



The Village of  
**North Fond du Lac**  
*...A Great Place to Live, Work & Play*

**Date:** 06/21/2010  
**To:** Village Board  
**From:** Chuck Hornung

**Topic: Combining COW and Board Meeting**

**Background:** Combining the COW and Board Meeting into one has been discussed several times. Many pros and cons have been presented with the last discussion centered on what "Roberts Rules" allowed.

**Analysis:** Roberts Rules are well documented but do give some latitude as to how meetings can be run. I feel that we can address most of the concerns and still have an orderly process to agenda items with the following process.

1. Agenda items could read:
  - a. Discussion and possible action could occur on continuing practice of contracting street sweeping to neighboring communities.

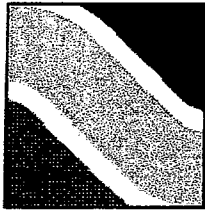
This language would allow for discussion and possible action if the discussion led to a motion to approve or deny the agenda item. We could state at the beginning of the meeting that we would allow public comment after each agenda item has been discussed by the board but prior to any action. We can still have a short Citizens Comments section to allow citizens to comment on non-agenda items. The only issue this option doesn't address is allowing Board members to chair a portion of the meeting.

**Options:**

1. Combine COW and Board meetings into one.
2. Continue with COW and Board as two separate meetings.

**Recommendations:** Board option

**Fiscal Impact:** None.



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**Date:** 06/21/2010  
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**Topic: Request for Funds – Swimming Pool Design**

**Background:** The swimming pool committee met on Tuesday June 8, 2010 to discuss a recommendation to contract an engineering firm to help with the evaluation of the existing pool and the design of potential enhancements.

**Analysis:** Four companies were considered to contract for the evaluation of the existing pool and to assist in the development of a proposal for possible enhancements. Burbach requires a contract locking you into all future work to complete a plan. The committee was not comfortable with this requirement. Aquatica's proposal was considerable more than the other companies. That left the options of either Ramaker or Water Technologies. A Water Technologies representative came to the last pool committee meeting and spoke on the history of their company and projects they did in the area. Two projects mentioned were the FDL County aquatic center and the FDL Taylor Park splash pads. I contacted the City of FDL and asked how the projects went and their relationship with Water Technologies. In both cases, they made very good comments about working with them.

The quoted price of not to exceed \$5,000 includes two steps. The first step would be to evaluate the existing pool. Water Technologies evaluated the pool back in 1999. We have their report along with the maintenance history of the pool since the report. Because they did the evaluation in 1999 and we have the history of maintenance, the Water Technology representative felt there would be minimal cost on updating the evaluation of the existing pool. That would leave more of the \$5,000 to go towards the design of potential enhancements to the pool.

Because there are no funds budgeted for this, I would recommend we fund this through:

Kiwanis donation \$1,000

Kohl's donation - \$2,000

Devine Savior / Trivent donation \$1,000

Economic Development Engineering fund - \$1,000. We have \$25,000 budgeted. Any charges would be reimbursed from fund raising activities if the project is given the go ahead.

**Options:**

1. Allow contracting Water Technologies to provide services for evaluation of existing pool and design of potential enhancements.
2. Decline expending funds for project design.

**Recommendations:** Option 1.

1. Allow expenditure to provide professional help in defining needs, project design, and presentation materials for project proposals.

**Fiscal Impact:** Not to exceed \$5,000



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**Date:** 06/21/2010  
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**Topic: Strategic Planning Facilitation**

**Background:** Village operations are running smoothly with day to day activities. Several strategic planning sessions have been held over the years including the creation of the Village comprehensive plan in 2000. As the economy and trends change, we need to re-visit strategic planning for the Village.

**Analysis:** I have been working with FCEDC to recommend a firm to help with a strategic planning session. Blue Door Consulting is a firm out of Oshkosh who has worked with FCEDC in the past. I met with Heidi Strand from Blue Door Consulting and Melissa Hunt from FCEDC and feel that they can do a good job in leading us through a strategic planning session. Attached is their proposal.

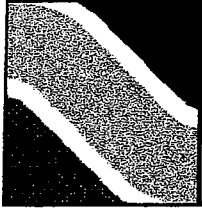
**Options:**

1. Deny proposal for strategic planning session.
2. Invite Blue Door Consulting to a Board meeting to discuss proposal and strategic planning process.
3. Approve Blue Door strategic planning proposal.

**Recommendations:** Option 2.

Invite representative from Blue Door Consulting to a board meeting to hear strategic planning process and deliverables.

**Fiscal Impact:** Not to exceed \$2,000 – Charge to Economic Development Engineering. (\$25,000 in 2010 budget.)



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**Date:** 06/21/2010  
**To:** Village Board  
**From:** Chuck Hornung

**Topic: Street Sweeping**

**Background:** The Village street sweeper was purchased 10 years ago. There is some concern about wearing it out by sweeping neighboring communities streets.

**Analysis:** A fact sheet is on the back side of this cover sheet showing the history of the revenue raised from sweeping neighboring communities. There are also comments about the equipment justifying the continued contracting of the sweeping service to outside communities.

**Options:**

1. Discontinue contracting sweeping services to outside communities.
2. Continue contracting sweeping services to outside communities.

**Recommendations:** Option 2.

Based on the opinion of the manufacturer representative and the Director of Public Works, the street sweeper is likely to rust out before it wears out. If that is the case, we should utilize it as much as we can to provide revenue to the Village.

