



## CITY COUNCIL WORKSHOP AGENDA September 18 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. Telecommunications Discussion **Pg.2**
  - B. Sign Replacement Request from City of the Village of Douglas **Pg.4**
  - C. No Wake Zone Request for Kalamazoo Lake **Pg.13**
  - D. Updated Rate Proposal from Republic Services **Pg.19**
  - E. Benches for Village Square Park Playground **Pg.33**
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](mailto: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](mailto:jwolters@saugatuckcity.com) for further information.



## City Council Agenda Item Report

**FROM:** Ryan Cummins, City Manager

**MEETING DATE:** September 18, 2024

**SUBJECT:** Telecommunications Discussion

### **DESCRIPTION:**

Improving telecommunications within the City has been an ongoing priority and discussion item for several years. Various steps have been taken to improve local telecommunication and evaluate further enhancements. Work to date includes:

- Verizon installing small cell towers.
- AT&T developing plans to reuse the Mt. Baldhead radome by installing cellular antennae.
  - City Council approved staff working with AT&T to develop plans and also approved a lease agreement. AT&T has not yet signed the lease as they are working on obtaining State Historic Preservation Office (SHPO) and Federal Communication Commission approval.
- Metro Wireless being approved to utilize Starlink to bring Wi-Fi to Oval Beach.
- Discussions with AT&T and Metro Wireless about Wi-Fi options for downtown.
- Staff scheduling discussions with Frontier, Comcast, and Surf Internet to express our interest in fiber installations.

Jill Dunham is the Allegan County Broadband Project Manager. Jill has several years of experience in the telecommunications industry. Jill will be at the workshop meeting to update the Council on the County's larger broadband efforts, provide some insight on how the City should approach improving telecommunication, and answer questions Council may have.

### **BOARD/COMMISSION REVIEW:**

None.

### **BUDGET ACTION:**

None at this time. If Council desires consulting services, this item is not budgeted and would need a budget amendment.

**LEGAL REVIEW:**

N/A at this time.

**SAMPLE MOTION:**

N/A. Workshop item only at this time.



## City Council Agenda Item Report

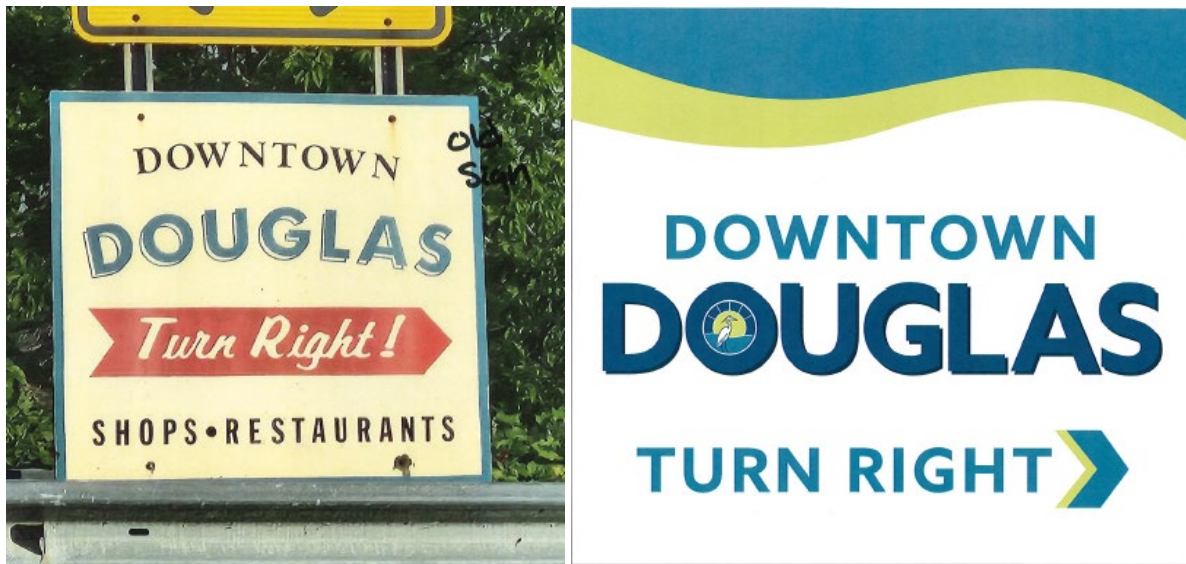
**FROM:** Luke Thompson, Director of Planning and Zoning

