

# Agenda Item Report



**Winnebago County**

*The Wave of the Future*

DATE: March 28, 2022  
FROM: Parks and Expo Director and Expo Manager  
RE: Sunnyview Expo LED Lights and Painting

**General Description:** The Parks Department is proposing improvements and renovations to the Sunnyview Expo Center lights and barn areas.

**Requested Action:**

The Parks Department recommends that the Parks and Recreation Committee recommends to the County Board to authorize the capital project from the 2022-2026 CIP for the Sunnyview Expo LED Lights, blacktop repair, and gutter installation.

**Procedural Steps:**

Parks and Recreation Committee	Meeting date: 4/12/22
Action taken:	Vote: _____
County Board (Presentation)	Meeting date: 4/26/22
Personnel and Finance Committee	Meeting date: 5/5/22
Action taken:	Vote: _____
County Board	Meeting date: 5/17/22

**Background:**

The Sunnyview Expo Center Equine Facility was constructed in the early 1990's. Many shows are hosted annually with most returning year after year since its inception. The equine center is considered the jewel of the Midwest due to its size, multitude of barns and arenas, and ease of access. The covered arena, nestled in amongst the trees attracts many riders from outside the area and the state for its country feel. While the equine center was state of the art when installed, it has declined over the years due to lack of proper upkeep. The main structural beams of the covered arena are starting to rust, the roof insulation has become a haven for birds to pull nesting material, the lighting has outlived its cost effectiveness and the paved areas around the barns are showing their age as well.

**COST ESTIMATES**

Arena/Barns LED Lighting: \$55,000  
Barn Blacktop Improvements/Repair: \$30,000  
Barn Gutters: \$12,000

*Total Project Cost: \$97,000*

**Justification:**

Replacing all of the current light fixtures within the barn areas and covered arena with LED fixtures will provide a cost savings on our monthly electrical bills. This return on this investment will only take approximately 1.4 years. The gutters will provide a better experience for our patrons and direct the water away from doorways and entrances to the barns. The blacktop repairs will provide a better experience for our patrons and save staff time from having to clean manure and trash from gravel areas.

Painting the steel within the covered arena will prolong the life of the outdoor arena structure before the rust would take over and cause extensive repairs. Parks staff needs to look at more options for this portion of the project and will be bringing this back to the County Board later in 2022 for more discussion and action.

**Attachments:**

- Resolution

1 -052022

2  
3 **RESOLUTION: Authorize a Capital Project for the Winnebago County Parks Department for LED**  
4 **lighting, blacktop, and gutter improvements to the Sunnyview Expo Equine**  
5 **Complex at a Cost of \$97,000, Funded with Either a Transfer from the**  
6 **Undesignated General Fund Balance, or an Advance from the General Fund to be**  
7 **Reimbursed with a Subsequent Bond Issue.**  
8

9 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

10  
11 **WHEREAS,** the Parks Department identified the Sunnyview Expo Equine Complex lighting, blacktop, and  
12 gutter project as a priority within the 2022-2026 capital improvement plan; and

13 **WHEREAS,** the replacement of metal halide lights with LED lighting within the horse arena and around the  
14 equine complex will result in savings; and

15 **WHEREAS,** the blacktop improvements and gutter installation will provide a better experience for the  
16 Sunnyview Exposition clients.  
17

18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
19 authorizes a Capital Project for the Winnebago County Parks Department for LED Lighting, blacktop, and gutter  
20 improvements to the Sunnyview Expo Equine Complex to be funded with either a transfer from the undesignated  
21 general fund balance, or with a subsequent bond issue.  
22

23 **Fiscal Impact:** \$97,000 would be funded with either a transfer from the undesignated general fund balance, or with a  
24 subsequent bond issue. The Parks Department will return in 2022 to request funding for the painting and insulation  
25 for the covered arena.  
26

27 Respectfully submitted by:

28 **PARKS & RECREATION COMMITTEE**

29 Committee Vote:

30 Respectfully submitted by:

31 **PERSONNEL & FINANCE COMMITTEE**

32 Committee Vote:

33 Vote Required for Passage: **Two Thirds of Membership**  
34

35 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022  
36

37 \_\_\_\_\_  
38 Jonathan D. Doemel  
39 Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: March 28, 2022  
FROM: Parks and Expo Director  
RE: Kayak Rentals at Asylum Point Agreement – MidWest Rental Company

**General Description:** The Parks Department is proposing partnering with MidWest Rental Company out of Oshkosh, WI to offer self-service kayak rentals at the Asylum Bay Boat Landing.

