



Waterways and Parks Commission

Agenda

7:00 p.m., January 25th, 2023

City of Eau Claire

North Conference Room – City Hall

1. **Call to Order**
2. **Roll Call**
3. **Reading and approval of minutes of the past meeting on Wednesday, October 26th, 2022.**
4. **Open Public Comment Period for Items that do not appear on this Agenda**
5. **Business Agenda Items**
 - a. 2023 Waterways and Parks Commission board member review
 - b. Eagle Scout Project Mt. Simon Park
 - c. Presentation by Forestry Supervisor Matthew Staudenmaier on Forestry Operations
 - d. CORBA Well Site Agreement review and vote
6. **Discussion and Direction**
 - a. Announcements
 - b. Future Agenda Items
7. **Adjournment**

Ellen Faulkner, Chairperson
c: News Media

Any person who has a qualifying disability as defined by the Americans With Disabilities Act that requires the meeting or materials at the meeting to be in accessible location or format must contact the ADA Coordinator for the City of Eau Claire, at 839-4921 or at 203 South Farwell Street by 2:00 PM the Monday prior to the meeting so that any necessary arrangements can be made to accommodate each request."



Waterways and Parks Commission

Minutes

7:00 p.m., October 26th, 2022

City of Eau Claire

City Council Chambers – City Hall

1. **Call to Order** by Chairperson Faulkner at 7:01PM
2. **Roll Call**

Members Present: Jessica Schoen, Meredith Ball, Christopher Johnson, Ellen Faulkner, Kirk Dahl, Joe Maurer, Gina Keenan

Members Absent: Megan Holmes, Charlotte Hudgins, Kate Felton, Emily Anderson

Staff Present: Steve Plaza, Christien Huppert, Lindsay Jerry, Lane Berg, Matthew Staudenmaier, Corey Tietz, Stephanie Hirsch

Others Present: Joel Mikelson, Bill Berg, Christine Schaaf
3. **Reading and approval of minutes of the past meeting on Wednesday, September 28th, 2022.**

Commissioner Dahl requests wording be adjusted from retention pond to detention pond. Motion to approve by Commissioner Ball, seconded by Commissioner Johnson. All votes in favor, minutes approved with correction.
4. **Open Public Comment Period for Items that do not appear on this Agenda**

The city of Eau Claire is working to put together a Zoom option, and is asking all of the boards and commissions to make a recommendation to City Council. Commissioner Ball moved to approve the recommendation for a Zoom option, seconded by Commissioner Johnson. All votes in favor, and none opposed.
5. **Business Agenda Items**
 - a. Presentation by Parks and Forestry Manager Steven Plaza regarding the proposed boardwalk at Half Moon Lake
 - i. The proposed trail would connect Rod and Gun Park to Carson Park, improving upon the existing footpath, which is currently not ADA accessible and is unusable when wet. On September 14th, the City of Eau Claire Parks and Engineering Departments held a public input meeting.
 - Nearby neighborhood Associations from Buffington, Shawtown, and Randall Park neighborhoods were invited to attend.
 - A member of the public requested consensus among the approximately 50 people present, and by show of hands, roughly 75% were in favor of the trail, 20% wanted only the alternate route, and 5% were opposed to the trail.
 - ii. Public feedback from that meeting led to a reduction in trail width, from 10 feet to 8 feet wide. An alternate route was also added by Parkridge Drive. Presentation by Christien

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Huppert regarding construction, trail permitting, and DNR insight about the logistics of the newly revised trail proposal, illustrated by the updated Half Moon Lake Trail map.

