

Public Safety
9-19-16

16-0863

PEDESTRIAN SIGN INSTALLATION AND MAINTENANCE AGREEMENT

This Pedestrian Sign Installation and Maintenance Agreement is entered into on this 30 day of August, 2016, by and between the City of Manitowoc, Wisconsin, a Wisconsin Municipal Corporation (hereinafter "City") located at 900 Quay Street, Manitowoc, Wisconsin 54220, and Kerry, Inc. a Wisconsin Corporation, located at 3400 Millington Road, Beloit, Wisconsin 53511 (hereinafter "Red Arrow")

WHEREAS, Red Arrow desires the installation of pedestrian crossing signs located on South Water Street as identified in Exhibit "A" which is attached and incorporated by reference and is more particularly described as follows:

A location in the right-of-way in the NE $\frac{1}{4}$ of Section 30, T 19 N., R 24 E., and more particularly described as being located in the City's right-of-way known as South Water Street between South 12th Street and South 13th Street.

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

WHEREAS, the City has agreed to install two pedestrian signs upon the request of Red Arrow in the interest of safety to Red Arrow's employees and the general public upon the terms and conditions of this Agreement.

WHEREAS, Red Arrow agrees to pay the entire costs of the signs and the installation of the signs, as well as an annual maintenance fee for the signs.

NOW THEREFORE, the parties agree as follows:

ARTICLE I

SIGNS

Section 1. Property. This agreement shall pertain to two solar powered fluorescent yellow pedestrian crossing signs with push button activation and LED lighting around the perimeter of each sign similar to those shown in the attached photograph, 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 south side of South Water Street at the crosswalk and the other on the north side of South Water Street 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 Red Arrow employees.

Section 4. Cost of the Signs and Installation. Red Arrow shall pay the full cost of the signs, installation of said signs, the epoxy pavement markings for the crosswalk, and the installation of concrete handicap ramps with detectable warning fields on both sides of S. Water Street. The costs shall include, but are not limited to, shipping and transportation charges for signs and materials, labor for placement of signs, materials used to secure placement, equipment utilized for installation and any other costs associated with the purchase and installation of the signs and crosswalks. Payment for installation and materials shall be paid by Red Arrow 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 its signing by all parties and shall remain in force for 40 years. After 40 years, this Agreement shall automatically renew on a yearly basis, on June 1st of each year, unless either party notifies the other within thirty (30) days of the 1st of June their desire to no longer maintain the signs.

Section 2. Payment for Maintenance. Red Arrow 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"). Red Arrow shall not perform any maintenance to the sign(s). If Red Arrow feels desires maintenance, Red Arrow 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 June 1, 2017, due on or before June 1st of any given year. Beginning with and including 2020 the annual fee shall increase annually on June 1st 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 LED lights, retro-reflective sign face and battery. Any 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 Red Arrow's expense. The City shall provide Red Arrow with 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 Red Arrow on a time and material basis, payable by Red Arrow within 30 days of receipt of the bill from the City.

Section 6. Termination.

a. Termination For Convenience by Red Arrow. Notwithstanding the provisions of Article II, Section 1 above, Red Arrow may, at any time following 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 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 Red Arrow.

b. Termination For Cause By The City The City may terminate this Agreement at any time upon 30 days written notice to Red Arrow 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 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 30 day period or any extension thereof, then the Agreement will automatically terminate.

ARTICLE III

NOTICE

All notice required or otherwise shall be in writing and delivered personally or by certified mail. All mailed notice shall require proof of acknowledgement of receipt of said notice and addressed to the respective party as identified below:

In the case of City:

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

In the case of Red Arrow:

Environmental, Health and Safety Manager
Red Arrow, Inc.
633 South 20th Street
Manitowoc, WI 54220

Either party may change the address to which notice is to be given by notifying the other party, pursuant to this section, 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 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 Red Arrow, shall be deemed or be construed by the parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the City and Red Arrow.

ARTICLE VII

ASSIGNABILITY

Red Arrow 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

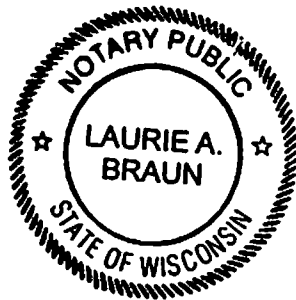
This is the entire Agreement made this date between the parties and any modification or change shall be in writing, by agreement of the parties and executed with the same formality as this document.

executed the foregoing instrument and to me known to be such Mayor and City Clerk/Deputy Treasurer 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 30th day of August, 2016,
Steven Brunner and _____, as duly
authorized officers of Red Arrow, 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.