**MEETING DATE:** September 23, 2024

**SUBJECT:** Wayfinding Signage Replacement Request

**DESCRIPTION:**

The City of Douglas is proposing to update the wayfinding sign located at the intersection of Lake St and Blue Star Highway. The proposed sign will have the same dimensions as the existing sign (54" x 48") and will have the same location.



City Council is required to approve any new permanent sign within public right-of-way prior to the erection of proposed sign. Proposed sign replacement shall not obstruct vision of traffic or pedestrians and shall not prevent the general accepted use of the public right-of-way.

**LEGAL REVIEW:**

N/A at this time.

**SAMPLE MOTION:**

Motion to approve the Revocable License Agreement for a sign in the public right-of-way for the City of the Village of Douglas.



### Right of Way Sign Application

**APPLICANTS INFORMATION** APPLICATION NUMBER \_\_\_\_\_ - \_\_\_\_\_

Name City of Douglas Address / PO Box 86 w Center / PO Box 757  
City Douglas State MI Zip 49406 Phone 269-857-1438  
E-Mail Douglas@douglasmi.gov Jenny ext. 102  
Signature [Signature] Date 9-6-2024

**SIGN DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)**

Type: Number of Yard Signs NA Number of Banners NA

Dates to be displayed Permanent

Further Comments: the City would like to update the ROW sign located at the intersection of LAKE + BLUE STAR HWY. We will keep it the same size. See attached for more info.

**PLEASE INCLUDE THE FOLLOWING INFORMATION**

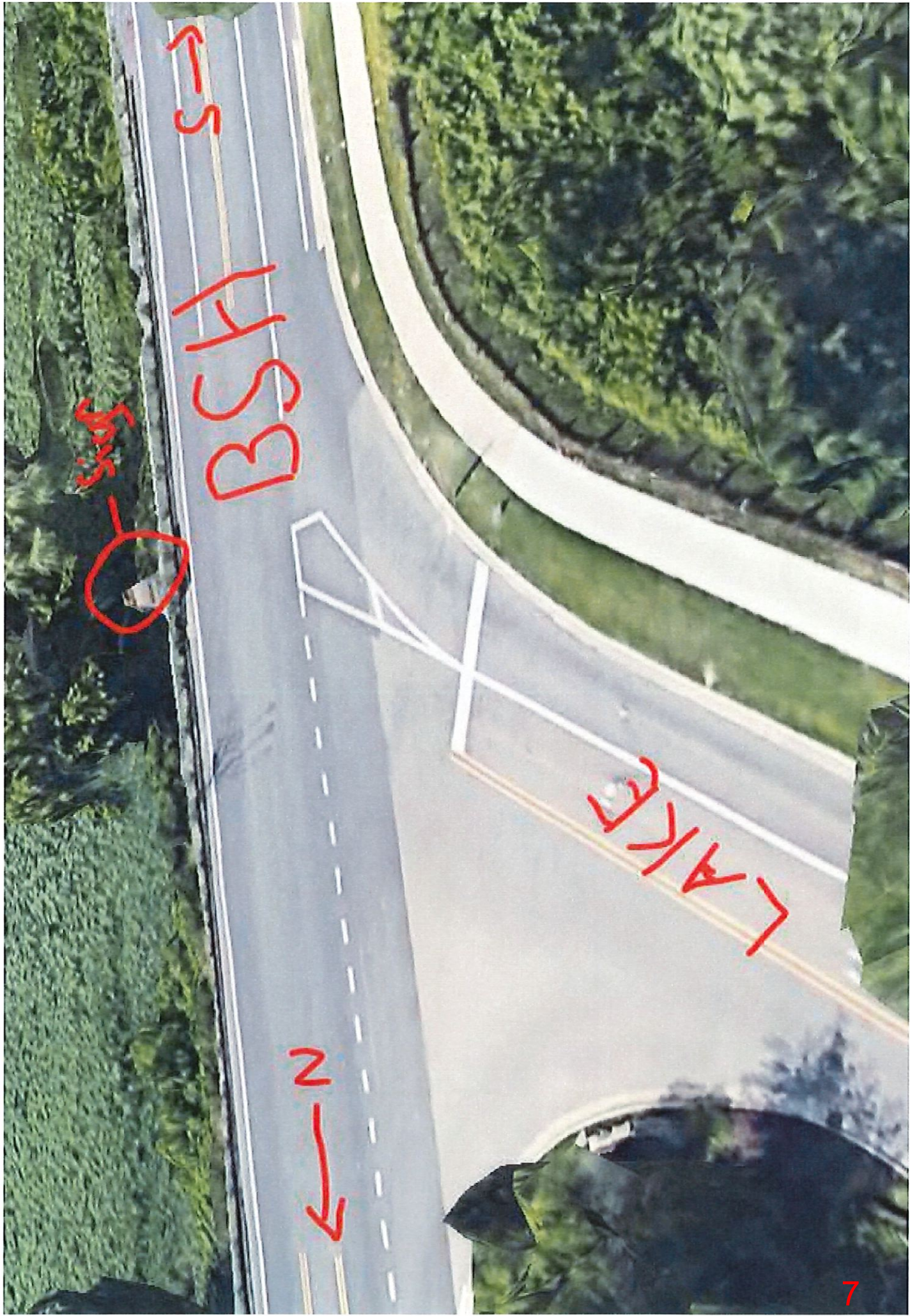
Pursuant to Section 150.30, please attach the following supporting documents when applying for sign approval

