

City of Baudette
Work Session Agenda
Thursday, April 27, 2023 8:00 a.m. **Council Chambers**

- I. Call to Order
- II. Pledge of Allegiance
- III. Public Forum/Recognition of Visitors
 - 1. Bake of the Woods Bakery—Food Truck Fees
- IV. Staff Reports
 - 1. Finance
 - 2. Library
 - 3. Zoning
 - a. Old Nursing Home--Update
 - 4. Liquor
 - 5. Parks/Cemetery
 - a. Bike Upgrade
 - 6. Streets/Building/Utilities
 - a. Stop Sign Installation—4th Ave SE and 2nd Street NE
 - b. Flags on Main Street North and South
 - c. Parking on 1st Street SE
 - d. Power Pole Inspections and Resistance Testing
 - 7. Personnel
 - 8. Fire
 - 9. Airport
- V. NEW BUSINESS
 - 1. Vacancy on the HRA Board—J. Butenhoff
 - 2. MBC Update
 - 3. HRA Agreement for Engineering Services
- VI. OLD BUSINESS
 - 1. Contract for Criminal Attorney Prosecution
 - 2. Old Nursing Home Facility
- VII. NOTICES AND COMMUNICATIONS
 - 1. HRA Director Position—Update
- VIII. COUNCIL REPORTS
- IX. Adjourn

CITY OF BAUDETTE
***Budget YTD Rev-Exp©**

04/26/23 4:09 PM

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Current Period: April 2023

			2023	2023	April	2023	% of
			YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
ELECTRIC FUND							
	Revenues		\$2,617,349.00	\$688,888.69	\$158.00	\$1,928,460.31	26.32%
	Expenditures		\$2,654,719.00	\$690,422.35	\$166,652.19	\$1,964,296.65	26.01%
	Gain/(Loss)		(\$37,370.00)	(\$1,533.66)	(\$166,494.19)	(\$35,836.34)	4.10%
Revenue							
Active	R 604-49550-36102 Penalties and I		\$7,000.00	\$1,791.38	\$0.00	\$5,208.62	25.59%
Active	R 604-49550-36200 Miscellaneous		\$5,000.00	\$570.00	\$0.00	\$4,430.00	11.40%
Active	R 604-49550-36210 Interest Earnin		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 604-49550-37400 Electricity Sale		\$2,400,000.00	\$627,154.08	\$136.00	\$1,772,845.92	26.13%
Active	R 604-49550-37410 CIP Program		\$6,500.00	\$1,687.50	\$0.00	\$4,812.50	25.96%
Active	R 604-49550-37450 Reconnect Fee		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 604-49550-37460 Elec Facility C		\$198,849.00	\$57,685.73	\$22.00	\$141,163.27	29.01%
	Total Revenue		\$2,617,349.00	\$688,888.69	\$158.00	\$1,928,460.31	26.32%
Expenditure							
Active	E 604-49550-100 Wages and Salari		\$177,164.00	\$54,712.76	\$14,030.44	\$122,451.24	30.88%
Active	E 604-49550-121 PERA		\$13,287.00	\$3,414.83	\$619.60	\$9,872.17	25.70%
Active	E 604-49550-122 FICA		\$13,553.00	\$4,185.50	\$1,073.29	\$9,367.50	30.88%