- Proposed is a 2,700 foot long, 8 foot wide trail, consisting of composite or HDPE board where it crosses through wetlands. Boardwalk sections of the trail would be placed on footings, with guardrails acting as bumpers. The path would remain unplowed in the winter months for snowshoeing. There are no deed restrictions on the property, and the trail improvement is in the Capital Improvement Project budget.
 - The Department of Natural Resources has done a wetland review as well as an endangered resource review. The wetland review reflects that a lot of the proposed trail is not wetland area. The green line of trail on the map goes through uplands where the soils don't support wetland species. The white line is predominantly upland, with the blue line and the yellow loop being identified as wetland enough to necessitate a boardwalk. The endangered resource review recommended a preferred construction season for the project, and suggested installation of an exclusion fence for the benefit of the turtles.
- iii. Discussion commenced among commissioners on trail maintenance, construction methods, and intended use.
- Boardwalk trails are the recommended path through wetlands. The boardwalk concept allows for adjustments to the trail for any erosion. A two-year provision to adjust for any settling would be included in the plan.
 - Composite material is resilient to moss and designed not to be slippery. Building code requires railings where the trail is high, and bumpers where there are no railings. Depending on the manufacturer, corners can be prefabricated or cut to go around trees.
 - The trail would not be fully plowed in winter, but left open for activities. The city would plow for an additional five-minute stretch beyond the dam access path to allow bike access to Parkridge Drive.
 - The purpose of the boardwalk is to create accessibility to nature in the existing footprint of an already in-use footpath. With public input, the width of the trail was reduced to eight feet, which means that cyclists would need to walk their bikes along the boardwalk. The proposed boardwalk meets ADA requirements, and would provide a good alternative to crossing the intersection at Clairemont Avenue and Menomonie Street for bike and foot traffic.
- iv. Discussion was opened to the public for questions or comments.
- Joel Mikelson stated that his mother sold the land along the red line of the map to the city in 1987, with the agreement that the land remain undisturbed forever. He opposes the boardwalk because of this, and because in June and July there will be turtles nesting near the lake. He expressed support for a ten-foot wide trail near Parkridge Drive instead of the proposed trail.

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- Bill Berg expressed that the trail to Parkridge Drive would offer a good alternative to the busy intersection at Menomonie Street and Clairemont Avenue. Mr. Berg pointed out that the location of the gate at the northernmost point of the trail could present a challenge. He expressed support of the trail and maintaining the wooded area, which is currently home to a number of invasive species, and is not pristine.
 - Christine Schaaf opposes the trail construction on the grounds that all of the other city trails are ADA compliant, and that the part of the path illustrated in red on the map has been undisturbed for decades. Ms. Schaaf suggested that other neighborhoods have requested trails and could use the funds.
- v. • Motion made by Commissioner Johnson to accept the initial trail
- In discussion, it was found that the initial trail proposal did not include the green section on the map. Commissioner Schoen recommended an amendment to include the green section of trail connecting the trail to Parkridge Drive.
 - Motion to approve the trail including the connection to Park Ridge Drive by Commissioner Johnson, seconded by Commissioner Dahl. All votes in favor, none opposed. The motion to recommend passes as amended, and advances to City Council.
- 6. Discussion and Direction**
- a. Announcements
- Video featuring Eau Claire trees wins Midwest Emmy's <https://fb.watch/7CjxYPv02W/>
- b. Future Agenda Items
- 7. Adjournment**
- Motion to adjourn by Commissioner Maurer, seconded by Commissioner Johnson. Meeting adjourned at 8:20 p.m.

Ellen Faulkner, Chairperson
c: News Media

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2023 Waterways and Parks Commission Meeting Dates

Agenda Item Wording Due Date	Packet Material Due Date	Posted on Web Site	Meeting Date
January 18	January 19	January 20	January 25
February 15	February 16	February 17	February 22
March 15	March 16	March 17	March 22
April 19	April 20	April 21	April 26
May 17	May 18	May 19	May 24
June 21	June 22	June 23	June 28
July 19	July 20	July 21	July 26
August 16	August 17	August 18	August 23
September 20	September 21	September 22	September 27
October 18	October 19	October 20	October 25
November 29	November 30	December 1	December 6

*All dates are subject
to change

PARKS, RECREATION AND FORESTRY

STAFF REPORT

PROJECT NAME: Eagle Scout Project – Lifejacket Station located at Mt. Simon adjacent to the Launch Ramp

To: Waterways and Parks Commission

Date: January 25, 2023

From: Steve Plaza, Parks, Forestry, Cemetery, Buildings and Grounds Manager

Description: Construct a Life Jacket Station in Mt. Simon Park

Location: Mt. Simon Launch Ramp

Background: Ty Jacobs is working toward his Eagle Scout project and proposes constructing a Lifejacket Station adjacent to the Launch Ramp in Mt. Simon Park. These lifejacket stations are located at launch ramps throughout the state, and currently we have three in our city's Parks system. Half Moon Beach, Braun's Bay and Riverview Park all have these stations adjacent to the water.

