

La Crosse Municipal Code

Chapter 8: Aviation

Article V: Ground Transportation at La Crosse Regional Airport

Sec. 8-173. Definitions.

Terms used in this section, unless the context otherwise requires, have the following meaning:

- (a) **"Airport"** is defined in Chapter 8-83 of the Municipal Code.
- (b) **"Airport Customer"** means any user of the Airport who proposes to use a Commercial Ground Transportation Provider's services, including, without limitation, for parcel delivery or pick-up.
- (c) **"Airport Director"** means the City's Airport Director, or such person as may be designated to carry out the duties of Airport Director under the permit.
- (d) **"Application"** means the form "Commercial Ground Transportation Permit Application" approved by the Aviation Board, as duly and accurately completed by Permittee prior to the issuance of a Permit, as the terms of such Application may be amended from time to time pursuant to written agreement executed by both Permittee and City.
- (e) **"Automatic Vehicle Identification System (AVI)"** means a system for the automatic tracking of Vehicle movement on the Airport roadways and in or on parking facilities, which may include, without limitation, the placement of a transponder or other device upon a Vehicle.
- (f) **"Business Day"** means any calendar day except Saturday, Sunday and any other day observed as a legal holiday by the City of La Crosse. For purposes of the permit, if the time in which any act is to be performed falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the following business day.
- (g) **"City"** means the municipal corporation known as the City of La Crosse, in the County of La Crosse, State of Wisconsin, and any successor thereto. City shall also mean the person, division, department, bureau, or agency as may from time to time be expressly designated by the Council to exercise functional authority and control over given areas of responsibility with respect to rights and obligations of City under the Permit.
- (h) **"Commencement Date"** is defined on Airport Director's signature page of the permit.
- (i) **"Commercial Ground Transportation Provider"** is any person or entity that provides ground transportation services including, but not limited to, those defined in (m), (n), (w), (y), (z), (aa), (cc), (dd), and (ee), herein.
- (j) **"Day"** means any calendar day, unless a Business Day is specified.
- (k) **"Expiration Date"** is defined on the Airport Director's signature page.

- (l) **“Geofence”** is a virtual geographic boundary, defined by GPS technology that enables software to trigger a response when a mobile device enters or leaves a particular area.
- (m) **“Ground Transportation Shuttle”** is a vehicle used in the transportation of passengers to or from the airport to another airport or location for which a fee is provided for transportation services, but not operated as a Taxicab nor a TNC Vehicle (see paragraphs (z) and (ff) below).
- (n) **“Hotel Shuttle”** is a vehicle used in the transportation of passengers from an area hotel or other place of overnight occupancy to the airport or from the airport to an area hotel or place of overnight occupancy.
- (o) **"Laws"** means any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other governmental agency or authority having jurisdiction over the parties in effect either at the time of execution of the permit or at any time during the term of the permit, including, without limitation, any regulation or order of a quasi-official entity or body.
- (p) **"Municipal Code"** means the La Crosse Municipal Code of Ordinances, as amended from time to time.
- (q) **“Participating Driver”** is defined in Section 440.40(3) of the Wisconsin Statutes.
- (r) **"Permit"** means a Commercial Ground Transportation Permit for Commercial Ground Transportation Providers coming onto La Crosse Regional Airport, issued by the Airport Director.
- (s) **"Permittee"** means the entity defined on page 1 of the Permit. Unless the context requires otherwise, any reference to Permittee shall be construed to include any of Permittee's drivers, employees, representatives and other agents.
- (t) **"Provision"** means any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the permit that defines or otherwise controls, establishes, or limits the performance required or permitted by either party. All Provisions, whether covenants or conditions, which are applicable to Permittee, shall be deemed to be both covenants and conditions.
- (u) **"Rules and Regulations"** means those La Crosse Regional Airport Ground Transportation Rules and Regulations which the Aviation Board now or hereafter enacts, and as may be amended from time to time, unless other rules and regulations are expressly identified.
- (v) **"Solicitation"** means the uninvited initiation of a conversation or other uninvited contact by a driver, other employee, representative or agent (whether formal or informal) of any Commercial Ground Transportation Provider with any person, for the purpose of enticing or persuading said person to use any service or facilities provided by the Commercial Ground Transportation Provider or any affiliate of any Commercial Ground Transportation Provider.

- (w) **"Shuttle Company"** is an individual or entity operating for hire on a pre-reserved basis, a Ground Transportation Shuttle, from the Airport and who has and shall keep in full force and effect, a Certificate of Common Carrier issued by the State of Wisconsin.
- (x) **"Tax"** shall mean and include any assessment, license, charge, fee, imposition, or levy imposed by any governmental body.
- (y) **"Taxicab"** is a passenger vehicle, such as a car or limousine, for hire, used to transport passengers on public streets and not operated on a fixed route or published schedule but not operated as a "TNC Vehicle" (see subparagraph (ff), below). The charge for use of a taxicab is determined by a taximeter.
- (z) **"Taxicab Services Provider"** is a Commercial Ground Transportation Provider who transports passengers in a Taxicab.
- (aa) **"Taxicab Driver"** is an individual who operates a Taxicab.
- (bb) **"Terminal"** means the airport terminal building and related parking facility at 2850 Airport Road, La Crosse Wisconsin.
- (cc) **"Transportation Network Company" or "TNC"** is defined in Section 440.40(6) of the Wisconsin Statutes.
- (dd) **"Transportation Network Services" or "TNC Services"** is defined in Section 440.40(7) of the Wisconsin Statutes.
- (ee) **"TNC Vehicles"** are any vehicle used by a Participating Driver while providing TNC Services.
- (ff) **"Trip"** A Vehicle shall be considered to have made one Trip each time the Vehicle uses the Airport for pick-up or drop-off activities.
- (gg) **"Trip Fee"** means a fee established by the Aviation Board for each Trip of Permittee's Vehicle(s), payable to the City.
- (hh) **"Vehicle"** means any automobile, truck, van, bus, limousine, motorcycle, bicycle, and other wheeled conveyances (except aircraft), operated by a Commercial Ground Transportation Provider, in which any person or property can be transported upon land.
- (ii) **"Vehicle Identification Decal"** means a decal issued by the Airport to be placed on each permitted Commercial Ground Transportation Provider's Vehicle to identify those Vehicles approved to operate on Airport premises.

Sec. 8-174. Purpose/Applicability.

The purpose of this Chapter 8, Article V is to regulate all companies and persons engaged in Commercial Ground Transportation Activities at Airport. All such companies and persons shall comply with the provisions herein and the Rules and Regulations, as amended from time to time by the Aviation Board, such Rules and Regulations to be consistent with this Article V.

Sec. 8-175. Exclusions.

This Chapter 8, Article V does not apply to rental car operations, including those operations or companies that permit the rental of a vehicle by an individual owner to an individual renter through a digital network. All rental car operations are covered by the La Crosse Regional Airport Rules and Regulations and require a permit as set forth in those Rules and Regulations, as amended from time to time. Any attempt to rent a vehicle at Airport without the proper permit will subject the renter, whether an individual, company, or other entity, to the penalties set forth in Section 8-186 of this Chapter 8, Article V.

Sec. 8-176. Taxicab Driver, Shuttle Driver - Requirements.

If a Permit is required under subsection Section 8-179(a) then before a Taxicab Company or Shuttle Company allows an individual to be a Taxicab Driver or Shuttle Driver for the company, the company shall do all of the following:

- (a) Require the individual to submit an application to the company that includes at least all of the following:
 - i. The individual's full legal name, address, and age.
 - ii. A copy of the individual's driver's license.
 - iii. The individual's driving history.

- (b) Conduct, or have a third party conduct, a local and national criminal background check for the individual that includes all of the following:
 - i. A multi-state and multi-jurisdictional criminal records locator or other similar commercial nationwide database with validation.
 - ii. A National Sex Offender Registry database.

- (c) Obtain and review a driving history research report for the individual.

Sec. 8-177. Who May Not be a Taxicab Driver or Shuttle Driver.

If a Permit is required under subsection Section 8-179(a), then a Taxicab Company or Shuttle Company shall not allow any of the following individuals to be a Taxicab Driver or Shuttle Driver for the company:

- (a) An individual who has had more than three (3) moving violations, as defined in § 343.01(2)(cg), Wis. Stats., in the past three (3) years, or one (1) conviction in the past three (3) years for an offense listed under § 351.02(1)(a), Wis. Stats.
- (b) An individual who, in the last seven (7) years, committed an offense that resulted in a suspension, revocation, or other conviction counted under § 343.307(1), Wis. Stats., or

was convicted of a sex offense, as defined in § 301.45(1d)(b), Wis. Stats., or of any crime involving fraud, theft, damage to property, violence, acts of terror, or the use of a motor vehicle in the commission of a felony.

- (c) An individual whose information is contained in the Sex Offender Registry under § 301.45, Wis. Stats., or on the National Sex Offender Public Website.
- (d) An individual who does not possess a valid driver's license.
- (e) An individual who is not at least 19 years of age.

Sec. 8-178. Term of Permits.

The term of Permits shall commence at 12:01 a.m. on the Commencement Date set forth on the issued Permit and shall expire on the Expiration Date set forth on the issued Permit unless earlier suspended or revoked in accordance with these rules and regulations. In no event shall the Permit be renewed unless (i) Permittee is in compliance with all terms and conditions of the permit, (ii) the Airport has received the Application Fee in full, and (iii) Permittee and Airport have executed an extension to the Permit, in form and substance acceptable to Airport.

There shall be no refunds for Permittees who cease operations during the Permit term whether voluntarily or through revocation or suspension of the Permit nor if a given Taxicab or Shuttle is no longer owned or operated during the Permit year.

Sec. 8-179. Permits.

- (a) **Permit Required.** No Taxicab Service Providers, Shuttle Companies, or TNC Companies, shall engage in Commercial Ground Transportation activity at the Airport without a Permit.
 - i. Each Taxicab Company and Shuttle Company must have its own Permit even if a given person or persons owns more than one Taxicab Company or Shuttle Company.
 - ii. The Permit or any rights of the Permittee cannot be transferred, assigned, licensed, or sold, whether voluntarily or by operation of law. Any transfer in violation of this section shall be void and shall entitle Airport, at its option, to terminate the Permit. The acceptance of the Trip Fee or any other fee or charge by Airport or the continuation of the Commercial Ground Transportation Provider operations by Permittee or the proposed transferee shall not be deemed a waiver of Airport's right to terminate the Permit on account of Permittee's failure to secure the Airport Director's prior written consent.

