

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL DECEMBER 4, 2001

A meeting of the Fayetteville City Council will be held on December 4, 2001 at 6:30 p.m. in Room 219, of the City Administration Building, located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES**
2. **LAKE SEQUOYAH:** A resolution awarding a contract to Richard Utley in the amount of \$23,700 for the operation of the Lake Sequoyah boat dock.
3. **BID 01-53:** A resolution awarding Bid 01-53 to Police Supply d/b/a Cruiser Tech of Tulsa, Oklahoma, for the purchase of one hundred and fifty Smith and Wesson Model 4006TSW, less the trade-in of City owned guns; and approval of a budget adjustment.
4. **MOTOROLA:** A resolution approving a radio maintenance contract with Motorola Inc. in the amount of \$21,087.43. This contract is to cover the radio equipment previously owned by the City that is not covered under the warranty of the new system.
5. **TCA CABLE:** A resolution authorizing the TCA Cable Partners to continue to operate the cable communications system.
6. **MITCHELL OIL:** A resolution approving a contract with Mitchell Oil Co., Inc., for the purchase of gasoline and diesel fuel for the City of Fayetteville vehicles and equipment and to provide a fueling facility.
7. **BID #01-57:** A resolution authorizing up to \$100,000 for compactors and roll-off style compactor containers for lease or purchase by commercial and industrial customers to Best Pac, Easley S.C. and purchase up to \$20,000 for open-top roll-off style containers for lease to Solid Waste customers to waste equipment-Mayfab of Beeville, TX.
8. **BID # 01-56:** A resolution authorizing purchase up to \$55,008 for 2 to 8 yard containers for the Solid Waste Division for lease and/or purchase of Multi-family and small commercial customers and approval of budget adjustment.

B. OLD BUSINESS

1. **RZN 01-17.00:** An ordinance approving rezoning request RZN 01-17.00 as submitted by Cynthia Beard and Williams M. Center for property located on the southeast corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.13 acres. The request is rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the October 16, 2001, meeting left on the second reading then tabled at the November 6, 2001 meeting.
2. **RZN 01-18.00:** An ordinance approving rezoning request RZN 01-18.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located on the Southwest corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 19.39 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the October 16, 2001, meeting and tabled at the November 6, 2001 meeting.
3. **RZN 01-19.00:** An ordinance approving rezoning request RZN 01-19.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located south of 15th Street between Beechwood Avenue and Razorback Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.86 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the first reading at the October 16, 2001, meeting and tabled at the November 6, 2001 meeting.
4. **ANX 01-4.00:** An ordinance approving annexation request ANX 01-4.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area. The ordinance was left on the first reading at the November 20, 2001 meeting.
5. **RZN 01-22.00:** An ordinance approving rezoning request RZN 01-22.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The property is zoned A-1, Agricultural, and contains approximately 30.99 acres. The request is to rezone to R-1, Low Density Residential. The ordinance was left on the first reading at the November 20, 2001 meeting.
6. **CIP:** A resolution approving the CIP for 2002-2006.

C. NEW BUSINESS

1. **VAC 01-8.00:** An ordinance approving vacation request VAC 01-8.00 as submitted by Dave Fulton on behalf of Gerald Tomlinson for property located at 2522 S. College (lot 12 of Taylor Estates). The property is zoned R-1, Low Density Residential and contains approximately 0.10 acres. The request is to vacate an existing utility easement.
2. **OFFER AND ACCEPTANCE:** A resolution approving the offer and acceptance contract between the City of Fayetteville and the Board of Trustees of the University of Arkansas for the sale of 4.05 acres of land on South School Street (Genesis Site) for the price of \$459,000, less associated closing costs.
3. **OFFER AND ACCEPTANCE:** A resolution approving the offer and acceptance contract between the City of Fayetteville and Bryan Walker III, dated August 13, 2001, for the purchase of 32.91 acres of land on the east side of South School Street (across from Genesis Site) for a price of \$360,000, plus associated closing costs where applicable and the approval of a budget adjustment.
4. **BC/BS:** Approval of a contract with Blue Cross and Blue Shield of Arkansas for the policy year January 1, 2002 through December 31, 2002.
5. **PAY PLAN:** Discussion and approval of amendments to the City's pay plan.
6. **BUDGET:** A resolution approving the 2002 Operating Budget.

Meeting of December 4, 2001

Rock

Concent
BD

JORDAN	✓		✓		
REYNOLDS	✓		✓		
THIEL	✓		✓		
YOUNG -	✓		✓		
ZURCHER	✓		✓		
TRUMBO	✓		✓		
DAVIS	✓		✓		
SANTOS	✓		✓		
COODY	✓				

Concent
BID 1-57

KS
LG

JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
DAVIS	✓				
SANTOS	✓				
COODY					

Meeting of December 4, 2001

Handwritten notes above table:
1st *2nd* *3rd*
BD. *Pass*

<i>RZN 01-17</i>	<i>H.</i>	<i>BD.</i>	<i>Pass</i>		
JORDAN	✓	✓	✓		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
ZURCHER	✓	✓	✓		
TRUMBO	✓	✓	✓		
DAVIS	✓	✓	✓		
SANTOS	✓	✓	✓		
COODY					

Handwritten notes above table:
1st *2nd* *3rd*
BD. *Pass*

<i>RZN 01-18</i>	<i>H.</i>	<i>BD.</i>	<i>Pass</i>		
JORDAN	✓	✓	✓	✓	
REYNOLDS	✓	✓	✓	✓	
THIEL	✓	✓	✓	✓	
YOUNG	✓	✓	✓	✓	
ZURCHER	✓	✓	✓	✓	
TRUMBO	✓	✓	✓	✓	
DAVIS	✓	✓	✓	✓	
SANTOS	✓	✓	✓	✓	
COODY					
		6-			

Meeting of December 4, 2001

<u>RZND</u> 01-19	<u>cy</u> BD.	<u>CS.</u> BD.	<u>BP</u> ZND.	<u>2nd</u> ZND.	<u>2nd</u> ZND.
JORDAN	✓	✓	✓	✓	*
REYNOLDS	✓	✓	✓	✓	
THIEL	✓	✓	✓	✓	
YOUNG	✓	✓	✓	✓	
ZURCHER	✓	✓	✓	✓	
TRUMBO	✓	✓	✓	✓	
DAVIS	✓	✓	✓	✓	
SANTOS	✓	✓	✓	✓	
COODY					

<u>ANX 01-4.</u>	<u>cy</u> ZND.				
JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
DAVIS	✓				
SANTOS	✓				
COODY					

Meeting of December 4, 2001

RRN of RR # 42001

JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓	<i>left on 2001</i>			
DAVIS	✓				
SANTOS	✓				
COODY					

CIP *KS RR*

JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
DAVIS	✓				
SANTOS	✓				
COODY					

Meeting of December 4, 2001

VAC 01-8	32D 2ND	KS 32D LG.	PASS		
JORDAN	✓	✓	✓		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
ZURCHER	✓	✓	✓		
TRUMBO	✓	✓	✓		
DAVIS	✓	✓	✓		
SANTOS	✓	✓	✓		
COODY					

OF/ACPT. U.S. AC.	BD KS.				
JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
DAVIS	✓				
SANTOS	✓				
COODY					

Meeting of December 4, 2001

OF/AC: 32 9/10/01 K9 VA

JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
DAVIS	✓				
SANTOS	✓				
COODY					

BC/BS # \$500 del. BD.

JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
DAVIS	✓				
SANTOS	✓				
COODY					

Meeting of December 4, 2001

annul 100% of Her plan implement plus plan immediately Jan 7th pay period

apm now pay plan. sized rule aule \$25,000

BD #

PAN PLAN					
JORDAN	✓		✓	✓	✓
REYNOLDS	✓		✓	✓	✓
THIEL	✓		✓	✓	✓
YOUNG	✓		✓	✓	✓
ZURCHER	✓		✓	✓	✓
TRUMBO	✓		✓	✓	✓
DAVIS	✓		✓	✓	✓
SANTOS	✓		✓	✓	✓
COODY					

Budget

RZ full

LD

JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
DAVIS	✓				
SANTOS	✓				
COODY					

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL DECEMBER 4, 2001

A meeting of the Fayetteville City Council will be held on December 4, 2001 at 6:30 p.m. in Room 219, of the City Administration Building, located at 113 West Mountain Street, Fayetteville, Arkansas.

A. **CONSENT AGENDA**

Pass
158-01
Remove
1. **APPROVAL OF THE MINUTES-**

Oct Reda
Remove Nov 6
2. **LAKE SEQUOYAH:** A resolution awarding a contract to Richard Utley in the amount of \$23,700 for the operation of the Lake Sequoyah boat dock.

159-01
3. **BID 01-53:** A resolution awarding Bid 01-53 to Police Supply d/b/a Cruiser Tech of Tulsa, Oklahoma, for the purchase of one hundred and fifty Smith and Wesson Model 4006TSW, less the trade-in of City owned guns; and approval of a budget adjustment.

160-01
4. **MOTOROLA:** A resolution approving a radio maintenance contract with Motorola Inc. in the amount of \$21,087.43. This contract is to cover the radio equipment previously owned by the City that is not covered under the warranty of the new system.

161-01
5. **TCA CABLE:** A resolution authorizing the TCA Cable Partners to continue to operate the cable communications system.

162-01
6. **MITCHELL OIL:** A resolution approving a contract with Mitchell Oil Co., Inc., for the purchase of gasoline and diesel fuel for the City of Fayetteville vehicles and equipment and to provide a fueling facility.

Remove
Pass
7. **BID #01-57:** A resolution authorizing up to \$100,000 for compactors and roll-off style compactor containers for lease or purchase by commercial and industrial customers to Best Pac, Easley S.C. and purchase up to \$20,000 for open-top roll-off style containers for lease to Solid Waste customers to waste equipment-Mayfab of Beeville, TX.

163-01
8. **BID # 01-56:** A resolution authorizing purchase up to \$55,008 for 2 to 8 yard containers for the Solid Waste Division for lease and/or purchase of Multi-family and small commercial customers and approval of budget adjustment.

164-01
→ **Bid #01-57: A RESOLUTION**

B. OLD BUSINESS

4351g PASS 1. ✓✓ RZN 01-17.00: An ordinance approving rezoning request RZN 01-17.00 as submitted by Cynthia Beard and Williams M. Center for property located on the southeast corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.13 acres. The request is rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the October 16, 2001, meeting left on the second reading then tabled at the November 6, 2001 meeting.

4352 PASS 2. ✓✓ RZN 01-18.00: An ordinance approving rezoning request RZN 01-18.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located on the Southwest corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 19.39 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the October 16, 2001, meeting and tabled at the November 6, 2001 meeting.

4353 PASS 3. ✓✓ RZN 01-19.00: An ordinance approving rezoning request RZN 01-19.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located south of 15th Street between Beechwood Avenue and Razorback Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.86 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the first reading at the October 16, 2001, meeting and tabled at the November 6, 2001 meeting.

left on 2nd 4. ✓✓ ANX 01-4.00: An ordinance approving annexation request ANX 01-4.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area. The ordinance was left on the first reading at the November 20, 2001 meeting.

left on 2nd 5. ✓✓ RZN 01-22.00: An ordinance approving rezoning request RZN 01-22.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The property is zoned A-1, Agricultural, and contains approximately 30.99 acres. The request is to rezone to R-1, Low Density Residential. The ordinance was left on the first reading at the November 20, 2001 meeting.

165-01 PASS 6. CIP: A resolution approving the CIP for 2002-2006.

C. NEW BUSINESS

4354 1. VAC 01-8.00: An ordinance approving vacation request VAC 01-8.00 as submitted by Dave Fulton on behalf of Gerald Tomlinson for property located at 2522 S. College (lot 12 of Taylor Estates). The property is zoned R-1, Low Density Residential and contains approximately 0.10 acres. The request is to vacate an existing utility easement.

166-01 2. OFFER AND ACCEPTANCE: A resolution approving the offer and acceptance contract between the City of Fayetteville and the Board of Trustees of the University of Arkansas for the sale of 4.05 acres of land on South School Street (Genesis Site) for the price of \$459,000, less associated closing costs.

167-01 3. OFFER AND ACCEPTANCE: A resolution approving the offer and acceptance contract between the City of Fayetteville and Bryan Walker III, dated August 13, 2001, for the purchase of 32.91 acres of land on the east side of South School Street (across from Genesis Site) for a price of \$360,000, plus associated closing costs where applicable and the approval of a budget adjustment.

168-01 4. BC/BS: Approval of a RESOLUTION contract with Blue Cross and Blue Shield of Arkansas for the policy year January 1, 2002 through December 31, 2002.

169-01 5. PAY PLAN: Discussion and approval of amendments to the City's pay plan.

170-01 6. BUDGET ADJUSTMENT: RESOLUTION (#257A) TO PAY FOR AN INDEPENDENT WAGE AND SALARY SURVEY FOR THE CITY'S PAY PLAN

BUDGET: A resolution approving the 2002 Operating Budget.

INDEPENDENT
WAGE AND
SALARY
SURVEY FOR
THE CITY'S
PAY PLAN

last yr. policy approved
BC/BS

TABLED

**MINUTES OF A MEETING
OF THE
CITY COUNCIL
NOVEMBER 6, 2001**

A meeting of the Fayetteville City Council was held on November 6, 2001 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Coody, Aldermen, Trumbo, Davis, Santos, Jordan, Thiel, Young and Zurcher, City Attorney Kit Williams, City Clerk Heather Woodruff, Staff, Press, and Audience.

ABSENT: Alderman Reynolds.

FIRST NIGHT: Annual presentation from First Night.

Ms. Toby Kaufman, First Night, gave a presentation explaining their program and their outreach programs to reach different segments of the community.

Ms. Vena Pesero thanked the city for their participation and expressed her feeling about how First Night brought multi-cultural people together with their different programs.

Phil and Glenda expressed the need for the community to join together provide an environment without substance abuse or violence and encourage community events which encouraged healthy lifestyle choices and opportunities for community involvement and opportunity to develop community pride and a sense of community belonging.

Representative from the Boys and Girls Club stated this was their second year for their club members to be involved in First Night. It was a good learning opportunity for the children to be creative and to show off the work that they have done.

A student representative from the University stated First Night provided a non-alcoholic event for University people and a good opportunity for them to become involved in their community.

John Roanack thanked the Council for their participation and stated they had been able to keep the cost of the buttons to twelve dollars. Children under six are admitted free. They also presented several free community activities such as the starlight procession, the parade, creation corner, and the fireworks display. They also gave away buttons to low income families, at risk youth, and disabled students. The first year they had been able to give away thousands of buttons. The second year over fifteen hundred. Last year almost two thousand. This year they hoped to give away over two thousand buttons. He encouraged them to continue their support in the future.

Dr. David Williams thanked the council for their support. They helped with substance abuse, prevention and helping kids develop constructive alternative lifestyles. They helped them with the arts and to bond people from every walk of life together. They helped them transform a community celebration into something wonderful and positive. It was becoming a great winter festival.

NOMINATING COMMITTEE: Appointment of Gary E. Garton to the Fayetteville Housing Authority.

Alderman Santos moved to approve the nominee. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

CONSENT

APPROVAL OF THE MINUTES

LIBRARY: A resolution approving Amendment No. 9 to the contract with Meyer, Scherer and Rockcastle LTD in the amount of \$36,970 for completion of the design, documentation, engineering and construction observations services for off-site utilities work for the new Fayetteville Public Library at 401 W. Mountain; and approval of a budget adjustment.

