

Public  
Safety  
10-16-17

17-1002

## PEDESTRIAN SIGN INSTALLATION AND MAINTENANCE AGREEMENT

This Pedestrian Sign Installation and Maintenance Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Manitowoc, Wisconsin, a Wisconsin Municipal Corporation (hereinafter "City") located at 900 Quay Street, Manitowoc, Wisconsin 54220, and Holiday House of Manitowoc County, Inc. (hereinafter "Holiday House") a Wisconsin Corporation, located at 2818 Meadow Lane, Manitowoc, Wisconsin 54220.

**WHEREAS**, Holiday House desires the installation of Rectangular Rapid Flashing Beacon (RRFB) Pedestrian Crossing Signs located on Meadow Lane as identified in Exhibit "A" attached hereby and incorporated by reference.

**WHEREAS**, the purpose of the sign installation is to enhance safety by alerting drivers of the presence of pedestrians crossing mid-block, particularly Holiday House employees.

**WHEREAS**, the City has agreed to install two RRFB Pedestrian Crossing Signs upon the request of H.H. in the interest of safety to Holiday House employees and the general public upon the terms and conditions of this Agreement.

**WHEREAS**, Holiday House agrees to pay 50% of the full cost of the sign installation and also agrees to pay an annual maintenance fee.

**WHEREAS**, the property upon which the signs are to be located is shown on the attached map as Exhibit "A" which is hereby incorporated by reference and is more particularly described as follows:

A location in the right-of-way in the SE ¼ of Section 24, T 19 N., R 23 E., and more particularly described as being located in the City's right-of-way known as Meadow Lane between Riverview Drive and S. 29<sup>th</sup> Street.

**NOW THEREFORE**, it is hereby understood and agreed by and between the parties hereto as follows:

**ARTICLE I**

**SIGNS**

**Section 1. Property.** This agreement shall pertain to two (2) solar powered Rectangular Rapid Flashing Beacons (RRFB's) with push button activation and fluorescent yellow pedestrian crossing signs similar to those shown in the attached, Exhibit 'B', which is hereby incorporated by reference.

**Section 2. Sign Location.** The exact location of the signs shall be determined by the Director of Public Infrastructure/City Engineer for the City in his or her sole discretion. One sign shall be placed on the north side of Meadow Lane at the crosswalk and the other on the south side of Meadow Lane at the crosswalk. The location of the signs shall be for the purpose of enhancing safety by alerting drivers of the presence of a mid-block pedestrian crossing.

**Section 3. Public Right-of-Way.** The sign(s) shall be placed in the public right-of-way, and shall be under the ownership and control of the City, and shall be held for the use of the general public, including any Holiday House employees.

**Section 4. Cost of the Signs and Installation.** Holiday House shall pay for 50% of the full cost of the RRFB sign installation on Meadow Lane. The costs shall include, but are not limited to, supplying, shipping and transportation charges for the RRFB signs, labor for placement of RRFB signs, materials used to secure placement, equipment utilized for installation and any other costs associated with the purchase and installation of the RRFB signs for this mid-block crosswalk. Payment for installation and materials shall be paid by Holiday House within thirty (30) days of receiving the billing statement from the City's Department of Public Infrastructure.

**Section 5. Ownership.** The sign or signs and all materials for installation shall be placed in the City's right-of-way and shall be solely owned by the City.

## **ARTICLE II**

### **TERMS**

**Section 1. Agreement Term.** This Agreement shall become effective immediately upon it's signing by all parties and shall remain in force for forty (40) years. After forty (40) years, this Agreement shall automatically renew on a yearly basis, on January 1<sup>st</sup> of each year, unless either party notifies the other within thirty (30) days of the 1<sup>st</sup> of January their desire to no longer maintain the signs.

**Section 2. Payment for Maintenance.** Holiday House shall be responsible to pay an annual fee for the maintenance of said signs, which maintenance shall be provided by the City's Department of Public Infrastructure (hereinafter "DPI"). Holiday House shall not perform any maintenance to the sign(s). If Holiday House feels there is a need for maintenance, Holiday House shall notify DPI requesting an inspection of the sign(s) to determine if there is in fact a need for maintenance.