**Requested Action:**

The Parks Department recommends that the Parks and Recreation Committee recommends to the County Board to authorize the Parks Department to enter into a contract to offer self-service kayak rentals at the Asylum Boat Landing with MidWest Rental Company out of Oshkosh, WI.

**Procedural Steps:**

Parks and Recreation Committee	Meeting date: 4/12/22
Action taken:	Vote: _____
Personnel and Finance Committee	Meeting date: 5/5/22
Action taken:	Vote: _____
County Board	Meeting date: 5/17/22

**Background:**

In 2021, the Parks Department began the process of looking at different options for providing a self-service kayak rental station at some of the County's 7 boat landings. Through a conversation with the Oshkosh Convention and Visitor Bureau, parks staff met with MidWest Rental Company staff. Through conversations we decided to offer self-service kayak rentals at the Asylum Bay Boating Landing for 2022 as a trial run. MidWest Rental Company will provide the kayaks, paddles, life vests, online registration software, and staff. The Parks Department will provide the kayak rack at a cost of roughly \$800 through the 2022 operational budget. 15% of all rental fees will be paid to the Winnebago County Parks Department through a 1-year rental agree. The agreement is valid from June 1, 2022 – October 31, 2022. After this first year, the department and MidWest Rentals will evaluate the program for a possible continuation or expansion to other boat landings in 2023. Revenue from this program will go towards the Boat Landing fund for the department.

**Justification:**

Renting kayaks to the general public provides a recreational opportunity to the residents of Winnebago County and tourists that may not own a kayak of their own. Also, the program has the opportunity to become a revenue generating program for the Parks Department and the boat landing program.

**Attachments:**



- Resolution
- Contract with MidWest Rental Company for 2022

## AGREEMENT

**RE: Use of Land for Kayak Rental & Storage  
Winnebago County Park System  
Winnebago County, Wisconsin**

This **LEASE AGREEMENT** (agreement) by and between Winnebago County, a State of Wisconsin Municipal Corporation, hereinafter called "**LESSOR**", and **MidWest Rental Company, c/o Michael Amos, 1000 Bauman St., Oshkosh, WI 54902; info@midwestrentalcompany.com; 920-915-0428**, hereinafter called "**LESSEE**", provides as follows:

1. **PURPOSE.** The purpose of this agreement is to incorporate the terms and conditions under which the **LESSOR** will permit **LESSEE** to conduct **kayak rentals and storage at the Asylum Bay Boat Landing.**
2. **TERM.** The term of this agreement will begin **June 1, 2022** and will continue thereafter to and including **October 31, 2022.**
3. **LOCATION.** Rental and storage of kayaks will be located at the **Asylum Bay Boat Landing, 3400 Sherman Road, Oshkosh, WI 54901. Specific location of storage unit shown in "Exhibit B".**
4. **LESSEES OBLIGATIONS.** In addition to the foregoing, the undersigned, **LESSEE**, further agrees as follows:
  - A. **Fifteen percent of the proceeds** collected by **LESSEE** from the rental of kayaks located at the **Asylum Bay Boat Landing** will be paid to **LESSOR** no later than **November 30, 2022.**
  - B. By the 15<sup>th</sup> of the month, **LESSEE** will provide **LESSOR** with a monthly report on the rental sales from the previous month (i.e. A June sales report will be provided by July 15<sup>th</sup>).
  - C. **LESSOR** will supply a four-kayak storage rack at the **Asylum Bay Boat Landing** similar to the picture in "**Exhibit C.**"
  - D. **LESSEE** will supply a locking mechanism for the kayaks. **LESSOR** is not responsible for damage or theft of the kayaks or other kayaking gear stored at the kayak rack.