(b) **Permit Issuance.** The Permit shall be issued by the Airport Director subject to the following terms and conditions:

- i. To promote safe, orderly, and efficient ground transportation operation at the Airport, to allow for periodic vehicle inspections, reduce congestion and to promote adequate business for Taxicab Companies, Taxicab Drivers, Shuttle Companies, Shuttle Drivers, TNCs, and Participating Drivers, the number of Permits may be limited to such number as the Airport Director determines. If the number of Permits is so limited, the Airport Director shall establish a method for application (e.g., request for proposals) that is uniform for all applicants.
- ii. The Permittee shall abide by applicable laws of the United States and all applicable Statutes, codes, ordinance, rules and regulations of the State of Wisconsin, La Crosse, La Crosse County, and such rules and regulations as may be prescribed from time to time by the Airport Director, including, without restriction because of enumeration, the parking of Permittee's vehicles on the Airport and the conduct of its operations on Airport property.
- iii. A Taxicab Company shall not operate a Taxicab at the Airport unless such Taxicab Company and Taxicab have received a license or permit as a Taxicab Company or Taxicab from a city, village, or town consistent with § 349.24, Wis. Stats., and unless such license or permit remains in full force and effect.
- iv. If a Taxicab or Shuttle Company is organized as a corporation or limited liability company, at the time of application and throughout the term of the Permit, the Taxicab or Shuttle Company must be in good standing with the Wisconsin Department of Financial Institutions.
- v. Permittee understands and agrees that the rights and privileges conferred to it under the Permit are non-exclusive and do not establish or vest in Permittee any right to preferential use of Airport facilities relative to other commercial users of the Airport, nor do they restrict the Airport from granting exclusive or priority uses of Airport facilities to others.
- vi. Permittee agrees that the Airport may publish or disseminate any information provided by Permittee about schedules, routes, rates and charges. Airport shall not be liable to Permittee for any inadvertent errors in the information published or disseminated. Permittee shall indemnify and hold harmless Airport from any claims or costs arising from inaccuracies in the information provided by Permittee to Airport and/or Permittee's failure to follow the schedules or routes provided to Airport.

(c) **Limitations on Use.** Permittee's use of the Terminal and the Airport shall be limited as follows:

- i. Permittee shall not do or permit anything to be done in, on, or about the terminal, or the Airport, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any Laws now in force or which may hereafter be enacted or promulgated, or which is prohibited by a standard form of fire insurance policy or will in any way increase or affect the then existing rate of any fire or other insurance required to be carried upon the Airport, or the terminal, or any part thereof, or any of their contents, or which will cause a cancellation of any insurance policy covering the Airport, or the terminal or any part thereof or any of their contents.
- ii. Permittee shall not do or permit anything to be done in, on, or about the terminal or the Airport or to omit to do that which will in any way obstruct or interfere with the rights of other occupants located in, on, or at the Airport or the terminal (provided such other occupants' rights are not in conflict with Permittee's rights).
- iii. Permittee shall not commit, cause, maintain, or permit or suffer, or allow to be committed, caused, maintained, or permitted, any legal waste upon the Terminal or the Airport, nor any public or private nuisance, nor any other act or thing which may disturb the quiet enjoyment of any other tenant, licensee, invitee, or person using or occupying any portion of the Terminal or the Airport.
- iv. Permittee, or any agents or employee of Permittee, shall not engage in any Solicitation either within or outside of the Airport terminal or on any other Airport property.
- v. Permittee and Permittee's drivers, employees, representatives and other agents shall comply with all Laws, including, without limitation, the Rules and Regulations.
- vi. Permittee's drivers, employees, representatives or other agents shall not enter the terminal buildings or leave the Vehicle except to assist in loading baggage, as permitted by the Rules and Regulations or unless leaving the Vehicle is necessary for a pre-arranged passenger pickup or parcel pick-up or delivery. Nothing herein allows any driver to leave any Vehicle to be left unattended, unless specifically allowed under the Permit or the Rules and Regulations.
- vii. The Airport reserves the right to construct or designate (through Airport Director) areas where Permittee's Vehicles shall be parked when not actively loading or unloading passengers. Permittee shall pay the fees established by the Aviation Board for use of such areas.
- viii. Any changes in Permittee's service levels at the Airport must be submitted in writing to Airport Director, including but not limited to, the type of Vehicle

used, schedule changes, and frequency of operation. Any proposed changes must be submitted to the Airport Director at least thirty (30) days prior to the proposed implementation date. The Airport Director shall provide Permittee with the reasons for any denial of proposed change in service levels. If Airport Director has not approved or denied such request within thirty (30) days of receipt, the request shall be deemed approved.

- ix. Airport may interrupt or suspend Permittee's activities at the Airport and Permittee's use of the Airport if, in Airport's sole discretion, such interruption or suspension is necessary in the interest of public safety. Permittee hereby waives any claim against the Airport for damages or compensation should its activities be interrupted or suspended for any period.

- (d) **Location of Operations.** All Permittees will adhere to the drop-off and pick-up locations designated by Airport or Airport Director and set forth in the Rules and Regulations, as amended from time to time. In the event that implementation of the Airport's requirements for the Airport necessitates the relocation of Permittee's pick-ups and drop-offs at the Airport, Permittee shall relocate all or part of its Commercial Ground Transportation Provider operations on the Airport in an expeditious manner and only as may be permitted, directed or required by the Airport Director.
- (e) **No Airport Guarantee of Business.** By issuing the Permit, Airport does not make, and has not made, any representation, warranty, assurance, or guaranty that the uses to which Permittee will put its Commercial Ground Transportation Provider operation will generate any minimum, maximum, or optimum volume of airline or other passenger traffic business, or that any minimum, maximum, or optimum volume of airline or other passenger traffic business will occur.
- (f) **Personnel.** All drivers, employees, representatives and other agents of Permittee shall conduct themselves in a professional manner and be courteous to the public, passengers, and Airport employees or representatives. Obscene gestures or language, threats, physical harm, or fighting on the Airport and any gambling, athletic events, drinking of alcoholic beverages by on-duty personnel, possession of or being under the influence of illegal drugs or alcohol is expressly prohibited.
- (g) **Signs/Advertising.** Permittee shall not install, erect, affix, paint, display or place or permit the installation, erection, affixation, painting, display or placement of any sign, lettering, or other advertising device or media in, on, or about the Airport, the Terminal, or any portion thereof, without the prior written consent of the Airport Director. Any and all signs, lettering or other advertising device or media, or any replacement thereof, which may be permitted by the Airport Director shall be subject to, and comply with, Airport signing standards now in effect or as may be hereafter modified or amended. Permittee shall remove or cause the removal at its sole cost and expense of such items on or before the Expiration Date or any earlier termination date, without injury or damage to

or defacement of any part of the Terminal, or the Airport. Permittee agrees to promptly restore to their original condition those portions of the Terminal, or the Airport on which the materials referenced herein are attached, or at the Airport Director's option, pay for the costs of restoration performed by Airport's personnel upon demand of Airport.

8-180. Fees, Charges, Statements, and Audits

(a) During the term of the Permit, Permittee shall pay to the Airport the following fees, for the privilege of coming onto Airport and using Airport's facilities and the economic benefits derived therefrom, and to reimburse the Airport for the costs of providing services and facilities to Permittee, according to the following:

- i. **Application Fee.** Permittee shall pay to Airport a non-refundable Application Fee in the amount set forth by the Aviation Board. The Application Fee shall be due and payable upon submission of the Application. The Application will not be accepted without the Application Fee.
- ii. **Renewal Fee.** Permittee shall pay to Airport an annual Renewal Fee to keep their Permit active. Non-renewal of a Permit will result in a new application fee and subsequent charges.
- iii. **Trip Fee.** Permittee, if required, shall pay to Airport a Trip Fee for each Trip in an initial amount established by the Aviation Board, in accordance with the payment procedures specified below and any applicable Rules and Regulations.
- iv. **Equipment Fee.** Permittee shall pay to Airport an equipment fee, as set by the Aviation Board, for each AVI reader utilized.
- v. **Establishment of Fees and Charges.** Any Fees and Charges for the conduct of Commercial Ground Transportation Provider operations are established by the Aviation Board and may be modified or amended from time to time. Permittee shall be obligated to pay such fees and charges as established by the Aviation Board and as modified.

(b) Payment and Statements

i. Trip Fee and Trip Statement

1. **For Hotel Shuttles.** Hotel Shuttles shall be exempt from Trip Fees and Trip Statements.
2. **For Ground Transportation Shuttles, Taxicab Services, Non-TNC Operations, or TNC Operations Utilizing AVI.** Permittee's Trip Fee payment is due and payable no later than 30 days after the date of Airport's invoice. Such fee shall be delinquent if not received by the due date. Airport shall calculate the Trip Fees due from the Trip activity recorded by the AVI system.

If requested by the Airport Director, Permittee shall deliver with payment, in a form with detail satisfactory to the Airport, a Statement of Permittee's Trips, showing the number of Trips made each day, the total of Trips for the month and the total Trip Fees due from Permittee for such month. Said statement shall be in a format and contain other information as reasonably specified by the Airport Director and shall be certified by an authorized official of Permittee, attesting to the accuracy of the information contained therein. The Airport Director reserves the right to conduct periodic Vehicle Trip audits in addition to monitoring by the AVI system and to adjust Permittee's monthly Trip Fees.

3. For TNC Operations Not Utilizing AVI. Permittee shall deliver with payment, in a form with detail satisfactory to the Airport, a Statement of Permittee's Trips, showing the number of pick-up and drop-off Trips made each day, based on the use of a Geofence, the total number of Trips for the month and the total Trip Fees due from Permittee for such month. Said Statement shall be in a format and contain other information as reasonably specified by the Airport Director and shall be certified by an authorized official of Permittee, attesting to the accuracy of the information contained therein. Said statement and payment shall be due on a schedule set by the Airport Director pursuant to the Rules and Regulations. The Airport Director reserves the right to conduct periodic Vehicle Trip audits and to adjust Permittee's monthly Trip Fees.

(c) **Late Payment or Report.** Permittee shall pay Airport a Delinquent Report Fee of fifteen dollars (\$15) per day for each day that any: (i) Statement of Trips is not timely received by Airport, or (ii) Monthly On Demand activity report is not timely received by the Airport. Permittee shall pay a Late Payment Fee equal to one percent (1%) per month of any late payment. The one percent (1%) late payment fee shall be charged to Permittee on the first day of delinquency and for each month thereafter that such payment or portion thereof is not timely received by Airport, until full payment is received by Airport. The assessment of a Late Payment Fee or Delinquent Report Fee shall be in addition to any other remedies Airport may have under the Permit, or at law or in equity, including interest on amounts not paid when due at the maximum rate allowed by law. Notwithstanding any right or remedy of Airport on account of such nonpayment, the obligation to pay the outstanding amounts of any fee or charge shall survive the suspension or revocation of the Permit.