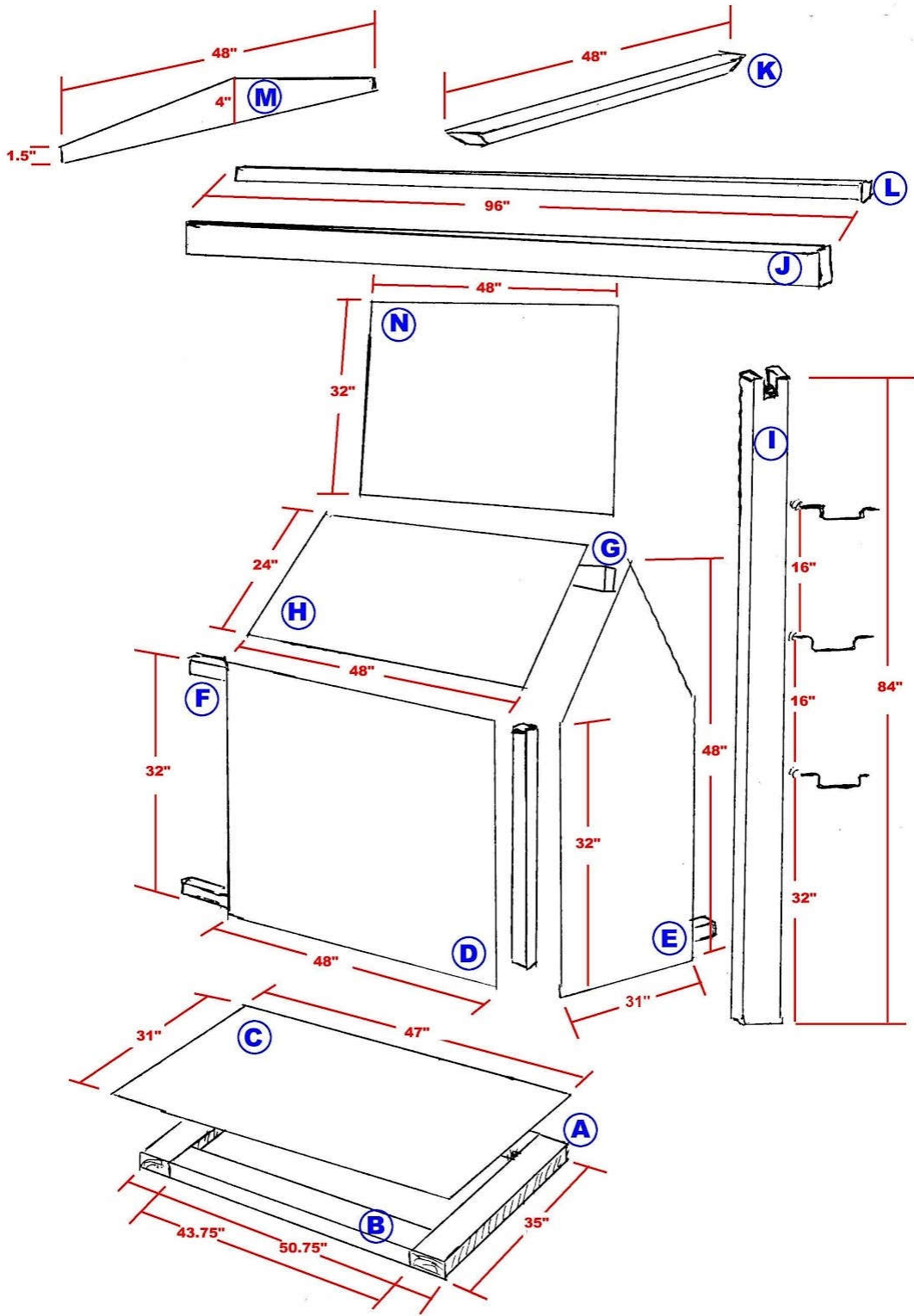
Justification: These stations provide a place where people can place lifejackets so users can borrow them. Many people donate jackets to these bins when family members outgrow them or they're no longer needed.

