

City of Nekoosa, Wisconsin DRAFT Forestry Ordinance

21 November 2024

INTENT AND PURPOSE; APPLICABILITY

To establish and maintain a safe, healthy, age and species-diverse tree population throughout all portions of Nekoosa, with the intent to increase wellness of the citizenry, reduce stormwater runoff and increase energy conservation while striving for a large canopy cover that will help achieve these and other forestry goals.

The provisions of the chapter shall apply to all trees and shrubs presently or hereafter planted in or upon any public area including terraces; and also to all trees and shrubs presently or hereafter planted in or upon any private premises which shall endanger the life, health or safety of persons or property or present a risk of disease or pests.

DEFINITIONS

In this chapter, unless the context clearly requires otherwise, the following words and phrases shall be defined as follows:

City is the City of Nekoosa, Wisconsin.

City Forester shall mean the person designated by the City under this chapter, or his/her duly authorized representative designated to perform inspection or otherwise enforce the provisions of this chapter.

Tree shall mean a woody plant, reaching a height of twelve feet or more.

Shrub shall mean a woody plant usually with multiple stems branched at or near the base, typically reaching a height of less than twelve feet.

Terrace shall mean turf and trees located between the back of curb and sidewalk or the back of curb and the property line – whichever condition exists – and within the street right-of-way

Public Tree All trees located in or upon parks, street rights-of-way, and other lands owned, controlled, or leased by the City of Nekoosa

Private Tree All trees not located in or upon lands owned, controlled, or leased by the City of Nekoosa.

Terrace Tree shall mean any public tree presently or hereafter located in the public way between the curb and public sidewalk, or between the curbs of a median strip, or in the equivalent location with respect to future curb, sidewalk or median strips where such curbs or sidewalk are not installed.

Invasive Plant Species Nonindigenous species whose introduction causes, or is likely to cause, economic or environmental harm or harm to human health. According to Wisconsin DNR's NR40 rule, with certain exceptions, the transport, possession, transfer and introduction of "prohibited"

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plant species is banned. Restricted plant species are also subject to a ban on transport, transfer and introduction, but possession is allowed.

DBH Diameter at Breast Height – Standard tree measurement of diameter taken at 4.5' above grade that is typically measured with a specialized diameter tape. Not used for nursery stock (see caliper below). DBH is the industry standard for tree measurement.

Caliper Used when purchasing nursery stock. Caliper is the diameter of the trunk, measured at 6" above the soil line, on trees that measure 4" caliper or smaller. Over 4" caliper trees are measured 1' from the soil line.

Permit shall mean written permission from the City Forester to perform maintenance and protection on any public tree or shrub or undertake construction in the vicinity of any public tree or shrub. Permits may contain specifications or provisions imposed by the City Forester to ensure the health of trees and shrubs. Any person performing work pursuant to a permit shall comply with all such specifications and other directives contained in the permit.

Public Nuisance Any tree or shrub or part thereof located upon any public or private, which by reason of its condition interferes with the use of a public area, is infected with an infectious plant disease, is infested with injurious insects or pests, is injurious to public improvements, is dead or cannot substantially support foliage, or endangers the life, health or safety of persons or property due to its physical condition.

Topping also known as heading, hatracking, dehorning or rounding over shall mean the cutting of large diameter branches at a point between lateral shoots thereby leaving stubs and resulting in substantial size reduction and destruction of the natural form and shape of a mature tree.

Tree Protection Zone shall mean a zone of protected space surrounding any public tree extending from the topmost branch or leader downward to a distance of thirty- six (36) inches below the surrounding ground surface level. The radial dimension from the center of the tree to the outermost horizontal limit of the zone is determined by the diameter of said tree as measured at four and one half (4 ½) feet above ground surface level.

Urban Forest shall mean the aggregate of all trees, shrubs and other woody vegetation within the City of Nekoosa.

AUTHORITY OF CITY FORESTER

Powers and Duties. The City Forester, subject to the direction and supervision of the City of Nekoosa Mayor shall have the following general powers and duties:

To direct, manage, supervise, and control the City's forestry program to include the planting, removal, trimming, maintenance, and protection of all trees and shrubs in or upon all public areas of the City; to supervise private contractors in the planting, removal, trimming, maintenance, and protection of said trees and shrubs.

To cause the provisions of this ordinance to be enforced, including the authority to issue citations.

To guard all trees and shrubs within the City against the spread of plant diseases, insects or pests; to eliminate conditions which may endanger the life, health, or safety of persons or property.

Authority to Preserve and Remove Public Trees and Shrubs. The City Forester shall have the authority to plant, remove, maintain, and protect all public trees and shrubs or cause such work to be done as may be necessary to preserve the beauty of public areas, and to protect life and property.

Authority to Enter Private Premises. The City Forester or his/her authorized representative shall have the authority to enter upon private real estate, excluding any buildings thereon, at reasonable times for the purpose of examining or taking the necessary samples of any suspected nuisance tree or shrub located upon or over such premises, and enforcing the provisions of this ordinance. All nuisance trees and shrubs to be removed pursuant to this ordinance may be appropriately marked by the City Forester.

PUBLIC NUISANCE, DECLARATION AND ABATEMENT

Public Areas. Whenever the City Forester shall find on examination that a public nuisance as herein defined exists upon any public area, he/she shall immediately cause such nuisance tree, shrub, or part thereof to be treated, trimmed, removed, or otherwise abated in such a manner as to destroy or prevent the spread or continuance of the nuisance. The manner in which the nuisance shall be abated shall be determined by the City Forester.

Private Areas. If the City Forester shall determine with reasonable certainty upon inspection or examination that any nuisance tree or shrub as herein defined exists in or upon any private premises within the City, he/she shall notify the owner of such premises, or the owner's agent, in writing that said nuisance tree or shrub must be treated, trimmed, removed, or otherwise abated. Said written notice shall specify the nature and exact location of the nuisance, the manner in which the nuisance shall be abated, and the time limited in which the nuisance shall be abated which shall not be less than thirty (30) days after issuance of said notice unless the City Forester shall determine that immediate action is necessary for the public safety.

