

1 Introduced May 14, 2019, by Councilwoman
2 Harbison, seconded by Councilman Borchert,
3 (by request of Administration)

4 **Item No. 19-05-3271**

5
6 **ORDINANCE NO. 3939**

7
8 An ordinance authorizing the Mayor to execute a five (5) year extension of
9 the Time Contract for the collection and transportation of garbage or trash and the
10 collection, processing and marketing of recyclables, within the territorial limits of the City of
11 Slidell.

12 WHEREAS, pursuant to LSA-R.S. 33:4169.1 the Slidell City Council, as
13 governing authority for the City of Slidell, Parish of St. Tammany, State of Louisiana, has
14 the power and authority to enter into Time Contracts for the collection and transportation of
15 garbage or trash and the collection, processing and marketing of recyclables, within the
16 territorial limits of the City of Slidell, for a term up to ten (10) years; and

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20 WHEREAS, City entered into a Time Contract with Waste Connections
21 Bayou, Inc., a Delaware corporation formerly known as Progressive Waste Solutions of
22 LA, Inc., pursuant to LSA-R.S. 33:4169.1, for the collection and transportation of garbage
23 or trash and the collection, processing and marketing of recyclables, within the territorial
24 limits of the City of Slidell, for a term of up to five (5) years, commencing July 1, 2014 and
25 concluding June 30, 2019; and

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30 WHEREAS, effective August 31, 2018, Waste Connections Bayou, Inc.,
31 formerly known as Progressive Waste Solutions of LA, Inc. sold substantially all of its
32 assets in and around St. Tammany Parish, Louisiana to Lacombe 6176, LLC, d/b/a (doing
33 business as) Coastal Environmental Services (hereinafter referred to as "Coastal
34 Environmental Services" and/or "Provider"); and

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4 WHEREAS, Progressive Waste Solutions of LA, Inc., as a part of the sale to
5 Coastal Environmental Services, assigned its contract with the City of Slidell to Coastal
6 Environmental Services, as authorized by Section 13 of the existing contract; and
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9 WHEREAS, City and Provider have determined that the current Time
10 Contract for the collection and transportation of garbage or trash and the collection,
11 processing and marketing of recyclables is due to expire and shall expire June 30, 2019;
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13 and
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15 WHEREAS, Provider desires to exercise the five (5) year extension provision
16 set out in Section 12 of the existing contract, extending Provider's contract from July 1,
17 2019 to June 30, 2024, for the collection and transportation of garbage or trash and the
18 collection, processing and marketing of recyclables; and
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22 WHEREAS, Provider has continued to demonstrate to the City that it is an
23 established well-funded corporation, possesses substantial assets, and enjoys a proven
24 reputation; Provider has also demonstrated its ability to perform all requirements under
25 the previous Contract with the City including, but not limited to, quick response time,
26 access to other resources of personnel and equipment to meet the City's needs in times of
27 emergencies and maintaining a specific level of support until such time normal conditions
28 have been restored; as well as a proven history of high quality service to the citizens of
29 Slidell; and
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4 WHEREAS, Provider has submitted an Amendment (*draft of First*
5 *Amendment is attached hereto*) to the existing contract including, but not limited to, the
6 following changes:
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- 8 1. No CPI (Consumer Price Index) increase for two (2) years (until July 2022).
- 9 2. Reduction in the per home rate by \$1.19, resulting in a rate decrease from
10 \$19.61 to \$18.42 per home.
- 11 3. Reduction in number of pick-ups from twice a week to once a week pick-up for
12 garbage and green waste removal.
- 13 4. Maintain once per week recycling pick-up.
- 14 5. Maintain placement and pick-up of nine (9) roll off dumpsters assigned to the
15 City, at no cost to the City.
- 16 6. Assessment of monthly disposal fee for each of the nine (9) roll off dumpsters
17 assigned to the City, according to the terms set out in the contract.
- 18 7. Assessment of an after parade clean-up to include one (1) - 28 cubic yard rear
19 loader, one (1) driver and two (2) helpers at a rate of \$ 85.00 per hour per truck.
- 20 8. All recycling carts assigned to the City will remain in place, at no cost to the City.
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26 WHEREAS, City desires to extend Providers existing contract for an
27 additional five (5) years beginning July 1, 2019 and continuing through June 30, 2024.

28 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that the
29 contract proposal submitted by Coastal Environmental Services of LA, LLC, be accepted
30 and approved.
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32 BE IT FURTHER ORDAINED by the Slidell City Council that the Mayor be
33 and is hereby authorized to sign and approve any and all documents necessary to
34 implement said contract.
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6 **ADOPTED** this 11th day of June, 2019.)

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9 Kim Harbison
10 President of the Council
11 Councilwoman, District F

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14 Greg Cromer
15 Mayor

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18 Thomas P. Reeves
19 Council Administrator

DELIVERED	6/14/19
9:45 am	to the Mayor
RECEIVED	6/25/19
2:40 pm	from the Mayor