Y N NA

- Dimensions and type of each proposed sign
- Map showing the location of each sign
- Explanation of how each sign will be attached and secured

Pursuant to Section 150.30(H), please to the following questions:

- Will the signs create a traffic vision obstruction?
- Will the signs create a pedestrian traffic obstruction?
- Are the signs compatible with the surroundings and is not uniquely out of character for the community? and
- Do the signs create a situation which could be detrimental to health, safety, or welfare?



Q-100



S →

BSK

← N

LAKEL



DOWNTOWN

old  
sign

DOUGLAS



SHOPS • RESTAURANTS

*New Sign*

*54" x 48" - Metal Sign  
Secured to existing poles,  
Same as before.*



**DOWNTOWN  
DOUGLAS**

**TURN RIGHT** 

REVOCABLE LICENSE AGREEMENT

REGARDING SIGN IN THE RIGHT-OF-WAY

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the CITY OF SAUGATUCK (the “City”) a Michigan municipal corporation located in Allegan County, Michigan, and the CITY OF THE VILLAGE OF DOUGLAS a Michigan municipal corporation located in Allegan County, Michigan, (the “Licensee”).

**Recitals**

- A. Licensee desires to install an approximately eighteen square foot sign in the City’s right-of-way on Blue Star Highway (the “Encroachment”). Licensee seeks a license in order to install the Encroachment.
- B. Licensee will insure and maintain the Encroachment within and immediately adjacent to the public right-of-way as hereinafter described.
- C. The City is amenable to granting a revocable license to Licensee for the installation and maintenance of the Encroachment within the right-of-way subject to terms of this Agreement.

**Agreement**

- 1. The City hereby grants to Licensee a revocable license for the Encroachment for the purpose of installing and maintaining the Encroachment in the precise location shown on Exhibit A subject to the terms of this Agreement. The Encroachment shall be as depicted on attached Exhibit A, which is incorporated by reference.
- 2. The Encroachment shall meet all requirements of the City of Saugatuck Code.
- 3. Licensee shall maintain the Encroachment in the public right-of-way in good condition at all times, and in compliance with all applicable laws and regulations of the City, County and State of Michigan.
- 4. Licensee shall indemnify and hold harmless the City, and its officers, agents, and employees, from any and all claims, demands, or suits by any person or entity for damages, injuries, or losses in any way connected or arising out of the placement, maintenance, existence or use of the Encroachment. The provisions of this section shall survive any termination of this Agreement.
- 5. Licensee shall obtain and maintain general liability insurance in a form and amount satisfactory to the City for the Encroachment at all times that this Agreement is in effect and the City shall be named as an additional insured on any such policy.
- 6. The placement of the Encroachment in no way creates any title, claim of right, or other property rights or interest for Licensee in any public right-of-way.