Proposed Motion: I motion we authorize Ty Jacobs to construct a Lifejacket Station in Mt. Simon Park adjacent to the Launch Ramp to help complete his Eagle Scout Project.

Proposed Location: West side of Half Moon Lake on city owned land between the YMCA Tennis Center and Rod and Gun Park

Facilities Features: Lifejacket Station

Financial: None



PARKS, RECREATION AND FORESTRY

STAFF REPORT

PROJECT NAME: Forestry Operation Overview

To: Waterways and Park Commission Members

Date: January 25, 2023

From: Steve Plaza, Parks, Forestry, Cemetery, Buildings and Grounds Manager

Description: Overview of Operations of our Forestry Department

Location: Throughout the City of Eau Claire

Background: Our City Forestry Supervisor Matt Staudenmaier will present an overview of our Forestry Operations. He will discuss our Boulevard Tree removal program, Jeffers Brush Site Operation and the overall health of our Urban Forest. This is for information only and no action will be needed.

Justification: Information Only

Proposed Motion: Information Only

Proposed Location: City of Eau Claire

Facilities Features: Forestry Division

Financial: Budgeted amount

PARKS, RECREATION AND FORESTRY

STAFF REPORT

PROJECT NAME: Agreement with CORBA to create trails in the City Wells Site

To: Waterways and Park Commission Members

Date: January 25, 2023

From: Steve Plaza, Parks, Forestry, Cemetery, Buildings and Grounds Manager

Description: Enter into an agreement with CORBA (*Community Outdoor Recreation Benefiting All*) to create and manage off road bike and running trails on the City's Well Site.

Location: City's Well Site – Water Treatment Building

Background: Members of CORBA approach City Staff last fall to enter into an agreement to create and manage off road bicycle and running trails. They have applied for and received a 2022 Trail Accelerator Grant from IMBA (International Mountain Bike Association) <https://www.imba.com/press-release/2022-trail-accelerator-grant-recipients>. We have discussed this with the Utilities Division and they are in favor of this project moving forward.

The City already has an agreement with CORBA to develop and maintain trails in Northwest Park which is working out for both parties.

Justification: To promote off road biking and running in conjunction with CORBA's help.

Proposed Motion: I motion we authorize approved the Agreement with CORBA to move onto the City Council for final approval.

Proposed Location: City Well Site -Water Treatment Plant Property

Facilities Features: Off road trails for bikes, runners and walkers

Financial: CORBA will be developing and maintain trails

**USE AGREEMENT FOR CITY WELL FIELDS
BETWEEN THE CITY OF EAU CLAIRE AND THE CHIPPEWA OFF-ROAD BIKE ASSOCIATION**

THIS USE AGREEMENT (“Agreement”) dated this _____, 2023, the “Effective Date”, is by and between the **City of Eau Claire (“City”)**, a municipal organization, having an address of 203 S. Farwell St., Eau Claire, WI 54701 and **Chippewa Off Road Bike Association (“CORBA”)**, a nonprofit organization under 28 U.S.C. § 501(c)(3), having an address of 2809 E. Hamilton Avenue, #127, Eau Claire, WI 54701, collectively referred to herein as “the Parties”.

RECITALS

WHEREAS, the City is the owner of certain real property that is known as the City Well Field (“Well Field”); and

WHEREAS, the City has allowed use of the Well Field for certain non-motorized recreational uses; and

WHEREAS, CORBA desires access to the Well Field, for various recreational activities as described herein; and

WHEREAS, CORBA successfully maintains bike trails in another City park; and

WHEREAS, the City is willing to allow CORBA the use of the Well Field on a non-exclusive basis, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the City and CORBA hereby agree as follows:

AGREEMENT

- 1) **Recitals.** The above Recitals are hereby incorporated by reference.
- 2) **Premises.** The City hereby agrees to permit CORBA and its members to enter upon and use the Well Field, during normal Well Field hours of operation, for the purposes described in this Agreement. These rights are granted only during the time periods listed in this Agreement as set forth in paragraph 3 below and subject to the remaining terms and conditions of this Agreement.
- 3) **Term.** The original term of this Agreement shall be from the Effective Date until December 31, 2027, with one automatic five (5) year extension, unless either Party is in breach of the terms of the Agreement or the Agreement is sooner terminated, subject to paragraph 9 below.
- 4) **Recreational Use.** CORBA and its members may use the Well Field for the purpose of constructing and maintaining a year-round single-track trail system for non-motorized use by the public for recreational purposes and for no other use.
- 5) **CORBA’s Obligations.** CORBA shall be obligated to complete the following:
 - (a) Design, Construction, and Location of Trails.

- i. CORBA shall maintain existing single track mountain bike trails, small bridges and other mountain bike areas as necessary. Improvements may be made to the single-track trails as deemed necessary by the City's Director of Community Services. Additional trails may be authorized at the sole discretion of the City.
 - ii. Trail design, construction, maintenance, and any signage shall conform to the International Mountain Bike Association (IMBA) standards to ensure, among other things, that no excessive erosion or rutting occurs from the use of mountain bikes on the Designated Trails.
 - iii. CORBA shall require written property owner approval for any trails and maintenance extending outside the Well Field.
- (b) Access. Except as otherwise provided herein, use of the trails shall be open to the public during normal Well Field hours.
- (c) Signage. Signs, trail markers, fencing, and/or any type of material shall not be affixed or attached by any means to trees.
- (d) Motorized equipment used by CORBA shall be limited to a small track drive excavator, "DR" mower, All-Terrain Vehicle mini-excavator, hand trimmer, and powered wheelbarrow, ATV and UTV. Operation of said motorized equipment shall be restricted to members of CORBA. Further, CORBA shall not leave or fail to remove any motorized equipment from the Well Field.
- (e) All trail construction equipment shall be washed prior to arrival to prevent the spread of invasive species.
- (f) Chainsaw use may be permitted in circumstances where a tree or large branch is blocking a trail. Chainsaw use shall be subject to the following requirements:
- (i) Only CORBA members shall be permitted to use a chainsaw, and only those members who are Forestry Industry Safety and Training Alliance ("FISTA") certified.
 - (ii) Any member operating a chainsaw shall sign a waiver of liability form that shall be provided and kept on file by the City.
 - (iii) CORBA shall notify the City's Forestry Division prior to any chainsaw use.
- (g) Brush and hanging branches that interfere with trail travel may be pruned with acceptable pruning methods. No oaks shall be pruned or cut between April 1 and September 1.
- (h) Fire. Brush piles shall not be burned.
- (i) Removal Upon Termination. With the exception of natural rock and earthen materials, CORBA shall remove all signage, material and equipment that is located or installed in the Well Field for the permitted Recreational Use upon the expiration or termination of this Agreement.
- (j) Trail Liaison. CORBA shall designate a trail liaison official as the primary point of contact for the City for any trail-related issues. CORBA shall timely update the City as to the identity and contact information of such person.

