



**DOOR COUNTY**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BRANN	X		
BUR	X		
ENGLEBERT			X
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES	X		
HALSTEAD	X		
KOCH			X
KOHOUT	X		
LIENAU	X		
MEYER	X		
MOELLER	X		
NEINAS	X		
O'CONNOR	X		
RUNQUIST			X
SCHULTZ	X		
SITTE	X		
VIRLEE	X		
ZIPPERER	X		
	18	0	3

**BOARD ACTION**  
Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted  Defeated

1st Lienau 2nd Schultz

Yes: 18 No: 0 Exc: 3

Reviewed by: [Signature], Corp. Counsel

Reviewed by: Murphy, Administrator

**FISCAL IMPACT:** The fiscal impact will be the inclusion of the DCEDC continued financial support within the budget process for 2015 and subsequent years of 2016 & 2017. Sms

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 30th day of September, 2014 by the Door County Board of Supervisors.

[Signature]  
Jill M. Lau  
County Clerk, Door County

**Resolution No. 2014-79**  
**FUNDING COMMITMENT TO THE**  
**DOOR COUNTY ECONOMIC DEVELOPMENT CORPORATION**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

1           **WHEREAS**, the Door County Economic Development  
2 Corporation [DCEDC] came into existence on September 27, 1988  
3 [See: Resolution Numbers 13-88 and 73-88] and has been / is  
4 devoted to bettering the economy of the County of Door; and

5  
6           **WHEREAS**, The Door County Board of Supervisors has  
7 provided financial and other support to DCEDC since its inception  
8 [See: Resolution Numbers 73-88, 84-90, 47-93, 71-96, 83-99, 96-02,  
9 2005-86, 2008-46, and 2011-59] and deems such to be appropriate  
10 and serve a public purpose; and

11  
12           **WHEREAS**, The DCEDC has requested continued financial  
13 support from the County of Door for the next thirty-six [36] month  
14 period, i.e., 2015-2017 inclusive.

15  
16           **NOW, THEREFORE, BE IT RESOLVED**, that the Door  
17 County Board of Supervisors does hereby authorize the expenditure  
18 of funds to support DCEDC as follows:

20	2015	\$57,000
21	2016	\$59,000
22	2017	\$61,000

23

**SUBMITTED BY: FINANCE COMMITTEE**

[Signature] David Lienau, Chairman      [Signature] Joel Gunnlaugsson  
[Signature] Kathy Schultz      [Signature] Mark Moeller  
[Signature] Charles Brann      [Signature] Leo Zipperer  
[Signature] David Enigl



**DOOR COUNTY**

**Resolution No. 2014-80**

**APPROVAL OF ACCESS AGREEMENT  
WITH HORSESHOE BAY GOLF CLUB**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, The adoption of Resolution 2011-67, on August 30, 2011, paved the way for Door County's acquisition of the entrance to and a small segment of Horseshoe Bay Cave; and

**WHEREAS**, The majority of Horseshoe Bay Cave is situated below Horseshoe Bay Golf Club land, and is therefore owned by Horseshoe Bay Golf Club; and

**WHEREAS**, Door County has requested access to Horseshoe Bay Golf Club's portion of Horseshoe Bay Cave, and the Golf Club is amenable to County's request; and

**WHEREAS**, Through a collaborative process, representatives of Door County and Horseshoe Bay Golf Club have developed an Access Agreement (which is incorporated herein by reference as if set forth in full) that meets the Golf Club's and County's needs;

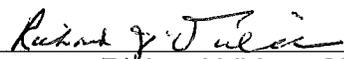
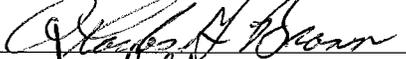
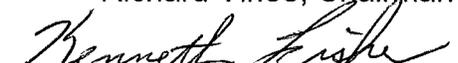
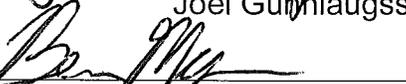
**WHEREAS**, The Airport and Parks Committee has reviewed (on September 12, 2014) and recommends approval of the Access Agreement.

**NOW, THEREFORE BE IT RESOLVED**, That the Door County Board of Supervisors hereby approves the Access Agreement by and between Door County and Horseshoe Bay Golf Club.

**BE IT FURTHER RESOLVED**, That the County Board Chairperson and County Clerk are empowered and directed to execute the Access Agreement on behalf of Door County.

**BE IT FURTHER RESOLVED**, That the County Parks & Airport Director will administer the Access Agreement.

**SUBMITTED BY: AIRPORT & PARKS COMMITTEE**

 Richard Virlee, Chairman	 Charles Brann
 Kenneth Fisher	 Joel Gunnlaugsson
 Richard Haines	 Ben Meyer
 Tim O'Connor	

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BRANN	X		
BUR	X		
ENGLEBERT			X
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES	X		
HALSTEAD	X		
KOCH			X
KOHOUT	X		
LIENAU	X		
MEYER	X		
MOELLER	X		
NEINAS	X		
O'CONNOR	X		
RUNQUIST			X
SCHULTZ	X		
SITTE	X		
VIRLEE	X		
ZIPPERER	X		
	18	0	3

**BOARD ACTION**

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st Virlee Defeated

2nd Zipperer

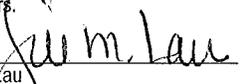
Yes: 18 No: 0 Exc: 3

Reviewed by:   
Corp. Counsel

Reviewed by:   
Maurice Murphy, Administrator

**FISCAL IMPACT:** This resolution sets the parameters for the access to Horseshoe Bay Cave w/Horseshoe Bay Golf Club as per the Access Agreement which is incorporated. No other fiscal implication. sms

**Certification:**  
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 30th day of September, 2014 by the Door County Board of Supervisors.