Immediate Hazard or Nuisance. In the event that a tree has fallen from private property onto city property during a private cutting operation, or due to negligence of the property owner, it is the responsibility of the owner of the property from which the tree fell to cause it to be removed in accordance with this ordinance. Should the City Forester determine that the fallen tree is an immediate hazard or nuisance, they shall cause the tree to be removed and shall report the expense thereof to the City Treasurer who shall enter it as a charge against the property upon which the tree was originally located. In the event that such tree has fallen due to a storm or other identifiable act of God, the city shall remove the tree without charge to the property owner.

Tree Partially on Public Property. In the event that a tree, which is partially located on public property needs to be removed, the city and the sharing private property owner will share in the removal costs on the basis of the percentage of the base of the tree on each property.

PROHIBITED ACTS REGARDING PUBLIC TREES AND SHRUBS

Injury to Public Trees and Shrubs Prohibited. No person shall, without written permission from the City Forester, do or cause to be done any of the following:

Secure, fasten, or run any rope, wire, sign, electrical installation or other device or material to, around or through any public tree or shrub except in an emergency such as a storm or accident.

Break, injure, mutilate, deface, kill, or destroy any public tree or shrub.

Top or make topping cuts on any public tree.

Permit any toxic chemical, gas, smoke, oil, or other injurious substance to seep, drain, or be emptied upon or about any public tree or shrub. Except routine winter street maintenance by City Departments.

Excavate any ditch, tunnel, or trench, or lay any drive, sidewalk or other impermeable surface within the tree protection zone of any public tree or shrub.

Erect, alter, repair, raze, or excavate within the tree protection zone of any public tree or shrub without placing suitable guards approved by the City Forester around such trees and shrubs which may be injured by such operations.

Remove any guard, stake, or other device or material intended for the protection or support of any public tree or shrub.

Place any earth fill, rock, trash, other material, or vehicles or equipment within the tree protection zone of any public tree or shrub which may compact or prevent the entry of air and water to the root zone.

Obstruction of Signs, Signals, Travel. All trees and shrubs located upon any public way or upon any private premises adjacent to the public way shall be kept trimmed so that the lowest projecting branches provide a clearance height of not less than thirteen (13) feet above the travel portion of a public street, and not less than eight (8) feet above the public sidewalk. The City Forester may waive the provisions of this section for newly planted or naturally low-profile trees if he/she determines that they do not interfere with public travel, obstruct the light of any street light, obstruct the view of any traffic sign or signal, or endanger public safety.

Any tree or shrub or part thereof found to be in violation of the provisions of this ordinance shall be declared to be a public nuisance and shall be subject to abatement as set forth in this ordinance.

PLANTING, REMOVAL, MAINTENANCE AND PROTECTION OF PUBLIC TREES AND SHRUBS

Permit Required. No person shall plant, remove, maintain or protect any public tree or shrub, or cause such work to be done without obtaining a written permit from the City Forester.

Application and Approval. Any person desiring to plant, remove, maintain or protect any public tree or shrub shall apply in writing to the City Forester for a permit to do such work. Such application shall specify the location and description of the proposed work. If the City Forester determines that the proposed work is necessary and in accord with the purposes of this ordinance, taking into account

the safety, health, and welfare of the public, location of utilities, public sidewalks, driveways and street lights, general character and aesthetic quality of the area in which the tree or shrub is located or proposed to be located, and the soil conditions and physiological needs of the tree or shrub, he/she shall issue a permit to the applicant.

Permit Form, Expiration, Compliance, Inspection. Permits shall be issued by the City Forester for this purpose and shall include a description of the work to be done and shall specify the genus, species, variety, size, grade, and location of trees or shrubs to be planted, if any. Any work done under such permit shall be performed in strict compliance with the terms thereof and with current arboricultural specifications and standards. The City Forester may inspect all work performed pursuant to this section and require any work deemed by the City Forester to be unsatisfactory to be corrected. Permits issued under this section shall specify an expiration date not to exceed six (6) months after the date of issuance.

Permit Exemptions. No permit shall be required to water or fertilize any public tree or shrub or to take the necessary action to guard the public safety or clear the public way in the event of a storm, accident or other emergency.

Arboricultural Specifications and Standards. The following specifications and standards are hereby established for the planting, pruning, and removal of all public trees and shrubs within the City.

Planting

No tree shall hereafter be planted which is less than one and one half (1½) inches in diameter at six (6) inches above the ground.

No street tree shall be planted closer than two (2) feet from the curb line or the street edge of the sidewalk.

No street tree shall be planted less than ten (10) feet from any driveway or fire hydrant, or within the designated clear-vision triangle or less than thirty (30) feet from any street corner, whichever is greater.

At those street locations where the City forester determines that there is not adequate space between a curb and a sidewalk to properly plant a street tree, the City forester with property owner agreement, select and plant a tree(s) between the street and house. Upon planting, the property owner shall then accept all ownership and all future maintenance of the tree(s).

All street trees hereafter planted shall be spaced not less than twenty-five (25) feet apart except that a tree planted for the purpose of future replacement of an existing declining tree may be planted less than twenty-five (25) feet from the declining tree. The actual spacing, location and alignment of street trees shall be determined by the City Forester based on the mature size of the species to be planted and the specific site limitations.

The City of Nekoosa maintains a list of prohibited tree species. These shall not be planted along public areas.

Pruning

All pruning of public trees and shrubs shall conform with the standards set forth in ANSI A300 Standards for Tree Care Operations parts 1-10 or the most recent version thereof.

Removal

Trees that are removed under this Chapter shall be completely removed from the growing site and disposed of in the proper manner. Any person or firm engaged in the removal of any public tree or shrub shall have the necessary limits of insurance and shall be held liable for any injury or damage to persons or property.

Stumps and roots which elevate sidewalks and/or boulevards shall be removed from the growing site by grinding or other means to a depth suitable for the future planting of trees, shrubs, or turf. The hole created by removal of a stump shall be filled to the level of surrounding grade with mineral topsoil, tamped to prevent settling and seeded with mixture of grass species appropriate for the site.

