

**CITY OF LA CRESCENT  
2019 MOTOR VEHICLE LEASE**

**WHEREAS**, the City of La Crescent, "Lessor" owns a bus designed for public transportation,

**WHEREAS**, the La Crosse Municipal Transit Utility, "Lessee" wishes to lease said bus in order to provide service under the contract known as Agreement between the City of La Crosse Municipal Transit Utility and the City of La Crescent, Minnesota pertaining to public transportation by bus.

**NOW, THEREFORE**, it is agreed by and between Lessor and Lessee, as follows:

The Lessor shall and does hereby lease the following vehicle to the Lessee for a period commencing from January 1, 2019 through December 31, 2019:

<u>Year:</u>	<u>Make:</u>	<u>Model:</u>	<u>VIN Number:</u>
2015	Arboc	Spirit of Mobility	1GB6G5BL2F1131397

per the following terms and conditions:

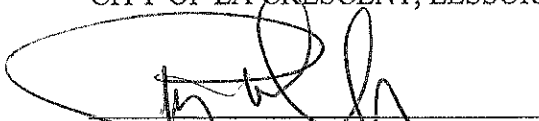
1. Lessee shall lease said vehicle and operate the same in accordance with applicable state and local laws and pursuant to the operating requirements set forth above.
2. Title to the vehicle shall be in the name of the City of La Crescent.
3. The vehicle shall primarily be used by the Lessee for the purpose of providing transportation under the Agreement referred to above.
4. The Lessee shall immediately notify the Lessor if the vehicle is no longer used for the purpose described herein. The Lessee shall also keep satisfactory records with regard to use of the equipment and submit to the Lessor upon request such information as may be required by the Lessor to assure compliance.
5.
  - a. The Lessor will be responsible for all major mechanical repairs beyond the scope of the warranty unless such repairs are caused by the acts or omissions of Lessee. Repairs and vehicle delivery shall be at the La Crosse Municipal Service Center located at 2000 Marco Drive, La Crosse.
  - b. The Lessee shall perform preventative maintenance on the vehicle at a level no less than the manufacturer's recommended specifications. The vehicle shall be maintained in good operating order.

court orders or actions or when both parties agree that a new contract would better meet their particular needs than the existing terms and conditions of this contract. This contract, or any part thereof, shall not be construed to supersede the lawful power or duties of either party.

12. The expense incurred with connection to the lease of this vehicle, except as otherwise provided, including but not limited to, insurance, oil, minor maintenance, etc., shall be the sole responsibility of the Lessee.
13. Lessor shall be responsible for acquiring all necessary vehicle licenses and registration. Lessee shall insure that no one drives the vehicle unless duly licensed under the laws of the State of Wisconsin. Lessee shall inspect the licenses of the person who is to operate the vehicle to insure that said person is properly licensed.
14. The Lessee may not make any vehicle or equipment modifications without the written consent of the Lessor. Equipment shall be attached or deleted as not to cause vehicle damage.
15. Only approved exterior or interior identification may be applied to the leased vehicle.
16. In the event that the leased vehicle is inoperable, Lessee is responsible for providing the service that would have been provided with the leased vehicle.
17. Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the use and operation of aforesaid vehicle.

Dated this 28<sup>th</sup> day of December, 2018.

CITY OF LA CRESCENT, LESSOR

  
Mikel Poellinger, Mayor

  
Bill Waller, City Administrator

CITY OF LA CROSSE, LESSEE

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Tim Kabat, Mayor

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Adam Lorentz, Transit Manager