- E. **LESSEE** may install one sign near the kayak storage rack with their logo and information related to the kayak rental offerings, which may include the **LESSEE's** contact information for the purpose of promoting the use of the kayak rack.
- F. **LESSOR** reserves the right at any time to move the kayak rack to an alternative location at the **Asylum Bay Boat Landing** if necessary.

5. **NAMING RIGHTS & RIGHT OF EXCLUSIVITY.**

- A. In the event the **LESSOR** enters into a naming rights, sponsorship, or pouring rights agreement for all or any part of the **Asylum Bay Boat Landing**, use of said name(s), and/or products shall replace all previous facility name references in all promotional and advertising materials used by **LESSEE**, and/or the **LESSEE'S** agents, vendors, or subcontractors, for the remainder of the lease.

6. **LESSEE LEGAL STATUS.**

- A. **LESSEE** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and that the individual executing this agreement on its behalf and is fully authorized to do so.
- B. It is specifically understood and agreed that this agreement shall not be construed to create or evidence a partnership or joint venture between **LESSOR** and **LESSEE** and that both parties hereto are individually responsible for their respective debts and financial obligations. The **LESSEE** shall not make presentations to third parties contrary to the terms of this paragraph.

7. **INSURANCE.**

- A. **LESSEE** shall, at its own expense, obtain insurance in accordance with **Exhibit "A"** and shall provide proof of such insurance **by June 1, 2022**. The provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in the absence of **LESSEE'S** provision of a certificate of insurance indicating that coverage as is

required herein.

8. **HOLD HARMLESS & WAIVER.**

- A. **LESSEE** will indemnify and hold **LESSOR** harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the **LESSOR** by reasons or on account of damage to the property of the **LESSOR** or the property of, injury to, or death of any person arising from **LESSEE'S** activities under any circumstances, except when caused by the **LESSOR'S** sole negligence or by the joint negligence of the **LESSOR** and any persons other than the **LESSEE** or **LESSEE'S** subcontractors.
- B. To include the **LESSOR** on any waiver and release form signed by participants. A copy of the waiver and release form shall be provided to **LESSOR** by **June 1, 2022**.

9. **ASSIGNMENT/TRANSFER.**

The **LESSEE** agrees it will not assign or transfer this Agreement without prior written consent of the **LESSOR**.

10. **TERMINATION OR DEFERMENT OF AGREEMENT.**

- A. Should **LESSEE** or **LESSOR** fail to substantially comply with any material provision of this lease, **LESSEE** or **LESSOR** shall have the right to terminate this agreement if said breach occurs during the agreement period, upon five days written notice to **LESSEE** or **LESSOR** and upon **LESSEE'S** or **LESSOR'S** failure to cure said breach within 24 hours of receipt of said notice.
- B. At any time during the agreement period, should **LESSEE** or **LESSOR** fail to substantially comply with any material provision of this lease, **LESSEE** or **LESSOR** shall have the right to terminate this agreement and immediately cancel all further operations of the agreement. Additionally, given the early termination of the agreement for any reason whatsoever, **LESSEE** shall remain obligated to honor all terms and conditions of this

agreement as contained herein.

11. **NOTICES.**

Any notices required pursuant to this agreement shall be considered provided upon deposit in the U.S. Mail, First Class postage affixed. Notices shall be mailed to the parties at the following addresses:

C. MidWest Rental Company, 1000 Bauman St., Oshkosh, WI 54902

D. Winnebago County Parks Dept., 625 E. County Road Y, Ste. 500, Oshkosh, WI 54901

12. **DISCRIMINATION.**

During the term of this agreement, **LESSEE** agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, a guest, or an applicant for employment on the basis of race, sex, handicap, national origin, age cultural differences, sexual preference or marital status. Additionally, **LESSEE** agrees to comply with all ADA requirements applicable to the management and operation of **kayak rentals**.