**Section 3. Annual Maintenance Fee.** The annual maintenance fee shall be \$150.00 per year, for the first three (3) years of this Agreement, commencing January 1, 2019, due on or before January 1<sup>st</sup> of any given year. Beginning with and including 2022 the annual fee shall increase annually on January 1<sup>st</sup> of each succeeding year \$5.00 per year as long as this Agreement is in effect. There shall be no pro-ration of the annual fee for any reason.

**Section 4. Maintenance Defined** Maintenance shall include all costs for providing a secure sign structure, working push button activation, working RRFB lights, retro-reflective crosswalk sign face material and batteries. Any additional items not specifically noted as maintenance shall be considered repairs/replacement.

**Section 5. Repairs and Replacement**

a. **Damage.** In the event of damage, destruction or deterioration of any kind, by any means, to the sign or signs, the City, through DPI in its sole discretion, shall determine if the sign(s) shall be repaired or replaced.

b. **Cost of Repairs/Replacement.** If the City, through DPI, determines that the sign or signs should be repaired or replaced, it shall do so at Holiday House's cost. The City shall provide Holiday House with ten (10) days written notice in accordance with Article III of this agreement of any proposed repair or replacement of the signs along with an estimate of the cost of any such repairs or replacement. Any repair or replacement of the signs shall be billed to Holiday House on a time and material basis, payable by Holiday House within thirty (30) days of receipt of the bill from the City.

**Section 6. Termination.**

a. **Termination For Convenience By Holiday House.** Notwithstanding the provisions Article II, Section 1 above, Holiday House may, at any time following ten (10) years after the execution of this Agreement, terminate this Agreement and any and all of its obligations hereunder at its sole convenience upon providing a thirty (30) day written notice of termination to the City in accordance with Article III of this Agreement. Upon notification, it shall be in the City's sole discretion to determine whether the signs shall remain in place or be removed, at no further cost to Holiday House.

b. **Termination For Cause By The City.** The City may terminate this Agreement at any time upon thirty (30) days written notice to Holiday House in accordance with Article III of this Agreement, if the City in its sole discretion, determines the signs create a hazard or the signs are in violation of any Local, State or Federal Law.

c. **Default And Termination** If either party fails to perform or observe any material term or condition of this Agreement, then such party would be in default of the Agreement and the non-defaulting party may terminate the Agreement. The party seeking to terminate the Agreement must provide written notice of default to the defaulting party. This written notice must specify the default(s) giving rise to the right to terminate the Agreement. The defaulting party will have thirty (30) days to cure the default(s) unless such cure period is extended by agreement of the parties. If the default is not cured within this thirty (30) day period or any extension thereof, then the Agreement will automatically terminate.

### **ARTICLE III**

#### **NOTICE**

All notice required or otherwise given hereunder shall be in writing and delivered personally or by registered mail. All mailed notice shall require proof of acknowledgement of receipt of said notice and addressed, as the case may be, to the respective party as addressed below:

In the case of City:

City Clerk  
City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220-4543

In the case of Holiday House:

Executive Director  
Holiday House of Manitowoc County, Inc.  
2818 Meadow Lane, P. O. Box 579  
Manitowoc, WI 54220

Either party may change the address to which notice is to be given by notifying the other party, in writing, of such a change.

**ARTICLE IV**

**APPLICABLE LAW**

This agreement shall be deemed to have been made in Manitowoc County, Wisconsin and shall be governed by and construed under, and enforced in accordance with, the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly to this Agreement, whether sounding in contract or tort, shall be litigated only in the Circuit Court located in Manitowoc County, Wisconsin. All parties to this Agreement hereby subject themselves to the jurisdiction of the Circuit Court for Manitowoc County, Wisconsin.

**ARTICLE V**

**HEADINGS**

The section titles have been inserted in this Agreement primarily for convenience and do not define, limit or construe the contents of such paragraphs. If headings conflict, the text shall control.

**ARTICLE VI**

**RELATIONSHIP OF PARTIES**

Nothing in this Agreement, nor any act of the City or Holiday House shall be deemed or be construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the City and Holiday House.

**ARTICLE VII**

**ASSIGNABILITY**

Holiday House shall not assign this Agreement or any part of it without the prior written consent of the City, which consent shall not be unreasonably withheld.

**ARTICLE VIII**

**MODIFICATION**

This is the entire Agreement made this date between the parties and any modification or change shall be in writing, by agreement of the parties and executed with the same formality as this document.