7. The license granted to the Licensee and this Agreement shall not be assigned or otherwise transferred by Licensee to any other person or business entity without the City's prior written approval.
8. The license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee or its successor thirty (30) days written notice of intent to revoke. Upon written notice to Licensee or its successor, mailed by regular mail to PO Box 841, Saugatuck, MI 49453, Licensee or its successor shall immediately remove the Encroachment and discontinue placing anything in the City right-of-way. The area where the Encroachment was removed shall be returned to its previous condition by the Licensee at no cost to the City.
9. At the time of execution of this Revocable License Agreement, Licensee shall pay to the City the cost of preparation of this Agreement.

In witness whereof, the parties have caused this Agreement to be executed on the date first set forth above.

CITY OF SAUGATUCK, a  
municipal corporation

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

Its: \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_

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

Its: \_\_\_\_\_

# Exhibit A



54"

48"





## City Council Agenda Item Report

**FROM:** Ryan Cummins, City Manager

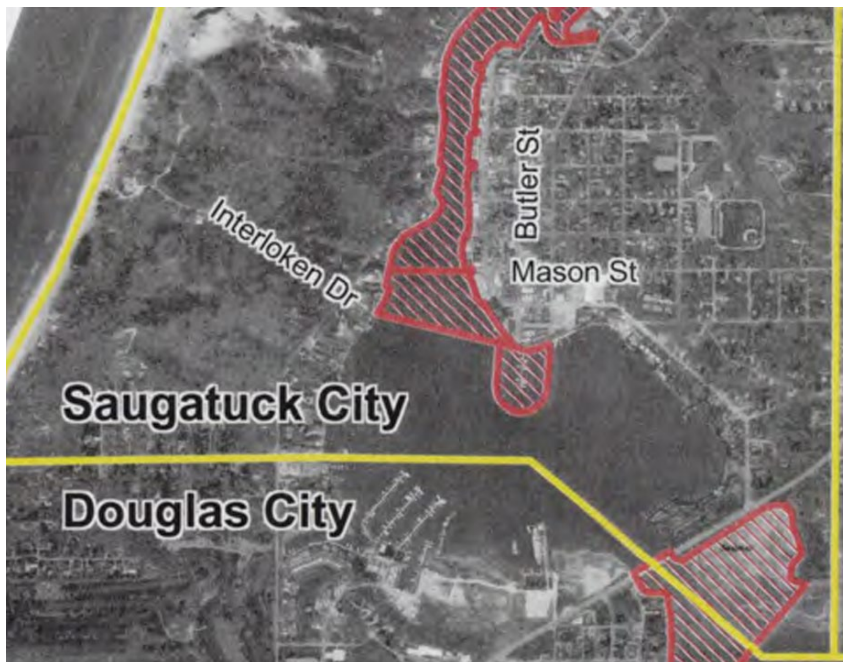
**MEETING DATE:** September 18, 2024

**SUBJECT:** No Wake Zone Request for Kalamazoo Lake

**DESCRIPTION:**

Sergeant Marina has submitted the attached request requesting that all of Kalamazoo Lake be no wake.

Here is the current no wake map:



There are several steps involved in creating a no wake zone, which is a local watercraft control. The Department of Natural Resources (DNR) has provided the attached procedures for permanent local watercraft controls.

- If the City Council desires to consider the no wake request from Sergeant Marina, the first step will include drafting a resolution requesting a local watercraft control and hold a public hearing on the resolution.
- After a public hearing, the Council would then make a decision on whether to approve the resolution and send it to the DNR for investigation, preparation of a report, and additional public hearing.
- If the DNR determines there is a need for a local watercraft control, the DNR will propose a local watercraft control ordinance for the City to consider adopting.
- If the DNR determines there is not a need, the City will be notified and provided specific reasons for denial.

