

The Common Council of the City of Chetek will hold its Annual Organizational meeting and
Special Council meeting on Tuesday, April 20, 2021

6:00 p.m.

Council room, 220 Stout Street, Chetek, WI

Also view meeting remotely - via Zoom

AGENDA:

Call to order

Roll call – Scott Bachowski___, Earl Grover___, Terry Hight___, Mark Edwards___ Mayor Martin___

Prayer

Pledge of Allegiance

Motion to approve agenda

PUBLIC COMMENT citizens may direct questions/comments to the council for items not on the agenda.

The council may have limited discussion, however; no action will be taken under public comments.

MAYOR COMMENTS

Announcement of closed session later in the meeting Wisconsin Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session - regarding housing development

Election: President of Council

Confirm: Mayor's appointment of Municipal Officers, Boards, Committees and Commissions for ensuing year.

The following items will be discussed and possible action taken by council:

Camp Chetek request for special boat launch registration fees for fundraiser event May 13th - 15th, 2021

Proposed water tower - engineering contract

Hydroflites pickup and drop area annual permit

Evolis radar speed sign purchase

Intent to apply - Rural Development application for funding wastewater treatment plant

Adjourn

Join Zoom Meeting

<https://zoom.us/j/91742133997?pwd=a3IzNE5CaVFPbol3aGRSTGM1Z3J2Zz09>

Meeting ID: 917 4213 3997

Passcode: 265469

Dial by your location

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

2021 Committee Appointments

Budget Committee	Mayor Clerk/Treasurer Deputy Clerk/Treasurer Councilmember Councilmember	Jeff Martin Carmen Newman Cassandra Larson Mark Edwards Scott Bachowski
Grievance Committee	Jeff Martin, Mayor, Mark Edwards, Scott Bachowski	
Fire District Board	Mark Edwards	
Joint Ambulance Service Commission.....	Mark Edwards	
Parks & Beach Committee	Earl Grover, Mark Etten, Donna Bachowski Jim Metcalf, Joe Atwood	
Personnel/Wage Negotiating Committee.....	Jeff Martin, Mayor, Mark Edwards, Scott Bachowski	
Utility Committee	Earl Grover, Terry Hight	
Street Committee	Scott Bachowski, Mark Edwards	
Barron County Economic Development – Chetek Representative.....	Jim Metcalf	

BOARD OF APPEALS

3-year Term

Name
 Mark Eby
 Jan Sobus

BOARD OF REVIEW

5-Year Term

Name
 Kathy Dunham
 Mark Eby

HOUSING AUTHORITY OF the CITY OF CHETEK

5-Year Term

Name
Manager – Meg Skemp, Barron County Housing
 Council member: Terry Hight
 Cindy Schaller
 LouAnn Novak
 Alex Hardin

CITY PLAN COMMISSION

3-Year Term

Name
 Jeff Martin, mayor
 Scott Bachowski, Council Member
 Dave Swangim
 Shawn Ayers

LIBRARY BOARD
3 Year Term

Name

Jeff Martin, mayor
Louise Brown
Evelyn Nelson

Term Expires

COMMUNITY CENTER BOARD MEMBERS

Name

1 Year Term

(one senior citizen rep, 4-6 citizen members, one council member)

Earl Grover, council member - chairperson

Brenda Anderson, senior citizen rep

Sherry Chuchwar , citizen member.

John Rush, citizen member

August Bleske, citizen

fundraiser question

2 messages

Benn Malmanger <benn@campchetek.org>

Tue, Apr 13, 2021 at 2:05 PM

To: Carmen Newman <cnewman@cityofchetek-wi.gov>

Carmen,

I am not sure who to propose this to, but 2 years ago I was told to bring it up to the city board for consideration. Camp Chetek will be hosting a small fishing tournament May 13th-15th of this year. All of the proceeds of the event will be used to sponsor kids to come to camp. Due to the number of boats that will use the boat ramp, I would like to propose that Camp Chetek could create a window displayed voucher (in lieu of a daily ramp envelope) for those that will be registered to fish for that event. We would love to offer this as a discount if possible due to the nature of the event, but if not at least for the ease of payment and boat ramp congestion. We could then submit the entire payment in one check to the city.

Please let me know your thoughts and if it would work to propose to the city board.

