



CITY COUNCIL WORKSHOP AGENDA
November 6, 2024, 4:00 p.m.

*This is an in-person meeting at Saugatuck City Hall, 102 Butler St, Saugatuck, MI 49453.
The meeting will also be available live, virtually on Zoom.*

- 1. Call to Order**
- 2. Roll Call**
- 3. Agenda Changes** *(Additions/Deletions)*
- 4. Guest Speaker**
- 5. Public Comment on Agenda Items Only** *(Limit 3 minutes)*
- 6. Discussion Items:**
 - A. Oval Beach Report** *Pg.2*
 - B. Willow Tree at Cook Park** *Pg.5*
 - C. Updated Waste and Recycling Collection and Disposal Agreement with Republic Services** *Pg.8*
- 7. Public Comments** *(Limit 3 minutes)*
- 8. Correspondence**
- 9. Council Comments**
- 10. Adjourn**

NOTICE:
Join online by visiting:
<https://us02web.zoom.us/j/2698572603>

Join by phone by dialing:
**(312) 626-6799 -or-
(646) 518-9805**

Then enter "Meeting ID":
2698572603

Please send questions or comments regarding meeting agenda items prior to meeting to:
rcummins@saugatuckcity.com

Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact Saugatuck City Clerk at 269-857-2603 or jwolters@saugatuckcity.com for further information.



City Council Agenda Item Report

FROM: Nicole Bredeweg

MEETING DATE: October 28, 2024

SUBJECT: Oval Beach

DESCRIPTION:

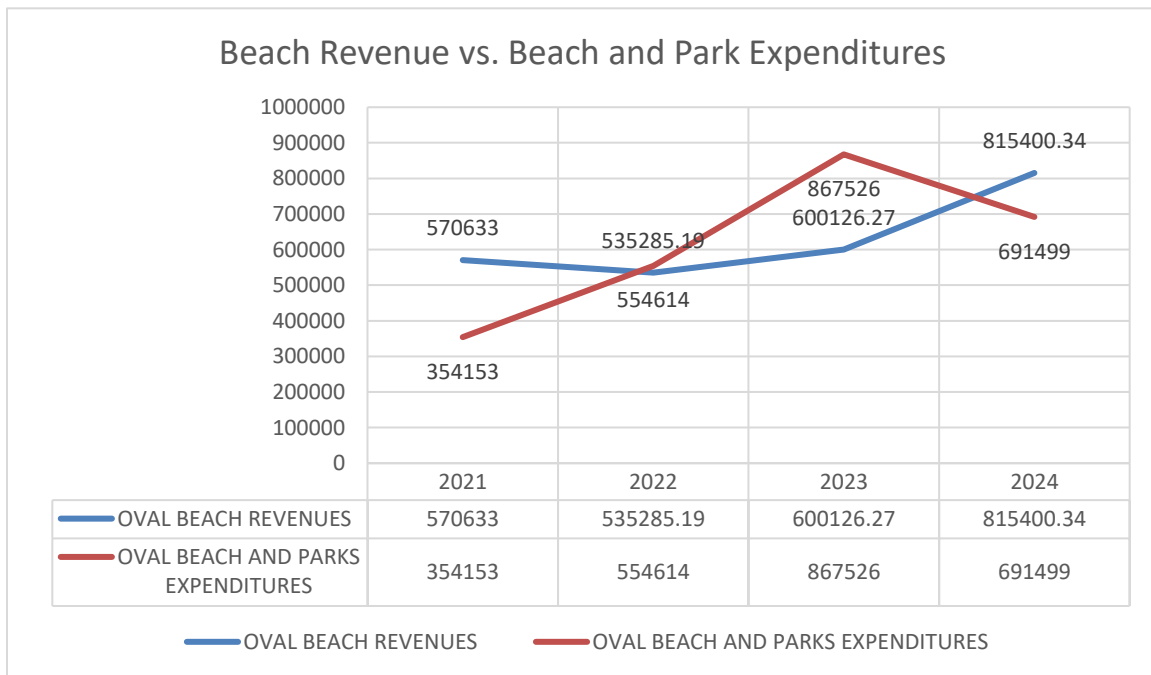
Attached are reports on daily & season (property owners & non residents) passes along with financial costs for Oval Beach & City Parks over the last four calendar years.

**Oval Beach /
Saugatuck Harbor
Natural Area**



**2024 Season
Financial Report**

2021 Season	2022 Season	2023 Season	2024 Season
Sales	Sales	Sales	Sales
47,476 daily passes	43,338 daily passes	49,118 daily passes	43,731 daily passes
1,929 season passes (non-resident)	1,939 season passes (non-resident)	1,930 season passes (non-resident)	2,014 season passes (non-resident)
388 season passes (resident)	400 season passes (resident)	375 season passes (resident)	419 season passes (resident)



Park expenses include: 4 restroom facilities, Wicks Park, Willow Park, Coghlin Park, Peterson Preserve Park and Mt. Baldhead Park. The increased expenditures are due in large part to the Playground/Village Square Project, the start of the Starlink installation, and some equipment upgrade at the Beach.

