granted at the City's sole discretion. If vendor intends to partner with a subcontractor for kiosk and pay station equipment will the City approve this subcontracting arrangement?

Response: Any subcontracting arrangement shall be outlined in the vendor's proposal.

Question: Financial/revenue systems: Does the City have an existing financial/ERP system (e.g., for revenue reconciliation, reporting) that payment data needs to feed into, or will the vendor's own reporting suffice?

Response: The vendor shall propose reporting tools.

Question: Does the City require the vendor's system to support escalation of unpaid citations to a district court after a certain period? If so, what is that time period?

Response: The City does not need escalation to the court. However, for non-payment the City will need the price to automatically increase after ten days.

Question: How many citations does the City anticipate to issue in the first year?

Response: Unknown. No historical baseline exists for this new program.

Question: Is the City sending escalation letters? If so, would they like the vendor to send them on the City's behalf?

Response: The City anticipates handling escalation letters in-house. However, vendors shall include pricing for this service.

Question: How many handheld devices and printers are needed for enforcement?

Response: Unknown. Vendors shall provide pricing per unit.

Question: Does the City prefer custom or blank citation paper?

Response: Proposers shall provide options for custom and blank citation paper.

Question: Does the City prefer to be billed on a monthly or annual basis?

Response: Proposers shall provide options for monthly and annual billing.

Question: What remittance schedule for payments does the City prefer? Daily or monthly; gross or net?

Response: Proposers shall provide options for all the above.

Question: Will the City allow a violator to appeal their citations? If so, would the City like to give the violator the option to appeal online?

Response: TBD. The City would like the option to toggle this setting in the event we choose to allow appeals.

Question: Proposal instructions mention a "bid form", but we do not see it in the document. Is there a separate bid form that needs to be included with submission?

Response: This is an inconsistency in the RFP document. No separate bid form needs to be submitted.

Question: What aspects of "ongoing maintenance" is required by the vendor? Will City staff be responsible for cash collections and deposits of the payment kiosks or is this the responsibility of the vendor?

Response: Vendor shall be responsible for software updates and technical support for both the physical infrastructure and any proposed software. City staff will be responsible for cash collections and deposits.

Question: Can the City be more specific regarding the need for enforcement tools? Is the City looking for handheld devices or mobile LPR devices for vehicles? If so, how many units of each device would be needed?

Response: Handheld devices only at this time. Number of units are unknown at this time. Vendors shall provide pricing per unit.

Question: Does the City currently use any parking enforcement and/or citation processing software that the vendor would be required to integrate with?

Response. No.

Question: Can meters and enforcement be a combined solution? What is the City's vision for automated enforcement?

Response: The City is not currently seeking automated enforcement. Enforcement will be performed in-person by City staff using vendor provided devices.

Question: What are parking offenses and associated fines?

Answer: Subject to the approval of the Auburn Hills City Council, proposed fines are as follows:

Parking Offenses & Fines	**(If paid before 10 days/If paid after 10 days)**
Expired meter: first six offenses in calendar	$20/$40
Expired meter: seven offenses or more in calendar year	$60/$120
Over time in non-metered zone	$10/$20
Over time in a time zone: less than 2 hours	$15/$30
Over time in a time zone: 2 hours or longer	$30/$60
Stopping, standing or parking where prohibited	$30/$60
Parking over the meter line	$10/$20
Other illegal parking	$30/$60
No parking here to corner	$30/$60
Handicap zone	$100/$200
Blocking crosswalk, sidewalk, alley, drive or traffic	$30/$60
Violation of snow emergency parking ordinance	$40/$80
Illegal parking in permit area	$30/$60
Illegal parking on private property	$30/$60
Parking within 500 feet of Fire Apparatus	$30/$60
Parking in front of Fire Hydrant or Station	$30/$60
Fire lane/Safety violation	$30/$60

Passport

City of Auburn Hills, MI

Downtown Paid Parking

August 19, 2026 - RFP NO. 007-22-2026-001



Prepared by: Passport Labs, Inc. | 5960 Fairview Road, Suite 250
Charlotte, NC 28210 | passportinc.com

Contact: Christina Miller, Proposal Manager
Email: rfp@passportinc.com



Downtown Paid Parking

RFP No. 007-22-2026-001

DUE: August 19, 2026, 10:30am ET

For:
City of Auburn Hills
City Clerk's Office
1827 N. Squirrel Road
Auburn Hills, MI 48326

From:
Passport Labs, Inc.
5960 Fairview Road, Suite 250
Charlotte, North Carolina 28210

REDACTION TABLE

This RFP Proposal response includes trade secrets or other proprietary data (data) that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal submittal. The data subject to this restriction are contained in the **REDACTION TABLE BELOW**. The City, for purposes of this provision, will include any consultant assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the City has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use the information contained in the data if it is obtained from another source without restriction, unless required by any applicable public records law, and no exemptions to disclosure apply, and then only to the extent required.

TYPE	DESCRIPTION	REASON
Image	Passport Parking Application Dashboard, Setting Up Notifications within Passport's Portal, Messenger Icon, Transaction Hub Dashboard, OpsMan Mobile Refresh: Login & Dashboard, OpsMan Mobile Refresh: Chalking, OpsMan Mobile Refresh: Issuance, OpsMan Mobile Refresh: Monitoring, Citation Trail, LPN Summary Page, Manage Citations -Search, Manage Citations - Filters, Manage Citations - Drop-down of Filter Views, Manage Citations - Bulk Actions, Manage Citations - Citation Details, Citation Density, Citation Density - Individual Citation Details, Citation Density - AI Insights, Batch Entry, Manual Appeal Entry Screen, Manage Citations Screen, Citation Detail Screen - Appeal Card, Edit Appeal Screen, Process Appeals, Process Appeals - Render Decision, Process Appeals - Notify Appellant, Schedule a Virtual Hearing, Void Queue, Void Queue Singular, Parking Homepage Dashboard in Passport's Portal, Live Officer Tracking Report, Citation Details Report, Citation Payment Report, Citation Appeal Report, Data Export & Scheduling Tools, Data Insights, Parking Ecosystem Insights -Meters & Other Sources, Ecosystem Insights - Parking & Enforcement, Messenger Icon & Chat Feature	Confidential
Table	Experience in Michigan	Confidential

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Cover Letter

August 19, 2026

City of Auburn Hills
City Clerk's Office
1827 N. Squirrel Road
Auburn Hills, MI 48326

Dear Brandon Skopek, and staff of the Auburn Hills City Clerk's Office,

Passport Labs, Inc. ("Passport") is pleased to submit this proposal in response to the City of Auburn Hills' ("the City") RFP No. 007-22-2026-001 for Downtown Paid Parking. This proposal outlines Passport's approach to designing, installing, operating, and maintaining a paid parking system for the City-owned Primary Street parking lot and on-street parking along Auburn Road in downtown Auburn Hills.

To deliver a complete turnkey solution for Auburn Hills' Downtown Paid Parking program, Passport has partnered with Total Parking Solutions, LLC (TPS), an authorized Flowbird distributor with over 20 years of municipal parking hardware experience, to supply, install, and maintain the project's pay stations, kiosks, and meters. Together, our team brings the software, hardware, and support expertise needed to launch and sustain the City's program from day one.

Passport is the technology leader in parking compliance and curbside payment solutions. We are excited to partner with Auburn Hills to streamline its paid parking system, manage enforcement, and help support local businesses through improved parking availability and a stronger user experience. From day one, your dedicated Passport account team will work hand-in-hand with the City to configure pay-by-plate zoning along Auburn Road and the Primary Street lot, and our Customer Success team continues to provide training, real-time support, and proactive account reviews well beyond go-live.

In choosing Passport, the City can expect:
A tailored fit for Auburn Hills' program: Passport's pay-by-plate technology eliminates the need to paint individual space numbers, while our multi-channel payment options (mobile pay, text-to-pay, and kiosks and meters with both cash and credit card acceptance) meet the City's requirement for an inclusive system that doesn't rely exclusively on credit card or app-based payments, ensuring fair, equitable access to curb space and steady turnover.

Proven scale with local expertise: With over 800 clients across North America and a dedicated team embedded in the Midwest market, Passport combines national platform depth with the

hands-on support Auburn Hills needs for a smooth rollout and reliable parking revenue from day one.

One partner, one platform: Passport unifies paid parking, enforcement, and payments into a single back office, giving Auburn Hills real-time visibility across the Primary Street lot and Auburn Road without juggling multiple vendors or disconnected systems.

Safe, secure, and proven: While processing over $1M in transactions daily, Passport adheres to industry-leading security standards, including PCI, SOC 1, and SOC 2 certifications, with continuous third-party testing.

We appreciate the opportunity to demonstrate how a partnership with Passport can support Auburn Hills' vision for downtown parking.For all communications regarding this solicitation, please contact Christina Miller, Proposal Manager, at rfp@passportinc.com. For pricing or implementation questions, your designated Account Executive, Kelly Minke, is available at kelly.minke@passportinc.com.

To the fullest extent permitted by law, Passport agrees to release, indemnify, defend, and hold harmless The City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers, from any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with this process.

Passport acknowledges receipt of Addenda 1 and 2.

Sincerely,



Khristian Gutierrez, Chief Executive Officer

1. Company Overview & Qualifications

Experience with Municipal Parking Systems and Ability to Scale and Customize Solutions

OUR MISSION

To be the most trusted technology partner for cities — delivering innovative curb management solutions that help shape thriving, connected communities.

Passport is the technology leader in parking compliance and curbside payment solutions, offering a unified platform that integrates paid parking, enforcement, permitting, and payment infrastructure into a single, scalable system. Passport brings the technical depth, institutional knowledge, and operational capacity to fully meet the requirements of the Downtown Paid Parking program. Passport is empowering cities of all sizes with better insights to improve parking turnover, expand revenue opportunities and create better compliance.

30+ Years	5,000+	4.8B+	Compliant
of Combined Parking & Technology Experience	Locations Using Passport	Payments Processed through the Passport Platform	PCI-DSS & SSAE18

While Passport, Inc. was founded in 2010, our strategic growth — including through the acquisition of Complus Data Innovations (CDI) in June 2019 — significantly deepened our institutional knowledge. Complus, founded in 1986, brought more than 30 years of direct expertise in citation management, enforcement operations, and large-scale municipal implementations. This wasn't a simple acquisition of assets — it was a full integration of a long-standing enforcement leader into our platform, our people, and our product vision.

Headquartered in Charlotte, NC, Passport proudly employs over 150 dedicated professionals. With a dedicated team embedded in the Midwest market and familiarity with the City's specific programs, Passport combines national scale with local expertise

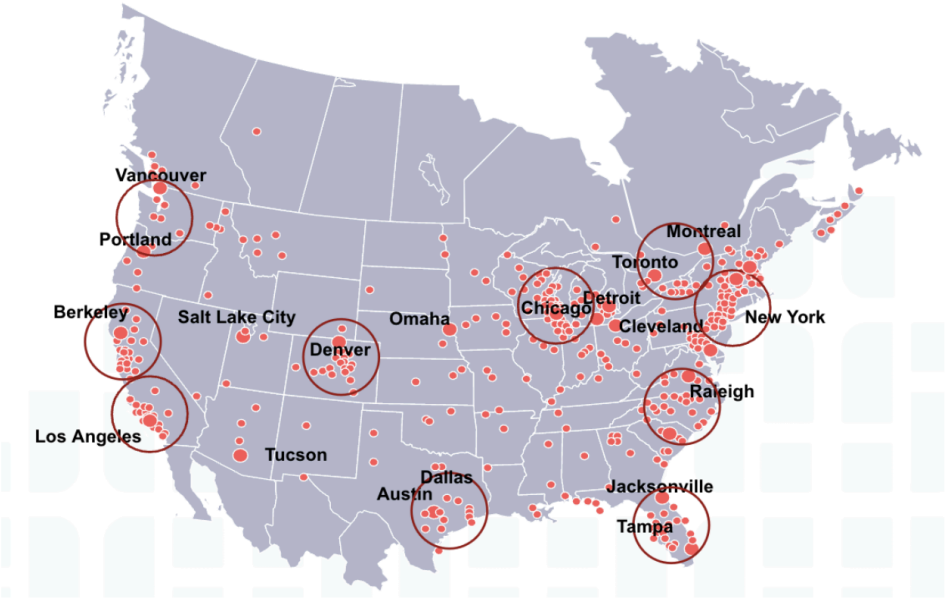
Our Core Business Principles

We amplify a business philosophy and culture built on our three principles:

- **People First --** In all decisions and interactions, whether face-to-face or through our technology, people are our priority. It's not about checking boxes - it's about the meaningful relationships we build and maintain.
- **Think Simple and Scale --** We take the biggest, most complicated problems facing entities and solve them with straightforward and scalable solutions.
- **Be An Owner --** All employees are invested in the future of our business and we all have a stake in our wins and our teachable moments. Collectively, we drive the progress of Passport and our clients.

Who We Serve

Passport supports over 800 partners, including municipalities, parking authorities, private operators, and agencies in managing and optimizing their parking and mobility operations. Our open-architecture design and API-based integrations ensure seamless connectivity with third-party systems, enabling clients to build a fully integrated parking ecosystem without operational silos or manual workarounds. With over 14.3 million end users, Passport has processed 4.8+ billion payments through the Passport Platform.



Passport's Current Client Landscape

Our Platform

Passport's two core product lines, **Parking Software** and **Payments**, are unified through a centralized back-end portal that consolidates all operational data into a single view for real-time, data-driven decision-making.

- **Parking Software:** Enforcement & Adjudication, Digital Permitting, and Mobile Payments.
- **Payments**: Mobile & web payments, meters, kiosks, and card-present POS devices.

Unlike private-sector processors, Passport dedicates its product development, engineering, and support resources exclusively to government clients, ensuring solutions are purpose-built for municipalities rather than retrofitted from general e-commerce. Please see the following table for additional details on Passport's full product suite.

PASSPORT'S PRODUCT SUITE	
Compliance A cloud-based enforcement system that provides real-time access to insights and data	**Paid Parking** A parking payment management solution with mobile and digital payment options that scale
Permits Digital permitting and meter bagging solutions that eliminate paper and manual processes	**Payments** A cost-saving and unified payment solution specially designed for parking and mobility

Supplementary Solutions		
SpotBlock Reserve a parking spot with our reservation system	**Photo Enforcement** Enforce compliance through license plate recognition	**Performance Benchmarking** Leverage data from other cities and compare outcomes

Our Commitment to Innovation

Passport is committed to continuous investment in our Software-as-a-Service (SaaS) solutions, ensuring we remain North American municipalities' preferred parking compliance and curbside payment solution. As an active member of the Open Mobility Foundation, we advocate for data standards to facilitate data-driven decisions.

Implementation & Integration Expertise

We have successfully implemented solutions in over 5,000 locations across the U.S. and Canada. Our experience includes complex integrations and migrations from legacy technologies, ensuring a smooth transition and standardized technology-first solutions. City's benefit from our extensive experience and innovative solutions by partnering with Passport, enhancing their mobility management and creating a more efficient, user-friendly parking system.

Partnering with Passport

Partnering with Passport ensures innovative solutions, expert guidance and a collaborative approach to achieving your compliance and parking management objectives. Here's what you can expect:

- **Centralized Data Management --** With Passport's portal as the foundation for all of our products, clients can visualize all mobility operational data in one central location.
- **Simplified, convenient parking experience --** Convenient digital payment options and an intuitive mobile interface provide the foundation for parking compliance and repeat visitors.
- **System Security --** Passport uses an advanced tokenization system that converts credit card numbers into random characters, making the data useless to criminals or hackers. As a PCI-certified Level 1 service provider by all major card networks/brands, Passport undergoes annual certification to maintain compliance. Additionally, through a partnership with Amazon Web Services (AWS), we leverage AWS Government Cloud for government-compliant security, a capability often unavailable to other processors not specialized in this industry.
- **Easy integration --** Passport operates under an open-architecture structure, using open application programming interfaces (APIs) to fully integrate its clients' parking operations.
- **Industry experts guidance --** Passport's seasoned and knowledgeable teams guide entities through the implementation, launch and support phases of their projects. Passport's Client Success Representatives provide continuous support throughout the contract term.

For this proposal, Passport has partnered with Total Parking Solutions, LLC (TPS), an authorized Flowbird distributor with over 20 years of experience supporting municipal parking programs. TPS supplies, installs, and maintains the physical pay stations, kiosks, and meters for this project, while Passport provides the software, payments, and enforcement platform, giving Auburn Hills a single, coordinated team responsible for both the hardware and the technology behind its Downtown Paid Parking program.

Experience in Michigan

Passport's presence across Michigan reflects deep, established experience supporting municipalities much like Auburn Hills. Today, 30 Michigan municipalities, downtown development authorities, and institutions rely on Passport for mobile pay parking, parking enforcement, or both, spanning communities from Grosse Pointe to Sault Ste. Marie. The table below highlights these Michigan partners alongside the specific solutions each has entrusted to Passport.



CITY NAME	MOBILE PAY PARKING	ENFORCEMENT
Ann Arbor Downtown Development Authority	✓	
City of Battle Creek MI	✓	
City of Benton Harbor MI	✓	✓
City of East Lansing MI	✓	
City of Ferndale MI	✓	✓
City of Flint MI	✓	✓
City of Grand Rapids MI	✓	
City of Grosse Pointe MI	✓	
City of Grosse Pointe Park MI	✓	
City of Grosse Pointe Woods MI	✓	✓
City of Jackson MI		✓
City of Kalamazoo MI		✓
City of Lansing MI	✓	
City of Luna Pier MI	✓	
City of Midland MI		✓
City of Monroe MI		✓
City of New Buffalo MI	✓	✓
City of Owosso MI		✓
City of Plymouth MI		✓
City of Pontiac MI	✓	✓
City of Port Huron MI		✓
City of Sault Ste Marie MI	✓	✓
City of South Haven MI	✓	✓
City of St Joseph MI	✓	✓
City of Ypsilanti MI	✓	✓
County of Ottawa MI		✓
Marquette MI Downtown Development Authority	✓	
Michigan State University	✓	
Village of Clarkston MI	✓	✓
Village of Lake Orion MI		✓

References

Passport is pleased to provide the City with 3 references of comparable scope and size. Please refer to section 12. Professional References for complete reference information.

Proven Reliability and Uptime

Passport will agree to a system with uptime of at least ninety-nine point nine percent (99.9%) calculated over a rolling six-month period ("uptime guarantee"). Passport's system uptime has averaged above 99.9% for the last 12 months.

This track record is backed by infrastructure built for government-grade reliability. Passport maintains SSAE18 and PCI-DSS compliance and leverages Amazon Web Services (AWS) Government Cloud for government-compliant security and resiliency, a capability not typically available through processors that aren't purpose-built for the public sector. Passport's platform currently supports over 5,000 locations across the U.S. and Canada and has processed more than 4.8 billion payments to date, a scale of continuous operation that reinforces the uptime figures above.

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2. Detailed System Description

In the section below, we describe how Passport's mobile parking app, together with the physical kiosks and meters provided by our partner Total Parking Solutions ("TPS"), support Auburn Hills' downtown program. Customers select their parking zone within the app, and the app automatically applies the correct rate and time limit for that zone, whether the $1.50/hour two-hour on-street rate or the $1.00/hour three-hour lot rate. Each session is tied to the customer's license plate rather than a numbered space, supporting Auburn Hills' pay-by-plate approach, and the app enforces the City's operating windows so no charge applies on Sundays, holidays, or designated free events. Because the app is one of several payment channels, alongside the TPS-provided kiosks and meters detailed below, no customer is limited to an app-only experience.

2.1 System Design & Equipment

- **Pay stations, kiosks, meters, and mobile-based payment systems**

Pay Stations, Kiosks, and Meters

For the kiosk and pay station equipment covering the Primary Street lot and Auburn Road on-street locations, Passport has partnered with Total Parking Solutions, LLC ("TPS") to deliver, install, and maintain the physical hardware described in this section. Founded in 2005 and headquartered in Downers Grove, Illinois, TPS has spent over 20 years supporting municipal parking programs, and today serves more than 100 municipal and institutional clients across six states with over 1,000 terminals deployed. TPS is an authorized distribution partner for Flowbird multi-space parking equipment, and its exclusive reseller and preferred maintenance partner in Illinois and Florida, giving Auburn Hills direct access to Flowbird parts, firmware support, and equipment terms not available through general resellers. TPS and Passport already partner together across dozens of municipalities nationwide to deliver integrated payments, mobile app, permitting, and enforcement solutions, so this pairing brings an established, proven working relationship to Auburn Hills rather than a first-time integration. The following pages detail the specific hardware, installation approach, and ongoing support TPS will provide as part of this proposal.

Flowbird CWT S4 Multi-Use Kiosk:

Model	Flowbird CWT S4 multi-use kiosk (solar / battery / mains-AC multi-space terminal)
Manufacturer	Flowbird Group — TPS is an authorized Flowbird distributor
Construction	304 stainless steel, powder-coated with anti-graffiti design
Dimensions (H x W x D)	61.22" x 16.42" x 15.35" | Weight: 229 lbs
Environmental rating	0°F to 140°F (-31°F with main heater); up to 97% humidity
Compliance	EN 12414, CE, FCC, ISO 9001
Display	9" color touchscreen; multiple languages supported; optional front-face lighting
Enforcement modes	Pay-by-plate, pay-by-space, and pay-and-display
Coin payment	Up to 16 coins/tokens, three-switch controlled, reprogrammable; mechanical coin slot shutter with inductive loop; coin canister capacity 2,600 quarters
Bank note payment	4-way note insertion; single bill escrow; bill stacker capacity 500 or 1,000 notes
Card payment	Magnetic stripe, EMV chip, and contactless (tap-to-pay) acceptance; cashless configuration also available if needed
Power supply	Battery (12V DC), Solar (12V, 13.6W), or Mains (230V/115V AC) — solar is well suited to the on-street meter locations
Security	4-point locking system; cash vault with 0.24" hardened steel, drilling-protected locking latches
Ticket / receipt	Thermo-electric printer, landscape or portrait, graphics supported; 4" paper roll, 3,000 tickets per roll
Communications	GPRS or 4G LTE cellular modem
Back-office / CMS	Connected to Flowbird's back-office suite; rates remotely configurable; real-time financial, collection, card transaction, and maintenance alert reporting
ADA compliance	Yes — accessible design per ADA requirements

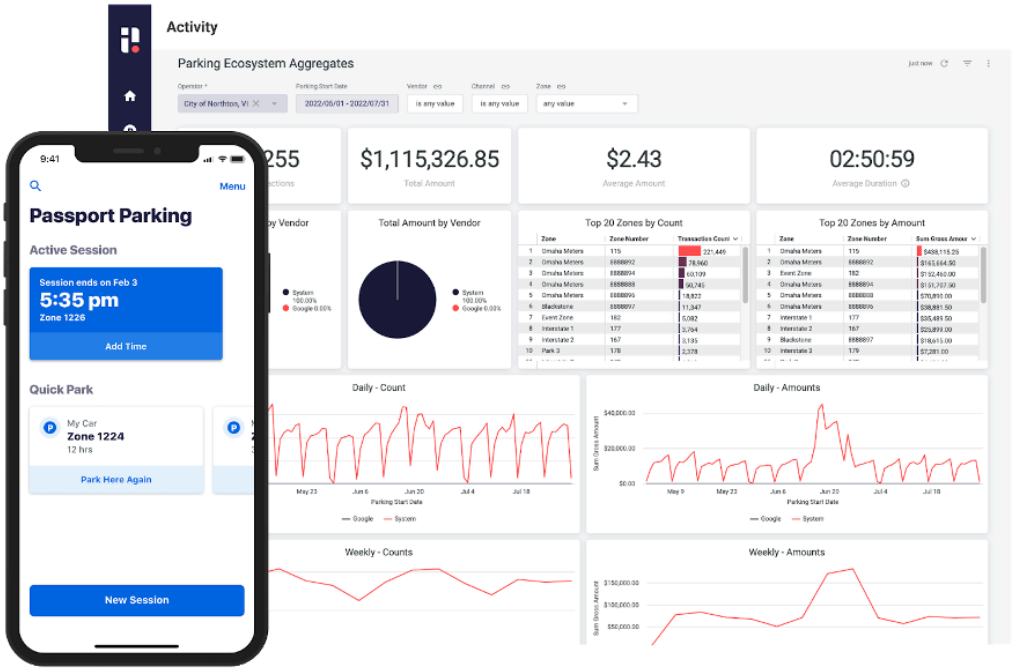
Cash and coin acceptance: the CWT S4 accepts coins/tokens, bank notes, and card payments at the kiosk, satisfying the City's requirement that cash payment be available at the surface parking lot.

Per Addendum #2, the individual parking meters along Auburn Road will accept credit/debit card and contactless payments only, so TPS will configure these units without bill or coin acceptors, which

also reduces the unit price of each machine. This is separate from the limited number of standalone kiosks also planned for Auburn Road, which will retain full cash and coin acceptance so parkers who prefer not to use a card, app, or text-to-pay still have that option along the corridor.

Passport's Mobile-Based Payment System

Passport's industry-leading Mobile-Based Payment System features the "Passport Parking" application, a seamlessly integrated platform for iOS and Android users, enabling a streamlined, digital parking and payment experience. Customers will experience a seamless digital parking transaction via Passport's parking app, while the City staff will be provided with Passport's portal, a robust back-end system for real-time parking management.



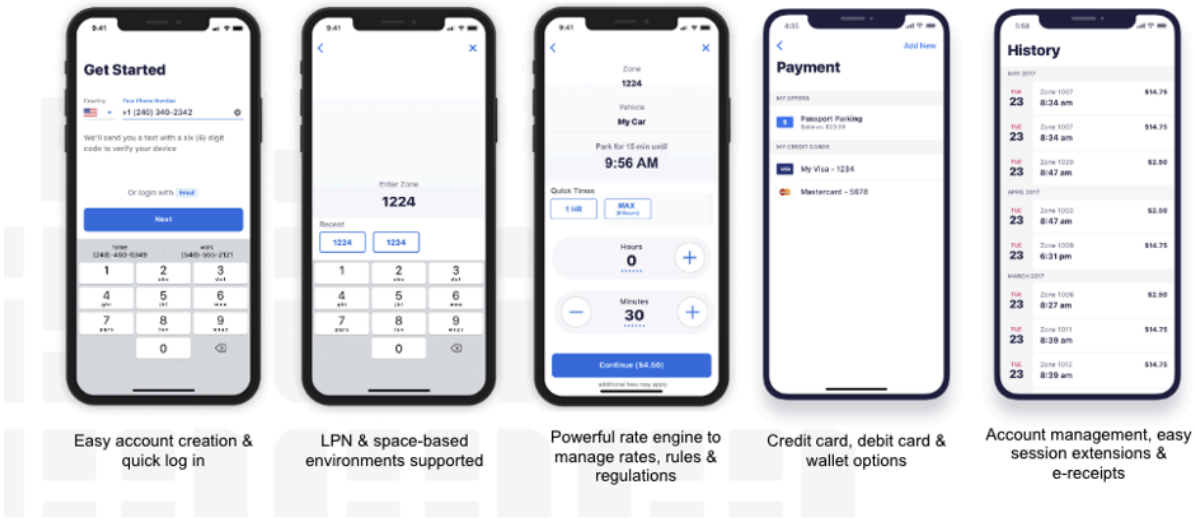
Passport Parking Application Dashboard

The application provides the framework to create a simplified and seamless customer experience, resulting in greater parking compliance and an increased likelihood of using the app to park again.

With Passport's mobile parking payment solution, customers will be able to:

- Register for an account in less than 1 minute by collecting the minimal amount of data needed (valid email/phone number and payment info); customers will be registered and ready to park in no time!
- Initiate and extend parking sessions [simplified based on zone, vehicle license plate number (LPN), or parking space] without returning to their vehicle.

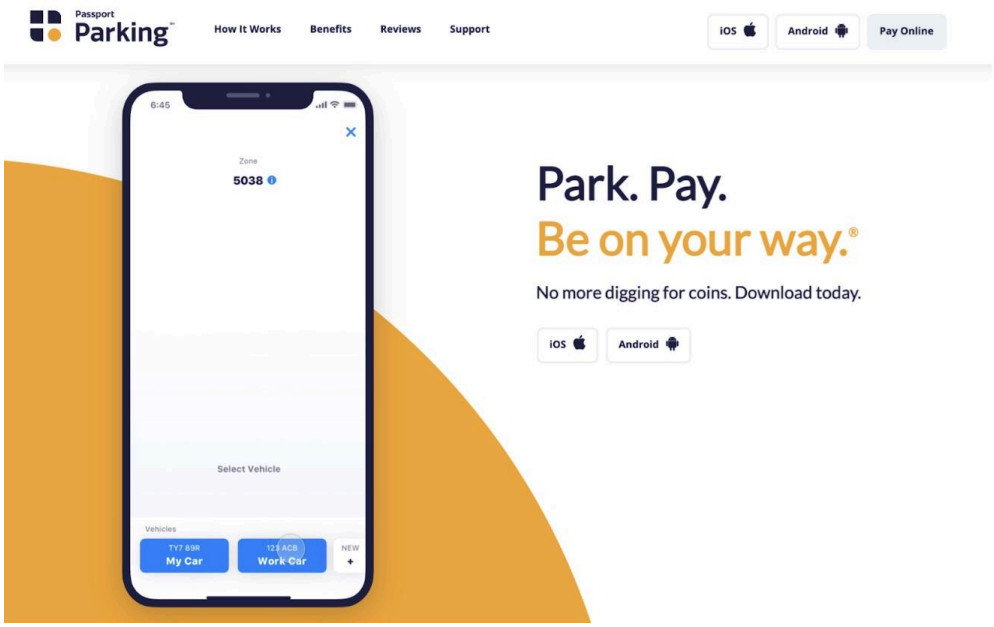
- Add account information, including multiple vehicles, payment options, and profile details.
- Save time through shortcut features that recognize customer parking patterns and leverage GPS location to streamline the user experience.
- Receive a receipt for each session detailing charges and access their entire parking history from the app account page.
- Access support through an in-app FAQ page and a “Contact Us” option to submit a help request to Passport’s Product Support team.



Passport Parking Application Payment Flow

Web Browser

Passport also provides a mobile-optimized companion website that will mimic the look and feel of the Passport mobile application for users with alternative platforms (e.g., Blackberry, Windows Mobile, etc.) or who do not wish to download an app. This website is accessible via all modern web browsers. It will feature a slightly different UI experience than the app but will provide access to all the same core features and functionality, ensuring the same end-user experience. The web browser option enables customers to register for a Passport account via desktops, tablets, or other mobile devices.

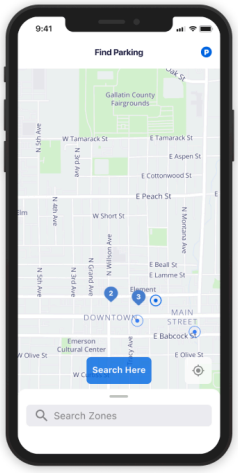


Passport Parking Landing Page

Whether using the mobile phone application or the companion mobile website, customers can access all the same features and functionality to initiate sessions and manage their Passport accounts.

Passport Parking Session & Expiration Notification

The Passport Parking application will notify customers of their expiration at a predetermined time. Prior to session expiration, customers will receive a notification from the app reminding them that their session ends soon. Customers are given the option to extend their time in the app remotely. The City can set limitations on extensions to help increase overall parking compliance and parking turnover, and extensions will never exceed the maximum parking time associated with a rate or zone location. Once customers have started their session, an "Active Session" tile will appear on the app's main screen. This shows the zone, session end time and other details about the parking session. Extending sessions is not supported in the Text to Pay or Guest Checkout features.



Map Integration

Passport's 'Find Parking' capability allows users to navigate a map that is geographically relevant to their GPS location and displays parking zones and their respective availability. The map is built with Mapbox, a third-party map design tool and library that allows Passport to build a map that is on-brand with minimal development effort. Please note that for the "Availability"

functionality to work, the City will need sensory technology from a third-party company such as Cleverciti or Eleven-X. More details can be provided upon request.

Passport's in-app map helps customers find and return to parking zones with ease. This feature uses geo-location to pinpoint a customer's exact location and display nearby zones. Customers can pan and zoom the map, search by zone number, and quickly navigate back to a previously parked zone by referencing that number. After selecting a location, customers will see three options: "Directions," "Park Here," and "About."

- Directions will provide turn-by-turn navigation to the specific zone via Google Maps (or Apple Maps if Google Maps isn't installed).
- Park Here allows customers to start a session from the selected zone.
- About opens the "Zone Information" section, which contains additional location details and a description for that zone—helping customers understand any special rules or landmarks.

Restrictions & Notifications

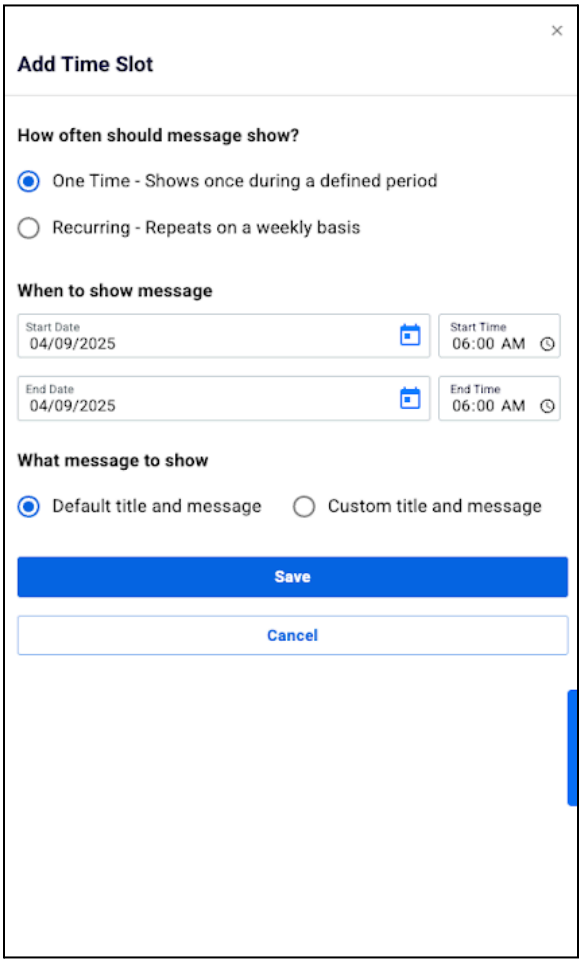
Restrictions

The City can set up "Restrictions" in the Passport Parking app to manage parking based on specific criteria:

Setting Restrictions

When criteria are met, customers are prevented from parking and given an explanatory message.

- **Identification --** City staff will label each restriction with an internal-use Default Title and a "Restriction Category" for organization (e.g., rush hour restrictions).
- **Public Message --** Staff assign a Default Message, which displays to users about the restriction.
- **Types of Restrictions --** These are defined rules that limit parking access based on specific conditions or timings.
    - One Time -- For specific date ranges and times, staff can use custom messages instead of the default.
    - Recurring -- Allows daily restrictions without daily setups. Features a "Quick Action" for setting sequential restrictions (e.g., from "Mon @ 3:00 PM to Mon @ 4:00 PM" to "Tues @ 3:00 PM to Tues @ 4:00 PM").



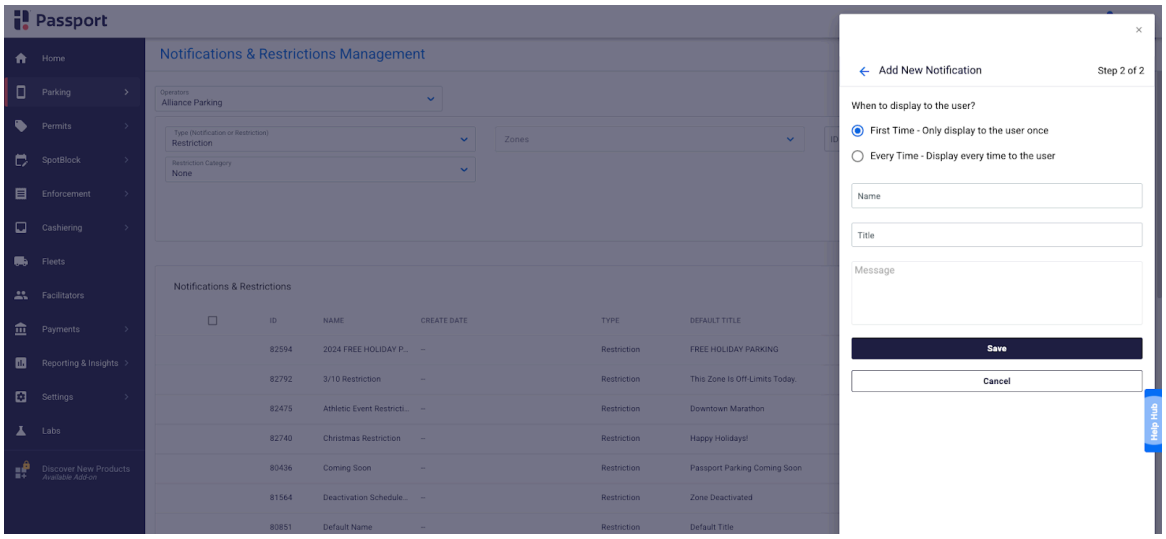
Parking Restrictions and Session Extension & Setting Restrictions in Passport's Portal

Notifications

A "Notification" will prompt messaging to customers to provide pertinent information based on City-defined criteria, but will still allow customers to proceed with parking. Similar to "Restrictions," City staff will assign a Default Title as well as a Default Message for each "Notification."

"Notifications" can be set up to display the "first time" or "every time" customers use the app and park in an applicable location.

- **First Time --** The "Notification" will only display to customers once (i.e., if customers park there again, it will skip displaying the message).
- **Every Time --** The "Notification" will display every time, regardless of whether customers parked there previously.