Active	E 604-49550-128 Employer Paid A		\$0.00	\$145.28	\$23.01	(\$145.28)	0.00%
Active	E 604-49550-129 Employer Paid Di		\$2,500.00	\$666.32	\$0.00	\$1,833.68	26.65%
Active	E 604-49550-130 Employer Paid H		\$5,000.00	\$1,532.01	\$342.79	\$3,467.99	30.64%
Active	E 604-49550-131 Employer Paid H		\$25,000.00	\$5,591.35	\$995.32	\$19,408.65	22.37%
Active	E 604-49550-133 Employer Paid D		\$1,800.00	\$269.75	\$61.72	\$1,530.25	14.99%
Active	E 604-49550-134 Employer Paid Lif		\$200.00	\$55.86	\$0.00	\$144.14	27.93%
Active	E 604-49550-150 Worker s Comp		\$3,585.00	\$0.00	\$0.00	\$3,585.00	0.00%
Active	E 604-49550-210 Supplies/Gas/Oil		\$32,000.00	\$4,651.07	\$1,875.48	\$27,348.93	14.53%
Active	E 604-49550-220 Repair/Maintenan		\$68,000.00	\$9,414.13	\$0.00	\$58,585.87	13.84%
Active	E 604-49550-260 Energy Purchase		\$1,900,000.00	\$578,096.32	\$139,855.48	\$1,321,903.68	30.43%
Active	E 604-49550-300 Professional Srvs		\$23,000.00	\$0.00	\$0.00	\$23,000.00	0.00%
Active	E 604-49550-301 Safety Contract		\$7,500.00	\$3,790.75	\$2,087.50	\$3,709.25	50.54%
Active	E 604-49550-302 CIP Program		\$20,000.00	\$1,687.50	\$0.00	\$18,312.50	8.44%
Active	E 604-49550-309 Software Support/		\$1,200.00	\$0.00	\$0.00	\$1,200.00	0.00%
Active	E 604-49550-321 Telephone		\$2,200.00	\$495.43	\$71.57	\$1,704.57	22.52%
Active	E 604-49550-322 Postage		\$1,800.00	\$416.92	\$15.90	\$1,383.08	23.16%
Active	E 604-49550-331 Travel/Training		\$12,000.00	\$3,549.36	\$0.00	\$8,450.64	29.58%
Active	E 604-49550-340 Advertising		\$500.00	\$175.00	\$0.00	\$325.00	35.00%
Active	E 604-49550-345 Solid Waste Fee		\$130.00	\$130.00	\$130.00	\$0.00	100.00%
Active	E 604-49550-361 Property & Liabilit		\$5,500.00	\$0.00	\$0.00	\$5,500.00	0.00%
Active	E 604-49550-380 Utility Services		\$5,600.00	\$4,533.04	\$896.73	\$1,066.96	80.95%
Active	E 604-49550-433 License/Dues/Fe		\$14,000.00	\$4,481.17	\$670.84	\$9,518.83	32.01%
Active	E 604-49550-435 Uniform Allowanc		\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 604-49550-500 Capital Outlay		\$88,000.00	\$8,348.07	\$3,902.52	\$79,651.93	9.49%
Active	E 604-49550-610 Interest		\$200.00	\$79.93	\$0.00	\$120.07	39.97%
Active	E 604-49550-720 Operating Transf		\$230,000.00	\$0.00	\$0.00	\$230,000.00	0.00%
	Total Expenditure		(\$2,654,719.00)	(\$690,422.35)	(\$166,652.19)	(\$1,964,296.65)	26.01%
	Total ELECTRIC FUND		(\$37,370.00)	(\$1,533.66)	(\$166,494.19)	(\$35,836.34)	4.10%