Spraying, injecting, fertilizing, bracing, cabling or other arboricultural operations or treatments shall be performed in a neat and professional manner according to accepted arboricultural standards and in compliance with all laws governing the use of pesticides.

TREE PROTECTION DURING CONSTRUCTION IN PUBLIC AREA

Definitions as used in this section, the following terms shall have the meanings indicated:

Construction The installation, alteration, repair, replacement or relocation of any of the following:

Any street, curb, sidewalk, trail, pavement, streetlight, traffic signal or other surface structure.

Any underground utility distribution and service facility, including water pipe, sanitary and storm sewer, gas pipeline, electric power and communication wire, cable, conduit, duct and associated vaults, manholes, pull boxes; and any irrigation facilities.

Any overhead wire, cable and associated support structure.

Public Tree as defined in this chapter shall be extended to include any tree located on private property adjacent to a public area, with any part of the tree protection zone of such tree extending into the public area. 11

Permit required. No individual person, firm, partnership, association, corporation or government entity, except as provided in this ordinance, shall do or cause to be done, any construction as herein defined, within the tree protection zone of any public tree in the City prior to issuance by the City Forester of a valid Right of Way/Easement Permit.

Permit application; plan review; approval. Any person proposing to do construction work in the tree protection zone of a public tree shall apply in writing to the City Forester for a permit to do such work. Such an application shall specify the location and description of the proposed work, and the estimated start and completion dates. A complete copy of the construction plans shall be provided along with said application. If, upon review of the construction plans and any supplemental information provided by the applicant, the City Forester determines that the work is necessary and can reasonably be expected to progress in compliance with all forestry specifications and conditions, he/she shall issue the permit.

Permit form; expiration; compliance; inspection. Permits shall be issued by the City Forester and shall specify the forestry specifications and any special conditions or requirements to be satisfied in

connection with the work. Permits issued under this section shall specify an expiration date not to exceed 6 months after the date of issuance. The City Forester shall inspect the work in progress on a regular basis to ensure compliance with the terms of the permit.

Permit exemption. No permit shall be required for construction proposed by any department or division of City government; however, all other provisions of this section shall apply. Any contract entered into between any City department or division and a contractor for hire shall adhere to this ordinance. Any City employee performing construction work under this subsection shall also comply with the provisions of this ordinance.

COST OF PLANTING, REMOVAL, MAINTENANCE AND PROTECTION OF PUBLIC TREES AND SHRUBS

The entire cost of planting, removal, maintenance, and protection of trees and shrubs in all public areas of the City when performed by department employees or their contractors at the direction of the City Forester shall be borne by the City out of the department budgets, or from funds donated or otherwise acquired for this purpose. When a private party other than the City plants, removes, maintains, or protects public trees or shrubs pursuant to this ordinance, said party shall incur all expenses connected therewith.

VIOLATIONS AND PENALTIES

Any person who violates this chapter shall, upon conviction, be subject to the forfeiture amount in the Forfeiture Schedule of the City of Nekoosa §1-16. In addition, if as a result of the violation of any provisions of this chapter, the injury, mutilation or death of a tree, shrub or other plant located on City property is caused, the cost of repair or replacement of such tree, shrub or other plant shall be borne by the party in violation. The replacement value of trees and shrubs shall be determined in accordance with the most recent edition of A Guide to Plant Appraisal by the International Society of Arboriculture.

APPEALS

A person who receives an order from the City Forester and objects to all or part thereof may, within 10 days of receipt of order, notify the City Forester in writing of the nature of the objection and request to be placed on the agenda of the next scheduled Public Works Board meeting. The Public Works Board may elect to schedule a meeting sooner than the next scheduled meeting if it deems necessary. The Public Works Board may affirm, cancel, or modify the order, in its discretion, to best conform such order to the intent of this chapter. The decision of the Public Works Board shall become final after it is reviewed by the City Council.

SEVERABILITY

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision will not affect the validity of any other section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

Interference Prohibited. No person shall interfere with the City Forester or his/her authorized representative while engaged in the execution or enforcement of this ordinance.



November 6, 2024

Rick Schmidt, Director of Public Works
City of Nekoosa
951 Market Street
Nekoosa, WI 54457

Re: Agreement Amendment No. 1
Fishing Pier & Bank Stabilization – Nekoosa, WI

Dear Rick:

We propose to amend our current Agreement, (dated July 12, 2023) for engineering consulting services for the Fishing Pier & Bank Stabilization Improvement to include the additional services requested. The following services shall be provided:

I. SCOPE OF ADDITIONAL SERVICES:

A. Prepare Construction Documents

1. As you may recall, we had included the preparation of Construction Documents with the original proposal. These were not prepared as they were not needed for grant applications. With that, we are requesting an adjustment to the Construction Document phase to cover billing rate adjustments between 2023 and 2025. This work includes the preparation of plans ready for bidding, and the preparation of permit applications from the various agencies.

B. Bidding Services

1. Coordinate the bidding process including issuing bidding documents through QuestCDN.com online bid document distribution service. Answer questions during the bid process to provide clarification to the bid documents and issue addenda if necessary. This work shall be completed in conjunction with the bidding for Phase 1A work.
2. Conduct a virtual bid opening and prepare a tabulation of the bids received.
3. Make a recommendation to the Client concerning the award of the project to the lowest responsible bidder.
4. Coordinate securing a contract between the Owner and Contractor using standard Engineer's Joint Contract Documents Committee (EJCDC) documents.

C. Construction Services

1. Preconstruction Meeting: Consultant shall work with Client to facilitate a preconstruction conference with the Client, Contractor, Utility Companies, Developer, Developer's Engineer, and others as determined necessary.