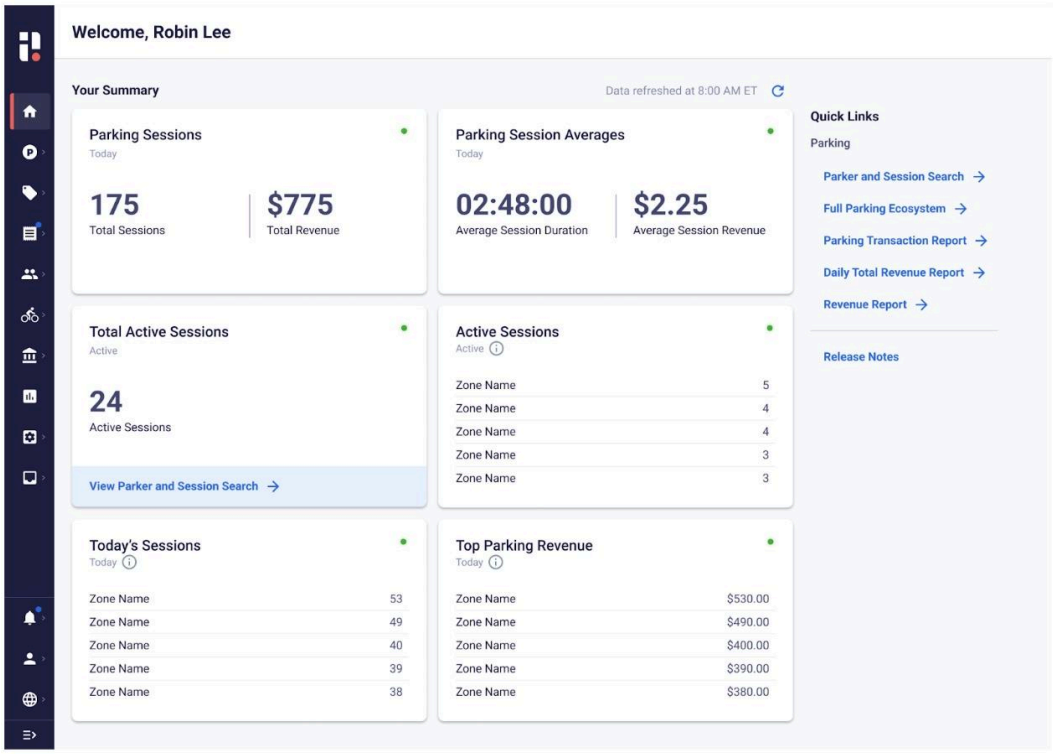
Setting Up Notifications within Passport's Portal

Language Availability

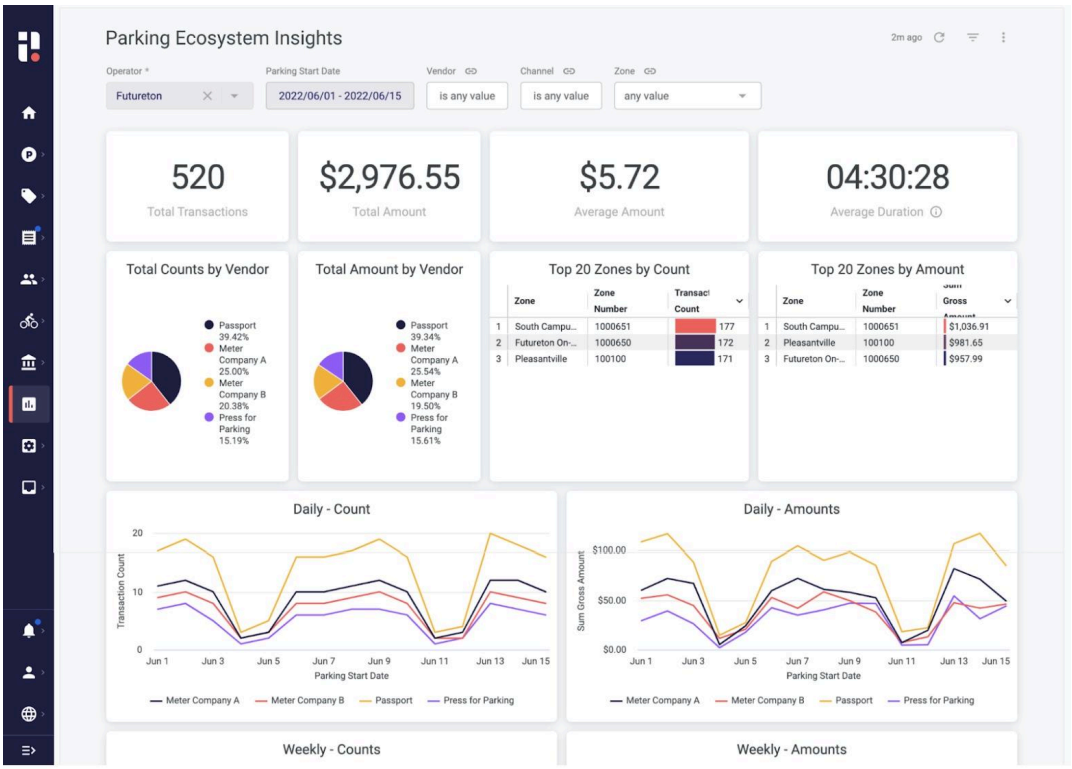
Passport's parking app currently supports English (US), French (CA), Spanish (MX), and English (GB), while IVR is available in English and Spanish. Our Guest Checkout and Text to Pay features support English as well. If the phone's language is set to something other than English, Spanish, or French, the application will default to English.

Dashboard

As users log into Passport's portal, they will also be presented with a dashboard that will provide an overview of the City's parking environment. The City can visually track key data points and performance throughout its parking locations. As parking transactions are initiated on the street, City users can gather metrics quickly, such as transaction counts, average session value, and total net revenue. These metrics can be further refined by applying zone or date filters. The dashboard will also provide strategic data insights to help the City identify any trends in parking activity (e.g., revenue is up by 5% month over month).



Parking Homepage Dashboard in Passport's Portal



Parking Ecosystem Insights

Parking Settings & Configurations

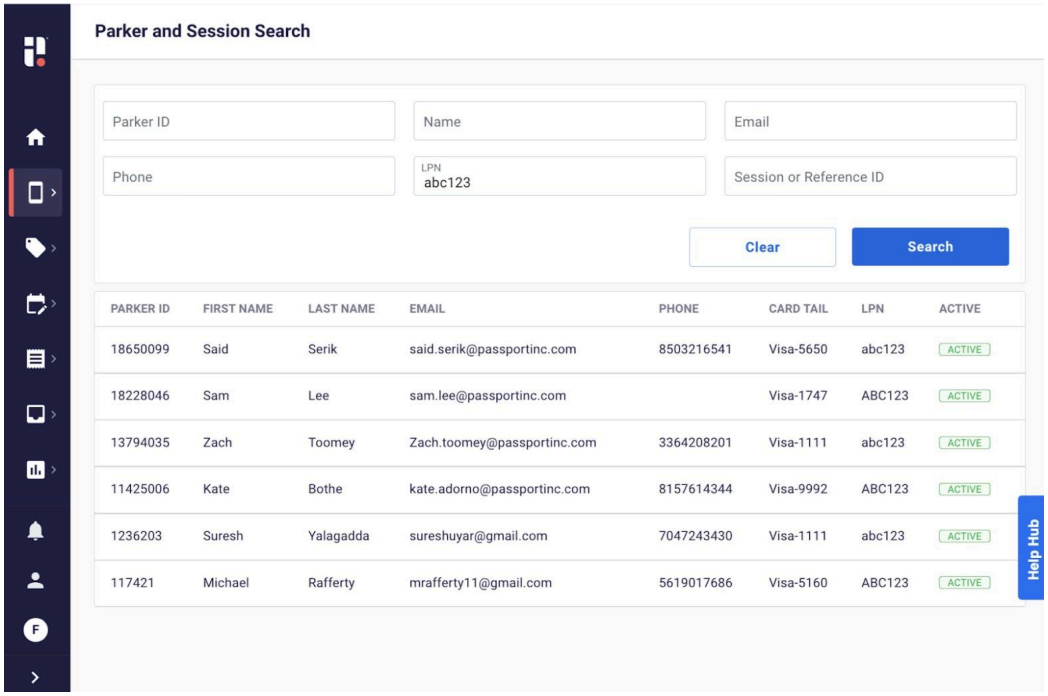
The City will maintain control over back-end system access, tailoring functions and report access based on individual roles. The City will have at least one main trusted administrator who will manage all other accounts, including account creation, access control, and password resets.

To monitor system changes and prevent impermissible access, Passport's portal requires a valid username and password, which enables an audit trail record of all processing actions within the system.

The "Parking Session Lookup" page within Passport's portal allows City staff to look up individual transactions and find additional information as needed. City staff can use several search criteria to locate a particular session/user, including:

- **Session ID --** the unique identifier for Passport Parking sessions
- **Parker ID --** the unique identifier for Passport Parking app users
- **License Plate Number --** vehicle used to park
- **Zone Number --** location where the session took place
- **Status --** multiple selection drop-down of session status (e.g., active, voided, expired, etc.)

After clicking "Search," the system will return all transactions that match the search criteria. The results will display the following data points: Session/Reference ID, Parker/Account ID, LPN/Space, Session Start Time, Session End Time, Total Fee, and Status. Figure: Parking Session Lookup below shows all transactions that meet the filter criteria with a status of "ended."



Parking Session Lookup

- **"Pay by Plate" method**

In line with Auburn Hills' stated preference for a pay-by-plate model, Passport's system ties every parking session to the vehicle's license plate number rather than to a numbered space or a printed permit. This works as follows:

- **Zone-based entry --** rather than selecting an individual space, the customer selects) the parking zone they're in. For example, the Primary Street lot or a defined Auburn Road on-street zone, eliminating the need for the City to paint or maintain individual space numbers.
- **License plate as the transaction key --** the customer enters their LPN once (or selects a saved vehicle from their account) at the app, kiosk, or meter. That plate number, zone, and session expiration time are written to Passport's back-end system in real time, regardless of which payment channel was used to pay.
- **No physical permit or receipt required on the dash --** because the session is validated electronically against the LPN, customers don't need to display a paper receipt or ticket, and the City avoids the enforcement and litter issues that come with physical permits.
- **Real-time enforcement validation --** enforcement staff use a handheld device to scan or enter the plate and immediately see whether that vehicle has an active, paid session for its current zone, without needing to check a specific space.

- **Consistent across all payment channels --** because kiosks, meters, and the mobile app all write to the same LPN-based session record, a customer can pay by phone and be validated by an officer checking the lot minutes later, with no reconciliation step in between.
- **Zone definition support --** Passport will work directly with Auburn Hills to define the specific parking zones (Primary Street lot vs. Auburn Road segments) needed to support this model, as called for in the RFP.

- **Signage design compliant with local regulations**

Per Addendum #2, Auburn Hills will handle the design, printing, and installation of parking signage in-house. Should the City wish to leverage Passport's experience in this area, Passport is glad to assist with signage design recommendations, such as messaging, placement, and information hierarchy, during implementation, at the City's request.

2.2 Installation

- **Equipment installation and setup**

TPS field technicians manage the full installation cycle for Auburn Hills' kiosks and meters, from initial site survey and foundation/mounting through unit placement and functional testing prior to go-live. To minimize on-site configuration time, kiosks are staged and fully tested, including rate tables, payment processing, and back-office connectivity, before they are ever shipped to the site.

For the Primary Street lot, TPS will coordinate installation timing around the fall reconstruction noted in the RFP, ensuring kiosks go in only after that work is complete. Along Auburn Road, TPS will work directly with the City to finalize exact meter locations, consistent with the RFP's requirements.

One item to note: parking kiosk installation requires a concrete substrate for bolt-down mounting using stainless steel anchors. Any necessary concrete work therefore falls outside TPS' scope and remains the City's responsibility.

- **Integration with existing infrastructure**

Expansive Integrations

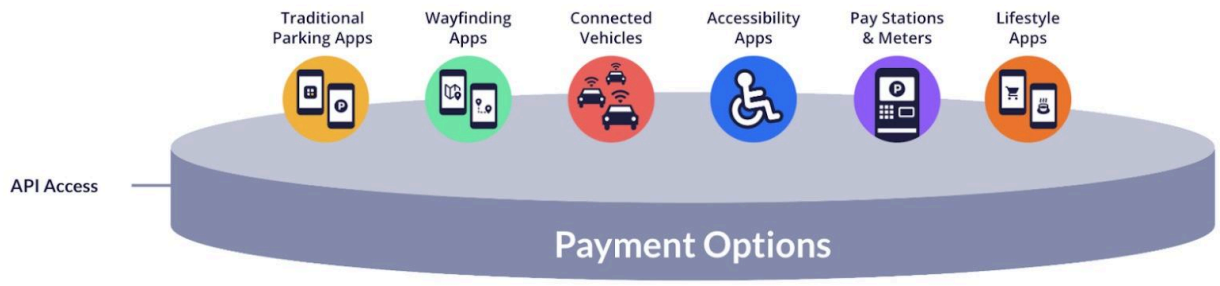
As Passport grows, so does the reach of its capabilities within its clients' parking and mobility operations. Passport currently integrates with 35+ software providers across the parking and transportation industry. Below, Passport has provided an abbreviated list of vendors it integrates with, including meter/pay station hardware providers, enforcement vendors and LPR vendors.

ACTIVE TECHNOLOGY INTEGRATIONS				
Enforcement/LPR		**Meter/Pay Station**	**Pay-by-Cell or Digital Permits**	
Data Ticket	T2/Digital	IPS	Honk Mobile	PayByPhone
Tyler Technologies	TurboData	Flowbird	Flowbird	ParkMobile
AIMS	Gtechna	MacKay Meters	T2	Mobile Smart City (Pango)
Duncan/Civic Smart	Genetec LPR	Global PS	Zephire	Tiba/HUB

Integrations with Providers in the Industry

Open APIs

Passport uses Application Programming Interfaces (APIs) to connect its platform with other systems in its clients' parking environments. The City will directly access transaction information (license plate, start time, end time and location) within Passport's portal. The participating vendor will be responsible for any potential development to integrate with Passport's open API. If the City would like to connect any additional new APIs, a development fee may be associated, which would be determined at the time of the request.



An Ecosystem for City Success

In the interest of security, access to these APIs will be restricted to authenticated applications only. Passport has several APIs in place to connect the different vendors and systems operating across one location. Below are two of Passport's primary API setups that the City's vendors can leverage to connect to Passport's mobile pay parking solution, provided they conform to Passport's industry-standard authentication model.

Parking Rights API

This API puts in place monitoring integrations that allow enforcement officers to determine whether a vehicle has a “right” to be parked in a specific area. These rights can be granted through various mechanisms, including payments via mobile pay parking apps, meters/pay stations, permits and more. When plugged into these APIs, enforcement officers can receive parking right data associated with either zones, vehicles, or space numbers. Passport utilizes these APIs to connect its mobile pay parking solution with several of the vendors listed in Table above (e.g., Flowbird, Global PS, T2, Duncan, etc.). These could be leveraged to connect with any other provider the City desires.

Events API

Passport has made an event ingestion API publicly available with the purpose of allowing third parties to share parking session events in real time and can be utilized in two ways:

1. For parking session events, it shares authorized parking session information for enforcement and reporting purposes.
2. For sensor and IoT events, the API provides a method for sharing occupancy.

Additionally, Flowbird has an open API that can integrate with any city infrastructure. TPS can work with the City as required to ensure this integration is completed successfully.

- **Training City staff on the payment system and software**

Passport Training

Passport’s Client Implementation team has a defined training methodology to ensure that the City is fully enabled to utilize Passport’s parking, enforcement, and payment solutions. Passport will assist the City in determining which individuals/departments should attend training sessions and scheduling those sessions regarding the expected launch date. The training delivery methods, approach, and roles can always be adjusted based upon the City's guidance and Passport will work with the City to set up a training plan that best suits the City's needs.

Training Approach

Passport takes a proactive, role-based training approach with client staff to ensure their overall readiness to effectively and efficiently use Passport’s mobility solutions. Passport’s aim for all learning approaches is to provide the most useful and streamlined learning experience so learners master the skill/behavior in the least amount of time. Learning solutions are delivered in a few methods:



Virtual Sessions provide instructor led, webinar based training via City classrooms or multiple PCs



Self-Service Help Center provides context-sensitive, guided walkthroughs for self-study or self-service

Passport will implement a combination of the above delivery methods to properly train City staff based upon the functional roles within the City's organization. All will be discussed and refined with the City in order to create the best learning experience for all staff.

Passport will train City staff using realistic data to ensure that City staff is receiving comprehensive instruction for how to utilize the system. This can include initiating session monitoring, ticket voids, permit waitlisting, and approval queues as well as how to utilize Passport's portal dashboards and and reporting. This will ensure that each department that interacts with Passport's system is receiving "hands on" training and instruction on how to optimize the system.

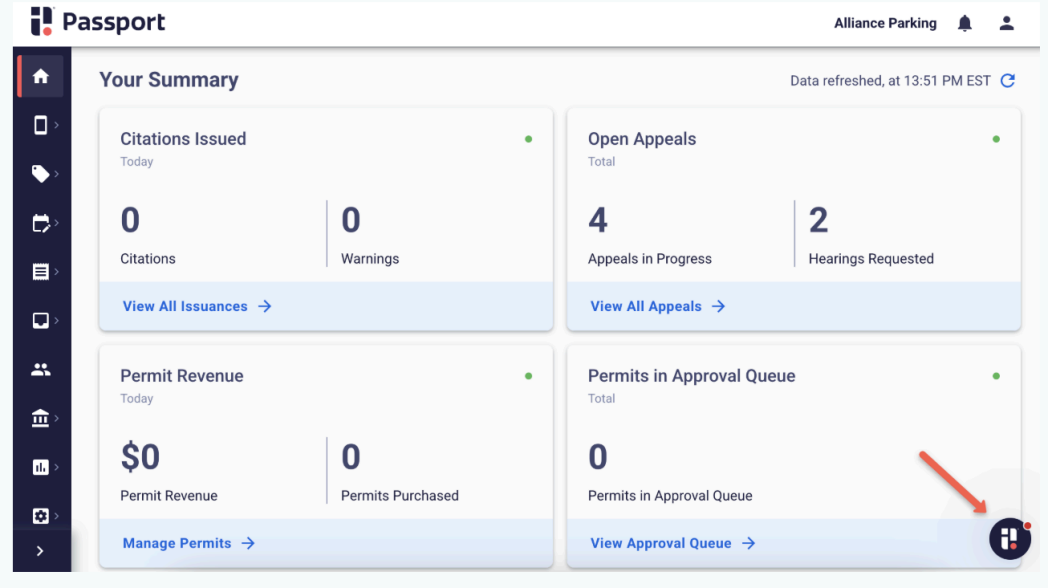
Virtual Training

Passport provides virtual instructor-led training (webinar-based) for all initial training needs. Virtual sessions are also used to deliver follow-up training after the initial session, as well as any continuing education. This approach ensures Auburn Hills staff can be trained effectively from anywhere, offering flexibility as communities and workplaces continue to embrace remote and hybrid work.

Self-Service Help Center

Passport's Customer Support Platform is a fully integrated support experience built directly into Passport Portal, providing a centralized, efficient way for clients to access continued help without leaving the platform. Accessible from the Messenger icon in the lower-right corner of the Portal, users can search the built-in Help Center for knowledge articles, start new support requests, and view open or resolved conversations. The Help Center enables immediate, self-service access to step-by-step guidance and troubleshooting, allowing many questions to be resolved quickly without waiting for support staff.

Below is an example of where you can find the Support Messenger icon:



Messenger Icon

Role-Based Training

Passport provides a comprehensive learning program that focuses on how each functional role utilizes the Passport solution(s). The goal is to increase the overall speed-to-proficiency of learners for the benefit of the City's overall productivity as an organization. Passport will work directly with the City to refine and personalize Passport's current training curriculum to create the best learning experience for City staff. To do this, Passport's training approach addresses three key knowledge inflection points for the City:

1. Knowledge Readiness to perform **User Acceptance Testing (UAT)**
2. Knowledge Readiness to **Launch**
3. Knowledge Readiness to support **Business as Usual (BAU)** operations anticipating new hires, functional role changes and/or promotions

**Roles and approaches can be adjusted based on the City's guidance.*

A. USER ACCEPTANCE TRAINING (UAT)	B. LAUNCH	C. BUSINESS AS USUAL BAU
Virtual training led by Passport instructors to ensure City staff can test and execute the solution's functionality across the City's environment.	Virtual training led by Passport focusing on specialty roles (i.e., management) to support key staff who will be the internal experts in using Passport solutions.	Self Service Help Center will provide context-sensitive, guided walkthroughs for self-study or self-service.

Training Programs

Passport divides its training program into key areas based on the solutions being utilized.

Program Frameworks

Passport divides its training program into key areas based upon the mobility solutions being utilized.

PAID PARKING EXAMPLE FRAMEWORK		
Tell Me	**Show Me**	**Do It**
• End-to-end overview of mobile parking payment app, Passport Parking • Deep dive into Client Portal features to support City's parking environment • Deep dive into the data analytics, dashboards, and reporting options to support City's information needs	• Demo of Passport Parking • Demo of Client Portal features to manage the environment • Demo and tour of all dashboard and reporting options	• Practice with notifications and restrictions • Submitting rate change requests • Practice pulling reports and understanding the information
Business as Usual	*Self-Service Help Center* will provide knowledge articles, start new support requests, and view open or resolved conversations.	
Continued Education	For application enhancements that require virtual training, Passport will work with City management.	

ENFORCEMENT MANAGEMENT EXAMPLE FRAMEWORK		
Tell Me	**Show Me**	**Do It**
• End-to-end overview of enforcement process with violator payment portals • Defining OpsMan Mobile features • Hardware operation • Explaining how the issuance process impacts other teams and City processes (optional-delivered in partnership with City)	• Demo OpsMan Mobile software with multiple scenarios for each feature • Hardware operation & maintenance	• Write citations with scenarios for each feature • Demonstrate hardware operation and maintenance
Business as Usual	*Self-Service Help Center* for context-sensitive, guided walkthroughs for self-study or self-service.	
Continued Education	Passport will work with City management for application enhancements that require virtual training.	

TPS Training

TPS provides hands-on and ongoing training on all hardware and software it supplies, ensuring Auburn Hills staff are fully equipped to operate, maintain, and troubleshoot the kiosk and pay station equipment from day one.

Training Type	Audience	Delivery Method	Content
On-Site Go-Live Training	Field and operations staff	In-person, at go-live	In-person, at go-live
Back-Office/CMS Training	Designated administrative staff	In-person or video call	Rate changes, report generation, and alert monitoring within the WebOffice CMS
Ongoing / Refresher Training	City staff, as needed	Video call	Additional sessions conducted as required beyond initial go-live training

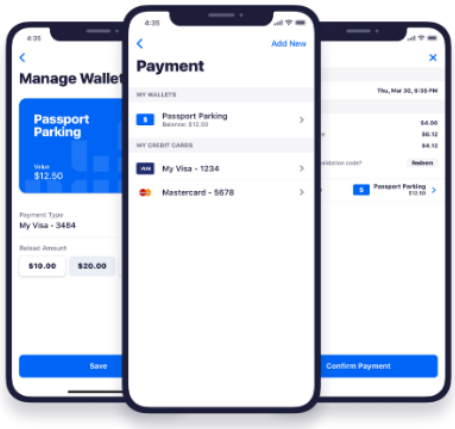
Reference materials and quick-start guides are left with the City following each training session, giving staff a resource to fall back on between sessions.

2.3 Payment Options

- **Mobile app payments**

Payment Options

City parkers will have the ability to use a variety of payment methods, including all major credit cards (Visa®, MasterCard®, Discover®, and AMEX®) and credit-card issuer-backed debit cards, a digital closed-loop wallet program, Apple Pay®, and Google Pay™. Passport is also listed as a certified gateway provider on both Visa and Mastercard's national registries and is recognized as a sponsored service provider for both companies. Passport implements tokenization to remove sensitive card details and maintains PCI DSS certification as a Level 1 service provider by all major card networks.



Google Pay and Apple Pay are also available as additional payment options to pay for single transactions or to fund a Passport Parking wallet through Passport merchant services. Digital payment options offer a number of benefits, including:

- Drive mobile adoption by offering customers more convenient ways to pay for parking at no additional cost to the City.
- Enhance the checkout experience by allowing customers to bypass the manual entry of their credit card information before checkout. This is particularly helpful in driving conversion for first-time customers by eliminating this pain point and also helps to decrease decline rates due to entry errors.
- Promote cardholder security, as digital wallet transactions have an extra layer of security.

Payment Confirmation

Customers must confirm their payment when starting a session. The confirmation page details the zone, space number, vehicle, start and end times, parking and convenience fees, and payment method. Upon confirmation, the payment method is authorized. If incorrect information is entered (e.g., wrong PIN, invalid zone or card number), an error message prompts re-entry. Invalid or insufficient funds result in payment denial and no "Active Session" tile in the app. After completion, customers receive an email receipt, and all past sessions are accessible in the "History" screen, with the option to resend receipts via email.

QR Code

Passport's parking platform can be configured to support QR codes based on access or payment flows. However, we do not recommend using physical QR codes due to the increasing risk of fraudulent activity associated with them. If QR codes are requested, Passport strongly recommends the use of dynamic or digital QR codes (e.g., presented within a secure app or website) to help minimize potential misuse and security vulnerabilities.

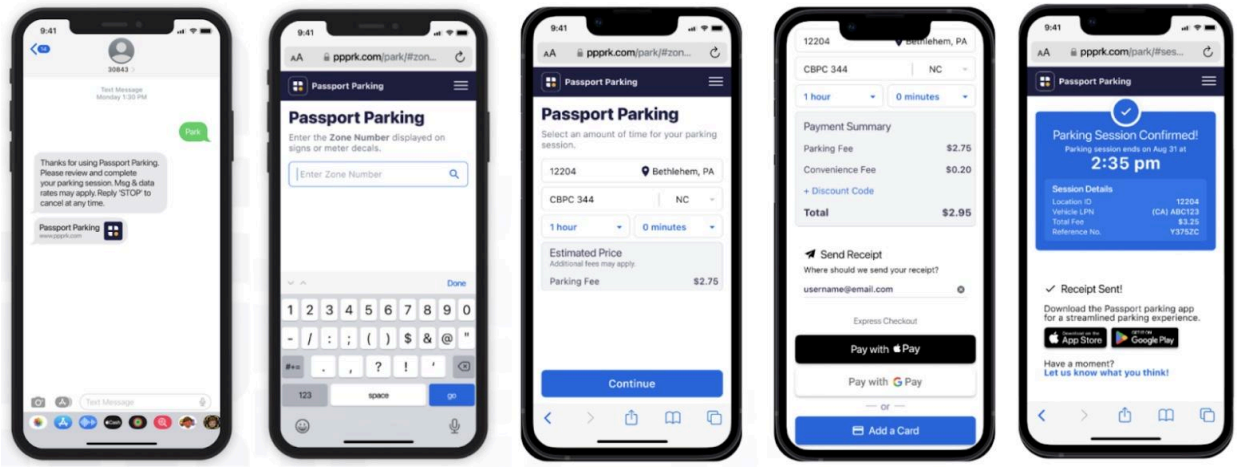
Passport expressly disclaims all liability related to the use of QR codes. The City assumes full legal and operational responsibility for any fraudulent activity, misuse, or security or data breaches that may arise from their deployment or distribution.

Registration via IVR

Passport can provide an IVR solution to accept parking payments via phone call. The City, or Passport, will procure a toll-free phone number, and Passport will program the phone line with its IVR call tree to prompt callers to register and/or pay for parking sessions. If an account has already been established for the incoming number, the IVR system will recognize and initiate a session using that account information. IVR is available in English and Spanish.

- **Text-to-pay payments**

City parkers will have the option to use Passport's Text to Pay feature. This feature allows users to receive a link to initiate a parking session by texting a short code number using specific keywords. This offering provides a quick, contactless transaction process without relying on meters.



Passport's Text to Pay Process

- **Credit/debit card acceptance at pay stations, kiosks, and meters**

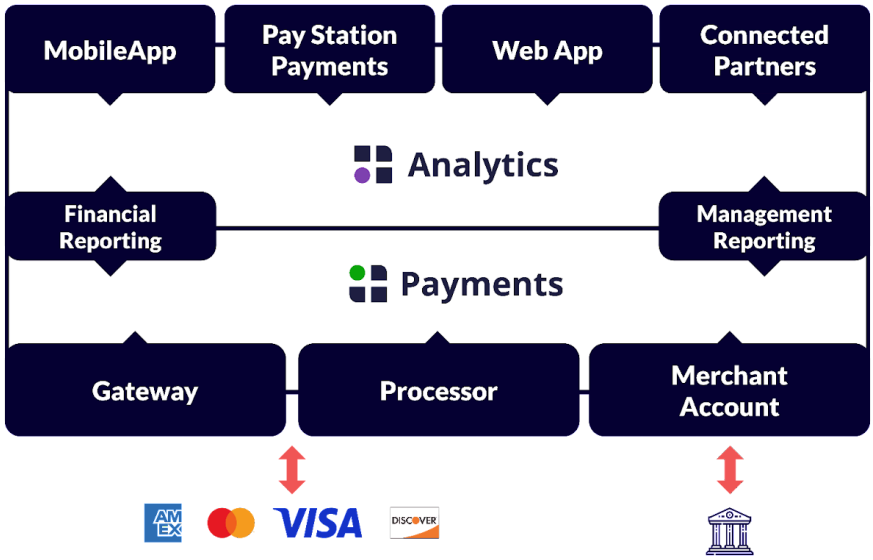
Card Present

Passport's payment processing solution, powered by Worldpay from FIS, also provides the scale and stability of the industry-leading processor. Through its platform integration with Worldpay's processing and merchant settlement services, Passport can streamline the City's reporting and reconciliation process, providing tremendous data, efficiency and value to the City and its stakeholders. For Passport's mobile pay parking application, on-street parking meters and other point-of-sale environments, Passport will support both EMV and card swipe authorization methods, providing connectivity to the City's existing meter provider, Flowbird and future multi-space meter providers. For all the methods listed above, Passport supports processing on Worldpay's Core platform.

- **Card not present transactions --** Passport connects to the Worldpay platform via Cybersource.
- **Card present transactions --** Passport connects to the Worldpay platform via Tender Retail or TSYS.

Passport Payments

Passport provides a unified payment ecosystem purpose-built for parking and mobility. By selecting Passport for both [product] and payment processing, City benefits from a single, integrated platform that reduces costs, streamlines financial operations, and delivers a seamless experience for staff and customers alike.



Passport's Payment Solution Overview

Passport is a full-service merchant services provider offering an end-to-end payments platform built for transparency, control, and convenience. Since 2015, Passport has processed payments nationwide, helping agencies simplify operations, improve cash flow, and gain complete visibility into their financial ecosystem.

As a registered merchant services provider and Level 1 PCI-certified organization, Passport meets rigorous standards established by card networks, financial institutions, and regulatory agencies. Advanced tokenization and banking-grade infrastructure help safeguard sensitive payment data while ensuring reliable transaction processing.

Why Passport Payments?

Lower Processing Costs

- Exclusive Small Ticket Incentive Agreements with Visa & Mastercard
- Optimized rates for high-volume, low-value parking transactions
- Daily settlements for improved cash flow

End-to-End Reliability

- One unified platform: parking, permitting, citations, payments & reporting
- Fewer vendors = fewer failure points
- Consistent uptime and superior performance

Streamlined Operations

- Simplified reconciliation and reporting
- Faster, cleaner financial processes
- Fewer manual steps and reduced administrative overhead

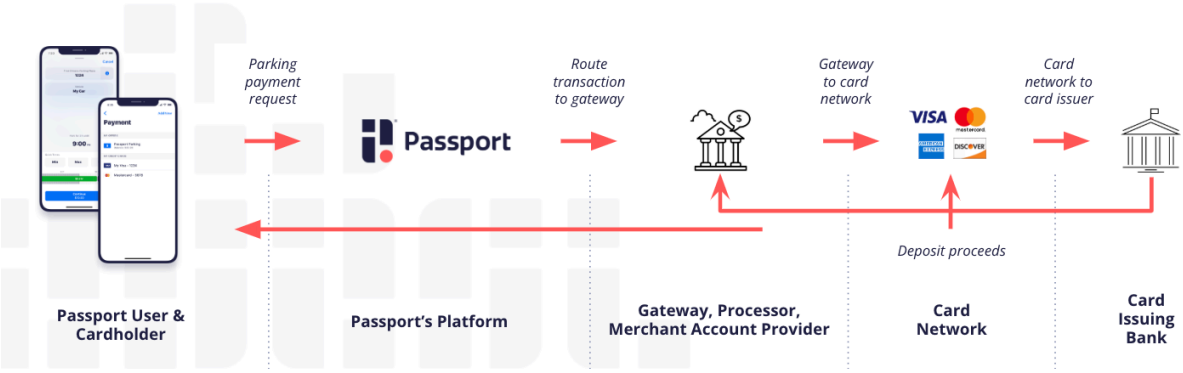
Dedicated Support

- Access to Passport's payment experts
- Assistance with refunds, reversals, and chargebacks
- Ongoing training and client success support

Industry-Leading Security

- Advanced tokenization to protect cardholder data
- PCI Level 1 certified
- Banking-grade infrastructure and annual compliance audits

How Passport Payments Works



Payment Processing Procedure

1. Customer initiates payment in Passport platform
2. Card data is instantly tokenized for maximum security
3. Passport processes the transaction as your Merchant of Record
4. Funds are deposited daily into the City's account
5. Real-time dashboards support reconciliation, reporting & chargeback management

Finally, Passport Payments helps your organization boost revenue, reduce friction, and gain total control over your financial ecosystem — all within one powerful platform built for parking.

Unified Financial Operations

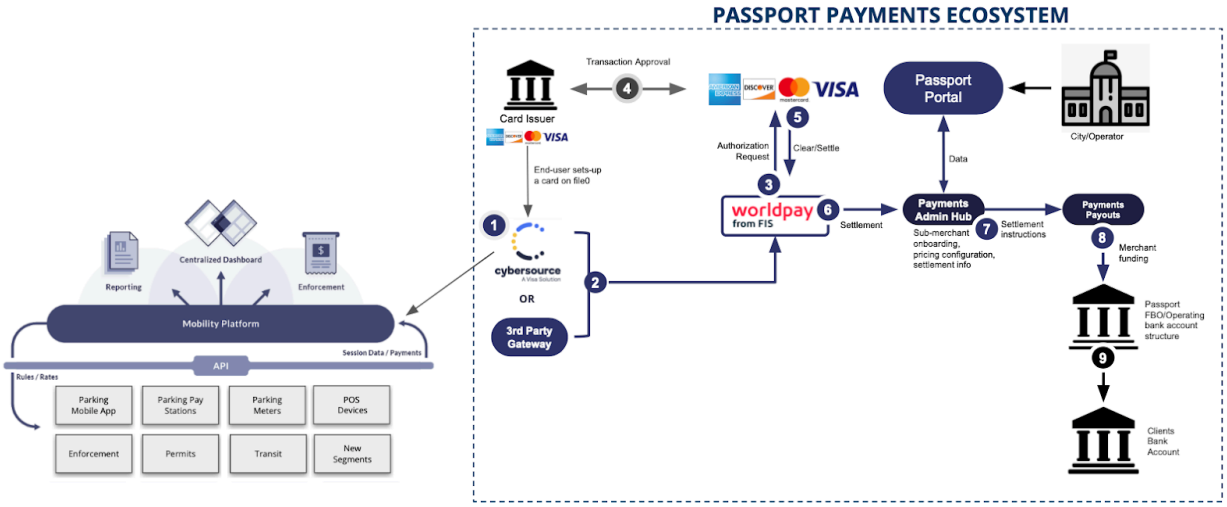
Passport enables municipalities to streamline financial operations through a single back-office portal for reconciliation, settlement, and reporting—eliminating the need to juggle multiple systems or vendors. With daily funding options, Merchant of Record (MOR) structures, and 50-state MTL coverage, our platform is purpose-built for government compliance and treasury alignment. This unified approach ensures transparency, reduces administrative burden, and improves fiscal oversight.

Transaction Hub

Transaction Hub brings all payment activity together in one place. It connects every step of a transaction—from start to settlement—into a single, easy-to-navigate view. Teams and Customers can quickly access the full history, related systems, and key details needed to support customers, answer questions, or reconcile payments—without jumping between tools or relying on reporting.

Embedded Payments & End-to-End Control

As a PCI DSS Level 1 certified Payment Facilitator, Passport manages the entire payment lifecycle—from authorization to settlement—without reliance on third-party intermediaries. This gives cities complete oversight of funds, improves cash flow, reduces costs, and ensures accountability. Our processing flow begins when a consumer initiates a payment via kiosk, meter, web, or mobile. Transactions are authenticated through the Cybersource gateway, routed via Worldpay to card networks, and settled into Passport's Worldpay account before net proceeds are transferred directly to the City—fast, secure, and transparent. Please see the following illustrative diagram of Passport's Payments ecosystem, unifying gateways, processors, and City treasury function.



Passport Payments Ecosystem

Municipality-First Economics

Passport is uniquely positioned to support the economics of municipal payments. Through exclusive small-ticket interchange agreements with Visa and Mastercard, we reduce processing costs on high-volume, low-dollar transactions such as parking and transit. Our sub-one-cent cost basis enables sustainable pricing while reinvesting in innovation across fraud detection, advanced analytics, and gateway technology. Cities benefit not only from lower costs, but also from a partner reinvesting in continuous improvement.

Scalability and Flexibility

Our platform is cloud-native, built on AWS serverless infrastructure, delivering secure scalability even during peak demand events. Passport supports both card-present (kiosks, meters, POS devices) and card-not-present (mobile/web apps, IVR, ACH/eCheck) transactions, with future-ready support for Apple Pay, Google Pay, NFC, and contactless methods. This flexibility ensures cities can scale operations, adopt new technologies, and provide a consistent experience across every channel.

Remittance Schedule

As Merchant of Record, Passport manages settlement of all collected parking payments and can accommodate the City's preferred remittance schedule. Passport offers both daily and monthly remittance options, with funds transferred either gross (processing fees invoiced separately) or net of processing fees, depending on which best fits the City's accounting and reconciliation preferences. Passport will work with the City during implementation to configure the selected schedule and format within Passport's reporting portal, so the City has full visibility into each remittance regardless of frequency.

- **Optional cash payment solutions at pay stations and kiosks (meters: card only)**

The Flowbird CWT S4 kiosk accepts coins, tokens, bank notes, and card payments, satisfying the City's requirement that cash payment be available at the Primary Street surface lot. The same cash and coin acceptance will also be available at the limited number of kiosks planned along Auburn Road, giving parkers who prefer not to use a card, app, or text-to-pay a cash option along that corridor as well.

The individual parking meters along Auburn Road, by contrast, will accept credit/debit card and contactless payments only, consistent with the City's direction in Addendum #2. TPS will configure these units without bill or coin acceptors, which also reduces the unit price of each machine.