PROPOSAL

April 14, 2023

Jennifer Knutson
City of Baudette
P.O. Box 548
Baudette, MN 56623

Thanks for your interest in the **On Bike Share** system. Below is the quotation you requested.

Everything You Need to Get Started

Our system includes everything you need to run your own bike share system – bicycles with smart locks, docking racks and the On Bike Share App and admin software. Plus, the bikes are custom branded with your logo.

How the System Works

With our system, you control who can access the bikes by accepting or declining members into your system. The system is fully automated, so once riders are approved, they can checkout bikes anytime using the App. When done riding, riders dock the bikes back onto the racks. Each time riders check out a bike, the system tracks their activity so you always know who has the bikes.

Bikes Are Free to Use

The On Bike Share software platform is designed specifically for bike share programs where the bikes are free to use - such as apartment communities, corporate campuses, colleges, and hotels; it does not collect bike rental fees through the App.

Experience You Can Trust

We have been selling bicycle fleets and bike share systems for nearly 20 years. The On Bike Share system is already used at nearly 600 locations across the country – with systems ranging from 5 bikes to over 200 bikes. We also back every system with a comprehensive warranty and free lifetime support.

Please contact me with questions at 401-475-8094. We look forward to the opportunity to work with you.

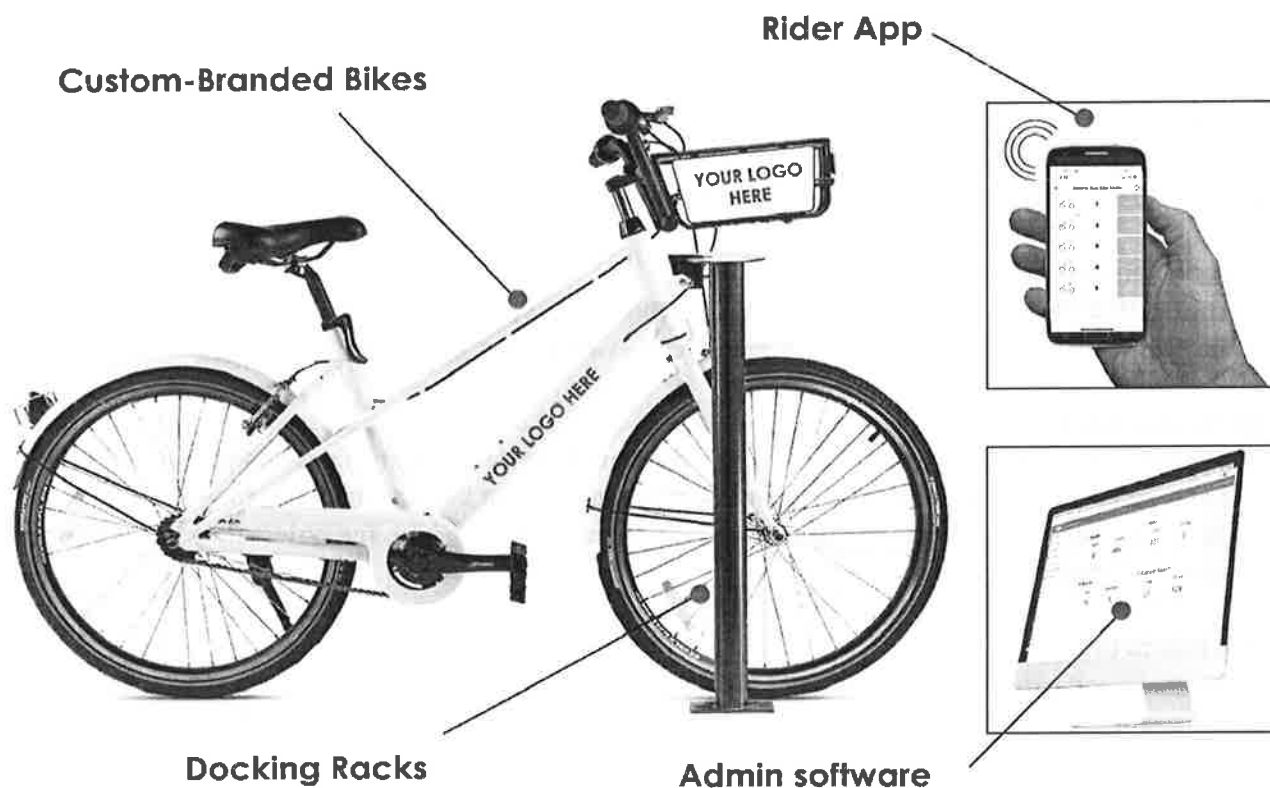
Patrick Perugini
President



PROPOSAL

Complete Bike Share System - Cross 1

Includes everything you need to run your own bike share program.



On Bike Share Systems Include:

- Cross single speed Bikes with Smart Locks
- Docking Racks
- Smartphone App
- Admin Software (cloud-based)
- Bike Maintenance (optional)

Standard Branding includes:

- Customer logo on frame
- Customer logo on basket

Premium Branding (shown) includes:

- Custom-Painted fenders-chainguard
- Standard branding components

Cross 1 - Single Speed





PROPOSAL

Start With The Best Bikes

Bikes are at the heart of our system. Which is why we designed our bikes with premium components and innovative features so they are easier to ride, more reliable, more versatile and last longer. Plus, with a relaxed upright riding position and comfy seats, our bikes will make your riders smile.



Custom Branding

With our system, the bicycles come branded with your logo. We put your logo on the sides of the frame, the baskets and the rack top. We even put your logo in the App. Want more color on the bikes? We can custom paint the fenders and chainguard to color match your logo.



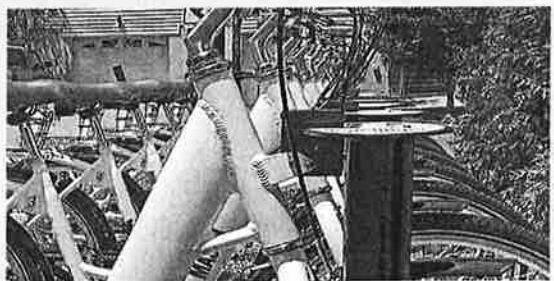
Smartphone App

When riders get to the racks, they press the button for available bikes. They simply pick the bike from the list that they want to ride, and the App unlocks the bike from the rack using the phone's Bluetooth. Riders can also use the app to see their ride history and report problems.