  
Jill M. Lau  
County Clerk, Door County

## ACCESS AGREEMENT

### [By and Between Door County and Horseshoe Bay Golf Club 2006, LLC]

#### I. PARTIES

This AGREEMENT is entered into by and between Door County, a body corporate under Chapter 59, Wisconsin Statutes ("County"), and Horseshoe Bay Golf Club 2006, LLC, a corporation under the laws of the State of Wisconsin ("HSBGC"). The foregoing entities are jointly referred to in this Agreement as the Parties.

#### II. PURPOSE

County wishes to access HSBGC's portion of Horseshoe Bay Cave ("Cave"), hereinafter the "Premises" and more particularly described below, for the purposes / activities described below. County needs access to HSBGC's property to accomplish these purposes / activities. The Parties have determined the Premises are an appropriate site for these purposes / activities.

#### III. DEFINITIONS

"County": Door County, a public body corporate and politic, duly created, organized and existing under the laws of the State of Wisconsin, including Chapter 59, Wisconsin Statutes, with its principal office located at 421 Nebraska Street, Sturgeon Bay, WI 54235.

"HSBGC": Horseshoe Bay Golf Club 2006, LLC, a domestic limited liability company duly created, organized and existing under the laws of the State of Wisconsin, including Chapter 183, Wisconsin Statutes, with its principal office located at 5335 Horseshoe Bay Road, Egg Harbor, WI 54209.

"Cave": Horseshoe Bay Cave, a natural cave with entrance on County Property located at the intersection of County Highways B and G, near Murphy County Park, and further depicted and described in the survey and map referenced below (p. 2, Associated and Mutual Responsibilities, par. A.)

Premises": That part of Horseshoe Bay Cave situated below the real property owned by the HSBGC. The general rule, and the one the Parties accept for purposes of this Agreement, is that caves are inherently owned by the owner of the surface property above it.

"Management Plan": The Inventory and Management Plan of Horseshoe Bay Cave, approved by the Door County Board of Supervisors on June 24<sup>th</sup>, 2014, by adoption of Resolution No. 2014-59, or as subsequently revised.

"Rapid Resource Inventory and Assessment": Refers to the 2014 Rapid Resource Inventory & Assessment of Horseshoe Bay Cave. This is a baseline inventory and assessment of the Cave's resources, prepared by the Wisconsin Department of Natural Resources Bureau of Natural

Heritage Conservation, in partnership with the Door County Parks and Door County Soil & Water Conservation Departments.

#### **IV. OBJECTIVES AND ASSOCIATED RESPONSIBILITIES**

##### Counties Objectives:

County's short-term and long-term objectives include, in no particular order and without limitation by enumeration, the following:

- A. Protection and conservation of the Cave and its resources, consistent with the Management Plan including the Rapid Resource Inventory & Assessment.
- B. County will not engage in, or allow, activities within the Cave that will negatively impact the land surface, cave, or cave resources.
- C. Reasonable and appropriate public access and use of the Cave.
- D. Research that will help advance understanding of the Cave and its resources.

##### HSBGC's Objectives:

HSBGC's short-term and long-term objectives include, in no particular order and without limitation by enumeration, the following:

- A. HSBGC desires not to impede the County from realizing its objectives, and to continue to cooperate with the County so that the County's objectives vis-à-vis the cave may be realized.
- B. HSBGC is to be held harmless and indemnified by the County and the County's insurance provider for any claim or action, by any individual or group, arising from the County granting access to the cave environs.
- C. HSBGC operations on the surface area on the HSGC property above the cave are, and will not to be subject to modification based upon any activities or future research or scientific discoveries within the cave.

##### Associated and Mutual Responsibilities:

- A. The Parties agree that, when resources and time allow, they will work cooperatively to determine (i.e., survey and map) the location of the Cave's underground passages and their relation to the land surface.
- B. The Parties agree to meet, at least annually, to review and, if mutually deemed necessary, modify this Agreement.

- C. The Parties will consult and cooperate with each other to achieve the purposes and honor the intent of this Agreement.

#### IV. CONSIDERATION

HSBGC hereby grants to County the right to access the Premises in exchange for:

- A. County's taking the lead responsibility for management of the Cave and its resources;
- B. County's agreement to bear all costs, expenses, and risks directly related to HSBGC's grant of access to the Premises.
- C. County's agreement to hold HSBGC harmless from any loss or damage incurred by County or HSBGC as a result of County's or its agents acts or omissions in the exercise of HSBGC's grant of access to the Premises; *and*
- D. HSBGC being granted reasonable and non-exclusive access, over County's property (i.e., the Pasture and County owned part of the Cave), to the Premises.
- E. HSBGC being granted non-exclusive event parking rights on County property (i.e., The Pasture, P.I.N. 008-011-03292613Q) when The Pasture is not being used for County Park events, per the December 10, 2013, *License Agreement*, attached hereto and incorporated herein by reference as if set forth in full.

HSBGC hereby acknowledges that the foregoing constitutes good and valuable consideration for its grant of access to the County.

Any investment or cost sharing which HBGC might agree to make in collaboration with the County regarding the Cave for mapping, scientific, or other purpose will be reduced to a separate writing (via an Addendum to this Agreement) and must be signed by the Parties.

#### V. PREMISES

County has requested and is hereby being granted access to the Premises located in the Town of Egg Harbor, Door County, Wisconsin, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full.

