

## **PEDESTRIAN CROSSING SIGN INSTALLATION AND MAINTENANCE AGREEMENT**

This Pedestrian Crossing Sign Installation and Maintenance Agreement is entered into on this 2<sup>nd</sup> day of March, 2026, by and between the City of Manitowoc, Wisconsin, a Wisconsin Municipal Corporation (hereinafter "City") located at 900 Quay Street, Manitowoc, Wisconsin 54220, and Manitowoc Public School District (MPSD) (hereinafter "MPSD") a Wisconsin institution of learning with a mailing address of 2902 Lindbergh Drive, Manitowoc, Wisconsin 54221-1657.

**WHEREAS**, MPSD desires the installation of Rectangular Rapid Flashing Beacons ("RRFB's") Pedestrian Crossing Signs located at South 14<sup>th</sup> Street and Division Street for the South Crosswalk (Jefferson Elementary School) as identified in Exhibit "A" attached hereby and incorporated by reference; and,

**WHEREAS**, the purpose of the sign installation is to enhance safety by alerting drivers of the presence of pedestrians crossing at the intersection of S. 14<sup>th</sup> and Division Street, particularly MPSD staff, students, parents, etc.; and,

**WHEREAS**, the City has agreed to install Two (2) RRFB Pedestrian Crossing Signs at the south crosswalk of South 14<sup>th</sup> and Division Street upon the request of MPSD in the interest of safety to MPSD students and parents and the general public upon the terms and conditions of this Agreement; and,

**WHEREAS**, MPSD agrees to pay the entire cost of furnishing the signs and for the annual maintenance fees for the signs; and,

**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 NE ¼ of Section 31, T 19 N., R 24 E., and more particularly described as being located in the City’s right-of-way known as South 14<sup>th</sup> Street and Division Street (South Crosswalk).

**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 RRFB’s pedestrian crossing signs with push button activation at the south crosswalk of South 14<sup>th</sup> and Division Street.

**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. The RRFB lights and signs shall be placed at the south crosswalk of South 14<sup>th</sup> and Division Street as shown in Exhibit “A”. The location of the signs shall be for the purpose of enhancing safety by alerting drivers of the presence of this pedestrian crossing.

**Section 3. Ownership and 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 MPSD staff, students and parents, etc.

**Section 4. Cost of the Signs and Installation.** MPSD shall pay the full cost for furnishing the signs. City shall pay for the cost to install the said signage. Payment for the cost to furnish the signs shall be paid by MPSD within thirty (30) days of receiving the billing statement.

**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.** MPSD shall be responsible to pay an annual fee for the maintenance of said signs, which maintenance shall be provided by the City. MPSD shall not perform any maintenance to or on the sign(s). If MPSD feels there is a need for maintenance, MPSD shall notify City 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 on January 1, 2029**, due on or before January 1<sup>st</sup> of any given year. Beginning with and including 2032, 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 sign face 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, in its sole discretion, shall determine if the sign(s) shall be repaired or replaced.

b. **Cost of Repairs/Replacement.** If City determines that the sign or signs should be repaired or replaced, it shall do so at MPSD's cost. City shall provide MPSD 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 MPSD on a time and material basis, payable by MPSD within thirty (30) days of receipt of the bill from City.

**Section 6. Termination.**

a. Termination for Convenience by MPSD. Notwithstanding the provisions of Article II, Section 1 above, MPSD 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 MPSD.

b. Termination for Cause by The City. The City may terminate this Agreement at any time upon thirty (30) days written notice to MPSD 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 MPSD:

Manager of Buildings & Grounds  
Currently Michael Schwarz  
c/o  
Manitowoc Public School District  
P.O. Box 1657  
Manitowoc, WI 54221-1657

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 City or MPSD, 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 City and MPSD.