Have a great day,

Benn Malmanger
Camp Chetek

Virus-free. www.avg.com

Carmen Newman <cnewman@cityofchetek-wi.gov>

Tue, Apr 13, 2021 at 3:53 PM

To: Benn Malmanger <benn@campchetek.org>

Hello Benn,

I will put this on next week's agenda for the council to consider. I will get back to you on Wednesday, April 21st.

Have a good night!

Carmen Newman
clerk/treasurer, WCMC
City of Chetek - Barron County
220 Stout Street, PO Box 194
Chetek, WI 54728
pop.est. 2221
715-924-4838
cnewman@cityofchetek-wi.gov
www.cityofchetek-wi.gov

[Quoted text hidden]

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Chetek ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective February 28, 2020, this Supplemental Letter Agreement dated March 31, 2021 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Water Tower Improvements - Design**.

Client's Authorized Representative: Dan Knapp, Director of Public Works

Address: 220 Stout Street, PO Box 194
Chetek, WI 54728

Telephone: 715.924.4236 **email:** dknapp@cityofchetek-wi.gov

Project Manager: Jana Nyhagen, PE, NACE, Project Manager

Address: 1701 West Knapp Street, Suite B
Rice Lake, WI 54868

Telephone: 715.861.4869 **email:** jnyhagen@sehinc.com

Scope: The Basic Services to be provided by Consultant:

Basic Services: Engineering Preliminary Design and Design Services for a new water tower immediately adjacent to the existing standpipe and well pump and motor modifications to increase the total dynamic head. Services include bidding documents for the water tower (civil, process, electrical) and well pump and motor modifications (process, electrical). Modifications to the well houses will include well house related recommendations and non-conforming features listed in the 2020 DNR Sanitary Survey and minor cosmetic architectural repairs.

1. PROJECT SCHEDULE AND REVIEW MEETINGS

- 1.1. Project Design Schedule
- 1.2. Design Meetings (4 total)
- 1.3. Meeting Minutes (4 total)

2. PRELIMINARY DESIGN

Phase I - Data Gathering and Analysis

- 2.1. Water Tower Design Analysis
- 2.2. Well Pump / Well House Analysis
- 2.3. Site Survey & Analysis
- 2.4. Features & Accessories Analysis
- 2.5. Geotechnical Coordination & Analysis
- 2.6. NR 811.09(3) Engineering Report
- 2.7. DNR/PSC Pre-Submittal Conference

Phase II - 30% Submittal

- 2.8. Existing Conditions Drafting
- 2.9. Geotechnical Recommendations
- 2.10. FAA Permitting Analysis
- 2.11. Preliminary Site Drawings
- 2.12. Specifications List
- 2.13. Permits List
- 2.14. Opinion of Probable Cost
- 2.15. Preliminary Design Phase II Drawings

Phase III - 60% Submittal

- 2.16. Utility Conflict Resolution

- 2.17. Preliminary Design Phase II Redlines
- 2.18. Preliminary Design Phase III Drawings
- 2.19. Draft Specifications
- 2.20. Project Quantities and Opinion of Probable Cost
- 2.21. Preliminary Design Phase III Submittal (2 printed sets)
- 2.22. PSC Submittal & Approval Coordination
- 3. FINAL DESIGN - 95% & FINAL SUBMITTAL
 - 3.1. Specifications
 - 3.2. Final Design Drawings
 - 3.3. Quality Control Review of Contract Documents
 - 3.4. Updated Project Quantities and Opinion of Probable Cost
 - 3.5. DNR Submittal & Approval Coordination
 - 3.6. Stamped Final Design Drawings & Specifications

ADDITIONAL SERVICES

Services beyond the basic services identified above shall be considered additional services and entitle consultant to equitable adjustments in compensation and schedule as provided in the Master Agreement. Additional services which may become necessary for this project include but are not limited to the following:

- 1. Funding Applications and Administration
- 2. Boundary survey for tower site, land acquisitions and easements.
- 3. Easements.
- 4. Geotechnical firm expenses.
- 5. Design and supply of new control system hardware and software to incorporate into the Client's SCADA program.
- 6. Utilities and access design, construction, and inspection beyond extension from existing utility mains to new water tank (such as for a water tower at a different site).
- 7. SCADA integration
- 8. Bidding Services
- 9. Construction Administration
- 10. Inspection Services

Resident Project Representative Services: RPR services are not included in this Agreement.