RESOLUTION 147-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WILSON PARK TENNIS COURTS: A resolution approving a contract with John P. Marinoni Construction for the renovation of the Wilson Park tennis courts in the amount of \$174,716, plus a ten percent project contingency of \$17,470 for a total cost of \$192,186.

RESOLUTION 148-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

TRASH BAGS: A resolution authorizing the purchase of up to 682,672 purple residential trash bags from Phoenix Recycling in the amount of \$82,419 or \$0.1311 per bag to complete annual budgeted purchase of volume based residential trash bags.

RESOLUTION 149-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DBE PROGRAM UPDATE: A resolution accepting and approving the updated DBE participation goal for 2002.

RESOLUTION 150-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Thiel stated on page twenty-two of the minutes at the bottom, "this action was intended to shut down the track." It should read, "this action was *not* intended to shut down the tract."

Alderman Davis moved to approve the Consent Agenda. Alderman Santos seconded the motion. Upon roll call the motion carried unanimously.

OLD BUSINESS

RZN 01-16.00: An ordinance approving rezoning request RZN 01-16.00 as submitted by Ronnie Ball on behalf of William Lazenby for property located at the southwest corner of Millennium Drive and Crossover. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.70 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the second reading at the October 16, 2001, meeting.

Mr. Williams read the ordinance.

Mr. Williams stated a bill of assurance had been offered by the owner. The rezoning would be done the condition of accepting the bill of assurance. He read, "the use of the petitioners property shall be limited to the uses in C-1, plus a liquor store." It could only be used for a liquor store that was required in C-2.

Alderman Davis thanked Tim for the drawings of the structure. He had received one call that asked them not to rezone this tonight. That was the only complaint or person that had asked him not to vote this proposal. He appreciated the bill of assurance. If the liquor store was to cease operation, then the property should revert back to C-1.

Alderman Trumbo asked if this was new liquor store?

Alderman Davis stated this would be moving Dan's Liquor Store from the corner of Rolling Hills and Hwy 71 to this location.

Mr. Lazenby, applicant, stated he did not want to limit it to just the moving a liquor store. It needed to be just "a liquor store." He was building the building to lease to a liquor store. Right now it was Dan. He had some other inquiries.

Mr. Conklin stated he had received a call from the property owner north of Millennium Subdivision, Mr. Robinson, did call in and express his concern about the rezoning. Mr. Robinson is opposed to the rezoning. He feels that with Visa Health Care down the street and other detox facilities that it was not an appropriate location.

Alderman Davis stated he had received calls from Rich and Dotty Brown. He had heard concerns about the design of the building.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4344 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZN 01-17.00: An ordinance approving rezoning request RZN 01-17.00 as submitted by Cynthia Beard and Williams M. Center for property located on the southeast corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.13 acres. The request is rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the October 16, 2001, meeting.

Alderman Santos moved to suspend the rules and go to the second reading. Alderman Davis seconded the motion. Upon roll call the motion passed by a vote of 6-2-0, Jordan and Zurcher voting nay and Mayor Coody voting yea.

Mr. Williams read the ordinance for the second time.

Alderman Jordan stated he had received a petition from that neighborhood of about seventy-five signatures. They did not wish for this to be rezoned. The problem with that area was that the creek would get completely out of its banks. Water would get as far as Eighteenth Street. The people were concerned that if the apartment complex went in there that the water would get into some homes. He knew they were down zoning, but that was not the issue. The issue was that he represented those people in that area. That neighborhood did not want that apartment complex in there. They were concerned about possible flooding and traffic congestion and their quality of life in that neighborhood. These were concerns. If the city could write some sort of contract that would guarantee these people that their homes would not be flooded, he might support this if they would do that. As it stood right now, he could not support this development.

Alderman Davis asked if the developer would be willing to meet with the neighbors.

Mr. Bill McClard, applicant, stated tonight was the first indication that anyone was disappointed with what they were planning to do to this neighborhood. They would be more than happy to meet with the people of the neighborhood and try and explain what they were trying to do.

Alderman Jordan stated on Brooke Street there were homes that were flooding. The point was they were putting in all kinds of new develops, and new development was fine, but there was the possibility that they could be flooding peoples homes. The city was not willing to take responsibility for that flooding. The traffic congestion was going to be another problem.

Mr. McClard agreed to met with the neighbors.

Alderman Santos stated they had ordinances in place. If anybody flooded, it would not have anything to do with this development, if it was developed according to their ordinance. They had the ordinances in place to prevent this kind of thing from happening. He did not believe the flooding fears were founded. He did not believe that if this development was done according to our ordinance, that there was any possibility that they could be adding to the flood risk. They could not

guarantee that there would not be another great flood. This development would not have any impact on whether the great flood came or not. The traffic congestion he found to be silly. Anybody could go out to that intersection and see it was the biggest, emptiest intersection he had ever seen. The infrastructure was already in place.

Mr. McClard stated there were ordinances in place that when they went through large scale they had to have engineering grading that had to be approved. The study had not been made yet. These objections that any project had to go through to make sure that they did not put water onto the neighbors.

Alderman Young stated the neighbors were concerned about flooding. The ordinance addressed it, but if they read the ordinance it just talked about no increased flow onto the neighbors. They had to be very careful about how the ordinance read.

Mr. McClard asked if he was wanting the developer to go back and make sure that no flooding could happen, when it may already exist?

Alderman Young replied no that was not what he was wanting. This was a rezoning. There were two major things that they could consider-flooding and traffic. Whether or not the traffic issue was there, he did not know. He was certain the flooding issue was there. His advice to him was to address the flooding issue, if he wanted to get this rezoning.

Ms. Terry Easton, an area resident, stated she would be a neighbor to this development. What they were discussing at this point in time was a rezoning. They did not know that this development would ever come into being. What they were talking about was a down zoning. No matter who this land was developed by, if it was developed for an industrial usage, they were still going to encounter the same problems if not more problems than what they could encounter if they down zoned the property and worked with this developer to put in a multi-family residential complex, a restaurant and a hotel. She believed these things could be accomplished without affecting the flood plain. She believed this development could move forward without causing flooding problems. She was not opposed to this rezoning. She reminded them that they were considering the rezoning and the development. This was a down zoning and an in-fill project, which was what smart growth was about.

Mr. Allen Gibson, an area resident, stated he was concerned about the wetland and the pollution. He drove through the intersection many times a day. It was busy in the morning and evenings. They were concerned about the traffic. He questioned where the city apartment occupancy stood. Did the city really need more apartments?

Alderman Trumbo stated he was on the University's board for student affairs. Their dorms were at one hundred percent occupancy.

Mr. Gibson stated if the occupancy rate was not over ninety percent he did not see any need for this. All the motels in this area were not filled. There was not a need for another motel. They were concerned about the quality of life and people using their streets to avoid using the large intersection. He was not for this project. He believed his quality of living would go down. Student population would go up. It was an optimum place to make money. He believed if they went for making money rather than the quality of life their children were losing venues around there. They were not going to be able to see a field. He grew up in this town and he had seen the land disappear. It was amazing to him. What were they going to do, have their children walk around on parking lots? He asked if it as necessary.

Alderman Thiel asked if they would prefer to have an industry or factory there.

Mr. Gibson replied absolutely not.

Alderman Thiel stated that was all they were doing was changing the zoning from Industrial to residential. Right now, anybody could go in there and build a factory and any of the things that came in under the industrial zoning.

Mr. Gibson stated that would be unacceptable too.

Mayor Coody stated they would not be able to tell someone that they could not develop the land the way it was zoned. It was zoned Heavy Commercial/Light Industrial now. There were a lot of industries that could move in there tomorrow without having to change the zoning.