13. **COMPLIANCE WITH LAWS, ETC.**

**LESSEE** agrees to comply with all laws, ordinances, rules and regulations promulgated by **LESSOR** and any governmental unit having jurisdiction, applicable to the use of the **Asylum Bay Boat Landing** and to use said areas in compliance therewith.

14. **ENTIRE AGREEMENT.**

The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. Should any part of this agreement be held to be invalid by a Court of law, said ruling shall not invalidate the remainder of this agreement.

15. **USE AND LEGAL REQUIREMENTS.**

**LESSEE** understands that the **LESSOR** is bound by the Wisconsin Public Records Law, Wis. Stat.

sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36(3), the **LESSOR** may be obligated to produce, to a third party, the records of **LESSEE** that are "produced or collected" by the **LESSEE** under this Agreement ("Records"). **LESSEE** is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and **LESSEE** acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, **LESSEE** is (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to the **LESSOR** if, in the **LESSOR'S** determination, the **LESSOR** is required to produce the records to a third party in response to a public records request. **LESSEE'S** failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and **LESSEE** must defend and hold the **LESSOR** harmless from liability due such breach.

The agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter.

Dated at Oshkosh, Wisconsin this 28 day of March, 2022.

**WINNEBAGO COUNTY**

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

County Executive

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

County Clerk

**MIDWEST RENTALS INC.**

By: Michael Amos

Authorized Representative (Print)

By: [Signature] Date: 3/28/2022

Authorized Representative (Signature)

## EXHIBIT "A"

### INSURANCE

A minimum of 60 days prior to holding the event or participating in the event, **LESSEE**, at its own cost and expense, shall furnish Winnebago County with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:

1. General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. This insurance shall include on the Certificate of Insurance the following coverages:

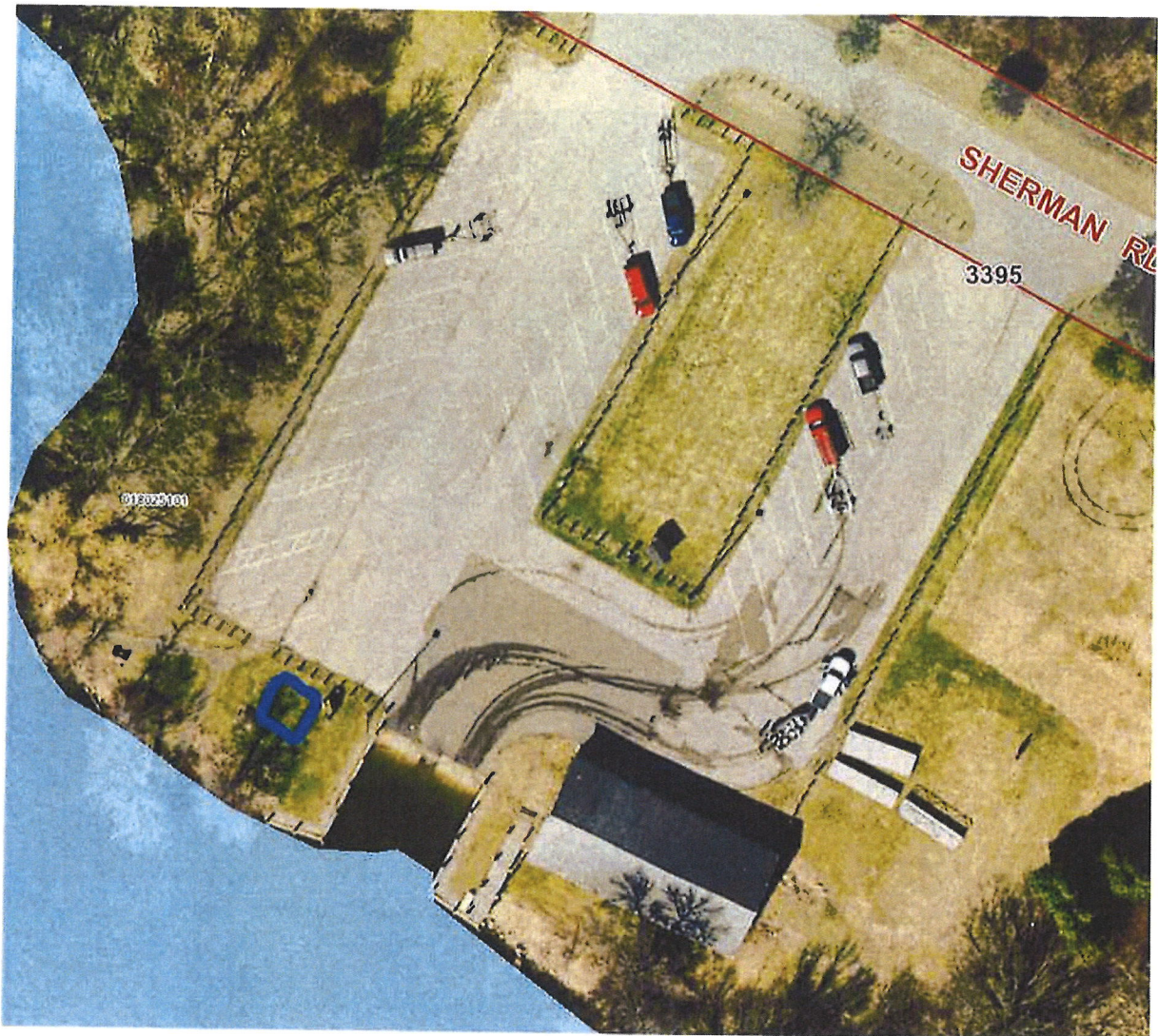
a. Premises - Operations	d. Broad Form Blanket Contractual
b. Products and Completed Operations	e. Personal Injury
c. Broad Form Property Damage	f. Liquor Liability (if alcohol on Premises)
2. The certificate shall list the Certificate Holder and Address as follows: Winnebago County, Attn.: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "Description of Operations".
3. Such insurance shall include under the General Liability and Automobile Liability Policies, *Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions* as "Additional Insureds".
4. Such insurance shall include a 30-day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Winnebago County Courthouse, P.O. Box 2808, Oshkosh, Wisconsin 54903-2808. All such notices will name the LESSEE and identify the event.