Schedule: Design services will begin immediately upon execution of the Agreement. Milestones/deadlines are listed below:

- 1. Kick-Off Meeting _____ April 2021
- 2. 2021 CDBG-PF application _____ Due May 13, 2021 (in separate contract)
- 3. Preliminary Design Phase I _____ April - May 2021
- 4. Preliminary Design Phase II _____ July - August 2021
- 5. CDBG-PF acceptance and begin environmental review _____ Milestone August 2021 (in separate contract)
- 6. Preliminary Design Phase III _____ September - October 2021
- 7. SFY 2022 ITA/PERF Application _____ Due October 31, 2021 (no fee)
- 8. Final Design _____ November 2021
- 9. DNR/PSC Approval Coordination _____ December 2021 - January 2022

Payment:

The hourly fee for design services is estimated to be \$122,000 including expenses and equipment.

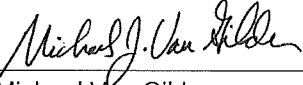
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1. Additional work, if authorized, shall be compensated in accordance with the current rate schedule.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

City of Chetek

By: 
Michael Van Gilder
Title: Client Service Manager

By: _____
Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chetek (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 31, 2021

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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APPENDIX A-USE PERMIT

"Pick Up and Drop Area"

The City of Chetek Barron County, Wisconsin does hereby authorize and grant the use of the designated "Pick Up and Drop Area" on Lake Chetek as said area is defined by the City of Chetek Code of Ordinances in ARTICLE III. - LAKE AND OTHER BOATING REGULATIONS, as amended from time to time, and subject to the restrictions and the ordinances now existing or hereafter adopted regulating the use of said area, to:

Name: Chetek Hydroflites

Agent: Janene Haselhuhn, president

Address City, State, Zip: 887 25th Street, Chetek, WI 54728

Phone Number of Organization or Agent (715) 205-8095

Additionally, this permit is subject to the following conditions:

- 1.) This permit shall be granted for a period of twelve (12) consecutive calendar months and must be reapplied for on an annual basis.
- 2.) A fee of \$1.00 shall be imposed.
- 3.) This permit shall be exclusive for the dates and periods involved.
- 4.) By acceptance of this permit, applicant authorizes the Mayor and/or Police Chief to immediately suspend this permit pending a hearing to review this permit under City Water Ski Use Permit Ordinance.
- 5.) This permit is effective only on the following dates and for the following times:
May 1, 2021 through April 30, 2022 - 11:00 a.m. until 9:00 p.m. except during week of ski lessons in June.
- 6.) This permit is not valid or effective until accepted by the applicant.

Approved this 20th day of April, 2021

Accepted this 12 day of April, 2021

BY: Janene Haselhuhn
Individual or Agent

BY: _____
Mayor



The EVOLIS Radar Speed Sign

...Portable, Affordable and EXTREMELY Effective



The portable, pole-mounted **EVOLIS Radar Speed Sign** is the ideal traffic-calming tool for any traffic scenario and environment. At only 19lbs, constructed from robust ABS Injection Molded Resin, the Evolis RSS was ingeniously designed for easy portability and product longevity.

The superior Doppler radar technology incorporated within the Evolis Radar Speed Sign offers an extended vehicle detection range of over 1,000 feet. The high visibility of the 14" speed digits, enabled by 3 rows of ultra-bright, tri-color, LEDs combined with the simultaneous display of programmable messages, helps correct driver behavior with an average **decrease of 25% in overall speed!**

The EVOLIS RSS is available as a battery-operated or solar-powered, full-option package, including all the necessary power accessories for immediate functionality. Each pack also includes bi-directional traffic data collection and comprehensive traffic analysis software, elevating the EVOLIS Radar Speed Sign from an effective traffic calming device to **an indispensable ally in speed infraction prevention and enforcement.** This sophisticated service has **NO** subscription fees and the updates are entirely **FREE** for life!


The GLOBAL favorite!