2.4 Enforcement Support

- **Tools for parking enforcement staff**

Issuance and Observations

Passport's native Android front-end enforcement application, OpsMan Mobile (available on the Google Play Store) will be used by enforcement officers to issue citations. Passport uses dynamic lookups of each license plate number (LPN), checking each inputted character against a continually updated database of information (e.g., mobile app payments, meter payments, enforcement lists, etc.), and retrieving data in an average of 2.5 seconds.

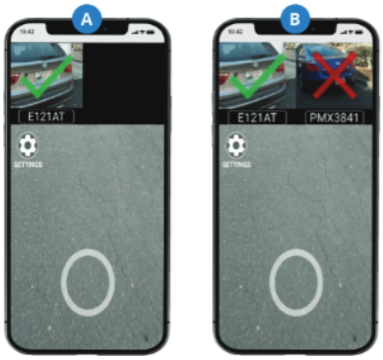
In less than 30 seconds, an enforcement officer will enter an LPN, validate if the vehicle is illegally parked, and issue a new citation. When a citation is issued, the citation's data is then pushed to the cloud-hosted Passport portal and made available for payment, tracking, and reporting. To eliminate duplicate tickets, OpsMan Mobile will automatically assign a ticket number according to the sequence of tickets previously issued by that enforcement officer. During implementation, Passport will work with the City to define the initial ticket numbering system and check the LPN against the most recent database to confirm that a purchase was not approved during the issuance process.

Ticket Issuance

Enforcement officers will be equipped with a sophisticated ticketing system that enables them to monitor non-compliant vehicles efficiently, use Handheld LPR (HHLPR) to capture evidence, accurately input each LPN for printing and placing citations, and use advanced features such as Dynamic Lookup technology and electronic chalking, described below. These features will support accurate issuance and streamline the issuance process so officers can maximize their time in the field.

Handheld LPR (HHLPR)

Enforcement officers also have the option to use Passport's Handheld LPR (HHLPR) feature, available on OpsMan Mobile Android devices, that enables officers to quickly capture LPNs and validate if they have a valid parking right without ever having to exit their vehicle. By quickly snapping a photo, HHLPR reduces time spent verifying parking or identifying wanted vehicles on difficult-to-read license plates, eliminating the need for an officer to manually check the plate number against a primary database. Once an image is processed, one of the following actions will appear:

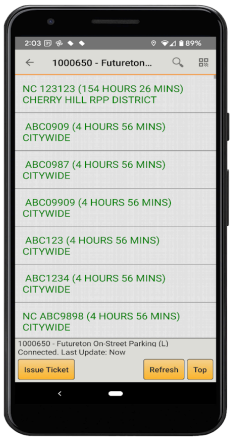


HHLPR Verification Examples

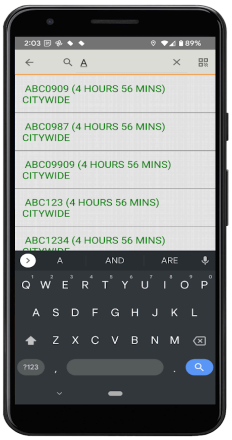
If the vehicle has a valid parking session, the image will show a green check mark, as shown in Figure A. If the vehicle does not have a valid parking right, a red "X" will show, prompting an officer to issue a citation.

Dynamic Lookups

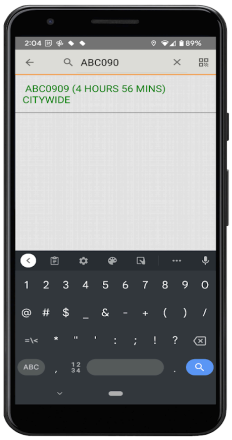
Passport understands that quick and accurate ticket issuance is critical to enforcement operations and that scrolling through a large list of license plate numbers is not conducive to officer productivity. Passport's OpsMan Mobile enforcement software uses Dynamic Lookup technology to provide a more efficient enforcement process. While monitoring, an enforcement officer will enter the first 1-3 characters of a suspected noncompliant LPN, and OpsMan Mobile will automatically check this input against a primary database to verify status (e.g., active permit, pay-by-cell session, meter payment, scofflaw list, etc.). As characters are entered, the Dynamic Lookup feature will return only those records that contain the array of characters entered by the officer.



An officer is monitoring all parking in Zone 1000650.



An officer enters "A" into the search bar, which returns all LPN's beginning with that character.



An officer enters additional characters (BC09D) into the search bar, eliminating all LPNs that do not contain that exact array of characters.

After determining a vehicle is in violation, the parking enforcement officer will select “Issue Ticket.” Prior to issuing the ticket, OpsMan Mobile will double check the LPN against the most recent database to confirm that a purchase was not approved during the issuance process. Any characters that were typed into the search bar by the officer on the previous screen will carry over to the ticket issuance screen. These subtle features reduce clicks and lessen the risk for incorrect data entry.

A vital component of any parking compliance operation is vehicle immobilization. During implementation, Passport will define and implement the parameters under which a vehicle is considered “scofflaw” or eligible to be immobilized, based on City business rules. The LPN scofflaw data will flow into the OpsMan Mobile enforcement software, so that as officers verify LPNs using Dynamic Lookups in OpsMan Mobile, the software will check to include in a scofflaw list. If included, the officer will be alerted on the app screen, and will know to initiate subsequent boot/tow processes, as appropriate. All interfaces included in Passport’s enforcement suite communicate through a set of internal APIs, so officers will receive a feed of scofflaw information on their ticketing route. This ensures accurate identification of immobilization-eligible vehicles and does not require any additional action by City and will know to initiate subsequent boot/tow processes enforcement officers to verify status.

Digital Chalking

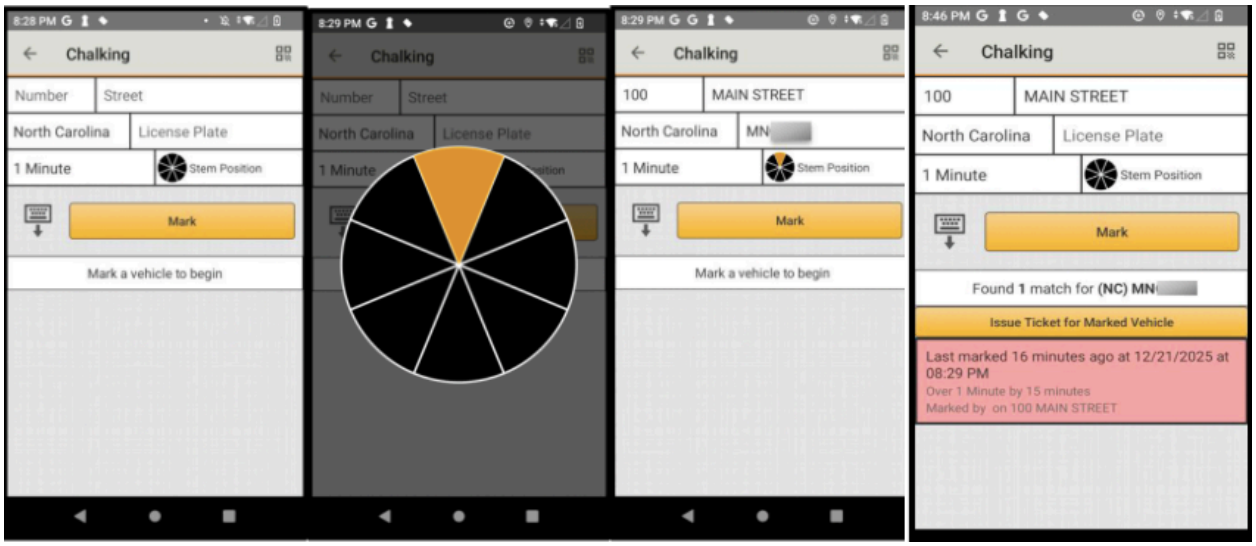
OpsMan Mobile has an electronic chalking feature, making it much easier for officers to mark, track, and issue timed-parking violations than traditional chalking methods. This feature allows officers to mark the vehicle LPN, location, stem valve position, and time limit. One of the key differentiators of Passport’s system is that chalking session marks are stored from each officer and are preserved and shared across shifts and devices, meaning when any enforcement officer using OpsMan Mobile marks that vehicle again, the information from the previous chalk (location and the stem valve position) regardless of shift, is readily available. There are currently three modes of location marking to choose from, depending on City regulations (see Image 1, below).

- **Street Based --** Uses street and cross street of the vehicle’s location to track the exact block.
- **Address Based --** Uses a combination of cardinal direction, a cross indicator, address number, and street name. Officers can drill down to the specific physical address to know exactly where the vehicle was parked.
- **Zone Based --** Passport can either designate new zones or use existing zones for ticket issuance specifically for chalking.

After the location is inputted, the officer will mark the location of the wheel’s stem valve on an image within OpsMan Mobile (see Image 2, below). The process is optimized for efficiency to improve the City's parking management operations, even notifying the officer when to issue a ticket based on overstaying (see Images 3 & 4, below). In addition to system-wide access to chalking data, Passport has designed the user interface to allow officers to easily switch back and forth between chalking

and issuance modules. Once an officer is prompted to issue a ticket due to previous chalking, the issuance screen will be pre-populated for an overstay violation, including specific data about that vehicle. Finally, each LPN is checked against an imported list of LPNs with outstanding tickets, scofflaw status, or other City -defined enforcement databases. The software aggregates this data in real time and does not require the officer to run separate checks to verify LPN status of non-compliance. These automated checks and alerts increase ticket accuracy and save considerable time.

IMAGE 1	IMAGE 2	IMAGE 3	IMAGE 4



OpsMan Mobile Images

In summary, the process is simple:

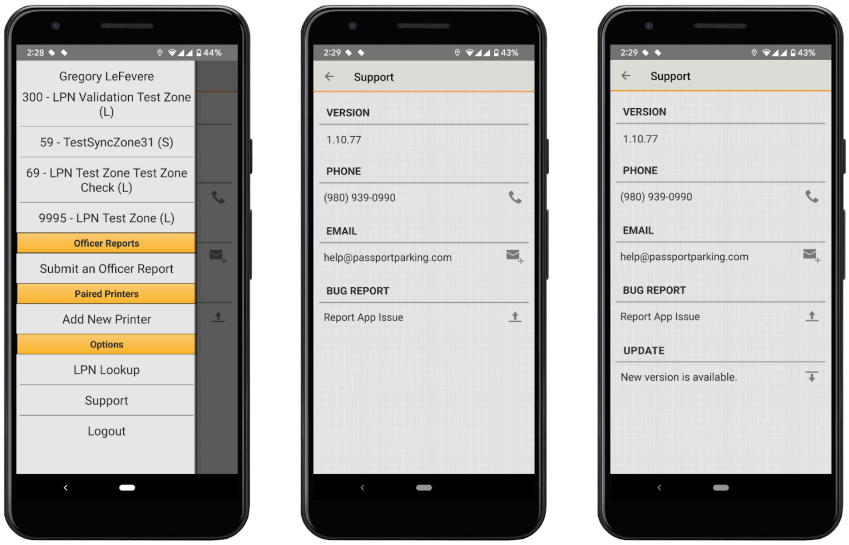
- The license plate number, location, tire stem position, and parking time limit are recorded and shared system-wide for all parking enforcement officers to access.
- As officers or LPR vehicles retrace their route, the vehicle information is recorded again.
- If the vehicle matches the configured business rules for overtime parking, the officer is alerted to issue a ticket and the chalking information will also be printed on the issued ticket, strengthening the City's argument on appeal.

The feature will be configured during portal migration to meet the needs of the City's current rules and regulations related to parking stay time limits.

Passport understands that keeping parking enforcement officers active on the street is crucial to a successful compliance program. Any bugs or issues while out in the field need to be reported and corrected immediately so that the officers can optimize performance. At the bottom of the menu within OpsMan Mobile, Passport has included a dedicated “Support” tab (image 1 below).

Support

Once in this section, enforcement officers will have immediate access to Passport's Support team via phone and email. Officers can also submit "Bug Reports" from this screen (image 2 below). These submitted Bug Reports will contain all logs from the officer's device so that Passport can check the logs to troubleshoot any issue. Prior to submitting the Bug Report, a pop-up window will appear for the officer to enter a description of why they are submitting an issue. When new versions of OpsMan Mobile are released, a new "Update" option will appear in the Support section (below image on the right). This area provides a direct link to the Google Play Store to pull down the version update.



OpsMan Mobile Support

OpsMan Mobile Refresh

As illustrated in the current OpsMan Mobile (OMM) interface shown in the above images, our platform continues to support enforcement teams effectively in the field today. Building on that foundation, the following images introduce the upcoming OMM mobile application refresh, scheduled for rollout by the end of the year. This enhancement is the result of years of structured client feedback, including on-site observations, user interviews, and operational research. The refresh reflects a focused investment in improving usability, streamlining workflows, and enhancing field performance—directly informed by input from officers, supervisors, and back-office administrators. It represents Passport's continued commitment to evolving our technology in alignment with the real-world needs of our customers.

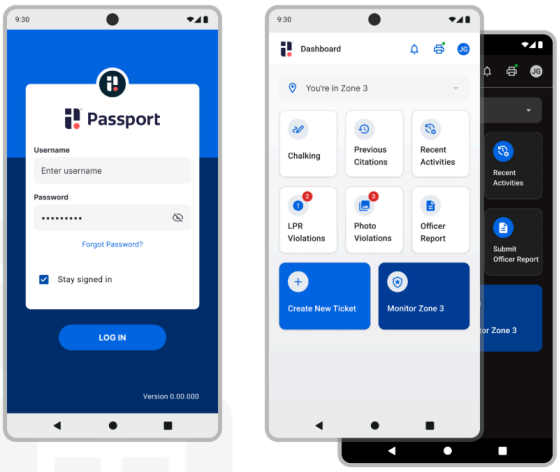
KEY FEATURES

Login Screen

- Passport-branded header
- Show Password toggle

Dashboard

- Account Menu
- Printer Connectivity Indicator & Menu
- Global Notifications
- Zone Selector Dropdown/Search
- 2 Tiers of Core Function Quick Access Buttons



OpsMan Mobile Refresh: Login & Dashboard

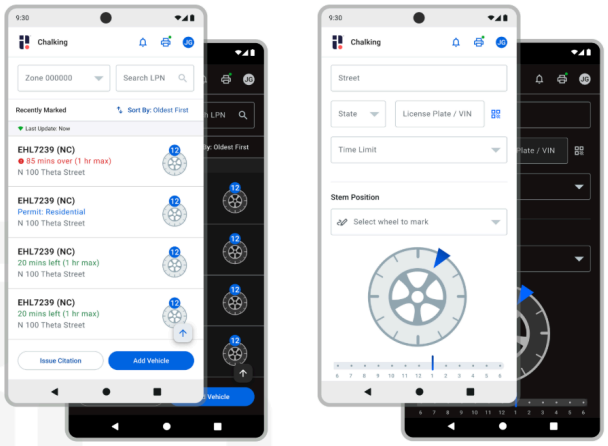
KEY FEATURES

Chalking List View

- Real-Time Chalking List
- LPN Search
- Connection Status Indicator
- Time & Permit Indicators
- Tire Stem Position Visual Aid

Mark Vehicle

- Interactive Stem Position Selector
- Wheel Selection Dropdown
- Photo Uploader

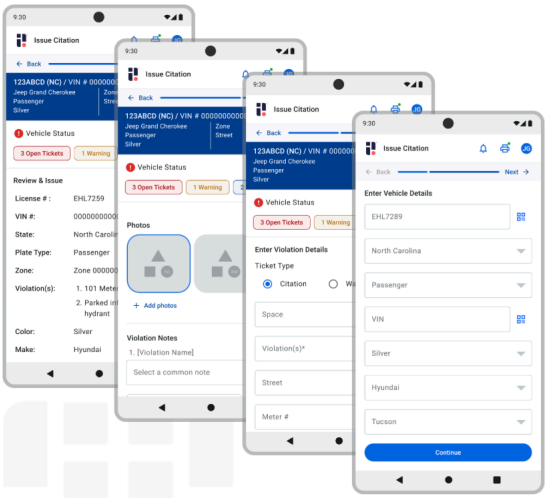


OpsMan Mobile Refresh: Chalking

KEY FEATURES

Issue Citation

- 4-Step Ticket Issuance Flow
- Vehicle Details Lookup & Pre-fill
- Sticky Summary Card
- Expandable Vehicle Status Bulletin Drawer
- Searchable Dropdown Fields

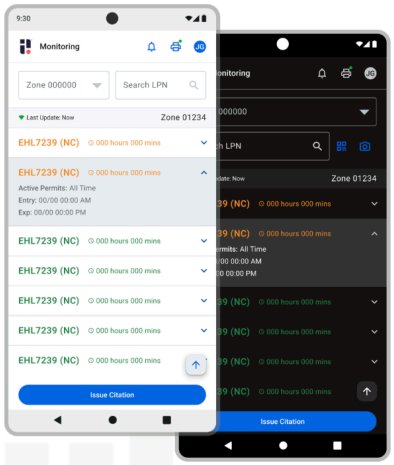


OpsMan Mobile Refresh: Issuance

KEY FEATURES

Monitoring Feed

- Filter by Zone
- LPN Search
- Real-Time Monitoring Feed
- Permit Indicator
- Connection Status Indicator



OpsMan Mobile Refresh: Monitoring

Citation Management & Resolution

Passport's Back Office Portal

Passport's portal is a back-office portal that serves as the main analytics dashboard for the City's parking management and a control board for parking operations. It will aggregate data in real time from all front-end interfaces (enforcement software, customer payment portal, mobile app, etc.), to then be used towards additional enforcement, data processing, trend analysis and reporting. Passport's portal offers many crucial citation processing functions, such as cashiering, appeal processing, scofflaw management, and violation updates.

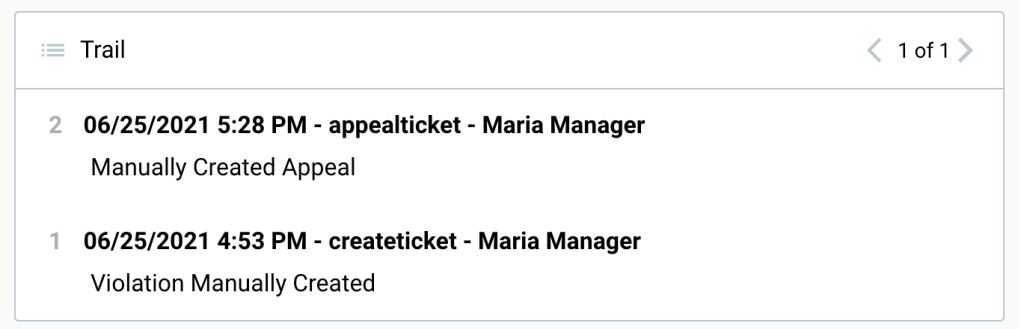
Portal User Settings

User Management

The City will have complete control over who may access the back-end portal and even control what functions and reports can be accessed based on an individual role. The City will have at least one main administrator, who will manage all other accounts including account creation, access control, and password resets. As the main administrator will have full access and control over the entire system, this designated person should hold a position of trust.

An administrator will navigate to the “Settings” menu of the Passport portal, where they can select “User Management” where they will be able to define and manage both “Users” and “Roles” for the system. Users is only accessible to a main administrator and will be used to create a user, edit access, reset a password, or delete an account. The main administrator can filter based on the role or search for an individual administrator. The Roles screen allows the main administrator to change back-end access for an entire role. During implementation and thereafter in account creation, the main administrator will assign a role to each user, which will define their system access controls. Commonly defined roles include “Accounting/Finance,” “Customer Support,” and “Adjudicators.”

To monitor system changes and prevent impermissible access, access to Passport’s portal requires a valid username and password which enables an audit trail record of all processing actions within the system. Passport tracks all activity associated with a violation record within the back-end portal, from issuance to final disposition. This empowers City administrators to audit both the status of any violation record in real time and view its associated history. Citation activity will be attributed to the initiating User ID, and actions are recorded as trail items on the violation record for transparency and accountability. Each audit trail item is marked with the date and time of the processing action as well as which user performed the action (see screenshot below).



Citation Trail

In addition to the Citation Trail, users can also run Passport’s Audit Log Report, which provides a record-by-record summary of key actions performed in Passport’s portal by individual User ID. Audited actions include manual issuance, violation updates and adjustments, voids, payments, suspensions, and appeal and hearing decisions. Date and time stamps are provided for each listing.

Vehicle Lists

Within Passport's portal, authorized users can create vehicle lists that indicate a status associated with a certain license plate. These lists of LPNs will feed into the OpsMan Mobile enforcement software during the issuance process so that PEOs are alerted to whether they should take a particular action.



Allow Lists - These lists are traditionally set up to provide notification to the parking enforcement officer that a vehicle should not be cited. The City can leverage Allow List capabilities to support any VIP vehicles that are exempt from ticketing in Auburn Hills. Authorized City users can establish these lists and add eligible LPNs within Passport's portal. Once created, officers will receive a notification informing them of its "non-cite" status so that the vehicle will not be ticketed. (See: "Courtesy Parker" Allow List example in the left-hand photo). Notification tiles and messaging can be customized by the City for proper messaging across different lists.

Deny Lists - Passport can also set up a "Deny List" which will be a list of LPNs that qualify for escalated enforcement. The LPNs included on Deny Lists are typically repeat offenders or vehicles that the City is actively targeting for situations beyond parking violations. For example, if the City tracks stolen vehicle information, the LPN information can be compiled into a Deny List in Passport's back-end portal. This list will feed into the enforcement software, meaning that an officer will be alerted to this status as they enter/scan vehicles for regular ticketing and can choose to initiate escalated enforcement measures, as appropriate.

Violation Types & Settings

The City can assign a designated administrator who will be able to manage parking management and enforcement configurations from Passport's portal. These settings will be accessed from the Enforcement menu by clicking Settings. Here, the City will be able configure its setup for both the OpsMan Mobile ticket issuance software as well as the portal to reflect its specific environment.

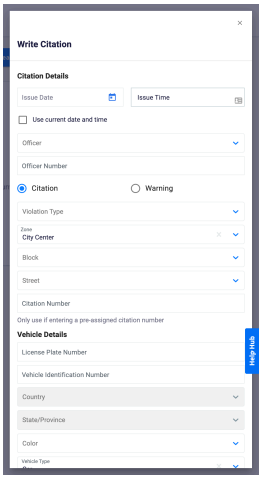
The City will define all the different types of violations that can be issued as a result of noncompliance. An administrator will determine each violation's fine amount, penalty fee(s), and escalation schedule (e.g. add $10.00 after 14 days from issue date). Administrators can also define attributes for each violation including whether the violation can be appealed, the maximum number of appeals allowed, whether the violation contributes to an LPN's scofflaw status, among others. Violation types can be uploaded in bulk for faster and consistent entry into the system and authorized administrators can edit or delete violations at any time.

Administrators can also edit violation settings, chalking settings, and incident reporting settings which all feed into the different screens of the OpsMan Mobile software used by officers. Settings is

where common notes, common appeal responses, and appeal reasons (i.e. disposition codes) can be set up. These configurations not only save time from having to retype the same information repeatedly, but they also create consistency in how information is relayed to customers. Settings is also where custom fields can be added. This feature further empowers the City to manipulate Passport's solution to meet the City's specific needs. Custom Fields have a variety of configurations, including whether the field is required to be populated in order to issue a citation. Once a custom field is created, it will be available as a filterable option when querying citations.

As parking experts, Passport will primarily set up and manage the configurations on behalf of the City. This will include the automated settings that will regularly run without any initiation or management required by administrators such as fine escalations, delinquent noticing, scofflaws, and registered owner data retrievals.

Write Citations



"Write Citation" allows an administrator to write a citation without downloading OpsMan Mobile. This is most often used by police officers who don't usually enforce parking regulations but must write a citation and print it from their in-car printer or for any handwritten citations needing entry into the system. Users will input the Citation, Vehicle and Offender details associated with the citation and will have the option to attach supporting documentation. Once inputted, citations are immediately digitized and made available for query, escalation and payment.

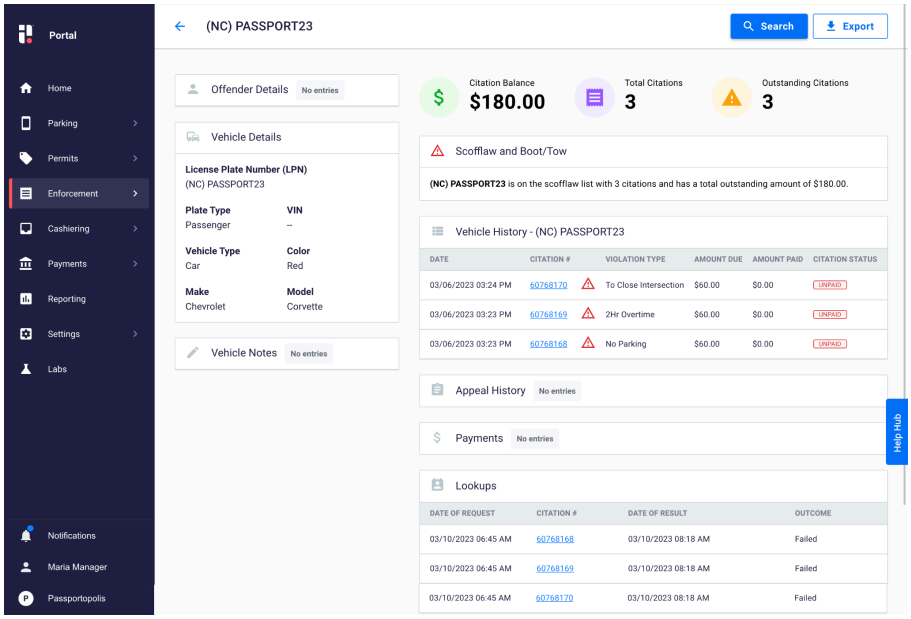
The "Write Citation" module is used to input handwritten citations into the system and includes several quality assurance features that protect the integrity of data being entered into the database. The system will prevent erroneous entries for certain scenarios, such as a duplicated citation number or if an LPN/VIN is missing. The module has pre-formatted date and time fields and includes pre-programmed drop-down fields for state, country, make, model, and color to maintain consistent entry across all violations. For any handwritten violations that contain errors (e.g., license plate, make, model, color, violation code, etc.) or require an update, authorized staff will be able to adjust these violations using the "Manage Citations" module described below. Each update is recorded within the violation's trail to track/prevent any fraudulent activity. After entry of the citation fields, selecting the "Print Ticket" option will generate a PDF of a ticket and electronically attach it to the citation, which is based on a template configured within Passport's portal.

Manage Citations

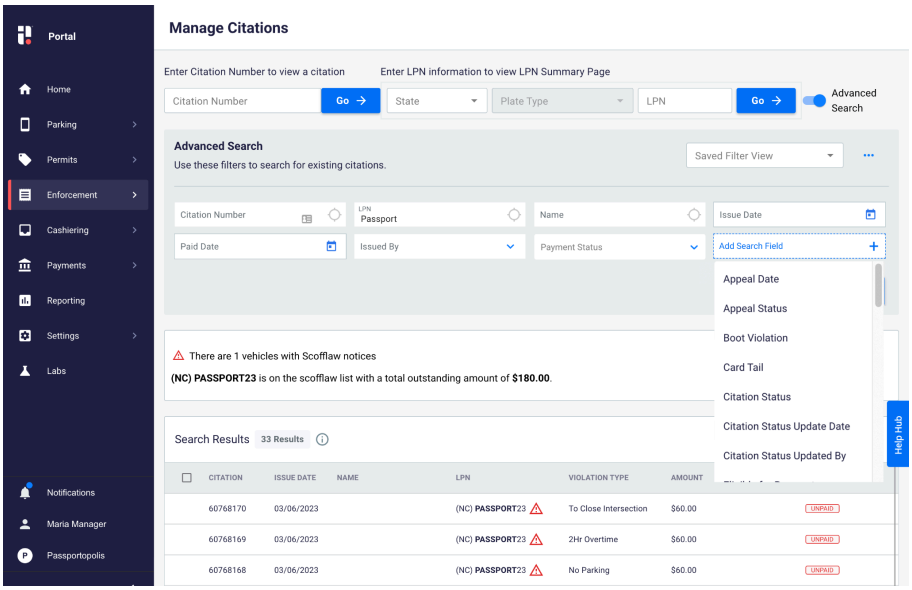
Once a citation has been issued to a vehicle, real-time data is pushed to Passport's portal where system users will be able to use the "Manage Citations" module to manage the entire citation"s life cycle. Manage Citations is the central module of the back-end system and will serve as the operations hub for end-to-end management and tracking of all citations that have been issued.

Administrators will use this module to search for single or multiple citations based on criteria selected by the user (e.g., citation number, LPN, owner name, issue date and more). Clicking the target icon within the Citation Number, LPN and Name fields will allow users the option to search for an exact match. Users will also have the option to include additional filters to narrow their search. Clicking "Add Search Field," which contains additional filter options consisting of standard or custom fields that will be configured for the City. Additional example search fields could include, but are not limited to: Appeal Date, Appeal Status, Boot Violation, Hearing Date, In Payment Plan, Payment Type, Letter Sent, Paid Date, Violation Type, Zone and Street, as well as custom fields.

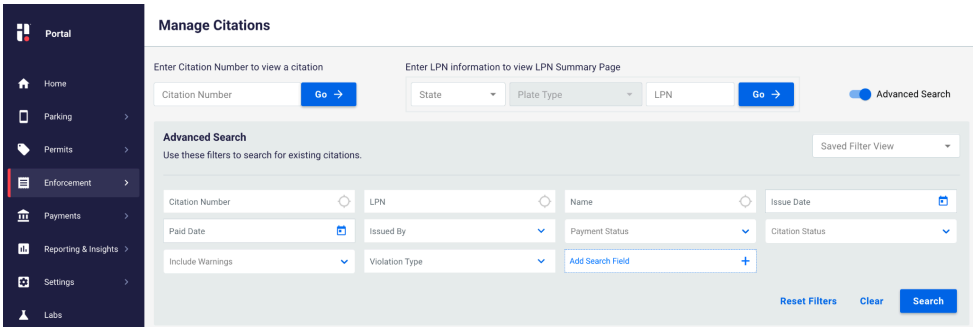
Please see the following pages for actions administrators can make in the "Manage Citations" module.



LPN Summary Page



Manage Citations -Search

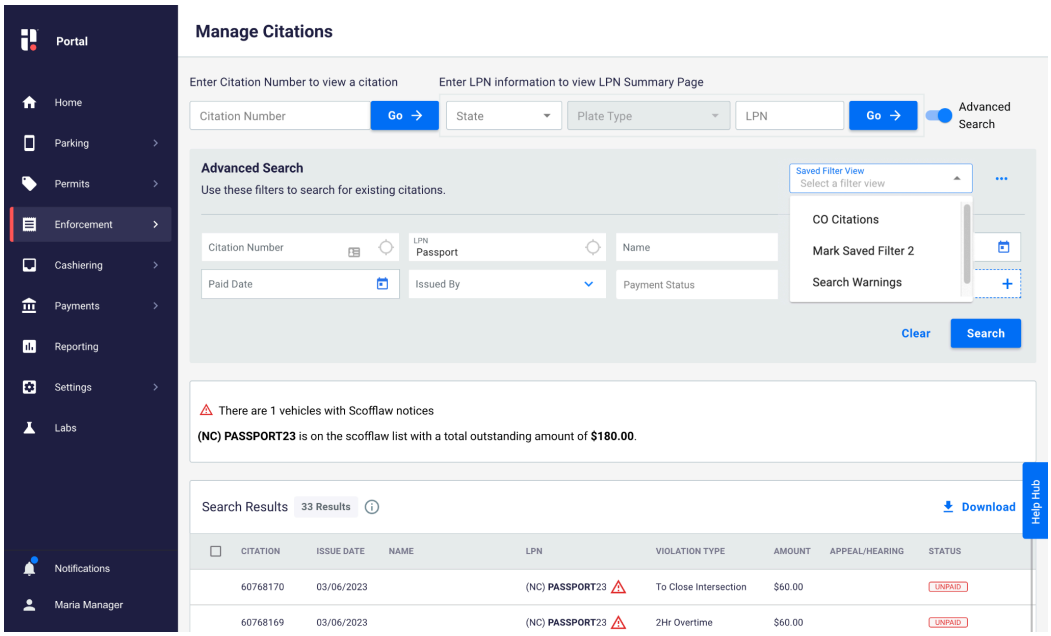


Manage Citations - Filters

After clicking “Search,” the system will return all citations that match the inputted search criteria. Users can apply several filters to search for a citation or group of citations and will have the option to download a CSV of the search results for further analysis. Hovering over the icon on the search bar will show the total amount due, payments applied, overpayments amount, and outstanding amount due for those results.

Manage Citations - Filter Views

Within Manage Citations, the system allows previously applied filters to be saved as a “filter view” for future use. Once a filter view is saved, it can be selected from a drop-down menu, allowing an administrator to locate a particular subset of violations easily—please see the screenshot below.



Manage Citations - Drop-down of Filter Views

The City will be able to define and save filter views that meet its needs. For example, a filter can be applied to only display out-of-state plates. After initially selecting the applicable state registrations from the drop-down list, a user can save the filter selection as a "filter view". For any future searches, the user will not need to re-select the states again from the drop-down list; they can simply apply their previously saved filter view. From there, the user can choose to apply additional filters such as zone or officer to get a pulse on citations that were issued to out-of-state vehicles.

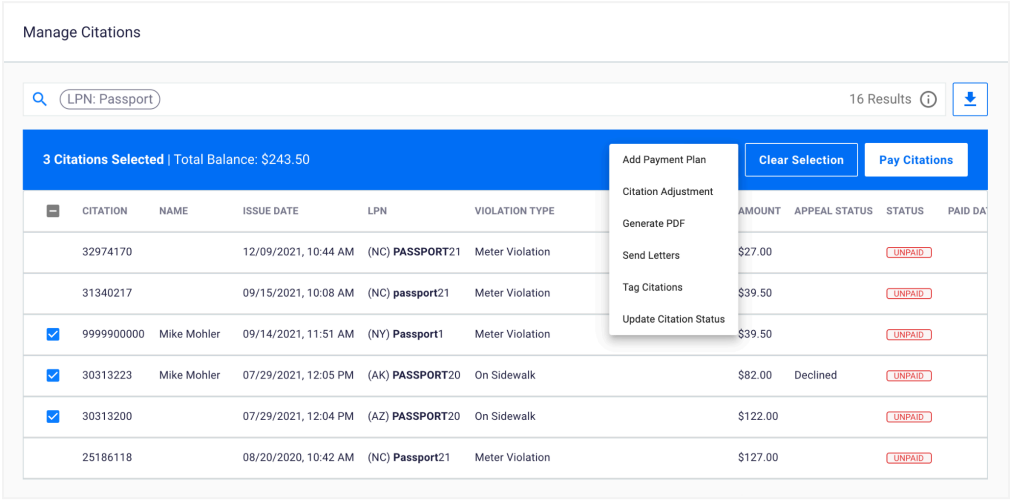
Users can share filter views with other system users via a URL link, provided they have the same user role and access privileges. Sharing the URL will allow a different user to quickly see the same subset of violations from their own login. These collaborative tools simplify sharing insights and making data-driven decisions across all teams.

Manage Citations - Custom Columns

While Passport's portal provides a few standard data points for a citation, we have learned from previous experience that each client wants the ability to customize their view and searches; thus, the portal allows customization of columns according to individual client preferences. When searching in "Manage Citations," an authorized City administrator will be able to customize the data columns that appear. This is performed by going to **Enforcement → Settings → Manage Citations.** An administrator can configure up to ten fields along with the order they appear on their search screen. Custom columns are set at the City level and will display the same configuration for all City users.

Manage Citations - Bulk Actions

"Manage Citations" not only allows users to search citation information and obtain a full history but also to perform many crucial processing functions, including correcting data errors, posting payments, processing appeals, updating citations, adding citation notes, adjusting fine amounts, and mailing violation letters. After searching, the option to perform several bulk actions on some or all returned citations is presented, such as "Pay Citations," "Send Letters," or "Tag Citations," shown in the screenshot below.



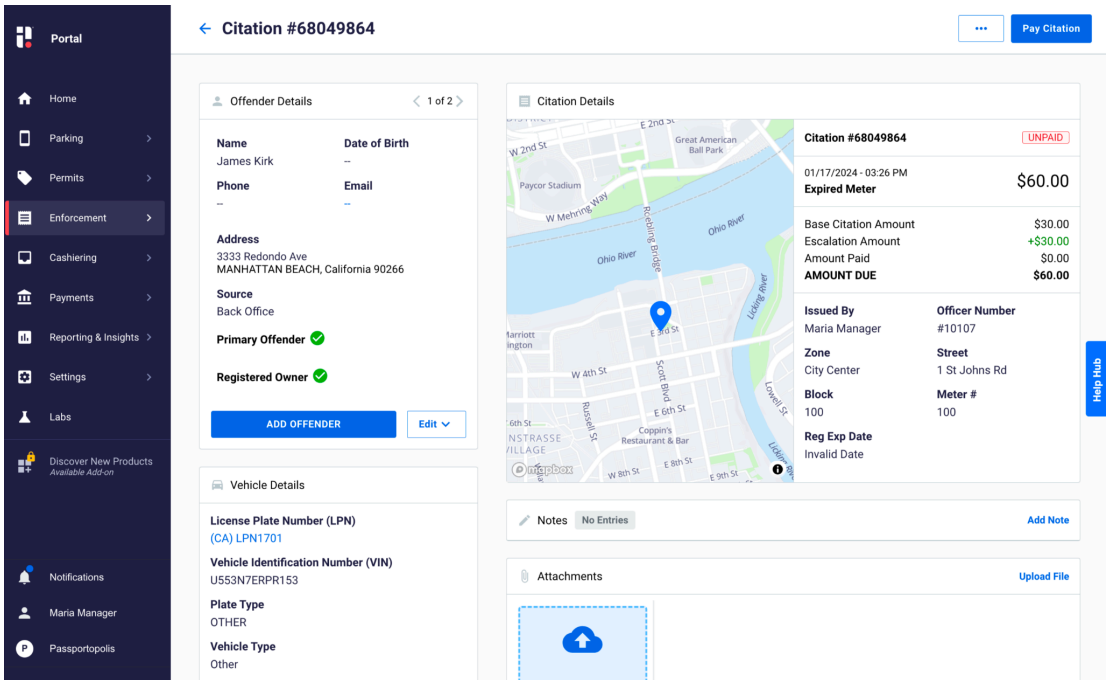
Manage Citations - Bulk Actions

Manage Citations - Citation Details

City users can progress to the citation details page for a single citation. By doing so, the user will see dedicated "cards" that detail specific information associated with a citation. Administrators can take action within many of the cards to add or adjust the information for that section. This could include adding offender contact information ("Offender Details"), uploading a document/image ("Evidence"), or resetting a violation's notice schedule/penalties ("Fee Schedule"). However, certain cards, such as "Trail," cannot be edited for auditing purposes.