Alderman Jordan asked if the Council had the right to appeal the decision of the Planning Commission.

Alderman Young stated it would not be a decision of the Planning Commission. They could get a building permit tomorrow. If it was a large scale development, they would have to go through large scale development.

Mr. Conklin stated with their current zoning they typically saw mini-storage units, warehousing, light manufacturing, used car lots, trailer sales, that type of retail sales. That is the type of development that they have been seeing recently. Industrial looking uses, metal buildings. Their tree ordinance required fifteen percent tree canopy required in I-1 and twenty percent in R-2. They did have more tree preservation with the down zoning. R-2 zoning allowed single family, duplex, triplex, multi-family, up to twenty-four units per acre. The C-2 was going to allow for the hotel. The restaurant was already allowed in the I-1. Looking at the process, they would have to either subdivide it or split it or they could do one large scale development. At minimum, they were going to have to come to the Planning Commission, either for a lot split or a subdivision. If it was larger than one acre they would have to do a large scale development. At that time, it did go through a development review

process. It was a thirty-five day process. It involved three meetings. That was from the first submittal to Planning Commission. At that time, Stormwater, Floodplain, grading, subdivision, zoning, tree preservation, those ordinances would be looked at and the development would have to comply in order to get their development approved at Planning Commission. His feeling in regard to potential uses, C-2 allowed them to enforce their Commercial Design Standards. It did not allow for metal buildings to be constructed. He thought it would be more appropriate to have some type of commercial use than some type of I-1 use, such as mini-storage, warehouse, in that location. As he looked at that corridor he thought it would be beneficial to be able to use their Commercial Design Standards. They did have standards for stormwater retention. They needed to remember that they were looking at land use and how that could develop in the future. Staff had recommended to down zone the property. They would rather see residential, commercial uses rather than metal buildings, warehouse uses or trailer sales.

Alderman Thiel stated if they approved this down zoning, the Council would still have the opportunity to appeal any project offered.

Mr. Conklin replied yes. Tonight they were considering a legislative decision. When they got to the point of developing, and they applied for a large scale development, then the city set out the ordinances they had to meet. They had to instruct the developer how to meet their ordinance. They could not just say no. A rezoning was a policy decision. As staff they had to walk people through a process from start to finish and make sure what their ordinance required. The Planning Commission could not just say "no". They had to make sure they could approve their development, if they do what is required by the ordinance. If they met the ordinances, then their project was approved.

Alderman Zurcher stated if it were economically feasible to build I-1 on that land, that was what would be happening right now. It was a profit motive. He did not believe they were at a risk in having something I-1 develop there.

Mr. Conklin stated that they required the property owner to sign all applications. The property owner had to be willing to sell or rezone the property.

Alderman Zurcher reiterated no one has applied for an application to build on this property in I-1, meaning it was not economically feasible to develop in I-1 or they would have done it. They were saying it was economically feasible to build R-2 here.

Alderman Davis stated they were discussing a rezoning from I-1 to R-2. They had been asked to allow the people who have signed the petition to meet with the developers and to continue this discussion. They needed to decide if they wanted to rezone this tonight or wait. He thought they needed to all them time and table this for two weeks.

Mr. Conklin stated in his office they received at least one phone call a month from someone who wants to develop mini-storage units. They looked at commercially zoned property, which was a conditional use. As the Planning Director, he was not going to support metal storage units in C-2 zones. He would ask them to look for I-1 property.

Mr. Al Vic, an area resident, stated they needed to stop and slow down this type of development. This was not what he called smart growth. This is the developers in total control and no body was going to try and stop it. What ever they could put or enforce upon a quite neighborhood, they were going to do it. It had to stop.

Mayor Coody asked him what he would have them do. Bring them a suggestion. If he were in their shoes what would he do?

Mr. Vic stated he did not know all the legalities, but he did know that other communities have had growth boundaries. They could have ordinances where they had a certain amount of green spaces.

Mayor Coody stated if they wanted this land to be green space, then the city had to buy it. They could not tell land owners that they could not sell their land or that they could not develop it. They did not have the authority to do it. They would have to allow them to develop it in ways that would match their ordinances and the zoning.

Alderman Santos stated their plan did call for this kind of growth. The reason to have an urban growth boundary would be to force people to do this kind of in-fill development because this was what they considered desirable. The infrastructure was already there. This was the desirable kind of development that they wanted. An urban growth boundary would be the thing that would force people to do this kind of development and not prevent them from doing this kind of development.

Mr. Vic stated in-fill could mean different things. It could mean hotels and apartments or single houses on acre lots. People in quite neighborhood should have some property rights. There were huge complexes. He did not believe this was smart growth.

Ms. Easton stated this was a rezoning to bring an R-2 zone next to an already existing R-2 zone. It made more sense to have an R-2 zone next to an R-2 zone than to have an I-1 zone next to an R-2 area. No matter what they believed about the proposed development, it was already a noisy area. It was noisy because of the industrial usages that were forced upon the residents of the area. She asked the Council to support the down zoning. It had nothing to with the developer or what was proposed to be developed on this site. The important part was to get this land down zoned. They may never have an apartment complex on this site. But, they did not want to take the chance of having a concrete company or worse next to this neighborhood.

Ms. Barbara Moorman, an area resident, stated there had not been any extensive discussion on the water. She presented a map of the area illustrating the possible flooding problems. The General Plan mandated that they define and protect areas of significant flood plain. They also had principle number four which stated they were supposed to relate the natural and built environments through community design. The city currently had a contract for a city wide drainage study. The first phase has been completed. That was the drainage manual and ordinance. The second phase was going to be an inventory of the stormwater system. The third phase was a study of the systems water shed. If phases two and three were not finished she did not know how they could ensure anyone of anything. She did not know how they could go on planning new developments, such as this. She thought they should follow their mandate to protect the flood plain. She thought they should postpone doing any developments such as this one until all the studies were done.

THE ORDINANCE WAS LEFT ON THE SECOND READING.

Alderman Santos move that they table the next two items until the next meeting. Alderman Zurcher seconded the motion. Upon roll call the motion carried unanimously.

RZN 01-18.00: An ordinance approving rezoning request RZN 01-18.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located on the Southwest corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 19.39 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the October 16, 2001, meeting.

THE ORDINANCE WAS TABLED ON THE FIRST READING.

RZN 01-19.00: An ordinance approving rezoning request RZN 01-19.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located south of 15th Street between Beechwood Avenue and Razorback Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.86 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the first reading at the October 16, 2001, meeting.

THE ORDINANCE WAS TABLED ON THE FIRST READING.

REAL AND PERSONAL PROPERTY TAX RATE: An ordinance adopting the real and personal property tax rates for 2001 for Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The rate to be adopted is 0.4 mils for real property and 0.4 mils for personal property. There is no millage proposed for general government operations. The ordinance was tabled on the third reading at the October 16, 2001, meeting.

Alderman Trumbo move that they remove the item from the table. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Mr. Steve Davis, Budget Manager, stated this item had been tabled because there was some uncertainty as to whether the City of Fayetteville would be involved in a roll back as dictated by Amendment 59. The city is not subject to a roll back. The current millage of .4 mils for real and personal property for the Fire and Police Pension fund, there was no impediment from that stand point.

Mayor Coody asked shall the ordinance pass. Upon roll call the motion carried unanimously.

ORDINANCE 4345 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

OFFER AND ACCEPTANCE-RAILROAD R-O-W: A resolution approving the offer and acceptance contract between the City of Fayetteville and the Arkansas and Missouri Railroad Company for the purchase of 6.58 acres of railroad right-of-way along the east side of railroad right-of-way and the west side of Gregg Avenue from Poplar Street to the four lane south of the new bridge on Mud Creek for a price of \$263,200. Approval includes purchase price and associated closing costs; and the approval of a budget adjustment. The resolution was tabled at the October 16, 2001, meeting.