**13,000+ EVOLIS Radar Speed Signs installed in
8,000+ communities WORLDWIDE!**

Each Package Includes:

- ✓ 28"X 28" Evolis Radar Speed Sign (2 power choices)
- ✓ Highly visible 14" speed digits: 3 rows of tri-color LEDs
- ✓ Customizable message display
- ✓ Bi-directional traffic data collection
- ✓ Comprehensive analysis & configuration software
- ✓ FREE updates & NO subscription fees!
- ✓ Bluetooth® + smartphone app
- ✓ Mounting kit & specific accessories for solar or battery-operated packs
- ✓ 2 year warranty



 (646) 878-6259

 www.elancity.net / sales@elancity.net



SPEED DISPLAY	
SPEED DIGITS	Height: 14", Display: 7 segment
"YOUR SPEED" legend	1.26" Highway-Gothic font
LEDs	Ultra-bright, 3-row thick LEDs. Amber-only mode or tri-color: Amber, Green and Red.
LED ANGLE	30° cone angle, auto-dimming
VISIBILITY	1,000+ feet
POWER CONSUMPTION	Ultra-low power consumption. Average <5W
FLASH RATE	Default setting: 54 cycles/minute. Configurable
TEXT DISPLAY	
LEDs	Ultra-bright, Amber
MESSAGES	Pre-programmed or entirely personalized
SIZE-FONT / GRAPHICS	Choice of size and font, 1 or 2 lines of text
DETECTION	
DOPPLER RADAR	Bidirectional, K-Band, 24.125 GHz (FCC part 15 compliant)
ACCURACY	+/- 1 Mph, 99% accuracy
BEAM WIDTH	12° Horizontal – 25° Vertical
SPEED DETECTION	5 – 160 Mph
DETECTION RANGE	500ft to 1,000ft (configurable)
CASING	
MATERIAL	Robust, anti-corrosive ABS injection molded resin; Curved polycarbonate front face
SIZE / WEIGHT	Dimensions: 28"H x 28"W x 6"D Weight: 19lbs. (without batteries)
WATERPROOF RATING	NEMA 4R / IP 65
COLOR	UV treated light grey (other colors available)
TEMPERATURE RESISTANCE	-40° F to +140° F (operational in extreme weather conditions)
ELECTRICAL SAFETY FEATURES	Two fuses (internal and external), internal pressure safety valve
BATTERY ENCLOSURE	Capacity to hold up to 2 batteries; manual dial for factory setting speed thresholds + SP
CONFIGURATION	
EVOCOM Software	Software for radar configuration + FREE updates
COMMUNICATION	USB, Bluetooth, EVOMOBILE Smartphone application and GPRS (Optional)
THRESHOLDS	Speed (min, limit, max), anti-racing, flashing, color change (if activated)
TIMER MODE (School-zone mode)	Alternative speed threshold: up to 2 settings / 4 time slots per day
STEALTH MODE	Continuous traffic data collection with blank display
TRAFFIC DATA ANALYSIS	
EVOGRAPH Software	Software for traffic data analysis + FREE updates & NO subscription fees ever
SPEED	Average and maximum speed, 85th percentile, distribution per speed group
COUNT	Estimated vehicle count
TYPE	Bi-directional, time-stamped data
MEMORY STORAGE	Up to 1 million vehicles
FORMAT	Charts and graphs in Excel and/or Pdf form, for easy report printing
POWER OPTIONS	
"Solar-Mobile": Solar-powered	Portable, fully autonomous, powered through solar panel and batteries
"Ultra-Mobile": Battery-operated	Portable, fully battery-powered with average 7 day autonomy, includes external charger
"AC": City lighting (available in certain states)	Stationary, powered by battery charged through and dependent on city lighting
ACCESSORIES	
MOUNTING KITS	Curved, ABS-injected resin, universal mounting-bar (pole and pole straps not included)
SOLAR PANEL	32" X 37", 80 watt solar panel w/ aluminum bracket mounting kit
BATTERIES	12V/22AH batteries included: AC X 1, Solar-Mobile X 2, Ultra-Mobile X 4
EXTERNAL CHARGER	12V external battery charger (included in Ultra-Mobile pack)

ELAN CITY
10-34 44th Drive
Long Island City, NY 11101
United States

Phone. : (646) 878-6259
Fax. : (646) 770-3906
Email: sales@elancity.net

Shipping address:

Chetek Police Department
PO Box 537
101 Moore St
CHETEK, WI 54728
United States

Invoice address:

Chetek Police Department
PO Box 537
101 Moore St
CHETEK, WI 54728
United States

Chetek Police Department
PO Box 537
101 Moore St
CHETEK, WI 54728
United States

Tel: +17159243686
Fax: +17159242855

Quote N° S05179

Customer Reference	Quote Date	Contact	Terms of payment
	02/23/2021	Hugo BARR	

Description	QTY	Each	Disc.(%)	Ext. price
[01112] 14" Solar Evolis Radar Speed Sign EVOLIS Radar Speed Sign with Programmable Message Display; Internal Solar Power Regulator; Traffic Data Collection + Analysis Software with NO Subscription Fee; Bluetooth & Smartphone App; Mounting Kit (Mounting bar)	2.00 Unit(s)	3,250.00	0.00	\$ 6,500.00
[028] 12V 22Ah Battery 12V 22Ah Battery	4.00 Unit(s)	100.00	100.00	\$ 0.00
[0223] 80W solar panel including fixings with mounting kit and connection cables	2.00 Unit(s)	500.00	100.00	\$ 0.00
[99900] Discount TPS21	1.00 Unit(s)	-1,001.00	0.00	\$ -1,001.00
Delivery Charge	1.00 Unit(s)	300.00	0.00	\$ 300.00
Total:				\$ 5,799.00
Taxes:				\$ 0.00
Total:				\$ 5,799.00

.....TO PLACE AN ORDER, PLEASE COMPLETE THE FOLLOWING:

.....
.....
Title: _____ Name (First, Last): _____

Check this box:
I have read, understood and agree to the terms of the Elan City Inc. :
"General Terms of Sales and Delivery - WARRANTY."
Signature: _____

Date: (m/ d/ y): __ / __ / __
and email it back to us along with your tax exempt form

ELAN CITY
 10-34 44th Drive
 Long Island City, NY 11101
 United States

Phone. : (646) 878-6259
 Fax. : (646) 770-3906
 Email: sales@elancity.net

Description	Tax	Quantity	Unit Price	Disc.(%)	Price
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CUSTOMER CONTACT INFO:

- Name: Ron Ambrozaitis
 - Phone: 7159243686
 - Email: chief@cityofchetek-wi.gov
- IN CASE DELIVERY ADDRESS IS DIFFERENT:

- Delivery address:
- Contact :
- Phone/ Email:

.....
QUOTE PRICING AND EXPIRATION

- Quote valid until :60 Day
- PROMO CODE / OFFER: TPS21 -\$1001

.....
 2-year warranty included.
 Taxes not included.

.....
GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY – WARRANTY

.....
 The terms and conditions as cited in this document, apply to any and all sales of radar speed signs supplied by Elan City Inc. Accessories, such as batteries, are covered by a separate and different warranty labeled “battery warranty”, included below. Completion and signature of this document is a binding contract. This document must be completed and signed by buyer / client at the time of initial purchase and each future purchase of Elan City Inc. products.

.....
DELIVERY OF GOODS

.....
 Upon delivery of all goods, the client is required to verify the external condition of each package. The client must refuse the entire delivery if the package(s) are not in good condition, and contact Elan City Inc immediately. The client is required to verify that the quantities noted on the packing list are in accord with those delivered. If packages are in good condition but the quantity is incomplete as to the packing list, the client must indicate this anomaly directly on the transporter’s copy of the delivery-note and must immediately inform Elan City Inc. The liability of potential damage to delivered goods and / or missing packages cannot be attributed to the carrier nor to Elan City Inc. after delivery and suite to non-conformity of these instructions by the buyer.

.....
 Good condition and correct quantity of contents of package must be verified within 5 days of delivery. The device must also be tested within these 5 days of delivery to establish its correct functionality. Beyond the 5 days, the payment cannot be contested by the buyer if the device and its accessories are found to be “dead on delivery” and / or malfunctioning and / or missing. Full payment of the complete order must be fulfilled by the buyer, within the time frame previously established on the signed contract (quote).

.....
RETENTION OF TITLE

ELAN CITY
 10-34 44th Drive
 Long Island City, NY 11101
 United States

Phone. : (646) 878-6259

Fax. : (646) 770-3906

Email: sales@elancity.net

Description	Tax	Quantity	Unit Price	Disc.(%)	Price
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Delivered goods shall fully remain the property of Elan City Inc. until all goods received have been fully paid for by the buyer. Payment must be made within 30 days of receiving the invoice as indicated on the signed contract (quote). In the event of late payment, a certified notice for account delinquency will be sent to the buyer, which will then allow the buyer 8 days to make full payment. Beyond this time frame, Elan City Inc. retains the right to remove the materiel from the buyer.

.....

