

**LEASE AND LICENSE AGREEMENT
BETWEEN
THE CITY OF LA CROSSE
AND JEFFERSON PARTNERS, LP**

THIS AGREEMENT is made and entered into this 1st day of February 2020, by and between the City of La Crosse (hereinafter "CITY"), located at 400 La Crosse Street, La Crosse, WI 54601, and Jefferson Partners, L.P. (hereinafter "COMPANY"), located at 2100 E. 26th Street, Minneapolis, MN 55404.

WITNESSETH

In consideration of the mutual terms, agreements and covenants herein contained, it is agreed by and between the parties hereto as follows:

Section I — Term

1.1 The term of this Agreement shall be for an initial term of one (1) year commencing on the 1st day of February 2020 and terminating on the 30th day of January 2021. After the initial term, this Agreement shall renew for additional one (1) year terms for a total of four additional years and not to extend beyond the 30th day of January 2025. Either of the parties hereto may terminate this Agreement at any time and for any reason upon thirty (30) days written notice to the other party or as otherwise provided in this Agreement.

Section II — Purpose and Description of Premises

2.1 CITY will rent and lease unto COMPANY office space to operate a Transit Ticket Office, located within the facilities of the Grand River Station (hereinafter "Station"), 314 Jay Street, La Crosse, WI, and consisting only of exclusive use locations as designated on Exhibit A, which is attached hereto and incorporated herein by this reference. At the termination of this Agreement said locations shall be returned to the same condition as existed prior to entering into this Agreement, ordinary wear and tear excepted.

2.2 CITY hereby grants unto COMPANY a non-exclusive license for the use of the portions of the Station as designated on Exhibit A, which is attached hereto and incorporated herein by this reference, as shared use portions of the facilities including but not limited to waiting area, staging area, loading and unloading area and certain storage areas.

2.3 COMPANY shall be responsible for operating the ticket counter currently contained within the Station for the exclusive purpose of bus ticket sales and related activities surrounding the activities of COMPANY related to the inter-city operation of a public transportation system. In addition to ticket sales for COMPANY, COMPANY hereby agrees to sell bus passes and tokens for the La Crosse Municipal Transit Utility (hereinafter "MTU") and provide bus information to MTU bus customers, on behalf of the CITY.

Minimum Hours of Operation:

Monday through Friday: 12:00 PM - 4:00 PM

Saturday and Sunday: 12:00 PM – 4:00 PM

Holidays: Station will be closed on all CITY approved holidays

MTU Hours of Operation at Grand River Station:

Monday through Friday: 6:00 AM – 10:00 PM

Saturday: 10:00 AM – 7:00 PM

Sunday: 10:00 AM – 6:00 PM

2.4 COMPANY agrees and accepts the leased and licensed premises “as is” and acknowledges that it has inspected the leased and licensed premises and determined it to be suitable for COMPANY’S use. COMPANY acknowledges and agrees that CITY has not made and does not make any representations or warranties, express or implied, either oral or written, with respect to the physical or structural condition of the leased and licensed premises. COMPANY also acknowledges and agrees that CITY has not made and does not make any representations or warranties, express or implied, either oral or written, with respect to income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability or fitness of the leased and licensed premises for a particular purpose, all of which warranties CITY hereby expressly disclaims. COMPANY is relying entirely upon information and knowledge obtained from its own investigation, experience or personal inspection of the leased and licensed premises.

Section III — Compensation

3.1 As rental for said leased and licensed premises, COMPANY shall pay to CITY the following monthly sums, an amount which includes heat, electricity, and water:

- Year No. 1: Monthly rent of \$350.00
- Year No. 2: Monthly rent of \$350.00
- Year No. 3: Monthly rent of \$375.00
- Year No. 4: Monthly rent of \$375.00
- Year No. 5: Monthly rent of \$400.00

All other utilities shall be solely the responsibility of COMPANY, which shall fully pay such utilities promptly. CITY shall not be liable to COMPANY for any interruption in utility service.

3.2 Each monthly rent sum shall be payable on the first day of each and every month during the term hereof. Said rentals shall be paid at the Office of the Treasurer, 400 La Crosse Street, 2nd Floor, La Crosse, WI 54601. All rentals required from COMPANY to CITY shall accrue interest at the rate of 18% annum from and after their due date until paid.