10/28/2024

REVENUE AND EXPENDITURE REPORT FOR CITY OF SAUGATUCK
 Calendar Year

GL NUMBER	DESCRIPTION	2021	2022	2023	2024
Fund 101 - GENERAL FUND					
Dept 751 - PARKS & RECREATION					
101-751-702.000	SALARY/WAGES	64,710.00	77,552.00	89,019.00	81,530.00
101-751-720.000	FRINGE BENEFITS	28,808.00	35,328.00	43,597.00	33,274.00
101-751-730.000	SUPPLIES	15,560.00	27,350.00	36,747.00	26,066.00
101-751-801.000	CONTRACTAUL SERVICES	8,562.00	10,219.00	39,536.00	26,039.00
101-751-819.000	CHAIN FERRY REPAIRS	419.00	0.00	1,107.00	0.00
101-751-900.000	PRINTING & PUBLISHING	0.00	187.00	263.00	0.00
101-751-913.000	INSURANCE	2,400.00	2,500.00	2,575.00	0.00
101-751-920.000	UTILITIES	25,333.00	25,262.00	29,715.00	25,449.00
101-751-928.000	TRASH	6,752.00	12,455.00	16,367.00	20,382.00
101-751-930.000	REPAIRS & MAINTENANCE	7,963.00	32,723.00	26,665.00	12,179.00
101-751-946.000	EQUIPMENT RENTAL	42,931.00	43,822.00	48,298.00	55,464.00
101-751-960.000	SIGNS	556.00	0.00	360.00	90.00
101-751-970.000	CAPITAL OUTLAY	3,750.00	44,550.00	265,958.00	106,853.00
Net - Dept 751 - PARKS & RECREATION		(207,744.00)	(311,948.00)	(600,207.00)	(387,326.00)
Dept 756 - OVAL BEACH					
101-756-702.000	SALARY/WAGES	79,632.00	113,249.00	134,137.00	145,037.00
101-756-720.000	FRINGE BENEFITS	18,219.00	46,154.00	28,691.00	26,427.00
101-756-730.000	SUPPLIES	8,182.00	16,259.00	9,716.00	22,842.00
101-756-801.000	CONTRACTUAL SERVICES	9,273.00	12,473.00	18,203.00	20,583.00
101-756-850.000	TELEPHONE	1,931.00	2,217.00	2,238.00	2,353.00
101-756-860.000	EDUCATIONAL TRAINING	492.00	1,000.00	1,150.00	1,924.00
101-756-900.000	PRINTING & PUBLISHING	1,554.00	1,782.00	1,757.00	1,975.00
101-756-913.000	INSURANCE	3,800.00	4,000.00	2,798.00	0.00
101-756-920.000	UTILITIES	4,775.00	9,246.00	13,219.00	5,227.00
101-756-930.000	REPAIRS & MAINTENANCE	5,529.00	8,329.00	5,685.00	5,809.00
101-756-946.000	EQUIPMENT RENTAL	12,668.00	25,845.00	28,468.00	41,039.00
101-756-960.000	SIGNS	354.00	2,112.00	0.00	118.00
101-756-970.000	CAPITAL OUTLAY	0.00	0.00	21,257.00	30,839.00
Net - Dept 756 - OVAL BEACH		(146,409.00)	(242,666.00)	(267,319.00)	(304,173.00)
Fund 101 - GENERAL FUND:					
TOTAL OVAL BEACH REVENUES		570,633.00	535,285.19	600,126.27	815,400.34
TOTAL OVAL BEACH AND PARKS EXPENDITURES		(354,153.00)	(554,614.00)	(867,526.00)	(691,499.00)
NET OF REVENUES & EXPENDITURES		216,480.00	(19,328.81)	(267,399.73)	123,901.34



City Council Agenda Item Report

FROM: Scott Herbert – Public Works Superintendent

MEETING DATE: Workshop – November 6th, 2024

SUBJECT: Willow Tree at Cook Park

DESCRIPTION:

On Friday November 1st, a large section of the iconic Willow tree located at Cook Park failed after several days of strong winds. That failure caused damage to The Butler Deck and revealed a hidden pocket of decay within the base of the tree. The Department of Public Works quickly responded by cleaning up the resulting debris and requested the assistance of the City’s arborist, Ed Dowd, to perform an evaluation of the tree which consisted of an on-site evaluation along with a written report. The following points summarize the findings of Public Works and the arborist:

- Staff heard unsettling creaking noises and cracking while working on the tree.
- The break revealed an internal cavity of decay within the base.
- Carpenter ants have been consuming the decaying wood.
- Most of the remaining weight is located above the defect.
- The consequences could be devastating if another failure occurred, especially during the summer.

The arborist is recommending that the tree be removed due to safety concerns.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Discussion Only



E. DOWD'S CRANE SERVICE LLC* SPECIALIZING IN TREE CARE

MI 3750A CCO ID:444209828

Customer: City of Saugatuck PO
Box86
102 Butler St.
Saugatuck, MI. 49453
Email:
scott@saugatuckcity.com
Phone: (616)-886-8408

E. Dowd's Crane Service LLC.
3110 20 Mile Road NE
Cedar Springs, MI 49319

Phone: 616-263-9055

Website: www.dowdcrane.com

Email: eddowdcraneservice@yahoo.com

Tree Risk Assessment for a Storm-Damaged Black Willow in Cook Park

A significant portion of the tree failed and collapsed onto the Butler restaurant's patio-building, causing damage. This break revealed a substantial internal cavity and decay, compromising the structural integrity of the remaining tree. The tree now presents a serious risk to public safety due to the high likelihood of affecting various targeted structures and pedestrian pathways.

Arborist's Recommendation:

The assessment identified a major flaw in the tree's main stem, which has weakened its structural support. The safest and most prudent course of action is to remove the tree. This is preferable to the alternative of retaining the tree and reducing the upper crown by 50% to lessen the end weight and stress on the compromised stem area. Over time, the tree's declining health and vigor would lead to its eventual death. For the sake of public safety and the aesthetic presence of the landscape, tree removal is advised.



ESTIMATE

E.DOWD'S CRANE SERVICE LLC
3110 20 Mile Road NE
Cedar Springs, MI 49319

eddowdcraneservice@yahoo.com
+1 (616) 263-9055
www.dowdcrane.com



Bill to

City of Saugatuck
102 Butler Street
Saugatuck, MI 49453

Estimate details

Estimate no.: ES11022024
Estimate date: 11/02/2024

Site Address: Cook Park
City and Zip Code: Saugatuck 49453
Sales Representative: Edward Dowd

#	Date	Product or service	Description	Qty	Rate	Amount
1.		proposed crane assistance with tree care	Removal of Black Willow utilizing a crane with operator and 2 Arborist. Cut tree flush to ground. City is responsible for removal of wood and debris.	1	\$1,845.00	\$1,845.00
					Total	\$1,845.00

Accepted date

Accepted by



City Council Agenda Item Report

FROM: Ryan Cummins

MEETING DATE: November 12, 2024

SUBJECT: Updated Waste and Recycling Collection and Disposal Agreement with Republic Services

DESCRIPTION:

In 2008, the City amended its Garbage and Rubbish Ordinance to provide for a designated contractor to perform certain waste services:

§ 50.08 CONTRACTS.

(A) *Grant of exclusive contract.* The city shall by resolution grant an exclusive, revocable contract to a designated collector, giving it the right, power and authority to collect domestic solid waste, recyclable materials, bulk refuse and yard waste as described herein within the city. The designated collector shall receive no compensation from the city but shall be permitted to enter into private contracts for the collection of solid domestic waste and other services authorized herein.

(B) *Renewal of contract.* Any agreement the city enters into with the designated collector, or renewal extension or amendment thereto, is subject to revocation at the will of the City Council.

The City Council initially selected Chef Container as the contractor. Chef Container later merged with Republic Services. Republic Services has been providing waste management services since.

The current five-year service agreement with Republic Services is set to expire December 31. In June, City Council discussed whether to seek competitive bids or negotiate another extension. Council requested a survey from residents to evaluate whether residents were satisfied with the current services.

Trash Services Survey Results

- The City received 159 responses to the trash and recycling services survey.
- 70% of respondents expressed that they are very satisfied or satisfied with the current trash collection services. 12% were neutral and 18% were dissatisfied.
- Full results are attached.