EXHIBIT "B"

SITE LOCATION

Asylum Bay Boat Landing  
3400 Sherman Road, Oshkosh





**EXHIBIT "C"**

**SAMPLE RACK**



1 -052022

2  
3 **RESOLUTION: Request Authority to Enter into a Contract with MidWest Rental Company**  
4 **to Offer Kayak Rentals at the Asylum Bay Boat Landing for 2022**  
5  
6

7 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

8 **WHEREAS**, Winnebago County Parks Department wants to contract with MidWest Rental Company for the  
9 2022 season (June 1, 2022 through October 31, 2022) to provide kayak rentals to Winnebago County residents and  
10 tourists; and

11 **WHEREAS**, MidWest Rental Company will be responsible for supplying the kayaks, paddles, life vests, online  
12 registration, and staff to allow for the rental of the kayaks throughout the 2022 season; and

13 **WHEREAS**, the Winnebago County Parks Department will provide the racks to store the kayaks at a cost of  
14 approximately \$800.00 through the 2022 operational budget; and

15 **WHEREAS**, Winnebago County Parks Department will receive 15% of all revenue generated from the kayak  
16 rentals.

17  
18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
19 authorizes the Winnebago County Executive and the Winnebago County Clerk to enter into a contract with MidWest  
20 Rental Company of Oshkosh, WI for the purpose of offering kayak rentals at the Asylum Bay Boat Landing for the 2022  
21 season.  
22

23 Fiscal Note: No budget transfer is required. There will be a cost of \$800, using currently budgeted funds, to supply a  
24 kayak storage rack, and a small revenue stream, in an amount that cannot be accurately predicted at this time.  
25

26 Respectfully submitted by:

27 **PARKS AND RECREATION COMMITTEE**

28 Committee Vote: \_\_\_\_\_

29 Respectfully submitted by:

30 **PERSONNEL AND FINANCE COMMITTEE**

31 Committee Vote: \_\_\_\_\_

32 Vote Required for Passage: Majority of Those Present  
33

34 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
35

36 \_\_\_\_\_  
37 Jonathan D. Doemel  
38 Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: March 29, 2022

FROM: Parks and Expo Director

RE: Amend Winnebago County Code – Chapter 19.01 and 19.13 – Dog Park Rules

**General Description:** The Parks Department is proposing to amend Chapter.01 and 19.13 of the Winnebago County Code in order to include a definition of a dog park and the dog park rules.