Section IV — Termination

4.1 In addition to the termination provision set forth in Section I, CITY shall have the right to terminate this Agreement and all portions hereof upon failure of COMPANY to make any of the payments of rent and at the times herein stated, by serving or mailing unto the COMPANY, a three-day notice to quit, after which time, this Agreement shall terminate without further notice to COMPANY.

Section V — Insurance and Indemnity

5.1 COMPANY shall protect, defend, indemnify and hold CITY, La Crosse Municipal Transit and its employees, agents, and representatives completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines and demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney fees, court costs and expert fees), of every nature whatsoever arising out of or incident to this Agreement, COMPANY'S activities and operations hereunder, and/or the use or occupancy of the leased or licensed premises or the acts or omissions of COMPANY'S officers, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur. COMPANY shall give CITY reasonable notice of any such claims or actions. COMPANY shall also use counsel reasonably acceptable to CITY in carrying out its obligations hereunder. The provisions of this numbered Section shall survive the expiration or early termination of this agreement.

5.2 COMPANY shall obtain and maintain, at its sole cost and expense, in full force and effect throughout the term of this Agreement insurance with an insurance company licensed to do business in the State of Wisconsin, approved by the State of Wisconsin and acceptable to the CITY. All companies will be required to be rated A-VI or better by A.M. Best, or A or better by Standard and Poor's. The insurance shall be issued in the standard form approved by the State Board of Insurance. COMPANY shall provide CITY with proof of such insurance so required prior to the commencement of any work contemplated under this Agreement. Any policy shall name the City of La Crosse and its employees as additional insureds, and shall include a 30-day written cancellation notice provision to: Municipal Transit Utility, 2000 Marco Drive, La Crosse, WI 54601. The CITY reserves the right to review these insurance requirements during the term of this agreement, and to adjust insurance coverage and their limits when deemed necessary and prudent by the CITY or its insurance advisor, based upon changes in statutory law, court decisions, or the claims history of the industry or the licensee.

5.3 COMPANY shall obtain and maintain, at its sole cost and expense, the following

insurance coverage and the respective policies thereof shall cover all risks related to the use of the Station and all other risks associated with this Agreement:

- Commercial General Liability Insurance of not less than \$2,000,000.00 per occurrence. Coverage shall include but not be limited to the following: bodily injury, personal injury, property damage, premises operations, independent contractors, products/completed operations, contractual liability, explosion/collapse/underground property damage insurance shall be provided on an occurrence basis, be as comprehensive as the current Insurance Services Office (ISO) policy, and have no exclusion by endorsement.
- Automobile Liability Insurance of not less than \$2,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement.
- Umbrella Liability Insurance of not less than \$5,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability.
- Worker's Compensation Insurance and Employees' Liability Insurance of not less than the Wisconsin statutory limits.

Section VI — Sublease/Assignment

6.1 COMPANY shall not assign, sublet or transfer its interests or obligations under the provisions of this Agreement, or any of the rights or privileges herein stated, without the prior written consent of CITY. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto.

Section VII — General Terms

7.1 The COMPANY, for itself, its heirs, personal representative, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on the said property described herein for a purpose for which a Department of Transportation program or activity is extended or another purpose involving the provision of similar services or benefits, the COMPANY shall maintain and operate such facilities and service in compliance with all other requirements imposed pursuant to 49 CPR 21, Non discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

7.2 The COMPANY, for itself, its personal representatives, successors, in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation, denied the benefits of or be otherwise subjected to discrimination the use of said facilities, (2) that in construction of any improvements on, over, or under such land and the furnishing 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 subjected to

discrimination, (3) that the COMPANY shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. It is the policy of the Department of Transportation that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in any subcontracting opportunities.

7.3 COMPANY hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 26 on the grounds of race, color, national origin or sex.

7.4 COMPANY hereby assures that it will include the above clauses in any and all CITY approved subleases or assigns, if any. If a sublease or assign is approved, the sublessee has no right to further sublet or assign its interests.

7.5 CITY shall maintain and keep in repair the Station, its facilities, and grounds in good condition and general repair and all publicly owned facilities of the Station, together with the right to direct and control all repair activities of the COMPANY.

7.6. CITY shall provide custodial services to clean and maintain a professional atmosphere at the Station, its facilities, and grounds.

7.7 In the event COMPANY is conducting business at the Station outside of the normal operating hours of the MTU and with the permission of CITY, COMPANY shall be responsible for snow removal in the areas of the facilities and grounds utilized by COMPANY.