**ARTICLE IX**

**DRAFTING OF AGREEMENT**

All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this Agreement or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted this Agreement or any portion thereof.

This Agreement shall be dated, effective and binding on the parties as of the date of the last execution.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated this 22nd day of September, 2017.

CITY OF MANITOWOC

HOLIDAY HOUSE OF  
MANITOWOC COUNTY, INC.

By: \_\_\_\_\_  
Justin Nickels, Mayor

Deanna Genske  
Officer - Deanna Genske, Exec. Dir.

Attest: \_\_\_\_\_  
Deborah Neuser, City Clerk

Kim Rooney  
Officer

STATE OF WISCONSIN )  
  ) ss.  
MANITOWOC COUNTY )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Justin Nickels, Mayor and Deborah Neuser, City Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of the City of Manitowoc and acknowledged that they executed the foregoing instrument as Officers of said City, by its authority.

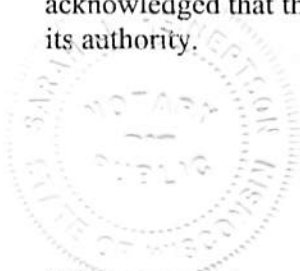
\_\_\_\_\_  
\_\_\_\_\_

Notary Public, Manitowoc County, Wisconsin  
My commission expires

\_\_\_\_\_

STATE OF WISCONSIN )  
  ) ss.  
MANITOWOC COUNTY )

Personally came before me this 22nd day of September, 2017, Deanna Genske and \_\_\_\_\_, as duly authorized officers of Holiday House of Manitowoc County, Inc. to me known to be the person(s) who executed the foregoing instrument, and to me known to be officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers of such corporation, by its authority.



Carolee Bannister  
Notary Public, Manitowoc County, Wisconsin  
My commission expires:

Apr. 13, 2020

This instrument was drafted by Kathleen McDaniel, City Attorney



THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
57 SOUTH EAST ASIAN AVENUE  
CHICAGO, ILLINOIS 60607

*[Handwritten signature]*

RECEIVED  
NOV 15 1964

DEPARTMENT OF CHEMISTRY  
UNIVERSITY OF CHICAGO

TO: [Illegible]  
FROM: [Illegible]

DATE: [Illegible]

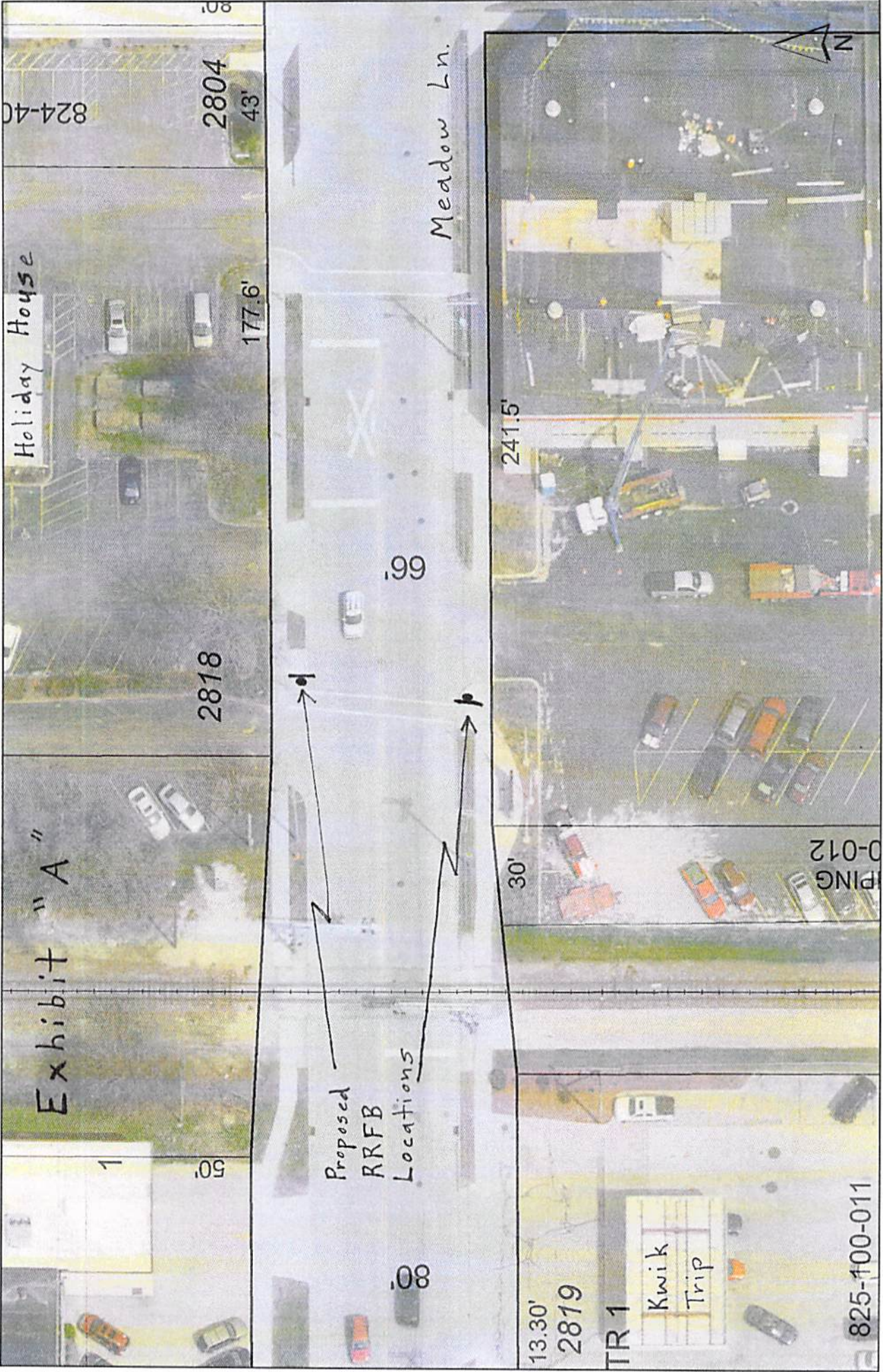
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NOV 15 1964