2. Construction Staking: Consultant shall provide one-time horizontal and vertical staking consisting of the following:
 - a) Path Staking: The proposed path shall be staked and consist of offsets stakes along the alignment of the path. Offsets shall be at 25' intervals located 2'-3' behind the path. Cut/fill elevations shall be provided to the finished elevation of the path.
 - b) Fishing Pier and Fishing Node Staking: The proposed fishing pier location, the top shore mount, and the fishing node shall be staked with offsets. Cut/fill elevations shall be provided to the finished elevation of the top shore mount and top of the stepped boulder wall.
 - c) Staking provided shall be for the sole use by the Client for the purpose intended. Consultant shall not be responsible for work performed by others using the stakes provided.
 - d) Staking shall be completed at the request of Client provided a minimum of 48 hours' notice is given.
 - e) Staking assumes that the ground elevation shall be within 1 foot of the finished sub-grade elevation for each item to be staked and the site shall be free and clear of any obstructions that would prevent the stakes from being placed in the required locations.
 - f) This contract assumes one-time staking for each of the various components described. Any re-staking that may be required shall be completed as an additional service on a time and expense basis.
3. Contract Administration: Consultant shall complete the following items:
 - a) Review construction payment applications and provide recommendations to the Client regarding payment. This includes field measurements required to confirm the appropriate restoration quantities, and confirmation of items submitted for payment by the contractor.
 - b) Review and make recommendations on contractor-requested change orders.
 - c) Provide general project management and coordination throughout construction.
4. Construction Observation: Provide a Project Representative (PR) to observe construction activities. The PR shall be available on approximately a ½-time basis throughout construction. The presence of the PR shall not relieve the contractor of their obligations to conform to the requirements of the agreement between the Owner and Contractor.
5. Completion Punch-List: Complete a site visit at project completion to develop a punch-list. Coordinate completion of punch list with the contractor to gain project acceptance.

II. SCHEDULE:

A. The schedule to complete the activities noted above are as follows:

Activity	Date
1. Prepare Construction Documents	December 2024
2. Bidding & Contract Award	January – February 2025
3. Start Construction.....	May 2025
4. Construction Completion.....	July 2025

III. FEE STATUS:

A.	Original Agreement	\$25,800
B.	Agreement Amendment No. 1	
	Prepare Construction Documents (Additional Fee)	\$1,100
	Bidding Services (Fixed Fee)	\$4,700
	Construction Staking (Time & Expense)	\$2,400
	Construction Administration (Time & Expense)	\$5,000
	Construction Observation (Time & Expense)*	\$9,600
	Amendment No. 1 Total:	\$22,800

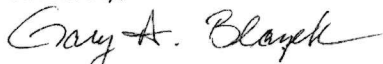
*Construction Observation assumes 64 hours (8 hours/week for 8 weeks). If the project does not require 64 hours of effort, the amount will reflect the actual hours required.

Current Total Agreement Amount:\$48,600

All other terms and conditions of the original Agreement remain in effect.

If the Agreement amendment is acceptable, please sign below and return one executed copy to our Reedsburg office.

Sincerely,



Gary A. Blazek, PE
Principal

City of Nekoosa

Authorization to Proceed: _____

Date: _____

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AND ORDINANCE CREATING § 17.38 WELLHEAD PROTECTION AREA OVERLAY DISTRICT, OF THE MUNICIPAL CODE OF THE CITY OF NEKOOSA, WOOD COUNTY, WISCONSIN, RELATING TO THE PROTECTION OF THE MUNICIPAL WATER SUPPLY.

THE BOARD OF TRUSTEES OF THE CITY OF NEKOOSA, WOOD COUNTY WISCONSIN, DOES ORDAIN AS FOLLOWS:

SECTION 1. Wellhead Protection Area Overlay District: Chapter 17, § 17.38 *Wellhead Protection Area Overlay District*, of the code of ordinances, City of Nekoosa, Wisconsin is hereby created to read as follows:

§ 17.38 Wellhead Protection Area Overlay District.

- (1) **Purpose.** The residents of the City of Nekoosa depend exclusively on groundwater for a safe drinking water supply. Certain land use practices and activities can seriously threaten or degrade groundwater quality. The purpose of this Ordinance is to establish a Wellhead Protection Area Overlay District to institute land use regulations and restrictions within a defined area which contributes water directly to the municipal water supply providing protection for the aquifer and municipal water supply of the City of Nekoosa and promoting the public health, safety and general welfare of City residents.
- (2) **Authority.** Statutory authority of the City to enact these regulations was established by the Wisconsin Legislature in 1983, Wisconsin Act 410 (effective May 11, 1984), which specifically added groundwater protection, in §59.97(1) {which has since been renumbered as §59.69(1)} and §62.23(7)(c), Wis. Stats., to the statutory authorization for county and municipal planning and zoning to protect the public health, safety and welfare. In addition, under §61.35, Wis. Stats., the City has the authority to enact this ordinance, effective in the incorporated areas of the City, to encourage the protection of groundwater resources.
- (3) **Application.** The regulations specified in this Wellhead Protection Ordinance shall apply within the area surrounding each municipal water supply well that has been designated as a “wellhead protection area” by the City in the most recent & up to date wellhead protection plan, and are in addition to the requirements in the underlying zoning district, if any. If there is a conflict between this chapter and the zoning ordinance, the more restrictive provision shall apply.
- (4) **Wellhead Protection Area Overlay District.** The location and boundaries of the zoning districts established by this chapter are set forth in the City of Nekoosa’ most recent and up to date wellhead protection plan on the map titled “Wellhead Protection Area” [on file in the City of Nekoosa office] incorporated herein and hereby made a part of this ordinance. Said figures, together with everything shown thereon and all amendments thereto, shall be as much a part of this chapter as though fully set forth and described herein. This ordinance and thus promotes public health, safety, and welfare. The Wellhead Protection Area Overlay District is intended to protect the groundwater recharge area for the water supply from contamination.

Note: Wellhead protection areas are derived from hydrologic studies and are based on the area surrounding a well where groundwater takes 5-years or less to travel from the land surface to the pumping well.

- (5) **Zone A Wellhead Protection Overlay District.** Zone A is the area of land which contributes water to the well in question, out to a 1-year time of travel to the well. Time of travel delineations are based on accepted hydrogeological research as outlined in the City of Nekoosa Wellhead Protection Plan, with zone boundaries normalized to the nearest public land survey system boundaries.