- (k) Insurance. CORBA shall not commence operations under this Agreement until all insurance required under this paragraph is obtained, and such insurance has been approved by the City, nor shall CORBA allow any subcontractor to commence use of premises until all similar insurance requirements have been obtained and approved.
- i) CORBA shall maintain, at its own expense, commercial general liability and other insurance, as provided herein, with insurance companies licensed to do business in the State of Wisconsin. The commercial general liability insurance (including blanket contractual liability) shall insure against claims for bodily injury, death and property damage arising out of CORBA's activities in the Well Field. Such insurance shall afford single limit protection of at least One Million Dollars (\$1,000,000) with respect to personal injury or death and property damage occurring or resulting from one occurrence.
 - ii) Such insurance shall include the City as an additional insured with respect to liability arising out of CORBA's maintenance activities or use of the Well Field, and shall be approved by the City. CORBA shall furnish the City with appropriate certificates of insurance properly executed by such insurance companies evidencing such coverage. Written notice shall be given to the City in the event of cancellation or material alteration of such coverage.
 - iii) CORBA acknowledges and agrees that any improvements to or maintenance of the trail system are at CORBA's sole cost and risk. The City is not liable under any circumstances for any damages to CORBA's equipment or other property, regardless of the cause of such damages.
- 6) **City's Obligations.** The City shall work with and provide technical assistance and information to aid CORBA in maintaining and encouraging appropriate use of mountain bike trails in the Well Field.
- 7) **Rights Reserved to the City.**
- a) The City reserves its rights to use the Well Field for its own purposes at any time.
 - b) The City reserves the right to close a segment or all of the trails to the public on either a temporary or permanent basis at its sole discretion. CORBA shall remove, relocate, or modify the trails and any signage or equipment, as requested by the City, if, in its sole discretion, the City determines that the Recreational Use interferes with its use of the Well Field or the operation and maintenance of the City's facilities as now or hereafter constructed, or endanger the public. The City may suspend CORBA's right to use the Well Field under this Agreement until such removal, relocation, or modification is completed.
 - c) In exercising the foregoing rights, the City will use its best efforts not to unreasonably interfere with the Recreational Use. However, the City shall not in any event be liable for inconvenience, annoyance, disturbance or other damage to CORBA, or its property, by reason of the exercise of the foregoing rights or any other rights of the City to use the Well Field.
 - d) The City may contact the CORBA trail liaison official described in paragraph 5(j) regarding any trail-related issues or concerns.

8) Acknowledgements and Obligations of both Parties.

- a) Both Parties will work cooperatively to provide and maintain a functional mountain bike trail system in the Well Field and to minimize user conflicts and conflicts with other management activities to the greatest extent feasible. This includes, but is not limited to providing blazing and signage criteria for mountain bike trails in the Well Field.
- b) Both Parties will work cooperatively to monitor use of mountain bike trails in the Well Field and will share with each other information related to concerns identified.
- c) Any improvements constructed in the Well Field, under the terms of this Agreement, are the property of the City.
- d) Nothing in this Agreement shall be construed as obligating the City or CORBA to expend labor and funds in excess of allotments or appropriations authorized or available.
- e) This Agreement does not grant or create exclusive rights and privileges to CORBA or its members with respect to any mountain bike trails or structures CORBA develops, constructs or maintains pursuant to this Agreement. All mountain bike trails in the Well Field shall be available for use by all mountain bikers regardless of CORBA membership and other types of recreational trail uses deemed compatible by the City. Furthermore, it is understood that the City reserves the right to restrict or prohibit mountain bike use or to use or authorize others to use any trail or segment of trail situated in the Well Field for other purposes.

9) Termination.

- a) This Agreement may be terminated by either party in the event of the breach of any provision of the Agreement by the other party. In such event, the party not in breach shall give the other party notice of the nature and occurrence of the breach and shall provide a reasonable period of time to correct the breach. The party in breach shall correct such breach within the time provided, and if it fails to do so, this Agreement shall be terminated as of the end of the notice period.
- b) The City may terminate this Agreement if it determines, in its sole discretion, that continuation of the Agreement is not safe or feasible due to City Well Field operations.
- c) If a breach of any insurance requirement occurs due to the decrease or elimination of coverage as required in this Agreement, CORBA shall cease all activity in the Well Field until satisfactory evidence of insurance meeting all specifications in this Agreement is provided to the City. Such satisfactory evidence shall be given to the City within thirty (30) days of the occurrence of any such insurance breach. If satisfactory evidence of such current insurance is not provided to the City within thirty (30) days of the breach, this Agreement shall be subject to immediate termination by the City.

- 10) Compliance with Laws, Rules & Regulations.** At its sole cost and expense, CORBA shall give all necessary notices and obtain all required permits, licenses, authorizations and approvals and shall ensure that its members, employees, agents, independent contractors, subcontractors, suppliers, invitees, and representatives comply with all applicable federal, state and local laws, ordinances, governmental rules

and regulations relative to its activities under this Agreement. CORBA shall be liable for any fines or assessments levied thereunder against CORBA resulting from its acts or omissions.