**Requested Action:**

The Parks Department recommends that the Parks and Recreation Committee recommends to the County Board to amend Chapter 19.01 and 19.13 of the Winnebago County Code to include the rules for the Best Friends and Jerry Finch Winnebago County Dog Parks.

**Procedural Steps:**

Parks and Recreation Committee  
Action taken:  
County Board

Meeting date: 4/12/22  
Vote: \_\_\_\_\_  
Meeting date: 5/17/22

**Background:**

In 2021, the Parks Department opened the Jerry Finch Winnebago County Dog park to the public with a soft opening. On May 10 of 2022, Winnebago County will host a ribbon cutting to officially open the dog park in Fox Crossing. Park staff have been working with the Fox Crossing police, parks, and community development departments in order to make sure that we create a good working relationship with the new dog park. Part of this process is working to make sure that the Winnebago County Code is enforceable in both dog parks. Parks staff have also met with the Oshkosh police department and the Friends of Winnebago County Dog Parks to ensure that there is a good line of communication and that the rules we create are enforceable and are not too restrictive. Once the rules have been solidified, park staff can finalize the signs at the park.

**Justification:**

The Winnebago County Parks Department wants to ensure that dog owners have as little confusion as possible when going from one dog park to the other. The goal is to have a consistent set of rules between the two parks. The minor updates to the park rules will ensure that there is consistency between the two parks and that the rules are enforceable by law enforcement or by county staff. Park staff will continue to work with the Fox Crossing police department to see if there is anything we need to do within village ordinance to make sure the rules of the park are enforceable.

**Attachments:**

- Ordinance
- Exhibit A – Chapter 19.01 and 19.13 revisions

## **Exhibit A**

**19.01**     **DEFINITIONS:** Unless otherwise stated, the following terms shall have the meaning as defined in this section.

- (1) ARCHEOLOGICAL SITE.** Archeological site means any tract of land owned or acquired by Winnebago County due to the unusual or unique historical or archeological significance that the area possesses.
- (2) CAMPGROUND.** Campground includes those tracts of county park land specifically designed for camping purposes.
- (3) CAMPING UNIT.** Camping unit means any single shelter used for a camp by a camping party, except sleeping bags, hammocks and shelters used exclusively for dining purposes.
- (4) CAMPSITE.** Campsite refers to a section of a campground which is designated for camping use by a camping unit or camping party.
- (5) COMMITTEE.** Committee means the County Parks and Recreation Committee.
- (6) DIRECTOR.** Means the Director of County Parks.
- (7) DOG PARK.** Park Properties officially designed for exercise of dogs off leash.
- (8) NATURE AREA.** Nature area shall include all tracts of County Park land specifically set aside for environmental preservation, nature study and for environmental interpretation purposes.
- (9) PARK.** Park shall include the grounds, buildings thereon, waters therein, of the parks, river and lake access sites and other recreational areas which are now or may hereafter be under the control of the County Parks and Recreation Committee.
- (10) PERSON.** Person includes any individual, firm, partnership, corporation or association of persons and the singular number includes the plural.
- (11) PICNIC AREA.** Picnic area means any tract of land developed and maintained for picnicking including adjacent playground and playfield areas containing not less than five picnic tables.
- (12) RECREATION TRAIL.** Recreation trail designates any parcel of land owned or obtained by easement by the County which is used for snowmobiling, hiking or bicycling purposes.
- (13) SERVICE CENTER.** Building located adjacent to the Community Park Swimming Lake facilities providing outreach services that help support Parks Department



program functions.