- (a) **Permitted Uses:** The following uses are permitted in Zone A subject to the separation distances in Section 7:

1. Parks, provided there is no on-site waste disposal or fuel storage tank facilities associated with this us.
2. Playgrounds.
3. Wildlife areas.
4. Non-motorized trails, such as bike, skiing, nature and fitness trails.
5. Residential, commercial and industrial establishments that are municipally sewered and whose use, *Aggregate of Hazardous Chemicals* in use, storage, handling and/or production may not exceed 20 gallons or 160 pounds at any time.
6. Routine tillage, planting, and field management operations in support of agricultural crop production, where nutrients from legume, manure, and commercial sources are accounted for and credited toward crop nutrient need. The combination of all nutrient sources applied or available on individual fields may not exceed University of Wisconsin soil test recommendations for that field.

(b) Conditional Uses. The following uses may be conditionally permitted in Zone A in accordance with § 17.26 and subject to the separation distances in Section 7:

1. Petroleum, hydrocarbon or hazardous chemical storage tanks. (Hazardous chemicals are identified by OSHA under 29 CFR 1910.1200(c) and by OSHA under 40 CFR Part 370.)
2. Motor vehicle services, including filling and service stations, repair, renovation, and body work.
3. All mining including sand and gravel pits.
4. Residential, commercial and industrial establishments that are municipally sewered and whose use, *Aggregate of Hazardous Chemicals* in use, storage, handling and/or production exceeds 20 gallons or 160 pounds at any time.

(c) Prohibited Uses.

1. Cemeteries.
2. Chemical manufacturers (Standard Industrial Classification Major Group 28).
3. Coal storage.
4. Dry cleaners.
5. Industrial lagoons and pits.
6. Landfills and any other solid waste facility, except post-consumer recycling.
7. Manure and animal waste storage except those facilities regulated by the County.
8. Pesticide and fertilizer dealer, transfer or storage facilities.
9. Railroad yards and maintenance stations.
10. Rendering plants and slaughterhouses.
11. Bulk storage of Salt or deicing material.
12. Salvage or junk yards.
13. Septage or sludge spreading, storage or treatment.
14. Septage, wastewater, or sewage lagoons.
15. Private on-site wastewater treatment systems or holding tanks receiving 12,000 gallons per day or more.
16. Stockyards and feedlots.
17. Stormwater infiltration basins without pre-treatment, including vegetative filtration and/or temporary detention.
18. Wood preserving operations.
19. Any other use determined by the city council to be similar in nature to the above listed uses.

(6) **Zone B Wellhead Protection Overlay District.** Zone B is the area of land which contributes water to the well in question, from the boundary of the 1-year time of travel out to the 5-year Time of Travel. Time of travel delineations are based on accepted hydrogeological research as outlined in the City of Nekoosa Wellhead

Protection Plan, with zone boundaries normalized to the nearest public land survey system boundaries.

(a) Permitted Uses. The following uses are permitted in Zone 2 subject to the separation distances in Section 7:

1. All uses listed as permitted uses in Zone A.

(b) Conditional Uses. The following uses may be conditionally permitted in Zone A in accordance with § 17.26 and subject to the separation distances in Section 7:

1. Petroleum, hydrocarbon, or hazardous chemical storage tanks. (Hazardous chemicals are identified by OSHA under 29 CFR 1910.1200(c) and by OSHA under 40 CFR Part 370.)
2. Motor vehicle services, including filling and service stations, repair, renovation and body work.
3. Private on-site wastewater treatment systems or holding tanks receiving 12,000 gallons per day or more.
4. Bulk storage of Salt or deicing material.
5. Residential, commercial and industrial establishments that are municipally sewered and whose use, *Aggregate of Hazardous Chemicals* in use, storage, handling and/or production exceeds 20 gallons or 160 pounds at any time.

(c) Prohibited Uses.

1. Chemical manufacturers (Standard Industrial Classification Major Group 28).
2. Coal storage.
3. Industrial lagoons and pits.
4. Landfills and any other solid waste facility, except post-consumer recycling.
5. Manure and animal waste storage except animal waste storage facilities regulated by the County.
6. Railroad yards and maintenance stations.
7. Rendering plants and slaughterhouses.
8. Salvage or junk yards.
9. Septage, wastewater, or sewage lagoons.
10. Wood preserving operations.
11. Any other use determined by the city council to be similar in nature to the above listed uses.

(7) **Separation Distances.** The following separation distances as specified in s. NR 811.12(5), Wis. Adm. Code, shall be maintained within the Wellhead Protection Area Overlay District.

- (a) Ten feet between a well and an emergency or standby power system that is operated by the same facility which operates the well and that has a double wall above ground storage tank with continuous electronic interstitial leakage monitoring. These facilities shall meet the installation requirements of s. ATCP 93.260 and receive written approval from the department of safety and professional services or its designated Local Program Operator under s. ATCP 93.110.
- (b) Fifty feet between a well and a storm sewer main or a sanitary sewer main where the sanitary sewer main is constructed of water main class materials and joints. Gravity sanitary sewers shall be successfully air pressure tested in place. The air pressure test shall meet or exceed the requirements of the 4 psi low pressure air test for plastic gravity sewer lines found in the latest edition of Standard Specifications for Sewer & Water Construction in Wisconsin. Force mains shall be successfully pressure tested with water to meet the AWWA C600 pressure and leakage testing requirements for one hour at 125% of the pump shut-off head.