It is important to note that the City can only request a no wake zone within our jurisdictional boundaries. I have advised Sergeant Marina that they must make the same request for portions of the lake that are within the City of the Village of Douglas. I have informed the Douglas City Manager of the request that we received.

**BOARD/COMMISSION REVIEW:**

None at this time.

**BUDGET ACTION:**

N/A.

**LEGAL REVIEW:**

N/A at this time.

**SAMPLE MOTION:**

N/A. Workshop item only at this time.



# Sergeant Marina Condominium Assoc.

Ryan Cummins  
City of Saugatuck

Mr. Cummins

This letter is to follow up on our recent meeting. This is a formal request from Sergeant Marina to change the Kalamazoo Lake to a all no wake. We are bringing this to the City of Saugatuck as residents and taxpayers.

The wake issues have always been a problem and have increased steadily over the past few years. The constant bombardment from the recreational vehicles skirting the slow no wake area has become extremely dangerous. The potential for personal and property damage is a very real and concerning issue. The size of boats and rates of speed are ever increasing with some topping over 50 miles per hour and greater.

I have has some personal experiences with boats causing 3 foot wake doing circles with tubes for hours on end. Our boat will heal over as much as 25 degrees causing things to fall off counters. Other owners experience the same issues The No Wake one need to be changed for the safety of all.

I have traveled Michigan's coast and harbors with lakes larger than this have wake restrictions to help prevent property and personal accidents. You advised me that you would take our request to the proper city and government entities and this is what we will be counting on.

I appreciate you assistance. Please keep me updated at [rk\\_lange1998@comcast.net](mailto:rk_lange1998@comcast.net) and call me at 269-370-7371 with questions.

Thank you,

Rick Lange

Sergeant Marina



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES  
LANSING



DANIEL EICHINGER  
DIRECTOR

Procedures for Permanent Local Watercraft Control

Local units of government that believe that a special local watercraft control (LWC) is needed on waters subject to their jurisdiction shall follow the procedures established in [MCL 324.80110](#) through [324.80112](#). Those procedures are detailed below. Local Watercraft Control is state terminology. When a local unit of government adopts a LWC they may use the term ordinance. The local unit of government initiates the process by submitting a resolution to the Department of Natural Resources (DNR).

The DNR shall investigate the need for special regulations for the use of vessel and other contrivances on the waters of the state to assure compatibility of uses and to protect public safety. Submitting a resolution does not guarantee approval of a LWC.

- 1) When a local unit of government believes a regulation is needed for the use of vessels on waters within their jurisdiction, they may submit a resolution for a LWC to the DNR Law Enforcement Division (LED).
  - a) The resolution shall be approved by a majority of the governing body of the local unit of government following a public hearing on the resolution.
    - i) The hearing must be specific on the resolution and not part of their regular meetings.
  - b) The resolution and hearing minutes shall be submitted to the DNR LED.
- 2) Once the request and resolution are received, the DNR will initiate an investigation and inquiry as directed in [MCL 324.80110](#).
- 3) Upon completion of the investigation and inquiry, the DNR will prepare a preliminary report that includes the findings of the investigation and a preliminary recommendation as to whether special rules are needed for the body of water, and submit a copy of the preliminary report to the local unit of government.
- 4) The DNR will work with the local unit of government to schedule a public hearing in the vicinity of the body of water to gather public input.
  - a) The public hearing will be scheduled and advertised at least 10 days (typically 30 days) prior to the hearing.
  - b) The DNR shall provide notice of the public hearing made in a newspaper of general circulation in the area where the water body is located.
  - c) It is recommended the local unit of government provide notice of the public hearing through any and all media and advertising platforms they have available.
- 5) The DNR will facilitate the public hearing.
  - a) At the public hearing, interested persons shall be afforded an opportunity to present their views on the preliminary report and the need for special rules, either orally or in writing.
  - b) The DNR will accept written comments for 30 days after the date of the public hearing.