#### VI. NON-EXCLUSIVE RIGHT OF ACCESS

County's right of access to the Premises is not exclusive. HSBGC, its successors, agents, assigns and grantees, shall each have the right to use the Premises for all purposes as are permitted by federal, state, and local codes, laws, ordinances, regulations and rules, so long as such use does not interfere with County's privileges or rights hereunder.

This Agreement does not convey a property interest to County in the Premises. At any time during the term of this Agreement, HSBGC may convey any or all of the Premises without permission of County, provided that such conveyance shall be subject to the terms and conditions set forth in this Agreement.

## VII. COUNTY PURPOSES / ACTIVITIES

The right of access to the Premises granted herein is subject to all the terms and conditions contained in this Agreement, the Cave's Management Plan (as approved by the County Board's adoption of Resolution No. 2014-59 on June 24, 2014, or as subsequently revised) and is a non-exclusive right only as needed and solely for the purposes / activities listed herein.

County purposes / activities include, in no particular order and without limitation by enumeration, the following:

- A. Protection and conservation.
- B. Cave and cave resource management
- C. Public access and use for:
  - 1. Cultural, historical, and scientific research;
  - 2. Education; and
  - 3. Recreation.

All persons entering the Cave will be required to execute a "HSB Cave Access Form" in substantial conformity with Exhibit B, attached hereto and incorporated herein by reference as if set forth in full.

HSBGC is, at HSBGC's request, entitled to notice of any General Access granted to the Premises.

Access to the Premises for Special Activities, sans Modification, may (at HSBGC's option) be subject to HSBGC's prior review and consent. Such consent may not be unreasonably withheld.

Any proposal to modify the Premises is subject to HSBGC's prior review and written consent. The decision (i.e., Whether or not to grant such consent?) is left to HSBGC's sole discretion and judgment.

County shall have access to the Premises at all times as may be necessary during the term of this Agreement for the purposes / activities set forth herein.

## VIII. PERIOD OF AGREEMENT

This Agreement shall commence on the date all the Parties have signed this Agreement, and continue until December 31, 2025, unless terminated sooner as provided in this Agreement.

## VIX. TERMINATION

This Agreement may be terminated at any time upon the mutual written consent of the Parties.

Material breach of this Agreement may be considered cause for its suspension or termination. Written notice, by the party seeking to suspend or terminate this Agreement, shall be provided as soon as is practicable to the other party. The alleged defaulting party will have ninety (90) days from the date of receipt of written notice to cure any breach of this Agreement. Failure to cure any breach within the ninety (90) day period will provide good cause, at the non-defaulting party's option, to suspend or terminate this Agreement.

## VX. INSURANCE

County is insured through the Wisconsin County Mutual Insurance Corporation's ("WCMIC") county liability program. WCMIC's county liability program currently provides the following coverage:

- General liability
- Personal injury liability, including coverage for discrimination, civil rights violations and employment related actions;
- Automobile liability, including uninsured motorist coverage;
- Law enforcement liability, including coverage for assault and battery and intentional acts;
- Public officials' errors and omissions liability, including directors and officers liability for health care institutions, county owned airports and county officials representing the county on other boards and commissions.

WCMIC provides all coverages in one policy, which eliminates potential coverage gaps and reduces the potential for claims disallowance. The policy provides ten million dollars (\$10,000,000) in limits per occurrence with no annual policy aggregate.

County will furnish certificates of insurance to HSBGC, evidencing the risks insured against and the limits of liability there under.

HSBGC will be named as an additional insured. County will furnish HSBGC an additional insured endorsement.

County agrees to maintain, at its own cost and expense, such insurance coverage during the term of this Agreement. County may not exercise any privilege or right granted hereunder unless said insurance is in full force and effect.

Insurance coverage may not be cancelled or changed except after not less than a fourteen (14) day notice to HSBGC in writing by registered or certified mail.

**XI. INDEMNIFICATION**

County shall defend, indemnify, and save HSBGC and its successors harmless from any and all actions, claims, costs and expenses, demands, liability, or losses which HSBGC may incur as a result of any act or omission of County or its agents in County's use of the right of access granted under this Agreement, *except* any such action, claim, cost and expense, demand, liability, or loss resulting from any act or omission of HSBGC or its successors.

HSBGC must, as a condition precedent to County's duty to defend, indemnify, and save HSBGC and its successors harmless, provide County timely written notice of any action, claim, cost and expense, demand, liability, or loss. County (or its designee) will investigate, conduct and control the defense, and make litigation or settlement decisions.

County acknowledges that its indemnification liability to HSBGC is not limited by the limits of any insurance coverage. The intent here is to provide for indemnification coverage from the first dollar of loss.

**XII. MODIFICATION**

This Agreement constitutes the entire Agreement between the Parties with respect to its subject matter. The Parties may modify this Agreement only by prior mutual consent. Any modification shall be effective only if written, and signed by the authorized representatives of each Party.

**XIII. COMPLIANCE WITH ALL LAWS**

The Parties hereby agree to comply in all respects with any and all federal, state, and local statutes, laws, ordinances, codes, regulations, and rules relevant to the subject matter of this Agreement.

**XIV. NOTICE**

Any notice or demand from or to the Parties shall be personally delivered or mailed by first class certified United States mail, return receipt requested, postage prepaid, addressed to the address set forth below or to such other address as the Parties hereto shall have last designated by notice in writing to the other Party as provided in this Agreement. Notice shall be deemed delivered on the date actually received.