- (14) SERVICE CENTER STAFF.** Service Center Staff means the assigned individual(s) (or appointed substitute when needed) designated by the Director who facilitate the operation of the Service Center.
- (15) SPECIAL EVENT.** Special event means any planned occurrence on county owned park land including but not limited to parades, gatherings, festivals, and athletic events which is not within the normal and ordinary use of the public premises or place or which, by nature of the event, may have a greater impact on County services or resources than would have occurred had the event not taken place. Whether the event is considered within the normal, ordinary, or intended use of the park land shall be determined by the County. Special events are typically an event where the event organizers invite the general public to participate in the event whether or not the event charges a fee.
- (16) SWIMMING LAKE.** Refers to the water and beachfront area of the Community Park contained within a fenced enclosure and designated as a swim and leisure activity area by standard regulatory markers and posted notices.
- (17) SUNNYVIEW EXPOSITION CENTER.** Specifically means the County- owned land officially designated as the exposition center site and operated as such.
- (18) VEHICLE.** Vehicle means any device by which a person or property may be transported and which is self-propelled.

#### **19.13        PETS AND ANIMALS.**

- (1) No domesticated animals shall be allowed onto Park property, except as follows:**
  - a** Leashed animals are allowed on the WIOUWASH and Mascoutin Valley State Recreation Trails and at specified times at the Sunnyview Exposition Center during scheduled events and per the edicts set-forth within the Sunnyview Exposition Center Policy Statement/Administrative Directive.
  - b** Persons shall be allowed to have domesticated animals on-leash at County boat landings only when being transferred from vehicles to boats, or boats to vehicles.
  - c** **Persons shall be allowed to have domesticated animals on-leash on the Community Park shared use path and such persons shall be permitted to utilize those Community Park parking lots that abut the shared use path to facilitate direct transfer of their animal(s) from vehicle to path, or from path to vehicle.**
  - d** **Within a designated Dog Park, specifically the Best Friends Dog Park located within the Community Park and the Jerry Finch Winnebago County Dog Park located in Fox Crossing.**
- (3) With the exceptions as noted in Section 19.13(1) no person shall bring or**

permit any domesticated animal onto Park property at any time unless the animal is on a leash of suitable strength with a maximum length of six (6) feet.

- (4) The following rules shall apply for the Best Friends Dog Park located in the Community Park and the Jerry Finch Winnebago County Dog Park located in Fox Crossing
- a Dog owners use the park at their own risk.
  - b Dog owners are responsible for the actions and behavior of their dog.
  - c Dogs must be leashed until the dog is within the fenced perimeter of the dog park.
  - d Dogs must wear a collar or harness at all times.
  - e Owners must carry a leash at all times.
  - f Dogs must be under supervision and control at all times.
  - g Clean up dog waste before exiting the dog park area.
  - h Dogs are not allowed on tables or benches.
  - i Dog must be licensed and have current rabies vaccinations.
  - j No more than 3 dogs allowed per owner.
  - k Discourage barking and digging. If your dog digs a hole, fill it in.
  - l Use common sense and courtesy at all times.
  - m Park hours for Jerry Finch Winnebago County Dog Park are 6am – 10pm
  - n Park hours for Best Friends Dog Park is 7am – 11pm
- (5) No person shall bring or permit any animal except a service animal access into any building or onto any Nature Area, nor onto any parkland including disc golf courses, rugby and soccer fields, prairie plantings, playgrounds or play areas, shade shelters, ballfields, ponds, picnic or lawn areas, or public event areas.
- (6) While on the Community Park shared use path domesticated animals shall yield to bicycles, strollers, roller bladders, skate boarders, walkers, runners, those using mobility assistance devices, and, with the exception of marked crosswalks, all motorized vehicles.
- (7) No leashed animals shall be allowed on the segment of shared use path within the Community Park soccer complex during sports tournament events unless written permission is granted by the Director.
- (8) Persons making use of either the Community Park on-leash or off-leash facilities shall be allowed to have no more than **three** dogs.
- (9) Animals must be under control at all times so they will not disturb the park setting or prevent the public from enjoying the facilities provided.
- (10) No person shall bring a horse into or ride a horse onto Park property except that horseback riding shall be permitted in areas specially designated for horses.
- (11) Nothing within Winnebago County General Code Chapter 19.13 shall prohibit or

restrict dogs from being present in posted off-leash dog park areas.