Both the "Manage Citations" query screen and the "Citation Details" screen will display a disposition status (Unpaid, Paid, Resolved) that will indicate to users the stage the citation is at within its life cycle. Citation information can be printed from Passport's portal at any time, which can be used for City records or court purposes.

At the top of the" Citation Details" screen, users will see all details related to the offender, citation and vehicle. Depending on the citation's stage in its lifecycle or actions taken on the citation (e.g., payment, appeal, delinquent notice, etc.), additional information or actions will be available.



Manage Citations - Citation Details

As users scroll through the “Citation Details” screen, additional cards will present citation information and activity. A vehicle note can also be added, which is then visible in Passport’s portal across any citations issued to that LPN as well as the LPN Summary Page.

Manage Citations - Citation Actions

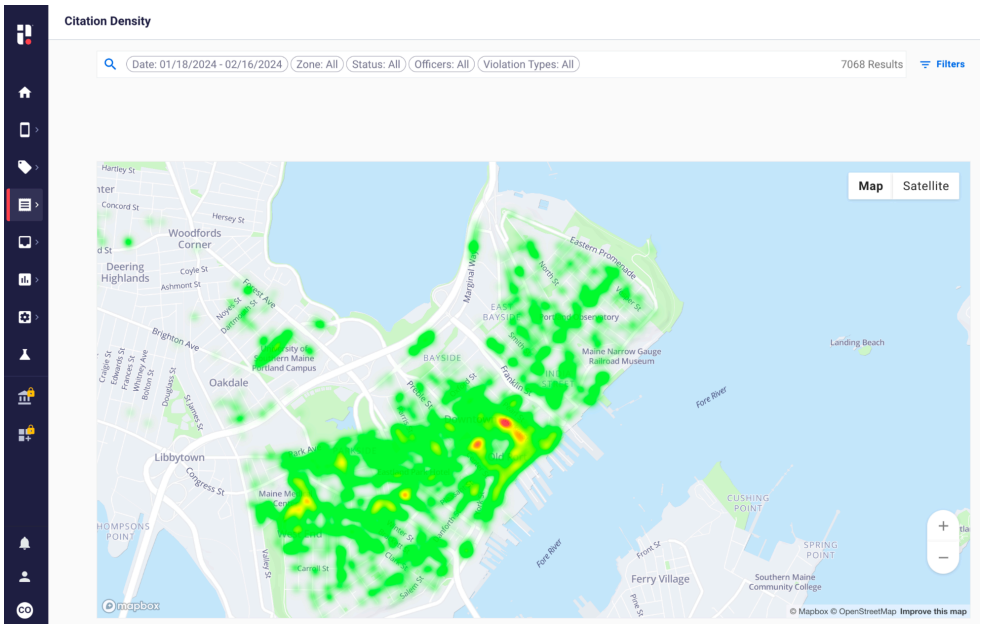
After querying and locating a specific citation via “Manage Citations” and visiting the “Citation Details” screen, administrators will be able to perform a variety of actions. This can be done by clicking within the individual cards (referenced above) or via the action menu by clicking the ellipsis [...] drop-down at the top right of the screen. The available citation actions will depend on user/role privileges,where the citation is in its lifecycle and previous actions performed on that citation.

Below are some of the most widely used actions that can be performed within Passport’s portal. All actions will be logged on the citation’s “Trail” for auditing purposes. Users can click the ellipsis on the top of the “Citation Details” screen to see a drop-down list of action items that can be taken on that citation.

ACTION	DESCRIPTION
Adjustment	The amount due on a citation can be adjusted up or down and due to specific reasons. This allows for additional fees to be added that flow outside of the normal escalation process as well as the ability to remove fees or reduce the amount a violator is liable to pay.
Appeal Citation	Allows the user to enter appeal information. See the Adjudication section below for more details.
Edit Citation	Allows a user to edit a previously issued citation or warning. Edit Citation can only be accessed via the Citation Detail drop down menu for the specific citation, which will open over that page.
Email Receipt	Allows the user to email a receipt to a designated email address.
Delete Citation	Allows the user to remove a citation from the live environment. A confirmation pop-up will appear prior to deleting the citation. Once deleted, the citation will no longer appear in any reporting or searches.
Generate PDF	Allows the user to generate a PDF using pre-configured templates.
Print Receipt	Allows the user to generate a receipt using pre-configured templates.
Print Ticket or Replica	Allows the user to generate a ticket using pre-configured templates.
Reset Citation	Allows the user to reset the schedule fee.
Send Letters	Allows the user to select a letter using a pre-configured template and schedule the send date. See the Notifications section below for more information.
Tag Citation	The Tag Citation page can be used to tag a single citation through the Citation Details Page. The user can also apply a tag to one or multiple citations from the Manage Citations page.
Transfer Balance	Allows the user to transfer overpayments to another citation.
Update Status	Enables the modification of a citation status change, including Close, Void, Suspend and Hold on Payment.

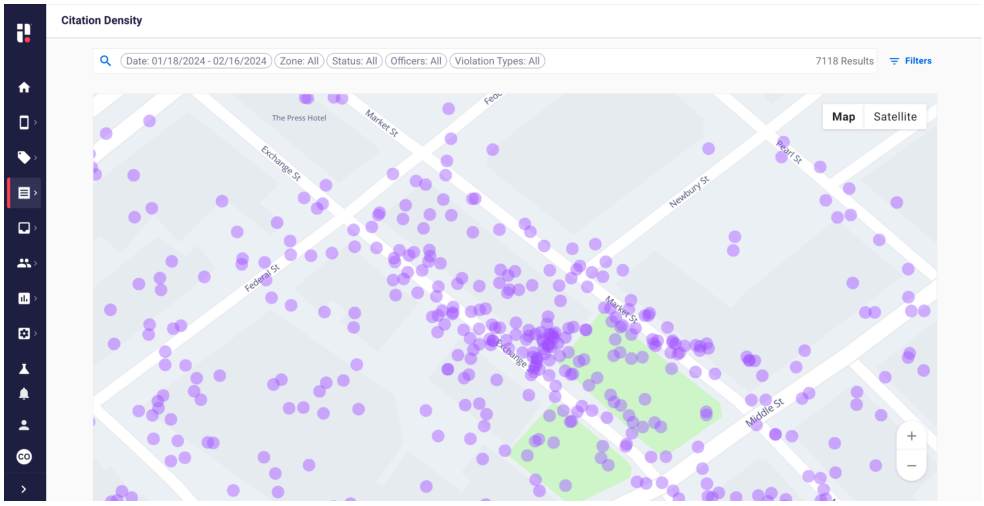
Citation Density

Administrators can navigate to the “Citation Density” module within the Enforcement menu of Passport’s portal to see a heat map of citations issued. This can be filtered by date, zone, officer, citation status, and violation type to drill down on a particular set of citations. The display will show a color spectrum that goes from a light green to a deep red, depicting least dense to most dense, respectively. Combining this tool with the Live Officer Tracking report can be used to adjust each officer’s route to either increase compliance with parking regulations or increase revenue, depending on the City’s goals.



Citation Density

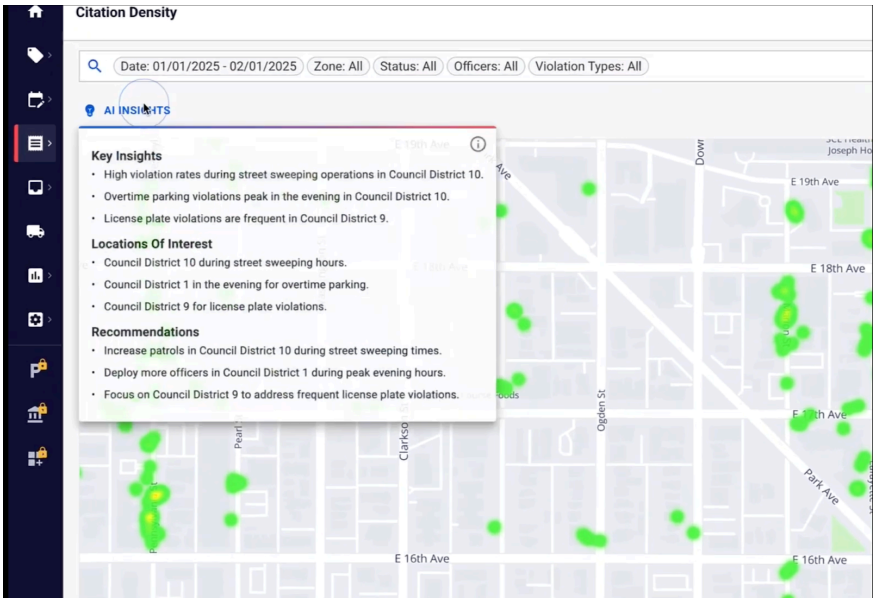
Users can zoom into a particular area and the map will show purple dots indicating individual citations issued. Hovering over a dot will display quick details about that citation such as issue date & time, violation type, and citation status. Please see the example below for a citation issued by the officer, Eric Peterson.



Citation Density - Individual Citation Details

Citation Density - AI Insights

Additionally, Passport leverages artificial intelligence to deliver actionable insights, accelerate product development, and improve customer support. Within our portal, AI Insights analyzes parking and enforcement data to identify trends, hot spots, and patterns, helping cities optimize patrol routes, allocate resources efficiently, adjust policies, and forecast demand. These capabilities enable proactive parking asset management that would be difficult to achieve manually.



Citation Density - AI Insights

Passport's Front-End Customer Portal

Following issuance, violators can immediately access Passport's City-branded customer portal to pay or appeal their citations online as described in the following Online Citation Payments and Online Appeals sections. Once a citation is paid or appealed, the data immediately feeds into Passport's back-end portal for review. The online customer portal maintains Payment Card Industry Data Security Standards (PCI-DSS) Level 1 compliance (v. 3.2.1), ensuring all personally identifiable and confidential information is secure.

Online Citation Payments

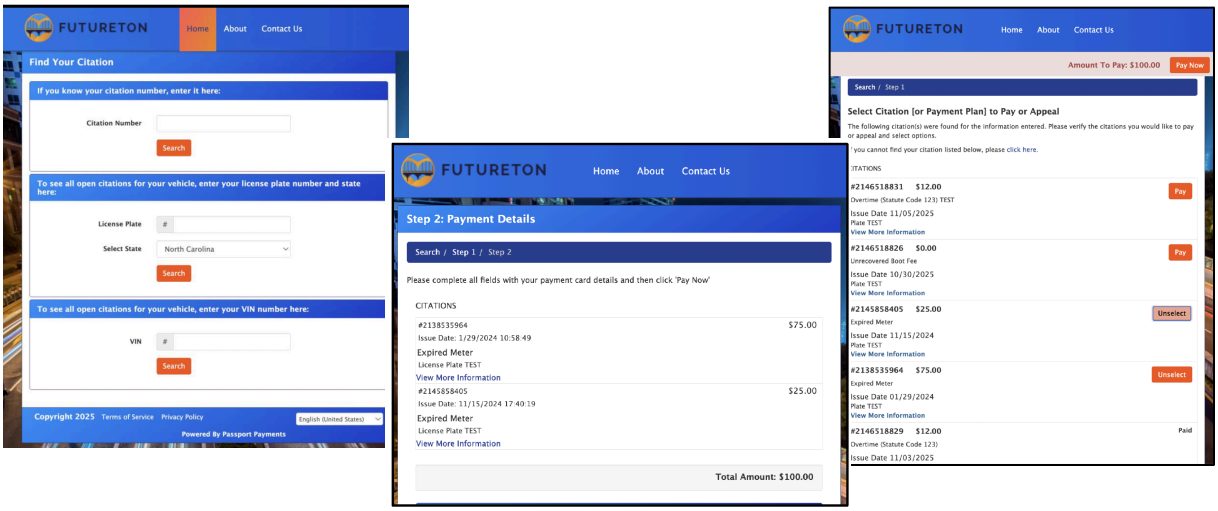
Once a citation is issued, it becomes immediately available for payment online, providing violators with an accurate list of outstanding violations associated with their vehicle as they visit the customer portal. Citations can be looked up by citation number, VIN, or their LPN and state of registration. Passport uses a relational database, so every citation associated with the LPN will be returned, regardless of the method used to search. If the violator is marked as a scofflaw, the Portal will alert the violator, explain the reason and any consequences of that designation, and how to reconcile the

account to avoid booting or towing. Once a full list of all outstanding citations is returned, the violator will select which citation(s) they want to pay.

To pay a citation, the violator will select “Pay Citation,” which will return a payment form. To ease the payment process, Passport auto-fills certain data fields, such as state, based on the state of issuance. The violator can pay using Visa, Mastercard, Discover and AMEX cards as well as credit-card issuer-backed debit cards (i.e., the Visa/MasterCard logo is present on the card). Following payment, a confirmation receipt will be emailed detailing the citations paid and all charges. All posted payments update the corresponding citation record system-wide. Individuals who have satisfied their accounts will be removed immediately from delinquency noticing schedules.

Passport maintains Level 1 PCI-DSS (v. 4.0.1) compliance, meaning we process more than six million credit/debit card transactions annually. This is the highest and most stringent of the PCI DSS levels and requires undergoing an internal audit once a year, as well as quarterly PCI scans to remain compliant. This ensures the utmost security for payments processed via the customer portal. Credit card numbers are encrypted with AES-256 on a rotating encryption key, reducing the amount of content encrypted with a single key, minimizing exposure. Per best practices, all information is stored in an isolated card storage database. All transactions are tokenized at the point of transaction, meaning that credit card information is encrypted from the moment an end user inputs data into the portal. Passport’s server then reads the tokenized information and sends the proper data to the merchant processor. Tokenization reduces the risk of credit card fraud in the event of a breach since there are no actual credit card numbers ever stored or transferred in the system.

Please see the following pages for visuals on the online payment process.



Online Payments - Find Your Citation, Payment Details, and Citation Results

Violators will enter payment info, which will be securely authorized for payment by Passport's PCI-compliant system. Payments will update Passport's portal in real time.

Violators may also pay for their citations in-person, as described in the following pages.

In-Person Payments: A Fully Integrated POS Solution

Passport offers an in-Person Payments solution, the only offering in the market that connects point-of-sale (POS) payment processing directly within our own Cashiering module to enable in person citation payments, eliminating the need for third-party integrations, middleware, or manual reconciliation. Counter and field payments flow through the same platform already used for digital transactions, with two-way communication between the Cashiering module and the terminal keeping statuses, receipts, and reconciliation automatically in sync. This solution is available when Passport is configured as the Merchant of Record (MOR).

Operational Efficiency

Passport's integrated approach consolidates digital and in-person payments into a single platform, reducing administrative burden and increasing accuracy across payment activity. Direct integration with Passport's own processor ensures reliable, faster transaction processing with greater control and visibility, and bulk citation payments of up to 250 in a single request further streamline high-volume enforcement workflows.

Cashier & Staff Experience

Because In-Person Payments is built natively into the Cashiering workflow, staff operate within a familiar environment with no learning curve.
Payments are initiated directly from the Cashiering module with real-time approval and decline status updates, and a manual override is available in the event of connectivity issues — ensuring continuity of operations under any circumstances.

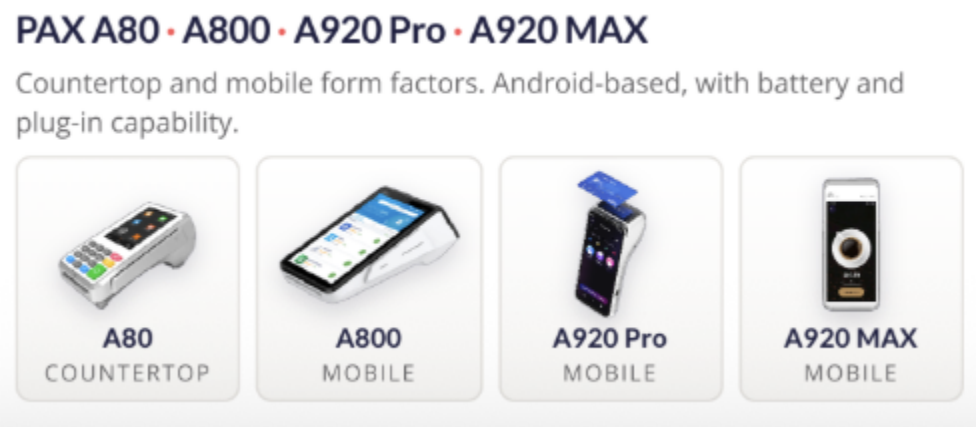
Resident & Citizen Experience

For residents, the checkout experience is fast and intuitive, accepting all major credit and debit cards, including Visa, Mastercard, Amex, and Discover. Citizens have the option to cancel at the terminal, and both customer and merchant receipts are printed on the spot, with the ability to reprint at any time from the Portal.

Technology & Hardware

The solution is fully cloud-based, requiring no USB connection or additional software installation. Compatible PAX devices — **including the A80, A800, A920 Pro, and A920 MAX** — support both countertop and mobile form factors, offering flexibility across staffing models. All devices carry a standard one-year warranty with a typical lifespan exceeding five years, and remote device

management includes deactivation capability in the event a device is lost. Payment records are retained long-term (2+ years), supporting audit and compliance needs.

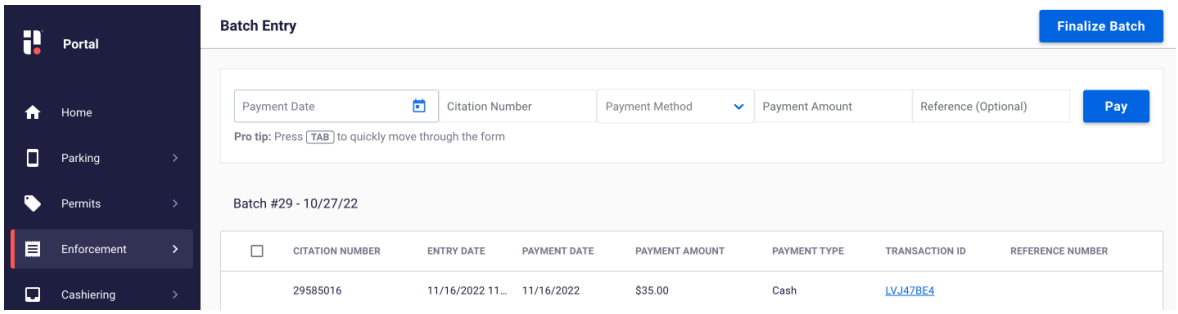


Please note, Passport's in-person payment solution operates exclusively through Passport's integrated payment processor. Therefore, Passport cannot configure its POS devices to operate with third-party payment processors selected independently by the City.

Cashiering Module

Passport's cashiering interface within our portal can also be used either in batch mode or on an individual citation basis to record payments in the system. City staff can enter all in-person, mail-in, or lockbox payments into the database through this module.

Cashiers will use the "Batch Entry" module in Passport's portal to quickly record payments for a batch of citations. Cashiers will open a batch to process payments for a particular date or time. Once the batch is open, the cashier will dictate the payment date that should be associated with the violations within the batch. From here, Batch Entry allows for rapid payment processing by requiring only the citation number, payment method, and payment amount. Cashiers can also include a reference number. Once a citation number is input, the system automatically pulls in the total amount due from that violation record, ensuring accuracy. Clicking "Pay" will mark the violation as paid systemwide and move the cashier directly to the next record. Once all violation payments are recorded, the cashier will end the batch. Full reporting is available through Passport's "Citation Batch Payments" report. This report can be filtered by batch open date and processing user.



Batch Entry

When a cashier accepts payment for an individual violation, the cashier can directly mark the violation as paid in the system. Here, the cashier will select "Pay Citation" at the top of the screen. This will open a pop-up to record specific information about the payment:

- **Total Amount Due --** pre-populate with the amount due from the citation record.
- **Payment Date --** pre-populate to the current date, but can be manually adjusted.
- **Payment Amount --** pre-populate to match the amount due, but can be manually adjusted.
- **Short Pay Indicator --** refers to cashier accepting less than the full amount due to satisfy the violation (Short Pay permissions are defined during implementation for authorized user roles).
- **Payment Method --** dropdown menu for cash, credit, check, or other payment type.
- **Reference Number --** optional field to record check/money order number.
- **Note --** a free-form text box will be used to include notes.
- **Email Receipt --** when checked, the cashier can input an email address to send the receipt.
- **Print Receipt --** when checked, a PDF will be generated for the cashier to print, once a payment is recorded.

Refunds

As all activities performed in Passport's portal can be role-based, authorized users can be granted the ability to perform reversals and refunds for payment activities. This will ensure that only authorized cashiering staff (e.g., supervisor) can perform refunds, preventing fraudulent activity. Clicking the ellipsis [...] on the Payments card on the "Citation Details" screen will provide options to reverse and refund that citation's payment.

- **Reversals** refer to in-person cash and card payments. As money will be returned physically to the customer, reversals simply offset the transaction, re-marking the violation as unpaid in Passport's portal.
- **Refunds** refer to card payments processed via the customer portal. Clicking the refund button will automatically initiate a refund of the payment amount back to the card.

Adjustments

Users can be granted the ability to perform adjustments to violation amounts. Adjustments will either add to or discount a violation amount. Typically, this feature is used to remove late fees or by authorized staff to reduce the fine to promote immediate payment by the customer. Cashiers can use the adjustment feature to perform fine increases as well, such as to apply an insufficient fund fee. All executed adjustments are included in the violation's trail history as well as the Citation Adjustments report.

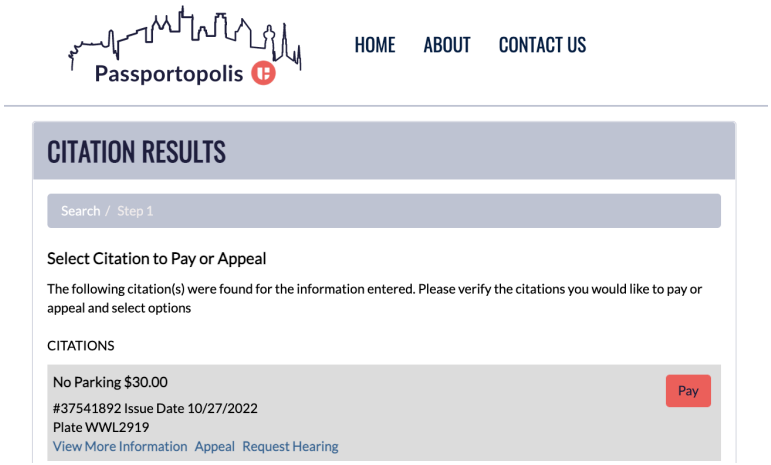
Adjudication

Online Appeals & Hearing Requests

After being issued a citation, a violator may wish to appeal their citation. Through the same customer portal (available via any mobile or web-enabled device) used for citation payments, they will be able to submit an "Appeal" or "Request Hearing." To appeal a citation, the violator will select "Appeal" and will be asked to enter an appeal reason, provide an argument, and attach documentation in support of their appeal (e.g., photos or other evidentiary documents). To submit a hearing request, the violator will input their contact information and select Request Hearing.

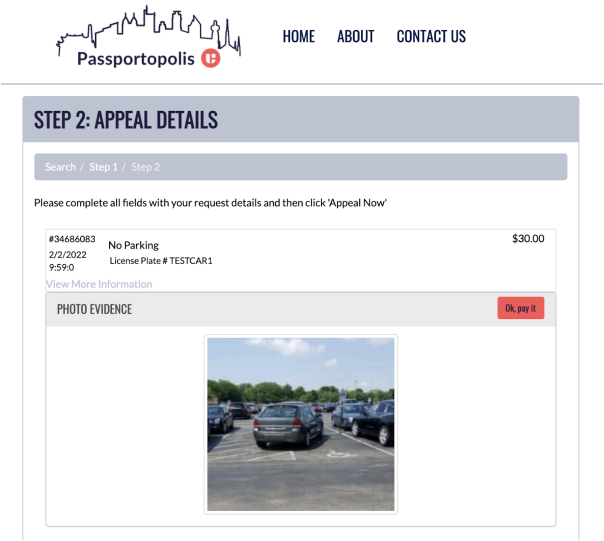
Within the customer portal, the violator can view photos and external notes recorded by the ticketing officer. By presenting all evidence, the customer is discouraged from submitting a frivolous appeal/request. Violators can also select "View More Information" to see all relevant citation details, including Ticket Number, LPN, Violation Type, Color, Make, Model, and Officer. Please see the following pages for visuals on the online appeal process.

The City will define a window of time in which violators can submit an appeal for a citation. After that window has passed, the "Appeal" option will no longer appear below that citation on the customer portal.



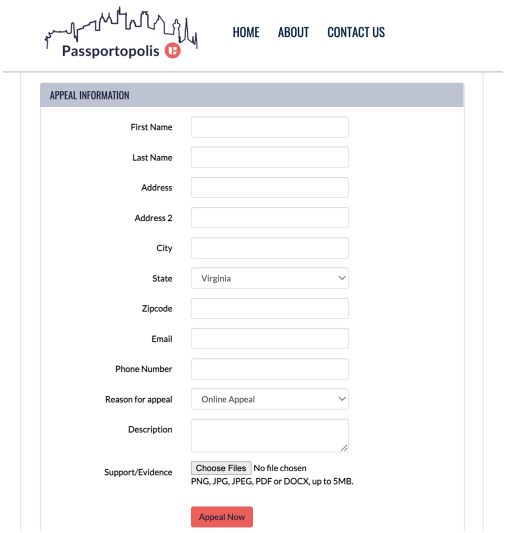
Online Appeals - Citation Results

Violators will be presented with any evidence of their violation, including photos or external notes recorded by the issuing officer, which can help promote payment.



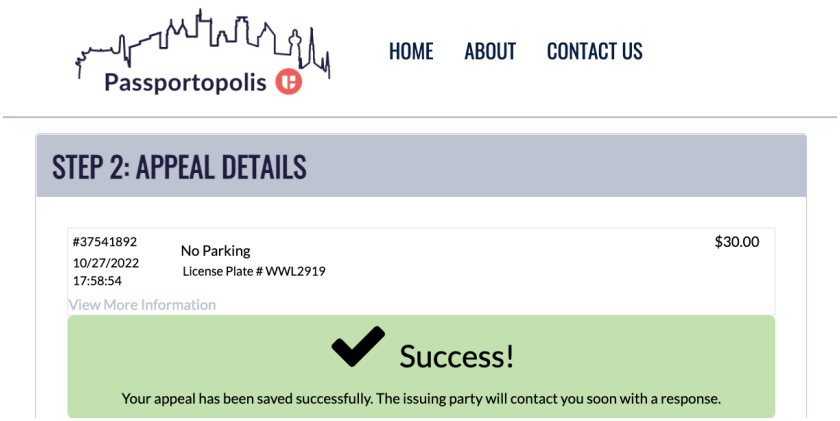
Online Appeals - Appeal Details

Violators will input their contact information and attach documentation to support their appeal. All submitted information will immediately feed into Passport's portal upon submission and will remain tied to the violation record.



Online Appeals - Appeal Information

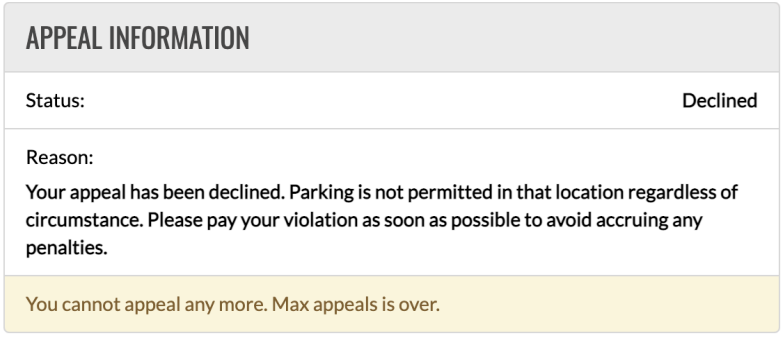
The customer portal will indicate that the appeal was submitted successfully. The violator will also receive an email confirmation.



Online Appeals - Success Message

Once an appeal or hearing request is submitted, the violator will receive an email confirmation. All information will immediately be fed into Passport's portal for review by the adjudication staff. This real-time feed of data results in City staff having the most up-to-date records for both customer service and reporting purposes. Following appeal submission, the citation record will also be suspended from further collection or delinquency action (e.g., noticing, vehicle immobilization) until a decision is rendered. The violator will be notified of a decision via email and can check the status of their appeal at any time by revisiting the customer portal.

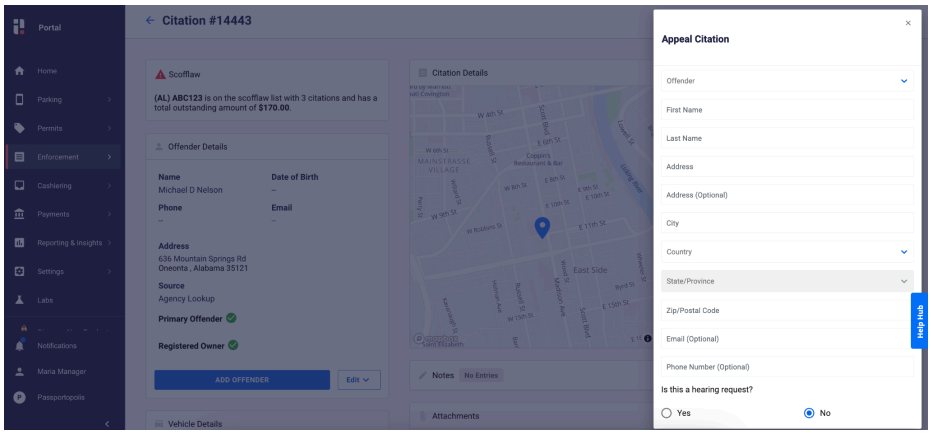
Once a decision has been made on a citation within the back-office portal, the information will also update the citation record on the customer portal.



Online Appeals - Appeal Status

Manual Appeals

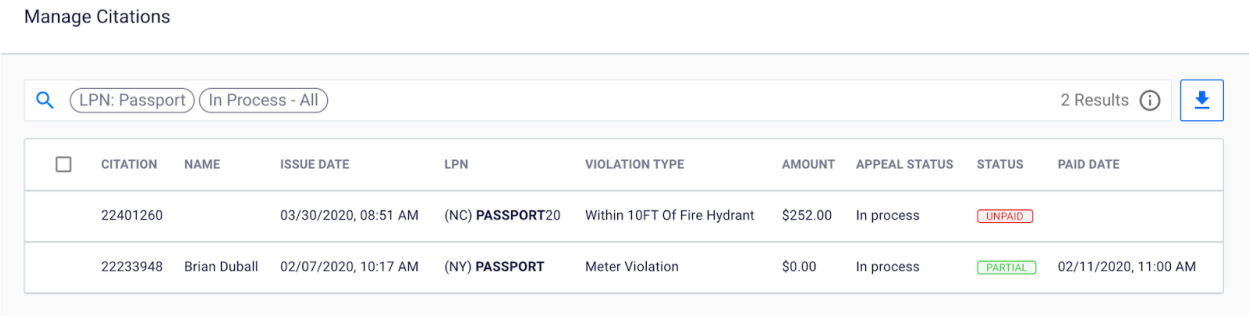
Within "Manage Citations" in Passport's portal, administrators can also enter any mailed or in-person appeals/hearing requests by clicking into the "Citation Detail" for that ticket and selecting "Appeal Citation" from the action menu at the top of the screen. Staff will enter the reason for the appeal, description notes, and scan any supporting evidence provided by the appellant into the record. Once inputted, it will be added to the appeal queue, awaiting review.



Manual Appeal Entry Screen

Processing Appeals

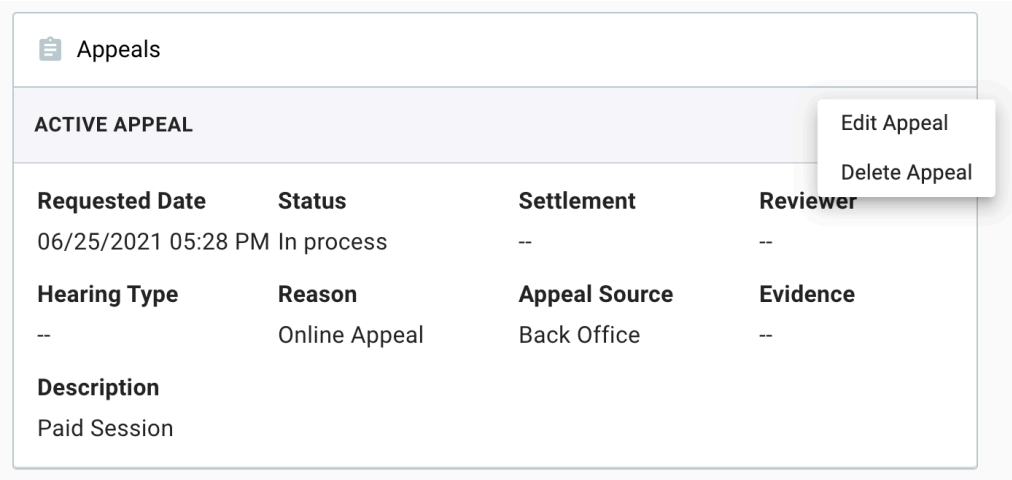
From Passport's portal, City adjudicators can easily determine which tickets have been appealed. When querying tickets via "Manage Citations," users can see if an appeal is being processed.



CITATION	NAME	ISSUE DATE	LPN	VIOLATION TYPE	AMOUNT	APPEAL STATUS	STATUS	PAID DATE
22401260		03/30/2020, 08:51 AM	(NC) **PASSPORT**20	Within 10FT Of Fire Hydrant	$252.00	In process	UNPAID	
22233948	Brian Duball	02/07/2020, 10:17 AM	(NY) **PASSPORT**	Meter Violation	$0.00	In process	PARTIAL	02/11/2020, 11:00 AM

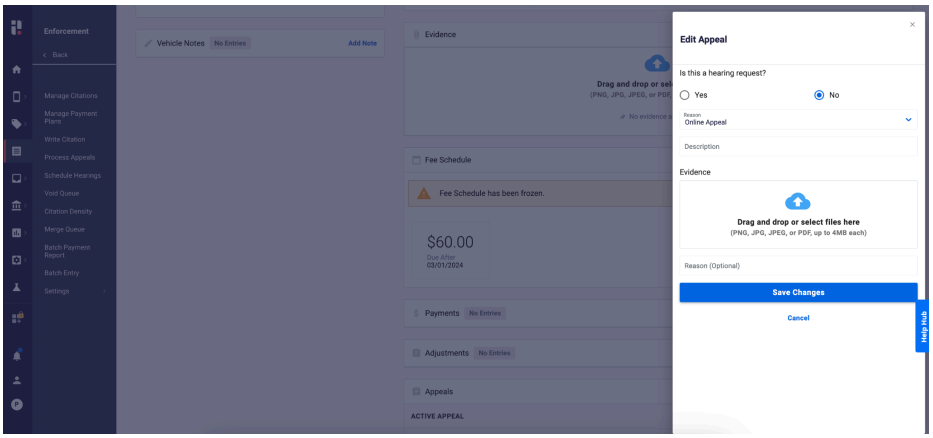
Manage Citations Screen

By clicking on the "Citation Details" screen, users can scroll to the "Appeals" card to see an overview of the submitted appeal/hearing request, with a quick action menu to edit or delete it, as necessary.



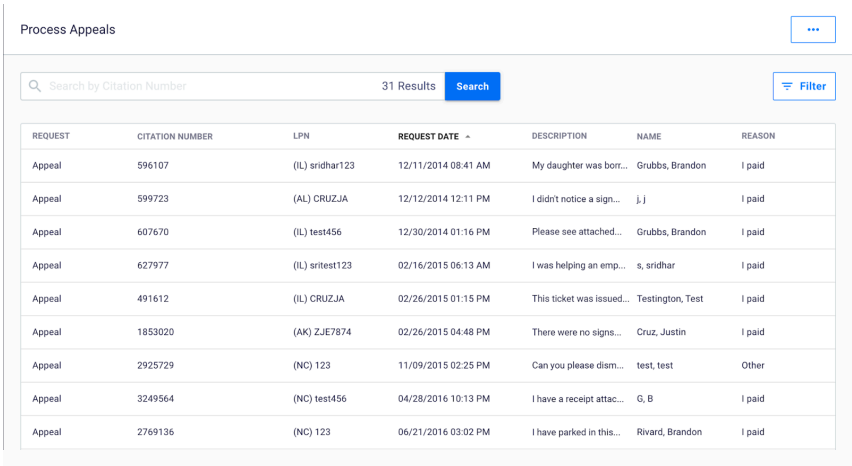
Citation Detail Screen - Appeal Card

To edit an appeal, users will be returned to the appeal screen, where they can adjust the information associated with it. This can be used to edit any appeal regardless of submission method (i.e., online, walk-in, etc.).



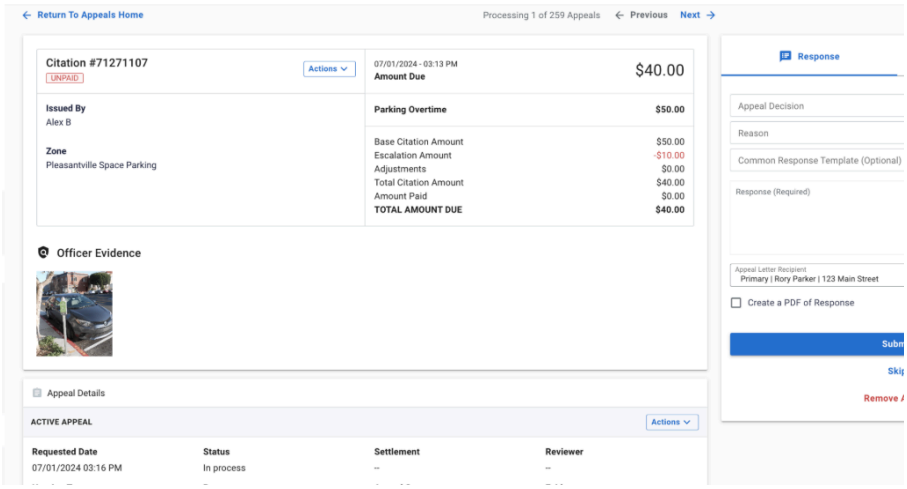
Edit Appeal Screen

Users will navigate to the “Process Appeals” module within Passport’s portal to review and render decisions on all submitted appeals. Here, users will have access to all information submitted by the appellant, including photos or supporting documentation. By default, the “Process Appeals” screen will display all citations under appeal; users can filter results by Name, LPN, Request Type, Officer and more.