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Holiday House

Exhibit "A"

Meadow Ln.

2818

2804

177.6'

43'

'99

2415'

30'

0-012  
PING

Proposed  
RRFB  
Locations

13.30'  
2819

TR 1

Kwik  
Trip

825-100-011

824-40



# Exhibit "B"



## R920

RECTANGULAR RAPID FLASHING BEACON

Pedestrian-actuated warning system for uncontrolled marked crosswalks.

- The R920 is the benchmark for Rectangular Rapid Flashing Beacons (RRFBs)
- Ultra-efficient optical and Energy Management System (EMS)
- Compact design to simplify installation
- Proven technology platform
- Exceeds FHWA standards

RRFBs have been found to provide vehicle yielding rates between 72 and 96 percent for crosswalk applications, including 4 lane roadways with average daily traffic (ADT) exceeding 12,000\*.

### Superior Design and Technology

The R920 utilizes a self-contained solar engine integrating the energy management system with an on-board user interface, housed in a compact enclosure together with the batteries and solar panel. In low light conditions, the ambient auto-adjust option provide over-lighting protection and system efficiency, while still meeting MUTCD light intensity requirements.

### Easy Installation

With its highly efficient and compact design, installation is quick and uncomplicated, dramatically reducing installation costs. Retrofitting can be done where existing sign bases are used to enhance existing marked crosswalks in minutes, and new installations can be completed without the cost of larger poles and bases.

### Advanced User-Interface

The R920 is the first RRFB with an on-board user interface and display for quick configuration and status monitoring. It allows for simple in-the-field set-up adjustment to flash duration, ambient settings, and night intensity. Settings are automatically sent wirelessly to all units in the system.

### Reliable

Designed with Carmanah's industry leading solar modeling tools to provide dependable year-after-year operation.

### Trusted

With thousands of installations in the field, Carmanah solar beacons and solar LED lights have become the benchmark in traffic applications and other transportation applications worldwide.