Summary of the Proposed Agreement

During workshop meetings on September 4 and 18, City Council reviewed rate proposals from Republic Services to extend existing trash and recycling services for residential customers. On September 18, Council also reviewed a proposed agreement. City Council requested that staff work with Republic to lessen the number of years of the extended agreement and have rate increases match the consumer price index (CPI). Based on Council feedback and requested changes from staff and legal, the attached agreement has been proposed:

- A four-year extension.
- Increase recycling pickup to every other week.
 - This was the most requested item in the trash and recycling survey that was conducted over the summer. It was also a Council priority for the year.
- Trash pickup will remain weekly.
- Collection day will remain Monday, and no earlier than 7a, unless otherwise approved by the City Manager.
- Year 1 rate of \$20.50 per month for 96-gallon cart service.
 - This is an increase of \$4.53 per month
 - This rate covers both recycling and trash.
 - While there is an increase, the recycling pickup per month will double.
 - Annual rate increases tied to the CPI for Water, Sewer, Trash, but no less than 4.5%.
 - Republic no longer offers 32-gallon carts. While they are willing to continue servicing the smaller carts, they are unwilling to offer a reduced price.
- Rear yard service will increase to \$20/month from \$15/month.
 - This is a service where Republic will bring some trash carts to the truck and back.
- Republic will continue to offer yard waste pickup and bulk pickup.
- Republic will continue to be responsible for billing.
- The City Manager can request reports of missed pickups and other complaints related to service.

LEGAL REVIEW:

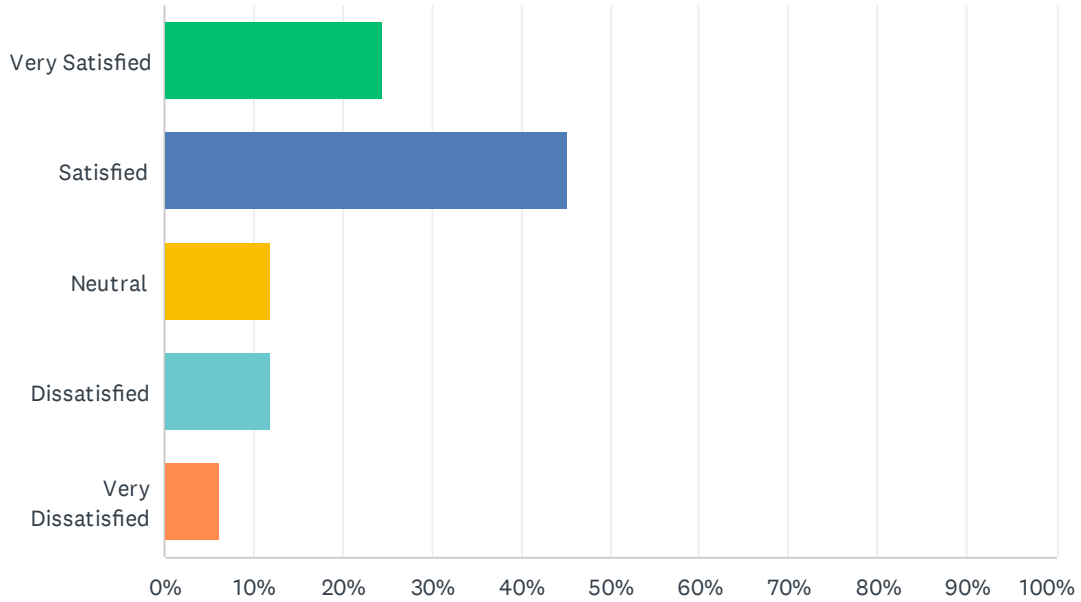
Legal has reviewed the agreement and has no further revisions.

SAMPLE MOTION:

Motion to approve the contract with Allied Waste Services Inc., DBA Republic Services of Jenison, for waste collection and disposal.

Q1 Overall Satisfaction: How satisfied are you with the current trash collection services?

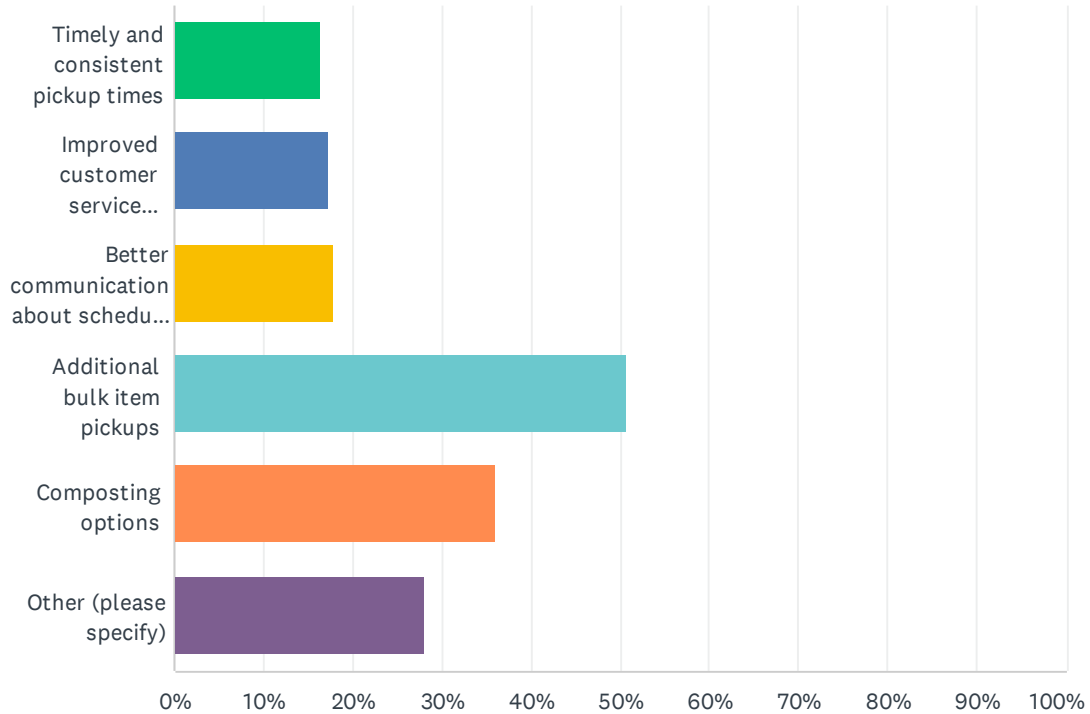
Answered: 159 Skipped: 0



ANSWER CHOICES	RESPONSES
Very Satisfied	24.53%
Satisfied	45.28%
Neutral	11.95%
Dissatisfied	11.95%
Very Dissatisfied	6.29%
TOTAL	

Q2 Service Improvement: What improvements would you like to see in our trash collection services? (Select all that apply)