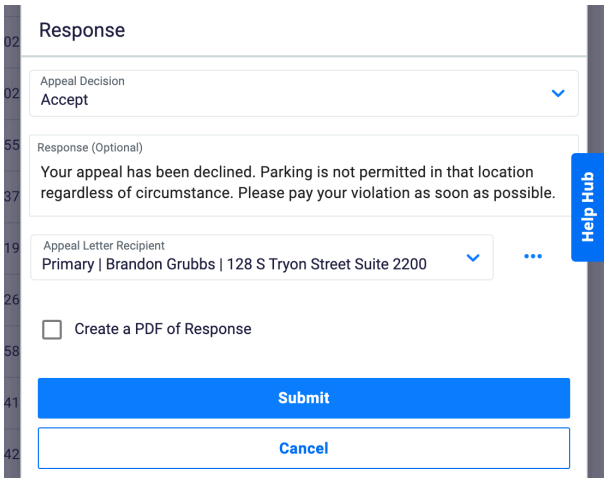
Process Appeals

Passport's portal collects all data related to a violation record, including evidence from the enforcement officer and documentation submitted by the appellant, to render the most informed adjudication possible. A decision will be selected for each appeal, finding the appellant liable or not liable for the citation, which will be accompanied by a reason to record further details behind that appeal decision.



Process Appeals - Render Decision

During implementation, the City will define reasons, which will be easily accessible via a drop-down menu. Example reasons could include Upheld, Fine Reduced, Overturned and Reduced-to-Warning. Passport will craft a letter template for each reason to convey the appeal decision and any next steps. Once an appeal is processed, the letter will automatically be mailed and/or emailed to the appellant's address on file. For example, the screenshot below shows the appeal decision letter mailed to the primary address on file for "Brandon Grubbs."



Process Appeals - Notify Appellant

Schedule & Process Hearings

City adjudicators will use the “Schedule Hearings” module within the “Enforcement” menu to see which appeals have requested hearings for tracking and scheduling. City adjudicators will assign a hearing in accordance with City business rules (e.g., Tuesdays, Thursdays), and the system will generate and mail/email a hearing notice to the appellant informing them of their scheduled hearing date/time.

The system also allows staff to enter a description should they wish to include any comments or additional background. Once hearing dates have been assigned, City staff can utilize Passport’s Citation Appeal Report, which can be exported and formatted as needed to use as a court docket. This report provides a detailed listing of all appeal and hearing requests and returns information, including violation issue date, violation number, violation type, license plate number, location information and whether the request is for an appeal or a hearing.

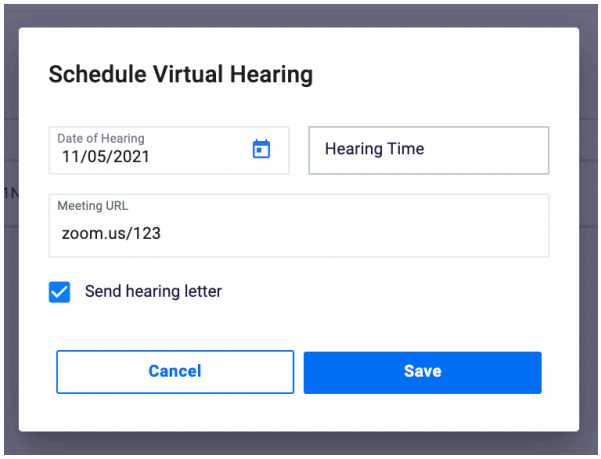
Following the results of a hearing, City adjudicators will follow a similar process as they would to process an appeal by applying a decision to each citation that was heard to find the appellant either liable or not liable for their citation. Based on the decision, a Parking Appeal Coordinator can select an accompanying disposition type (or “reason”) based on the court’s findings. These types can be pre-configured by Passport during implementation based on the typical findings of the court to enter consistent decisions and conduct accurate hearing reporting. As stated above, each reason will be accompanied by a letter template that explains the reason designation and conveys any next steps, as appropriate. The content and format of these letter templates are at the discretion of the City and will be defined and created during implementation.

Once a decision and reason are selected during appeal processing, City adjudicators can preview the pre-formatted letter template, populated with their ticket information, and then click “Submit” to mail and/or email it to the applicant’s address on file. Once decisions are made and applied in the system, tickets can resume eligibility for penalties and escalated enforcement measures (e.g., seizure or immobilization), as applicable.

Virtual Hearings

Passport can work with the City to support the provision of virtual hearings; however, for safety and security reasons, virtual hearings will need to be hosted on the City’s government account with the provider of its choice (e.g., Zoom, MS Teams, Google Meet, Webex, etc.). The City can set up any number of virtual hearing types, and each virtual hearing type must contain a unique default meeting URL. Virtual hearing types can be created based on the City’s needs, such as according to the presiding Judge.

For example, the City can establish “Room A - Zoom Hearing,” which is presided over by “Judge Smith” and uses the default URL zoom.us/123. The City can also establish “Room B - Google Meet Hearing,” which is presided over by “Judge Johnson” and uses a default URL meet.google.com/654sdf.



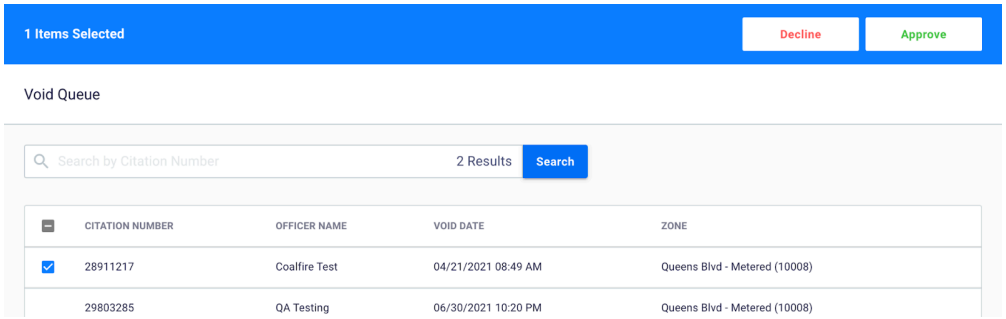
Schedule a Virtual Hearing

As customers submit hearing requests through the online customer portal, adjudication staff will subsequently schedule hearings accordingly through Passport’s back-office portal. Once scheduled, the system will auto-generate an email to the appellant with meeting details and a URL to attend a virtual hearing. The appellant will follow the link at the scheduled time, and from there, the City will conduct a virtual hearing in accordance with the City’s policies.

A virtual hearing request can later be viewed, edited, rescheduled, or deleted via the “Appeals” card on the Citation Details screen in Passport’s portal.

Void Queue

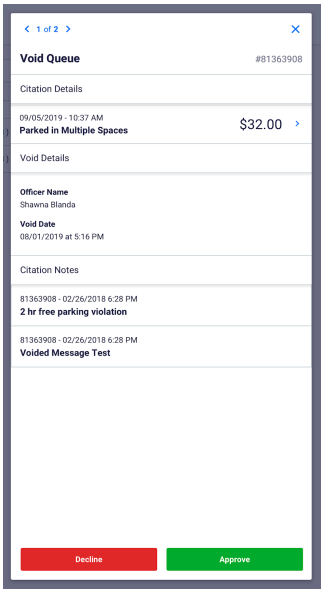
Passport's portal includes a "Void Queue" that allows an authorized user to accept or decline citation voids initiated by an officer through the OpsMan Mobile enforcement software. Citations are sorted by void date, from oldest to most recent. Users can perform voids in bulk by selecting multiple or all citations via the checkboxes.



Void Queue

The user can click a specific citation and a "Void Queue" screen will present citation details and additional documentation provided by the officer when making their decision to accept or decline the void.

This information includes Citation Number, Issuing/Voiding Officer (Officer Name), Void Date, all notes attached to the citation (Notes), and notes added by the officer during the Void Process (Void Message). Users can search the void listing for a particular citation. Users can void singularly (see the figure below) or in bulk by selecting multiple violations from the list (see the figure above).



Void Queue Singular

The City can configure alerts and notifications for the Void Queue. If there are citations in the "Void Queue" awaiting review, a notification will appear on the left-hand sidebar of the Portal menu, indicating the number of outstanding voids that are awaiting review. Outside of the system, an email alert can be sent to authorized users when a citation has been voided through OpsMan Mobile. The email notification will be configured to send only to those portal users with proper privileges.

The City can track and report on void activity using the "Citation Report" described in the Enforcement Reporting section below. Users can filter on a citation status (i.e., "void") and/or can also apply a filter for whether or not a citation is in the "Void Queue." As with most reports, the City can apply a date filter to see voids for a particular period, and the report will return back a wealth of information including but not limited to ticket number, LPN, location, violation, and issuing officer.

Scofflaw

Passport's portal will provide the City easy access to scofflaw reporting to identify habitual and repeat violators as determined by the City's business rules. As citation issuance data is compiled within Passport's portal, the system will identify any scofflaw vehicles qualified for special enforcement/immobilization (e.g., booting/towing).

This scofflaw data will then be sent to the OpsMan Mobile software and as officers issue citations, the issuance process will check LPN information against this continually updated scofflaw database.

To accommodate the City's booting, towing, and impoundment procedures, Passport will provide its "Boot and Tow" module within its Portal. Administrators will be able to export a complete list of scofflaw vehicles in several formats. Vehicles will be added/removed from the scofflaw list on a regular basis based on citation status such as newly issued and outstanding violations as well as paid/closed citations. Passport can also send a refreshed scofflaw list to third-party boot and tow companies each day ensuring all involved enforcement parties have updated information on scofflaw vehicles and can accurately enforce.

Administrators will also be able to search scofflaws by registered owner name, license plate number, boot/tow cross streets, make and model, or boot/tow number. This will return the scofflaw's name, LPN, make, total outstanding fine, and the total number of associated violations. By clicking on an individual violator's name, the administrator will see a complete list of all outstanding violations and can update a status to: Booted, Towed, Boot-to-Tow, Impounded, Disposed, Released, and Outstanding. Notes can be included when the status is updated to provide additional context behind a particular status. Passport recommends giving limited administrative access to Passport's portal to boot and tow companies, allowing them to see which vehicles need to be booted or towed, their location, and the ability to update a status when the vehicle has been released.

When a scofflaw vehicle is located and is subsequently booted, towed, or boot-to-towed, this status will need to be updated within Passport's portal. Passport can configure the system so that boot fees are automatically assigned to a vehicle in the form of a "Boot Fee" violation type when a scofflaw record is changed from Outstanding to Booted.

All activity within Passport's portal and OpsMan Mobile related to booted/towed vehicles is time stamped and includes the location where the boot/tow occurred, where the vehicle was towed to, and the date and time of release. Passport's portal will provide the City with a full picture of the scofflaw vehicle violations and the resulting immobilization activity. Passport will work with the City during the implementation to ensure this module is configured to adhere to City guidelines.

Letter Sending & Noticing

Passport's portal creates correspondence templates that allow the City to communicate with registered owners about outstanding citations, delinquent notices for outstanding violations or ad-hoc letters related to hearing dates, appeal decisions or insufficient funds.

Passport's Michigan Secretary of State (SOS) Integration

Passport maintains a direct integration with the Michigan SOS to support automated Registered Owner lookups as part of the citation lifecycle. This integration is already live and in daily use across the 30+ Michigan municipalities, downtown development authorities, and institutions that currently rely on Passport, giving Auburn Hills a proven, state-specific capability rather than a new or first-time integration.

Through this integration, vehicle registration data is returned automatically allowing our system to accurately associate violations with the appropriate registered owner without manual intervention. This streamlines back-office workflows, reduces processing time, and improves data accuracy across enforcement and collections activities.

This direct SOS integration is built on secure, SFTP-based data exchange and aligns with state requirements for data access. It ensures that ownership information is consistently and reliably incorporated into the system, strengthening the City's ability to maintain a complete and defensible compliance record.

NLETS Integration

Additionally, Passport has an integration with the National Law Enforcement Telecommunications Service (NLETS) for all out-of-state Department of Motor Vehicles (DMV) agencies in the United States, which allows access to registered owner information. Upon receipt, information from NLETS is auto-populated into the citation record in Passport's portal and triggers the system to generate the necessary correspondence(s).

The City will approve all notice and letter templates, and Passport will ensure specifications are met, such as including the City's letterhead or adding content applicable to state and/or federal laws. Passport's portal records all outbound correspondence as an audit trail item on the citation record, including a copy of the letter template for viewing and/or printing by administrators. Correspondences will be automated to mail on schedule defined by the City.

Additionally, Passport will work with the City to create and manage hotlists within the portal.

Delinquent Noticing & Correspondence

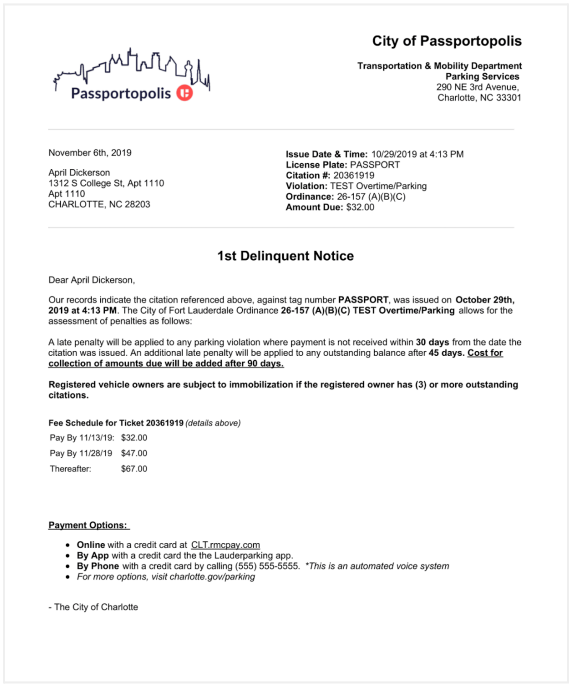
Passport's portal will give the City full control over its notice processing, ensuring effective communication with all outstanding citation holders. During implementation, Passport will work with the City to configure the system to establish criteria for automatic generation of delinquency notices, coordinating with all designated deadlines and schedules. Once pre-established criteria are met, the notice sequence will be initiated, and proper correspondence will be automatically generated and mailed to the address on file.

All outbound correspondence templates will be configured by Passport during implementation to be sent to violators or applicable fleet companies on a -defined schedule. This correspondence can include delinquent notices for outstanding violations, appeal decision letters or any other required templates.

Passport will align with the City to obtain written approval on outbound notices such as printing with the City’s letterhead or including additional content applicable to state and/or federal laws. Passport thinks of this communication as having two distinct workflows:

- **Violation Lifecycle Communication --** these notices should be automatically generated and mailed (e.g., first, second, and final delinquent notices).
- **Specific Letters --** these are specific letters that staff can send in response to frequently asked questions or requests (e.g., appeal decisions, insufficient funds, incomplete checks, or payment plan letters).

Each generated and mailed notice will be tracked in the system through the violation's trail, with a copy of the correspondence for viewing and/or printing. Passport will work to ensure all notices and letters will be customized to meet the City’s requirements. The City can generate letters to accompany certain processing actions, such as appeal decisions. Passport can configure designated disposition codes and standard response language for these processes to keep responses consistent.



City of Passportopolis

Transportation & Mobility Department
Parking Services
290 NE 3rd Avenue,
Charlotte, NC 33301

Passportopolis

November 6th, 2019

April Dickerson
1312 S College St, Apt 1110
Apt 1110
CHARLOTTE, NC 28203

Issue Date & Time: 10/29/2019 at 4:13 PM
License Plate: PASSPORT
Citation #: 20361919
Violation: TEST Overtime/Parking
Ordinance: 26-157 (A)(B)(C)
Amount Due: $32.00

1st Delinquent Notice

Dear April Dickerson,

Our records indicate the citation referenced above, against tag number **PASSPORT**, was issued on **October 29th, 2019 at 4:13 PM**. The City of Fort Lauderdale Ordinance **26-157 (A)(B)(C) TEST Overtime/Parking** allows for the assessment of penalties as follows:

A late penalty will be applied to any parking violation where payment is not received within **30 days** from the date the citation was issued. An additional late penalty will be applied to any outstanding balance after **45 days. Cost for collection of amounts due will be added after 90 days.**

Registered vehicle owners are subject to immobilization if the registered owner has (3) or more outstanding citations.

Fee Schedule for Ticket 20361919 *(details above)*

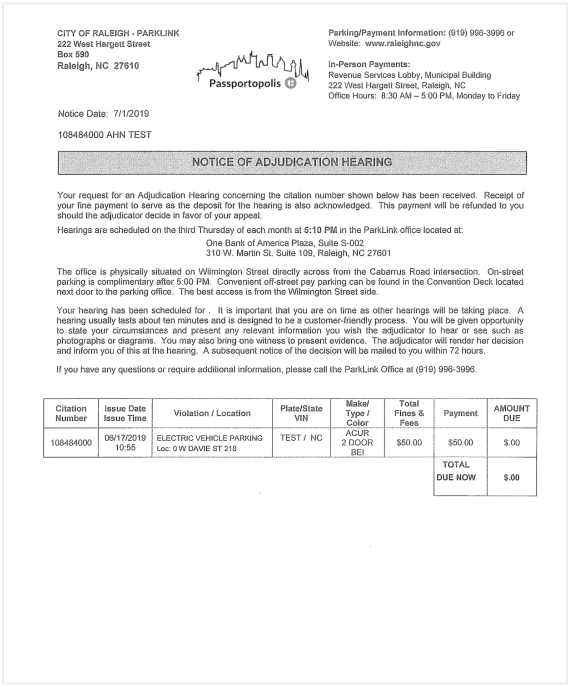
Pay By 11/13/19:	$32.00
Pay By 11/28/19	$47.00
Thereafter:	$67.00

Payment Options:

- **Online** with a credit card at CLT.rmcpay.com
- **By App** with a credit card the the Lauderparking app.
- **By Phone** with a credit card by calling (555) 555-5555. **This is an automated voice system*
- *For more options, visit charlotte.gov/parking*

- The City of Charlotte

Sample Delinquent Violation Notice



CITY OF RALEIGH - PARKLINK
222 West Hargett Street
Box 590
Raleigh, NC 27610

Passportopolis

Parking/Payment Information: (919) 996-3996 or
Website: www.raleighnc.gov

In-Person Payments:
Revenue Services Lobby, Municipal Building
222 West Hargett Street, Raleigh, NC
Office Hours: 8:30 AM – 5:00 PM, Monday to Friday

Notice Date: 7/1/2019

108484000 AHN TEST

NOTICE OF ADJUDICATION HEARING

Your request for an Adjudication Hearing concerning the citation number shown below has been received. Receipt of your fine payment to serve as the deposit for the hearing is also acknowledged. This payment will be refunded to you should the adjudicator decide in favor of your appeal.

Hearings are scheduled on the third Thursday of each month at **5:10 PM** in the ParkLink office located at:

One Bank of America Plaza, Suite S-002
310 W. Martin St. Suite 109, Raleigh, NC 27601

The office is physically situated on Wilmington Street directly across from the Cabarrus Road intersection. On-street parking is complimentary after 5:00 PM. Convenient off-street pay parking can be found in the Convention Deck located next door to the parking office. The best access is from the Wilmington Street side.

Your hearing has been scheduled for . It is important that you are on time as other hearings will be taking place. A hearing usually lasts about ten minutes and is designed to be a customer-friendly process. You will be given opportunity to state your circumstances and present any relevant information you wish the adjudicator to hear or see such as photographs or diagrams. You may also bring one witness to present evidence. The adjudicator will render her decision and inform you of this at the hearing. A subsequent notice of the decision will be mailed to you within 72 hours.

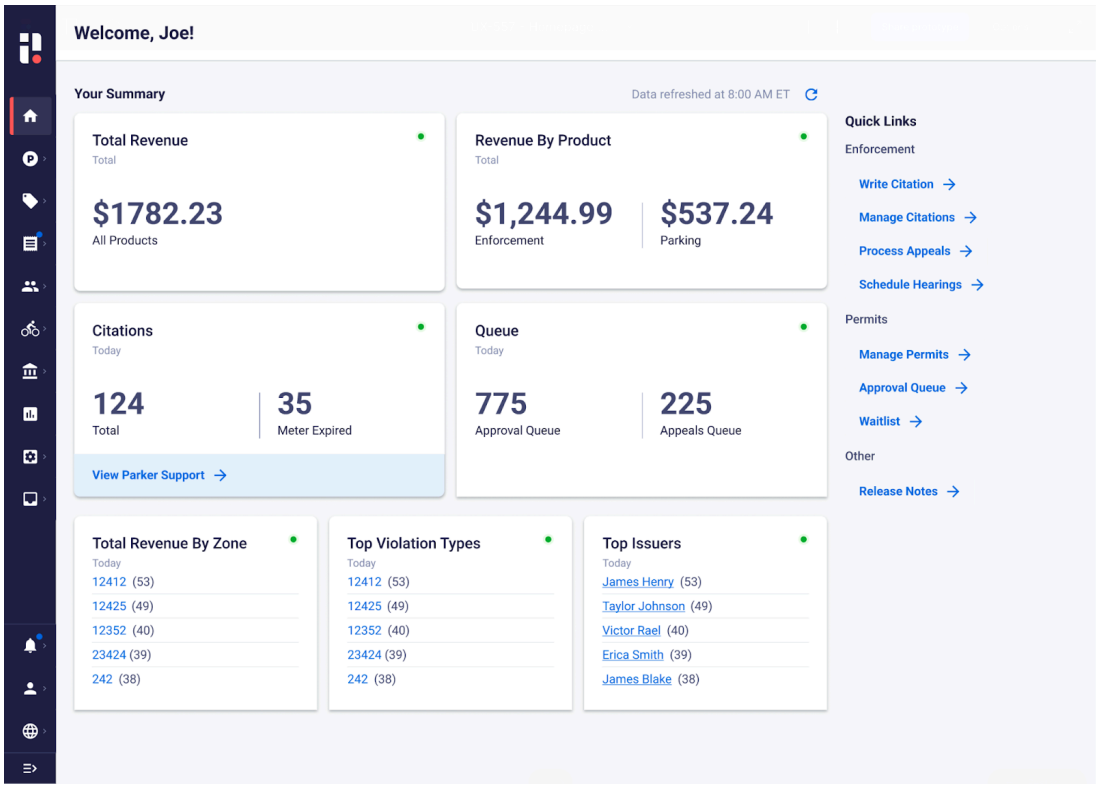
If you have any questions or require additional information, please call the ParkLink Office at (919) 996-3996.

Citation Number	Issue Date Issue Time	Violation / Location	Plate/State VIN	Make/ Type / Color	Total Fines & Fees	Payment	AMOUNT DUE
108484000	06/17/2019 10:55	ELECTRIC VEHICLE PARKING Loc: 0 W DAVIE ST 218	TEST / NC	ACUR 2 DOOR BEI	$50.00	$50.00	$.00
						TOTAL DUE NOW	$.00

Sample Hearing Letter

- **Real-time monitoring dashboard**

As users log into Passport's portal, they will be presented with a dashboard that will provide an overview of the City's parking environment. The City can visually track key data points and performance throughout its parking locations. As parking transactions are initiated on the street, City users can gather metrics quickly, such as transaction counts, average session value, and total net revenue. These metrics can be further refined by applying zone or date filters. The dashboard will also provide strategic data insights to help the City identify any trends in parking activity (e.g., revenue is up by 5% month over month).



Parking Homepage Dashboard in Passport's Portal

- **Reporting and analytics**

Enforcement Reporting

All citations issued by the enforcement software (OpsMan Mobile) will feed into the back-end portal for tracking and reporting. **Passport offers tools to help supervisors oversee enforcement officer activity in the field, as well as a comprehensive reporting stack to view trends and track performance across the entire enforcement platform, including issuance, payments, appeals, correspondence and more.** The portal's reporting capabilities and unique data visualization tools can help the City analyze their parking environment and make data-driven decisions based on daily, monthly and yearly trends.

Passport's portal comes preloaded with dozens of reports to help the City track and monitor performance in its enforcement operations. Passport has highlighted some of the most useful reports that its client base uses regularly below. These are a snapshot of the reports that will be available to the City to track parking violations and enforcement activity and analyze ways to drive parking compliance while still collecting revenue.

Officer Performance Reports

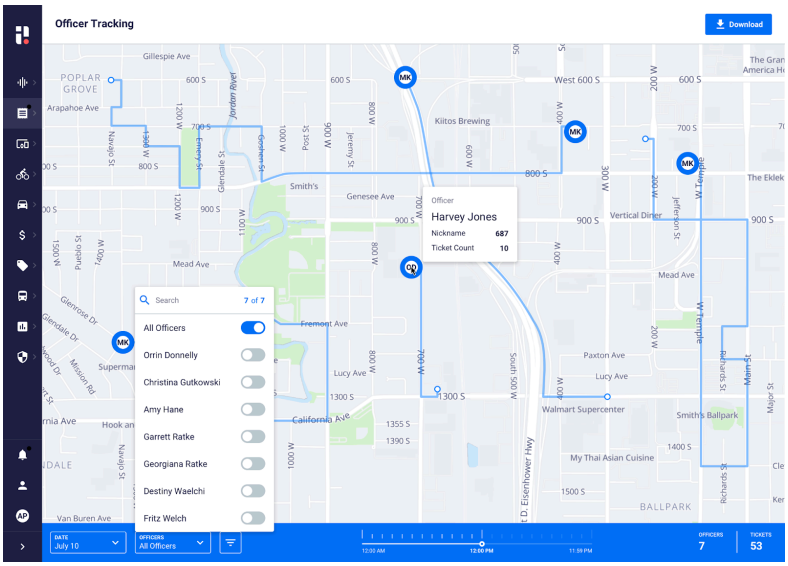
These reports can be pulled daily, weekly, monthly or from a set date range defined by the user. Enforcement supervisors and managers can use these highlighted reports to evaluate individual officers' performance.

**Screenshot of report is included on the following pages.*

OFFICER PERFORMANCE REPORTS	
Report	**Description**
Officer Boot Report	Lists the number of boots an enforcement officer deployed based on a date range.
Ticket Density	Displays a visual of the areas where the enforcement officers have issued tickets through a heat map.
Live Officer Tracking*	Provides real-time insight into enforcement officer routes via a map. *Enforcement Solution - Officer Performance Reports*

Passport's Live Officer Tracking Report provides real-time insight into enforcement officer routes. The map displays the location of logged-in users and the colored lines show each officer's historical routes (based on filtered hours). The City can filter by officers, date, and time, which helps identify common trends when dealing with their field operations. For example, a time frame slider is present at the bottom of the screen and set based on the date selected. Using the slider, a secondary time frame can be selected within the initial date selected.

Officer tracking not only provides trend analysis in-the-field, but can be used as a security tool to ensure officers are safe and on their correct routes. Comprehensive reports can be downloaded and reviewed with parking enforcement officers for quality assurance. This report enables City supervisors to visualize and proactively optimize officer routes to yield the most positive enforcement results.



Live Officer Tracking Report

Issuance & Patrol Reports

These reports will be used by senior enforcement managers to assess overall enforcement performance, trends, etc. These include total daily and monthly issuance totals, month and year-to-date issuance by violation type and appeals/dismissals by violation code.

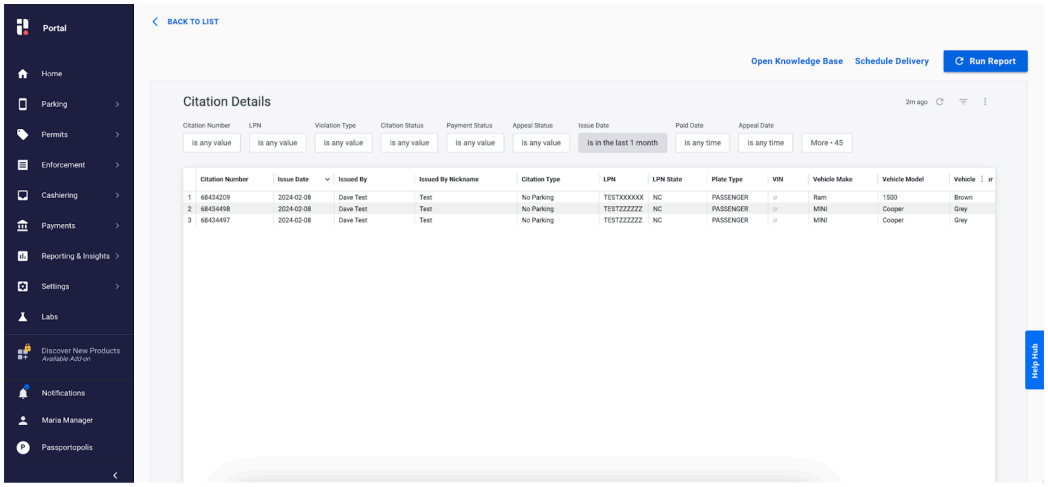
**Screenshot of report is included on the following pages.*

VIOLATION & PATROL REPORTS	
Report	**Description**
Citations Detail Report*	Provides comprehensive details regarding citations that were issued with several data points included. Each row of the report presents a citation issued.
Chalking Mark Report	Provides information on chalking marks initiated from the OpsMan Mobile enforcement software.
Violations by Location Report	Provides a location-by-location summary of violation information.
Citations by Type Report	Provides key summary information for each violation type including violations issued, total amount due, % of total based on date range, enforcement officer, and violation type filters.
Scofflaw Report	Provides details on LPNs that have been included on a scofflaw list including total amount outstanding and total citation count.

Enforcement Solution - Violation & Patrol Reports

Passport's Citation Details Report provides a wealth of data surrounding the citations that were issued and displays detailed information on all issued citations. Users can apply 45+ filters to customize the data view and can see all captured fields in the system, including date, officer,

location, status, as well as custom fields. The report is easily downloadable to CSV, where the City can further filter and format the report.



Citation Details Report

Accounting & Fiscal Reports

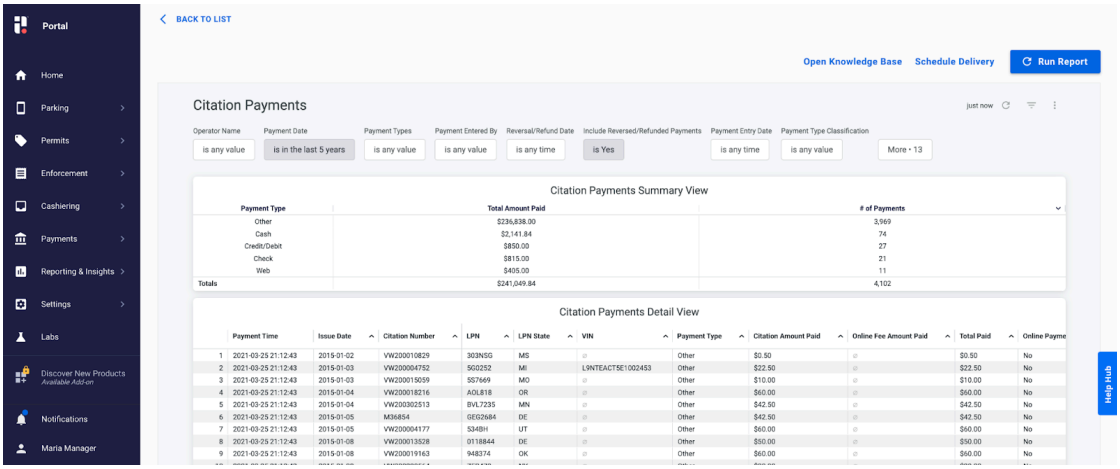
These reports are mainly daily detail reports to support financial controls, ensuring that all financial transactions are captured and processed properly. This includes reports on payments that are balanced with the City's merchant account, as well as cashiering reports used to close out cashiers and total payment activity at cashier locations.

Passport's Citation Payment Report allows users to view all payments processed within a set date range. Users can filter on several parameters to drill down on a particular period or type of payment.

**Screenshot of report is included on the following pages.*

ACCOUNTING & FISCAL REPORTS	
Report	**Description**
Citation Payments Report*	Lists all violation payments made within a defined date range. Filters include payment type, partial payments, and batch payments.
Citation Adjustments Report	Lists all violations that received an adjustment to their price, including adjustment date/time, violation number, type of adjustment, adjustment amount and initiating user.
Citation Batch Payments	Provides a summary of the cashiering batches per cashier that enables drilling down into each batch for individual violation information.

Enforcement Solution - Accounting & Fiscal Reports

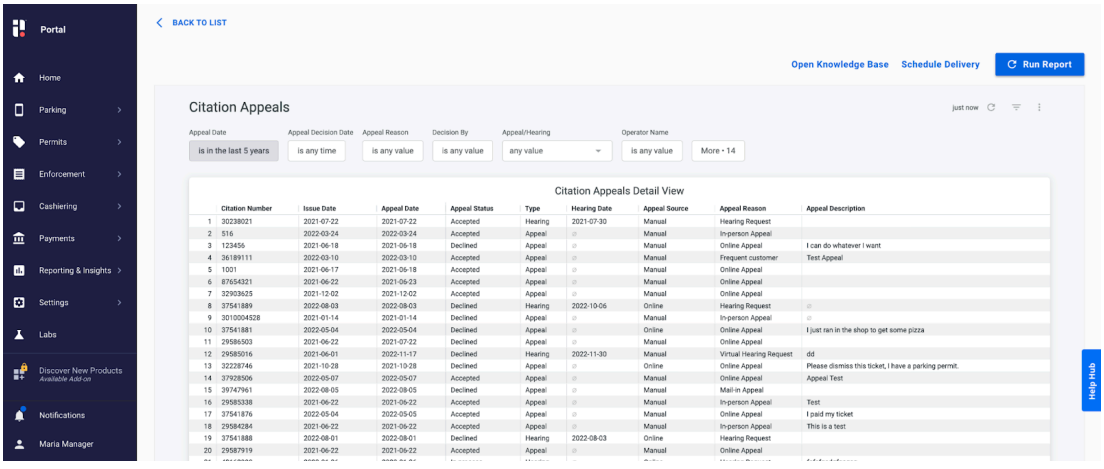


Citation Payment Report

Appeal & Adjudication Reports

These reports allow administrators and City adjudicators to see patterns in the review of appeals and related appeal decisions. Clients have used these reports to serve as a court docket (Appeal & Hearing Report) and reports can be run on citations pending and post-appeal to monitor the violations awaiting a hearing and to keep a thumb on appeal processes. Most reports can be filtered by a variety of parameters (e.g., date, officer, violation type, appeal status, etc.) to understand common claim types to effect change in the way customer service is provided to citizens.

Users can run Passport's Citation Appeal Report on citations pending and post-appeal to monitor the violations awaiting an appeal decision and/or to keep a thumb on appeal processes. This report can be filtered by several parameters, including date, appeal reason, and appeal status.



Citation Appeal Report

In addition to the reports listed above, users can export the “Process Appeals” screen for active appeals/hearing requests. This displays a detailed listing of all appeal and hearing requests, with information including violation issue date, violation number, violation type, license plate number, location information, and whether an appeal or hearing request.

Passport is constantly iterating and updating its products, including the reporting functions in Passport’s portal and will work with the City to ensure its reporting needs are met.

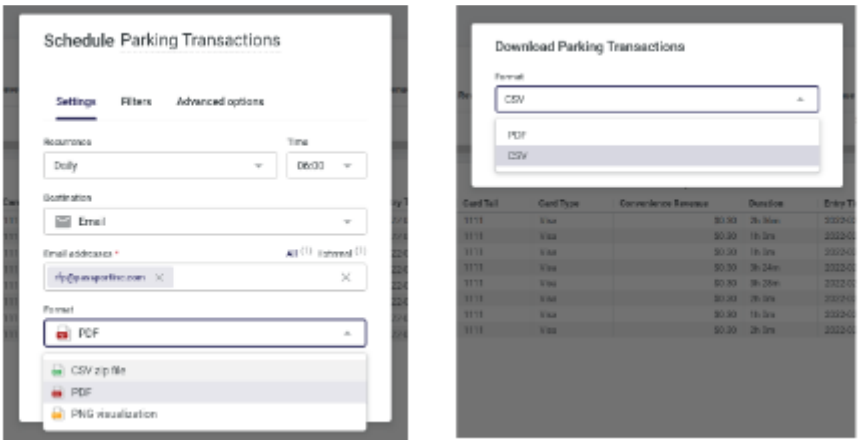
Custom Reports

Passport’s reporting functionality is configurable based on a large range of filters. Applying these filters will allow the City to generate reports specific to its needs. For example, Passport’s Citation Report offers 45+ filters to drill down on a particular set of citations that were issued. Users can customize the on-screen view of a report by hovering over the column they would like to edit and clicking the gear for the drop-down menu. They can also drag the columns to minimize or expand a view. Reports can also be configured to include certain fields that are captured across the system, allowing the City to track and recognize trends across different data points and parameters. Should the City require a data view not available through the system, Passport is open to discussing the need to build out additional custom reports for the City.

