

LEGAL DEPARTMENT
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**STIPULATION REGARDING THE CITY OF LA CROSSE'S NONRENEWAL OF
SINKOSS USA LLC D/B/A BULLET CAB'S PUBLIC VEHICLE LICENSE**

Background and Context

The City of La Crosse has sought to not renew the Bullet Cab's public vehicle license due to a zoning conflict. La Crosse Municipal Code §10-623(b)(10) requires that in order to have a public vehicle license, the place of business must be in a district zoned for business, public vehicle storage, and maintenance.

The Department of Building and Inspections, based on its investigation, has determined that the primary business location for Bullet Cab is 2461 15th Street South. This address is zoned as a residential-2 district and is unsuitable for a public vehicle business.

Agreement

The Legal Department and Mian Ahmad, owner and operator of Bullet Cab, have reached the following resolution:

- (1) Bullet Cab Agrees That 2709 South Avenue (Or Any Other Appropriately Zoned Location) Will Be Used as the Actual, Official Location of Business;
- (2) Bullet Cab Will Eliminate 2641 15th Street South as a Business Address by Updating the Wisconsin Department of Financial Institutions, Changing Its Facebook Page, and Contacting Advertisers;
- (3) Bullet Cab Agrees That All Business Mail Will Go to 2709 South Avenue Address or Post Office Box;
- (4) Bullet Cab Agrees That Any Business Related Deliveries, Package Pick-up to Occur at 2709 South Avenue Office;
- (5) Bullet Cab Agrees to Keep Business Related Documents at 2709 South Avenue Location (Employee Records, Taxes, Insurance, Bills, etc.);
- (6) Bullet Cab Agrees to Update and Disclose with City Assessor in Reference to Personal Property Taxes;
- (7) Bullet Cab Agrees to Install the Necessary Equipment to Operate Its Business from the 2709 South Avenue Location (e.x. operable phone);
- (8) Bullet Cab Agrees to Conduct Any Staffing Activity, Such as Interviews, Meetings, Terminations, Shift Changes, Etc. at Either 2709 South Avenue Location or at Other Appropriate Non Residential Location;

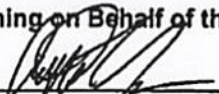
- (9) Bullet Cab Agrees that Mr. Ahmad Will Hold Regular Business Hours at 2709 South Avenue, Monday-Friday, 12:00 p.m. – 8:00 a.m.;**
- (10) Bullet Cab Agrees to Have Employees Conduct All Work Related Activity at 2709 South Avenue Location (e.x. dropping off documents, picking up check, etc.);**
- (11) Bullet Cab Agrees That Employees Will Not Park on 15th Street South for Any Business Related Purpose;**
- (12) Bullet Cab Agrees That It Will Only Have a Total of Two Cabs at the Residence at Any Time, and Any Bullet Cab Vehicle Will Be Parked in the Driveway and/or Garage. No Overnight Parking of Any Bullet Cab Vehicle Along the Street Is Permitted;**
- (13) Bullet Cab Agrees That No Business Vehicle Maintenance Will Occur at the Residence, Including, But Not Limited to Vehicle Cleaning, Adding of Air or Fluids, Part Replacement (Batteries, Filters, Lights, Windshield Wipers, Etc.);**
- (14) Bullet Cab Agrees Not to Place Any Business Related Signage at the 15th Street South Location;**
- (15) Bullet Cab Agrees to Instruct/Require Its Employees That Any Vehicle Maintenance Must Occur at Appropriately Zoned Locations and Not at Any Other Residentially Zoned Location;**
- (16) Bullet Cab Agrees to Make All Good Faith Efforts to Conduct All Its Business Activity at the 2709 South Avenue Location;**
- (17) Bullet Cab Agrees to Allow Building and Inspections Access to Business and Residence to Determine if Business Activity is Continuing at the Residence and/or Business Activity is Not Occurring at the 2709 South Avenue Location;**
- (18) The Legal Department Agrees to Recommend the Renewal of Bullet Cab's Public Vehicle License.**

Additionally, both the legal department and Bullet Cab understand the following:

- (1) This agreement is NOT an exception to the City of La Crosse's zoning or conditional use permit ordinances;**
- (2) The City of La Crosse expects and requires that business activity at 2641 15th Street South will cease, and further business operations will be consistent with the City's ordinances;**
- (3) This agreement would apply to any other location Bullet Cab may relocate to provide that location is an appropriately zoned location;**
- (4) Violation of this agreement will result in the City pursuing revocation of the public vehicle business license and/or possible non-renewal of the public vehicle license;**
- (5) In order to receive the 2015 license, Bullet Cab must be in compliance as determined by Buildings and Inspections with this agreement before December 30, 2014;**
- (6) Finally, Bullet Cab agrees to plead guilty to City of La Crosse Citation No. N1286535 (residence district zoning violation) with a total forfeiture of \$502.00 (\$350.00, plus costs). The City agrees then to dismiss Citation No.'s N1286537 (residence district zoning violation issued to Mian Ahmad, N1286536 and N1286538 residence district zoning violation issued to Bruce Wendling, 2641 15th Street South property owner).**

Signature of Parties

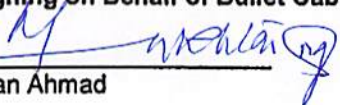
Signing on Behalf of the City's Legal Department:



Crystal L. Jensen
La Crosse Assistant City Attorney

12/10/14
Date

Signing on Behalf of Bullet Cab:



Mian Ahmad

12/11/14
Date