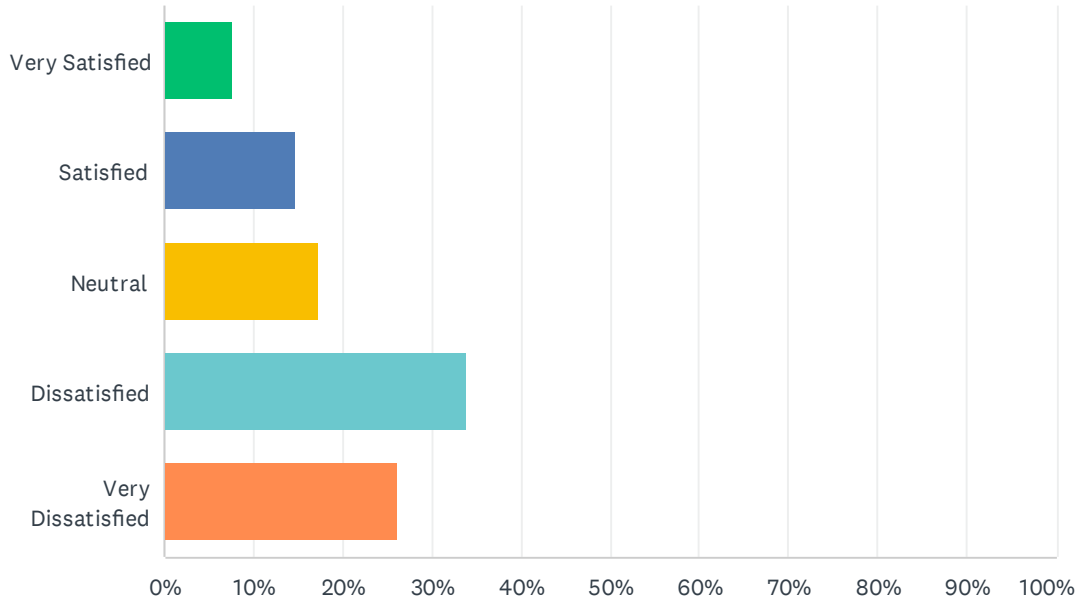
Answered: 128 Skipped: 31



ANSWER CHOICES	RESPONSES
Timely and consistent pickup times	16.41%
Improved customer service assistance	17.19%
Better communication about schedules and changes	17.97%
Additional bulk item pickups	50.78%
Composting options	35.94%
Other (please specify)	28.13%
Total Respondents: 128	

Q3 Recycling Services: How satisfied are you with the current recycling pickup frequency?

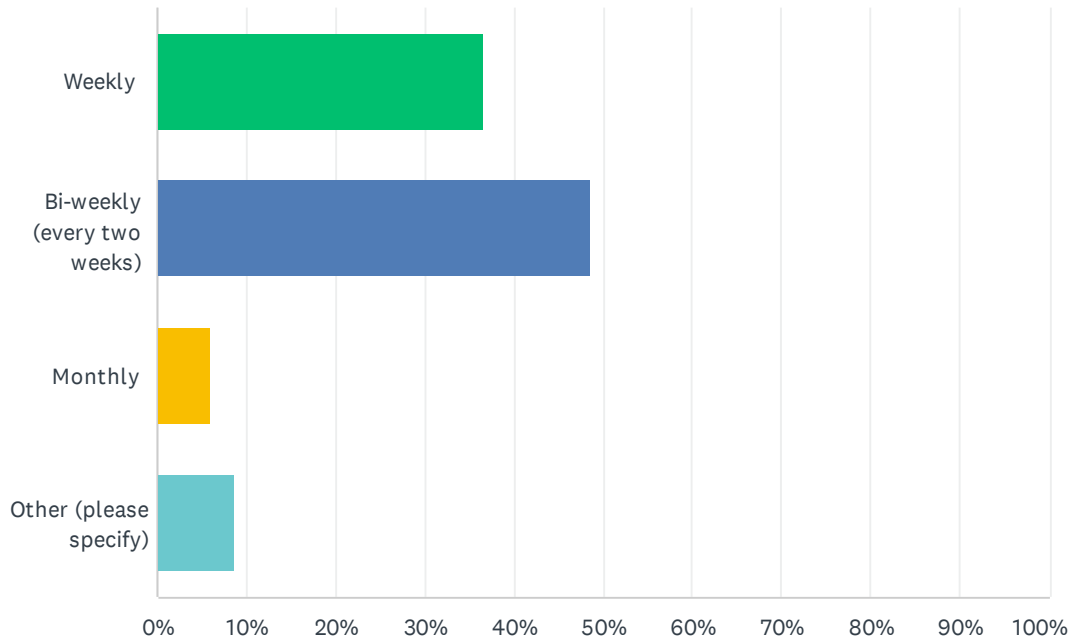
Answered: 156 Skipped: 3



ANSWER CHOICES	RESPONSES
Very Satisfied	7.69%
Satisfied	14.74%
Neutral	17.31%
Dissatisfied	33.97%
Very Dissatisfied	26.28%
TOTAL	

Q4 Recycling Frequency Preferences: How often would you prefer recycling to be picked up?

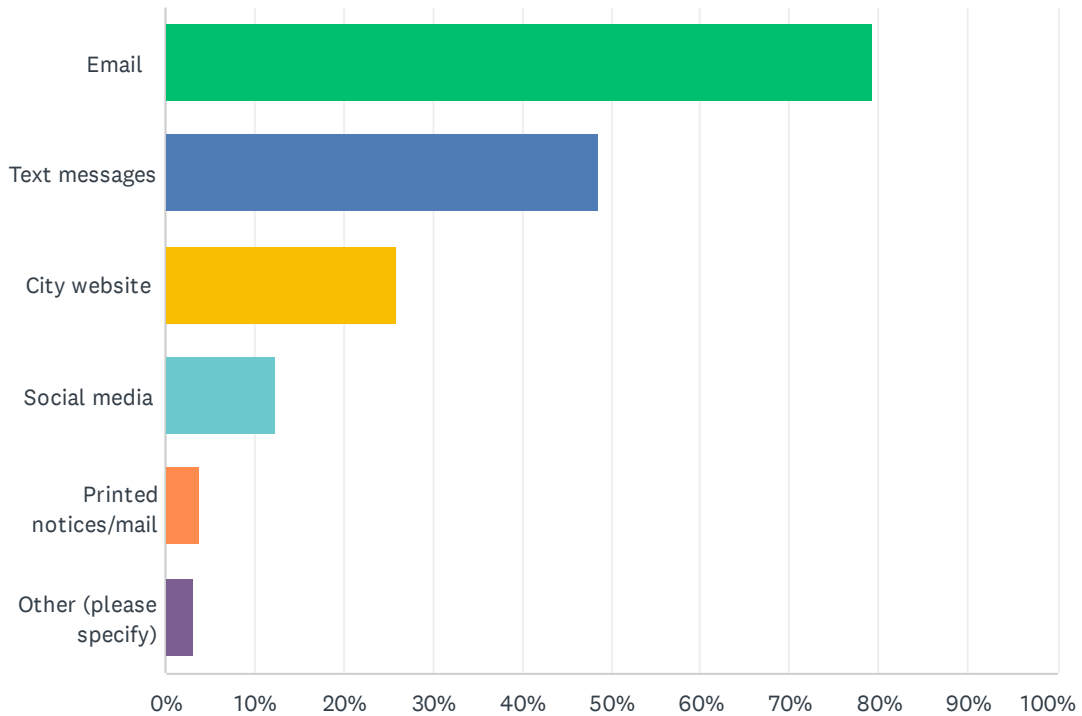
Answered: 150 Skipped: 9



ANSWER CHOICES	RESPONSES
Weekly	36.67%
Bi-weekly (every two weeks)	48.67%
Monthly	6.00%
Other (please specify)	8.67%
TOTAL	