Alderman Davis stated the Street Committee had addressed this at their October meeting. It had been unanimous that they purchase this. He presented a map illustrating exactly what they were acquiring. The land went from Popular Street to Van Asche.

Alderman Trumbo moved to approve the resolution. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 151-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Mr. Williams stated there was a separate resolution for the budget adjustment. The total of the budget adjustment was four hundred and ninety-eight thousand one hundred and thirty-four dollars, which included the money for this, plus other projects as listed in the budget adjustment.

Mr. Davis explained the right-of-way street improvements and some park improvements were generally paid for out of sales tax capital improvement funds. In order to purchase this right-of-way they had to make room for this purchase within the sale tax capital improvement fund. They found a water and sewer project that was not needed. That project was Hwy 62 West water line replacement. When the city sold water to Washington Water Authority, they had a large volume of water which would move that pipe line, it had experience frequent breaks. Washington Water Authority had completed their agreement with the two ton loop and had begun buying the majority

of their water from them. It relieved the pressure on the water line on Hwy 62, the breaks have decrease substantially over the last two years and they have concluded that it was not necessary to replace that line now. It may need to be replaced sometime in the future, but it was not needed in the near future. They have money in the sales tax capital improvement fund for the Garland Street water and sewer relocations. The Garland Street improvements are on hold currently pending resolution between the Highway Department, the University, and the School District on improvements to be made on Garland. So they had the opportunity to move the Garland Water and Sewer relocations from sales tax capital improvement fund to the water and sewer fund by reducing the Hwy 62 water line project. If they approved that transaction, then they could add funding for the Gregg Street right-of-way project in the sales tax capital improvement fund as well as add additional money to take advantage of an offer from Motorola to upgrade radio repeater in their radio replacement project, which was a two million dollar public safety/ public works radio system, which would be city wide. It was linked together so that if they needed to have communication between a public works staff member and a public safety member that they had that ability. In order to enhance this radio replacement project, they needed approximately one hundred and twenty seven thousand dollars. It was a repeater that could be done later, but if they did it prior to December 31, the company would give them a thirty thousand dollar price break. An additional project which needed money was Starr Drive. The developer was doing their share of the road improvements. The city needed to do the rest of the improvement so that there would be a consistent street. Additional money was needed for the Sunbridge and Gregg intersection. This intersection project was ready to be bid or implemented as soon as they bought the right-of-way, but it needed a forty-seven thousand dollars more.

Mr. Greg Boettcher, Public Works Director, stated both sides of the street were within the city limits. The developer had to do a half street improvement on their side, while they were improving one lane, the decision was to improve the other lane. Details on that would come to the Council at the next meeting.

Alderman Davis moved to approve the budget adjustment. Alderman Jordan seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 152-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

ANX 01-3.00: An ordinance approving annexation request ANX 01-3.00 as submitted by Andy Feinstein on behalf of Don Hendricks and Eric Harper for property located at 4840 Constitution Drive. The request is to annex into the city approximately 8.74 acres currently located in the Planning Area.

Mr. Williams read the ordinance for the first time.

Alderman Jordan moved to suspend the rules and move to the second reading. Alderman Santos seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the second time.

Alderman Davis moved to suspend the rules and move to the third and final reading. Alderman Jordan seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the third time.

Mayor Coody asked shall the ordinance pass. Upon roll call the motion carried unanimously.

ORDINANCE 4346 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZN 01-20.00: An ordinance approving rezoning request RZN 01-20.00 as submitted by Colleen Pancake for property located at 302 S. Gregg Street. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 0.16 acres. The request is to rezone to R-S, Residential Small Lot.

Mr. Williams read the ordinance for the first time.

Mr. Conklin explained there was one house on this lot. This was zoned I-1 with a residential use. The city was bringing this to them as part of their Community Development Division renovating her house. Due to the nonconforming use status they had to rezone the property. The city is requesting this rezoning and they have waived her fees.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Jordan seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the second time.

Alderman Santos moved to suspend the rules and move to the third and final reading. Alderman Jordan seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the third and final time.

Mayor Coody asked shall the ordinance pass. Upon roll call the motion carried unanimously.

ORDINANCE 4347 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZN 01-21.00: An ordinance approving rezoning request 01-21.00 as submitted by Chris Brackett of Jorgensen and Associates on behalf of Louise Sager and Paul Guisinger for property located west of Shiloh Drive, east of Deane Soloman Road and north of Porter Road. The property is zoned A-1, Agricultural and contains approximately 1.02 acres. The request is to rezoned to C-1, Neighborhood Commercial.

Mr. Williams read the ordinance for the first time.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the second time.

Alderman Jordan moved to suspend the rules and move to the third and final time. Alderman Santos seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the third and final time.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4348 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

YARD WASTE SUBSCRIPTION FEE: An ordinance repealing yard waste subscription fees.

Mr. Williams read the ordinance for the first time.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the second time.

Alderman Jordan moved to suspend the rule and move to the third reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the third and final time.

Mayor Coody asked shall the ordinance pass. Upon roll call the motion carried unanimously.

ORDINANCE 4349 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

LIQUOR STORE PERMITS: A resolution to request that the Alcohol Beverage Commission issue no additional permits for liquor stores within the City of Fayetteville.

Alderman Trumbo stated he was not wanting to place a moratorium on new liquor permits or to inhibit new liquor stores in Fayetteville other than to what the State did, which was one liquor store per four thousand residents. What this resolution asked to ABC Commission was for them to think of Fayetteville as a political subdivision and not as the census that was taken in 2000 for the entire Washington County. The reason for this resolution is to equate in a more equitable manner the amount of liquor permits the city will have going forward for the next ten years. The law was put in place based on the census of Washington County. He wanted to ask the ABC Board to look at applying the one permit per four thousand on the City of Fayetteville's population because they have not been growing as fast as the county. He noted liquor stores were heavily regulated by the State of Arkansas.

Alderman Thiel asked if the five new permits which could be issued were to last between now and the next census in ten years.

Alderman Trumbo replied yes.

Alderman Theil stated the City of Fayetteville was projected to grow. They were limited to five permits in Washington County or if they changed this, no more in Fayetteville. She realized that there was possibly too many right now, but the five new permits were to last them the next ten years. Their population was going to grow. Liquor stores did provide money to the city's coffers.

Alderman Trumbo stated if they added five more stores they would be taking those tax dollars from existing stores and spreading it out.

Sargent Hardy, Juvenile Detective Division, stated he oversaw the alcohol enforcement and the application of ABC alcohol permits. They had far more problems with bars. Liquor stores have been more stable and have created fewer violations than their bars and night clubs.

In response to questions, Mr. Hardy stated if all five permits were to come at one time, it could possibly cause their environment to become unstable. If they were spread over the next ten years it would not be to much of a problem.

Mr. Jay Golesbee, an area resident and business person, stated this was a free enterprise but with regulations. The city regulated the hours that the could operate. He did not see this as limiting competition. All they were asking was that the council consider adopting the same guidelines that the State of Arkansas uses and limit the number of permits to one per every four thousand.

In response to questions, Mr. Golesbee stated if the permits were issued outside of Fayetteville, then it would take sale tax revenue from Fayetteville, but if they were issued in Fayetteville it still would not increase the revenue. It would just redistribute where it came from. There were a lot of areas in the county that were dry. This resolution would limit the number of stores in Fayetteville.

Mr. Dennis Bee stated he was wanting to move his liquor store. His was wanting to serve the community in a different location hopefully on the west side of town.

Alderman Zurcher moved to approve the resolution. Alderman Jordan seconded the motion. Upon roll call the motion failed by a vote of 1-6. Trumbo voting yea.

Meeting adjourned at 8:45p.m.

INFORMATIONAL ITEMS:

GRANT REVIEW: Review of Arkansas Department of Aeronautics grant request.