**ARTICLE VII**

**ASSIGNABILITY**

MPSD shall not assign this Agreement or any part of it without the prior written consent of 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







Exhibit "A" Page 1

40ft

44.081055 -87.665245 Degrees

https://manytgis.maps.arcgis.com/apps/webappviewer/index.html?id=b26563086724008a138ab74b8d3003f



# RRFB

## FLASHING SIGN SYSTEM

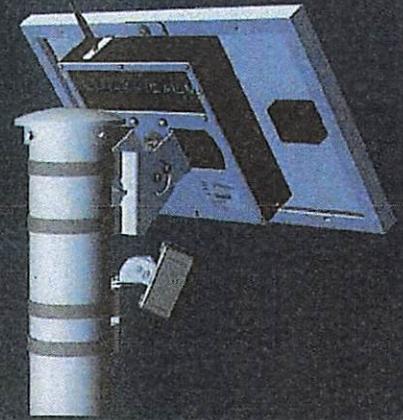


Exhibit "A"

Page 3-1  
TRAFFICM.COM

According to the NHTSA, 6,205 pedestrians were killed in traffic crashes in 2019.

TraffiCalm is working with the industry to reduce the number of crashes at mid-block crossings where typical signage is an insufficient countermeasure. By using unprecedented LED illuminated signs and RRFB enhancements, agencies across the world are seeing justifiable gains in pedestrian safety.

### FHWA Interim Approval 21 states...

- The Office of Transportation Operations reviewed the available data in 2008 and considered the RRFB to be highly successful for the applications tested (uncontrolled marked crosswalks). The RRFB offers significant potential safety and cost benefits because it achieves high rates of compliance at a low relative cost in comparison to other more restrictive devices

## FEATURES

### HUMAN INTERFACE

Easily make all configuration changes through TC Connect™, a WiFi connected platform developed by TraffiCalm™ that requires NO Internet Connection! With any browser enabled device, an Installer can easily log in and select from multiple options and settings including Flash Duration, LED Brightness and Dimming Control. Also, activation data is easily retrieved right to any Wi-Fi device.

### DURABILITY AND RELIABILITY

Roadside signage and the like, attract all forms of vandalism. Through our multi-string LED Configuration design and permanently sealed electronics, our RRFB will maintain MUTCD standards for brightness even if 1 or 2 vertical LED strings are damaged through vandalism.

### POWER SOURCES

**SOLAR:** Utilizing a standard 20 watt panel, or up to a 60 watt upgrade, the collected power from these efficient panels is stored in a standard 12Ah Absorbent Glass Matt (AGM) Battery; a proven cost effective solution. **AC:** Integrated AC inverter provides direct connection to 120-220VAC.



Compatible with most Push-Button Systems



## SPECIFICATIONS

### ■ P2C CONTROLLERS & COLLABORTORS

Permanently and Environmentally Sealed Electronics  
 Compact and lightweight aluminum enclosure  
 Weight: under 30 lbs including battery  
 Mounted behind solar panels

### ■ SOLAR POWER

20W Solar Panel (standard) with up to 150 Watt configurations available

### ■ VISUAL

MUTCD and FHWA Compliant  
 80 Amber 590nm LEDs for Redundancy and Uniform Light Distribution  
 Side-mounted LEDs for pedestrian side visual confirmation  
 Exceeds SAE J595 Class 1 Intensity  
 Auto Dimming  
 Meets SAE J578 for chromaticity

### ■ BATTERY

12 to 97 Ah Absorbent Glass Mat (AGM)  
 Accessible Batteries, easily replaceable in Field  
 Extreme climate batteries available

## DETAILS

### ■ HUMAN INTERFACE

WiFi Connectivity - No Internet Connection required  
 Configurable Flash Duration  
 Automatic Unique Channel Selection  
 Wirelessly configures all devices on network  
 Activation Data Report  
 Auto and configurable dimming

### ■ RRFB PHYSICAL CONSTRUCTION

Each of the 80 LEDs have built-in 15 degree UV resistant lens  
 Mounting brackets accommodate back-to-back mounting  
 Horizontal aiming adjustment  
 Dimensions: 24"W x 4.183"H x .85"D (60.96 x 10.63 x 2.16 cm)