(d) **Acceptance of Payment Not a Waiver by Airport.** The acceptance of the Trip Fee or any other fee or charge hereunder by Airport shall not be deemed to be a waiver of any preceding violation by Permittee of any provision of the Permit, other than the failure of Permittee to

pay such installment of the Trip Fee or such other fee or charge so accepted, regardless of Airport's knowledge of such preceding or subsequent violation at the time of acceptance of such fee, or the waiver of any other right or remedy allowed in law or in equity. The consent or approval by Airport to any act of Permittee requiring Airport's approval shall not be deemed to waive or render unnecessary the need for Airport's consent to or approval of any subsequent similar act of Permittee.

8-181. TNC Books and Records

- (a) **Maintain Records.** In addition to the above, Permittees operating as TNC's without AVI's shall maintain for a period of not less than three (3) years or, in the event of a claim by Airport, until such claim of Airport for payments herein shall have been fully ascertained, fixed and paid, separate and accurate daily records of operations at the Airport, showing in detail all Trips taken at the Airport, all business done or transacted in, on, about or from the Airport or pertaining to Permittee's operations relating to Airport Customers, and entries in any such records or books shall be made at or about the time the Trips occur.
- (b) **Inspection of Records.** In the event of any audit, inspection, or review of Permittee's books, ledgers, or records by the Airport disclose an underpayment by Permittee of any consideration due, Permittee shall pay immediately the amount of such underpayment together with interest from the time such consideration was due at the rate of one percent (1%) per month or the maximum rate then allowed by law, whichever is greater. Should any audit, inspection, or review by the Airport disclose an underpayment by Permittee in excess of one percent (1%) of the consideration due over any period, Permittee shall promptly pay Airport the amount underpaid for such payment period, and shall promptly reimburse Airport for all costs incurred in the conduct of such audit, inspection, or review. Failure by Permittee to pay any arrearages or make any reimbursement within thirty (30) days of receipt of demand for payment or reimbursement to the Airport, shall constitute an event of default. The Airport reserves the right to determine the time and frequency of such audits, inspections or reviews.
- (c) **Airport Custody of Records.** Where Airport has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Permittee's business, Airport may, by written request by any officers, require that custody of the records be given to Airport and that the records and documents be maintained in the Airport's Administrative Offices. Access to such records and documents shall be granted to any party authorized by Permittee, Permittee's representatives, or Permittee's successor-in-interest; or as required by law including without limitation the Wisconsin Public Records Law.

- (d) **Other Information.** Permittee shall furnish Airport with such other financial or statistical reports as Airport Director, from time to time may reasonably require.
- (e) **Geo-Fence.** The TNC shall demonstrate to the Airport Director that the TNC has established a Geo-Fence to manage its business at the Airport and shall notify affiliated Participating Drivers of the establishment of said Geo-Fence. The Geo-Fence shall be comprised of one or more polygons whose points are geographic coordinates, the same to be subject to the approval by the Airport Director or his/her designee.
- (f) **Participating Driver Information.** Each Participating Driver will maintain information on his or her smartphone or other device while using the TNC's digital network that will be used in lieu of a tangible Airport decal or placard. This information will allow the Airport to confirm the following information for any Participating Driver or Vehicle using the TNC's digital network while on Airport grounds:
 - i. Driver identity and color photo;
 - ii. Vehicle make and model;
 - iii. License plate number;
 - iv. Certificates of insurance; and
 - v. The electronic equivalent of a waybill.

8-182. Vehicle Requirements

- (a) **Identification.** Non-TNC Permittees shall report to the Airport Director all of the information requested on the Application for each Vehicle operating at the Airport prior to allowing such Vehicle to operate at the Airport.
- (b) **Appearance.** Unless expressly permitted by Airport Director, all non-TNC Permittee Vehicles operated at the Airport shall conform to the Vehicle Requirements set forth in the Rules and Regulations. TNCs shall abide by Section 440 of the Wisconsin Statutes.
- (c) **Operator Category Marking.** If Permittee is operating as more than one category of Ground Transportation Provider, Permittee's Vehicles must be marked so that Airport Customers may easily distinguish the particular Vehicle's type of operation.
- (d) **Vehicle Condition.** All Vehicles must be maintained in good and safe mechanical condition and otherwise in compliance with the Wisconsin Vehicle Code or Section 440 of the Wisconsin Statute for TNCs. In addition, all Vehicles must be clean, smoke free, and free of any significant visible damage and must have hubcaps and door handles and all equipment required by the Wisconsin Vehicle Code, if applicable. The Airport reserves the right to perform initial and periodic Vehicle inspections to determine that

Vehicles are in compliance with standards set forth in the Permit, the Wisconsin Vehicle Code, and Section 440 of the Wisconsin Statutes, as applicable. Airport Director, at Airport Director's discretion, may inspect Vehicles prior to issuance of the Permit and may withhold a Permit if the Vehicle condition is not satisfactory.

- (e) **Insurance.** During the term of the Permit, Permittee shall obtain and maintain, or shall cause to be obtained and maintained at its sole cost and expense, policies of insurance coverage required by the Aviation Board and set forth in the Rules and Regulations, on terms and conditions and in amounts as required by Airport. Any Vehicle operated on the Airport by or on behalf of Permittee must be covered by such insurance policy. Permittee shall provide evidence that each Vehicle is still covered by insurance upon Airport's reasonable request. Airport shall not be obligated to take out insurance on Permittee's property. Permittee shall provide Airport with certificates of insurance or copies of all policies and endorsements required by Airport.

- (f) **Vehicle Identification Decal and Transponder.** Non-TNC Vehicles shall display a Vehicle Identification Decal placed at a location as prescribed by the Airport Director. TNC Vehicles may display their company logo as required by company policy; if a company logo is not available an Airport issued Vehicle Identification Decal may be required to be displayed.

The Airport Director may require Permittee to affix a transponder or similar device as part of an Automated Vehicle Identification (AVI) System. The cost of the AVI unit and installing or replacing the transponder shall be borne by Permittee. The Airport or its agent will be responsible for instructing Permittee on where to install the AVI unit on Permittee's Vehicle.

8-183. Indemnity, Waiver, and Assumption of Risk

Permittee shall abide by any and all Rules and Regulations, as may be amended from time to time, regarding the Permittee's indemnification of Airport, its officers, employees, and agents; Permittee's waiver of any and all claims or causes of action against Airport, its officers, employees and agents; and Permittee's assumptions of risk.

8-184. Revocation or Suspension of Permit; Denial of Access.

Airport may revoke or suspend the Permit if Permittee at any time fails to conform to its terms, provisions and conditions. Upon such suspension or revocation of the Permit by Airport, all rights, powers and privileges of Permittee hereunder shall cease. Airport will not be deemed to have suspended or revoked the Permit in the absence of service of written notice upon Permittee to that effect. Appeals of any entity operating as a Commercial Ground Transportation Provider whose Permit has been denied, revoked or suspended may be made to the Aviation Board. The

Application or Renewal Fee shall be forfeited upon revocation of the Permit and must be paid again in full prior to the issuance of any new Permit to Permittee.

In addition to all other grounds for suspension or revocation set forth in the Permit itself or the Rules and Regulations, grounds for revocation or suspension of the Permit for a violation of its terms and conditions shall include, but are not limited to, each of the following failures to conform:

- (a) Permittee fails duly and punctually to pay the Trip Fee, or the Application Fee pursuant to the Provisions contained in Section 4.1, or to make any other payment required hereunder, when due to Airport; or
- (b) Permittee attempts to transfer its interest under the Permit or any part thereof by reason of death, operation of law, assignment, sublease or otherwise, to any other person, firm or corporation; or
- (c) Permittee fails to keep, perform and observe each and every other term, condition and provision set forth in the Permit, including submission of reports requested herein, and such failure continues for a period of more than thirty (30) days after delivery by Airport Director of a written notice of such failure to conform; or
- (d) Permittee uses or gives its permission to any person to use any portion of Airport, or Terminal used by Permittee under the Permit, for any illegal purpose; or
- (e) Permittee falsifies records of operations which would be eligible for Trip Fee consideration, through such acts as (but not limited to):
 - i. Instructing or suggesting to an Airport Customer that he/she provide any false information relating to the pick-up or drop-off of the Airport Customer;
 - ii. Providing false information to Airport personnel;
 - iii. Submitting to Airport officials records of operations and/or Waybills in an altered or fictitious form; or
 - iv. Tampering with an AVI transponder or deliberate avoidance of AVI readers to prevent accurate trip accounting.
- (f) Permittee fails to comply with the Rules and Regulations; or
- (g) Permittee has not paid all fees and charges or taxes required to be paid to Airport in order to conduct the Commercial Ground Transportation Activity at the Airport; or

- (h) Permittee does not possess all current and valid certifications, licenses, federal, state or local government approvals or other authorizations, or required insurance necessary to engage in Commercial Ground Transportation Activity at the Airport.

8-185. Monetary Damages.

In the event Airport elects to revoke or suspend the Permit, Permittee shall pay to Airport an amount equal to the sum of:

- (a) All amounts owing at the time of revocation or suspension on account of Permittee's violation of any term, condition, or provision of the Permit including but not limited to unpaid fees plus any interest or late fees due thereon on all such amounts from the date due until paid;
- (b) Any other amount to compensate Airport fully for all detriment proximately caused by Permittee's failure to conform to the Permit and applicable Laws or which in the ordinary course would likely result there from.

8-186. Penalties for Operating Without a Permit.

Any person, entity, company, or operation, including a Participating Driver, who attempts to offer Commercial Ground Transportation Services at Airport or attempts to rent a car to another at Airport without the requisite Permit will be subject to a fine of up to \$100 per day they offered or attempted to offer such services without a Permit, plus any other amount to compensate Airport fully for any detriment proximately caused by the failure to obtain a Permit.

Any person, entity, company, or operation found to be offering Commercial Ground Transportation Services without a Permit after previously being fined by Airport shall be prohibited from obtaining a Permit for at least one year from the date of the second violation and for as long thereafter as Airport Director deems necessary in his or her sole discretion.

For any violations or contingencies not specifically covered by these Rules and Regulations, the Airport Director is authorized to make such rules and render such decisions as may seem proper.

8-187. Effective Date.

Permits required pursuant to this Chapter shall be required as of the first day of the first month following adoption. This ordinance shall become effective upon passage and publication.