Report Distribution

Passport’s next-generation reporting capabilities are focused on delivering reliable and insightful data generated by a community’s interactions with Passport products. This data helps Passport’s clients optimize decisions that impact their operations and their communities’ quality of life. Passport offers a variety of viewing, export, and distribution capabilities from the portal including:

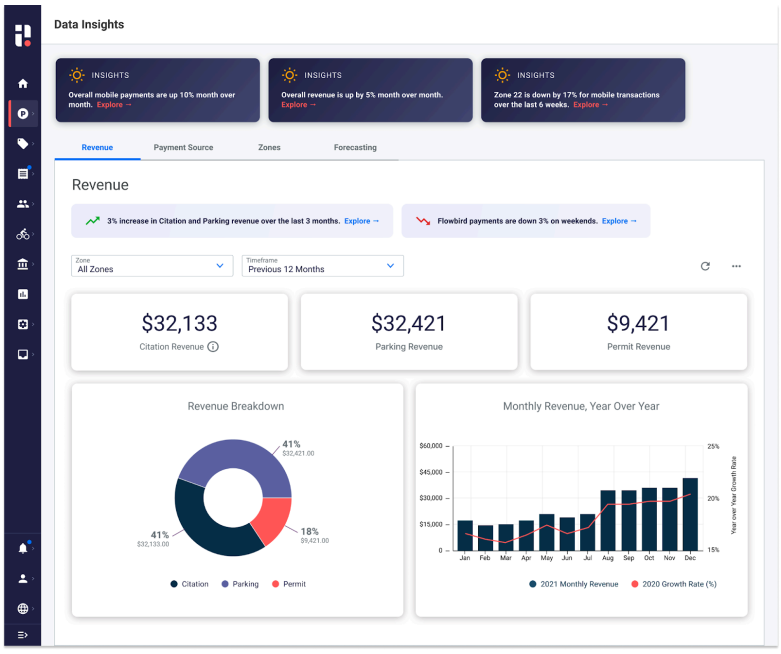
- View reports and data visualizations
- Download data in PDF and CSV formats
- Send data via email in PDF, ZIP/CSV, XLS and PNG formats
- Schedule data to be delivered via email on a recurring (minute, hourly, daily, weekly, and monthly) basis in PDF, ZIP/CSV, XLS and PNG formats



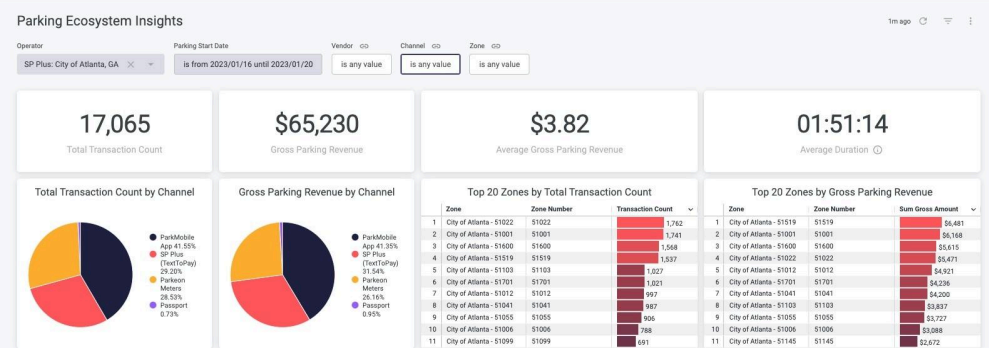
Data Export & Scheduling Tools

Business Intelligence & Analytics

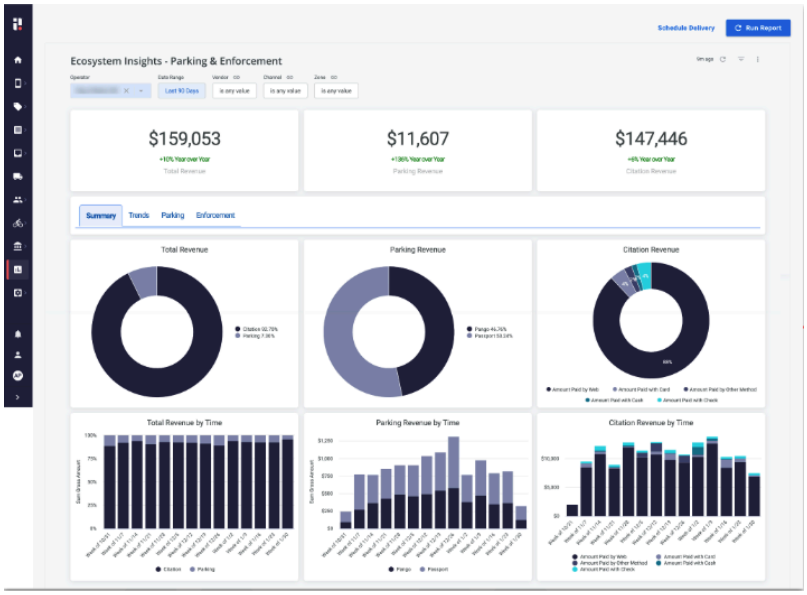
As users log into Passport's portal, they will be presented with a dashboard that will provide an overview of the City's parking environment. The City can visually track key data points and performance throughout its parking locations. As parking transactions are initiated on the street, City users can gather metrics quickly, such as transaction counts, average session value, and total net revenue. These metrics can be further refined by applying zone or date filters. The dashboard will also provide strategic data insights to help the City identify any trends in parking activity (e.g., revenue is up by 5% month over month).



Data Insights



Parking Ecosystem Insights -Meters & Other Sources



Ecosystem Insights - Parking & Enforcement

The details above highlight Passport's business intelligence capabilities. Rather than proposing a custom-built business intelligence dashboard during implementation, Passport offers its established dashboard within the portal. This centralized solution allows the City to access all its data in one location. Additionally, the City will have the opportunity to provide feedback for enhancements to the home dashboard and to identify other intelligence features it would like to access.

2.5 Operations & Maintenance

- **Ongoing maintenance and technical support**

Passport System Maintenance

Passport performs database maintenance during its regularly scheduled release windows during low-volume periods (bi-weekly on Wednesday evenings). Passport uses AWS Managed Services for its database needs, and AWS manages security and bug fixes to database software on behalf of Passport during scheduled maintenance windows over the weekend. This maintenance does not impact service availability. Passport updates database configuration and schema during its standard deployment windows. Nightly backups are configured and managed through AWS.

Passport Product Support Services

In addition to our offered dedicated Client Success support, the City will continue to have direct access to Passport's live Product Support Services Monday through Friday from 8:00 AM to 7:00 PM ET for all technical issues, troubleshooting needs, and general support requests. For critical or high-priority issues, after-hours support is available through Passport's answering service to ensure timely response and continuity of operations. City staff can reach Product Support through the following channels:

- **Phone --** (980) 939-0990 / After Hours: (866) 815-3043
- **Customer Support Platform -** A centralized, in-product support experience where clients can submit and track requests, access answers, and receive faster resolution through intelligent intake and routing—further differentiating Passport's customer service and technology capabilities. Please see proposal section 10. Customer Support Plan, for additional details.

TPS Maintenance

TPS offers two service and maintenance structures for the kiosk and meter equipment, so Auburn Hills can choose the cost model that best fits its budget and risk tolerance.

Option 1, Parts Contract: For a fixed annual fee of $480 per machine, beginning in Year 2 (Year 1 is included at no cost), TPS covers all parts needed for repairs, regardless of how much service a given machine actually requires. Repairs begin with phone-based troubleshooting from TPS technicians, with an in-person service visit, billed on a time-and-materials basis, available for anything that can't be resolved remotely.

Option 2, Time and Materials: Year 1 is also included at no cost under this option. From Year 2 onward, parts are billed at the prevailing price at the time of each repair, so total cost tracks actual

usage rather than a flat fee. As with the Parts Contract option, remote phone support is the first line of troubleshooting, with in-person visits available on a time-and-materials basis when needed.

TPS Technical Support

TPS provides responsive technical support to keep Auburn Hills' kiosks and meters running smoothly. Standard phone and video support, covering troubleshooting and issue resolution for City staff, is available Monday through Friday, 8am to 5pm, at no additional charge. Support requested outside these hours is billed at $150 per hour.

Beyond troubleshooting, TPS's remote support also covers configuration changes. Because TPS programs all machines in-house, rate and time-restriction adjustments can be made directly and quickly, whether on an ad hoc basis for a special event or on a permanent basis when the City's rate structure changes.

- **Customer service support (hotline or app-based)**

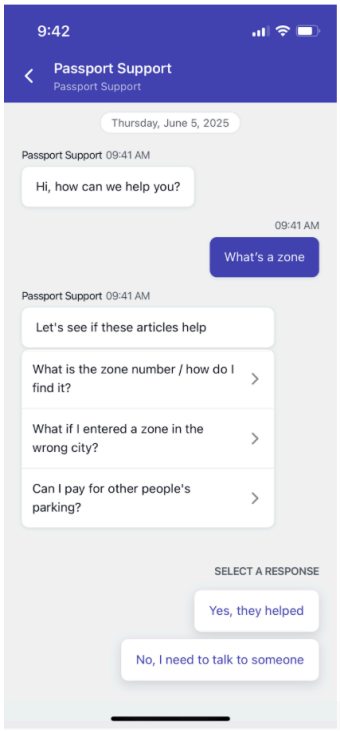
End-User Customer Support

Passport is committed to providing response and comprehensive customer support to both City and its parking customers. We meet the requirement for a 24/7 customer service hotline, ensuring users/parkers can submit inquiries and access support resources at any time, every day of the week. Our end-user Live Call Center is available 24/7 via phone at +1 (704) 817-2500). Real-time assistance from a live representative is provided daily from 8:00 AM to 9:00 PM ET, seven days a week. Outside of these hours, callers may leave a voicemail, which will be addressed promptly during the next available service window. Customers may also contact our support team at any time by sending a message to support@passportinc.com. This model ensures comprehensive coverage and timely support while allowing users to reach out whenever issues arise.

While users can submit requests 24/7, immediate live resolution is not guaranteed outside of standard response windows unless the issue involves a system outage or critical service disruption, in which case on-call engineering teams are engaged. All inquiries are logged, triaged, and responded to based on severity, with clear escalation protocols in place to ensure continuity of service.

In-App Support

In addition to live support, Passport offers intelligent self-service options accessible through our mobile application and online help portal, including an AI-powered chatbot and ticketing system available 24/7, as shown in the image below.



Within the same app, customers can also navigate to the “Support” page to:

- Search a dynamic FAQ knowledge base related to app technology and its functionality.
- Submit inquiries through the “Contact Us” form (which generates a ticket).
- Review key policies like the Terms and Conditions and Privacy Policy.

This layered support model ensures that City's parkers can receive timely, effective assistance through live agents or automated digital channels.

TPS Customer Support

TPS also provides Auburn Hills staff with a dedicated customer support email address and phone line for day-to-day questions and technical issues; see proposal section 10. Customer Support Plan, for full details.

- **Software updates**

Auburn Hills will have access to the latest version of the software through a continuous update cycle. New software versions are deployed every two weeks as part of Passport's two-week sprint cycle, during which functionality is refined and bugs are addressed. Every update passes through a regression testing cycle before release into production, so new versions reach Auburn Hills' system tested and stable. In the rare case an emergency deployment or more complex update is needed outside this regular cycle, Passport performs the work during off-hours and provides Auburn Hills with advance notice.

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3. Technology & Training

For enforcement, Passport will provide Auburn Hills' enforcement officers with two pieces of hardware to support field operations: the Zebra TC27 handheld mobile computer and the Zebra ZQ320+ mobile printer.

The TC27 is a rugged, Android-based handheld device that gives officers real-time access to Passport's system while in the field, allowing them to look up parking sessions and confirm payment status. The ZQ320+ is a compact mobile printer that pairs with the TC27, enabling officers to print citations or receipts on demand at the point of enforcement.

FUNCTION	PROGRAM DESCRIPTION	DELIVERY METHODS
Parking Enforcement Officers	Provides Officers with the knowledge and skills to issue citations and maintain their equipment.	Virtual instructor-led delivery.
Officer Leads & Supervisors	Provides supervisors with the knowledge and tools within Passport's system to improve daily operations.	Virtual instructor-led delivery.
Daily Operations	Provides all City staff (Management, Finance, Administrative Professionals, Customer Service, etc.) with the skill and knowledge to use the Passport system. Trainings include a range of topics, including how to: • Improve operations. • Effectively and efficiently utilize Passport's system to support daily, weekly, monthly, and annual accounting routines. • Accurately and efficiently support ticketing questions from City constituents. • Issue refunds, verify permit documentation, and approve appeals.	Virtual instructor-led delivery with self-study.

TPS provides hands-on and ongoing training on all hardware and software it supplies. Details on TPS' training method are available in proposal section 2.2 Installation. ensuring Auburn Hills staff are fully equipped to operate, maintain, and troubleshoot the kiosk and pay station equipment from day one.

4. Equipment & Warranty Information

Passport Equipment and Warranty Information

Issuance Hardware

Zebra TC27 Touch Computer & BlueTooth Printer

Passport will supply Zebra TC27 Touch Computer Series and ZQ320+ printers with its hardware as a service plan for the Auburn Hills' enforcement program. As an authorized reseller of the Zebra TC27 device, Passport offers this durable, Android-based touch computer designed specifically for rugged environments, ensuring reliability and performance in demanding enforcement operations.

Please see below for additional details regarding the TC27 handheld devices with camera-ready capabilities and printers.

Display & Build

As an Android-based device, the TC27 has an internal warning when the "skin" temperature gets too high, and now the OS can also help protect the device's USB port from short circuits or overheating. The TC27 is fortified with a Corning Gorilla Glass window that is built to handle the elements (snow, rain, heat, freezing cold) and is waterproof, dustproof, and can withstand drops to concrete. The 5.0" High-Definition display screen touch panel has a multi-capacitive touch that supports stylus, bare fingertip, or gloved fingertip input.

Battery

The TC27 has a rechargeable 3,300 mAh lithium-ion PowerPrecision+ high-capacity battery that quickly charges through a USB port. The battery delivers more than enough power to outlast a shift (up to 14 hours). However, should an officer need to replace the battery during their shift, the batteries are removable, eliminating the need to take a device out of service for charging.

Camera & Audio

The TC27's camera is 13MP, with a rear camera flash LED that generates balanced white and an f/2.2 aperture. This high-quality camera will make it much easier for parking enforcement officers to take multiple pictures of each vehicle. All pictures will be stored with the citation in Passport's portal, with the option to print one photo directly onto the citation. The TC27 can scan 1D and 2D barcodes with an extraordinary range using the SE4710 Imager.

Passport's solution also offers voice functionality to ease the issuance process for officers. Passport's issuance software includes a voice-to-text feature for a hands-free method of dictating notes to be added to the citation. Any audio files recorded on the device will not be transmitted to Passport's portal. Should the City wish to attach an audio recording manually, an officer could do so through the "Add Notes" feature in Passport's portal and include a link to the external audio URL.



Zebra Accessories

Hardware Maintenance & Support

Along with the Zebra TC27 handheld device and ZQ320 Plus Bluetooth printers, Passport provides the City with its Mobile Citation Service Plan. This service will include:

- Defined and advanced hardware replacement/loaners should repair be needed
- Hardware warranty
- Advanced shipping for repairs, i.e., Passport will work with City staff to resolve the issue within 2-3 weeks

The City will have Passport's full support in providing handheld support and troubleshooting. Passport has a dedicated team of hardware support personnel who are fully trained on Passport's hardware offering, including the Zebra TC27 devices. This team will be available to assist with any issues or questions from City enforcement officers and staff.

Mobile Device Management

Passport's Mobile Device Management (MDM) service ensures that enforcement teams stay connected, efficient, and focused in the field. With MDM, Passport can remotely configure, secure, and maintain handheld devices. keeping operations smooth and frustration-free. Devices are fully set up in minutes and locked down to approved applications only, reducing misuse and distractions. Administrators can easily locate lost devices, push or remove application updates remotely, and prevent unauthorized calls or messages. The result is a fleet of handhelds that stay secure, up-to-date, and optimized for enforcement productivity.

Zebra Warranty

Zebra Technologies Corporation, including affiliates and subsidiaries under Zebra's common control ("Zebra"), warrants to the End-User Customer as follows.

Hardware Warranty

Unless otherwise stated by Zebra in the Product warranty exceptions list or in a sales agreement between Zebra and End-User Customer, Hardware is warranted for a period of twelve (12) months from date of shipment from Zebra or, with proof of purchase, from the purchase date whichever is later, against defects in workmanship and materials, provided the Hardware remains unmodified and is operated under normal and proper conditions and in accordance with Zebra published specifications. The sole obligation of Zebra for defective Hardware is limited to repair or replacement (at Zebra's sole discretion) on a "return to service depot" basis with Zebra's prior authorization. End-User Customer is responsible for shipment to Zebra and assumes all costs and risks associated with this transportation. Zebra shall be responsible for return shipment to End-User Customer, unless Zebra, in Zebra's sole and absolute discretion, determines that the corresponding Hardware has no defect or is not under warranty, in which case End-User Customer shall be responsible also for return shipment. No charge will be made to End-User Customer for warranty repairs. Zebra shall not be responsible for any damage to or loss of any Software programs, data or removable data storage media, or the restoration or reinstallation of any Software programs or data. No technical support shall be provided during the Hardware warranty term other than to identify if a warranty repair is needed.

Warranty repair shall be performed in a good and workmanlike manner. The repair shall conform in all material respects to the applicable Zebra published specification for a period of thirty (30) days following completion of the repair or until the end of the original warranty period, whichever is longer. End-User Customer's sole and exclusive remedy in regard to warranty repair shall be to request Zebra to re-perform the non-conforming warranty repair.

Software "As Is"

Software is licensed "as is" with no warranty. Notwithstanding the above, unless otherwise stated by Zebra in the Product warranty exceptions list or in a sales agreement between Zebra and End-User Customer, for restricted software and for licensed demoware, as identified at zebra.com, End-User Customer may, for a period of 90 days from when the instance of Software or Hardware are first shipped by Zebra or, with proof of purchase or license, from the purchase date whichever is later, obtain if available, releases, from https://www.zebra.com/us/en/support-downloads.html and technical support.

General

The above warranty provisions are not transferable by an End-User Customer and shall not apply to any Product (i) that has been repaired, tampered with, altered or modified, except by Zebra or its authorized repairer providers; (ii) to the extent that in Zebra's sole determination the defects or damage result from normal wear and tear, misuse, negligence, improper storage, water or other liquids including contamination with bodily fluids, battery leakage, use of parts or accessories not approved or supplied by Zebra including but not limited to Printheads, media, supplies, batteries

and other peripherals, or failure to perform operator handling and scheduled maintenance instructions supplied by Zebra; or (iii) that has been subjected to unusual physical or electrical stress, abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable specification.

Except for the express warranties stated above, Zebra disclaims all warranties and conditions on hardware, software or warranty repair furnished, including all implied terms, conditions and warranties of merchantability, satisfactory quality, non-infringement and fitness for a particular use or purpose and that software, solution, or warranty repair will meet your requirements, that the software or the provision of warranty repair will be uninterrupted, private, timely, secure, accurate or error-free, that defects or errors in software will be corrected, or that hardware or software, will be compatible with future products or software versions or interoperate with third party hardware or software. The remedy set forth in this hardware warranty section above is end-user customer's sole and exclusive remedy for warranty claims, and is expressly in lieu of all other remedies that may be available to end-user customers at law or in equity. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to the particular end-user customer.

Zebra shall not under any circumstances whatsoever be liable to any end-user customer or any third party for loss of profits (direct or indirect), any destruction or loss of data (direct or indirect), diminution of good will, or any special, consequential, or incidental damages whatsoever with respect to any claim in connection with Zebra products. some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the particular end user customer.

For transactions in Australia and New Zealand, the terms in this warranty statement, except to the extent lawfully permitted, do not exclude, restrict, or modify, and are in addition to, the mandatory statutory rights applicable to the sale of products to such end-user customers.

Additional Warranties

Zebra Onecare Warranty

Zebra OneCare are extended warranties that provide a great value and return on investment for the client. There are two warranty types, Essential or Select, which can be bought for 3 or 5 years terms. These warranties cover normal wear and tear and accidental damage. Below are the features of the two warranty types.

Essential Care

The Essential warranty offers the features below. Some of the highlights are 3-day turn-around time at Zebra support, 8am to 5pm technical support, comprehensive repair services and more.

- Comprehensive coverage — if it's broken, we fix it

- Covers accidental damage, plus normal wear and tear
- 8x5 local time live-agent support
- 3-day repair turnaround time
- Access to restricted software
- Device Diagnostics for mobile computers
- VisibilityIQTM OneCare® cloud-based view for mobile computers and scanners provides visibility to repair, case management and LifeGuardTM analytics reports

Select Care

Offer everything Essential with increased service. It offers same-day shipment of replacement devices, next day air shipping service, 24/7 technical support, comprehensive repair services, and more.

- 24x7 live-agent technical support
- Advance device replacement - Same day shipment of replacement device
- Spares pool management
- Device Commissioning

TPS Equipment & Warranty

All Flowbird CWT S4 kiosks and meters installed for Auburn Hills are new units, so each one carries the standard Flowbird one-year manufacturer's warranty from the date of installation, covering all parts. Because TPS is an authorized Flowbird distributor, this warranty support runs through a direct manufacturer relationship rather than a generic reseller, giving Auburn Hills straightforward access to Flowbird's parts and technical support should any unit need warranty service during that first year. For full specs on the Flowbird CWT S4 kiosks and meters, please refer to proposal section 2.1 System Design & Equipment.

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5. Proposed Equipment Locations

Attachment A to the RFP already identifies the City's preferred approximate kiosk and meter locations: a payment kiosk within the Primary Street lot, and payment kiosks and meters at intervals along Auburn Road near N. Squirrel Road, S. Grey Road, and Juniper Street.

TPS has reviewed this layout and confirms its proposed equipment is well suited to both locations. A site survey will be conducted once the contract is awarded to finalize the exact placement of each machine.

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6. Implementation Timeline

Passport's Parking Management Implementation Plan

Passport serves more than 800 clients across 5,000+ locations, supporting over 14.3 million end users, and backed by more than 30 years of combined expertise in parking technology. Through this depth of experience, we have refined a proven, scalable, and repeatable implementation process that has consistently delivered successful launches of our Downtown Paid Parking solutions.

Client Experience Team

Passport ensures every deployment is collaborative and tailored to client needs through its proven implementation framework. The Client Experience team—uniting Client Implementations and Solutions Engineering—combines product expertise with project management discipline to guide City from contract execution through launch and beyond. Solutions Engineering will work directly with the City to capture requirements and define system functionality during the Contracting and Scoping phase. Solutions Engineering will produce two foundational documents—the Solution Design Workbook (SDW) and the Scope of Work (SOW)—which will serve as the blueprint for success, documenting regulations, operational processes, integrations, and data migration requirements while ensuring mutual agreement on deliverables. Post contract execution the implementation begins with a kickoff call, where stakeholders align on goals, timelines, and responsibilities.

Throughout the project lifecycle, a dedicated Project Manager and Implementation Consultant oversee configuration, integration, and testing, maintaining weekly communications and managing progress through SmartSheets for full transparency and accountability. The City's assigned Client Success Executive provides strategic oversight to ensure milestones are achieved and that the system aligns with agreed specifications, while Passport's Support Services stand ready to address issues and maintain continuity. This structured, collaborative approach—anchored by rigorous testing, milestone approvals, and proactive communication—ensures City achieves a smooth transition, operational readiness on day one, and long-term program success under Passport's ongoing partnership.

Implementation Phases

Passport has defined the critical phases, milestones, deliverables, and corresponding responsibilities across the implementation stages in the table below. This structured framework provides clarity, accountability, and alignment for all parties involved, ensuring a disciplined and transparent approach to project execution.

*If Applicable

PHASES	KEY MILESTONES	PARTIES INVOLVED	DELIVERABLES
Pre-Implementation			
Discovery	• Complete SOW • Complete SDW • Validate milestones and deliverables	• Client • Solutions Engineering • Sales	• SOW • SDW
Implementation			
Project Kick Off	• Kick-Off Meeting • Review of solution • Project timeline created	• Client • Project Manager • Implementation Consultant • Client Success	• Project Plan • Weekly meeting scheduled
System Configuration	• Build-out of the City's environment • Creation of Customer Portal • Merchant Processing Configuration	• Client • Project Manager • Implementation Consultant	• Payment Portals • Merchant Processing Application* • NLETS form* • Letter templates
Hardware Order & Deliver	• Ordering of hardware • Approval of custom citation template*	• Client • Project Manager	• Citation paper • Bluetooth printers • Issuance handhelds*
Testing & Training	• Testing of the City's environment • Training	• Client • Project Manager • Implementation Consultant	• How-to Guides • Recorded training sessions
Product Approval & Launch	• Signing of System Setup Approval Form • Hand-off to Client Success & Support Services	• Client • Project Manager • Client Success	• System Setup Approval Form • Hand-Off meeting
Post-Implementation			
Post-Launch	• Quarterly reviews to ensure City satisfaction • Ongoing change management reviews and updates • New software release updates deployed to the City at no additional cost	• Client • Client Success	• Action plans • Release notes • Standard upgrades

Implementation Phase Breakdown

The implementation comprises six phases: **project kick off, system configuration**, **hardware order & deliver, testing and training**, and **launch.**

Project Kick Off

The project begins with the Project Manager and Implementation Consultant reviewing the documents built out by Passport's Solutions Engineering experts. The project team will meet with the City to establish timelines and set a regular meeting cadence to kick the project off. At kick off the Project Manager will also request any additional financial documentation needed before the configuration can begin.

Key Milestones:

- SDW and SOW review
- Regular meeting cadence set
- Financial documents (W-9, Tax Exempt, ACH)

System Configuration

The Client Implementations team will use the aforementioned SDW and SOW to begin configuring the City's environment within Passport's portal. During this phase, both parties will need to communicate constantly to ensure the Project Manager and implementation Consultant have all the information necessary to best configure the solution for the City's needs.

Key Milestones:

- Setup Merchant Processing based on provided credentials
- Configure Operator settings and privileges
- Configure all violation and permit types/zones/users
- Set up Integrations based on SDW & SOW

Hardware Order & Delivery

The Project Manager will work with the City to ensure that all issuance handhelds, Bluetooth printers and citation paper are ordered and configured for the City.

Key Milestones:

- Approval of custom citation paper template
- Delivery of hardware

Testing & Training

Passport is committed to testing its parking management solution completely prior to launch. Once approved, the test program will be produced as an actual testing log so that results can be tracked with the tester's name, results, and any required follow-up. In addition, Passport will keep a detailed exceptions log to manage all open issues.

The City can review a clear path through testing, issue identification, and resolution at the end of the process. This is a practical, achievable proposal for testing that will document that the testing process was valid and complete and that the system is ready for launch.

Key Milestones:

- The City and Passport perform testing of the City's environment
- Remote training is held between the City and the Project Manager via video and/or audio conference

Launch

During launch, the Project Manager will move the City's environment from a non-production to a production environment and initiate the hand-off to Client Success. Passport will not launch its solution without the written approval of the City, which comes as the System Setup Approval Form.

Key Milestones

- Signing of System Setup Approval Form via DocuSign
- Official Hand-Off Meeting to Client Success and Support Services

Comprehensive Implementation Schedule

In addition to the illustrative timeline, Passport has prepared a comprehensive implementation schedule that details tasks by phase, outlines roles, and defines timelines for successful delivery. Clearly defining responsibilities between Passport and City establishes structure, ensures accountability, and drives alignment across all phases of the project.

Please note that the activities outlined in this table occur concurrently and are not interdependent; the duration reflects the time required to complete each individual task.

**The custom project plan provided is subject to adjustment as needed.*

OWNER	TASK NAME	DURATION (DAYS)
Phase 1: Passport Kickoff - Week 1		
Passport	Project Documentation Review	3d
Both	Initial Introductions and Project Kick-Off	2d
Both	Establish Weekly Sync	1d
Phase 2A: System Configuration & Testing - Weeks 2-6		
Enforcement & Mobile Pay Configuration		
Passport	Configure Violation Types/Escalations	7d
Passport	Configure Appeal Settings /Common Responses	7d
Passport	Configure Scofflaw	7d
Client	Approve Subdomain for Customer Portal	5d
Passport	Customer Portal Creation (For Citation Payments)	7d
Client	Review and Approve Customer Portal	7d
Passport	Configure Printer Settings	7d
Passport	Configure Issuance Fields	7d
Passport	Configure In-Field Notifications (permit monitoring, scofflaw, void permissions, etc.)	7d
Passport	Configure Common Notes	7d
Passport	Configure Digital Chalking TimeFrames and Settings	7d
Both	Review Test Print Citation/Confirm Issuance Settings	7d
Internal/External Configuration Testing		
Passport	Passport to Perform Internal Testing	7d
Client	Client to Perform External Testing	14d
Client	Configuration Approval	1d
Integrations		
DMV Integration		
Passport	Identify Provider and Confirm Requirements for Integration	1d
Both	Initiate Contact with Provider/Request or Provide Credentials	7d
Both	Receive/Provide Necessary Integration Credentials	14d
Passport	Configure Integration	30d

OWNER	TASK NAME	DURATION (DAYS)
Both	Perform Internal/External Testing	
Client	Initial Approval	1d
Registered Owner Lookups & Letters		
Both	Obtain NLETS Signed Authorization Letter	5d
Client	Provide Copy of all Current Letters	7d
Passport	Create template draft	14d
Client	Approve Letter Template	7d
Client	Configure Letter & Lookup Settings	2d
Phase 2B: Hardware Order & Delivery - Weeks 3-8		
Citation Paper		
Client	Provide Copy of Current Issued Citation	2d
Client	Provide Exact Verbiage to be Printed on Ticket	7d
Both	Confirm Ticket Layout/Design (if custom)	3d
Passport	Generate Proof	1d
Client	Approve/Sign Final Ticket Template Proof (if custom)	14d
Client	Approve Paper Quantity for Order	1d
Passport	Order & Ship Paper to Client	1d
Issuance Devices		
Passport	Login/Ordering Information Material Sent	1d
Client	Confirm Login and that Printers have been Ordered/Shipped	14d
Client	Print Test Citations with Devices and Printers	14d
Phase 3: Training & Launch - Weeks 6-8		
Training		
Passport	Schedule Client Training	2d
Passport	Officer Issuance Training	7d
Passport	Back Office Training	7d
Passport	User Interface Training (Enforcement)	2d
Passport	User Interface Training (Mobile Pay)	2d
Launch		

OWNER	TASK NAME	DURATION (DAYS)
Client	Client Approves Product Launch	3d
Both	Client Launches Mobile Pay and Enforcement with Passport	1d

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7. Cost Proposal

Passport Pricing

Date: 08/06/2026
Term: 5-year contract
Prepared by: Kelly Minke

Passport's pricing assumes the purchase of all listed products, services, and platform integrations. The pricing and proposal details below are based upon the project's scope as Passport understands it under a 5-year contract duration. Proposed pricing is reflected as tax-exempt, with the understanding that the City can provide tax-exempt documentation prior to implementation. Should the scope of the project change, Passport reserves the right to update its pricing accordingly.

IMPLEMENTATION SERVICES	
SERVICE	**COST**
Project Implementation *Platform setup, project management & training*	$3,000.00

PASSPORT MOBILE PAYMENTS FOR PARKING		
PRODUCT / SERVICE	**PAID BY CITY**	**PAID BY PARKER**
Mobile Pay Convenience Fee *Assessed per transaction; may be waived, tiered, or adjusted per contract terms.*	$0.00	$0.45

PASSPORT ENFORCEMENT & CITATION MANAGEMENT		
PRODUCT / SERVICE	**PAID BY CITY**	**PAID BY VIOLATOR**
Software Licensing Fee (Annual) *Enforcement & Citation Management (Can be billed annually or monthly)*	$12,000.00	N/A

PASSPORT ENFORCEMENT & CITATION MANAGEMENT		
PRODUCT / SERVICE	**PAID BY CITY**	**PAID BY VIOLATOR**
Per Ticket Paid *Fee per citation paid (any channel)*	$0.00	$3.95
Registered Owner Lookups *Via DMV and/or NLETS*	Included	N/A
Delinquent Notices Sent *Optional*	$1.00 + postage	$0.00
1 Carton of Blank Citation Paper *36 rolls ≈ 2,340 citations — weather & tear-resistant (Single sided, black & white only)*	$175.00	N/A
1 Carton of Custom Citation Paper *36 rolls ≈ 2,340 citations — weather & tear-resistant*	$1,499.00	N/A
Mobile Citation Hardware — One-Time (Each) × 1 *Zebra handheld + printer. The City will be responsible for providing & maintaining data connectivity for their devices through their preferred local service provider*	$1,950.00	N/A

**Applies to parking sessions and online citation payments.*

PASSPORT PAYMENT SERVICES*		
PRODUCT / SERVICE	**PAID BY CITY**	**PAID BY PARKER**
Parking Merchant Processing	2.9% + $0.30	$0.00
Enforcement Merchant Processing	2.9% + $0.30	$0.00
Card Present Processing at Pay Stations	2.9% + $0.30	$0.00
Gateway (per transaction)	$0.05	$0.00

NOTES

As part of our cost proposal, Passport has included Merchant of Record services for credit/debit card processing. While this is not a required component of our solution, we recommend it as it allows all parking transaction and payment data, across pay stations, kiosks, meters, citations, and mobile payments, to reconcile within a single, unified reporting system. This eliminates the need to reconcile data across multiple third-party processors and often results in cost savings on transaction fees due to Passport's negotiated rates with major credit card networks. The City is welcome to use its own merchant account and bank instead, should that be preferred.***This proposal is valid for 180 days from 08/19/2026.***

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Line Item	Purchase Cost	Lease Cost	Ongoing / Annual Cost	Notes
Pay stations / kiosks	$49,800 (6 units)	$12,450 (6 units, down payment)	$9,504.00 (6 units, annual lease)	5-year lease term
Parking meters	$11,050 (1 unit)	$2,763 (1 unit, down payment)	$2,112 (1 unit, annual lease)	5-year lease term
Signage	N/A	N/A	N/A	N/A
Software / Licensing (annual)	N/A	N/A	$12,000 annual licensing fee (may be billed monthly)	Passport Enforcement & Citation Management Software
Software/Licensing (TPS kiosks/pay stations)	N/A	N/A	$840.00 (per year, per unit)	WebOffice Central Management
Installation & integration (pay stations/kiosks)	$550.00 per unit	N/A	N/A	Excludes concrete work
Implementation Fee (Passport)	$3,000	N/A	N/A	One-time fee
Maintenance & support (TPS kiosks/pay stations)	N/A	N/A	$480.00 per unit, per year	All parts & shipping included

TPS Pricing

All pricing shown below remains fixed for 180 days or until contract award (whichever comes first).

Item	# of units	Purchase Price	Lease Price
Flowbird CWT S4 kiosk / meter equipment (Auburn Rd on-street meters) – do not accept coins and bills	6	$8,300 per unit	$2,075 required at the start of contract (25% down payment) Plus $1,584 per year for a 5-year lease term
Flowbird CWT S4 kiosk / meter equipment (Primary Street Parking Lot) – accepts coins and bills	1	$11,050 per unit	$2,763 required at the start of contract (25% down payment) Plus $2,112 per year for a 5-year lease term
Installation and programming (excludes concrete work — City responsibility)	7	$550 per unit	N/A
WebOffice Central Management System	7	$840 per year, per unit	N/A
Service & Maintenance (Option 1: Parts contract) – all parts and shipping included	7	$480 per year, per unit	N/A
Service & Maintenance (Option 2: Time and Materials) – parts priced based on pricing at time of repair, labor is charged at $150 per hour	N/A	N/A	N/A

Note: Lease pricing applies to equipment only. Installation, WebOffice CMS, Service & Maintenance are quoted as purchase/service pricing regardless of whether equipment is purchased or leased.

8. Revenue-Sharing Options

Passport prefers not to offer revenue-sharing arrangements on municipal engagements of this type. Instead, the City's return comes directly through the paid parking program itself: Passport's Downtown Paid Parking solution is priced through a transparent combination of transaction-based fees, software licensing, and hardware costs (as detailed in Section 7 above), while the platform is designed to help Auburn Hills generate new parking revenue and drive efficiencies in enforcement, increasing net revenue capture without the unpredictability of a shared-revenue model. This approach reflects a few core principles:

- **Revenue growth through the paid parking program --** Rather than sharing in City revenue, Passport helps the City grow it. Our platform is built to maximize compliance and payment capture across the Primary Street lot and Auburn Road on-street parking, while real-time enforcement tools and data-driven officer routing reduce missed violations and increase overall collections.
- **Predictable, budgetable costs** -- A subscription and per-transaction pricing model gives the City clear, forecastable costs, so the revenue generated by the paid parking program flows to the City rather than fluctuating against a variable share arrangement tied to seasonality, weather, or parking demand.
- **Aligned incentives** -- A revenue-share structure can create the appearance (even if unintended) that a vendor benefits from higher citation volumes or enforcement activity. Passport's flat licensing and transaction-fee model keeps our incentives focused on system reliability, uptime, and adoption, supporting the City's enforcement efficiency goals without incentivizing volume for its own sake.
- **Consistent service levels** -- Passport applies a standard commercial model across our municipal client base, allowing us to maintain dedicated support resources, uptime commitments, and ongoing platform investment that directly support the City's revenue and efficiency goals, independent of period-to-period fluctuations.

In direct response to Addendum #2's question regarding Cost Plus Fee versus Revenue Share models, the itemized pricing structure detailed in proposal section 7. Cost Proposal, combining transaction-based fees, software licensing, and hardware costs, represents Passport's Cost Plus Fee approach to this engagement.

9. Maintenance and Support Plan

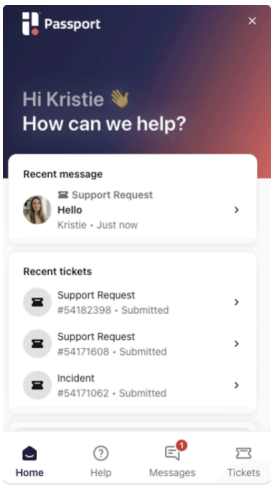
Passport's and TPS's maintenance and support commitments are detailed in proposal section 2.5 Operations & Maintenance, including Passport's software update cadence and product support channels, and TPS's two service and maintenance options for the kiosk and meter equipment.