- 6) Within 90 days after the public hearing, if the DNR determines there is a need for a LWC, the DNR will propose a LWC to the local unit of government.
  - a) The proposed LWC becomes valid only after the following conditions are met.
    - i) The local unit of government adopts the LWC in its entirety at a public meeting.
      - A. The wording used in the local unit of government's ordinance shall be identical to the proposed LWC recommended by the DNR.
    - ii) The local unit of government notifies the DNR of the adoption.
      - A. Notification to the DNR shall include all the following:
        - 1) A copy of minutes from the public meeting showing the adoption.
        - 2) Proof of publication in a locally circulated newspaper. The proof of publication must show the date and the name of the newspaper.
          - A. The page directly from the newspaper, or
          - B. A photocopy of the page from the newspaper
    - b) The conditions in 6) a) must be completed within 60 days from the date the DNR submits the proposed LWC to the local unit of government.
      - i) If the local unit of government fails to notify the DNR within 60 days, the proposed LWC is considered disapproved.
  - 7) If the DNR determines there is not a need for a LWC, the DNR shall notify the local unit of government and provide the specific reasons for the denial.
    - a) The local unit of government may appeal to the Director of the DNR.
      - A. The Director shall make the final decision.
  - 8) Other responsibilities of the local unit of government.
    - a) The boundaries of the area described in the LWC shall be marked with signs and/or with buoys and maintained by the local unit of government.
      - i) The local unit of government is responsible for the purchase, placement, maintenance and removal of all signs and buoys.
      - ii) All buoys must be placed as provided in a permit [Application for Permit to Place Buoys/Beacons in Michigan Water {PR9203}](#) issued by the DNR and be in conformance with the [State Uniform Waterway Marking System](#).
      - iii) Buoys shall not be placed in a commercial shipping channel.
    - b) Any state, county or local law enforcement officer having jurisdiction over the controlled area can enforce the LWC or ordinance.
      - i) A LWC or ordinance is only enforceable when clearly and properly marked.
    - c) It is recommended the local unit of government post signs at any public launches, marinas and beaches educating boaters of the LWC or ordinance.
    - d) It is recommended the local unit of government post information on their website and social media platforms educating boaters of the LWC or ordinance.
  - 9) A LWC or ordinance can only be requested for waters within the jurisdictional boundaries of a local unit of government.

10) If a body of water is within multiple jurisdictions, each local unit of government shall follow this process to request a restriction within their jurisdiction.

11) Local units of government can email their requests to [DNR-LED-RecSafety@michigan.gov](mailto:DNR-LED-RecSafety@michigan.gov) or mail them to:

DNR-LED  
P.O. Box 30031  
Lansing, MI 48909  
Attn: Boating Law Administrator

Submitting an application and resolution does not guarantee the approval of a LWC.



## City Council Agenda Item Report

**FROM:** Ryan Cummins  
**MEETING DATE:** September 18, 2024  
**SUBJECT:** Updated Rate Proposal from Republic Services

**DESCRIPTION:**

On September 4, City Council reviewed a rate proposal from Republic Services to extend existing trash and recycling services for residential customers.

**Original Rate Proposal from Republic**

- Increase recycling pickup to bi-monthly.
- A five-year extension. Highlights include:
  - The year 1 rate of \$20.50 would be 28.3% higher than current rates, but include more frequent recycling pickup.
    - The rates would increase each year by 6%
    - The proposed year 1 rate is substantially lower than the competitive bid rate that Douglas received from Arrow Waste in 2022. That rate was \$19/month for trash and \$7.25/month for recycling for a combined rate of \$26.25/month.
  - Rear yard service will increase to \$20/month from \$15/month.

**Updated Rate Proposal**

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). Republic is proposing the same as above with the following changes:

- A four-year extension.
  - Republic advised the pricing will change if it's at three years or less.
- Annual rate increases tied to the CPI for Water, Sewer, Trash, but no less than 4.5%.

**Extension Agreement**

Republic has proposed the attached extension agreement. Staff is working with legal to make some changes that include:

#### Time of Collection

- Adding similar terms as the 2008 agreement, so we continue to have a say, especially on time collections start.

#### Complaints

- Adding language that they provide a copy of complaints and disposition details to the City upon request.

#### Annual Rate Adjustments

- Possible modifications to when rates may be adjusted.