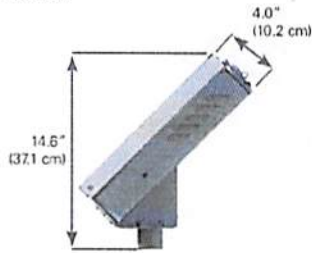


REPRESENTED IN YOUR REGION BY:

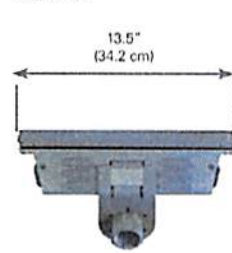
\* U.S. Department of Transportation Federal Highways Administration, Publication No. FHWA-HRT-10-043 -  
"Effects of Yellow Rectangular Rapid-Flashing Beacons on Yielding at Multilane Uncontrolled Crosswalks"

## DIMENSIONS

Side View



Bottom View



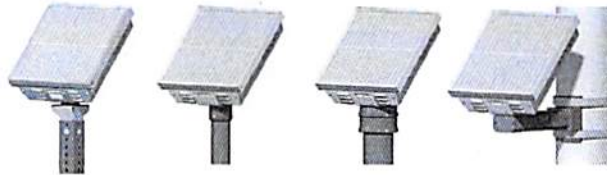
## MOUNTING OPTIONS

2.0" - 2.5" Perforated Square Post Mount

2.38" - 2.88" Diameter Round Post Mount

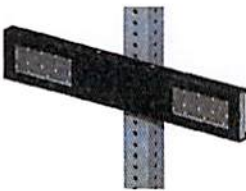
4.0" - 4.5" Diameter Round Post Mount

Side Post Mount



## SYSTEM CONFIGURATION

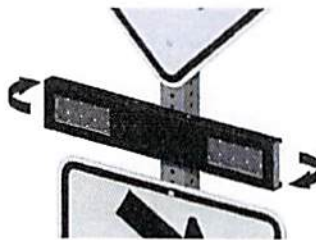
Un-directional Configuration



Bi-directional Configuration



## IN THE FIELD AIMING



Rotate the lightbar towards the incoming vehicle lane, independent of the wire hole location.

## RRFB CAPACITY CALCULATOR

Calculate the performance of our Rectangular Rapid Flashing Beacon in your location with our RRFB Capacity Calculator.

[carmanah.com/RRFB-calculator](http://carmanah.com/RRFB-calculator)



The management system governing the manufacture of this product is ISO 9001:2008 certified.

Specifications subject to local environmental conditions.

Specifications may be subject to change.

US Patent No 6,573,659, Other patents pending.

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Document: SPC\_TRAF\_R920\_RevQ

# R920

## RECTANGULAR RAPID FLASHING BEACON

On-Board User Interface (OBU)	Adjustable, auto-scrolling LED display
	Field-configurable flash duration to one second increment
	Ambient auto-adjust configuration
	Night dimming configuration
Optical	Wireless update of configurable settings from any unit to all systems
	Channel selection
	System test, status and fault detection
	Activation data reporting
Energy Collection	MUTCD IA-11 compliant flash pattern
	3" x 7" amber LED indications
	Side emitting pedestrian confirmation lights
	Exceeds SAE J595 class 1 Intensity
Energy Storage	Meets SAE J578 chromaticity
	High-power LEDs meets 90% lumen maintenance (L90) based on IES LM-80
	10 watt high-efficiency photovoltaic cell with bypass diodes
	Maximum power point tracking with temperature compensation (MPPT-TC) for optimal energy collection in all solar conditions
Solar Engine Construction	Replaceable, recyclable best in-class 12V dual battery system (sealed, maintenance-free)
	Designed for minimum 5 year battery life
	Lightweight for ease of handling
	Quick connect terminals and strapping for efficient installation
Lightbar Construction	Weatherproof, vented solar engine enclosure for ambient air transfer (NEMA 3R)
	Hinged access lid for access to on-board user interface and batteries
	Compact, lightweight aluminum housing
	Top of pole mounting to standard 2" sign posts and 4" poles; side of pole mounting to standard 4" poles
Operating Performance	Pre-wired assembly designed to minimize installation time
	Weight: 19.8 lb (9 kg) including batteries, excluding light bars and push button
	Premium, UV-resistant polycarbonate lens
	Two-piece mounting bracket to facilitate mounting back-to-back lightbars
Warranty	Horizontal rotation adjustment for in-the-field aiming of lightbar
	Dimensions: 24" L x 1.5" W x 4.5" H (61.0 cm L x 3.8 cm W x 11.4 cm H)
Warranty	Rated for 300, 20 second activations per day, year-round operation with a minimum of 0.94 sun hours
	Wireless activation within 150 mS
Warranty	Wireless range of 500 ft (152 m)
	3-year limited warranty