Laurie A. Braun

LAURIE A. BRAUN

Notary Public, Manitowoc County, Wisconsin
My commission expires

08.09.2019

This instrument was drafted by Kathleen McDaniel, City Attorney

BlinkerSign® Flashing LED Sign Pedestrian Crossing W11-2

- Installs easily onto any new or existing sign post or poles MUTCD Compliant
- Solar Powered, no AC power required
- 24 /7 Operation, but active and passive activation methods are available
- Perimeter LEDs draw attention to the sign face

Flashing LEDs get noticed day and night TAPCO's brilliant innovation of enhancing traffic signs with LEDs (Light-Emitting Diodes) makes crosswalks safer, reduces accidents and saves lives! Day-Viz™ (Daylight Visible) BlinkerSigns feature an array of incredibly bright LEDs that flash in unison, once per second, commanding the attention of drivers day and night.



Features

- Installs easily onto any new or existing sign post
- Can be integrated into an ITS (Intelligent Transportation System)
- High intensity Day-Viz™ LEDs command attention day and night
- Can be programmed to operate continuously (24/7) or triggered by optional push-button, wireless bollard or pedestrian motion detectors
- Proprietary circuitry automatically adjusts light output for maximum visibility and battery efficiency
- Heightened driver awareness
- Increased visibility at high incident intersections

Applications

- New crosswalk locations
- High incident intersections
- Rural roads
- Advance crosswalk warnings

Benefits

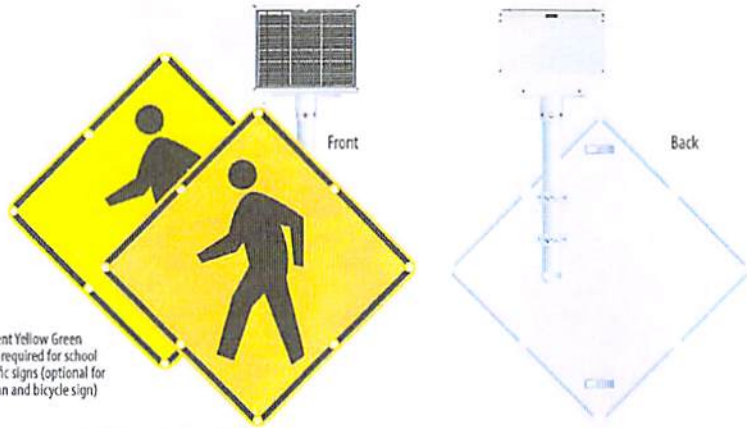
- Reduce accidents, incidents and fatalities
- Federally approved (MUTCD compliant)
- Eco-friendly
- Heightened driver awareness
- Increased visibility at high incident crosswalks

Optional BlinkerBeam® Wireless Communication

Systems can be activated and controlled with BlinkerBeam® self-powered wireless transmitters and receivers. These compact controllers activate systems wirelessly within a 1000 ft. range line of site (longer distances available with external antennas). BlinkerBeam® can be activated and controlled from a remote location, allowing for immediate implementation of warning, emergency and evacuation systems. Electric grid independence provides activation during power outages and remote locations.



Visit **Traffic and Parking** on YouTube for videos on our products and more.



Fluorescent Yellow Green sheeting required for school area traffic signs (optional for pedestrian and bicycle sign)

Standard Specifications (subject to change without notice)

Sign

Sign Substrate	.080 Highway Grade Aluminum
Reflective Sheeting	3M™ DG3- with anti-graffiti overlay
MUTCD Compliance	MUTCD Section 2A.07 Compliant

Day-Viz® Management System (patent pending)

Battery	Nickel Metal Hydride (NiHM)- 14,000mAh
Flash Pattern	MUTCD Compliant
LED Type	High Power Luxeon- 1 watt
LED Life Expectancy	100,000 hours

Warranty

3 Years

Smart Activation Options

24/7 continuous LED flash
Push-button
Wireless bollard
Pedestrian presence detector



Optional Push Button Activation

Activated with less than 2 lbs. of force. Provides two-tone audible confirmation as well as visual confirmation. Meets ADA, MUTCD and TAC requirements, and housing meets NEMA specifications. Remote mounting available. Audible navigation units are available.



Optional Wireless Bollard Activation

Pedestrians and bicyclists can passively trigger flashing BlinkerSign® LED signs, RRFB, BlinkerBeacon™ LED Beacons, in-pavement LEDs and other ITS devices. Actuators are housed in anodized aluminum cabinets that can be secured to concrete or asphalt. Battery operated: no grid wiring required.



Optional Pedestrian Presence Detector

Active infrared and microwave technologies work together to provide precise presence and accurate motion detection. Mountable between 8' and 16'. Impervious to light, sun rain and snow. Housing is rated NEMA-4.



TAPCO



1-800-236-0112 • www.tapconet.com • blinkersales@tapconet.com

Traffic & Parking Control Co, Inc. 5100 West Brown Deer Rd, Brown Deer WI 53223
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PATENT NUMBERS 6,943,698 AND 6,693,556. OTHER PATENTS PENDING

1005-00003 (01/30/15)



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