#### Billing

- Clarifying that Republic should be responsible to continue to collect.

#### Indemnification

- Updating language to comply with caselaw.

#### Termination of Agreement

- Adding language that has similar termination terms as the existing agreement.

#### **LEGAL REVIEW:**

Legal is reviewing the proposed agreement and working on changes noted above.

#### **SAMPLE MOTION:**

Workshop item.

## **CONTRACT FOR WASTE COLLECTION AND DISPOSAL**

THIS AGREEMENT is made effective October 1, 2024, by and between the **City of the Village of Saugatuck, MI**, a Michigan Municipal Corporation, of 102 Butler St., Saugatuck, Michigan 49453 (hereinafter "City"), and **Allied Waste Services of Jenison, DBA Republic Services of Jenison**, of 2471 Wilshere Dr, Jenison, Michigan, 49428 (hereinafter "Contractor") (together, the "Parties").

### **AGREEMENT**

#### **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.

2. Rules for Customer handling of Refuse and Recyclables shall be agreed upon between Contractor and City, and distributed to Customers and published, including the obligation of each residential Customer 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 service only and recyclables cart service 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 provide one time per week from April 1 thru the month of November.

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 Agreement. Solid Waste shall not include any Excluded Waste.

F. Waste Material. Waste Material is all Solid Waste and, if designated in this Agreement, Recyclable Material that are not excluded by this Agreement. 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).

H. 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. 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 once per week and recycling collected every other week with collections, Monday through Friday (or Saturdays during holiday weeks or inclement weather.)

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 or before the regular collection day, all Refuse, Recyclables, and Yard Waste will be collected one day later, unless the City 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.

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.

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.

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, 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 does 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 Agreement 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.

**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; contaminates; 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 sole 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. 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 City shall pay Contractor within thirty (30) days of receipt of said invoice. 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 October 1, 2024, and ending September 30, 2028. This contract may be extended for additional periods upon mutual 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.

**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 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 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.
- f. Notice of cancellation: All policies affording the various coverage required under this Contract, other than workers' compensation, should be endorsed to provide ten-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.

B. The City will indemnify and hold harmless Contractor from any and all liability and claims to the extent caused by City, its employees', contractors', and agents' negligence or willful misconduct in connection with the performance of this Contract.

**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 re-let 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 actually 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. 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 Agreement

This Contract constitutes the entire agreement 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 agreement 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 agreement. 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 agreement 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.

I. Mutual Drafting

This agreement 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: \_\_\_\_\_

Ryan Cummings, City Manager

**Allied Waste Services of Jenison (DBA: Republic Services of Jenison)**

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

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

Tom Mahoney, General Manager

## Addendum "A" RATE SHEET

EFFECTIVE OCTOBER 1, 2024 - September 30, 2029

**Monthly Service Rate per Residential Customer for 12 - Months**

Service	Pickup Frequency	Year 1 10/1/2024 - 9/30/2025	Year 2 10/1/2025 - 9/30/2026	Year 3 10/1/2026 - 9/30/2027	Year 4 10/1/2027 - 9/30/2028
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



## City Council Agenda Item Report

**FROM:** Ryan Cummins - City Manager

**MEETING DATE:** September 18, 2024

**SUBJECT:** Benches for Village Square Park Playground

**DESCRIPTION:**

The previous playground at Village Square Park had benches for visitors to sit while children enjoyed the playground equipment.

Benches were not on the site plan that was approved for the new playground. Many residents and visitors have requested that benches be re-installed.

Staff have reviewed the use of the playground and best place for benches and are proposing the installation of five benches on concrete pads as shown on the attached site plan. The Department of Public Works has benches in stock. The only cost would be to install concrete pads. Other concrete work in the City is planned for late October and this project can be completed at the same time.

**BOARD/COMMISSION REVIEW:**

The plan will be reviewed with the Parks and Public Works Committee on September 24.

Staff plans to bring the plan to the Historic District Commission for review at their October 3 meeting.

**BUDGET ACTION REQUIRED:**

None. The Parks and Recreation fund has dollars available for the concrete work.