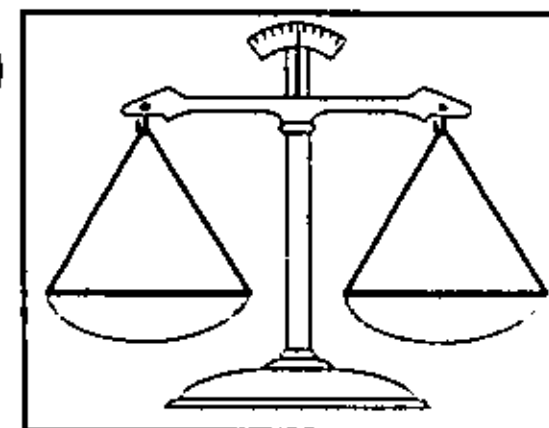
CHAMPIONS OF CHARACTER: 2000-2001 final report from Champions of Character.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

C.C.
12/4/01

DEPARTMENTAL CORRESPONDENCE

TO: Aldermen

FROM: Kit Williams, City Attorney

A handwritten signature in dark ink, appearing to read 'Kit Williams', written over a horizontal line.

DATE: December 4, 2001

RE: Private company collecting refuse in the city limits

Attached is §50.29 Private collectors; contract with city required.

As you see this ordinance (codified at least as far back as 1965) prohibits any private person from collecting garbage or transporting it on city streets without a written contract with the city.

This means that unless a private garbage collector such as Roll-off or Waste Management obtains a written contract with the City to permit them to haul off garbage from city residents or businesses, they would be violating this ordinance.

Any contract these businesses would enter into with another Fayetteville business to haul off that business' garbage or trash would probably be unenforceable unless the trash hauler had a written contract with the City to permit them to haul such garbage or trash. Normally contracts entered into in violation of the law are invalid and unenforceable.

§ 50.24 City not obligated to collect and remove construction refuse and wood.

This chapter shall not in any way require nor obligate city employees or city trucks to collect and remove refuse or debris resulting from construction on property where buildings are being repaired, remodeled, razed, or are under construction, nor to collect and remove wood and limbs resulting from the removal of trees on private property, nor to clean out incinerators, nor to render any other service unless specifically provided for in this chapter.

(Code 1965, § 10-10; Ord. No. 1194, 4-6-59)

§ 50.25 Collection and removal of mineral, manufacturing and processing wastes.

Mineral, manufacturing or processing wastes to include sawdust and like residue, shall not be considered garbage or trash as defined or outlined in this Code. The service of collecting, removing, and disposing of mineral, manufacturing or processing waste to include sawdust and like residue shall not be rendered by the city public works department, unless a written contract between the owner, occupant, tenant, or lessee desiring the service and the city has been negotiated.

(Code 1965, § 10-11; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68)

§ 50.26 Bulk hauling.

Failure to comply with the provisions of § 50.20, resulting in special or additional garbage or trash service will result in additional charges to the user at the rate specified in §§ 50.40 through 50.45.

(Code 1965, § 10-14; Ord. No. 1619, 8-19-68)

§ 50.27 Separation, collection, or removal of materials at disposal grounds.

All junk and other materials placed on the city disposal grounds shall be the property of the city, and no person shall be allowed to separate, collect, carry off or dispose of same, except under the written direction of the mayor.

(Code 1965, § 10-15; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68)

Cross reference—Penalty, § 10.99.

§ 50.28 Application of collection and removal to service outside city limits.

If garbage and trash collection and removal service by the city is extended to include owners, occupants, tenants, or lessees of residences, commercial, public, or private institutions, business establishments, or any other buildings or structures occupied or used for any other purpose not herein stated, and located outside the corporate limits of the city, such service shall be subject to all the provisions of this chapter.

(Code 1965, § 10-16; Ord. No. 1194, 4-6-59)

§ 50.29 Private collectors; contract with city required.

No person, except a duly authorized agent or employee of the city, shall empty garbage or trash receptacles, or convey or transport garbage or trash on the streets or public thoroughfares of the city, without a written contract with the city.

(Code 1965, § 10-46; Ord. No. 1194, 4-6-59)

Cross reference—Penalty, § 10.99.

COLLECTION CHARGES; BILLING

§ 50.40 Rates for services.

(A) Residential service.

- (1) Collecting, hauling and disposing of garbage shall be provided one time each week. Single-family dwellings or each multifamily dwelling unit rates shall be:

1997	\$8.50 per month for two cans. Said cans shall not exceed 32 gallons each.
1998	\$8.75 per month for two cans. Said cans shall not exceed 32 gallons each.
1999 and each year thereafter	\$9.25 per month for two cans. Said cans shall not exceed 32 gallons each.

(See Addendum A)

- (2) The collection, hauling and disposal of leaves, grass and bundled brush shall be done one time per week on a subscription basis. The subscription charges shall be:

Full year of service (January 1 to December 31)	\$24.00
Service for the 2nd, 3rd and 4th quarters (April 1 to December 31)	18.00
Service for the 3rd and 4th quarters (July 1 to December 31)	12.00
Service for the 4th quarter only (October 1 to December 31)	10.00

- (3) Residential service customers shall receive bulk brush collection at no charge two times per year.

(B) Commercial service.

- (1) The monthly commercial rate for commercial 95 gallon cart customers shall be:

95 Gallon Carts	1997	2000 and each year thereafter
1 pickup per week	\$15.14	\$15.90

**MEMORANDUM OF AGREEMENT
BETWEEN
THE ARKANSAS SOIL AND WATER CONSERVATION COMMISSION
AND
THE MUNICIPALITY OF CITY OF FAYETTEVILLE, ARKANSAS
ESTABLISHING THE PLANNING AND DESIGN SCHEDULE
FOR WASTEWATER TREATMENT FACILITY IMPROVEMENTS
FUNDED BY THE REVOLVING LOAN FUND**

I. INTRODUCTION AND PURPOSE

The Municipality of City of Fayetteville, hereinafter referred to as the "applicant", is applying for funding assistance from the Revolving Loan Fund (RLF) program administered by the Arkansas Soil and Water Conservation Commission, hereinafter referred to as ASWCC.

Prior to project funding, planning and design requirements of the program must be fulfilled, and an RLF application certified in accordance with the Administrative Control Section of the RLF Priority System.

The purpose of this Memorandum of Agreement (MOA) is to define the conditions and terms under which planning, design and application documents will be submitted by the applicant and reviewed by ASWCC.

II. GENERAL PROVISIONS

1. No document submittal date contained herein shall take precedence over document submittal dates contained in any ASWCC or EPA compliance schedule.
2. The refusal of ASWCC to accept and review project documents submitted in violation of this MOA schedule does not discharge the applicant from meeting any requirements of its compliance schedule.
3. If the applicant fails to meet a submittal date contained herein and has not requested a change to that date in accordance with Section IV.2. of this MOA, ASWCC will add one percent to the interest rate of any loan agreement that the applicant may enter into based on this MOA.

III. PROCEDURES

1. The applicant will develop all planning and design documents in accordance with the requirements of 40 CFR Part 35, Subpart K and APC&E Regulation Number 10.

2. All subagreements for planning and design engineering services shall contain a damages clause addressing the nonperformance or negligence of the consulting engineering firm as required by the ASWCC. This clause shall incorporate the submittal schedule from this MOA as a part of the subagreement and provide protection to the applicant for failure of performance by the consulting engineering firm. The executed subagreement shall be submitted to ASWCC for review and approval of this clause when this Memorandum of Agreement is signed by the applicant.