**LA CROSSE REGIONAL AIRPORT
LA CROSSE, WISCONSIN**

**GROUND TRANSPORTATION RULES AND REGULATIONS
FOR
COMMERCIAL GROUND TRANSPORTATION SERVICES PERMIT
AT
LA CROSSE REGIONAL AIRPORT**

ADOPTED AUGUST 20, 2018

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS 1

ARTICLE 2 - TERM OF PERMIT 4

ARTICLE 3 - USE AND PRIVILEGES BY GROUND TRANSPORTATION

PROVIDERS 4

 3.1 **Use** 4

 3.2 **Limitations on Use** 4

 3.3 **Relocation of Operations** 6

 3.4 **No City Guarantee of Business** 6

 3.5 **Personnel** 6

 3.6 **Signs and Advertising** 6

ARTICLE 4 - FEES AND CHARGES 6

 4.1 **Permit Fees** 6

 8.4 **No Waiver by City** 8

 4.2 **Provision of Information** 8

ARTICLE 5 - BOOKS AND RECORDS 8

 5.1 **Maintain Records** 9

 5.2 **Inspection of Records** 9

 5.3 **City Custody of Records** 9

5.4 **Other Information** 9

ARTICLE 6 - VEHICLE REQUIREMENTS 9

 6.1 **Identification** 9

 6.2 **Appearance** 9

 6.3 **Operator Category Marking** 9

 6.4 **Vehicle Condition** 9

 6.5 **Vehicle Identification Decal and Transponder** 10

ARTICLE 7 - INDEMNITY 10

 7.1 **Permittee's Indemnification** 10

 7.2 **Permittee's Assumption of Risk** 11

ARTICLE 8 - WAIVER 11

 8.1 **Waiver by Permittee** 11

 8.2 **Reimburse City's Costs** 11

 8.3 **Assumption of Risk From Flights** 11

ARTICLE 9 - REVOCATION OR SUSPENSION OF PERMIT 12

ARTICLE 11 - CITY'S ENFORCEMENT OF PERMIT PROVISIONS 13

ARTICLE 12 - MONETARY DAMAGES	13
ARTICLE 13 - REPRESENTATIONS AND WARRANTIES AND COVENANTS	14
ARTICLE 14 - AIRPORT SECURITY	14
ARTICLE 15 - GRANT AGREEMENT COVENANTS	15
ARTICLE 16 - TRANSFERS	17
16.1 <u>Non-transferability</u>	17
ARTICLE 17 - NOTICES	17
ARTICLE 18 - HAZARDOUS MATERIALS - PROHIBITIONS AND RESTRICTIONS	18
18.1 <u>Definition of Hazardous Materials</u>	18
18.2 <u>Permittee's Operations Coming Onto Airport</u>	18
ARTICLE 19 - TAXES, CHARGES AND ASSESSMENTS	19
19.1 <u>Taxes and Other Charges</u>	20
19.2 <u>Tax Indemnification</u>	20
19.3 <u>Possessory Interest</u>	20
ARTICLE 20 - INSURANCE	20
ARTICLE 21 - MISCELLANEOUS	20
21.1 <u>Bailee Disclaimer</u>	20
21.2 <u>Consent</u>	20
21.3 <u>Controlling Law</u>	20
21.4 <u>Counterparts</u>	21
21.5 <u>Headings</u>	21
21.6 <u>Resolutions</u>	21
21.7 <u>Severability</u>	21
21.8 <u>Time of Essence</u>	Error! Bookmar
21.9 <u>Venue</u>	21

Exhibits:

A - Approved Locations for Pick-up and Drop-Off

B – Insurance

C – Fees and Charges

SECTION 1 - DEFINITIONS

The words and phrases as used in this Rules and Regulations shall have the following meanings, unless the context clearly indicates otherwise:

"Airport" is defined in Chapter 8-83 of the Municipal Code.

"Airport Customer" means any user of the Airport who proposes to use a ground transportation provider's services, including, without limitation, for parcel delivery or pick-up.

"Airport Director" means the City's Airport Director, or such person as may be designated to carry out the duties of Airport Director under the permit.

"Application" means the form "Ground Transportation Permit Application" approved by the Aviation Board, as duly and accurately completed by Permittee prior to the issuance of a Permit, as the terms of such Application may be amended from time to time pursuant to written agreement executed by both Permittee and City.

"Automatic Vehicle Identification System (AVI)" means a system for the automatic tracking of Vehicle movement on the Airport roadways and in or on parking facilities, which may include, without limitation, the placement of a transponder or other device upon a Vehicle.

"Business Day" means any calendar day except Saturday, Sunday and any other day observed as a legal holiday by the City of La Crosse. For purposes of the permit, if the time in which any act is to be performed falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the following business day.

"City" means the municipal corporation known as the City of La Crosse, in the County of La Crosse, State of Wisconsin, and any successor thereto. City shall also mean the person, division, department, bureau, or agency as may from time to time be expressly designated by the Council to exercise functional authority and control over given areas of responsibility with respect to rights and obligations of City under the Permit.

"Commencement Date" is defined on Airport Director's signature page of the permit.

"Commercial Ground Transportation Provider" is any person or entity that provides ground transportation services including, but not limited to, Ground Transportation Shuttles, Shuttle Companies, Taxicabs, Taxicab Service Providers, Transportation Network Companies, and Participating Drivers.

"Commercial Uses" is defined under Commercial Ground Transportation Services in Chapter 1-2 of the Municipal Code.

"Day" means any calendar day, unless a Business Day is specified.

"Expiration Date" is defined on the Airport Director's signature page.

“Geofence” is a virtual geographic boundary, defined by GPS technology that enables software to trigger a response when a mobile device enters or leaves a particular area.

“Ground Transportation Shuttle” is a vehicle used in the transportation of passengers to or from the airport to another airport or location for which a fee is provided for transportation services.

“Hotel Shuttle” is a vehicle used in the transportation of passengers from an area hotel or other place of overnight occupancy to the airport or from the airport to the hotel or place of overnight occupancy.

"Laws" means any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other governmental agency or authority having jurisdiction over the parties in effect either at the time of execution of the permit or at any time during the term of the permit, including, without limitation, any regulation or order of a quasi-official entity or body.

"Municipal Code" means the La Crosse Municipal Code of Ordinances, as amended from time to time.

“Participating Driver” is defined in Section 440.40(3) of the Wisconsin Statutes.

"Permit" means this Commercial Ground Transportation Permit for Commercial Ground Transportation Providers coming onto La Crosse Regional Airport.

"Permittee" means the entity defined on page 1 of the Permit. Unless the context requires otherwise, any reference to Permittee shall be construed to include any of Permittee's drivers, employees, representatives and other agents.

"Provision" means any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the permit that defines or otherwise controls, establishes, or limits the performance required or permitted by either party. All Provisions, whether covenants or conditions, which are applicable to Permittee, shall be deemed to be both covenants and conditions.

"Rules and Regulations" means those La Crosse Regional Airport Ground Transportation Rules and Regulations which the Aviation Board now or hereafter enacts, and as may be amended from time to time, attached hereto as **EXHIBIT A**.

"Solicitation" means the uninvited initiation of a conversation or other uninvited contact by a driver, other employee, representative or agent (whether formal or informal) of any Commercial Ground Transportation Provider with any person, for the purpose of enticing or persuading said person to use any service or facilities provided by the Commercial Ground Transportation Provider or any affiliate of any Commercial Ground Transportation Provider.

"**Tax**" shall mean and include any assessment, license, charge, fee, imposition, or levy imposed by any governmental body.

"**Taxicab**" is a passenger vehicle, such as cars and limousines, for hire, used to transport passengers on public streets and not operated on a fixed route or published schedule but not operated as a "TNC Vehicle" (see below). The charge for use of a taxicab is determined by a taximeter.

"**Taxicab Services Provider**" is a Commercial Ground Transportation Provider who transports passengers in a Taxicab.

"**Terminal**" means the airport terminal building and related parking facility at 2850 Airport Road, La Crosse Wisconsin.

"**Transportation Network Company**" or "**TNC**" is defined in Section 440.40(6) of the Wisconsin Statutes.

"**Transportation Network Services**" is defined in Section 440.40(7) of the Wisconsin Statutes.

"**TNC Vehicle**" is any vehicle used by a Participating Driver while providing TNC Services.

"**Trip**" A Vehicle shall be considered to have made one Trip each time the Vehicle uses the Airport for pick-up or drop-off activities.

"**Trip Fee**" means a fee established by the Aviation Board for each Trip of Permittee's Vehicle(s), payable to the City.

"**Vehicle**" means any automobile, truck, van, bus, limousine, motorcycle, bicycle, and other wheeled conveyances (except aircraft), operated by a Commercial Ground Transportation Provider, in which any person or property can be transported upon land.

"**Vehicle Identification Decal**" means a decal issued by the Airport to be placed on each permitted Commercial Ground Transportation Provider's Vehicle to identify those Vehicles approved to operate on Airport premises.

SECTION 2 - TERM OF PERMITS

The term of Permits shall commence at 12:01 a.m. on the Commencement Date set forth on the issued Permit and shall expire on the Expiration Date set forth on the issued Permit unless earlier suspended or revoked in accordance with these rules and regulations. In no event shall the Permit be renewed unless (i) Permittee is in compliance with all terms and conditions of the permit, (ii) the Airport has received the Administrative Fee in full and (iii) Permittee and Airport have executed an extension to the permit, in form and substance acceptable to Airport.

There shall be no refunds for Permittees who cease operations during the Permit term whether voluntarily or through revocation or suspension of the Permit nor if a given Taxicab or Shuttle is no longer owned or operated during the Permit year.

SECTION 3 - USE AND PRIVILEGES BY GROUND TRANSPORTATION PROVIDERS

3.1 **Use.** Airport hereby authorizes Permittees for the Term, and subject to all the terms, conditions and covenants of the Permit, to provide service to Airport Customers for one of the following services, as indicated on the Application and at specific locations as specified by the Airport Director on **EXHIBIT A**, as such locations may be changed by the Airport Director: (i) for Taxicab Services Providers, making Pre-arranged passenger pick-ups and drop-offs at the approved areas of the Terminal, (ii) for Taxicab Services Providers or Shuttle Companies making on-demand and pre-arranged passenger pickups at the approved areas of the Terminal and (iii) for all other Commercial Ground Transportation Providers, pick-ups and drop-offs of passengers and their baggage at the specified locations and curbs of the Terminal. Permittee shall use approved Vehicles as specified on the Application or as otherwise expressly approved by Airport Director in writing, in accordance with the terms and conditions contained in the Permit.

3.1.1 Permittee understands and agrees that the rights and privileges conferred to it under the Permit are non-exclusive and do not establish or vest in Permittee any right to preferential use of Airport facilities relative to other commercial users of the Airport, nor do they restrict the Airport from granting exclusive or priority uses of Airport facilities to others.