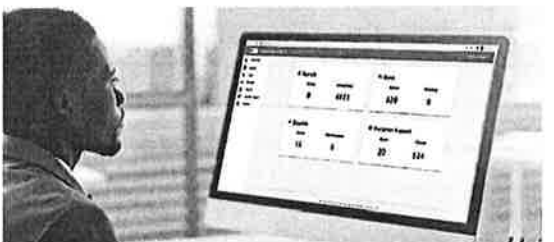
Smart Locks And Docking Racks

Our system uses weather-sealed electronic smart locks mounted to the front of the bike. This lock is used to 'dock' the bikes to the rack. This keeps the bikes secure, organized, and centrally located. Our smart locks use rechargeable, swappable batteries that last for months, so the bike racks don't require any power or internet—just a concrete pad to mount the racks.



Admin Software

When riders use the App to select and checkout a bike, rides are automatically recorded in the Admin software, so you always know who has the bikes. Plus, since only approved riders can checkout bikes, you control who can access the bikes. The Admin software also allows you to set hours of operation, set how many bikes a rider can use, and allows you to ban riders that abuse the system.





QUOTATION

On Bike Share System with Custom-Branded Cross 1 Bicycles

Quotation #: X1-41423			Quotation Date : 4/14/2023	
FOR: Jennifer Knutson City of Baudette P.O. Box 548 Baudette, MN 56623			FROM: Dynamic Bicycles, Inc. 461 Main St, Suite C200 Pawtucket, RI 02860	
Terms*	Ship Via	Sales Rep	F.O.B.	Project/Property
50% Dep/50% Net 30	Freight	Patrick	Origin	On Bike Share System
ON BIKE SHARE SYSTEM				Price USD\$
CUSTOM-BRANDED BICYCLES WITH SMART LOCKS				\$4,780
Qty 4 x Cross 1 Bicycles with Smart Locks				
Bicycles: Aluminum frame (Frame color: White), Single speed gearing, front/rear V-brakes, Black comfort seats, Black grips, front basket w/cup holder, full coverage fenders, chainguard, Kenda 26" x 1.75" puncture-resistant tires, twist bell, OnLock (secondary frame lock), kickstand				
Smart Locks: Bluetooth operated, Rechargeable 18650 Li Ion battery, weather resistant design				
Custom Branding Included				
◦ Bike frame branded with customer logo and fleet numbers				
◦ Basket Side Panels with customer logo				
BIKE DOCKING RACKS				
Qty 4 x Single Bike Docking Racks (1 bike per rack)				
◦ Powder coated steel, Black - MUST be mounted onto concrete (concrete anchors included)				
◦ Racks branded with customer logo and rider instructions				
ON BIKE SHARE SOFTWARE PLATFORM				
Rider App and Maintenance App (for Admins and mechanics)				
Admin Software for Amenity (free to use) systems				
◦ Access control, real-time monitoring and rider management				
◦ Includes cloud hosting, phone support, software updates, No recurring software license fees				
◦ Cannot use On Bike Share App to collect rental fees				
System Configuration - Setup and customization of Admin software				INCLUDED
On-Line Training - On-line training on Admin software and App				INCLUDED
Bicycle Upgrades and System Accessories			Qty	
Custom-Painted fenders/chainguard - color matched to logo (\$90/bike)				
OnLight - Safety lights, magnetically powered, front/rear set, installed (\$60/bike)				
Outdoor Tire Pump - Stainless, all-weather, with concrete mounting hardware (\$295)				
Station Beacons - Bluetooth beacons for tracking bike location by station (\$50/station)				
Phone Holder - Handlebar mounted phone holder (\$10/ea)				
ON-SITE BIKE MAINTENANANCE PLAN (OPTIONAL)				None
Shipping by Freight Carrier within the Continental USA, Bikes Shipped 95% Assembled				\$500
TOTAL SYSTEM COST				\$5,280
50% Deposit to Confirm Order				\$2,640
This is a one-time purchase. There are no recurring software license fees.				
*Payment Terms: 50% Deposit to Confirm Order; Balance Due Net 30 Days from Shipping. Quote valid for 30 days.				
Payment of deposit indicates acceptance of payment terms. ^See attached software license for details.				