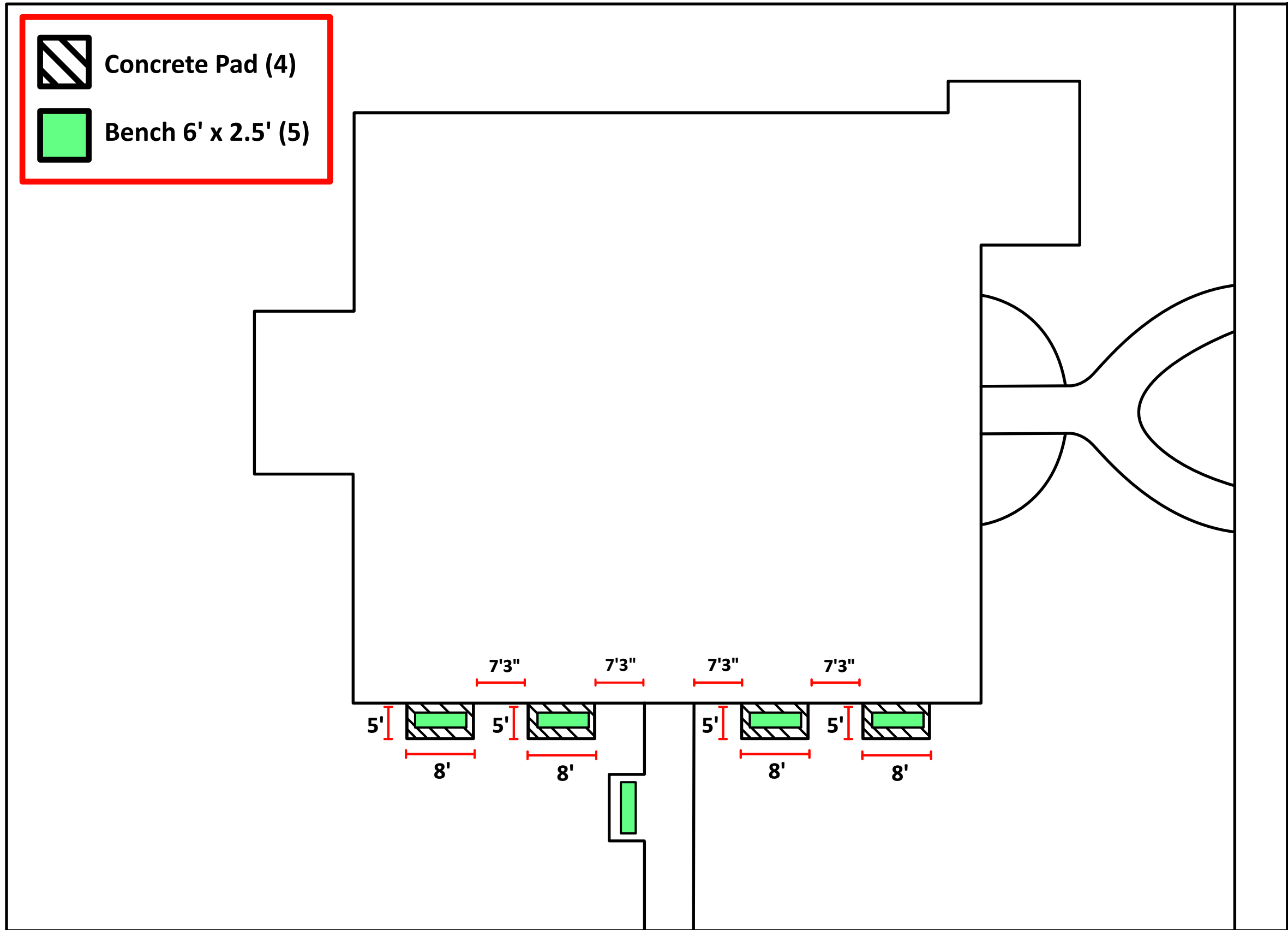
**LEGAL REVIEW:**

The City Attorney will be at your meeting if you have any questions.

**SAMPLE MOTION:**

Workshop item.

# Village Square Park



**Butler St**

**Main St**