3.1.2 Permittee agrees that the Airport may publish or disseminate any information provided by Permittee about schedules, routes, rates and charges. Airport shall not be liable to Permittee for any inadvertent errors in the information published or disseminated. Permittee shall indemnify and hold harmless Airport from any claims or costs arising from inaccuracies in the information provided by Permittee to Airport and/or Permittee's failure to follow the schedules or routes provided to Airport.

3.2 **Limitations on Use.** Permittee's use of the terminal and the Airport shall be limited as follows:

3.2.1 Permittee shall not do or permit anything to be done in, on, or about the terminal, or the Airport, nor bring or keep or permit to be brought or kept therein, anything which is

prohibited by or will in any way conflict with any Laws now in force or which may hereafter be enacted or promulgated, or which is prohibited by a standard form of fire insurance policy or will in any way increase or affect the then existing rate of any fire or other insurance required to be carried upon the Airport, or the terminal, or any part thereof, or any of their contents, or which will cause a cancellation of any insurance policy covering the Airport, or the terminal or any part thereof or any of their contents.

3.2.2 Permittee shall not do or permit anything to be done in, on, or about the terminal or the Airport or to omit to do that which will in any way obstruct or interfere with the rights of other occupants located in, on, or at the Airport or the terminal (provided such other occupants' rights are not in conflict with Permittee's rights).

3.2.3 Permittee shall not commit, cause, maintain, or permit or suffer, or allow to be committed, caused, maintained, or permitted, any legal waste upon the Terminal or the Airport, nor any public or private nuisance, nor any other act or thing which may disturb the quiet enjoyment of any other tenant, licensee, invitee, or person using or occupying any portion of the Terminal or the Airport.

3.2.4 Permittee, or any agents or employee of Permittee, shall not engage in any Solicitation either within or outside of the Airport terminal or on any other Airport property.

3.2.5 Permittee and Permittee's drivers, employees, representatives and other agents shall comply with all Laws, including, without limitation, the Rules and Regulations.

3.2.6 Permittee's drivers, employees, representatives or other agents shall not enter the terminal buildings or leave the Vehicle except to assist in loading baggage, as permitted by the Rules and Regulations or unless leaving the Vehicle is necessary for a pre-arranged passenger pickup or parcel pick-up or delivery. Nothing herein allows any driver to leave any Vehicle to be left unattended, unless specifically allowed under the permit or the Rules and Regulations.

3.2.7 The Airport reserves the right to construct or designate (through Airport Director) areas where Permittee's Vehicles shall be parked when not actively loading or unloading passengers. Permittee shall pay the fees established by the Aviation Board for use of such areas.

3.2.8 Any changes in Permittee's service levels at the Airport must be submitted in writing to Airport Director, including but not limited to, the type of Vehicle used, schedule changes, and frequency of operation. Any proposed changes must be submitted to the Airport Director at least thirty (30) days prior to the proposed implementation date. The Airport Director shall provide Permittee with the reasons for any denial of proposed change in service levels. If Airport Director has not approved or denied such request within thirty (30) days of receipt, the request shall be deemed approved.

3.2.9 Airport may interrupt or suspend Permittee's activities at the Airport and Permittee's use of the Airport if, in Airport's sole discretion, such interruption or termination is necessary in the interest of public safety. Permittee hereby waives any

claim against the Airport for damages or compensation should its activities be interrupted or suspended for any period.

3.3 **Relocation of Operations.** In the event that implementation of the Airport's requirements for the Airport necessitates the relocation of Permittee's pick-ups and drop-offs at the Airport, Permittee shall relocate all or part of its Ground Transportation Provider operations on the Airport in an expeditious manner and only as may be permitted, directed or required by the Airport Director.

3.4 **No Airport Guarantee of Business.** By issuing the Permit, Airport does not make, and has not made, any representation, warranty, assurance, or guaranty that the uses to which Permittee will put its Commercial Ground Transportation Provider operation will generate any minimum, maximum, or optimum volume of airline or other passenger traffic business, or that any minimum, maximum, or optimum volume of airline or other passenger traffic business will occur.

3.5 **Personnel.** All drivers, employees, representatives and other agents of Permittee shall conduct themselves in a professional manner and be courteous to the public, passengers, and Airport employees or representatives. Obscene gestures or language, threats, or physical harm, or fighting on the Airport and any gambling, athletic events, drinking of alcoholic beverages by on-duty personnel, possession of or being under the influence of illegal drugs or alcohol is expressly prohibited.

3.6 **Signs and Advertising.** Permittee shall not install, erect, affix, paint, display or place or permit the installation, erection, affixation, painting, display or placement of any sign, lettering, or other advertising device or media in, on, or about the Airport, the Terminal, or any portion thereof, without the prior written consent of the Airport Director. Any and all signs, lettering or other advertising device or media, or any replacement thereof, which may be permitted by the Airport Director shall be subject to, and comply with, Airport signing standards now in effect or as may be hereafter modified or amended. Permittee shall remove or cause the removal at its sole cost and expense of such items on or before the Expiration Date or any earlier termination date, without injury or damage to or defacement of any part of the Terminal, or the Airport. Permittee agrees to promptly restore to their original condition those portions of the Terminal, or the Airport on which the materials referenced herein are attached, or at the Airport Director's option, pay for the costs of restoration performed by Airport's personnel upon demand of Airport.

SECTION 4 - FEES AND CHARGES

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

4.1.1 **Application Fee.** Permittee shall pay to Airport a non-refundable Application Fee in the amount set forth by the Aviation Board. The Application Fee shall be due and payable upon submission of the Application. The Application will not be accepted without the Application Fee.

4.1.2 **Renewal Fee.** Permittee shall pay to Airport an annual renewal fee to keep their permit active. Non-renewal of a permit will result in a new application fee and subsequent charges.

4.1.3 **Trip Fee.** Permittee, if required, shall pay to Airport a Trip Fee for each Trip in an initial amount established by the Aviation Board, in accordance with the payment procedures specified below.

4.1.4 **Equipment Fee.** Permittee shall pay to Airport an equipment fee, as set by the Aviation Board, for each AVI reader utilized.

4.1.5 **Establishment of Fees and Charges.** Any fees and charges for the conduct of Commercial Ground Transportation Provider operations are established by the Aviation Board, **Exhibit C**, and may be modified or amended from time to time. Permittee shall be obligated to pay such fees and charges as established by the Aviation Board and as modified.

4.1.6. **Payment.**

A. **Trip Fee and Trip Statement.**

1. **For Hotel Shuttles**

Hotel Shuttles shall be exempt from trip fees.

2. **For Ground Transportation Shuttles, Non-TNC Operations, or TNC Operations utilizing AVI -**

Permittee's Trip Fee payment is due and payable no later than 30 days after the date of Airport's invoice. Such fee shall be delinquent if not received by the due date. Airport shall calculate the Trip Fees due from the Trip activity recorded by the AVI system.

If requested by the Airport Director, Permittee shall deliver with payment, in a form with detail satisfactory to the Airport, a statement of Permittee's Trips, showing the number of Trips made each day, the total of Trips for the month and the total Trip Fees due from Permittee for such month. Said statement shall be in a format and contain other information as reasonably specified by the Airport Director and shall be certified by an authorized official of Permittee, attesting to the accuracy of the information contained therein. The Airport Director reserves the right to conduct periodic Vehicle Trip audits in addition to monitoring by the AVI system and to adjust Permittee's monthly Trip Fees.

3. **For TNC Operations not utilizing AVI –**

Permittee shall deliver with payment, in a form with detail satisfactory to the Airport, a statement of Permittee's Trips, showing the number of pick-up and drop-off Trips made each day, based on the use of a Geofence, the total number of Trips for the month and the total Trip Fees due from Permittee for such month. Said statement shall be in a format and contain other information as reasonably specified by the Airport Director and shall be certified by an authorized official of Permittee, attesting to the accuracy of the

information contained therein. Said statement and payment shall be due no later than the 15th day of the month following the activity. The Airport Director reserves the right to conduct periodic Vehicle Trip audits and to adjust Permittee's month trip fees.

- B. **Late Payment or Report.** Permittee shall pay Airport a Delinquent Report Fee of fifteen dollars (\$15) per day for each day that **ANY:**
1. Statement of Trips or Gross revenues is not timely received by Airport.
 2. Monthly Trip Statement is not timely received by the Airport.

Permittee shall pay a late payment fee equal to one percent (1%) per month of any late payment. The one percent (1%) late payment fee shall be charged to Permittee on the first day of delinquency and for each month thereafter that such payment or portion thereof is not timely received by Airport until full payment is received by Airport. The assessment of a late payment fee or Delinquent Report Fee shall be in addition to any other remedies Airport may have under the Permit, or at law or in equity, including interest on amounts not paid when due at the maximum rate allowed by law. Notwithstanding any right or remedy of Airport on account of such nonpayment, the obligation to pay the outstanding amounts of any fee or charge shall survive the suspension or revocation of the Permit.

- C. **Place of Payment.** Any payments due hereunder shall be payable in lawful money of the United States, to the La Crosse Regional Airport at 2850 Airport Road, La Crosse, WI 54603 or to such person or at such place as Airport may designate from time to time in writing, free from all claims, demands, set-offs, or counter-claims of any kind against Airport. Payment must include the name of Permittee as stated in the permit.
- D. **No Waiver by Airport.** The acceptance of the Trip Fee or any other fee or charge hereunder by Airport shall not be deemed to be a waiver of any preceding violation by Permittee of any provision of the Permit, other than the failure of Permittee to pay such installment of the Trip Fee or such other fee or charge so accepted, regardless of Airport's knowledge of such preceding or subsequent violation at the time of acceptance of such fee or the waiver of any other right or remedy allowed in law or in equity. The consent or approval by Airport to any act of Permittee requiring Airport's approval shall not be deemed to waive or render unnecessary the need for Airport's consent to or approval of any subsequent similar act of Permittee.

4.2 **Provision of Information.** Permittee in consideration of the execution of the Permit shall provide the information set forth in the Application before execution of the Permit, and shall verify its completeness and accuracy. If Permittee desires Airport to renew the Permit, Permittee shall provide in writing to Airport any changes to the information in the Application, no later than twenty eight (28) calendar days prior to the expiration of the permit.

SECTION 5 – TNC BOOKS AND RECORDS

5.1 **Maintain Records.** Permittees operating as TNCs without AVIs shall maintain for a period of not less than three (3) years or, in the event of a claim by Airport, until such claim of Airport for payments herein shall have been fully ascertained, fixed and paid, separate and accurate daily records of operations at the Airport, showing in detail all Trips taken at the Airport, all business done or transacted in, on, about or from the Airport or pertaining to Permittee's operations relating to Airport Customers, and entries in any such records or books shall be made at or about the time the Trips occur.