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10. Customer Support Plan

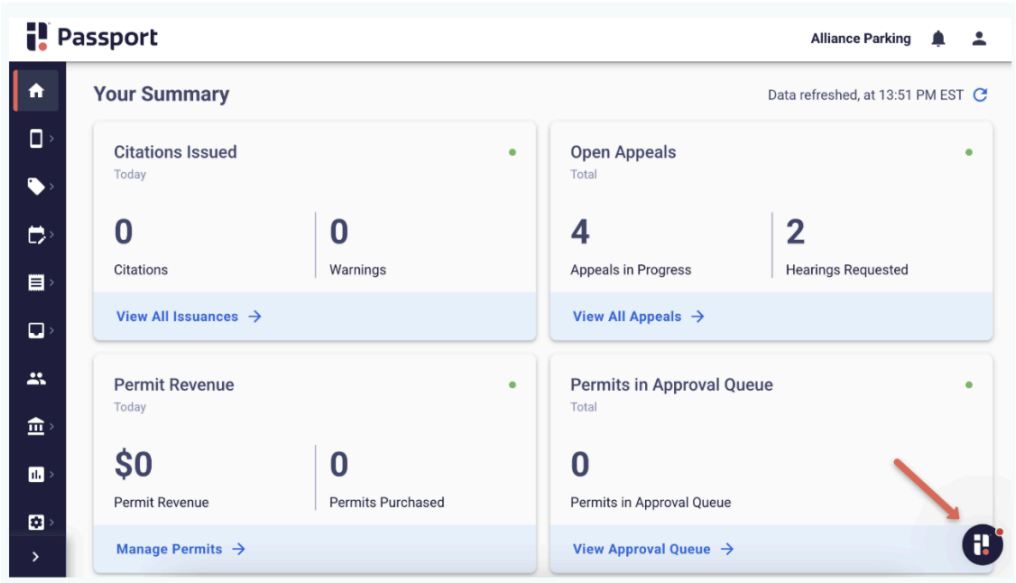
Passport's Customer Support Platform for Auburn Hills

Passport's Customer Support Platform is a fully integrated support experience built directly into Passport Portal, providing a centralized, efficient way for clients to access help without leaving the platform. The tool eliminates the need for separate support portals or lengthy email threads by combining self-service resources, support requests, and ticket tracking in one place.



Accessible from the **Messenger icon** in the lower-right corner of the Portal, users can search the built-in Help Center for knowledge articles, start new support requests, and view open or resolved conversations. The Help Center enables immediate, self-service access to step-by-step guidance and troubleshooting, allowing many questions to be resolved quickly without waiting for support staff.

Below is an example of where you can find the **Messenger icon**:



Messenger Icon & Chat Feature

When a request is submitted, users are guided through a conversational, chat-style flow that collects relevant details and context, reducing back-and-forth and accelerating issue resolution. Requests that require assistance from Passport's Support team are automatically converted into tickets, which

can be tracked in real time within the Messenger. All communication related to a ticket remains centralized, with email notifications alerting users to updates.

Support Messenger Chat

Support access is managed through role-based permissions, ensuring appropriate control and security. Overall, the Support Messenger enhances transparency, responsiveness, and ease of use while improving the support experience for municipal staff.

Client Success

The City will be assigned a dedicated Client Success Representative (CSR) who will serve as a consistent point of contact throughout the implementation process and for the entire duration of the contract. Passport's Client Success department is specifically designed to support and strengthen long-term partnerships by providing proactive guidance, ongoing strategic support, and responsive day-to-day assistance.

During implementation and beyond, the CSR will collaborate hand in hand with the City to develop a comprehensive understanding of its goals, priorities, and initiatives related to its paid parking solution. Leveraging extensive industry expertise and proven support experience, the CSR will analyze aggregated system data, identify emerging trends, and deliver actionable insights on system performance. This ongoing partnership will allow Passport to provide informed recommendations and adjustments to help the City continuously meet and exceed its established objectives.

TPS' Customer Support Plan for Auburn Hills

TPS provides Auburn Hills staff with a dedicated customer support email address and phone line, giving City staff a direct channel for both day-to-day questions and technical issues. This line covers back-office and reporting questions, hardware issues, machine troubleshooting, and programming requests, so staff have a single point of contact regardless of the type of issue. Support is available Monday through Friday, 8am to 5pm, at no additional charge, with requests outside these hours billed at $150 per hour. For details on TPS's remote troubleshooting and programming support specifically, see Section 2.5, Operations & Maintenance.

11. Examples of Past Projects

Passport has partnered with TPS to deploy pay station and kiosk hardware across a range of municipalities, providing cities of varying sizes with reliable, easy-to-use payment infrastructure paired with Passport's software platform. Below are three representative examples of this partnership in action.

City of Benton Harbor, MI

Passport, in partnership with TPS, deployed 3 pay stations to support the City of Benton Harbor's paid parking program. This smaller-scale deployment demonstrates Passport's ability to right-size a solution for compact downtown districts, pairing a reliable payment experience with centralized, remote management.

Contact Name & Title: Michael Clark, Deputy Director of Public Safety
Contact Phone: (269) 927-8428
Contact Email: mclark@bhcity.us
Address: 200 E Wall St., Benton Harbor, MI 49022

City of Oak Park, IL

Passport and TPS partnered to deploy 127 pay stations across the City of Oak Park, representing one of the larger-scale kiosk rollouts in our midwest portfolio. This project showcases Passport's ability to manage complex, high-volume deployments while maintaining consistent equipment performance, uptime, and centralized data visibility across a large network of devices.

Contact Name & Title: Jill Velan, Director of Parking & Mobility Services
Contact Phone: (708) 358-5752
Contact Email: jvelan@oak-park.us
Address: 123 Madison St., Oak Park, IL 60302

City of Highland Park, IL

Passport, alongside TPS, installed 7 pay stations for the City of Highland Park, supporting the City's paid parking operations with dependable hardware and an integrated software experience. This project reflects Passport's flexibility in tailoring deployment size to each municipality's specific footprint and parking needs.

Contact Name & Title: Erin Jason, Assistant City Manager
Contact Phone: (847) 926-1004
Contact Email: ejason@cityhpil.com
Address: 1707 St. Johns Ave., Highland Park, IL 60035

Across each of these projects, Passport and TPS worked collaboratively with City staff from installation through go-live, providing training, ongoing maintenance, and technical support, the same standard of partnership Passport is prepared to bring to the City of Auburn Hills' Downtown Paid Parking program.

12. Professional References

Passport References

To demonstrate our proven experience and ability to deliver high-quality parking management solutions, Passport is pleased to provide the following references. Each reflects a successful engagement with a client of comparable scope and complexity. These references highlight our capabilities in implementing paid parking and enforcement in municipal environments. Full contact details are provided to facilitate direct verification.

REFERENCE NO. 1	
City of Evanston, IL	**Contact Name & Title:** Michael Rivera, Interim Director of Administrative Services **Contact Phone:** 847-859-7804 **Contact Email:** michaelrivera@cityofevanston.org **Address:** 909 Davis St., Evanston, IL 60201
	Years Serviced: 12 years
	Description of Services: We provide mobile pay, citation management, card present, permitting, and payments.

REFERENCE NO. 2	
City of Waukesha, WI	**Contact Name & Title:** Michele Grosenick, Parking Enforcement Supervisor **Contact Phone:** 262-832-3128 **Contact Email:**mgrosenick@waukesha-wi.gov **Address:** 201 Delafield Street, Waukesha, WI 53188
	Years Serviced: 9 Years
	Description of Services: We provide mobile pay, citation management, card present, merchant of record, and permits.

REFERENCE NO. 3	
City of Benton Harbor, MI	**Contact Name & Title:** Michael Clark, Deputy Director of Public Safety **Contact Phone:** (269) 927-8428 **Contact Email:** mclark@bhcity.us **Address:** 200 E Wall St., Benton Harbor, MI 49022
	Years Serviced: 6 Years
	Description of Services: We offer mobile pay, citation management, merchant of record, and card present

TPS References

TPS works with over 100 municipalities across 6 states, you can see our full list at totalparking.net and we would happily put you in touch with any of our customers.

Three municipal parking references have been selected which are most relevant here. Due to the distance of these customers from our Downers Grove headquarters, these customers received installation and training, and then ongoing remote phone support (as proposed to Auburn Hills).

- **City of Wisconsin Dells, WI** – Daniel Delmore (ddelmore@wdpd.com / 608-253-1611) – remote support provided for 35 parking kiosks (with a parts agreement). TPS has worked with the Wisconsin Dells since 2020
- **City of Stillwater, MN** - Ben Gutknecht (bgutknecht@stillwatermn.gov / 651-430-8818) - remote support provided for 9 parking kiosks (with parts provided as required). TPS has worked with Stillwater since 2010
- **City of Ludington, MI** – Andy Larr (alarr@ci.ludington.mi.us / 231-843-2873) – installation of 2 parking kiosks completed in May 2026, with on-site training, and ongoing remote support

Remainder of the page left intentionally blank.

13. Data Ownership & Access

Data ownership is determined by the type of information involved. Please see below for explanation and ownership details:

- **Operational Data --** data specific to the City's operation that is provided by City to Passport to be used in the providing of services. Operational data is specific to the City's operation, which is not available to Passport publicly or by other means. Operational data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, relevant details of partner agreements. In each case, operational data may refer to past, present, or future states of such items. Operational data is the sole and exclusive property of the City. The City grants Passport a perpetual, irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferable license to operational data, provided that, Passport may assign or transfer such license to a successor in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction.
- **Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") --** consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. Passport must secure such data in accordance with PCI-DSS. As such, Passport may not grant the City derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to the City.
- **Personal identifiable information ("PII") --** any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number or other identifying number or code, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals. Information permitting the physical or online contacting of a specific individual (e.g., IP address) is also personally identifiable information. End users of Passport's Software own PII and license it to Passport pursuant to Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion. Passport may sublicense PII to the City under certain conditions (including but not limited to the City's compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.
- **Activity data --** any data generated in the providing of services under this agreement by Passport to the City and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service

performance data, and support data. Data that is derived from Activity data is also Activity data. Activity data is the sole and exclusive property of Passport. Passport grants the City an irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferable license to Activity data.

All parking, enforcement, and payment data will be accessible to the City in real time through Passport's portal. Access to certain data can be set with access rights depending on the employee's title. Upon termination of the contract for any reason, the City will extract historical data as it relates to the future of City's parking management. Once the City has exported all necessary data, Passport will have all data purged from the system.

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14. Insurance Compliance Acknowledgment

Passport Insurance Compliance

Passport has reviewed the insurance requirements set forth in this Request for Proposal and confirms that it maintains, or will procure prior to contract execution, insurance coverage meeting or exceeding each of the following minimums:

General Liability of $1,000,000 per occurrence and $2,000,000 general and products-completed operations aggregate, with $2,000,000 personal injury aggregate, written on an occurrence form; Automobile Liability of $1,000,000 combined single limit, including Michigan No-Fault PIP/PPI statutory coverage; Commercial Umbrella (Excess) Liability of $4,000,000; Owner's and Proposer's Protective Liability of $2,000,000 per occurrence and $4,000,000 aggregate, where applicable; Michigan Workers' Compensation and Employers' Liability at statutory limits, including $500,000 each accident, $500,000 disease-each employee, and $500,000 disease-policy limit; Professional Liability of $1,000,000, where applicable; Cyber Liability of $1,000,000, including $1,000,000 third-party coverage, where applicable; and Employee Dishonesty coverage of $1,000,000, including third-party endorsement.

Passport will name the City of Auburn Hills, including its elected and appointed officials, employees, volunteers, boards, commissions, and authorities, as additional insured on all applicable policies, with such coverage primary and noncontributory to any insurance maintained by the City. Passport will provide thirty (30) days' advance written notice of cancellation, non-renewal, reduction, or material change in coverage, and will submit updated certificates annually prior to policy expiration for the duration of the contract.

In accordance with the above, the applicable Certificates of Insurance (ACORD form or equivalent), evidencing the coverage described herein, are provided immediately following this statement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NFP Prop & Casualty Serv Inc.
1901 Roxborough Road
Suite 300
Charlotte NC 28211

CONTACT NAME: Priscillia Rodriguez
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: priscillia.rodriguez@nfp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Endurance American Specialty Insurance Company	41718
INSURER D : Beazley Excess and Surplus Insurance Inc.	17520
INSURER E :	
INSURER F :	

INSURED PASSLAB-01
Passport Labs, Inc.
5960 Fairview Rd. Suite 250
Charlotte NC 28210

COVERAGES **CERTIFICATE NUMBER:** 1796655017 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		ZLP-16P92474-25-I5	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG General Aggregate	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		BA-A0452835-25-I5-G	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y		CUP-A0797407-25-I5	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE $	$ 12,000,000 $ 12,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C D	CYBER Liability/E&O Excess Cyber Liability			CTO30098142700 D3AB4F250101	10/1/2025 10/1/2025	10/1/2026 10/1/2026	AGGREGATE AGGREGATE	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
It is understood and agreed that the following shall be additional insured with respect to the General Liability, Auto Liability, and Umbrella Liability: The City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers, and the coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured, when required by written contract. A 30-Day notice of cancellation also applies when required by written contract to the General Liability, Auto Liability, and Umbrella Liability.

CERTIFICATE HOLDER
City of Auburn Hills
1827 North Squirrel Road
Auburn Hills MI 48326

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2026

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Hampshire Insurance Co.	23841
INSURED	INSURER B :	
ADP TotalSource FL XVI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Passport Labs, Inc. 5960 Fairview Road, Ste 250 Charlotte, NC 28210	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 051676650 NC	07/01/2026	07/01/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Passport Labs, Inc. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum.

CERTIFICATE HOLDER	CANCELLATION
City of Auburn Hills 1827 North Squirrel Road Auburn Hills, MI 48326	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jo Phillips

ACORD 25 (2016/03)

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TPS Insurance Compliance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Oberle Risk Strategies, LLC 8820 Ladue Rd, Suite #302 Saint Louis MO 63124	PHONE (A/C, No, Ext): 636-391-0700	FAX (A/C, No):
	E-MAIL ADDRESS: AccountSpecialists@oberle-risk.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Co of Amer	25674
INSURED TOTAPAR-01 Total Parking Solutions, LLC 2721 Curtiss St. Downers Grove IL 60515	INSURER B : The St. Paul Insurance Company	30481
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 399052238 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			Y-630-C452090A-TIL-26	2/4/2026	12/23/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA-C4521182-26-43-G	2/4/2026	12/23/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP-C4521422-26-43	2/4/2026	12/23/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Auburn Hills, all elected and appointed officials, employees, volunteers, boards, commissions, authorities (including the Tax Increment Finance Authority, Brownfield Redevelopment Authority, and Downtown Development Authority), and their officers, employees, representatives, and volunteers are included as Additional Insured with regards to the General Liability on a primary, noncontributory basis where required by written contract.

CERTIFICATE HOLDER

City of Auburn Hills
1827 North Squirrel Road
Auburn Hills MI 48326

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Justworks Customer Success
Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	PHONE (A/C, No, Ext): (888) 534-1711 FAX (A/C, No): E-MAIL ADDRESS: support@justworks.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : American Zurich Insurance Company — 40142
INSURED Justworks Employment Group LLC Alt. Emp: TOTAL PARKING SOLUTIONS, LLC PO Box 7119 Church Street Station New York, NY 10008-7119	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 26NY0171323806 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 00-94-236-10	06/01/2026	06/01/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2026	06/01/2027	**Client#** 210580-IL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
TOTAL PARKING SOLUTIONS, LLC
2721 Curtiss St
Downers Grove, IL 60515

CERTIFICATE HOLDER	CANCELLATION
City of Auburn Hills 1827 North Squirrel Road Auburn Hills, MI 48326	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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TIFA
AUBURN HILLS

TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Andrew Hagge, Assistant to the City Manager, TIFA Executive Director

DATE: November 6, 2026

SUBJECT: Parking Space Lease Agreement Extension – Auburn Square

INTRODUCTION AND HISTORY

This is a request to extend the existing Parking Space Lease Agreement with Auburn Square (Auburn Hills Housing, LLC). Going back more than a decade, the Auburn Square apartment building and the downtown Auburn Hills parking structure were built as companion pieces. Each floor of the apartment building has direct access to each floor of the parking structure and vice versa. Furthermore, Auburn Square is responsible for some ongoing maintenance within the Auburn Hills parking structure, like the maintenance of parking structure elevators for example.

The current parking space lease agreement between the TIFA and Auburn Square apartments (for 103 spaces) is set to expire on December 31, 2026. Largely, the agreement between the two parties will remain the same. The biggest difference would be the lease amount, or the rental rate per spot.

Lease Schedule:
The amounts below state the applicable per-parking-space, per-month rent for each calendar year of the term:

a. January 1, 2027 - Thirty-Five Dollars ($35.00)
b. January 1, 2028 - Thirty-Five Dollars ($35.00)
c. January 1, 2029 - Thirty-Five Dollars ($35.00)
d. January 1, 2030 - Thirty-Seven Dollars and Fifty Cents ($37.50)
e. January 1, 2031 - Thirty-Seven Dollars and Fifty Cents ($37.50)
f. January 1, 2032 - Thirty-Seven Dollars and Fifty Cents ($37.50)
g. January 1, 2033 - Thirty-Seven Dollars and Fifty Cents ($37.50)
h. January 1, 2034 - Thirty-Seven Dollars and Fifty Cents ($37.50)
i. January 1, 2035 - Forty Dollars ($40.00)
j. January 1, 2036 - Forty Dollars ($40.00)
k. January 1, 2037 - Forty Dollars ($40.00)
l. January 1, 2038 - Forty Dollars ($40.00)
m. January 1, 2039 - Forty Dollars ($40.00)

Additionally, the TIFA has a parking space lease agreement with The Webster development for 100 spaces that was agreed to in 2022. The above rates match the already agreed-upon rates between the TIFA and The Webster. This will help to create consistency between the two downtown developments and the parking structure. From years 2027 – 2029, the rental rates will bring in $43,260 annually. From years 2030 – 2034, the rental rates will bring in $46,350 annually. And, from 2034 – 2039, the above rental rates will bring in $49,440 annually.

The proposed contract terms would provide an extension to the agreement beginning on January 1, 2027, and would expire on December 31, 2039.

The attached, drafted parking space lease agreement has been reviewed and approved by the City of Auburn Hills legal team. Additionally, the proposed agreement extension has been agreed to in principle by the owner and developer of Auburn Square apartments. The next, remaining steps would be for the TIFA Board of Directors to approve the drafted agreement extension and provide authorization to the TIFA Executive Director to fully execute the agreement.

STAFF RECOMMENDATION

Staff recommends approval of the attached parking space lease agreement with Auburn Hills Housing, LLC. It is important to note that the term of this Parking Space Lease Agreement will go beyond the TIFA's sunset and, therefore, will require approval by the Auburn Hills City Council.

An appropriate motion is:

Move to approve the Parking Space Lease Agreement Extension between the Auburn Hills Tax Increment Finance Authority and Auburn Hills Housing, LLC, upon final review and approval by the City Attorney and authorize the Executive Director to sign the final agreement. Furthermore, recommend approval of the Parking Space Lease Agreement Extension to the Auburn Hills City Council.

PARKING SPACE LEASE AGREEMENT

This Parking Space Lease Agreement ("Agreement") is made this ___ day of_____, 2026 by and between the Auburn Hills Tax Increment Finance Authority, a public body corporate under the Recodified Tax Increment Financing Act, PA 57 of 2018, Part 3, MCL 125.4301 et seq., whose address is 1827 N. Squirrel Road, Auburn Hills, Michigan 48326, (herein referred to as the "Lessor" or "TIFA"), and Auburn Hills Housing, LLC, a Michigan Limited Liability Company whose address is 1575 Watertower Place, East Lansing, Michigan 48823, (herein referred to as the "Lessee"). Lessor does hereby agree to lease to Lessee parking spaces located at 3381 Primary Street Parking Garage, Auburn Hills, Michigan, such parking spaces being further described herein as Exhibit A at the aforementioned location. Lessor and Lessee are sometimes hereinafter referred to collectively as the "Parties" or each as "Party."

RECITALS

WHEREAS, The Lessor owns the parking structure located at 3381 Primary Street, Auburn Hills, Michigan 48326 (the "Structure"); and

WHEREAS, The Lessee is the owner of Auburn Square Apartments located at 3386 Auburn Road, Auburn Hills, Michigan 48326; and

WHEREAS, The Lessee desires to lease from the Lessor, and the Lessor desires to lease to Lessee, that portion of the Structure described in Section 1, below, for the Permitted Use described in Section 2, below;

NOW, THEREFORE, in consideration of the mutual premises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Effective Date; Term:** This Agreement shall be effective upon execution by the Parties (the "Effective Date"); however, Lessee's right to use the leased parking spaces shall commence on January 1, 2027 (the "Commencement Date"). The Lessor hereby leases to the Lessee one-hundred and three (103) parking spaces at 3381 Primary Street Parking Garage that are depicted on and have the designated space numbers as set forth in Exhibit A. Unless earlier terminated pursuant to this Agreement, the term shall commence on the Commencement Date and expire on December 31, 2039.

2. **Permitted Use**: Lessee shall use the leased parking spaces solely for the parking of passenger vehicles by Lessee, Lessee's tenants, residents of Auburn Square Apartments, and their authorized guests and invitees. Lessee shall not use, or permit the use of, the leased parking spaces for vehicle storage, commercial parking operations, repair or maintenance of vehicles, storage of personal property, hazardous materials, or any use other than ordinary passenger-vehicle parking. Lessee's rights under this Agreement are subject to all reasonable rules and regulations adopted by Lessor or otherwise applicable to the Structure for the operation, maintenance, safety, and use of the Structure.

3. **Rent:** The Lessee agrees to pay rent ("Rent") to the Lessor in accordance with the Rent Schedule set forth in Section 4 below for all one-hundred and three (103) spaces leased under this Agreement. Lessor shall invoice Lessee once per calendar year, and Rent shall be due and payable within thirty (30) days after the date of Lessor's invoice, unless otherwise stated in the invoice. The one (1) invoice shall cover the annual rent costs for all one-hundred and three (103) spaces for the entire calendar year. Failure to timely pay Rent when due shall constitute a material breach of this Agreement if not cured within ten (10) days after written notice from Lessor. In addition to any other rights or remedies available under this Agreement or applicable law, Lessor may recover from Lessee all reasonable costs of collection, including reasonable attorneys' fees, incurred because of Lessee's failure to timely pay Rent. Any Rent paid in advance for the time period which includes the actual termination of this Agreement shall be pro-rated on a per day basis.

4. **Rent Schedule:** The Rent payable by Lessee for each parking space leased under this Agreement shall be as follows. The amounts below state the applicable per-parking-space, per-month Rent for each calendar year of the Term:

    a. January 1, 2027 - Thirty-Five Dollars ($35.00)
    b. January 1, 2028 - Thirty-Five Dollars ($35.00)
    c. January 1, 2029 - Thirty-Five Dollars ($35.00)
    d. January 1, 2030 - Thirty-Seven Dollars and Fifty Cents ($37.50)
    e. January 1, 2031 - Thirty-Seven Dollars and Fifty Cents ($37.50)
    f. January 1, 2032 - Thirty-Seven Dollars and Fifty Cents ($37.50)
    g. January 1, 2033 - Thirty-Seven Dollars and Fifty Cents ($37.50)
    h. January 1, 2034 - Thirty-Seven Dollars and Fifty Cents ($37.50)
    i. January 1, 2035 - Forty Dollars ($40.00)
    j. January 1, 2036 - Forty Dollars ($40.00)
    k. January 1, 2037 - Forty Dollars ($40.00)
    l. January 1, 2038 - Forty Dollars ($40.00)
    m. January 1, 2039 - Forty Dollars ($40.00)

5. **Liability; Indemnification:** The Lessor shall not be responsible for damage or loss to possessions or items left in the Lessee's vehicles. Lessor shall not be responsible for damage to Lessee's vehicles, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area. The Lessor shall in no way be liable for any personal injuries (including death) or property damage caused by or resulting from the use of the designated space numbers in Exhibit A within the Structure by the Lessee, or the Lessee's employees, agents, visitors, or contractors. The Lessee shall indemnify, defend, and save the Lessor, and its officers, employees, agents and representatives harmless from and against any and all liability, claims, damages, expenses, fees, penalties, legal proceedings, lawsuits and causes of action of every kind, including the Lessor's costs and reasonable attorneys' fees, incurred as a result of any breach by the Lessee of any covenant of this Lease, or as a result of the negligence, gross negligence, or willful misconduct of the Lessee, or the Lessee's employees, agents, visitors, tenants, or contractors; provided, however, that the obligation of the Lessee to indemnify shall not extend to the negligence,

gross negligence, or willful misconduct of the Lessor, or the Lessor's employees, agents, or representatives.

6. **Termination:** In the event of a material breach of this Agreement by either party, the non-breaching party may provide written notice of default to the breaching party, which notice shall identify the nature of the breach and shall be directed to the breaching Party at the Party's address as listed in this Agreement. If the breaching party fails to cure the breach within thirty (30) days after receipt of the notice, the non-breaching party may terminate this Agreement by written notice. Notwithstanding the foregoing, failure to timely pay Rent shall be governed by the cure period set forth in Section 3. In addition, either Party shall have the right to terminate this Agreement for any reason or no reason by providing one (1) year written notice to the other Party at the Party's address as listed in this Agreement and, in the event of termination of this Agreement, Auburn Hills Housing, LLC and its successors, tenants and invitees shall be allowed to park in the 3381 Primary Street Parking Garage in the same manner as the general public is allowed to park, subject to availability, and subject to the same terms, conditions and parking fees, if any, that the general public is subject to.

7. **Insurance:** The Lessee shall maintain at all times commercial general liability insurance insuring the Lessor and the Lessee against all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of property, that may be claimed to have occurred in or around the Structure or leased parking spaces. The policies shall cover such risks and be in such amounts as the Lessor from time to time may reasonably request, but in any event with a combined single limit for bodily injury and property damage per occurrence of not less than Two Million Dollars ($2,000,000.00). The Lessee's insurance shall be issued by an insurer licensed to do business in the State of Michigan and shall contain a waiver of subrogation endorsement. The Lessee shall deliver to the Lessor certificates of such insurance coverage and evidence of payment of all premiums promptly upon demand by the Lessor, which certificates shall show the Lessor as an additional insured and shall provide that no cancellation, reduction in amount, or material change in coverage shall be effective until at least thirty (30) days after receipt of written notice to the Lessor.

8. **Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

9. **Amendment:** This Agreement may be modified or amended only by a written instrument signed by all Parties.

10. **Waiver of Contractual Rights:** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

11. **Assignment:** Neither Party may assign or transfer this Agreement without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

12. **Compliance with Law:** Throughout the term of this Agreement, the Lessee and its tenants, at their sole cost and expense, shall comply with any and all laws, regulations and ordinances that are applicable to the designated space numbers in Exhibit A within the Structure. The Lessee shall not be required to correct any condition on or of the Structure that existed at the Effective Date and at that time represented a violation of or noncompliance with, any applicable law, regulation or ordinance by the Lessor.

13. **Entire Agreement:** This Agreement and the May 29, 2012 Development Agreement contain the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral arrangement between the Parties, except for the May 29, 2012 Development Agreement. The Parties acknowledge that the prior Parking Space Lease Agreement dated October 24, 2016 expires by its own terms on December 31, 2026. Lessee's right to use the parking spaces under this Agreement shall commence on January 1, 2027, and this Agreement shall supersede and replace the October 24, 2016 Parking Space Lease Agreement as of that date. Except as expressly stated herein, this Agreement shall not amend, supersede, or impair any continuing rights or obligations under the May 29, 2012 Development Agreement.

14. **Taxes:** All licensing fees, charges, assessments, and taxes relating to the Lessee's ownership of Auburn Square Apartments shall be paid by the Lessee.

Exhibit A

Description of Leased Space Assignments

END OF AGREEMENT, SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Parking Space Lease Agreement to be executed as of the date first above written.

WITNESSES:

_____

PRINTED:_____

_____

PRINTED:_____

LESSOR:

AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY,
Michigan public body corporate

By:_____
Andrew Hagge
Its: Executive Director

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing Parking Space Lease Agreement was acknowledged before me this _____ day of _____, 2026, on behalf of the Auburn Hills Tax Increment Finance Authority, by Andrew Hagge, in his capacity as Executive Director of the Auburn Hills Tax Increment Finance Authority.

_____
Notary Public
Oakland County, Michigan
Acting in _____ County
My Commission Expires: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

WITNESSES:

_____

PRINTED:_____

_____

PRINTED:_____

LESSEE:

Auburn Hills Housing, LLC,
A Michigan Limited Liability Company

By:_____
Steven J. Calverley
Its: Manager

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing Parking Space Lease Agreement was acknowledged before me this _____ day of _____, 2026, by Steven J. Calverley, in his capacity as Manager, of and on behalf of Auburn Hills Housing, LLC, a Michigan Limited Liability Company.

_____
Notary Public
Oakland County, Michigan
Acting in _____ County
My Commission Expires: _____

PARKING SPACE LEASE AGREEMENT

This Parking Space Lease Agreement ("Agreement") is made this 24TH day of October, 2016 by and between the Auburn Hills Tax Increment Finance Authority, a public body corporate under PA 450 of 1980, whose address is 1827 N. Squirrel Road, Auburn Hills, Michigan 48326, herein referred to as the "Lessor" or "TIFA", the City of Auburn Hills, a Michigan Municipal Corporation, whose address is 1827 N. Squirrel Road, Auburn Hills, Michigan, 48326, hereinafter referred to as the "City," and Auburn Hills Housing, LLC, a Michigan Limited Liability Company whose address is 1575 Watertower Place, East Lansing, Michigan 48823, herein referred to as the "Lessee, and the Lessor does hereby agree to lease the Lessee parking spaces located at 3381 Primary Street Parking Garage, Auburn Hills, Michigan, such parking spaces being further described herein as Exhibit A at the aforementioned location. Lessor and Lessee are sometimes hereinafter referred to collectively as the "Parties" or each as "Party."

RECITALS

WHEREAS, The Lessor owns the parking structure located at 3381 Primary Street, Auburn Hills, Michigan 48326 (the "Structure"); and

WHEREAS, The Lessee is the owner of Auburn Square Apartments located at 3386 Auburn Road, Auburn Hills, Michigan 48326; and

WHEREAS, The Lessee desires to lease from the Lessor, and the Lessor desires to lease to Lessee, that portion of the Structure described in Section 1, below, for the Permitted Use described in Section 2, below;

NOW, THEREFORE, in consideration of the mutual premises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term:** The Lessor hereby leases to the Lessee the parking spaces at 3381 Primary Street Parking Garage that are depicted on and have the designated space numbers as set forth in Exhibit A. The lease of forty-nine (49) spaces will start on October 1, 2016 and the lease of the forty-eight (48) additional spaces will begin on January 1, 2017, with the ninety-seven (97) total spaces being leased by the Lessor to the Lessee. Unless earlier terminated pursuant to this agreement, the term shall expire on December 31, 2026.

2. **Rent:** The Lessee agrees to pay $30.00 per parking space, per month, as rent ("Rent") to the Lessor or his or her agent by mail or in person to Lessor or his or her agent at their respective addresses as noted above. Lessor shall invoice Lessee twice a year: (1) The first invoice shall be for 12 months' rent for 49 spaces paid in advance (which invoice shall be due on July 1 of each year during the Term), and (2) the second invoice shall be for 12 months' rent for 48 spaces paid in advance (which invoice shall be due on January 1 of each year during the Term. Any Rent paid in advance for the time period which includes the actual termination of this Agreement shall be pro-rated on a per day basis.

3. **Rent Increases for Inflation During the Term:** Commencing on the fourth anniversary of this Lease, the amount of the Rent shall in adjusted for inflation in accordance with the below (and this calculation shall be included in both invoices sent to Lessee during the Lease year which starts with the fourth anniversary of this Lease). This inflation adjustment shall be made every fourth year for the duration of the Term.

    (i) The Rent shall be adjusted (upward only) for cost of living increases equal to the increase in accordance with the Consumer Price Index—All Urban Consumers, All Items (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics or its successor index, measured against the index value as of the later of October 2016 or the date of the last adjustment under this Section 3. In the event the Consumer Price Index—All Urban Consumers, All Items is discontinued and not replaced by a successor index or by the Bureau of Labor Statistics, the adjustments to be made hereunder shall be made based upon such comparable statistics issued by the Michigan State Tax Commission which shall carry out the intent of this Section.

4. **Liability; Indemnification:** The Lessor shall not be responsible for damage or loss to possessions or items left in the Lessees vehicles. Lessor shall not be responsible for damage to Lessee's vehicles, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area. The Lessor shall in no way be liable for any personal injuries (including death) or property damage caused by or resulting from the use of the designated space numbers in Exhibit A within the Structure by the Lessee, or the Lessee's employees, agents, visitors, or contractors. The Lessee shall indemnify, defend, and save the Lessor, and its officers, employees, agents and representatives harmless from and against any and all liability, claims, damages, expenses, fees, penalties, legal proceedings, lawsuits and causes of action of every kind, including the Lessor's costs and reasonable attorneys' fees, incurred as a result of any breach by the Lessee of any covenant of this Lease, or as a result of the negligence, gross negligence, or willful misconduct of the Lessee's, or the Lessee employees, agents, visitors, tenants, or contractors; provided, however, that the obligation of the Lessee to indemnify shall not extend to the negligence, gross negligence, or willful misconduct of the Lessor, or the Lessor's employees, agents, or representatives.

5. **Termination:** In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing 30 days written notice to the other party or such notice shall be directed to a Party at the Party's address as listed in this Agreement. In addition, either Party shall have the right to terminate this Agreement for any reason or no reason by providing one (1) year written notice to the other Party at the Party's address as listed in this Agreement and, in the event of termination of this Agreement, Auburn Hills Housing, LLC and its successors, tenants and invitees shall be allowed to park in the 3381 Primary Street Parking Garage in the same manner as the general public is allowed to park and subject to the same terms, conditions and parking fees, if any, that the general public is subject to.

6. **Insurance:** The Lessee shall maintain at all times commercial general liability insurance insuring the Lessor and the Lessee against all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of property, that may be claimed to have occurred on the Premises. The policies shall cover such risks and be in such amounts as the Lessor from time to time may reasonably request, but in any event with a combined single limit for bodily injury and property damage per occurrence of not less than Two Million Dollars ($2,000,000.00). The Lessee's insurance shall be issued by an insurer licensed to business in the State of Michigan and shall contain a waiver of subrogation endorsement. The Lessee shall deliver to the Lessor certificates of such insurance coverage and evidence of payment of all premiums promptly upon demand by the Lessor, which certificates shall show the Lessor as an additional insured and shall provide that no cancellation, reduction in amount, or material change in coverage shall be effective until at least thirty (30) days after receipt of written notice to the Lessor.

7. **Severability:** If any provision of this Agreement will be held to be invalid of unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would be come valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

8. **Amendment:** This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

9. **Waiver of Contractual Rights:** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. **Assignment:** Neither Party may assign or transfer this Agreement without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

11. **Compliance with Law:** Throughout the term of this Agreement, the Lessee and its tenants, at their sole cost and expense, shall comply with any and all laws, regulations and ordinances that are applicable to the designated space numbers in Exhibit A within the Structure. The Lessee shall not be required to correct any condition on or of the Structure that existed at the Effective Date and at that time represented a violation of or noncompliance with, any applicable law, regulation or ordinance by the Lessor.

12. **Entire Agreement:** This Agreement and the May 29, 2012 Development Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral arrangement between the Parties, except for the May 20, 2012 Development Agreement

13. **Taxes:** All licensing dues, local, state, and federal taxes relating to the Lessee's ownership of Auburn Square Apartments shall be paid by the Lessee.

Exhibit A

Description of Leased Space Assignments

Auburn Square Parking Assignment Chart

1st Floor	
102	3104
103	3103
104	3102
105	3101
106	Handicap
107	2107
108	2108
109	3105
110	2109
111	2110
112	Visitor
113	Visitor
114	Visitor
115	Visitor
116	Visitor
117	Visitor
118	Visitor
119	Visitor
120	Visitor
121	Visitor
122	Visitor
123	Visitor
124	Visitor
125	2106
126	2111
127	Visitor
128	Visitor
129	Visitor
130	Visitor
131	Visitor
132	2105
133	2104
134	2103
135	2102
136	2101
137	1108
138	1109
139	1110

2nd Floor	
201	1201
202	1204
203	1210
204	1209
205	1208
206	1202
207	1203
208	1205
209	1206
210	1207
211	2201
212	2202
213	2203
214	2206
215	2204
216	2205
217	Visitor
218	Visitor
219	Visitor
220	Visitor
221	Visitor
222	Visitor
223	Visitor
224	3203
225	3202
226	3201
227	Handicap
228	Handicap
229	2207
230	2208
231	2309
232	2209
233	2210
234	Visitor
235	2308
236	2307
237	Visitor
238	Visitor
239	Visitor
240	Visitor
241	Visitor
242	Visitor
243	Visitor
244	2302
245	2301

3rd Floor	
301	1401
302	1301
303	1404
304	1304
305	1310
306	1410
307	1409
308	1408
309	Visitor
310	1405
311	1406
312	1407
313	1402
314	1403
315	Visitor
316	Visitor
317	Visitor
318	Visitor
319	Visitor
320	Visitor
321	Visitor
322	2311
323	2410
324	2409
325	2408
326	2407
327	Handicap
328	Handicap
329	Visitor
330	2411
331	3301
332	3405
333	Visitor
334	Visitor
335	3303
336	3304
337	Visitor
338	Visitor
339	Visitor
340	Visitor
341	Visitor
342	Visitor
343	Visitor
344	2406
345	2401

4th Floor	
401	Visitor
402	Visitor
403	Visitor
404	Visitor
405	Visitor
406	Visitor
407	Visitor
408	Visitor
409	Visitor
410	Visitor
411	Visitor
412	Visitor
413	Visitor
414	Visitor
415	Visitor
416	Visitor
417	Visitor
418	Visitor
419	Visitor
420	Visitor
421	Visitor
422	Visitor
423	Visitor
424	Visitor
425	Visitor
425	Visitor
427	Visitor
428	Visitor
429	Visitor
430	Visitor
431	Visitor
432	Visitor
433	Visitor
434	Visitor
435	Visitor
436	Visitor
437	Visitor
438	Visitor
439	Visitor
440	Visitor
441	Visitor
442	Visitor
443	Visitor
444	Visitor
445	Visitor

	246	1309		346	3401		446	Visitor
	247	1308		347	2403		447	Visitor
	248	1302		348	2404		448	Visitor
	249	Visitor		349	2405		449	Visitor
	250	Visitor		350	Visitor		450	Visitor
	251	Visitor		351	Visitor		451	Visitor
	252	Visitor		352	3305		452	Visitor
	253	Visitor		353	3302			
	254	Visitor		354	3404			
	255	3205		355	3403			
	256	3204		356	3402			
	257	2211		357	2402			
	258	Visitor		358	Visitor			
	259	2310		359	Visitor			
	260	Visitor		360	Visitor			
	261	Visitor		361	Visitor			
	262	Visitor		362	Visitor			
	263	Visitor		363	Visitor			
	264	1307		364	Visitor			
	265	1306		365	Visitor			
	266	1305		366	Visitor			
	267	1303		367	Visitor			
	268	2306		368	Visitor			
	269	2305		369	Visitor			
	270	2304		370	Visitor			
	271	2303		371	Visitor			

END OF AGREEMENT, SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Purchase Agreement to be executed as of the date first above written.