HSBGC:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY:

Attn: Door County Parks Director  
3538 Park Drive  
Sturgeon Bay, WI 54235  
PH: 920.743.7130  
FAX: 920.743.9971

### **XVIII. MISCELLANEOUS PROVISIONS**

The Parties are independent entities, and each is completely separate and distinct from the other. Nothing in or done pursuant to this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and HSBGC.

County shall not assign any of its privileges or rights under this Agreement in whole or in part without the prior written consent of HSBGC.

This Agreement binds the Parties, their heirs, successors, and permitted assigns.

The Parties will, before resorting to any formal dispute resolution (e.g., mediation, arbitration, or litigation), attempt in good faith to resolve any dispute arising out of this Agreement through face-to-face negotiation.

The Parties, except as noted below, irrevocably submit themselves to the original jurisdiction of the County of Door, Circuit Court, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this Agreement. If federal law otherwise applies, the Parties agree that jurisdiction will lie in the U.S. District Court, Eastern District of Wisconsin.

Nothing herein may be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded the County or HSBGC.

If any term or provision of this Agreement is held to be invalid or unenforceable, then such provision will, if possible, be modified to reflect the Parties' intention. All remaining provisions of this Agreement will remain in full force and effect.

This Agreement will be liberally and reasonably construed so as to effectuate its intent and purposes.

\*\*\*SIGNATURE PAGE FOLLOWS\*\*\*

**XV. SIGNATURES**

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so. The Parties further affirm they will comply with all the terms and conditions of this Agreement.

**Horseshoe Bay Golf Club 2006, LLC**

**Door County**

Approved:

Approved:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: Daniel R. Austad

Title: \_\_\_\_\_

Title: Door County Board Chairperson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

Approved:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: Jill M. Lau

Title: \_\_\_\_\_

Title: Door County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

[Insert description or illustration of PREMISES]

LICENSE AGREEMENT – OVERFLOW PARKING  
*FRANK E. MURPHY PARK*  
[“The Pasture” - P.I.N. 008-011-03292613Q]

This agreement is made and entered into this 10<sup>th</sup> day of December, 2013, by and between the County of Door, a body corporate under Ch. 59, Wis. Stats. (hereinafter referred to as “County”) and *Horseshoe Bay Golf Club 2006, LLC*, a domestic limited liability company under Ch. 183, Wis. Stats. (hereinafter referred to as “Licensee”).

Whereas, County owns and controls The Pasture, P.I.N. 008-011-03292613Q, situated in the Town of Egg Harbor, Door County, Wisconsin (hereinafter referred to as “Site”), and possesses the power and authority to grant certain privileges with respect thereto, including those set forth in this agreement; and

Whereas, Licensee desires to make use of the Site, on peak use days of The Beach Club (7151 Horseshoe Bay Road, Egg Harbor, WI), for overflow parking, and is willing to assume responsibility and liability for such use of the Site.

Whereas, County is willing to grant the Licensee the right to use the Site for such purpose upon and subject to the terms and conditions contained herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. The term of this agreement shall be for a period of three (3) years commencing on January 1, 2014, and terminating on December 31, 2017, unless sooner terminated in accordance with the terms of this agreement. The agreement may be renewed for additional three (3) year periods upon the mutual written consent of the parties.
2. County hereby grants Licensee a revocable license to make use of the Site for overflow parking, subject to availability, on peak use days of The Beach Club (7151 Horseshoe Bay Road, Egg Harbor, WI) when Licensee’s parking may reach capacity, subject to the terms and conditions set forth herein.
3. Licensee shall, if practicable, provide prior (twenty-one (21) days) advance notice to the County’s Parks Director of its intent to make use of the Site for overflow parking purposes. The County Parks Director will promptly (within three (3) days of receiving such notice, if practicable) advise Licensee of the Site’s availability for such purpose.
4. Licensee hereby agrees to assume responsibility and liability for its use of the Site. This includes carrying out any necessary maintenance of, or repairs to, the Site resulting from such use.
5. Licensee acknowledges and understands that: a). this is a permissive and non-exclusive license; b). there is absolutely no assurance that this use of the Site will be allowed to continue; c). it has no interest whatsoever in County’s real property (land or improvements) or personal property; and d). any improvements it may make to the Site become the property of the County.
6. County may enter and make use of the Site (land and any improvements) at any time, with or without notice, for any purpose it deems appropriate.

7. Licensee shall observe and comply with all applicable federal, state or local laws, orders, ordinances, policies, regulations or rules applicable to the Site which are now in effect or are hereafter promulgated.
8. Licensee shall maintain, at its own expense, a policy or policies of comprehensive general liability insurance of not less than a single limit of one million dollars (\$1,000,000.00) in respect to personal injury and/or death to one or more persons and for property damage issued by and binding upon an insurance company acceptable to County. Said insurance shall cover all risks incident to any activity of Licensee at the Site. The insurance policy or policies shall name the County as an additional insured and must contain a clause or endorsement to the effect that such may not be terminated or amended during the term of this agreement except after fifteen (15) days written notice thereof to County. Licensee, upon request, shall furnish County with certificates and copies of all insurance policies to be maintained by Licensee with evidence of payment of the premiums thereon.
9. Licensee agrees to defend, indemnify and hold the County completely harmless from and against any and all claims arising by or resulting from any activity of Licensee at the Site, or the acts or omissions of the Licensee, Licensee's officers, agents, employees, invitees or customers. This section shall survive expiration of this agreement.
10. It is expressly understood that County shall not be liable for loss or damage to any vehicle (or to the contents thereof) parked under Licensee's privileges herein, irrespective of the cause of any such loss or damage.
11. Licensee shall not assign its privileges under this agreement without the prior written consent of the County.
12. Licensee shall not cause or permit any lien or encumbrance to attach to or be placed upon the County's title or interest in the Site.
13. Licensee shall not make any alterations, additions or improvements (including signage) to the Site without the prior written consent of the County's Parks Director.
14. Either party may terminate this agreement, by providing ninety (90) days prior written notice thereof to the other. In the event of termination by the County, overflow parking will be allowed for events on Licensee's calendar as of the date notice of termination is given.
15. Upon termination of this agreement, by lapse of time or otherwise, Licensee shall immediately cease use of the Site.
16. The waiver by a party of any breach or failure of the other party to perform any covenant or obligation contained in this agreement shall not constitute a waiver of any subsequent breach.
17. Nothing contained in this agreement shall be deemed or construed by the parties, nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties.
18. The covenants, agreements and obligations contained in this agreement shall extend to, bind and inure to the benefit of the parties and their permitted successors and assigns.