WARRANTY

Delivered goods are fully covered by the warranty, including the device and its components as well as the labor and delivery fees associated with its repairs and / or replacement suite to defects approved by Elan City Inc. for a full 24 months from the date of delivery arrival, with the exception of batteries which are not covered by this warranty. (see "Battery Warranty")

In the case of device malfunction, Elan City Inc. will carry out remote diagnostic checks with the client and with their approval, in order to identify any defective components (power supply, software, etc.) prior to proceeding with in-shop repairs, if needed.

.....

WARRANTY DISCLAIMER: The Warranty does not apply to any damage caused by but not exclusive to:

- Vandalism, fire, falls or impact
- Abuse or mishandling
- Unauthorized modifications and / or unauthorized additional / replacement accessories or products
- Damage caused during transportation (see clause "Delivery of Goods")
- Malfunctions due to improper connection or battery cable polarity inversion
- Problems suite to improper installation non-compliant to our recommendations
- Problems suite to wearing parts and / or accessories including the following but not exclusive to: batteries over 6 months old, broken / worn pole straps, broken / worn pole, etc.

Any repairable device, not or no longer covered by the warranty, which is returned to our after-sales service, will automatically undergo a refurbishment / repair quote, which will be submitted to the customer for acceptance or rejection. In case of rejection, the client will be liable for delivery costs and diagnostic testing costs incurred by Elan City Inc.

.....

RETURNS PROCEDURE: The client must inform the Customer Service department and describe the problem encountered in detail. The Elan City technicians will assist the client and attempt to identify the problem by performing remote diagnostic tests. If remote testing concludes defective device and / or components, the technician will attribute an RMA (Return Merchandise Authorization) or Claim Number to the customer, authorizing product return to the After Sales Service Department. This RMA / Claim number will be confirmed by email, along with a form outlining the After Sales Service Return Policy. The form must be completed, signed and dated by the client, and returned to the Elan City logistics department who will then process the request. A transportation request will then be sent by email to the customer and the removal of the package will be organized through an Elan City Inc. authorized carrier.

.....

In the case of customer refusal of the initial remote diagnostic testing, resulting in the independent and unauthorized sending of device / product(s), the devices / product(s) found non-defective, will not be covered by the warranty. The customer will then receive a quote from the After Sales Service Department for the in-shop diagnostic tests and the delivery costs for device / product(s) retrieval, the payment of which will need to be agreed

ELAN CITY
 10-34 44th Drive
 Long Island City, NY 11101
 United States

Phone. : (646) 878-6259

Fax. : (646) 770-3906

Email: sales@elancity.net

Description	Tax	Quantity	Unit Price	Disc.(%)	Price
upon before releasing the device / product(s).					
.....					
.....					
.....					
TERMS OF TRANSPORT : Failure to comply with the terms of transportation below, will cancel the RMA and the					
package will be returned to sender.					
.....					
• Batteries must not be present in the device or the device's packaging during the transportation					
• The device must be sent back in its original packaging. This includes properly packaging the device in the original					
foam and the original box.					
• Protective foam must protect all four corners of the device, in accordance to its original packaging when initially					
received.					
• The package must be sealed with security tape at both ends.					
• If the original packaging was not kept or was lost, a quote for replacement packaging will be sent to the client.					
• If the package is being shipped by pallet, the package must be put upright and film-wrapped before shipment.					
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BATTERY WARRANTY					
.....					
Batteries are under warranty by Elan City Inc. for 6 months. The same conditions of "delivery of goods" and					
"retention of title" are true for the batteries as for the device. Replacement batteries must be purchased from Elan					
City Inc. Use of non Elan City Inc. batteries and / or accessories, can annul the warranty(s), including the device's					
warranty. (See clause "warranty disclaimer"). Battery wires cannot be sold separately and must be purchased as a					
battery pack.					
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TERMS & CONDITIONS AND REIMBURSEMENT					
.....					
All sales are final: no returns , exchanges and / or reimbursements. Elan City Inc. is not liable and will not reimburse					
or exchange goods for the following reasons but not exclusive to these reasons:					
.....					
• Product's non-accordance with current and / or future local laws and / or regulations regarding the following but					
not exclusive to: radar speed sign specifications, road / zone placement, installation / mounting					
• Product's non-accordance with Department of Transportation's regulation or choice of approval / authorization.					
• Customer's dissatisfaction with product and / or customer service, company policies, etc.					
• Change of personnel (original buyer change of post or title).					
• Purchase made by unauthorized personnel.					
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Warranty active upon delivery of goods.					
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