7.8 CITY reserves the right to further develop or improve the site and all publicly-owned facilities of the Station as it sees fit, regardless of the desires or views of COMPANY, and without interference or hindrance.

7.9 CITY reserves the right to take any action it considers necessary to protect the staging bus lane approaches of the Station against obstruction, together with the right to prevent COMPANY from erecting or permitting to be erected, any building or other structure on the Station which in the opinion of CITY would limit the usefulness of the Station or constitute a safety hazard or be aesthetically displeasing in the sole opinion and determination of the CITY.

7.10 It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Station.

7.11 There is hereby reserved to CITY, its successors and assigns, all rights of and privileges appurtenant to ownership not specifically granted hereunder to COMPANY. These rights include but are not limited to, free and unrestricted right of access for transit coaches and other transit vehicles owned, operated or leased by CITY now or in the future, free and unrestricted right of access for transit passengers to the Station via paved sidewalks and normal pedestrian access routes to and from the site, control of the hours of operation at the site and the methods of operation of the site as designated in the Facilities Operations Policy described in subsection 7.12 of this Section VII, so as to accommodate the CITY'S transit operation, and the right to

cause such noise as may be inherent in the operation of the CITY'S transit operation.

7.12 The CITY and COMPANY further agree to develop a Facilities Operations Policy for the purpose of further describing the methods of operation of the facility only. The Facilities Operations Policy shall in no way be construed to impose any additional liability upon CITY for the conduct of COMPANY, its employees or agents.

Section VIII — Advertising

8.1 COMPANY shall have the right to place advertising signs, at its sole expense, on or in the vicinity of the leased premises, provided, however, permission to do so must first be obtained in writing from CITY as to size, type, content, location, and illumination of any such advertising signs.

Section IX — Repairs and Improvement

9.1 Any repairs, alterations or improvements contemplated by COMPANY on the leased premises shall be subject to the prior written approval of CITY.

9.2 COMPANY shall incur the cost for any improvements to the interior of the leasehold space (decorating, remodeling, counter space, telephone and internet service, and any furnishings), of which should be of the highest business like, good quality and professional appearance. At the termination of this lease, any and all such repairs, alterations and improvements shall become solely and absolutely the property of CITY, without cost to CITY, or, at the sole option of CITY, said premises shall be restored by COMPANY to their condition at the time of the commencement of the Lease at COMPANY'S sole cost.

Section X — Rights Upon Expiration or Termination

10.1 Upon expiration or other termination of this lease, COMPANY's authority to use the premises subject to the lease, as well as the rights and facilities granted hereby, shall cease absolutely, and COMPANY shall promptly and in good condition, ordinary wear and tear excepted, surrender the premises to CITY.

10.2 COMPANY shall have the right at any time during the term of this Agreement and upon termination of the Agreement to remove any of its personal property placed on or installed by it on the premises. Any damage caused to the premises by the placement, installation, maintenance, or removal of COMPANY'S personal property shall be repaired by COMPANY at its sole expense, upon the request of the CITY.

10.3 All property not removed from the Station by COMPANY within five (5) days after termination hereof shall then become automatically and absolutely the property of CITY without further act or deed on the part of either of the parties hereto. All property abandoned by COMPANY on the leased premises may be disposed of by CITY at COMPANY'S sole cost and expense.

10.4. Holdover. In the event COMPANY remains in possession of the Transit Ticket Office after the expiration of this Agreement without the execution of a new agreement, it shall be deemed to be occupying said premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Agreement insofar as the same are applicable to month-to-month tenancy until the termination of such tenancy. During any holdover period, COMPANY shall pay rent in an amount equal to 300% of the rent paid for the last month of the lease term. Holdover payment would be implemented the following billing cycle after notification has been issued by the City.

Section XI — Right to Enter

11.1 CITY may enter upon the leased premises at any reasonable time for any purpose necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Section XII — Parking

12.1 COMPANY management and employees are required to park their private vehicles in the designated MTU parking spaces in the facility or such other suitable area as may be from time to time designated by CITY. COMPANY management and employee private vehicles are prohibited from parking at any time along either side of the platform at the Station. COMPANY inter-city coaches are allowed to park at the designated location described as the south-bound staging area located at the northeast corner of the site.

Section XIII — General Operation Guidelines

13.1 COMPANY and its local agent shall be responsible at all times for the conduct of its passengers and customers within the Station and grounds of the Station.