5.2 **Inspection of Records.** In the event of any audit, inspection, or review of Permittee's books, ledgers, or records by the Airport disclose an underpayment by Permittee of any consideration due, Permittee shall pay immediately the amount of such underpayment together with interest from the time such consideration was due at the rate of one percent (1%) per month or the maximum rate then allowed by law, whichever is greater. Should any audit, inspection, or review by the Airport disclose an underpayment by Permittee in excess of one percent (1%) of the consideration due over any period, Permittee shall promptly pay Airport the amount underpaid for such payment period, and shall promptly reimburse Airport for all costs incurred in the conduct of such audit, inspection, or review. Failure by Permittee to pay any arrearages or make any reimbursement within thirty (30) days of receipt of demand for payment or reimbursement to the Airport, shall constitute an event of default. The Airport reserves the right to determine the time and frequency of such audits, inspections or reviews.

5.3 **Airport Custody of Records.** Where Airport has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Permittee's business, Airport may, by written request by any of the above-named officers, require that custody of the records be given to Airport and that the records and documents be maintained in the Airport's Administrative Offices. Access to such records and documents shall be granted to any party authorized by Permittee, Permittee's representatives, or Permittee's successor-in-interest; or as required by law including without limitation the Wisconsin Public Records Law.

5.4 **Other Information.** Permittee shall furnish Airport with such other financial or statistical reports as Airport Director, from time to time may reasonably require.

SECTION 6 - VEHICLE REQUIREMENTS

6.1 **Identification.** Non-TNC Permittees shall report to the Airport Director all of the information requested on the Application for each Vehicle operating at the Airport prior to allowing such Vehicle to operate at the Airport.

6.2 **Appearance.** Unless expressly permitted by Airport Director, all non-TNC Permittee Vehicles operated at the Airport shall conform to the Vehicle Requirements set forth in these Rules and Regulations. TNCs shall abide by Section 440 of the Wisconsin Statutes.

6.3 **Operator Category Marking.** If Permittee is operating as more than one category of Commercial Ground Transportation Provider, Permittee's Vehicles must be marked so that Airport Customers may easily distinguish the particular Vehicle's type of operation.

6.4 **Vehicle Condition.** All Vehicles must be maintained in good and safe mechanical condition and otherwise in compliance with the Wisconsin Vehicle Code or Section 440 of the Wisconsin

Statute for TNCs. In addition, all Vehicles must be clean, smoke free, and free of any significant visible damage and must have hubcaps and door handles and all equipment required by the Wisconsin Vehicle Code, if applicable. The Airport reserves the right to perform initial and periodic vehicle inspections to determine that Vehicles are in compliance with standards set forth in the Permit, the Wisconsin Vehicle Code, and Section 440 of the Wisconsin Statutes, as applicable. Airport Director, at Airport Director's discretion, may inspect Vehicles prior to issuance of the Permit and may withhold a Permit if the vehicle condition is not satisfactory.

6.5 Vehicle Identification Decal and Transponder. Non-TNC Vehicles shall display a Vehicle Identification Decal placed at a location as prescribed by the Airport Director. TNC Vehicles may display their company logo as required by company policy; if a company logo is not available an Airport issued Vehicle Identification Decal may be required to be displayed.

The Airport Director may require Permittee to affix a transponder or similar device as part of an Automated Vehicle Identification (AVI) System. The cost of the AVI unit and installing or replacing the transponder shall be borne by Permittee. The Airport or its agent will be responsible for instructing Permittee on where to install the AVI unit on Permittee's Vehicle.

6.6 Vehicle Operations (Loading/Unloading). All Permittee vehicles must adhere to the following operational requirements:

- A. All Taxicab Service Providers utilizing Geo-Fence systems and Hotel Shuttles shall utilize the marked spaces in front of the terminal designated for Commercial Ground Transportation Providers.
- B. All Taxicab Service Providers and Ground Transportation Providers utilizing the AVI system shall utilize the designated stalls for Commercial Ground Transportation Providers in the short term parking lot.
- C. Vehicles are permitted to utilize a space as long as necessary to actively pick-up or drop-off a pre-arranged passenger. Vehicles may wait no longer than 10 minutes for a pre-arranged passenger when not actively loading or unloading before they are considered a no-show. Vehicles loitering in a space longer than 10 minutes will be subject to a fine and possible loss of Permit privileges. Entry and exit of the Terminal loop will result in a Trip Fee regardless if a passenger is picked up or dropped off. Vehicles may queue in the Cell Phone lot prior to pick up without a charge.

SECTION 7 - INDEMNITY

7.1 Permittee's Indemnification. Permittee, for and on behalf of its directors, officers, employees and agents, covenants and agrees to indemnify, defend and hold harmless Airport, its officers, employees and agents, from and against any and all claims, demands, liabilities, losses, costs, expenses, penalties, suits, judgments or damages, arising out of or resulting at any time from any injury or death to person or damage to property as a result of the willful or negligent act or omission of Permittee, its officers, employees, or agents, or which results from their noncompliance with any Laws respecting the condition, use, occupation or safety of the Airport or the Terminal, or any part thereof, or which arise from Permittee's failure to do anything required under the permit or for doing anything which Permittee is required not to do under the Permit, except as may arise from the active negligence or the willful misconduct of Airport, its officers, employees or agents. This provision shall survive termination of the permit.

7.2 **Permittee's Assumption of Risk.** Permittee covenants that it shall voluntarily assume any and all risk of loss, damage or injury to the person or property of Permittee, its directors, officers, employees, agents, and contractors which may occur in, on, or about the Terminal, or the Airport at any time and in any manner, except such loss, injury, or damage as may be caused by the active negligence or the willful misconduct of Airport, its officers, employees or agents.

SECTION 8 - WAIVER

8.1 **Waiver by Permittee.** As a material part of the consideration to be rendered by Permittee to Airport under the Permit, Permittee waives any and all claims or causes of action against Airport, its officers, employees and agents which Permittee may now or hereafter have at any time for damage to Permittee's property located in, on, or about the Airport or the Terminal, and for injury to or death of any person occurring in, on or about the Terminal or the Airport from any cause arising at any time, except as may arise from the active negligence or the willful misconduct of Airport, its officers, employees and agents.

In addition to the foregoing, except as shall arise out of the active negligence or the willful misconduct of Airport, its officers, employees and agents, Permittee specifically waives any and all claims or causes of action which it may now or hereafter have against Airport, its officers, employees and agents for any loss, injury or damage arising or resulting from any act or omission of any licensee, other permittee, sublicensee, or concessionaire of the Terminal or the Airport, or any person who uses the Terminal or the Airport with or without the authorization or permission of Airport.

8.2 **Reimburse Airport's Costs.** In the event that Permittee fails to abide by, or violates the Permit, Airport may (but shall have no obligation to), upon condition that Airport shall act for the account and at the expense of Permittee and without a waiver of such violation, perform any act which, if performed by Permittee, would otherwise cure the violation. If, in so doing, Airport is required or elects to pay any money or do any act which will require the payment of any money or the incurring of any cost or expense, Permittee covenants and agrees to reimburse Airport the sum or sums of money so paid or incurred by Airport, together with interest at the maximum interest rate then allowed by law, plus costs and damages, as part of its fees and charges, immediately upon receipt of Airport's invoice therefore. The failure to timely pay the same shall constitute an event of default. Nothing in this section shall relieve Permittee's obligation to pay any late fee or interest or extend the due date of any payment owed by Permittee.

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

8.3.1 From the flight of any aircraft of any and all kinds now or hereafter flown in, through, across, or about any portion of the air space over the Airport or the Terminal; or

8.3.2 From noise, vibration, currents and other effects of air, illumination, and fuel consumption, or fear thereof, arising or occurring from or during such flight, or from or during the use by aircraft of the Airport, including but not limited to, landing, storage,

repair, maintenance, operation, run-up, and take-off of such aircraft, and the approach and departure of aircraft to or from said Airport.

SECTION 9 - REVOCATION OR SUSPENSION OF PERMIT

Airport may revoke or suspend the Permit if Permittee at any time fails to conform to its terms, provisions and conditions. Upon such suspension or revocation of the Permit by Airport, all rights, powers and privileges of Permittee hereunder shall cease. Airport will not be deemed to have suspended or revoked the permit in the absence of service of written notice upon Permittee to that effect. Revocation or suspension of the permit may be appealed to the Aviation Board. The Application Fee shall be forfeited upon revocation of the Permit and must be paid again in full prior to the issuance of any new Permit to Permittee.

In addition to all other grounds for suspension or revocation set forth in the Permit itself or the Municipal Code grounds for revocation or suspension of the Permit for a violation of its terms and conditions shall include, but are not limited to, each of the following failures to conform:

9.1 Permittee fails duly and punctually to pay the Trip Fee, or the Application or Renewal Fee pursuant to the Provisions contained in Section 4.1, or to make any other payment required hereunder, when due to Airport; or

9.2 Permittee attempts to transfer its interest under the Permit or any part thereof by reason of death, operation of law, assignment, sublease or otherwise, to any other person, firm or corporation; or

9.3 Permittee fails to keep, perform and observe each and every other term, condition and provision set forth in the Permit, including submission of reports requested herein and such failure continues for a period of more than thirty (30) days after delivery by Airport Director of a written notice of such failure to conform; or

9.4 Permittee uses or gives its permission to any person to use any portion of Airport, or Terminal used by Permittee under the Permit, for any illegal purpose; or

9.5 Permittee falsifies records of operations which would be eligible for Trip Fee consideration, through such acts as (but not limited to):

9.5.1 Instructing or suggesting to an Airport Customer that he/she provide any false information relating to the pick-up or drop-off of the Airport Customer;

9.5.2 Providing false information to Airport personnel;

9.5.3 Submitting to Airport officials records of operations and/or Waybills in an altered or fictitious form;

9.5.4 Tampering with an AVI transponder or deliberate avoidance of AVI readers to prevent accurate trip accounting.

In the event Airport determines Permittee has deliberately misled Airport as to the appropriate Trip Fees, Airport may, in addition to any other right or action available, charge

Permittee interest from the date of diversion at the lesser of (i) the rate of one and one-half percent (1-1/2%) per month or (ii) at the maximum rate then allowed by law on the total amount of diverted revenue which is otherwise applicable to the Trip Fee from the date of diverted revenues; or

9.6 Permittee fails to comply with these Rules and Regulations; or

9.7 Permittee has not paid all fees and charges or taxes required to be paid to Airport in order to conduct the Commercial Ground Transportation Activity at the Airport; or

9.8 Permittee does not possess all current and valid certifications, licenses, federal, state or local government approvals or other authorizations, or required insurance necessary to engage in Commercial Ground Transportation Activity at the Airport; or

SECTION 10 - AIRPORT'S ENFORCEMENT OF PERMIT PROVISIONS

If Permittee fails to conform to any of the terms, provisions or conditions of the Permit, then Airport may elect to take any action available to it in law or in equity including but not limited to:

- A. Allow the Permit to continue in full force and effect and enforce all of Airport's rights and remedies hereunder, including, without limitation, the right to collect fees as they become due together with any interest or late fees due thereon; or
- B. Suspend or revoke the Permit without prejudice to any other remedy or right of action for arrearage of fees.