Q5 Communication and Information: How do you prefer to receive update and information about trash and recycling services? (Select all that apply)

Answered: 154 Skipped: 5



ANSWER CHOICES	RESPONSES
Email	79.22%
Text messages	48.70%
City website	25.97%
Social media	12.34%
Printed notices/mail	3.90%
Other (please specify)	3.25%
Total Respondents: 154	

Q6 Additional Comments:

Answered: 44 Skipped: 115

#	RESPONSES	DATE
1	PLEASE increase the recycling pickup to weekly or at least bi-weekly. We personally are happy to pay more for this service and many other residents we speak to feel the same.	6/23/2024 4:03 PM
2	I'd like to see quarterly pickup of other discarded larger items which is now done once a year by the city in May	6/22/2024 8:42 AM
3	Chef was so much more responsive to our needs as a small resort town. New Republic is way too rigid and refuses to take any responsibility when their drivers miss stops or leave trash all over. The monthly recycling is laughable for a Great Lakes state. We should be recycling more than trashing, but often I find myself trashing recycling because my bin has been full for 3 weeks. Find a smaller hauler that can focus resources on making Saugatuck part of their business. There are tons of small haulers. Don't lock us in with another large scale conglomerate that just wants to raise prices for substandard service.	6/20/2024 8:55 PM
4	Need updates about what can & cannot be recycled.	6/20/2024 9:14 AM
5	It is absolutely Ridiculous that we have recycling pick up once a month... Most of our disposal is 2/3 recyclable and we are trying to do the right thing	6/18/2024 9:24 PM
6	Republic has the absolute worst customer service of any vendor second to Comcast. Please find another vendor and send Republic down the road.	6/18/2024 9:05 PM
7	I wish there was an option for less frequent trash pick up. Most times, twice a month would be adequate for us.	6/18/2024 7:53 PM
8	Cost saving ideas!	6/18/2024 7:15 PM
9	As a long-time homeowner near the downtown business district, and on behalf of people who reside in upstairs apartments in the downtown business district, the noise of garbage trucks servicing downtown businesses - some mornings as early as 4:30 AM - denies homeowners and renters quiet enjoyment of their properties. Could meeting the trash collection needs of downtown businesses not be accomplished between 6:00 and 7:00 AM while also not inconveniencing their commercial needs? Please feel free to contact me. Thank you, Steve Waugh, 346 Griffith Street. 616-291-8000	6/18/2024 6:08 PM
10	Stop the 1 hauler policy	6/18/2024 5:58 PM
11	When the current contract was entered into with only once every 4 weeks recycling, Kirk Harrier assured me that it was an easy adjustment to change the frequency. We must go to at least every 2 weeks. I am literally climbing into my bin to squish it all down once a month so it can get picked up. Surely not a huge additional cost? Or, go back to yellow bags in the weekly trash pick up but I understand the garbage company was not in favor of that.	6/18/2024 4:58 PM
12	Recycling is a joke when your bin is full at two weeks or less	6/18/2024 4:13 PM
13	I would not want to pay more for this additional service. But if recycling can become efficient enough to allow every 2 weeks instead of monthly that would be great	6/18/2024 3:16 PM
14	Republic Services is so difficult to deal with. They charge ridiculous amounts for container delivery/pick up and overages. If our dumpster lid isn't flush close, it is an additional \$85 per pick up. That is MORE than service for a month. Once a month recycling is also out of step in our community. We need weekly pick up!	6/18/2024 3:13 PM
15	We have monthly recycling and have to call every month after Republic missed our pickup. If we don't call, they won't come. They seem to have made a decision to purposely skip our	6/18/2024 3:04 PM

City Trash Collection and Recycling Services Survey

street (Vine) since there are so few addresses. Also, in this day and age, everyone should be required to recycle. Some on our block have turned back their recycling bin years ago.

16	Both garbage & recycling seem to be going well!	6/18/2024 2:51 PM
17	I would like the recycling pick up to be the same as garbage. I would like them to be able to get it from the driveway and return the bin to the driveway.	6/18/2024 2:47 PM
18	Picking up recycling monthly is absolutely ridiculous. Not everyone in town is a visitor/short term resident. PLEASE add additional pickups for recycling.	6/18/2024 2:24 PM
19	Debris should be picked up from streets every other day at least	6/18/2024 2:16 PM
20	Please move to weekly recycling.	6/18/2024 2:15 PM
21	Everyone, but especially STR's should be required to have recycling service. The STR next to me does not.	6/18/2024 2:10 PM
22	I feel that Republic does a great job. Whenever there has been a problem they fix it immediately. I simply run out of space in the recycling container each month. Then I throw the recycling in the trash...	6/18/2024 1:10 PM
23	A cardboard recycling drop off would be great - I often have to throw it in the trash because I'm out of room in the recycling bin	6/18/2024 1:03 PM
24	Residential customers are at your mercy. We are charged too much. Please give us a choice to pick our own company. The city is doing us a disservice by allowing one company to charge too much for pickup. Bob Cline 269.217.2549 1007 Holland St	6/18/2024 12:50 PM
25	called twice last year because they forgot me all together.	6/18/2024 12:46 PM
26	Thanks for asking!!	6/18/2024 12:45 PM
27	Recycling should be no charge We already pay a large fee	6/18/2024 12:22 PM
28	Please we need competition. The trash companies run their truck daily up and down the streets. Please change your ordinance to allow 2 trash companies. Thank you	6/18/2024 12:13 PM
29	About compost, I lived in a suburb of Detroit before here where the consolidated service that picked up our leaves/branches then composted them (along with cut grass from the city parks) and THEN made that available to the community for free. I know that would cut into the private services that provide this, but why not?	6/18/2024 12:13 PM
30	Should have a city recycling center.	6/18/2024 12:07 PM
31	The company is fine and the pricing seems ok. The mixed use of old cans (black) and new cans (blue with different lids) is super confusing. And monthly recycling is way too infrequent and makes it impossible to use.	6/18/2024 11:57 AM
32	Allow residents to select service provider as is done in other communities. You're creating a monopoly by forcing the use of Republic.	6/18/2024 11:54 AM
33	Thanks for asking	6/18/2024 11:51 AM
34	Fuel charge is very high even though they make numerous stops in Saugatuck. It is a way to capture additional moneys not included in the residential contact.	6/18/2024 11:46 AM
35	Republic's customer service is pretty bad, at least when I've had to contact them. Recycling pick up once per month is inadequate.	6/18/2024 11:39 AM
36	There is the option to have the trash can returned next to the house, but not the recycling bin. As part time residents this is inconvenient as we are not always there to take the recycling bin back from the street.	6/18/2024 11:38 AM
37	Recycling really needs to be improved. Every other place I've lived in the last 20 years has had weekly pick up. Given the nature of our community I get why it might be less frequent, but only once a month is problematic	6/18/2024 11:30 AM
38	Keep up the good work. Our driver is always friendly and accommodating.	6/18/2024 11:27 AM