13.2 The designated location for COMPANY coach use shall be used solely for the active loading and unloading of motorcoach passengers. COMPANY'S motorcoaches shall be parked at a remote site, away from the terminal building curb and front drive if not actively involved in handling of passengers, baggage and freight. COMPANY'S drivers shall operate and park the motorcoaches in such a way as not to block the free flow of MTU coach traffic.

13.3 COMPANY and its local agent shall provide aid and assistance as necessary to arriving motorcoach passengers with their ground transportation requirements from Station. COMPANY'S local agent shall remain at the Station as provided in Section 2.3, which is attached hereto and incorporated herein by reference.

13.4 COMPANY shall be responsible for damages resulting from motorcoach operations (passenger, customer baggage and freight handling) within the Station and on site, provided this provision shall not limit COMPANY'S obligations as otherwise provided for in Section V hereof.

Section XIV — Applicability of Federal, State, and Local Laws

14.1 COMPANY shall comply with any and all applicable federal, state, and local laws, regulations and rules.

Section XV — Hazardous Materials

15.1 COMPANY shall be solely liable for the cost of cleanup of any and all chemical spills and/or hazardous materials, including but not limited to fuel, oil, and other chemicals released or caused to be released by COMPANY, its employees or agents.

Section XVI — Miscellaneous Provisions

16.1 *ADA COMPLIANCE.* COMPANY shall indemnify and hold harmless the CITY from any and all claims arising from COMPANY'S failure to comply with the requirements of the Americans with Disabilities Act as said act may apply to COMPANY or any services COMPANY provides. Any services or activities provided by COMPANY on behalf of the CITY shall be provided in accordance with the Americans with Disabilities Act and as it may be amended from time to time.

16.2 *NO WAIVER.* The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof.

16.3 *COMPLIANCE WITH LAW / SEVERABILITY.* In the event that a court, agency, commission, legislative body, or other authority of competent jurisdiction: (a) declares this Agreement invalid or unenforceable, in whole or in part, or (b) requires either COMPANY or CITY to (1) perform any act which is inconsistent with any provision of this agreement, or (2) cease performing any act required by any provision of this Agreement, then COMPANY and CITY shall comply with such declaration or conform to such declaration or requirement. Any portion of this Agreement that is declared invalid or unenforceable shall be considered a separate, distinct and independent part of this Agreement, and the invalidity or unenforceability thereof shall not affect the validity or enforceability of any other provision of this Agreement.

16.4 *INTEGRATION AND AMENDMENT.* This Agreement including any attachments or exhibits hereto constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement may not be altered or amended except by formal written supplementary amendment in writing signed by both parties.

16.5 *CHOICE OF LAW.* This Agreement has been made in and its validity, performance and effect shall be determined in accordance with the laws of the State of Wisconsin and venue for litigation between the parties shall be solely and exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

16.6 *JURY TRIAL WAIVER.* The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial

by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

16.7 *INDEPENDENT PARTIES.* The parties, their employees, agents, and representatives shall be considered independent of each other and shall not be considered joint agents, joint venturers, or partners. The parties, their employees, agents, and representatives are not entitled to any of the benefits that the other provides for its employees, agents, and representatives.

16.8 *NO LIENS OR CLAIMS.* COMPANY shall not at any time permit any lien or claim to be filed against the leased or licensed premises or any part thereof.

16.9 *TAXES.* COMPANY is solely responsible for any and all taxes for its property or that may result as a consequence of its use of the premises.

16.10 *PERSONAL PROPERTY.* CITY shall not be liable for any loss or damage to any merchandise, vehicle or personal property in or about the leased or licensed premises, regardless of the cause of such loss or damage.

16.11 *NO PERSONAL LIABILITY.* Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner, agent, representative, or employee of the CITY have any personal liability arising out of this Agreement and COMPANY shall not seek or claim any such personal liability.

16.12 *USE OF CITY OR MTU PROPERTY.* Any property belonging to the CITY or MTU being provided for use by COMPANY shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

16.13 *NOTICES.* Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the U.S. Postal Services, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To CITY:	Municipal Transit Utility Director 2000 Marco Drive La Crosse, WI 54601	Copy to: City Attorney 400 La Crosse Street, 6 th Fl. La Crosse, WI 54601
----------	---	--

To COMPANY: Jefferson Partners, LP
2100 E. 26th Street
Minneapolis, MN 55404

16.14 *NO THIRD-PARTY BENEFICIARY.* Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of any third party.