3. The applicant will submit all planning, design and application documents under the schedule presented below:

RECEIPT

SUBMITTAL SCHEDULE DATE BY ASWCC

- | | |
|---|-------------------|
| A. Preliminary Engineering Report, I/I Analysis and first submittal of the Application * SEE NOTE BELOW | January 15, 2002 |
| B. Draft Environmental Information Document (EID) | January 15, 2002 |
| C. Final EID with Public Participation Documents and Final Engineering Report | March 1, 2002 |
| D. Proposed User Charge Ordinance with Rate Structure Documentation (RLF-122) and Proposed Sewer Use Ordinance | November 26, 2002 |
| First Submittal (First Contract Section), of Plans and Specifications (P&S) and Project Performance Workplan | January 15, 2003 |
| F. Enacted User Charge Ordinance with Rate Structure Documentation and Enacted Sewer Use Ordinance | February 11, 2003 |
| Final P&S (First Contract Section), Project Performance Workplan and the Final Application (including the Agreement for Construction Phase Engineering Services) | March 11, 2003 |

4. Target date for application certification is April 30, 2003.

*** NOTE** At this time, review public participation requirements:

1. Schedule public meeting to discuss alternatives (30-day notice).
2. After public meeting, schedule public hearing to discuss selected alternative and receive general comments from the public (45-day notice). Mail EID and appropriate notices to State and Federal agencies.
3. Hold public meeting and public hearing at scheduled times in accordance Environmental Review requirements (RLF-99).

IV. NOTIFICATION AND REVISIONS

1. ASWCC will remind the applicant, through written notification, of each document due date at least 30 days prior to its scheduled submittal.

2. Revision(s) of submittal dates shown in Section III.3. above can be made, if requested fifteen (15) days prior to the scheduled date, and upon the determination by ASWCC that adequate justification for those revisions has been supplied.

V. EFFECTIVE DATE

This agreement will be in effect on the date of the Executive Director's signature.

For the Arkansas Soil and Water
Conservation Commission

For the City of Fayetteville,
Arkansas

J. Randy Young, PE
Executive Director

Dan Coody, Mayor

Date
Date

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of December 4, 2001

FROM:

Connie Edmonston
Name

Park & Recreation
Division

Urban Development
Department

ACTION REQUIRED:

Approval of Request of Proposal #01-11 and contract for Lake Sequoyah Boatdock Operator with Richard Utley in the amount of \$23,700.

COST TO CITY:

\$23,700

Cost of this Request

1010-5250-5315.00

Account Number

Project Number

52,820 (Subject to Council
Category/Project Budget adopting a
budget for 2002)

Funds Used To Date

52,820
Remaining Balance

Contract Services
Category/Project Name

Lake Recreation
Program Name

General Fund
Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

(Subject to an approved budget for 2002)
Budget Manager Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Misha Farkis
Accounting Manager

11/7/01
Date

Nancy Smith
Internal Auditor

11/8/01
Date

D. Whitton
City Attorney

11/8/01
Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Resolution to Adopt Contract for Lake Sequoyah Boatdock Operator with Richard Utley.

Connie Edmonston
Division Head

11-6-01
Date

Hugh Earnest
Department Director

11-6-01
Date

William H. Whitton
Administrative Services Director

11/15/01
Date

Ken Coody
Mayor

11/16/01
Date

Cross Reference

New Item: ☒ Yes ☐ No

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and City Council

THRU: Hugh Earnest, Urban Development Director

FROM: Connie Edmonston, Parks & Recreation Superintendent *C.E.*

DATE: November 2, 2001

RE: Resolution to Adopt Contract for Lake Sequoyah Boatdock Operator

Background

A new contract for the Lake Sequoyah Boatdock Operator is required on January 1, 2002. The term of the contract is one year. The contract may be automatically renewed for five consecutive one year terms, with a compensation adjusted each renewal period by three percent of the contracted amount for the prior year. Frank Thorpe operated the boatdock for the past six and a half years until his death on May 1, 2001. Mrs. Thorpe and Richard Utley have operated the lake until the end of the year as approved by City Council in May.

Current Status

Two bids for the Lake Sequoyah Boatdock Operator RFP were received. On October 29, 2001, the Professional Selection Committee interviewed the two applicants.

Recommendation

The Professional Selection Committee and Park Staff recommend Richard Utley be awarded the Lake Sequoyah Boatdock Operator's Contract in the amount of \$23,700. Mr. Utley worked full-time for Frank Thorpe for the past three years in the operations of Lake Sequoyah. The City has been very pleased with Mr. Utley's performance. Attached is a copy of his resume.

Attachments:

Contract

Richard Utley Resume

CITY OF FAYETTEVILLE
Lake Sequoyah Boat Dock Operator Contract

OPERATING CONTRACT FOR LAKE SEQUOYAH BOAT DOCK

For the total amount of **\$1,975.00** to be paid in monthly installments, **Richard Utley** (the "Contractor") agrees to provide the list of services and requirements to the City of Fayetteville beginning January 1, 2002 and ending on December 31, 2002. The term of this agreement is for a twelve month period. Either party may cancel this contract by giving the other party thirty days written notice of cancellation. **Richard Utley** (the "Contractor") further certifies possession of the initial capital monies to commence boat dock operations.

The City agrees to pay the Contractor in current funds for the performance of the listed services and requirements by making payments to the contractor no later than the 15th of each month.

CONTRACTED SERVICES AND REQUIREMENTS

1. Contractor shall operate and manage the Lake Sequoyah Boat Dock. Shall be an independent contractor, not an employee of the City. Opens and closes the lake gates seven days a week at sunrise and sunset. The Lake Sequoyah Boat Dock is closed each year from December 24 through January 14. The operator is responsible for supervising the boat dock during this time.
2. Collect boat stall rentals, storage rentals, fishing permits, and boating permits. These fees are submitted to the Parks and Recreation Office on a weekly basis.
3. Prepare reports and keep records as required by the Parks and Recreation Superintendent.
4. Enforce lake rules and regulations as adopted by the Fayetteville Code of Ordinances Chapter 97, Section 97.070 and 97.999.
5. Purchase and provide proof of liability insurance with a minimum coverage of:
\$300,000.00 for one person involved in death or injury.
\$500,000.00 for two or more persons involved in death or injury.
6. Receive prior approval from the Parks and Recreation Superintendent, for any special event conducted at Lake Sequoyah.
7. Mow the yard surrounding the boat dock office and dock area to maintain a manicured appearance.
8. Pick up trash and clean the office and bathroom on a daily basis. Contractor is to supply cleaning and bathroom supplies.
9. Conduct the following at the Lake Sequoyah Boat Dock:
 - a. Sell concessions in compliance with all applicable State & Federal Laws,

Municipal Ordinances, Health Department Regulations and the rules and regulations of all authorities having jurisdiction over the performance of this project.

- b. Sell fish bait.
 - c. Provide other services which the Parks and Recreation Superintendent determines will enhance the operation of Lake Sequoyah.
10. On call to the boat dock operations 24 hours a day.
11. Upon budget approval by the City Council, the term of the Contract shall be for one (1) year. However, said Contract may automatically renew for four (4) consecutive one (1) year terms, with compensation being adjusted each renewal period by the Consumer Price Index for the prior year. Such automatic renewal shall be subject to budget approval by the City Council.
12. Either party may terminate this contract at any time by giving the other party thirty (30) days written notice of termination.

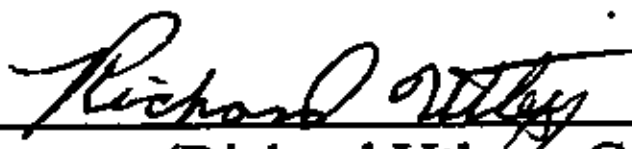
IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which will be deemed an original, in the year and day first above mentioned.

CITY OF FAYETTEVILLE, ARKANSAS
(City)

ATTEST:

Heather Woodruff, City Clerk

DAN COODY, Mayor



(Richard Utley - Contractor)

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of December 4, 2001

FROM:

Richard L. Watson	Police	Police
Name	Division	Department

ACTION REQUIRED: Accept bid 01-53 to purchase 150 Smith and Wesson Model 4006TSW less the trade-in of City owned guns and adopt a budget adjustment. The low bidder was Police Supply DBA Cruiser Tech of Tulsa, Oklahoma.