City Trash Collection and Recycling Services Survey

39	Thanks for asking!	6/18/2024 11:18 AM
40	In a resort town with vacation rentals Recycling must be picked up at the same time as the trash every week. If it is not then the guest will put trash into the recycle bin if the trash gets too full.	6/18/2024 11:17 AM
41	Recycling weekly	6/18/2024 11:16 AM
42	The recycling service is not reliable. We have to call several times a year because they have missed us. Each time we call they respond promptly.	6/18/2024 11:13 AM
43	We are only in Saugatuck about 3 days/week--and it's sometimes difficult to remember the one recycling week. We typically generate more recycling than trash, so I would love to see a weekly (or at least bi-weekly) service. That seems to promote the right practices. Also, it would be nice if you could stack a few extra broken down boxes to the side and have them p/u for recycling, too. We end up bringing bigger things to be recycled back to Chicago with us, which is a bit of a pain.	6/18/2024 11:11 AM
44	Service is very inconsistent and drivers will not pick up anything extra or not in the tote. Very poor service.	6/18/2024 11:11 AM

CONTRACT FOR WASTE COLLECTION AND DISPOSAL

THIS CONTRACT is made effective November 11, 2024, by and between the **City of the Saugatuck, MI**, a Michigan Municipal Corporation, of 102 Butler St., Saugatuck, Michigan 49453 (hereinafter "City"), and **Allied Waste Services Inc.**, DBA Republic Services of Jenison, of 2471 Wilshere Dr, Jenison, Michigan, 49428 (hereinafter "Contractor") (together, the "Parties").

CONTRACT

ARTICLE I REFUSE COLLECTION

A. Residential Refuse and Recyclables Collection

1. Contractor is hereby granted the exclusive right, and hereby accepts the obligation, to collect and dispose of all Refuse and Recyclables, from each residence located within the City, with the exceptions hereinafter set forth (hereinafter, collectively, "Customers"). It is understood that City cannot mandate that any residence utilize Refuse collection services as provided for herein. During the term hereof, City shall not authorize any other person or entity to perform the services to be performed by Contractor hereunder and shall take such action as may reasonably be required to prohibit any other person or entity from providing such services during the term hereof. Contractor shall collect all Refuse from all Customers no less often than once per week and Recyclables from all Customers no less often than once every two weeks, the specific days and routes to be as City and Contractor may agree. See Bulk items list for approved items and volume.

2. Obligations of each residential Customer is to place all refuse in Refuse Carts and Recyclables in Recyclables Carts, and the timing of placement of all carts at the curbside for pickup by Contractor. Specific service is refuse cart content only and recyclables cart content only. Extra carts can be rented by resident as outlined in Rate Sheet Addendum A.

3. Yard waste will be provided upon request from any resident that has trash and recycle service. Yard waste service is provided one time per week from April 1 thru the month of November. Storm damage pickup is not part of this service.

1. DEFINITIONS:

A. Applicable Law. Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

B. Excluded Waste. Excluded Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste. Hazardous Waste cannot be placed into the weekly curbside solid waste or recycle bins.

C. Hazardous Waste. Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

D. Recyclable Material. Recyclable Material consists of any material or substance that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.

E. Solid Waste. Solid Waste is any nonhazardous solid waste generated at Customer Locations that is not excluded by the provisions of this Contract. Solid Waste shall not include any Excluded Waste.

F. Waste Material. Waste Material is all Solid Waste and, if designated in this Contract, Recyclable Material that are not excluded by this Contract. Waste Material does not include any Excluded Waste.

G. Yard Waste. Grass, leaves, flowers, stalks, pine needle and small tree clippings (less than 2 feet in length and 2 inches in diameter). Storm damage is not part of this service.

H. Bulk Items. Stoves, refrigerators (with all CFC and other refrigerants removed and tagged by licensed professional), water tanks, furniture and other household items can be scheduled for pickup by resident by calling into Republic Service, scheduling and paying for pickup a minimum of 3 days ahead of scheduled trash day.

I. Rear Yard Pickup. Consists of Contractors employee picking cart up at designated area and returning to designated area using the following guidelines: Container must be in an open area, and in view from the road. Driveway cannot be more than 150 feet long or have an excessive incline or decline. Driveway must be cleared of all snow and ice, or debris on day of service or it will not be serviced, and resident will be required to wait until next service day.

ARTICLE II

RECYCLABLE COLLECTION

A. Residential Recyclable Schedule

The Contractor shall provide every other week curbside recyclable collection for all properly prepared Recyclables, subject to the Collection Schedule set forth in Article III.A. All items to be collected must be placed in recycling carts and placed curbside for pick up.

B. Residential Recyclable Material

Contractor shall collect (at a minimum) the following materials: newspapers, magazines, corrugated cardboard, junk mail, paperboard, clear glass bottles and jars, aluminum and steel cans, household plastics #1 thru #7 (with exceptions); and any other material deemed recyclable and mutually acceptable by the City and Contractor.

ARTICLE III GENERAL CONDITIONS

A. General Conditions

1. Collection Schedule — All refuse shall be collected on Monday each week and recycling collected every other week with collections of refuse, subject to the Interrupted Collection Schedule in Article III.A.2. Collection of refuse and recyclables shall commence no earlier than 7 a.m. All collection and route schedules and amendments thereto are subject to the prior written approval of the City Manager. City/residents shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional services required by failure to provide access.
2. Interrupted Collection Schedule — No collections will be made on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. Where the holiday falls on the regular collection day, all Refuse, Recyclables, and Yard Waste will be collected one day later, unless the City Manager and Contractor approve other arrangements. Service may also be interrupted/delayed due to acts of God (weather, etc.).