- 11) **Hazardous Materials.** Except with the express written permission of the City, CORBA shall not bring into the Well Field, or permit to be brought into the Well Field, any hazardous or toxic substance or material (including petroleum), regulated by the State of Wisconsin, the United State Government, or any other government authority with applicable jurisdiction ("Hazardous Materials"), with the exception of those materials found in the small track drive excavator, the DR mower, power trimmer, powered wheelbarrow, all- terrain vehicles, and mini-excavator. In the event CORBA brings Hazardous Materials into the Well Field (with or without permission by the City), CORBA shall comply with all applicable laws, ordinances, and regulations of federal, state, and local government agencies related to such Hazardous Materials. CORBA shall remove such Hazardous Materials from the Well Field immediately upon request of the City. CORBA shall bear all costs related to environmental investigations, clean-up, removal, or restoration of any water, air, groundwater, natural resources, soil, or land, including, but not limited to the Well Field, arising out of the acts or omissions of CORBA, its members, employees, agents, contractors, subcontractors, invitees, suppliers, and other persons.
- 12) **CORBA's Sole Risk and Expense.** CORBA agrees that use of the Well Field by CORBA or its members shall be at the sole risk and expense of CORBA. The City shall not in any event be liable for inconvenience, annoyance, disturbance or other damage to CORBA, its property, equipment or members, by reason of the exercise of the City's rights under this Agreement or by the City's use of its property or its facilities and operations.
- 13) **Relationship between the Parties.** Nothing in this Agreement shall be interpreted or construed as creating a partnership or joint venture between the City and CORBA concerning CORBA's activities in the Well Field or the permitted Recreational Use. Likewise, nothing in this Agreement shall be interpreted or construed as creating an employer/employee, master/servant, landlord/tenant, agency or any other form of legal relationship between the parties.
- 14) **Hold Harmless and Indemnification.**
 - a) CORBA agrees to release, indemnify, defend, and hold harmless the City, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, resulting from or arising out of the negligent acts or omissions of CORBA, its officers, officials, employees, agents or assigns.
 - b) The City agrees to release and hold harmless CORBA, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses , costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability resulting from or arising out of the intentional acts or reckless acts or omissions of the City, its officers, officials, employees agents or assigns. The City does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapters 893 and 895 and related statutes.

- c) The obligation under this section shall survive termination of this Agreement.
- 15) **Disclaimer of Warranty.** The City makes no representation as to the suitability of the Well Field for the permitted Recreational Use and no such representation, or any other representations are made by City or shall be implied by operation of law. The City makes no warranties or representations concerning the design, maintenance, condition or safety of the trails or CORBA's actions, equipment, or methods of operation.
- 16) **Assignment.** CORBA shall not assign, sell, delegate, subcontract or otherwise transfer or encumber in any manner whatsoever, any of the rights, duties or obligations under this Agreement without express written permission of the City.
- 17) **Entire Agreement.** This Agreement and Exhibits attached hereto constitute the full and complete understanding of the parties regarding the subject matter hereof. This Agreement shall supersede and replace all prior or contemporaneous oral or written agreements, correspondence or understandings. Any modification or amendment of this Agreement must be made in writing and executed by both parties.
- 18) **Amendment.** This Agreement may be amended only by a written amendment signed by both parties.
- 19) **No Interest Conveyed.** This Agreement does not convey an interest in real property.
- 20) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin.
- 21) **Notices.** All notices to either party to this Agreement shall be effective upon personal delivery or by deposit of the same in the United States mail postage prepaid, certified or registered and addressed as follows:

City:
 City Clerk
 203 S. Farwell St.
 Eau Claire WI 54701

CORBA:
 Ryan Urban, President
 Chippewa Off Road Bike Association
 Eau Claire, WI 54701


IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the dates first above written.

CITY OF EAU CLAIRE:

By: _____
 Name: Stephanie Hirsch
 Title: City Manager

By: _____
 Name: Carrie Riepl

CORBA:

By:  _____
 Name: Ryan Urban
 Title: President

Title: City Clerk

Approved as to form:

Stephen C. Nick, City Attorney