16.15 *GOOD STANDING.* COMPANY affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its

business. COMPANY is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial conditions.

16.16 *HEADINGS*. The headings of sections, paragraphs, articles, or provisions in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

IN WITNESS WHEREOF, the parties to this Agreement cause this instrument to be executed by their authorized representatives on the day and year first above written.

CITY OF LA CROSSE (CITY):

JEFFERSON PARTNERS, LP (COMPANY):

BY: _____

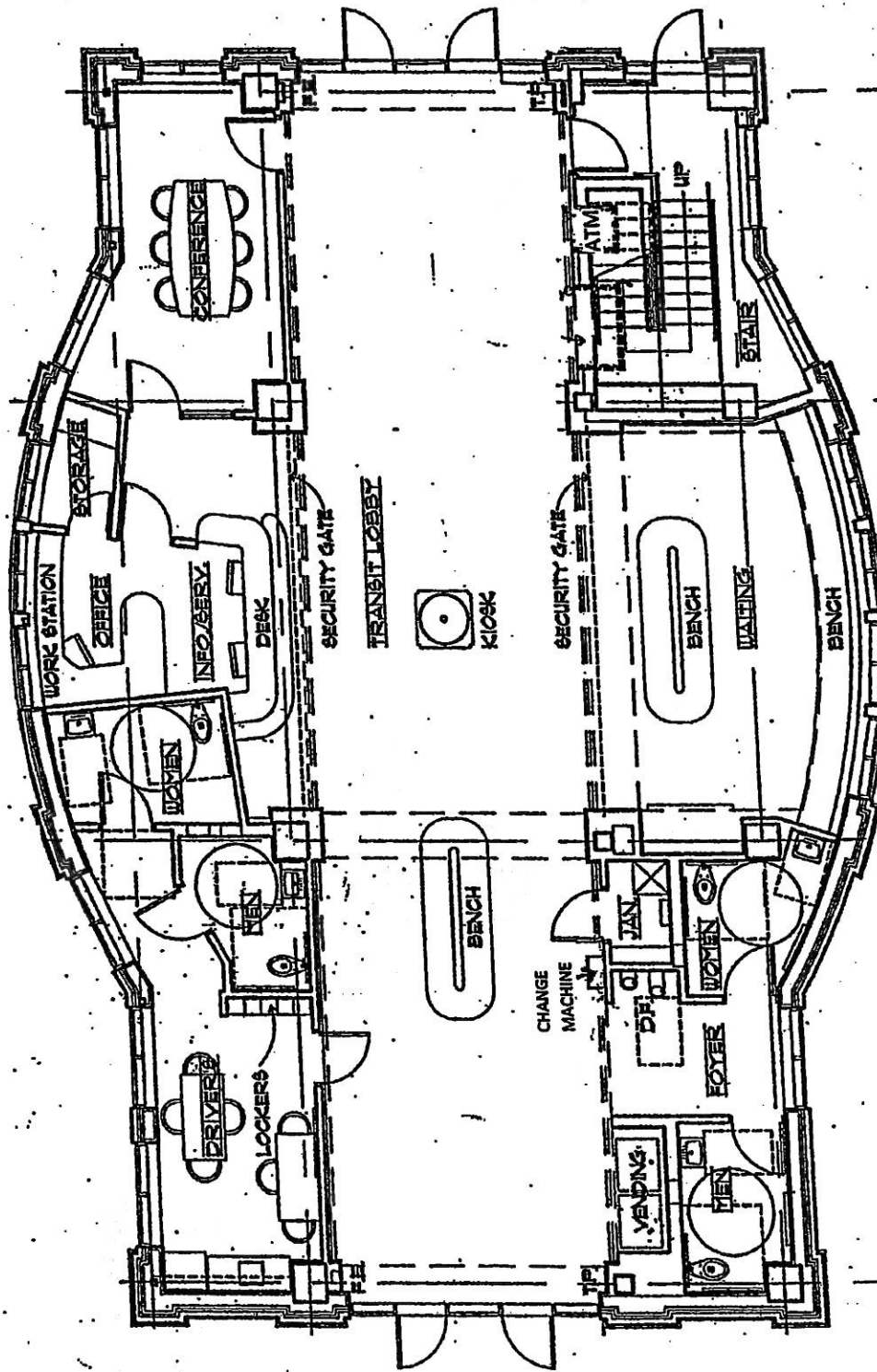
Timothy Kabat, Mayor
Chair, Municipal Transit Utility Board