3. Private Drives — Residents may solicit Contractor to provide service on private drives provided that a waiver of liability has been signed releasing Contractor and City of any responsibility for damage. Residents can bring carts to a centrally approved site with no waiver needed.
4. Contractor Furnished Bins, Containers, and Equipment - All bins, containers and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. Residents shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). Residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. In the event Contractor breaches this Contract by failing to collect or abandons its bins, containers, and carts, the City shall be granted a license to collect Refuse and Recyclables from Contractor's bins, containers and carts and Contractor disclaims title to any Refuse or Recyclables it fails to collect.
5. Complaints: All complaints made directly to the Contractor shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate; and if such allegations are verified, shall arrange for the collection of the uncollected refuse immediately, but no more than 48 hours after the complaint is received (weekends excluded). The Contractor shall furnish a toll-free number for the use of residents served under the contract. In the event of a billing dispute, Contractor shall respond fully to customer within one week of receiving complaint. Upon request from the City Manager, Contractor shall furnish a report of missed pickups, and other complaints related to service items.

B. Rates

1. Monthly Charge — The Contractor will bill the residents the following rates per month for Refuse and Recyclable service, (the "Monthly Charge"), in advance, by the 15th of the month. The Monthly Charge includes all costs associated with collections, disposal and processing of Refuse and Recyclables picked up: Current house counts for each service are:

****SEE Addendum A – Rate Sheet for pricing**

2. Fuel Recovery Fee — A Fuel Recovery Fee shall be assessed after year 1 and applied on a per residence/month basis, in addition to the Monthly Charge. The Base Price for diesel fuel shall be set at \$4.50/gallon. Price will be based on the DOE Index for Highway Diesel – Midwest Index of fuel rise above the "base price," a surcharge of \$0.04/residence/month shall be applied for every \$0.10/gallon increment of increase in Contractor's cost of fuel above the Base Price. No adjustments made for pricing below the \$4.50 per gallon.

3. Pass Through — The Monthly Charge may also be increased, upon thirty (30) days written notice provided to the City and Residents, due to future increases in Federal, State or local taxes (excluding income taxes and property taxes), and any charges, surcharges, and fees imposed by governmental authorities on Contractor's collection services, processing facility for recycling or disposal site, and due to laws, rules, regulations and ordinances which are passed after the date hereof, or based on the interpretation or enforcement of which has changed after the date hereof which have the effect of increasing the collection services, processing facility or the disposal site's direct costs. Contractor shall not be entitled to any increase associated with violations of law, regulations, ordinances, or permit conditions.

4. Carts: Contractor shall provide one 95/96-gallon cart to each Customer for Refuse, and a separate cart 95/96-gallon cart for recyclables. Additional Refuse and Recyclables carts will be made available upon request at a rate of \$8.50 per month per cart to be billed annually to resident. All carts will be maintained by Contractor and replaced for normal wear and tear. Normal wear and tear do not include the cleaning of said Carts; this is the responsibility of the resident. Should a Cart be damaged due to the negligence of the Resident, a replacement charge of \$75.00 will be remitted as payment in advance of delivery of a new one. All Carts will remain the property of the Contractor. Residents requesting cart deliveries, exchanges or removals will be billed at a one-time charge of \$10 per cart.

5. In the event that one or more material elements of cost to provide Service under this Contract experiences a year over year (YoY) change greater than 15%, Company may increase the Annual Rate Adjustment above the fixed rate by an additional amount equal to the additional cost increase. A material element of cost shall be defined as a category of cost making up 5% or more of the annual costs to provide the Services. Such increases must be discussed and approved by City.

**ARTICLE IV
PROHIBITED/EXCLUDED WASTE COLLECTIONS**

A. Contractor shall not collect and dispose of the following items: whole tires, cement blocks, shingles, broken glass, liquids, antifreeze, oil, all tires, carbonated beverage containers; paint cans, large amounts of construction materials; items deemed dangerous to the Contractor's personnel, or equipment such as gasoline, hot ashes and any items too heavy to be lifted by two average people, or additional items mutually agreed upon by the Contractor and the City. Also excluded shall be hazardous materials, wastes, or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Hazardous, Prohibited /Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws").

B. If Hazardous, Prohibited and/or Excluded Waste are discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact City and City shall undertake appropriate action to ensure that such Hazardous, Prohibited and/or Excluded Waste is removed and properly disposed of by the depositor or generator of the Hazardous, Prohibited and/or Excluded Waste. In the event any Hazardous, Prohibited or Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its discretion, remove, transport and dispose of such Hazardous, Prohibited and/or Excluded at a location authorized to accept such Hazardous, Prohibited and/or Excluded Waste in accordance with all applicable laws and charge the depositor or generator such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Hazardous, Prohibited and/or Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Hazardous, Prohibited and/or Excluded Waste and to collect the costs incurred by Contractor in connection with such Hazardous, Prohibited and/or Excluded Waste. Subject to City providing all such reasonable assistance to Contractor, Contractor releases City from any liability for any such costs incurred by Contractor in connection with such Hazardous, Prohibited and/or Excluded Waste, except to the extent that such Hazardous, Prohibited and/or Excluded Waste is determined to be attributed to the City.

C. **Title.** Contractor shall acquire title to Refuse and Recyclables when they are loaded into Contractor's truck, or, if Contractor is providing disposal Services only and not collection services, when they are delivered to Contractors premises. Title to and liability for any Hazardous, Prohibited/Excluded Waste shall remain with the generator thereof and shall at no time pass to Contractor.

ARTICLE V BILLING PROCEDURES

Contractor shall bill residents for collection services rendered in advance, within fifteen (15) days prior to the beginning of each month, and the Resident shall pay Contractor within thirty (30) days of receipt of said invoice. All unpaid invoices shall carry interest at the rate of 1.5% per month or, if lower, the maximum rate permitted by Applicable Law, until the balance is paid in full. Such billing and payment shall be based on the rates set forth herein, as may be adjusted in accordance herewith.

ARTICLE VI TERM AND TERMINATION

A. This Contract is for a period of four (4) years commencing January 1, 2025, and ending December 31, 2028. This contract may be extended for additional periods upon mutual written agreement of both parties.

B. Termination — In the event there should occur a material breach or material default in the performance of any covenant or obligation of the City or Contractor which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Contract upon written notice to the other party. In the event of a breach, event of default, or termination of this Contract, each party shall have available all remedies in equity or at law, unless otherwise provided elsewhere in this Contract. In the event of termination of this Contract for any reason, residents shall pay Contractor for all services rendered through the date of termination. Contractor shall collect its equipment, and Contractor shall have no further obligation to perform and Service under this Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Contractor will indemnify and hold harmless City from any and all liability and claims to the extent caused by Contractor's negligence or willful misconduct in the performance of this services under this Contract. Further, Contractor shall procure and maintain during the life of this contract the following insurance coverage:

1. **WORKER'S COMPENSATION INSURANCE**, including employer's liability to cover employee injuries or disease compensated under the Worker's Compensation Statutes of the State of Michigan.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE**, to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, and including the following exposures:

- a. Bodily injury, or death - \$1,000,000 per person - \$1,000,000 per occurrence - \$1,000,000 property damage, occurrence.
- b. All premises and complete operations coverage.
- c. Broad form excess/umbrella liability coverage in the amount of \$5,000,000.
- d. Comprehensive automotive liability: to cover Michigan no-fault liability, residual bodily injury and property damage with coverage limits outlined in Section Article VIII.2.a. above or with a combined single family limit for bodily injury and property damage of \$2,000,000 and otherwise complying with the provisions of the Michigan no-fault Act, including coverage for all occurrences arising out of the ownership, maintenance or use of any owned, non-owned or hired motor vehicle.
- e. Additional insured: City shall be named as an additional insured on all policies providing coverage as set forth herein, other than workers' compensation via blanket-form endorsement.
- f. Notice of cancellation: All policies affording the various coverage required under this Contract, other than workers' compensation, employers' liability and excess/umbrella policies, should be endorsed via blanket form endorsement to provide thirty-day prior written notice to be delivered to the City before any of the coverage afforded by these policies is either materially changed or cancelled. Failure by the Contractor to maintain the coverage set forth above may result in the termination of this contract by the City.