- 19. If any covenant, condition, provision, or term of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provisions, and terms of this agreement shall not be affected thereby, but each covenant, condition, provision, or term of this agreement shall be valid and in force to the fullest extent permitted by law.
- 20. Licensee irrevocably submits itself to the original jurisdiction of the Circuit Court, County of Door, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this agreement.
- 21. This agreement shall be subject and subordinate to existing or future federal, state or local codes, laws, orders, ordinances, policies, regulations and rules relative to use of the Site.
- 22. Any notice required or permitted to be given hereunder by one party to the other shall be deemed to be given when personally delivered, or three (3) days after mailed by registered or certified mail with return receipt requested, or one (1) day after sent by a national overnight courier service to the respective party to whom notice is intended to be given at the appropriate address provided below:

If to Licensee:

*Horseshoe Bay Golf Club 2006, LLC  
 5335 Horseshoe Bay Road  
 Egg Harbor, WI 54209  
 Attn: Registered Agent*

If to County:

*Door County Parks Department  
 3538 Park Drive  
 Sturgeon Bay, WI 54235  
 Attn: Parks Director*

- 23. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. Any amendments, changes or modifications of this agreement shall be effective only when made in writing and executed by the parties.

Accepted and agreed this \_\_\_\_ day of November, 2013.

*Glean Trumbower*  
 Print Name & Title: *Managing Director*  
*Glean Trumbower*  
 Horseshoe Bay Golf Club 2006, LLC (Licensee)

Accepted and agreed this 18 day of November, 2013.

*Charles G. Brann*  
 Charles G. Brann, Chairperson  
 Door County Airport and Parks Committee

Accepted and agreed this 14<sup>TH</sup> day of November, 2013.

Erik Aleson  
Erik Aleson, Director  
Door County Parks Department

Accepted and agreed this 9<sup>th</sup> day of November, 2013.

Maureen Murphy  
Maureen Murphy  
Door County Administrator

Approved as to form this 9<sup>TH</sup> day of November, 2013.

Grant P. Thomas  
Grant P. Thomas  
Door County Corporation Counsel

Exhibit B

**HORSESHOE BAY CAVE ("HBC") ACCESS**

**Information (Name, Address, & Phone Numbers) Regarding Person / Group:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

**Emergency Contacts (Name, Address, Phone Number, & Relationship):**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

The purpose of the above persons' or groups' entry of HBC is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This document shall be in full force and effect, and applies to any and all trips in to HBC.

**General Guidelines**

Each person, as a condition precedent to entering HBC, must read, complete, and date & sign this document.

Each person entering HBC must make their own independent judgment as to their physical and/or emotional fitness to do so.

Each person entering HBC must be familiar with and follow any and all site specific (safety and other) plans.

Each person or group entering HBC will have an individual on the surface (aka top-cover individual) who knows the intended route of travel in HBC, when the person or group entered, and is expected to return. The top-cover will have contact information for HBC (Door County) staff so that Door County can be notified when the person or group exits or in case of an emergency.

Entry gate will be locked when group enters HBC and again upon exiting.

Each person and group must endeavor to minimize impacts, and cause no damage, to HBC or its resources and will be jointly and severally responsible for any damages.

White-Nose Syndrome Decontamination Protocol (per Sec. NR 40.07(8) Wis. Adm. Code) and Wis. DNR approved cleaning protocols (available at <http://dnr.wi.gov/org/land/er/bats/>), shall be followed.

**Disclosure, Waiver, Release, Indemnification, Hold Harmless & Covenant Not to Sue**

I am aware that HBC is a wild cave and has no improvements other than a gated entrance. I understand that a visit to any cave, and certainly a wild cave such as HBC, involves certain attendant and inherent risks, including but not limited to:

- Difficult Terrain--A normal trip requires: squeezing through tight constrictions; climbing, skirting and bridging deep pits and crevasses; walking on loose rocks; walking and crawling through mud and water; and at times being fully submersed in water.
- Poor Light Conditions--HBC is totally dark.
- Climate--Persons will be exposed to cold and wet (i.e., hypothermic) conditions. HBC is wet (water and mud) and temperatures are normally below 50 degrees F.
- Rock Falls--Cave floors, walls, and ceilings contain loose rock. Rock falls are a normal and frequent occurrence.
- Complex and Restricted Passages--HBC contains extensive, complex and sometimes restricted passages, some of which are confusing, maze-like, unmarked and may even be unmapped. There is a risk of becoming disoriented, lost, and trapped in HBC.
- Physical and Psychological Stress--Caving subjects individuals to extreme and abnormal stresses. Cavers also tend to experience psychological stresses such as claustrophobia, agoraphobia and acrophobia. Anxiety and panic are not rare occurrences.
- Exposure to Harmful Organisms / Pathogens.
- Gate Failure—Persons could be trapped in the cave due to improper use or mechanical failure of the gate or lock.
- Rescue Difficulty--Cave rescue is difficult, dangerous and expensive. Cost of the rescue may (i.e., very likely will) be borne by the rescued individual or her/his group.
- Other--A trip into HBC will subject a person to other unknown hazards and risks.