- (c) Two hundred feet between a well field and any sanitary sewer main not constructed of water main class materials, sanitary sewer manhole, lift station, one or two family residential heating fuel oil underground storage tank or above ground storage tank or private onsite wastewater treatment system (POWTS) treatment tank or holding tank component and associated piping.
- (d) Three hundred feet between a well field and any farm underground storage tank system or other underground storage tank system with double wall and with electronic interstitial monitoring for the system, which means the tank and any piping connected to it. These installations shall meet the most restrictive installation requirements of s. ATPC 93.260 and receive written approval from the department of safety and professional services or its designated Local Program Operator under s. ATPC 93.110, Wis. Admin. Code. These requirements apply to tanks containing gasoline, diesel, bio-diesel, ethanol, other alternative fuel, fuel oil, petroleum product, motor fuel, burner fuel, lubricant, waste oil, or hazardous substances.
- (e) Three hundred feet between a well field and any farm above ground storage tank with double wall, or single wall tank with other secondary containment and under a canopy; other above ground storage tank system with double wall, or single wall tank with secondary containment and under a canopy and with electronic interstitial monitoring for a double wall tank or electronic leakage monitoring for a single wall tank secondary containment structure. These installations shall meet the most restrictive installation requirements of s. ATPC 93.260, Wis. Admin. Code, and receive written approval from the department of commerce or its designated Local Program Operator under s. ATPC 93.110, Wis. Admin. Code. These requirements apply to tanks containing gasoline, diesel, bio-diesel, ethanol, other alternative fuel, fuel oil, petroleum product, motor fuel, burner fuel, lubricant, waste oil, or hazardous substances.
- (f) Four hundred feet between a well field and a POWTS dispersal component with a design capacity of less than 12,000 gallons per day, a cemetery or a storm water retention or detention pond.
- (g) Six hundred feet between a well field and any farm underground storage tank system or other underground storage tank system with double wall and with electronic interstitial monitoring for the system, which means the tank and any piping connected to it; any farm above ground storage tank with double wall, or single wall tank with other secondary containment and under a canopy or other above ground storage tank system with double wall, or single wall tank with secondary containment and under a canopy; and with electronic interstitial monitoring for a double wall tank or electronic leakage monitoring for a single wall tank secondary containment structure. These installations shall meet the standard double wall tank or single wall tank secondary containment installation requirements of s. ATPC 93.260 and receive written approval from the department of safety and professional services or its designated Local Program Operator under s. ATPC 93.110. These requirements apply to tanks containing gasoline, diesel, bio-diesel, ethanol, other alternative fuel, fuel oil, petroleum product, motor fuel, burner fuel, lubricant, waste oil, or hazardous substances.
- (h) One thousand feet between a well field and land application of municipal, commercial, or industrial waste; the boundaries of a land spreading facility for spreading of petroleum-contaminated soil regulated under state administrative regulations while that facility is in operation; agricultural, industrial, commercial or municipal waste water treatment plant treatment units, lagoons, or storage structures; manure stacks or storage structures; or POWTS dispersal component with a design capacity of 12,000 gallons per day or more.
- (i) Twelve hundred feet between a well field and any solid waste storage, transportation, transfer, incineration, air curtain destructor, processing, wood burning, one time disposal or small demolition facility; sanitary landfill; any property with residual groundwater contamination that exceeds ch. NR 140 enforcement standards; coal storage area; salt or deicing material storage area; any single wall farm underground storage tank or single wall farm above ground storage tank or other single wall underground storage tank or above ground storage tank that has or has not received written approval from the department of safety and professional services or its designated Local Program Operator under s. ATPC 93.110, Wis. Admin. Code, for a single wall tank installation. These requirements apply to tanks

containing gasoline, diesel, bio-diesel, ethanol, other alternative fuel, fuel oil, petroleum product, motor fuel, burner fuel, lubricant, waste oil, or hazardous substances; and bulk pesticide or fertilizer handling or storage facilities.

(8) **Conditional Use Permits.** Individuals and/or facilities may request the City in writing, to permit additional land uses in the Groundwater Protection Overlay District under § 17.26 of this chapter.

- (a) **STANDARDS FOR CONDITIONAL USE.** The City Council shall apply the following factors:
1. The City's responsibility, as a public water supplier, to protect and preserve the health, safety and welfare of its citizens.
 2. The degree to which the proposed land use practice, activity or facility may threaten or degrade groundwater quality in the City or the recharge area for the City municipal wells.
 3. The economic hardship which may be faced by the landowner if the application is denied.
 4. The availability of alternative options to the applicant, and the cost, effect and extent of availability of such alternative options.
 5. The proximity of the applicant's property to other potential sources of contamination.
 6. The then existing condition of the City's groundwater public water well(s) and well fields, and the vulnerability to further contamination.
 7. The direction of flow of groundwater and other factors in the area of the applicant's property which may affect the speed of the groundwater flow, including topography, depth of soil, extent of aquifer, depth to water table and location of private wells.
 8. Any other hydrogeological data or information which is available from any public or private agency or organization.
 9. The potential benefit, both economic and social, from the approval of the applicant's request for a permit.

- (b) **TYPES OF CONDITIONS WHICH THE CITY COUNCIL MAY REQUIRE.** The City Council may stipulate conditions and restrictions including but not limited to the following:
1. A requirement for periodic environmental and safety sampling, testing, and reporting to establish the continued protection of the public water supply. The City may require an application to install one or more groundwater monitoring well(s), at the expense of the applicant.
 2. The establishment of safety structures to prevent groundwater contamination.
 3. The establishment of an operational safety plan to define processes and procedures for material containment, operations monitoring, best management practices, and stormwater runoff management to prevent groundwater contamination.
 4. Written policies and procedures for reporting and cleaning up any spill of a hazardous material.
 5. The provision of copies of all federal, state and local facility operation approval or certificates, and on-going environmental monitoring results to the City.
 6. A written agreement pursuant to which the applicant agrees to be held financially responsible for all environmental cleanup costs in the event of groundwater contamination.
 7. Bonds and/or securities satisfactory to the City for future monitoring and cleanup costs if groundwater contamination occurs in the future.
 8. The foregoing conditions are listed for illustration purposes and are not exclusive.

(9) **Existing Non-Conforming Uses.** See § 17.28 Nonconforming Uses, Structures and Lots, of this chapter.

(10) **SECTION 2. Conflict And Severability.** If any section, subsection, sentence, clause, paragraph or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or other applicable administrative or governing body, such decision shall not affect the validity of any other section, subsection, sentence, clause, paragraph or phrase thereof irrespective of

the fact that any one or more sections, subsections, sentences, clauses, paragraphs, or phrases may be declared invalid or unconstitutional.

SECTION 3. Effective Date. This ordinance shall take effect upon passage and posting as provided by law.