ARTICLE VIII OTHER CONDITIONS

A. Compliance with Local, State and Federal Laws

The Contractor shall comply with all applicable state, county and municipal regulations and the City shall retain jurisdiction over the health and safety standards of the Contractor's vehicles and their operation. The Contractor will be responsible for maintaining, including proper safety placards, all containers supplied by them.

B. Bankruptcy

If the Contractor should be adjudged bankrupt or make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of their insolvency or if they should persistently or repeatedly refuse to supply enough labor, material or equipment to maintain the established schedules or collections or if they fail to make prompt payment for materials or labor or persistently disregard laws of the State of Michigan and ordinances of the City or otherwise be guilty of substantial violation of any *visions of the contract, then the City may, without prejudice to any other right or remedy, terminate the contract and relet the same.

C. Force Majeure.

1. Except for the payment obligations of the City hereunder, if the City or the Contractor is unable to perform, or is delayed in its performance of, any of its obligations under this Contract by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or the Contractor to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean any event or circumstances beyond the reasonable control of the affected party to the extent that they delay the City or the Contractor from performing any of its obligations (other than payment obligations) under this Contract, including the following:

- a. Strikes, work stoppages, and other labor unrest; and
- b. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of the Contractor or City, or any of their agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and
- c. Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities. Notwithstanding the foregoing, Residents shall be obligated to pay Contractor only for services performed.

2. In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall give prompt notice to the other party specifying in detail the event of force majeure and shall further be required to use its commercially reasonable efforts to cure the event of force majeure. The parties agree that, as to this section, time is of the essence.

3. The collection or disposal of any increased volume resulting from a flood, hurricane, tornado or similar or different Act of God over which Contractor has no control, shall not be included as part of Contractor's service under this Contract. In the event of increased volume due to Force Majeure event, Contractor and the City shall negotiate the additional payment to be made to contractor. City will grant such variances in routes and schedules as are reasonably required in the event of force majeure and will negotiate with the Contractor fees for any additional work which the Contractor may agree to perform in such event.

D. Entire Contract

This Contract constitutes the entire Contract of the parties with respect to the matters dealt with herein. There are no other terms or promises, whether written or verbal.

E. Severability

If any provision of this Contract is rendered void by acts of any legislature or the courts, this Contract shall be construed as if the offending portion had been omitted.

F. Changes and Modifications

No change or modification of this Contract shall be valid unless the same is in writing and signed by all parties hereto.

G. Choice of Law and Forum

The laws of the State of Michigan shall govern this Contract. Any dispute hereunder shall be determined in any federal or state court with competent jurisdiction in the State of Michigan.

H. Parties Bound, Assignment

This Contract shall be binding upon the City, and Contractor and their respective, successors and assignees. Neither party may assign any or all of their rights and duties hereunder without the advance written consent of the other party, which consent shall not be unreasonably withheld. Also, no consent is required by Contractor for transfers to affiliates and/or in connection with the sale or purchase of a business.

I. Mutual Drafting

This Contract has been drafted by both the City and the Contractor and shall not be construed against either party as the drafter.

IN WITNESS THEREOF, we have hereunto set our hands and seals as of the day and year first above written.

City of Saugatuck, Michigan

By: _____

Date: _____

Lauren Stanton, Mayor

By: _____

Date: _____

Jamie Wolters, City Clerk

Allied Waste Services, Inc. (DBA: Republic Services of Jenison)

By: _____

Date: _____

Tom Mahoney, General Manager

Addendum "A" RATE SHEET

EFFECTIVE JANUARY 1, 2025 - DECEMBER 31, 2028

Monthly Service Rate per Residential Customer for 12 - Months

Service	Pickup Frequency	Year 1 1/1/2025 - 12/31/2025	Year 2 1/1/2026 - 12/31/2026	Year 3 1/1/2027 - 12/31/2027	Year 4 1/1/2028 - 12/31/2028
Trash	96-GAL Cart - Trash (Weekly)	\$ 20.50	Future Increase will be determined by CPI-Index Waster, Sewer, Trash - Rolling 12 month change (July Results) or 4.5% annually which ever is greater.		
Recycle	96-GAL Cart - (Every Other Week)	Included in Trash Price			
Rear Yard Pickup	Per container / per Month Additional	\$ 20.00			
Yard Waste	Yard Waste Service (April thru November)	\$ 165.00			
Yard Waste	Rear Yard Pickup	\$ 325.00			
Additional Carts Trash/Recycle (each)	Trash/Recycle	\$ 8.50			
* Bulk Pickup	Upon Request	\$ 34.50			

* See Guidelines for Bulk Items



Sustainability in Action

BULK PICKUP GUIDELINES

ACCEPTABLE:

- Larger items such as: Furniture, toys, bicycles, appliances*, home fixtures and any other items as long as they are considered non-hazardous.
- Mattresses, have to be wrapped in plastic.
- Small amounts of building materials—door, window cabinet—must be cut down to 4ft. in length and be lifted by one person! NO DEMOLITION/REMODEL STYLE LARGE VOLUMES.
- Appliances that contain Freon, such as: Refrigerators & Air Conditioners. *These items can be accepted if the Freon has been removed and the appliance is “tagged” by a licensed facility that the Freon has been removed.

UNACCEPTABLE:

- No bags of stuff or small items should be put out. If its small enough to fit in a bag, put it in your garbage toter.
 - No bags of kitchen refuse.
 - Large plastic drums, concrete, large pieces of metal, yard waste, liquid waste, hazardous waste
 - Whole tires and tires on rims
 - Non-latex paints and varnishes, motor oil, solvents, any batteries
 - Regulated medical waste.
 - Large car parts such as: engine blocks, bodies, oversize hoods & doors
 - Building demolition: while they will take very small amounts of building material (see above), they will not be able to remove large volumes such as: Garage, Room or House demolition/remodel a construction style dumpster would be your best option in this instance.
-
- **NO GRASS, LEAVES, BRUSH OR BRANCHES!**