The foregoing attempts to list the most commonly encountered hazards and risks, however, it should not be considered as an all inclusive listing. I acknowledge that there are innumerable ways that I may be physically injured, die, or be harmed emotionally while visiting HBC. Knowing this, I still desire to enter HBC and willingly do so completely at my own risk and responsibility.

I AGREE TO WAIVE, RELEASE, INDEMNIFY, AND HOLD HARMLESS the County of Door and its respective officers, officials, employees, and agents, and/or Horseshoe Bay Golf Club 2006, LLC, its owners, managing director and board, and respective officers, officials, employees, and agents from and against any and all actions, claims, costs, damages, demands, expenses, fees (including attorney's fees), judgments, liabilities, losses, and suits, for any and all liability, claim or cause of action arising out of or related to any loss, damage, injury or death, that in any way arises from or occurs as a result of my access to HBC.

I recognize that I am giving up, among other things, any and all right to sue the County of Door and its respective officers, officials, employees, and agents, and Horseshoe Bay Golf Club 2006, LLC, its owners, managing director and board, and respective officers, officials, employees, and agents for damages, injuries, and losses I may incur.

I further agree that this document shall be construed in accordance with the laws of the State of Wisconsin. Venue for any suit on this document shall rest in Door County, Wisconsin.

In addition, I agree that the provisions of this document shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision, shall be in any way affected.

I further agree that this document shall bind members of my family such as my spouse, parents or guardians, and my heirs, assigns and personal representative (if any).

By signing this document, I represent that I have read and understand the terms and conditions set forth herein, that I agree to all terms and conditions set forth herein, and that I sign this document voluntarily.

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Witness: Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Witness: Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

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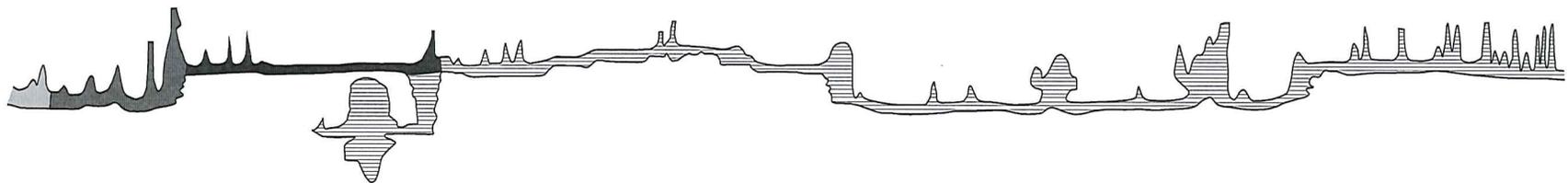
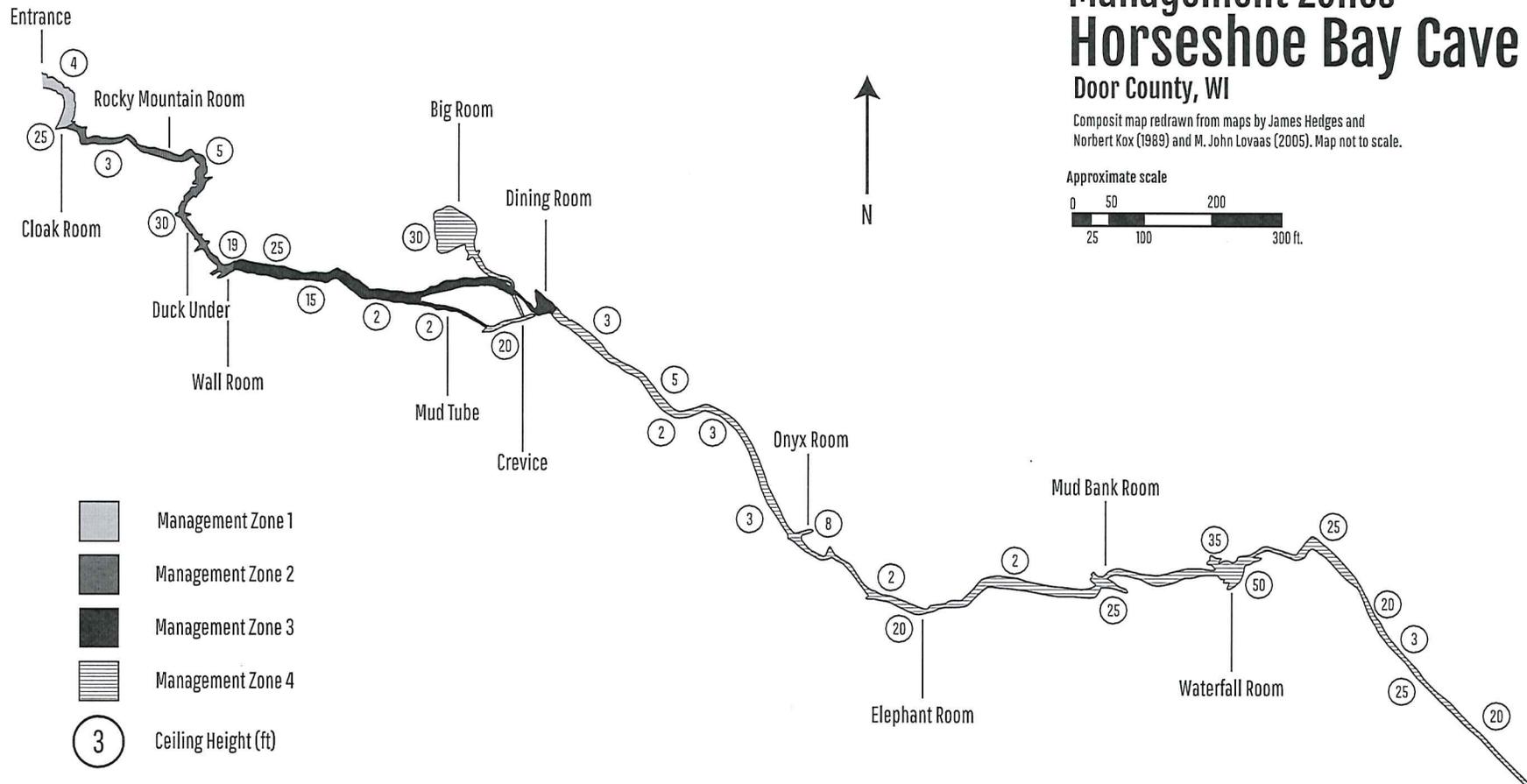
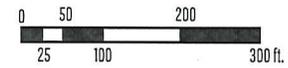
Signature \_\_\_\_\_ Date: \_\_\_\_\_