Date Adopted: _____
Date Recorded: _____
Date Posted: _____
Effective Date: _____

Daniel Carlson, Mayor

Attest: _____
Joseph Rusch II, City Clerk/Treasurer

DRAFT



Headquarters
707 Ford Street, Kimberly, WI 54136
t. 920-733-4425 f. 920-733-0211

Minnesota Office
12265 Nicollet Ave., Burnsville, MN 55337
t. 952-444-1949

QUOTE

Number CESQ87394
Date Jul 26, 2024
Expires Aug 25, 2024

Sold To

Nekoosa
Derek Freeman
951 Market Street
Nekoosa, WI 54457

dfreeman@nekoosawi.com
Phone 715-451-6233
Fax 715-886-7884

Ship To

Nekoosa
Derek Freeman
951 Market Street
Nekoosa, WI 54457

dfreeman@nekoosawi.com
Phone 715-451-6233
Fax 715-886-7884

Sales Rep

Fluid Technology Sales
Travis Walker 920-219-1090
t.walker@craneengineering.net

Service Coordinator
Molly Anderson
m.anderson@craneengineering.net

Thank you for the opportunity to provide you this proposal. Please do not hesitate to contact me if you have any questions or require any additional information.

Terms		RFQ	Ship Via	FOB	Crane Order#
N15			Best Way	Warehouse	
Line	Qty	Product	Lead Time	Unit Price	Ext. Price
1	1	ABBA REPLACEMENT PUMP - New Influent ABBA Pump with John Crane 5611 Flush less Seal - Includes new Baldor 7.5HP Motor - One (1) New Valmatic 6" lever weight check valve - Gasket and Hardware for pump and check valve	16-18 WEEKS ARO	\$21,798.00	\$21,798.00
2	1	LABOR Labor to Install Estimate \$4200		\$4,200.00	\$4,200.00

Total \$25,998.00

We reserve the right to charge a minimum inspection fee of \$75.00 on all inspections; fee is waived if repair or replacement is purchased.

We reserve the right to dispose of any materials sent to our facility 180 days after the date of quotation.

Crane Engineering has the right to request additional charges based on finding additional damages to equipment found during process of repair.

Equipment & Repair Warranty: Applies only to Full OEM Repairs. Functional Repairs are Not Covered by Warranty.

Does not include tax and shipping charges unless stated above.

**We reserve the right to adjust quoted pricing due to the current volatility of the materials market.
We will make every effort to maintain the quoted price.**

<https://www.craneengineering.net/en/events/tech-expo>

1. Governing Provisions. These Terms and Conditions of Sale (the "Agreement") constitute an offer by Crane Engineering Sales, Inc. ("Seller") to provide the Products as set forth on the Contract of Sale attached to this Agreement (the "Products") to Buyer, subject to the terms and conditions set forth below. Buyer may not modify, renounce or waive any term or condition hereof or any of Seller's rights hereunder unless Seller consents in writing. Seller agrees to provide the Products to Buyer only on the terms of this Agreement (except as supplemented and/or modified by the parties Contract of Sale), notwithstanding any language in Buyer's purchase order, if one exists, or other writing or oral representation previously or hereafter received by Seller purporting to modify or replace the terms of this Agreement with any different or additional terms or reciting that provision or delivery of the Products or any other action or inaction by Seller constitutes agreement or consent by Seller to such modification or replacement. SELLER'S AGREEMENT TO PROVIDE THE PRODUCTS IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND, NOTWITHSTANDING BUYER'S SUBMISSION OF A PURCHASE ORDER, THE TERMS AND CONDITIONS OF SALE OF THIS AGREEMENT (AND THE DISTRIBUTOR AGREEMENT) SHALL CONTROL.

2. Purchase Orders and Payment. All orders must be accompanied by a signed purchase order and must be approved for credit. For orders under \$50,000 the terms are net 15 days from the date of invoice, unless agreed to otherwise in writing by both parties prior to order entry. Seller may require full or partial payment or a payment guarantee in advance of shipment whenever, in its opinion, the financial condition of the Buyer so warrants. For orders exceeding \$50,000 in sell price, terms of payment will be 40% down with order, 20% payable upon approved drawings, 20% payable upon inspection and approval of assembly prior to shipment (witness test available as an optional charge), 10% payable upon shipment, and 10% payable upon commissioning of equipment not to exceed 90 days from shipment. Note: Equipment will be shipped after receipt of 80% of the value of the order. From time to time Buyer (or its Customers) will be asked to fill out a credit application, which is subject to Seller's Credit Department's approval. Seller reserves the right to change the terms and required method of payment at any time, and to charge Buyer a 1.25% finance charge per month on any past due amounts, or the highest rate applicable by law. Buyer agrees to reimburse Seller for all costs incurred by Seller in collecting any sums owed by Buyer to Seller, including without limitation, interest and attorney's fees. Each purchase order that Buyer delivers to Seller for the purchase of Products ("Order") shall set forth the following terms as agreed upon by Seller and Buyer for such Order: the quantity, description and prices of the Products being ordered; the address for delivery of the Products; requested delivery dates; shipping instructions; and the address to which Seller's invoice shall be sent. Any other terms contained in any Order shall be objected to by Seller without need for further notice of objection, shall not be binding upon Seller and shall have no force or effect. Buyer's mutually agreed change orders shall be subject to all provisions of this Agreement, whether or not the Order or change order so states. All Orders shall be subject to Seller's acceptance. Seller shall promptly provide notice to Buyer of acceptance or rejection of Buyer's Orders.

3. Acceptance. Buyer shall be deemed to have accepted this Agreement on the earliest to occur of the following: (a) Seller's receipt of Buyer's Order, if Seller has previously supplied Buyer with a copy of the terms and conditions of sales set forth in this Agreement, (b) Buyer's payment of any amounts due under this Agreement; (c) Buyer's or its representative's or customer's receipt of the Products; or (d) any other event constituting acceptance under applicable law.

4. Cancellation or Modification. Buyer may not cancel or modify any Order except upon terms accepted by Seller in a writing signed by Seller's authorized officer. In the event of such cancellation or modification, Buyer shall compensate Seller for all resulting costs and damages, including, but not limited to, out-of-pocket expenses, lost profit, allocable overhead and all other incidental and consequential damages.