WITNESSES:

PRINTED: Stephanie Carroll

PRINTED: Kyle Scislowicz

LESSOR:

AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY,
Michigan public body corporate

By: _____
Samantha R. Mariuz
Its: Executive Director

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing Parking Space Lease Agreement was acknowledged before me this 24th day of OCTOBER, 2016, on behalf of the Auburn Hills Tax Increment Finance Authority, by Sam Mariuz, in her capacity as Executive Director of the Auburn Hills Tax Increment Finance Authority; and representing ownership of the Structure.

Alanna Stockley
Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: 02/06/22

Alanna Stockley

SIGNATURES CONTINUE ON FOLLOWING PAGE

WITNESSES:

PRINTED: Glenda Pruning

PRINTED: Amy Jarrad-Wibert

LESSEE:

Auburn Hills Housing, LLC,
A Michigan Limited Liability Company

By: Steven J. Calverley
Steven J. Calverley
Its: Manager

STATE OF MICHIGAN)
)SS
COUNTY OF INGHAM)

The foregoing Second Amendment to Purchase Agreement was acknowledged before me this 24th day of October, 2016, by Steven J. Calverley, in his capacity as Manager, of and on behalf of Auburn Hills Housing, LLC, a Michigan Limited Liability Company.

Betty Ann Keast
Notary Public
Ingham County, Michigan
Acting in Ingham County
My Commission Expires: 6-25-2018

Betty Ann Keast
Notary Public
County Ingham
Expiration date 6-25-2018

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AUBURN HILLS HOUSING, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
c/o AUBURN HILLS APARTMENTS

Requester's name and address (optional)

6 City, state, and ZIP code
3386 AUBURN RD.
AUBURN HILLS, MI 48326

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
90-0801270

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ John Hart | **Date** ▶ 11-22-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

TIFA
AUBURN HILLS

TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Andrew Hagge, Assistant to the City Manager, TIFA Executive Director

DATE: November 9, 2026

SUBJECT: Parking Space Lease Agreement Amendment – Bacall Development (Hyde Properties, LLC)

INTRODUCTION AND HISTORY

This is a request to lease an additional ten (10) parking spaces from the Tax Increment Finance Authority's TIFA-owned parking structure.

The original lease agreement between the TIFA and owners of The Webster development (Hyde Associates) was fully executed during the summer months of 2022. The amendment to the Parking Space Lease Agreement states that the only change to the agreement is the number of spaces that The Webster will lease. This amendment will bring their total parking spaces to 110, previously at 100. All other aspects of the lease agreement remain in full force and effect.

Additionally, the cost per space now lines up with the Auburn Square development. Beginning on January 1, 2026, both The Webster and Auburn Square will experience equal lease costs and cost increases at the same time. Adopting this amendment effectively brings the downtown parking structure to capacity. City staff have walked the parking structure multiple times with Public Works staff to ensure that the city will retain a small number of spaces for municipal purposes. The lease agreement has been reviewed and approved by the City Attorney and has been attached for your review.

STAFF RECOMMENDATION

Staff recommends approval of the attached amendment to the parking space lease agreement with Hyde Properties, LLC. Exhibits will be attached prior to execution of the final document as staff is still working to assign parking spaces for the proposed development. The final agreement will be reviewed and approved by the City Attorney. It is important to note that the term of this Parking Space Lease Agreement will go beyond the TIFA's sunset and, therefore, will require approval by the Auburn Hills City Council.

An appropriate motion is:

Move to approve the Parking Space Lease Agreement Amendment between the Auburn Hills Tax Increment Finance Authority and Hyde Properties, LLC, upon final review and approval by the City Attorney and authorize the Executive Director to sign the final agreement. Furthermore, recommend approval of the Parking Space Lease Agreement to the Auburn Hills City Council.

FIRST AMENDMENT TO PARKING SPACE LEASE AGREEMENT

This First Amendment to the Parking Space Lease Agreement ("First Amendment") is entered into this _____ day of _____, 2026 between Hyde Associates, LLC ("Hyde Associates"), a Michigan limited liability company and Auburn Hills Tax Increment Finance Authority (the "TIFA"), a public body corporate under PA 450 of 1980, for the use and restoration of the property described below.

RECITALS

1. The Auburn Hills Tax Increment Finance Authority is the owner of the parking structure located at 3381 Primary Street, Auburn Hills, Michigan 48326;

2. Hyde Associates has been permitted by the TIFA to lease 100 parking spaces within the parking structure in accordance with the Parking Space Lease Agreement entered into on July 25, 2022 ("Agreement").

3. The parties to the Agreement have herein, by mutual agreement pursuant to Section 8 of the Agreement, determined that a modification to the Agreement is necessary for Hyde Associates to lease ten (10) more spaces within the parking structure.

AGREEMENT

Now, therefore, for good and valuable consideration given, the receipt of which is acknowledged by the parties, the parties hereto agree as follows:

1. The Auburn Hills Tax Increment Finance Authority grants, and Hyde Associates accepts, an amendment of the Parking Space Lease Agreement as provided below.

2. Once fully executed, TIFA shall lease to Hyde Associates ten (10) additional parking spaces within the parking structure, which would bring their total parking space number to one hundred ten (110). All references in the Agreement to the total allocation of one hundred (100) leased parking spaces shall mean one hundred ten (110). The additional ten (10) spaces shall be subject to the same terms and conditions as the original leased spaces, including the remaining lease term, rental rates, and scheduled rent increases, with rent for the additional spaces beginning upon full execution of this First Amendment.

3. All other language, terms and conditions in the existing Agreement shall remain in full force and effect, except as specifically amended herein.

4. By signing below, the City of Auburn Hills consents to this First Amendment and confirms that its acknowledgment and obligations under Section 16 of the Agreement apply to the increased allocation of one hundred ten (110) parking spaces.

[signatures on following page]

Signed on this _____ day of _____, 2026.

AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY

/s/:_____

By: Andrew Hagge

Its: Executive Director

HYDE ASSOCIATES, LLC

/s/:_____

By: _____

Its: _____

CITY OF AUBURN HILLS

/s/:_____

By:

Its: _____

PARKING SPACE LEASE AGREEMENT

This Parking Space Lease Agreement ("Agreement") is made this 25TH day of JULY, 2022 by and between the Auburn Hills Tax Increment Finance Authority, a public body corporate under PA 450 of 1980, whose address is 1827 N. Squirrel Road, Auburn Hills, Michigan 48326, herein referred to as the "Lessor" or "TIFA" and Hyde Associates, LLC, a Michigan Limited Liability Company whose address is 30407 West 13 Mile Road, Farmington Hills, Michigan 48334 herein referred to as the "Lessee", and the Lessor does hereby agree to lease the Lessee parking spaces located at 3381 Primary Street Parking Garage, Auburn Hills, Michigan, such parking spaces being further described herein as **Exhibit A** at the aforementioned location. Lessor and Lessee are sometimes hereinafter referred to collectively as the "Parties" or each as "Party."

RECITALS

WHEREAS, The Lessor owns the parking structure located at 3381 Primary Street, Auburn Hills, Michigan 48326 (the "Structure"); and

WHEREAS, The Lessee is the owner of The Webster development, which is proposed to be constructed and located at 3342 – 3350 Auburn Road, Auburn Hills, Michigan 48326 ("the Subject Property"); and

WHEREAS, The Lessee desires to lease from the Lessor, and the Lessor desires to lease to Lessee, that portion of the Structure described in Section 1, below, for the Permitted Use described in Section 2, below;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term:** The Lessor hereby leases to the Lessee certain parking spaces equal to one hundred (100) parking spaces at 3381 Primary Street Parking Garage ("Primary Street Garage") that are depicted on and have the designated space numbers as set forth in **Exhibit A** and/or in the area designated as "Future Parking Area A" on **Exhibit B**. Lessor agrees to provide one hundred (100) parking spaces in total allocated for the Subject Property. The lease of the aforementioned one hundred (100) parking spaces will start on the first day of the month following the first final certificate of occupancy being issued for the first residential tenant to occupy a unit in the building on the Subject Property ("Commencement Date"). Unless earlier terminated pursuant to this Agreement, the initial term shall expire thirty (30) years from the Commencement Date. At the conclusion of the initial thirty (30) year term, then this Agreement shall renew automatically for an additional period of twenty (20) years at reasonable rental rates negotiated at that time by the Parties (the initial thirty (30) year term and the additional renewal term of twenty (20) years is hereinafter referred collectively to as the "Primary Term"). During the Primary Term, the aforementioned one hundred (100) parking spaces shall in all events be located either in the Primary Street Parking Garage and/or Future Parking Area A, which areas may include any expansion to the existing Primary Street Parking Garage or the

construction of any new parking garage in the future on Future Parking Area A, provided however, that the Lessor shall retain the unilateral right to prescribe where those one hundred (100) spaces are to be located within the existing Primary Street Parking Garage, the existing surface parking lot of Future Parking Area A, or any future extension or expansion to the existing parking garage over Future Parking Area A. If, after the expiration of the Primary Term, i.e., during any extension term after the Primary Term, the Primary Street Parking Garage area and the Future Parking Area A are still being used for parking purposes, then Lessor shall continue to provide the 100 parking spaces to Lessee in the Primary Street Parking Garage and/or Future Parking Area A (including in any extension or expansion to the existing Primary Street Parking Garage or in any new parking garage constructed in the future on Future Parking Area A). However, if after expiration of the Primary Term, i.e. during any extension term after the Primary Term, the Primary Street Parking Garage is no longer used for parking, then the Lessor shall provide to Lessee the required 100 parking spaces in Future Parking Area A to the extent available thereon, with a minimum of thirty (30) parking spaces and a maximum of 100 designated parking spaces in such area; and to the extent that there is insufficient parking spaces on Future Parking A beyond the minimum thirty (30) parking spaces required herein, then upon no less than 90 days prior written notice to Lessee, the Lessor shall provide the remaining parking spaces for the terms remaining hereunder at reasonable rental rates negotiated by the Parties within the area described in **Exhibit B** as "Future Parking Area B; and upon commencement of the use of such Future Parking Area B, then the same shall be governed by the terms and conditions of this Agreement. Prior to the expiration of the Primary Term of this Agreement (as may be extended herein), Lessor and Lessee shall negotiate in good faith to renew this Agreement for additional consecutive periods of ten (10) years at a time, at reasonable rental rates negotiated at that time by the Parties. For avoidance of doubt, it is the intention of the Parties for Lessor to provide to Lessee the same quantity of parking spaces to Lessee, i.e. 100 parking spaces, during the Primary Term, and to negotiate in good faith thereafter for extensions of the term which shall be for ten (10) year periods at a time, as follows - (i) during (A) the initial 50 year Primary Term, and (B) during any extension term thereafter as long as the Primary Street Garage and/or Future Parking Area A is used for parking, such parking spaces shall be located either in the Primary Street Garage and/or in Future Parking Area A, and (ii) if after the initial fifty (50) year Primary Term, the Primary Street Garage is not used for parking, then to the extent available, such parking spaces shall be located on Future Parking Area A (with at least thirty (30) spaces on such area), and the remainder of such parking space shall be on Future Parking Area B.

Lessee shall have the exclusive right to assign the subject parking spaces to Lessee's tenants and invitees and to place, at Lessee' sole cost, reserved parking signs/markers designating the Lessee's project name and the designated space number.

2. **Rent:** The Lessee agrees to pay $35.00 per parking space, per month, as rent ("Rent") to the Lessor or its agent by mail or in person to Lessor or its agent at their respective addresses as noted above. Rent shall commence on the Commencement Date, with Lessee paying for 50 spaces for the first 12 months after the Commencement Date, and commencing on the first anniversary of the Commencement Date, Lessee shall pay for all

100 parking spaces. Lessor shall invoice Lessee once a month. The invoice shall be for one (1) month's rent for fifty (50) spaces in the first year, and thereafter for one hundred (100) spaces paid in advance (which invoice shall be due on the first day of each month during the term). Any Rent paid in advance for the time period which includes the actual termination of this Agreement shall be pro-rated on a per day basis. Lessor acknowledges that Lessee shall have to right to charge Lessee's tenants and invitees such parking fees and charges for the use of the subject parking spaces as he deems appropriate (which may be more or less than the fees payable by Lessee hereunder), and all such fees and payments shall be payable to Lessee and be the exclusive property of Lessee.

3. **Rent Increases During the Term:** Commencing on January 1, 2030, the amount of the Rent shall be adjusted upward to $37.50 per parking space, per month.

   Commencing on January 1, 2035, the amount of the Rent shall be adjusted upward to $40.00 per parking space, per month.

   Commencing on January 1, 2040, the amount of the Rent shall be adjusted upward to $42.50 per parking space, per month.

   Commencing on January 1, 2045, the amount of the Rent shall be adjusted upward to $45.00 per parking space, per month.

   Commencing on January 1, 2050, the amount of the Rent shall be adjusted upward to $47.50 per parking space, per month.

4. **Liability; Indemnification:** The Lessor shall not be responsible for damage or loss to possessions or items left in the Lessees vehicles. Lessor shall not be responsible for damage to Lessee's vehicles, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area. The Lessor shall in no way be liable for any personal injuries (including death) or property damage caused by or resulting from the use of the designated space numbers in **Exhibit A** within the Structure or designated spaces in **Exhibit B** by the Lessee, or the Lessee's employees, agents, invitees, visitors, or contractors. The Lessee shall agree to release, indemnify, defend, and hold harmless The City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority (TIFA), Brownfield Redevelopment Authority and the Downtown Development Authority, and their respective officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, reasonable attorney's fees, causes of action, suits, claims or judgments, and costs of any kind, including the Lessor's costs and reasonable attorneys' fees, incurred as a result of the negligence, gross negligence, or willful misconduct of the Lessee, or the Lessee's employees, agents, visitors, tenants, or contractors; provided, however, that the obligation of the Lessee to indemnify shall not extend to the negligence, gross negligence, or willful misconduct of the Lessor, or the Lessor's tenants, invitees, employees, agents, or representatives. Lessee shall be required to execute a Hold Harmless Agreement as provided for in **Exhibit C**, with such agreement remaining in full force and effect during the lease term. Lessor shall at its cost maintain and repair the parking garage and/or parking spaces in the ordinary course of its business.

5. Termination: In the event of a material breach of this Agreement by either party, and such breach is not cured within thirty (30) days written notice, sent via overnight mail or certified mail return receipt requested, to the non-breaching party, provided, however, that if the nature of such breach or default is such that the same cannot reasonably be cured within such thirty (30) day period, the breaching party shall not be deemed to be in default if such party shall within such 30 day period commence such cure and thereafter diligently prosecute the same to completion, then the non-breaching party may terminate this Agreement by providing 30 days written notice to the other party and such notice shall be directed to a Party at the Party's address as listed in this Agreement. In the event of termination of this Agreement pursuant to this Section 5, Lessee and its successors, tenants and invitees shall be allowed to park in the 3381 Primary Street Parking Garage or any other public parking areas in the same manner as the general public is allowed to park and subject to the same terms, conditions and parking fees, if any, that the general public is subject to.

6. Insurance: The Lessee, at its own cost, shall maintain in full force and effect, during the period of the term, insurances, coverage and polices equal to those found and attached hereto as **Exhibit D**, naming the City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority (TIFA), Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insureds. Failure to maintain the stated coverage and policies in effect during the lease term shall render this agreement null and void as if such termination was in effect on the day in which insurance coverage was found to be delinquent and/or lacking. Lessee shall provide Lessor with current Certificates of Insurance evidencing Lessee's compliance with this Paragraph. Lessee shall obtain the agreement of Lessee's insurers to notify Lessor that a policy is due to expire at least ten (10) days prior to such expiration.

7. Severability: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

8. Amendment: This Agreement may only be modified or amended by the written agreement of the Parties to this Agreement.

9. Waiver of Contractual Rights: The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. Assignment: Neither Party may assign or transfer this Agreement without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the Lessee shall have the right to assign and transfer all of its rights, title and interest under this Agreement to any subsequent purchaser of the Subject Property and/or

any mortgage lender of the Subject Property (which includes without limitation a collateral assignment securing such mortgage lender's mortgage loan on the Subject Property), without the Lessor's prior consent but with written notice of such assignment or transfer to the Lessor. Lessor shall execute such documents as may be reasonably requested by Lessee to acknowledge such assignment or transfer. At any time and from time to time (but no more than once in any 12-month period), each of the parties hereto shall, within thirty (30) days after receipt of the written request of the other party, execute, acknowledge and deliver to the requesting party, a certificate stating, if true, (i) that this Agreement is a true and exact copy of the lease between the parties hereto, (ii) that there are no amendments hereof (or, if amended, specifying the amendments hereof), (iii) that this Agreement is then in full force and effect and that, to the certifying party's actual present knowledge, there are no offsets, defenses or counterclaims to the payment of rent reserved hereunder or the performance of the terms, covenants and conditions hereof on the part of Lessee or Lessor, as the case may be, to be performed (or, if not so, setting forth the nature of the offsets, defenses or counterclaims then existing), and (iv) that as of such date, no default has been declared hereunder by either party or, if not true, specifying the nature of such default, and such other information as may be reasonably requested by Lessor or Lessee, as the case may be. At the request of either party, the parties shall also record a memorandum describing the term of this Agreement and any pertinent provisions with the Oakland County Register of Deeds.

11. Compliance with Law: Throughout the term of this Agreement, the Lessee and its tenants, at their sole cost and expense, shall comply with any and all laws, regulations and ordinances that are applicable to the designated space numbers in **Exhibit A** within the Structure or designated spaces in **Exhibit B**. The Lessee shall not be required to correct any condition on or of the Structure that existed at the Effective Date and at that time represented a violation of or noncompliance with, any applicable law, regulation or ordinance by the Lessor.

12. Entire Agreement: This Agreement contains the entire agreement of the parties as to the lease of the up to one hundred (100) parking spaces, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon parties and their respective successors and assigns, except as may be otherwise expressly provided in this Agreement. This Agreement and the rights and duties of the parties hereunder, shall be construed in accordance with the laws of the State of Michigan, without regard to the conflicts of laws principles recognized in such state.

13. Taxes: All licensing dues, local, state, and federal taxes relating to the Lessee's ownership of The Webster shall be paid by the Lessee.

14. Force Majeure: In the event that either party shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of delay by the other party, failure of power or unavailability of utilities, riots, insurrection, war or other reason of a like nature not the fault of such party or not within its control, acts of God, governmental laws or regulations without fault and beyond such party's control, then performance of such act shall be excused for the period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

15. **Quiet Enjoyment**. Lessor covenants that so long as Lessee is not in default beyond all applicable cure periods provided hereunder, Lessee shall peaceably and quietly have, hold and enjoy the parking spaces described herein during the term of this Agreement, without hindrance, ejection or molestation by any person.

16. **City's Consent**. The City of Auburn Hills acknowledges and agrees to the portion of Section 1 of this Agreement pertaining to the Lessee being provided parking spaces in the Future Parking Areas described in Exhibit B (such parking being subject to the terms and conditions of the Agreement) and to provide such parking spaces in the manner required by the terms of this Agreement.

Exhibit A

Description of Leased Space Assignments

Parking Structure Parking Assignment Chart

1st Floor	
101	Hyde Associates, LLC
102	AHH, LLC
103	AHH, LLC
104	AHH, LLC
105	AHH, LLC
106	Handicap
107	AHH, LLC
108	AHH, LLC
109	AHH, LLC
110	AHH, LLC
111	AHH, LLC
112	Hyde Associates, LLC
113	Hyde Associates, LLC
114	Hyde Associates, LLC
115	Hyde Associates, LLC
116	Hyde Associates, LLC
117	Hyde Associates, LLC
118	Hyde Associates, LLC
119	Hyde Associates, LLC
120	Hyde Associates, LLC
121	Hyde Associates, LLC
122	Hyde Associates, LLC
123	Hyde Associates, LLC
124	Hyde Associates, LLC
125	AHH, LLC
126	AHH, LLC
127	Hyde Associates, LLC
128	Hyde Associates, LLC
129	Hyde Associates, LLC
130	Hyde Associates, LLC
131	Hyde Associates, LLC
132	AHH, LLC
133	AHH, LLC
134	AHH, LLC
135	AHH, LLC
136	AHH, LLC
137	AHH, LLC
138	AHH, LLC
139	AHH, LLC

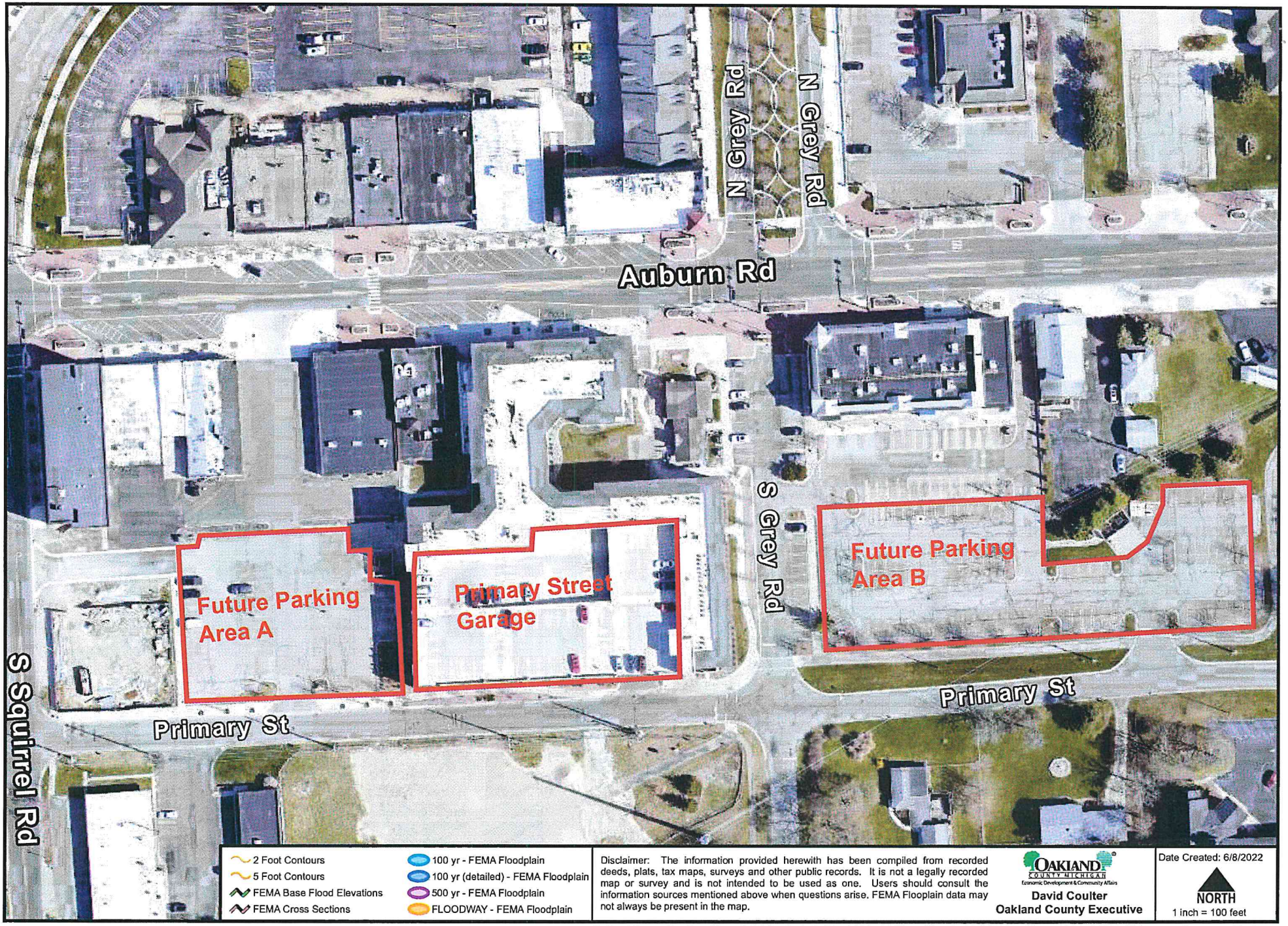
2nd Floor	
201	AHH, LLC
202	AHH, LLC
203	AHH, LLC
204	AHH, LLC
205	AHH, LLC
206	AHH, LLC
207	AHH, LLC
208	AHH, LLC
209	AHH, LLC
210	AHH, LLC
211	AHH, LLC
212	AHH, LLC
213	AHH, LLC
214	AHH, LLC
215	AHH, LLC
216	AHH, LLC
217	Hyde Associates, LLC
218	Hyde Associates, LLC
219	Hyde Associates, LLC
220	Hyde Associates, LLC
221	Hyde Associates, LLC
222	Hyde Associates, LLC
223	Hyde Associates, LLC
224	AHH, LLC
225	AHH, LLC
226	AHH, LLC
227	Handicap
228	Handicap
229	AHH, LLC
230	AHH, LLC
231	AHH, LLC
232	AHH, LLC
233	AHH, LLC
234	Hyde Associates, LLC
235	AHH, LLC
236	AHH, LLC
237	Hyde Associates, LLC
238	Hyde Associates, LLC
239	Hyde Associates, LLC
240	Hyde Associates, LLC
241	Hyde Associates, LLC
242	Hyde Associates, LLC
243	Hyde Associates, LLC
244	AHH, LLC
245	AHH, LLC
246	AHH, LLC
247	AHH, LLC
248	AHH, LLC
249	Hyde Associates, LLC
250	Hyde Associates, LLC
251	Hyde Associates, LLC
252	Hyde Associates, LLC
253	Hyde Associates, LLC
254	Hyde Associates, LLC
255	AHH, LLC
256	AHH, LLC
257	AHH, LLC
258	Hyde Associates, LLC
259	AHH, LLC
260	Hyde Associates, LLC
261	Hyde Associates, LLC
262	Hyde Associates, LLC
263	Hyde Associates, LLC
264	AHH, LLC
265	AHH, LLC

3rd Floor	
301	AHH, LLC
302	AHH, LLC
303	AHH, LLC
304	AHH, LLC
305	AHH, LLC
306	AHH, LLC
307	AHH, LLC
308	AHH, LLC
309	Hyde Associates, LLC
310	AHH, LLC
311	AHH, LLC
312	AHH, LLC
313	AHH, LLC
314	AHH, LLC
315	Hyde Associates, LLC
316	Hyde Associates, LLC
317	Hyde Associates, LLC
318	Hyde Associates, LLC
319	Hyde Associates, LLC
320	Hyde Associates, LLC
321	Hyde Associates, LLC
322	AHH, LLC
323	AHH, LLC
324	AHH, LLC
325	AHH, LLC
326	AHH, LLC
327	Handicap
328	Handicap
329	Hyde Associates, LLC
330	AHH, LLC
331	AHH, LLC
332	AHH, LLC
333	Visitor (EV Charger)
334	Visitor (EV Charger)
335	AHH, LLC
336	AHH, LLC
337	Hyde Associates, LLC
338	Hyde Associates, LLC
339	Hyde Associates, LLC
340	Hyde Associates, LLC
341	Hyde Associates, LLC
342	Hyde Associates, LLC
343	Hyde Associates, LLC
344	AHH, LLC
345	AHH, LLC
346	AHH, LLC
347	AHH, LLC
348	AHH, LLC
349	AHH, LLC
350	Hyde Associates, LLC
351	Hyde Associates, LLC
352	AHH, LLC
353	AHH, LLC
354	AHH, LLC
355	AHH, LLC
356	AHH, LLC
357	AHH, LLC
358	Hyde Associates, LLC
359	Hyde Associates, LLC
360	Hyde Associates, LLC
361	Hyde Associates, LLC
362	Hyde Associates, LLC
363	Hyde Associates, LLC
364	Hyde Associates, LLC
365	Hyde Associates, LLC

4th Floor	
401	Hyde Associates, LLC
402	Hyde Associates, LLC
403	Hyde Associates, LLC
404	Hyde Associates, LLC
405	Hyde Associates, LLC
406	Hyde Associates, LLC
407	Hyde Associates, LLC
408	Hyde Associates, LLC
409	Hyde Associates, LLC
410	Hyde Associates, LLC
411	Hyde Associates, LLC
412	Hyde Associates, LLC
413	Hyde Associates, LLC
414	Hyde Associates, LLC
415	Hyde Associates, LLC
416	Hyde Associates, LLC
417	Hyde Associates, LLC
418	Hyde Associates, LLC
419	Hyde Associates, LLC
420	Hyde Associates, LLC
421	Hyde Associates, LLC
422	Hyde Associates, LLC
423	Hyde Associates, LLC
424	Riverside 2, LLC
425	Riverside 2, LLC
426	Riverside 2, LLC
427	Riverside 2, LLC
428	Handicap
429	Handicap
430	Visitor
431	Visitor
432	Visitor
433	Visitor
434	Visitor
435	Visitor
436	Visitor
437	Visitor
438	Visitor
439	Visitor
440	Riverside 2, LLC
441	Riverside 2, LLC
442	Riverside 2, LLC
443	Visitor
444	Visitor
445	Visitor
446	Visitor
447	Visitor
448	Visitor
449	Visitor
450	Riverside 2, LLC
451	Riverside 2, LLC
452	Riverside 2, LLC

	266	AHH, LLC		366	Hyde Associates, LLC	
	267	AHH, LLC		367	Hyde Associates, LLC	
	268	AHH, LLC		368	Hyde Associates, LLC	
	269	AHH, LLC		369	Hyde Associates, LLC	
	270	AHH, LLC		370	Hyde Associates, LLC	
	271	AHH, LLC		371	Hyde Associates, LLC	

Exhibit B



Oakland County One Stop Shop 2100 Pontiac Lake Road Bldg. 41 West Waterford, MI 48328 Phone: 248-858-0721 Web: www.advantageoakland.com

Exhibit C

CITY OF AUBURN HILLS
HOLD HARMLESS AGREEMENT

As required for approval of the _____
(Activity)

_____ herein after referred to as _____
(Name of Company) (Abbreviated Name Form)

agrees to release, indemnify, defend, and hold harmless The City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with the Activity.

In addition, _____ agrees to furnish an ACORD certificate of insurance
(Abbreviated Name Form)

a. as required by the City of Auburn Hills with the description of the ACORD form to read as follows: *It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees, representatives and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.*

Name of Company

_____

By _____

Dated _____

Witnesses

_____

_____

Exhibit D

Insurance Requirements
City of Auburn Hills, Michigan
And/Or
City of Auburn Hills T.I.F.A, B.R.A., D.D.A

1. **Liability Insurance**:
   An ACORD certificate of insurance, or its equivalent, shall be furnished to the City of Auburn Hills at 1827 North Squirrel Road, Auburn Hills, Michigan 48326 evidencing insurance in force for the duration of and applicable to this contract and/or temporary events/special event with an insurance company acceptable to the City of Auburn Hills with a minimum A.M. BEST rating of "A-", and the following minimum requirements:

a. General Liability (affording coverage not less than ISO Commercial General Liability coverage form):
   I. Check mark indicating occurrence as opposed to claims made form
   II. Limits of Liability:
      $1,000,000 each occurrence
      $2,000,000 general and products-completed operations aggregates
   III. Personal Injury
      $2,000,000 aggregate

b. Automobile Liability:
   I. Check mark indicating coverage as to any automobile
   II. Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded
   III. Limits of Liability: $1,000,000 combined single limit

c. Commercial Umbrella (Excess) of at least $4,000,000
d. The Contractor shall insure the Contractor's equipment and property and the City and those persons and entities described in section 1(e) herein shall not be liable and/or responsible for any damage to said equipment and/ or property.
e. Description section of ACORD form is to read: It is understood and agreed that the following shall be additional insured: *The City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.*
f. The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

2. **Workers Compensation**
   The Contractor shall procure and maintain during the life of the contract, statutory Michigan Workers Compensation and Employers Liability Insurance for all employees employed at or in the vicinity of the Contractor's property, or any property used in connection with the Contractor's operation or in carrying out any work related to this contract.

   Michigan Workers Compensation and Employers Liability Insurance shall be procured and maintained with the following limits of liability:
   -$500,000 E.L. each accident
   -$500,000 E.L. each disease – each employee
   -$500,000 E.L. Disease – Policy Limit
   This insurance shall comply with all applicable rules and regulations of the State of Michigan, and shall be from an insurance company acceptable to the City of Auburn Hills.

3. **Hold Harmless/Indemnification Agreement**

It is further required that all contractors providing services or performing duties for the City of Auburn Hills and/or its Authorities shall enter into a Hold Harmless/Indemnification Agreement with the City and all other entities as set forth in section 1(e) herein, in which Agreement the Contractor and its employees, representatives and agents agrees to release, indemnify, defend, and hold harmless the City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with the Activity.

4. **Certification of Insurance**

The Contractor agrees that he/she will file all required Certificates of Insurance satisfactory to the City of Auburn Hills with the City of Auburn Hills simultaneously with or prior to the execution of this contract indicating that the insurance required herein has been issued and is in full force and effect.

Further, the Contractor will provide updated certificates annually prior to the policies expiration dates, to indicate that the policies and conditions required hereunder are in full force and effect during the life of this contract.

It is understood and agreed that thirty (30) days advance written notice of cancellation, non- renewal, reduction and/or material change in coverage shall be mailed to:

i. City Clerk's Office
City of Auburn Hills
1827 North Squirrel Road
Auburn Hills, MI 48326

5. **Sub-Contractors Insurance Requirements**

If approval is granted by the City of Auburn Hills for a Contractor to subcontract any or all of such contract to others, then prior to commencing the subcontract, the City's contract or agreement with the Contractor shall stipulate that the Contractor will require their subcontractor agreements to carry the same limits as required by the City of the Contractor.

6. **Requirement as Part of Contract**

These insurance requirements shall be expressly contained in and/or incorporated by reference into the contract executed between the contractor and the City.

7. **OTHER INSURANCE REQUIREMENTS THAT MAY BE APPLICABLE DEPENDING ON SCOPE OR TYPE OF WORK. IF CHECKED, THESE REQUIREMENTS ARE MANDATORY TO THE CONTRACT AND SHALL BE INCLUDED IN CONTRACT AND PROVIDED TO THE CITY AS DIRECTED.**

a. Owner's and Contractor's Protective Liability (_____)

The Contractor shall procure and maintain during the life of the contract Owner's and Contractor's Protective Liability Insurance in the name of the City of Auburn Hills, in an amount not less than $2,000,000 per occurrence, and $4,000,000 aggregate for injuries, including death, to persons and property damage including loss of use thereof. This insurance shall be from an insurance company acceptable to the City of Auburn Hills.

b. Professional Liability (_____)

If the Contractor is providing professional services/work, then the Contractor shall procure and maintain during the life of the contract Professional Liability insurance in the amount of $1,000,000. Evidence of such coverage must be provided to the City. (Professional services is defined but not limited to architects, builders, engineers, agents, attorney).

c. Cyber Liability (_____)

Cyber Liability Insurance with limits of at least $1,000,000 and this policy shall include $1,000,000 of third party liability. Required if the contractor is providing technological services (includes but not limited to programming of any systems/services, anything accessing private City data, or is related to phones/telecommunications/computers/electronic data/banking services).

d. **Employee Dishonesty (w/third party endorsement)** (_____)

Employee Dishonesty coverage with limits of at least $1,000,000 w/ third party of endorsement. Required when contractor is working on site in city owned buildings. May be required when contractor is working on site on city owned property.

2. **Temporary Events and/or Special Events**

With respect to temporary events and special events, the City shall have the discretion to amend some or all of the insurance requirements set forth in this document upon request of the applicant and review by the City. Determination of such amendment will be solely at the discretion of the City and the City's consultants and such determination will consider the type of services being provided and any and all potential risk to City. Applicants granted amended insurance requirements for any event must request such amendment each event and or occurrence of such event that is separately contracted with the City. An applicant or vendor which utilizes fireworks or alcohol may not be considered for waiver and must be evaluated for additional licenses and permits. All applicants, at a minimum, must enter into a Hold Harmless/Indemnification Agreement as described in Section 9 herein.

END OF AGREEMENT, SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Parking Space Lease Agreement.

WITNESSES:

PRINTED: THOMAS A. TANGHE

PRINTED: Andrew Hagge

LESSOR:

AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY,
Michigan public body corporate

By:
Brandon Skopek
Its: Executive Director

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing Parking Space Lease Agreement was acknowledged before me this 25th day of July, 2022, on behalf of the Auburn Hills Tax Increment Finance Authority, by Brandon Skopek, in his capacity as Executive Director of the Auburn Hills Tax Increment Finance Authority; and representing ownership of the Structure.

Notary Public, Laura M. Pierce
Macomb ~~Oakland~~ County, Michigan
Acting in Oakland County
My Commission Expires: 5-10-24

SIGNATURES CONTINUE ON FOLLOWING PAGE

WITNESSES:

Thomas A. Tanghe

PRINTED: THOMAS A. TANGHE

PRINTED: BRANDON SHOPEK

LESSEE:

Hyde Associates LLC,
A Michigan Limited Liability Company

By: _____
Jacob Bacall
Its: Member

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing Parking Space Lease Agreement was acknowledged before me this 25th day of July, 2022, by Jacob Bacall, in his capacity as member of and on behalf of Hyde Associates, LLC, a Michigan Limited Liability Company.

Laura M Pierce
Notary Public, Laura M. Pierce
Macomb ~~Oakland~~ County, Michigan
Acting in Oakland County
My Commission Expires: 5-10-24

SIGNATURES CONTINUE ON FOLLOWING PAGE

The City of Auburn Hills executes this Agreement to evidence its consent to Section 16 hereof.

WITNESSES:

Thomas A. Tanghe

PRINTED: THOMAS A. TANGHE

PRINTED: BRANDON SKOREK

City:

City of Auburn Hills

By: _____

Its: MAYOR

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing Parking Space Lease Agreement was acknowledged before me this 25th day of July, 2022, on behalf of the City of Auburn Hills, by Kevin R. McDaniel, in his capacity as Mayor of the City of Auburn Hills representing ownership of the Future Parking Areas.

Laura M Pierce

Notary Public, Laura M. Pierce

Macomb ~~Oakland~~ County, Michigan

Acting in Oakland County

My Commission Expires: 5-10-24