# Management Zones Horseshoe Bay Cave

Door County, WI

Composit map redrawn from maps by James Hedges and Norbert Kox (1989) and M. John Lovaas (2005). Map not to scale.

Approximate scale







**DOOR COUNTY**

**Resolution No. 2014-81**

**RESOLUTION SUPPORTING VOTING YES ON THE  
NOVEMBER 4, 2014 CONSTITUTIONAL AMENDMENT  
FOR CREATING A TRANSPORTATION FUND**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BRANN	X		
BUR	X		
ENGLEBERT			X
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES	X		
HALSTEAD	X		
KOCH			X
KOHOUT	X		
LIENAU	X		
MEYER	X		
MOELLER	X		
NEINAS	X		
O'CONNOR	X		
RUNQUIST			X
SCHULTZ	X		
SITTE	X		
VIRLEE	X		
ZIPPERER	X		
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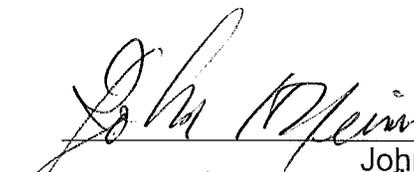
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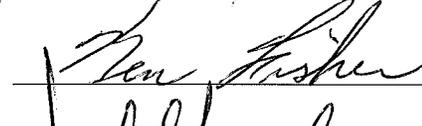
**WHEREAS**, The Wisconsin Legislature has passed a joint resolution in two consecutive sessions to place this vote before the voters of the State.

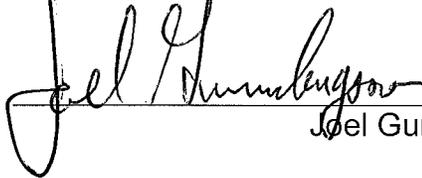
**NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors hereby supports a Yes vote for the Constitutional Amendment which would create a Transportation Fund to ensure that Transportation Dollars are used for Transportation.

**SUBMITTED BY:**

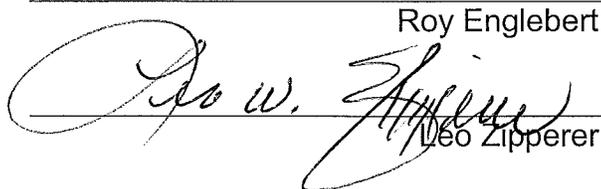
**Highway Committee**

  
\_\_\_\_\_  
John Neinas, Chair

  
\_\_\_\_\_  
Ken Fisher

  
\_\_\_\_\_  
Joel Gunnlaugsson

\_\_\_\_\_  
Roy Englebert

  
\_\_\_\_\_  
Leo Zipperer

**BOARD ACTION**

Vote Required: Majority Vote of a Quorum

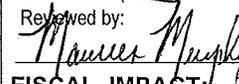
Motion to Approve      Adopted

1st Neinas      Defeated

2nd Brann

Yes: 18      No: 0      Exc: 3

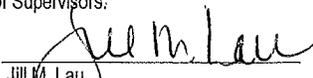
Reviewed by:  , Corp. Counsel

Reviewed by:  , Administrator

**FISCAL IMPACT:** This resolution supports the creation of the Transportation Fund, designates the monies to be deposited into the fund, the use and prohibits the appropriation of these funds for any other than purpose other than transportation. sms

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 30th day of September, 2014 by the Door County Board of Supervisors.

  
\_\_\_\_\_  
Jill M. Lau  
County Clerk, Door County



**DOOR COUNTY**

**Resolution No. 2014-82**

**INTERGOVERNMENTAL AGREEMENT –  
MEDICAL EXAMINER SERVICES [§66.0301, WIS. STATS.]**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BRANN	X		
BUR	X		
ENGLEBERT			X
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES	X		
HALSTEAD	X		
KOCH			X
KOHOUT	X		
LIENAU	X		
MEYER	X		
MOELLER	X		
NEINAS	X		
O'CONNOR	X		
RUNQUIST			X
SCHULTZ	X		
SITTE	X		
VIRLEE	X		
ZIPPERER	X		
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**WHEREAS**, The County of Door abolished the elective office of coroner, and established the medical examiner system, in 1983, by enactment of Ordinance 14-83; and

**WHEREAS**, Brown County and Door County desire to enter into an Agreement, (Attached hereto as Addendum A and incorporated herein by reference) whereby the Brown County Medical Examiner will provide medical examiner services for Door County; and

**WHEREAS**, The Administrative Committee has considered and approved the Intergovernmental Agreement, and Sec. 59.38, Wis. Stats. contemplates the medical examiner be authorized by the County Board.

**NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors does hereby give approval to the subject Intergovernmental Agreement between Brown County and Door County with respect to medical examiner services.

**BE IT FURTHER RESOLVED**, That this Agreement's term commences on January 1, 2015 and extends through December 31, 2015.

**BOARD ACTION**

Vote Required: Majority Vote of a Quorum

Motion to Approve      Adopted

1st Lienu      Defeated

2nd Sitte

Yes: 18      No: 0      Exc: 3

Reviewed by: \_\_\_\_\_, Corp. Counsel

Reviewed by: Maurice Murphy, Administrator

**FISCAL IMPACT:** The agreement with Brown County for medical examiner services for Door County is at the same level as 2014 \$45,006. This will become part of the 2015 budget process. sms

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 30th day of September, 2014 by the Door County Board of Supervisors.

Jill M. Lau  
Jill M. Lau  
County Clerk, Door County

**SUBMITTED BY: ADMINISTRATIVE COMMITTEE**

Daniel Austad      John Neinas  
Daniel Austad, Chairman      John Neinas

David Lienau      Richard Virlee  
David Lienau      Richard Virlee

Roy Englebert      Leo Zipperer  
Roy Englebert      Leo Zipperer

Ken Fisher  
Ken Fisher

INTERGOVERNMENTAL AGREEMENT - MEDICAL EXAMINER SERVICES

[§ 66.0301, Wis. Stats.]

The County of Door abolished the elective office of coroner, and established the medical examiner system, in 1983 by enactment of Ordinance No. 14-83.

Brown County and Door County desire to enter into this Agreement, whereby the Brown County Medical Examiner will provide medical examiner services for Door County.

The parties do hereby agree as follows:

1. This Agreement's term commences on January 1, 2015, and extends through December 31, 2015.
2. The Brown County Medical Examiner will perform medical examiner services for Door County, as contemplated by §§ 30.67(6), 59.34, 59.38 & 69.18, 146.82, 157.055, 157.06, 346.71, 350.155, and Ch. 979, Wis. Stats., as amended from time to time. This includes oversight of all death investigations, coordination of all autopsies, and issuance of cremation permits.
3. The Brown County Medical Examiner may appoint, supervise, and direct such Door County Medical Examiner's Assistants as the Door County Board of Supervisors authorizes. Door County Medical Examiner's Assistants shall be employees of, and be paid by, Door County.
4. Door County will provide 24-hour, 7-day-per-week, coverage by Door County Medical Examiner's Assistants. This includes suitable backup coverage.
5. The Brown County Medical Examiner, Chief Deputy Medical Examiner, and Medical Examiner's Assistants will attempt to be available for additional forensic investigations to assist the Door County Medical Examiner's Assistants if and to the extent that the Brown County Medical Examiner determines that such assistance is reasonable and necessary.
6. The Brown County Medical Examiner's Office shall issue standards, directives, policies, procedures, and protocols for the Door County Medical Examiner's Assistants.
7. The Brown County Medical Examiner's Office shall charge the Brown County rates for the following services:
  - a. Copies of records.
  - b. Death certificates.
  - c. Autopsy reports.
  - d. Laboratory reports.
  - e. Medical Examiner's Assistants' reports.
  - f. Cremation permits.
  - g. Disinterment permits.
  - h. Expert witness testimony.
  - i. Laboratory services beyond those provided by State of Wisconsin Laboratory of Hygiene.
  - j. Any services beyond those customary for a usual case.

Such charges shall be collected and retained by the Brown County Medical Examiner's Office

8. Door County will provide liability insurance for the appointed Door County Medical Examiner's Assistants. Brown County will provide liability insurance for the Brown County Medical Examiner, Chief Deputy Medical Examiner, and Medical Examiner's Assistants.
9. The total annual compensation paid to Brown County for all services rendered hereunder shall be \$45,006. Payment will be made in twelve (12) equal monthly installments of \$3,750.50. Payment is due within twenty (20) -days of receipt of an invoice. Such compensation is in addition to charges set forth in Paragraphs 3, 7 and 9. Both parties acknowledge that situations (i.e., emergencies and other) may arise that will result in the need for services above and beyond what is contemplated by this Agreement. In that event, Door County agrees to provide additional compensation to Brown County for the reasonable costs and fees actually incurred in providing such services.
10. Brown County will maintain a complete and accurate accounting of all costs and fees it incurs hereunder. Copies of such accounting will be provided to Door County on an annual basis.
11. It is the desire of the Brown County Medical Examiner to participate in Door County's budgetary process, in order to assure proper funds are available for medical examiner services. Door County welcomes such participation.
12. This agreement may be terminated by either party, provided six (6) months prior written notice is given to the Corporation Counsel of the non-terminating county.
13. This agreement may be revised from time to time by prior mutual written agreement of the parties.

BROWN COUNTY, WISCONSIN

Date \_\_\_\_\_

\_\_\_\_\_  
Troy Streckenbach  
Brown County Executive

DOOR COUNTY, WISCONSIN

Date \_\_\_\_\_

\_\_\_\_\_  
Maureen Murphy  
Door County Administrator