SECTION 11 - MONETARY DAMAGES

In the event Airport elects to revoke or suspend the Permit, Permittee shall pay to Airport an amount equal to the sum of:

11.1 All amounts owing at the time of revocation or suspension on account of Permittee's violation of any term, condition, or provision of the Permit including but not limited to unpaid fees plus any interest or late fees due thereon on all such amounts from the date due until paid;

11.2 Any other amount to compensate Airport fully for all detriment proximately caused by Permittee's failure to conform to the Permit and applicable Laws or which in the ordinary course would likely result there from.

SECTION 12 – PENALTIES FOR OPERATING WITHOUT A PERMIT

12.1 Any person, entity, company, or operation, including a Participating Driver, who attempts to offer Commercial Ground Transportation Services at Airport or attempts to rent a car to another at the Airport without the requisite Permit will be subject to a fine of up to \$100 per day they offered or attempted to offer such services without a Permit, plus any other amount to compensate Airport fully for any detriment proximately caused by the failure to obtain a Permit.

Any person, entity, company, or operation found to be offering Commercial Ground Transportation Services without a Permit after previously being fined by Airport shall be prohibited from obtaining a Permit for at least one year from the date of the second violation and for as long thereafter as Airport Director deems necessary in his or her sole discretion.

For any violations or contingencies not specifically covered by these Rules and Regulations, the Airport Director is authorized to make such rules and render such decisions as may seem proper.

SECTION 13 - REPRESENTATIONS AND WARRANTIES AND COVENANTS

13.1 Permittee represents warrants and covenants with respect to the Permit and any amendment hereto as follows:

13.1.1 That Permittee has the power and authority to enter into the Permit with Airport, that the Aviation Board has given the Airport Director such power and authority to enter into the Permit and bind Permittee, that the Permit shall be executed, delivered and performed pursuant to the power and authority conferred by the Aviation Board and be binding upon Permittee, and that the individual executing the Permit is duly authorized to do so.

13.1.2 That there are no unresolved claims or disputes between Permittee and Airport.

13.1.3 That Permittee shall furnish true and accurate financial statements, records, reports, resolutions, certifications, and other information as may be requested from Permittee by Airport from time to time during the term of the permit.

13.1.4 That Permittee is in compliance with all local, state, and federal Laws related to the operation of Permittee's business.

13.1.5 That Permittee shall comply with these Rules and Regulations.

SECTION 14 - AIRPORT SECURITY

14.1 Permittee agrees that it shall indemnify and hold harmless Airport from and against, and agrees to pay or reimburse Airport for any fine levied by the United States Federal Aviation Administration or Transportation Security Administration against Airport for any violation of federal airport security regulations caused by or attributable to Permittee, its directors, officers, employees or agents. Permittee shall observe all applicable federal, state, and Airport laws and procedures on the observation of security at airports.

14.2 Permittee shall faithfully observe and comply with all Rules and Regulations and all reasonable modifications thereof and additions thereto from time to time as may be promulgated by the Airport Director on Airport's behalf.

14.3 Permittee shall be solely responsible for any vandalism or theft at the Airport by its drivers, employees, representatives or other agents. Airport shall be responsible only for general

security throughout the Airport and shall not be liable for any vandalism that may occur to Permittee's Vehicles.

SECTION 15 - GRANT AGREEMENT COVENANTS

15.1 Permittee acknowledges that Airport is subject to Federal Grant Agreement obligations as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to, and agrees to be bound by, the following covenants provided by the Federal Aviation Administration, as they may apply to Permittee:

15.1.1 Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on any areas occupied or utilized by Permittee and described in the Permit for a purpose for which a Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to title 49, Code of Federal Regulations, DOT Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

15.1.2 Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities, (2) that in the construction of any improvements on, over, or under any areas occupied or utilized by Permittee and the furnishings of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Permittee shall use any areas occupied or utilized by Permittee in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the regulations may be amended.

15.1.3 That in the event of breach of any of the above non-discrimination covenants, Airport shall have the right to terminate the Permit and to reenter and repossess any areas occupied or utilized by Permittee and the facilities thereon, and hold the same as if said Permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR, Part 21, are followed and completed including expiration of appeal rights.

15.1.4 Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service. Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

15.2 Non-compliance with 15.1, above, shall constitute a material breach thereof and in the event of such non-compliance Airport shall have the right to terminate the Permit without liability therefore or at the election of the Airport of La Crosse or the United States, either or both Governments shall have the right to judicially enforce 15.1 above.

15.2 Permittee agrees that it shall insert the above five (5) provisions of 15.1 in any agreement by which Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the permitted premises.

15.3 Permittee assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This section obligates Permittee or its transferee for the period during which federal assistance is extended to the Airport, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this Section obligates Permittee or any transferee for the longer of the following periods: (a) the period during which the property is used by Airport or any transferee for a purpose for which federal assistance is extended, or for any purpose involving the provision of similar services or benefits; or (b) the period during which Airport or any transferee retains ownership or possession of the property. In the case of contractors from the bid solicitation period through the completion of the contract.

15.4 The Airport reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Permittee and without interference or hindrance.

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

15.6 The Permit shall be subordinate to the provisions and requirements of any existing or future agreement between the Airport and the United States, relative to the development, operation or maintenance of the Airport.

15.7 There is hereby reserved to the Airport, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.

15.8 Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any structure or building is planned for the location(s) of its activities, or in the event of any planned modification or alteration of any present or future building or structure situated at the Airport.

15.9 Permittee by accepting the Permit, agrees for itself, its successors and assigns that it will not make use of the Airport in any manner which might interfere with the landing and taking off of aircraft from La Crosse Regional Airport or otherwise constitute a hazard. In the event this

covenant is breached, Airport reserves the right to enter upon any areas occupied by Permittee and cause abatement of such interference at the expense of Permittee.

15.10 It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. Section 1349a).

15.11 The permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

15.12 Permittee, by accepting the Permit expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on any areas occupied or utilized by Permittee to a height above the mean sea level that would exceed FAR Part 77 standards or elevations affecting the Airport navigable airspace. In the event the aforesaid covenants are breached, Airport reserves the right to enter upon any area utilized by Permittee and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Permittee.

15.13 In the event that the Federal Aviation Administration requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to the Permit, Permittee agrees to consent in writing upon the request of Airport to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of the Permit as may be reasonably required to enable Airport to obtain Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Permittee hereunder. A failure by Permittee to so consent shall constitute a breach of the permit.

SECTION 16 - TRANSFERS

16.1 **Non-transferability.** The Permit is personal to Permittee and Permittee may not assign, transfer, license, convey, or sell the permit, or any rights of Permittee hereunder, whether voluntarily or by operation of law.

16.1.1 Any transfer in violation of the Provisions of this Section shall be void and shall entitle Airport, at its option, to terminate the Permit, and the acceptance of the Trip Fee or any other fee or charge by Airport or the continuation of the Ground Transportation Provider operations by Permittee or the proposed transferee shall not be deemed a waiver of Airport's right to terminate the permit on account of Permittee's failure to secure the Airport Director's prior written consent.

SECTION 17 - NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other, shall be in writing and shall be sufficiently given and served upon the other party if (i) personally served, or (ii) if sent by United States certified mail, return receipt requested, postage prepaid, or (iii) if sent by express delivery service, or (iv) in the case of facsimile, (608) 789-7469, during the normal

business hours of the receiving party and followed by delivery of hard copy of the material sent by facsimile, by standard U.S. mail service or in accordance with (i), (ii) or (iii) herein. Personal service shall include, without limitation, service by delivery service and service by electronic facsimile. Delivery of notices properly addressed shall be deemed complete when the notice is physically delivered to an employee of the party to be served. The notice need not be physically delivered by the delivery person to the individual to whom the notice is addressed.

If to Airport, the same shall be addressed to:

Airport Airport Director
La Crosse Regional Airport
2850 Airport Road
La Crosse, WI 54603

or to such other places as Airport may designate in writing.

If to Permittee, the same shall be addressed to the address set forth on the Permit, or such other place as Permittee may designate in writing.

SECTION 18 - HAZARDOUS MATERIALS - PROHIBITIONS AND RESTRICTIONS

18.1 **Definition of Hazardous Materials.** As used in the Permit, the term "Hazardous Materials" shall mean any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing risk of injury to health, safety, and property, including petroleum and petroleum products, and including all of those materials and substances designated as hazardous or toxic presently or in the future by the U.S. Environmental Protection Agency, the Wisconsin Water Quality Control Board, the U.S. Department of Labor, the Wisconsin Department of Industrial relations, the Wisconsin Department of Health Services, the Wisconsin Health and Welfare Agency in connection with the Safe Water and Toxic Enforcement Act of 1986, the U.S. Department of Transportation, the U.S. Department of Agriculture, the U.S. Consumer Product Safety Commission, the U.S. Department of Health, Education and Welfare, the U.S. Food and Drug Administration or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. Without limiting the generality of the foregoing, the term "Hazardous Materials" shall include all of those materials and substances defined as "Toxic Materials" in Section 66680 through 66685 of Title 22 of the Wisconsin Code of Regulation, Division 4, Chapter 30, as the same shall be amended from time to time.

18.2 **Permittee's Operations Coming Onto Airport.** In conducting its operations as they occur on the Airport, Permittee shall abide and be bound by all of the following requirements:

18.2.1 Permittee shall comply with all federal, state, and local Laws, requirements and policies now or hereinafter in effect relating to Hazardous Materials and environmental conditions on, under or about the Airport including, but not limited to, soil and groundwater conditions, and shall not contaminate the Airport or the subsurface with any Hazardous Material.

18.2.2 Permittee shall restrict its use of Hazardous Materials when it comes onto the Airport to those kinds of materials that are normally used in operating vehicles e.g., petroleum and petroleum products, antifreeze or batteries, and shall utilize any such Hazardous Materials in a safe and prudent manner. Disposal of any Hazardous Materials at or under the Airport is strictly prohibited.

18.2.3 Permittee shall be solely and fully responsible for the reporting of Hazardous Materials releases to the appropriate public agencies, when such releases are caused by or result from Permittee's activities on the Airport. Permittee shall immediately notify Airport of any release of Hazardous Materials, whether or not the release is in quantities that would otherwise be reportable to a public agency.