**Fiscal Impact:** None.

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## Street Sweeping Revenue

	Hours	Revenue		hours	revenue
2007			2008		
Village of Rosendale	7	\$ 525.00	Village of Rosendale	9	\$ 720.00
Village of Brownsville	7.5	\$ 562.50	Village of Brownsville	7.5	\$ 600.00
Village of Theresa	11.5	\$ 862.50	Village of Lomira	13.5	\$ 1,080.00
Village of Lomira	11.5	\$ 862.50	Town of Friendship	3	\$ 240.00
Ashwood Communities	3	\$ 225.00	Village of Brandon	12	\$ 960.00
Stewarts Landscaping	3.5	\$ 262.50	Ashwood Communities	7	\$ 560.00
Village of Lomira	14	\$ 1,050.00	Village of Lomira	14	\$ 1,120.00
Village of Brandon	5	\$ 375.00			\$ 5,280.00
		<u>\$ 4,725.00</u>			
2009			2010 to Date		
Canadian National	5	\$ 400.00	Village of Lomira	16.5	\$ 1,320.00
Village of Lomira	13	\$ 1,040.00	Town of Friendship	3	\$ 240.00
Village of Rosendale	8	\$ 640.00	Village of Brownsville	10	\$ 800.00
Town of Friendship	3.5	\$ 280.00	Ashwood Communities		
Village of Brownsville	8	\$ 640.00	Village of Eden	9	\$ 720.00
Ashwood Communities	4.5	\$ 360.00	Mary Hill Park	3	\$ 240.00
Village of Lomira	13	\$ 1,040.00	City of FDL	2	\$ 160.00
		<u>\$ 4,400.00</u>			<u>\$ 3,480.00</u>

\*All sweeping is charged at an overtime rate and according to the state equipment rental rate. Sweeping is billed from the time operator leaves the shop until he return and allows for 1 hour of equipment clean up.

\*Sweeping is done on employees scheduled day off or evenings.

\*Sweeper is inspected by a manufacturer representative annually. Report from manufacturer is that our machine is in excellent operating condition,

\*Typical equipment life expectancy is 10 years. Our sweeper is now ten years old , and have no current plan of replacement in the near future.

\*This equipment will most likely rust out to the point of beyond repair before the mechanics of machine will wear out from use.

\*Estimated replacement cost of similar equipment is: \$180,000.00

**Memo To:** Village Board

**Memo From:** Chief William B. Lamb

**Date:** June 17, 2010

**Re:** O-2010-5

**Cc:** Chuck Hornung – Village Administrator  
Donna Richards – Village Clerk

The Wisconsin legislature has created Wisconsin Statutes 344.61 to 344.65 mandating that persons operating motor vehicles on or after June 1, 2010, have proof of vehicle liability insurance available to produce upon the request of a law enforcement officer (2009 Wisconsin Act 28, Section 2967r (page 557)). We obviously have a responsibility to enforce this new state law. However, pursuant to state law, if a municipality has a municipal court all forfeiture (non-criminal) violations must be dealt with in that court. Therefore, the Village of North Fond du Lac will need to establish a municipal ordinance that adopts this newly created state law.

The recommendation on the creation/adoption of this ordinance will be placed on the agenda for the COW/Board meetings on June 21<sup>st</sup>. Unfortunately, it doesn't appear that we will have a copy of the proposed ordinance language in time to send out in the Board packets on Friday. Therefore, I'm writing this background memo to give you some level of detail regarding this agenda item. If we can't get the ordinance language to you with the packets we will distribute copies at the (June 21) COW meeting. Fortunately, it'll be an extremely short ordinance because it'll basically just state that we adopt these provisions of state law as municipal ordinance.

In summary, this ordinance would entail the following offenses:

**Operating a motor vehicle without minimum insurance**

“No person may operate a motor vehicle upon a highway (any street) in this state unless the owner or operator of the vehicle has in effect a motor vehicle liability policy with respect to the vehicle being operated.”

**Operating a motor vehicle without proof of minimum insurance**

“No person may operate a motor vehicle upon a highway (any street) in this state unless the person, while operating the vehicle, has in his or her immediate possession proof that he or she is in compliance with (344.62(1)).”

**Possession of fraudulent proof of insurance card**

“No person may forge, falsify, counterfeit, or fraudulently alter any proof of insurance, policy of insurance, or other insurance document, or possess any forged, falsified, fictitious, counterfeit, or fraudulently altered proof of insurance, policy of insurance, or other insurance document for purposes of creating the appearance of satisfying the requirements under s. 344.62(2).”

**Presenting invalid proof of insurance card**

No person may represent that any proof of insurance, policy of insurance, or other insurance document is valid and in effect, knowing or having reason to believe that the proof of insurance, policy of insurance, or other insurance document is not valid or not in effect for purposes of creating the appearance of satisfying the requirements under s. 344.62(2).

To: Village Board  
From: Nick Leonard  
Date: June 17, 2010  
RE: Park Ridge Lane Paving Agreement

### **Background**

There is a section of Parkridge Lane east of Westwood Avenue that needs to be paved. As this is part of Westwood Development, Willis Addition 2, it is the Developer's responsibility.

### **Analysis**

There are eight lots (four of which have homes on) on Park Ridge Lane that need the street completed in front of. This is the responsibility of the Developer (Wayne Tatro). Wayne hired someone to pour the curb and gutter and approached us about having the pavement work done and he would reimburse us for the cost. I had already contacted Fond du Lac County to come take a look at our streets that they will be doing overlays on and also had them look at Park Ridge Lane. I have received an estimate from the County and they are ready to do the work in the next week or so. We also had an agreement drafted for the payment of this work. The way it would work is that we would hire the County to pave the road and after we receive and pay the bill, we would invoice Wayne for the amount.

### **Recommendation**

My recommendation is to approve the Village to pave Park Ridge Lane for the Developer and charge the cost back to the developer by executing the attached agreement.

### **Fiscal Impact**

I feel that we are protected from incurring any costs by the attached agreement.