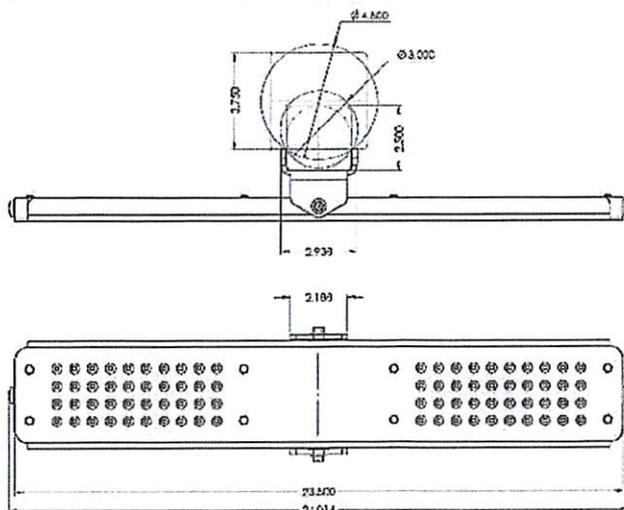
### ■ PERFORMANCE

Rated for 800, 30 second activations per day with 2 hours sunlight for continuous operation  
 12 AH -5.5 days of 800, 30 second activations without solar panel  
 Wireless activation within 100 mS  
 Wireless range of 2000'  
 5 year warranty on all electronic components, including battery  
 Potted and sealed electronics, connections, and cables- IP-67 Rated.

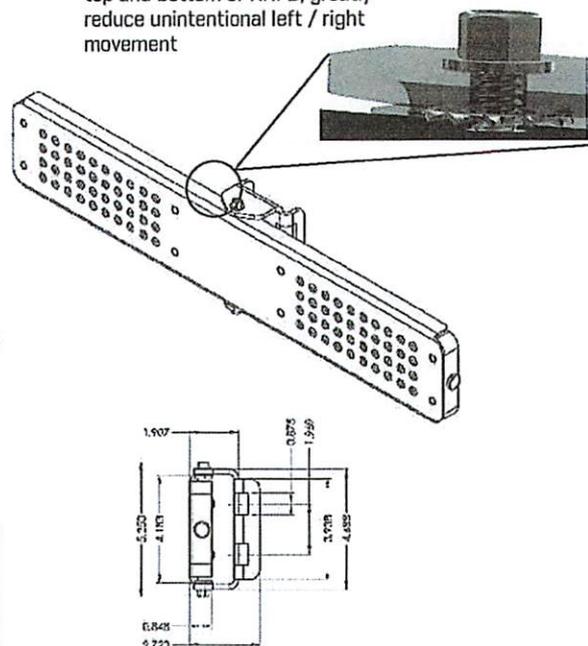


Wi-Fi Connection made Easy through TC Connect™

## DIMENSIONS



Anti-Rotational Star Washers at top and bottom of RRFB, greatly reduce unintentional left / right movement



# QUOTATION

Decker Supply Co Inc.  
 1115 O'Neill Ave  
 PO Box 8008  
 Madison WI 53708

Quote Number: 485631  
 Quote Date: 02/11/26  
 Page: 1  
 Customer Phone:  
 Customer Fax: (920)683-4748

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CITY OF MANITOWOC PUBLIC WORKS  
 DEPT OF PUBLIC INFRASTRUCTURE  
 900 QUAY ST  
 MANITOWOC, WI 54220

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CITY OF MANITOWOC PUBLIC WORKS  
 2655 SOUTH 35TH STREET  
 MANITOWOC, WI 54220