BY: _____

Name: *STEVE WIEFEL*
Title: *PRESIDENT & CEO*

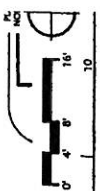
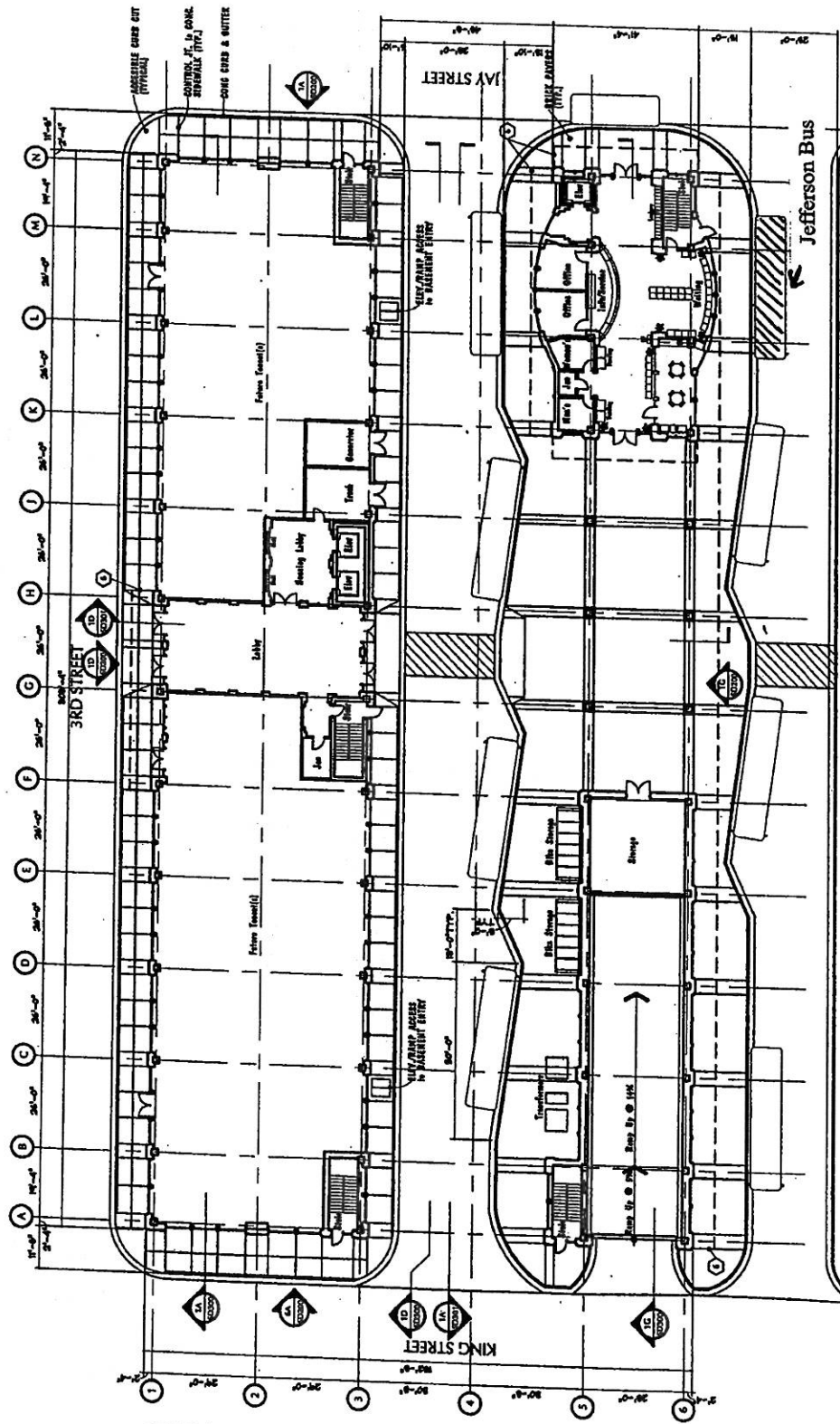
Exhibit A

GRAND RIVER STATION
314 JAY STREET



TRANSIT STATION PLAN
SCALE: 1/8" = 1'-0"





FIRST FLOOR PLAN - STREET LEVEL

1/16"=1'-0"