- (12)** Service animals as defined by the ADA are allowed onto all Park property with on-leash restrictions excepting where these devices interfere with the service animal's work or the individual's disability prevents using these devices.
- (13)** Owners are required to clean up any waste deposited by their domesticated animal and properly dispose of it off-site.
- (14)** Rules set forth in Winnebago County General Code Chapter 19.13 may be waived by the Director or his/her designee as circumstances may require for fixed periods of time.

1 -052022

2  
3 **ORDINANCE: Amend Winnebago County General Code Sections 19.01 And 19.13 to Add the**  
4 **Definition of "Dog Park" and "Special Event" and Publish Rules for the Best**  
5 **Friends and Jerry Finch Winnebago County Dog Parks**  
6

7 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

8 **WHEREAS**, the Parks and Recreation Committee has reviewed and recommends approval of the following  
9 amendments to Section 19.01 and Section 19.13 of the Winnebago County General Code as attached; and

10 **WHEREAS**, the amendments define the terms "dog park" and "special event" and publish rules for the Best  
11 Friends and Jerry Finch Winnebago County dog parks; and

12 **WHEREAS**, the Winnebago County Parks Department has collaborated with the Winnebago Friends of the  
13 Dog Park group, City of Oshkosh Police Department, Fox Crossing Police Department and the Winnebago County  
14 Sheriff's Office; and

15 **WHEREAS**, the Parks Department will continue to work with the Winnebago Friends of the Dog Park group,  
16 City of Oshkosh Police Department, Fox Crossing Police Department and the Winnebago County Sheriff's Office to  
17 provide a safe and inviting environment for all users.  
18

19 **NOW, THEREFORE, THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WINNEBAGO**  
20 **DOES ORDAIN AS FOLLOWS:**

21 That Section 19.01 and Section 19.13 of the General Code of Winnebago County be revised to add the  
22 definition of the dog park and special event and publish the rules for the Best Friends and Jerry Finch Winnebago  
23 County Dog Parks located in the City of Oshkosh and Village of Fox Crossing.  
24

25 **BE IT FURTHER ORDAINED** by the County Board of Supervisors of the County of Winnebago that said  
26 amendment to the General Code of Winnebago County shall become effective on the date following the date of  
27 publication.  
28

29 **Fiscal Impact:** No fiscal impact

30  
31 Respectfully submitted by:

32 **PARKS & RECREATION COMMITTEE**

33 Committee Vote: \_\_\_\_\_

34 Respectfully submitted by:

35 **PERSONNEL & FINANCE COMMITTEE**

36 Committee Vote: \_\_\_\_\_  
37

38 Vote Required for Passage: **Three-Fourths of Membership**  
39

40 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
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43  
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Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



**Winnebago County**

*The Wave of the Future*

DATE: March 29, 2022

FROM: Parks and Expo Director

RE: Memorial Bench at Jerry Finch Winnebago County Dog Park

**General Description:** The Parks Department is requesting a budget transfer for a bench donation for the Jerry Finch Winnebago County Dog Park.

**Requested Action:**

The Parks Department recommends that the Parks and Recreation Committee recommends to the County Board to approve the budget transfer of \$1841 for a memorial bench at the Jerry Finch Winnebago County Dog Park.

**Procedural Steps:**

Parks and Recreation Committee  
Action taken:  
Personnel and Finance Committee  
Action taken:  
County Board

Meeting date: 4/12/22  
Vote: \_\_\_\_\_  
Meeting date: 5/5/22  
Vote: \_\_\_\_\_  
Meeting date: 5/17/22

**Background:**

In 2022, park staff was approached a resident that would like to donate a bench to the Jerry Finch Winnebago County Dog Park. The parks department has worked with the donor and have finalized the donation for a memorial bench at the park.

**Justification:**

The memorial bench will enhance the dog park while also providing a beautiful memorial for a Winnebago County resident.

**Attachments:**

- Budget Transfer Form