Warranty. Bicycles, racks and electronic locks come with one-year warranty against manufacturing defects or workmanship, limited solely to the repair or replacement of original parts. Warranty claims must be made directly to Dynamic Bicycles. Dynamic reserves the right to request the return of parts claimed under warranty. Warranty does not cover vandalism, theft, damage from accidents, normal wear and tear, neglect, misuse, or failure due to improper assembly, installation, maintenance, or harsh environmental conditions. Expected life of bicycle, racks and electronic locks and batteries will vary by location, environmental conditions, frequency of maintenance, handling of riders, etc. Warranty of bicycle is void if modified or used in a manner or purpose other than its original design. Warranty does not include shipping costs.

1. License Use. Dynamic grants Customer a nonexclusive, non-transferrable license ("License") to access the On Bike Share software platform ("Software") including App and Administrative software for use with On Bike Share system ("System"). This License includes hosting of the Software, Administrative logins, free unlimited downloads of the On Bike Share App through the Apple Store (iOS) and Google Play Store (Android), as well as all updates and upgrades to the Software during License use.

Software Licenses are issued per Bluetooth Electronic Smart Lock ("Licensed Device"). This License is limited to use only with Licensed Devices included with the System, and cannot be used to control or access any other equipment or devices, and is limited to the life of the Licensed Device. Any new or replacement Licensed Devices purchased for use in the System are subject to License Device activation fees. You may not and you agree not to, or to enable others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works from the App, Software or connectivity between Software and Licensed Devices.

2. Fees Collected. The On Bike Share Software does not collect or charge rentals fees. The Software can only be used for programs that do not collect rental fees through the App. Customer has the ability to require a credit card as part of the user registration process, but will not have the ability to charge this card through the Software.

3. Covered Software Versions. App users are encouraged to keep up-to-date with App updates in order to ensure the best possible experience with the bike share system. Admin software is regularly updated. Any updates are automatically visible to Admins.

4. Excluded Services. Excluded from the coverage of this Software License are interruptions in service resulting from misuse or misconfiguration of the Software by Customer, or any accident or other cause external to the Software, including but not limited to problems related to internet interruption, Data Center interruption, Customer's network, information/security breach, or other similar causes.

Warranty and Software License

5. Termination. If Customer breaches any a material terms of this Software License and does not remedy the breach within twenty (20) days upon of written notification to Customer of such breach, Dynamic reserves the right to terminate Customer access to Software and the System.

6. Software Warranty. On Bike Share warrants that the Software will be maintained and supported in accordance with industry standards, and makes no other warranty, express or implied, with respect to the Software and license, including but not limited to any implied warranty of merchantability or fitness for a particular purpose or any other warranty of any kind for any services performed hereunder or any materials furnished hereunder.

7. Limitation of Liability. The cumulative liability of Dynamic to Customer for all claims arising under or related to this Software License, whether in contract, tort or otherwise, shall not exceed the original Software License fees paid to Dynamic with the original purchase in the amount of \$100 per Licensed Device. In no event will Dynamic be liable to Customer or their bike share program users for damages for loss of data, breach of customer or user information, or other indirect, special, incidental or consequential damages arising from use of the Software or bicycle, even if Dynamic has been advised of the possibility of such damages, or for any claims by any third party. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the effectiveness of other remedies.

8. Indemnification. Dynamic warrants that it has the right all necessary permissions to license the Software, and the use of the Software by Customer in accordance with the terms of this Agreement shall not infringe the copyright of any third party. Dynamic shall indemnify and hold Customer harmless from any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Software by the Customer in accordance with the terms of this Agreement. This indemnity shall survive the termination of this Agreement.

9. Dispute Resolution. Customer agrees to arbitrate – rather than litigate in court – any and all claims, disputes, or controversies between Customer and Dynamic, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Dynamic, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory ("Dispute") that arise out of or in any way relate to Customer's use of On Bike Share System or Software, or any of the Services or products provided to Customer. All such dispute resolutions shall be subject to the laws of the state of Rhode Island, and jurisdiction shall be in Providence County, Rhode Island.

Bicycle Maintenance

The Simple and Cost-Effective Way to Maintain Your Bike Fleet

Regular bike maintenance helps ensure the safety of your riders, improve the bike's performance, and prolong the life of the bicycle. Dynamic Bicycles has made this easy for you by partnering with select companies to offer you with access to a nationwide network of mobile bike mechanics. We have also pre-negotiated preferred rates so you get the most competitive rates in the industry.