ATTN: GREG MINIKEL

Entered By: JOSH  
 Location:  
 Account Cd: MANPUB  
 Salesperson: 7250

RFQ Number:  
 Ship Via: O/T  
 Taxable: Y  
 Pmt Terms: NET 30

Line	Order Qty	Part Number	Description	Price	UM	Ext Price	Est Ship
* S 14TH & DIVISION ST *							
1	1.00	M75-SA300-CTL3	30 WATT SOLAR POWERED INTELLIGENT SIGN CONTROLLER (ALL FLASH, P2C, CHEVRON, OR CONFLICT INTERSECTION) - COMMUNICATES & COMMANDS TC COLLABORATORS, WI-FI & MESH NET COMMUNICATION - INCLUDES 30W SOLAR PANEL	\$1,253.9000	EA	\$1,253.90	02/11/26
2	1.00	M75-SA300-CLB3	30W SOLAR POWERED COLLABORATOR COMMUNICATES & COMMANDED BY TC CONTROLLER, MESH NET COMMUNICATION, NO WI-FI - INCLUDES 30W SOLAR PANEL	\$1,149.5000	EA	\$1,149.50	02/11/26
3	2.00	M75-SQTOP-0000	SQUARE TOP POLE MOUNT, TRUE SOUTH AIM, FOR TRAFFIC CALM SOLAR PANEL CONTROLLERS & COLLABORATORS	\$110.0000	EA	\$220.00	02/11/26
4	4.00	M75-SA328-0000	TRAFFIC CALM RECTANGULAR RAPID FLASHING BEACON, AMBER LED'S, WITH BLACK ALUMINUM HOUSING	\$653.3500	EA	\$2,613.40	02/11/26
5	2.00	M75-BDL34-0000	BDL3-Y BULLDOG III PUSHBUTTON W/PBF9X12-X PB FRAME(YEL), AND 9 X 12 "PUSH BUTTON TO TURN ON WARNING LIGHTS" SIGN	\$377.7000	EA	\$755.40	02/11/26
6	4.00	S1-1 S8FG30PN	SCHOOL ADVANCE (SYMBOL)	\$58.1000	EA	\$232.40	02/12/26

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 CITY OF MANITOWOC PUBLIC WORKS  
 DEPT OF PUBLIC INFRASTRUCTURE  
 900 QUAY ST  
 MANITOWOC, WI 54220

**S**  
**H**  
**I**  
**P**  
 CITY OF MANITOWOC PUBLIC WORKS  
 2655 SOUTH 35TH STREET  
 MANITOWOC, WI 54220  
 ATTN: GREG MINIKEL

Entered By: JOSH  
 Location:  
 Account Cd: MANPUB  
 Salesperson: 7250

RFQ Number:  
 Ship Via: O/T  
 Taxable: Y  
 Pmt Terms: NET 30

Line	Order Qty	Part Number	Description	Price	UM	Ext Price	Est Ship
			30" X 30" DG/CS .080 BLK/FLYG				
7	2.00	S16-7L S8FG2412	DIAGONAL ARROW DOWN LEFT 24" X 12" DG/CS (BLK/FLYG)	\$23.5500	EA	\$47.10	02/12/26
8	2.00	S16-7R S8FG2412	DIAGONAL ARROW DOWN RIGHT 24" X 12" DG/CS (BLK/FLO.R.YG)	\$23.5500	EA	\$47.10	02/12/26
9	2.00	PS22544H12G	4' X 2-1/4" SQ.TUBE 4-H 12GA	\$27.8500	EA	\$55.70	02/11/26
10	2.00	PS25018ODA12G	18" X 2-1/2" SQ.TUBE 4-H 12GA (OMNI DIRECTIONAL ANCHOR)	\$30.0000	EA	\$60.00	02/11/26
11	2.00	PS2124H12G	12' 2" X 2" SQ.TUBE 4-H 12GA	\$68.7000	EA	\$137.40	02/11/26
12	2.00	CORNER BOLT MED	CORNER BOLT MEDIUM FOR 2 1/2"	\$0.0000	EA	\$0.00	02/11/26
13	2.00	JAM NUT	JAM NUT FOR CORNER BOLT	\$0.0000	EA	\$0.00	02/11/26

- ADD FREIGHT, LISTED BELOW  
 - SALESPERSON: JOSH

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Quote Number: 485631  
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CITY OF MANITOWOC PUBLIC WORKS  
DEPT OF PUBLIC INFRASTRUCTURE  
900 QUAY ST  
MANITOWOC, WI 54220

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CITY OF MANITOWOC PUBLIC WORKS  
2655 SOUTH 35TH STREET  
MANITOWOC, WI 54220  
  
ATTN: GREG MINIKEL

Entered By: JOSH  
Location:  
Account Cd: MANPUB  
Salesperson: 7250

RFQ Number:  
Ship Via: O/T  
Taxable: Y  
Pmt Terms: NET 30

Line	Order Qty	Part Number	Description	Price	UM	Ext Price	Est Ship
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Thank you for the opportunity  
of quoting.

Prices are good for 45 days  
from quotation date.

Subtotal:	<u>\$6,571.90</u>
Sales Tax:	\$0.00
Freight:	\$125.00
Total:	<u><u>\$6,696.90</u></u>