18.2.4 Permittee shall be solely and fully responsible and liable in the event Permittee causes or permits Hazardous Materials to be released at the Airport, or to enter the Airport's sewerage or storm drainage system, or groundwater. Permittee shall take all necessary precautions to prevent any Hazardous Materials from entering into the Airport's sewerage, storm drainage system, or the groundwater, or from being released on the Airport. If at any time a release of Hazardous Materials is discovered on the Premises, the Airport, Airport's sewerage or storm drainage system, or the groundwater, or there is the danger of a release of Hazardous Materials, Permittee, at Permittee's sole cost and expense, shall remove such Hazardous Materials from the Airport or the groundwater underlying the Airport, or the Airport's storm drainage and sewerage system in accordance with requirements of all appropriate governmental authorities. In addition to all other rights and remedies of Airport hereunder, if such release of Hazardous Materials is not removed from the Airport or the groundwater underlying the Airport by Permittee within ninety (90) days after Permittee, Airport, or other third party discovers such Hazardous Materials, Airport, in its discretion, may pay to have same removed and Permittee shall reimburse Airport within five (5) days of Airport's demand for payment.

18.2.5 Permittee shall indemnify and hold Airport harmless from and against all loss, damage, liability (including all foreseeable and unforeseeable consequential damages) and expense (including, without limitation, the cost of any required cleanup and remediation of the Hazardous Materials) which Airport may sustain as a result of the presence or cleanup of Hazardous Materials on the Airport or the subsurface. After notice from Airport, and at the discretion of Airport, Permittee shall cease its activities at the Airport until such release or the danger of release of Hazardous Materials is cured. Airport's decision to require Permittee to cease activities may be based on factors such as whether Permittee's continued activities may result in a subsequent release of Hazardous Materials, whether ceasing activities may aid the Airport in determining the extent of liability of Permittee or may aid the Airport in cleanup and remediation of the Hazardous Materials.

18.2.6 Permittee's obligations under this SECTION 17 shall survive the expiration or earlier revocation or suspension of the permit.

SECTION 19 - TAXES, CHARGES AND ASSESSMENTS

19.1 **Taxes and Other Charges.** Permittee covenants to pay before delinquency, and without notice or demand, any and all taxes or charges which shall be levied, imposed, or assessed against Permittee, Permittee's property, Permittee's interest in its operations or possession of its assets, or for which Permittee may become liable under the Provisions of the permit. Any such payment made under this Section shall not reduce the amount of the Trip Fee or any other fee that is required to be paid by Permittee to Airport under the Provisions of the Permit. Permittee shall promptly pay any penalty or other charge which may be due and payable to Airport or any other party or governmental entity in connection with the Permit and all rights and privileges granted hereunder.

19.2 **Tax Indemnification.** Permittee agrees to protect, defend, indemnify and hold harmless Airport from and against any expense or damage resulting in whole or in part, directly or indirectly, from such contest or proceeding, and further agrees to protect, defend, indemnify and hold harmless Airport, and the Airport and any improvements thereon, from and against any liability, loss, or damage resulting in whole or in part, directly or indirectly, from any tax or charge required to be paid by Permittee, from any other sums imposed thereon, and from any proceedings to enforce the collection of any tax or charge for which Permittee may be liable.

19.3 **Possessory Interest.** Permittee acknowledges that the Permit is not intended to, but may create a possessory interest in Permittee's operation onto the Airport, and that such interest may give rise to a real estate or possessory interest tax; in that event, Permittee agrees to pay such tax if and when it is due without any credit or offset to the Trip Fee or such other fees or charges, that are due and payable to Airport hereunder.

SECTION 20 - INSURANCE

20.1 During the term of the Permit, Permittee shall obtain and maintain, or shall cause to be obtained and maintained at its sole cost and expense, the policies of insurance coverage described in **EXHIBIT B**, on terms and conditions and in amounts as required by Airport. Any Vehicle operated on the Airport by or on behalf of Permittee must be covered by such insurance policy. Permittee shall provide evidence of that each Vehicle is still covered by insurance upon Airport's reasonable request. Airport shall not be obligated to take out insurance on Permittee's property. Permittee shall provide Airport with certificates of insurance or copies of all policies and endorsements required by Airport.

SECTION 21 - MISCELLANEOUS

21.1 **Bailee Disclaimer.** The parties understand and agree that Airport in no way purports to be a bailee, and is therefore not responsible in any way for any damage to Permittee's property or the property of Permittee's contractors, agents, employees and invitees.

21.2 **Consent.** Whenever in the Permit the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

21.3 **Controlling Law.** Except as federal law may apply, the parties agree that the Permit shall be governed and construed by and according to the laws of the State of Wisconsin.

21.4 **Counterparts.** The Permit may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

21.5 **Headings.** The paragraph headings are not a part of the Permit and shall have no effect upon the construction or interpretation of any part of the Permit.

21.6 **Resolutions.** Permittee shall submit a copy of any corporate resolution, where required, which authorizes any Airport Director or officer to act on behalf of Permittee or which authorizes Permittee to enter into the permit.

21.7 **Severability.** If a court of competent jurisdiction finds or rules that any provision of the Permit is void or unenforceable, the remaining provisions of the Permit shall remain in effect.

21.8 **Venue.** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be had in a state court in the City of La Crosse or in a United States District Court of Wisconsin.

EXHIBIT A

APPROVED LOCATIONS FOR PICK-UP AND DROP-OFF AT AIRPORT

EXHIBIT B

INSURANCE

Non-TNC Permittees shall maintain in effect during the term of the Permit, the policies of insurance in the amounts as required by any Federal, State or Local laws or Regulatory Agencies, now in effect or hereafter enacted. A Permittee not regulated by the above mentioned Federal, State or local Regulatory Agencies shall maintain in effect during the term of the Permit the policies of insurance in the amounts as designated below.

Notification from any Federal, State or Local Regulatory Agency of the expiration, revocation, or cancellation of the required policies of insurance in the amount required by said Agency may result in the suspension and/or revocation of the Permit.

1. Automobile Liability.

A COMPREHENSIVE BUSINESS AUTO policy with a minimum limit of not less than the amounts listed below, combined single limit for bodily injury and property damage, and providing at least all of the coverage listed below:

	<u>Amount of Coverage</u>
Taxicabs -	\$300,000
Vehicles with seating cap of 7 passengers or less -	\$750,000
Vehicles with seating cap of 8 passengers through 15 passengers, inclusive -	\$1,000,000
Vehicles with seating cap of 16 passengers or more	\$2,000,000

- a. Coverage shall be applicable to any and all leased, owned, hired or non-owned Vehicles used pursuant to Permit operations.
- b. Any and all mobile equipment, which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy, if Permittee has such a policy.

2. **Endorsements.** All of the following endorsements are required to be made a part of each of the above required policies as stipulated below (and any Excess Liability policy shall be identified on the Certificate of Insurance in the "following form"):

- a. "The City of La Crosse, its employees, officers, agents and contractors are hereby added as additional insured as respects premises leased or licensed to, and operations permitted to, Permittee under the Permit."
- b. "This policy shall be considered primary insurance as respects any other valid and collectible insurance that the Airport of La Crosse may possess, including any self-insured retention Airport may have, and any other insurance the Airport does possess shall be considered excess insurance only."

- c. "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This will not act to increase the limit of liability of the insuring company."
- d. "Thirty (30) days' prior written notice of a material revision, nonrenewal or cancellation shall be given to the Airport of La Crosse in the event of cancellation or nonrenewal of this policy for whatever reason before the same may become effective." Such notice shall be sent to: La Crosse Regional Airport, 2850 Airport Road, La Crosse, WI 54603.
- e. Include as 'Certificate Holder', La Crosse Regional Airport, 2850 Airport Road, La Crosse, WI 54603.
- f. Endorsement No. 4 (30 days' notice) listed above is the only endorsement required to be made a part of the Workers' Compensation and Employers' Liability policy.
- g. Airport requests, but does not require, that Permittee include the above referenced endorsements in any Commercial General Liability policy that Permittee may have.

3. **Schedule Auto.** For "Scheduled Auto" type of coverage, Permittee's insurance company must send a list of vehicles covered under the policy prior to the commencement of operation and must send revised list of vehicles covered under the policy within 30 days of any change in the list of covered vehicles.

4. **Proof of Coverage.** Copies of all the required endorsements shall be attached to the Certificate of Insurance which shall be provided by Permittee's insurance company or companies as evidence of the stipulated coverage. This Proof of Insurance shall then be mailed to the La Crosse Regional Airport, 2850 Airport Road, La Crosse, WI 54603.

5. **Review of Coverage.** These insurance requirements shall be subject to annual review by the Airport Director. If the Airport Director should require any change in coverage, any such change shall be noticed in writing by Airport to Permittee and Permittee shall comply with the notice of change within thirty (30) days of the date of receipt of this notice.

6. **Acceptability of Insurance.** Insurance is to be placed with insurers acceptable to the Airport Director.

7. **Waiver of Subrogation.** Airport and Permittee hereby mutually agree that so long as their respective insurance carriers concur, any fire and extended coverage insurance policies carried on properties which are the subject of the permit shall include a waiver of subrogation against the other party hereto, provided that such agreement applies only to subsequent loss.

EXHIBIT C

FEES AND CHARGES

Initial Application Fee – (includes Vehicle inspection, identification tag, account setup, AVI equipment for one Vehicle, and posting on airport transportation/hotel board in the Terminal and the Airport’s website)

Taxicab, Ground Transportation Shuttles, and TNC Commercial Ground Transportation Providers

\$250.00 fixed fee + \$30.00 per additional vehicle (includes AVI equipment)

Or

\$1,000.00 unlimited vehicles using approved Geo-fence system

Hotel Shuttle Providers

\$200.00 fixed fee per vehicle

AVI Equipment Tag Fee Per Vehicle **After** Initial Application - \$30.00 per vehicle

Replacement Lost/Damaged AVI Equipment Tag Fee - \$30.00 per vehicle

Replacement Malfunctioning/Battery AVI Equipment Tag Fee - \$30.00 per vehicle

Move Existing AVI Equipment to New Vehicle – No Charge

Trip Fee

Taxicab, Ground Transportation Shuttles, and TNC Commercial Ground Transportation Providers

\$4.00 per trip (entry/exit airport premises regardless if dropping off or pickup up)

Hotel Shuttle Providers

\$0.00 per trip (entry/exit airport premises regardless if dropping off or pickup up)

Annual Application Renewal Fee

Taxicab, Ground Transportation Shuttles, and TNC Commercial Ground Transportation Providers

\$250.00 fixed fee

Hotel Shuttle Providers

\$200.00 fixed fee per vehicle

All service providers will be listed on Airport signage and the Airport website as authorized transportation companies/hotels.