On-Site Bike Maintenance Plan
9-Month Service Plan Includes on-site assembly of bicycles plus eight (8) on-site monthly visits consisting of safety inspections and bike tune-ups. Includes all labor. On-site services provided March-November. Intended for clients in areas where bikes are stored December-February.
12-Month Service Plan Includes on-site assembly of bicycles plus eleven (11) on-site monthly visits consisting of safety inspections and bike tune-ups. On-site services provided year-round.

Below are the services included on each visit. Maintenance plans include all labor; parts are not included.

	Safety Inspection	Tune-Up
Inspect brake pad condition, adjust brakes	✓	✓
Inspect tire pressure, tread wear, inflate tires	✓	✓
Check/tighten axle nuts	✓	✓
Inspect cables	✓	✓
Check and tighten bolts for headset and handlebars	✓	✓
Inspect/adjust gearing	✓	✓
Inspect frame and fork	✓	✓
True wheels		✓
Lubricate bottom bracket and axles as needed		✓
Inspect and lubricate headset bearings		✓
Clean and lubricate chain		✓



About the Mechanics

Our partners offer a nationwide network of mobile bike mechanics that are pre-qualified and insured. A Certificate of Insurance (COI) can be provided upon request. If your organization needs to be added as an additionally insured, additional charges may apply.



FREEBERG & GRUND

CONSULTING ENGINEERS

321 Beltrami Ave NW, Ste A • Bemidji, MN 56601
218-759-9218

THIS AGREEMENT made this 24th day of March, 2023 between Baudette HRA, City of Baudette and Freeberg & Grund, hereinafter referred to as FG.

Scope of Work: Reconstruction of the existing water, sewer and street infrastructure for the Westwood Housing Project and additional work as required relating to HRA housing.

Cost sharing will be agreed to before the work commences. FG will invoice the entities separately for said work. The City of Baudette and Baudette HRA agree such invoices will be paid separately to FG.

CONDITIONS ACCEPTED BY

CITY OF BAUDETTE

SIGN: _____

BY: _____

DATE: _____

BAUDETTE HRA

SIGN: Kristi Husbagen

BY: _____

DATE: 4/12/23

FREEBERG & GRUND

Brian V. Grund

BY: Brian V. Grund

DATE: March 24, 2023

Agreement between the City of Baudette and Baudette HRA for Engineering Services

Whereas the City of Baudette and the Baudette Housing and Redevelopment Authority are partnering for the reconstruction of the existing water, sewer and street infrastructure and other site improvements and

Whereas it is mutually beneficial to utilize the City's consulting engineer, Freeberg and Grund.

The City of Baudette and the Baudette HRA hereby agree to utilize Freeberg and Grund for the engineering of the proposed project in accordance with the attached agreement.

Any cost sharing will be agreed to before the work commences. Billing will be invoiced and paid separately by each party.

City of Baudette

Date

Kristi Hasbager

Baudette HRA

4/12/23

Date

TERMS AND CONDITIONS

Freeberg & Grund, (F&G) shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, F&G will have access to the site for activities necessary for the performance of the services. FG will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and FG shall be submitted to non-binding mediation. Client and FG agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for FG's services shall be submitted, at F&G's option, either upon completion of such services or on a monthly basis. Invoices shall be payable upon receipt of the invoice. If the invoice is not paid within 30 days, F&G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless FG, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of FG.

Certifications:

Guarantees and Warranties: F&G shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence FG cannot ascertain.

Initial Here: BVG (FG) _____ (City of Baudette) KH Baudette HRA

Termination of Services:

This agreement may be terminated by the Client or FG should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay FG for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Clientship of Documents:

All documents produced by FG under this agreement shall remain the property of FG and may not be used by the Client for any other endeavor without the written consent of FG.

CAUTION: THE CLAUSES WHICH APPEAR ON THIS FORM ARE EXAMPLES ONLY AND DO NOT CONSIDER VARIATIONS IN LAW AMONG THE FIFTY STATES. THEY SHOULD BE APPLIED ONLY WITH THE ADVICE OF LEGAL COUNCIL.

THIS IS AN INDEFINITE DELIVERY CONTRACT WITH NO WORK IDENTIFIED. WORK ORDERS WILL BE AGREED TO AND SIGNED BY BOTH PARTIES AS NEEDED.