



City Council Agenda Item Report

FROM: Ryan Cummins – City Manager
Scott Herbert – Public Works Superintendent

MEETING DATE: May 12, 2025

SUBJECT: Addendum to Trash Service Agreement

DESCRIPTION:

Republic Services has offered to provide flat fees for waste hauling services for the Department of Public Works and Oval Beach. The Republic Services Municipal Manager determined that better control over pricing could be established if these services were established under our current single waste hauler agreement for residential trash. Notable highlights of the draft addendum are as follows:

Public Works Services

- 30-Yard Dumpster - \$480 Flat rate per haul
- Recycle Roll-off Dumpsters - \$385 Flat rate per haul
- 4 x 95/96 Gallon Recycle - \$24 per month serviced every other week

Oval Beach Services

- 2-yard Dumpster - \$185 Flat rate per month serviced once per week

Price Increases

- Effective January 1, 2026, and annually thereafter.
- Prices will increase by greater of: CPI-Index (Water, Sewer, Trash – July 12-month change), or 4.5% annually.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

Yes.

Since the May 7th Workshop, the following two minor changes have been made to the agreement after receiving feedback from Republic Services:

- Republic Services will have 3 business days after receiving a request for service of the 30-yard trash dumpster and roll-off recycle dumpster.
- The 2-yd dumpster at Oval Beach will remain on site all year so there is no need to specify drop off dates before Memorial Day or after Labor Day.

SAMPLE MOTION:

Motion to approve the addendum to the trash service agreement as presented.

FIRST ADDENDUM TO CONTRACT FOR WASTE COLLECTION AND DISPOSAL

THIS ADDENDUM is made effective _____, 2025 ("Effective Date"), 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 Wilshire Dr, Jenison, Michigan, 49428 (hereinafter "Contractor") (together, the "Parties").

RECITALS

WHEREAS, the City and Contractor entered into a Waste Collection and Disposal Agreement, dated November 11, 2024 (the "Agreement"), whereby the Contractor will provide certain waste and recycling services for City residents; and

WHEREAS, the City and Contractor have agreed to expand the scope of services contemplated in the Agreement to include certain waste and recycling services for the City's Department of Public Works headquarters and the City's Oval Beach.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree to the following terms and conditions:

AGREEMENT

1. **Department of Public Works Services:**

- a. Contractor agrees to provide the following waste and recycling services at the City's Department of Public Works Headquarters with the address of 3338 Blue Star Highway, Saugatuck, Michigan 49453, subject to the rates and frequency set forth below:

Service	Pickup Frequency	Year 1 Effective Date- 12/31/2025
30-yard Dumpster	Upon City's Request	\$480.00 per haul (No Fuel/Environmental Fees)
Recycle Roll-off Dumpsters	Upon City's Request	\$385.00 per haul (No Fuel/Environmental Fees)
4 total- 95/96 Gallon Recycling Containers	Every Other Week	\$24.00 per month (No Fuel/Environmental Fees)

- b. Contractor shall pickup the 30-yard Dumpster and Recycle Roll-off Dumpsters no later than three (3) business days from receiving the City's request.

2. **Oval Beach Services:** Contractor shall collect and dispose of all refuse and trash contained in the 2-yard dumpster located at Oval Beach once per week. This service shall begin seven (7) calendar days prior to Memorial Day weekend and shall end fourteen (14) calendar days after Labor Day of each contract year. The City shall pay Contractor a flat rate of \$185.00 per month for this service, which shall not be subject to any fuel or environmental fees. The City may request that Contractor remove the 2-yard dumpster from Oval Beach, subject to a \$95.00 removal fee when the dumpster is removed and a \$95.00 delivery charge when the dumpster is returned.
3. **Additional Containers:** Contractor shall furnish any additional containers or roll-off carts upon the City's request and subject to a reasonable delivery charge.
4. **Future Price Increases:** Beginning on January 1, 2026, and every year thereafter, the price of services contained herein shall increase by the CPI-Index, Water, Sewer, Trash-Rolling 12- month change (July Results) or 4.5% annually, whichever is greater.
5. **Continuing Effect:** Except as expressly modified or amended by this Addendum, all terms and provisions of the Agreement shall remain in full force and effect. All services contained herein are otherwise subject to all terms and conditions of the Agreement. In the case of a conflict in meaning between the Agreement and this Addendum, this Addendum shall prevail.

IN WITNESS THEREOF, the Parties hereto have executed this Addendum as of the Effective Date written above.

City of Saugatuck, Michigan

By: _____

Date: _____

Holly Anderson, City Mayor

By: _____

Date: _____

Jamie Wolters, City Clerk

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

By: _____

Date: _____

Tom Mahoney, General Manager

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- b. Contractor shall pickup the 30-yard Dumpster and Recycle Roll-off Dumpsters no later than ~~two (2)~~ **three (3)** business days from receiving the City's request, ~~unless~~

~~the request for collection occurs on a day immediately preceding or during a holiday weekend, in which pickup shall occur no later than three (3) business days from the City's request.~~

2. **Oval Beach Services:** ~~Contractor shall deliver a 2-yard dumpster no later than seven (7) calendar days prior to Memorial Day Weekend to Oval Beach at a location to be determined by the City. (Container stays on site year round)~~ Contractor shall collect and dispose of all refuse and trash contained in the 2-yard dumpster located at Oval Beach once per week. This service shall begin seven (7) calendar days prior to Memorial Day weekend and shall end ~~Contractor shall collect the dumpster~~ fourteen (14) calendar days after Labor Day of each contract year. The City shall pay Contractor a flat rate of \$185.00 per month for this service, which shall not be subject to any fuel or environmental fees. The City may request that Contractor remove the 2-yard dumpster from Oval Beach, subject to a \$95.00 removal fee when the dumpster is removed and a \$95 delivery charge when the dumpster is returned.
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Tom Mahoney, General Manager