5. Returns. No Products may be returned to Seller for refund or credit without Seller's prior written approval and, if permitted, shall be subject to an inspection/restocking charge and/or depreciation fee when applicable, plus the costs of freight, packaging and insurance costs.

6. Prices. Buyer shall purchase from Seller the Products at the prices determined by Seller from time to time. Seller may at any time and in its sole discretion change the prices of Products, without notice, and the price at time of shipment applies except when specifically covered by a firm price quotation. Unless otherwise agreed in writing, all prices shall be F.O.B. Shipping Point.

7. Taxes and Other Costs. All charges for freight, insurance, any sales, use, excise and other federal, state and local taxes, broker fees, or required by any governmental agency incident to the sale shall be paid by Buyer in addition to the price for the Products unless otherwise agreed upon. Such charges will be added at rates in effect at time of delivery except when forbidden by law to be collected by Seller from Buyer, unless Buyer furnishes Seller an exemption certificate acceptable to taxing authorities.

8. Delivery. Delivery dates are approximate. Seller shall not be liable for any loss or damage due to delays in delivery or manufacture, resulting from causes beyond Seller's reasonable control, including, without limitation, an event of Force Majeure (as defined below). Partial deliveries shall be permitted. Title to Products and all risk of loss of or damage to Products shall pass to Buyer when Seller delivers the Products to the F.O.B. shipping point. Seller is not responsible for loss or damage in transit. If shipment is deferred at Buyer's (or its Customer's) request beyond the shipping date specified in the original Order, Seller reserves the right to immediately bill Buyer (or its Customer, as the case may be) for such unshipped portion, and for expenses incurred for storage, it being understood that unshipped material become Buyer's (or its Customer's, as the case may be) property and Seller's liability is that of warehouseman only.

9. Warranties and Remedy. Seller warrants that all new Products manufactured by Seller will be free from material defects in workmanship and material for a period of 12 months from date of delivery under normal use and service. The warranty for all components in Seller's Products and all parts and Products not manufactured by Seller is limited to the warranty specified by original manufacturer of such component, part or Product. Buyer must make claims to Seller in writing for shortages in the Products within 10 days following the date of delivery of the Products and for defects in the Products within the Warranty Time Period specified herein and, in either case, within ten days after discovery of such shortage or defect. Buyer's failure to inspect the Products and/or make a claim pursuant to this section for shortages within 10 days following the date of delivery of the Products and for defects within the specified Warranty Time Period and, in either case, within ten days after discovering such shortage or defect shall constitute Buyer's irrevocable acceptance of the Products and Buyer's acknowledgment that the Products fully comply with the terms, conditions and specifications of this Agreement.

Seller's obligation under this warranty is limited to repairing or replacing, at Seller's option, any part which upon Seller's examination proves defective. Alternatively, at Seller's option, Seller may grant Buyer a credit toward future purchases in the amount of the net price paid for any Products proved to be defective. All credits are subject to inspection and approval by Seller's authorized representatives. Such warranty satisfaction shall be available only: (a) with respect to shortages, in the 10 days following the date of delivery of the Products; and (b) with respect to defects, within the specified Warranty Time Period; provided, however, Seller is notified in writing within ten days after discovery of alleged shortage or defect and the defect has not been caused by Buyer's or its representative's or customer's misuse, neglect or alteration or by physical environment.

This warranty excludes Products and any parts, failures and damage:

- (i) to which repair or replacement becomes necessary due to normal wear and tear;
- (ii) which are exhaustible items, including but not limited to such items as filter bags and seals;
- (iii) on which repairs, alterations or adjustments have been performed or begun by Buyer or any third party without Seller's consent;
- (iv) which are not promptly reported to Seller within the warranty period above;
- (v) which are modified without Seller's written approval;
- (vi) which are due to negligence other than that of Seller;
- (vii) which are due to accident, misuse, abuse, overloading, jamming, improper installation (other than installations made by Seller), improper operation, or abnormal conditions of temperature, moisture, dirt or corrosive matter or other environmental factors; or
- (viii) which have been damaged otherwise without the fault of Seller.

Seller's obligation or liability under this warranty does not include any transportation or other charges or liability for direct, indirect, special or consequential damages or delay resulting from the improper use or application of the product or the substitution upon it of parts or accessories not approved by Seller or repair by anyone other than a Seller authorized representative. Buyer shall be responsible for all parts and service technician charges relating to work not covered by warranty. Buyer shall pay Seller for such parts and service work not under warranty within 15 days of the date of Seller's invoice. A past due charge of 1.25% per month shall apply to amounts past due.

10. LIMITATION OF LIABILITY. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL BE LIMITED TO THE MONIES PAID BY BUYER TO SELLER FOR THE DEFECTIVE PRODUCTS MANUFACTURED BY SELLER. SELLER EXTENDS NO WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST DEFECTS, IN PRODUCTS MANUFACTURED BY PARTIES OTHER THAN SELLER.

SELLER SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S UNDERTAKINGS, ACTS OR OMISSIONS. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF BUYER, ITS CUSTOMERS OR USERS OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS.

11. DISCLAIMER OF IMPLIED WARRANTIES. SELLER AND BUYER AGREE THAT THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty.

12. ASSIGNMENT. BUYER SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER, ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT TO ANY THIRD PARTY. SUBJECT TO THE FOREGOING, THIS AGREEMENT SHALL BIND AND INURE TO THE BENEFIT OF SELLER AND BUYER AND THEIR RESPECTIVE PERMITTED SUCCESSORS AND ASSIGNS.

13. Force Majeure. Seller shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded by circumstances beyond the reasonable control of Seller, including, but not limited to war (whether declared or not), revolution, national strikes, natural disasters, acts of government, export or import prohibitions, fire, explosions, floods, accidents, sabotage, civil unrest, riots, and breakage or loss during transportation or storage as well as subcontractors' material and part shortages and delivery delays.

14. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Upon termination of this Agreement for any reason, Seller shall have all of the rights and remedies provided by law, including without limitation the rights of a secured party under Chapter 409, Wisconsin Statutes or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Products.

15. Miscellaneous. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in this Agreement. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected thereby. No waiver of breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provision.