COST TO CITY:

\$70,027.80	\$8,539.00	Handgun Replacement
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5890.00	\$0.00	Police Improvements
Account Number	Funds Used To Date	Program Name
99017	\$8,539.00	Sales Tax Capital Improvement
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached

[Signature]
Budget Manager Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>[Signature]</u> Accounting Manager	<u>11/16/01</u> Date	<u>[Signature]</u> Internal Auditor	<u>11/16/01</u> Date
<u>[Signature]</u> City Attorney	<u>11/16/01</u> Date	<u> </u> Date	<u> </u> Date
<u> </u> Purchasing Officer	<u> </u> Date	<u> </u> Date	<u> </u> Date

STAFF RECOMMENDATION: Award bid 01-53 for the purchase 150 Smith & Wesson Model 4006STW to Police Supply DBA Cruiser Tech with trade-in of City guns as listed on the bid and approve the budget adjustment.

Division Head	Date
<u>[Signature]</u> Department Director	<u>11-16-01</u> Date
<u>[Signature]</u> Administrative Services Director	<u>11/20/01</u> Date
<u>[Signature]</u> for	<u>11/20/01</u> Date

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #:

Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

M E M O R A N D U M

TO: Mayor Dan Coody

FROM: Richard L. Watson, Chief of Police *R. Watson*

DATE: November 16, 2001

SUBJECT: Handgun Replacement Purchase

Attached you will find a request for the City Council to award a bid and approve a budget adjustment regarding the purchase of replacement handguns for our police officers.

The handguns our officers currently carry were put into service in 1991 and the model is no longer manufactured. Because of the age of the weapons and the number of practice rounds shot through these weapons, they have begun to have various parts fail. Our department's armorers have been keeping the guns repaired, but replacement parts are increasingly hard to find.

This project was planned through the CIP and monies were allocated. We are trading-in 145 department owned weapons at a value of \$ 35,450 to help offset the purchase price of \$ 101,992.50. We had hoped to also trade-in some previously forfeited weapons as a further cost savings, but were unable to do so because current State law prevents that.

The Budget Adjustment is accomplished by changing the scope of the generator project to only include the replacement of the generator. The addition of circuits that receive emergency power will be re-budgeted in future years. The items that would have been purchased through the Specialized Police Equipment project will be postponed until the 2002 Capital budget. The office partition project is complete and these funds are available. The purchase of replacement handguns takes priority over the postponement of these other projects.

Thank you for your consideration of this project. If you have any questions please give me a call.

City of Fayetteville
 Bid Tabulation
 Bid #01-53

Opened 11/8/2001 at 2:00 p.m.

Item #	Description	Quantity	Vendor		Total	Vendor		Total
			Police Supply	Law Enforcement		Equipment	Equipment	
			DBA Cruiser Tech					
1	Smith & Wesson Model 4006TSW	150	\$679.95		\$101,992.50		\$725.28	\$108,792.00
	Trade-In Allowance							
2	S & W Model 4026	105	\$250.00		\$26,250.00		\$190.00	\$19,950.00
3	S & W Model 4013	20	\$225.00		\$4,500.00		\$215.00	\$4,300.00
4	S & W Model 17	9	\$175.00		\$1,575.00		\$150.00	\$1,350.00
5	S & W Model 18	3	\$175.00		\$525.00		\$150.00	\$450.00
6	S & W Model 66	2	\$200.00		\$400.00		\$185.00	\$370.00
7	S & W Model 66	1	\$200.00		\$200.00		\$185.00	\$185.00
8	S & W Model 60	1	\$200.00		\$200.00		\$190.00	\$190.00
9	Remington Model 700 ADL	1	\$225.00		\$225.00		\$175.00	\$175.00
10	Steyr Model SSG69	1	\$700.00		\$700.00		\$550.00	\$550.00
11	Steyr Model SSG69	1	\$700.00		\$700.00		\$550.00	\$550.00
12	Remington Model 870	1	\$175.00		\$175.00		\$100.00	\$100.00
	Total trade-in				\$35,450.00		\$28,170.00	
	Total after trade-in				\$66,542.50		\$80,622.00	

R. Williams 11/8/01
 Purchasing Office

Judy Cohen 11/8/01
 Witness

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Police	Date Requested	Adjustment #
2001	Division: Capital Improvements	11/15/2001	
	Program: Police Handgun Replacement		

Project or Item Requested: Funds to complete the purchase of 150 Smith and Wesson Model 4006TSW per bid #01-53.	Project or Item Deleted: Balance of project 99016 Emergency Generator \$ 40,531.00 Balance of project 00021 Specialized Police Eq. \$12,631.00 Balance of project 99023 Office Partitions \$ 850.00
--	--

Justification of this Increase: The Department had planned to trade-in an additional 130 guns. These guns had been forfeited to the Fayetteville Police Department over the past few years. After requesting the City Attorney verify the legality of trading in these guns it was determined that it was not within the limits of Arkansas State Law. Therefore this budget adjustment became necessary.	Justification of this Decrease: The generator was replaced in Decemeber of 2000. The balance was to add additional circuits to be supplied by the emergency generator when the electricity is off. This will be rebudgeted in future years. The Specialized Police Equipment will be purchased with 2002 Capital funds. The office partition project is complete.
--	--

Increase Expense (Decrease Revenue)						
Account Name	Amount	Account Number				Project Number
Minor Equipment	54,012	4470	9470	5890	00	99017
Decrease Expense (Increase Revenue)						
Account Name	Amount	Account Number				Project Number
Fixed Assets	40,531	4470	9470	5801	00	99016
Fixed Assets	850	4470	9470	5801	00	99023
Fixed Assets	12,631	4470	9470	5801	00	00021

Approval Signatures		Budget Office Use Only				
Requested By	Date	Type:	A	B	C	D E
	11-16-01	Date of Approval				
Budget Manager	Date	Posted to General Ledger				
	11-16-01	Posted to Project Accounting				
Department Director	Date	Entered in Category Log				
	11/20/01					
Admin. Services Director	Date					
Mayor	Date					

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.: **15-01**
 Date: **15-01-01**
 Expected Delivery

Vendor #: **9384** Vendor Name: **Cruiser Tech**

Address: **6120 E. Admiral PI**

City: **Tulsa** State: **OK** Zip: **74115**

Requester: **J. Cohea**

FOB Point: _____

Ship To Code: **21**

*Requester's Employee#: **75**

Extension: **510**

Division Head Approval: *R. Watson*

Mail: Yes ___ No ___ XX ___

Taxable: Yes ___ XX ___ No ___

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #
1	Gun S&W Model 4006STW per bid 01-53	139	EA	\$679.95	\$94,513.05	4470-9470-5890.00	99017/01	
2	Less trade-in	1	EA	-\$35,450.00	-\$35,450.00	4470-9470-5890.00	99017/01	
3	Gun S&W Model 4006STW per bid 01-53	11	EA	\$679.95	\$7,479.45	1010-1519.00		
4		0		\$0.00	\$0.00			
5		0		\$0.00	\$0.00			
6		0		\$0.00	\$0.00			
7		0		\$0.00	\$0.00			
8					\$0.00			
9					\$0.00			
10					\$0.00			
11					\$0.00			
	SHIPPING/HANDLING							

Special Instructions:

Subtotal: \$66,542.50

Tax: \$3,485.30

TOTAL: \$70,027.80

Approvals: _____

Mayor: _____

Admin. Services Director: _____

Department Director: _____

Purchasing Manager: _____

Budget Coordinator: _____

Data Processing Mgr: _____

M E M O R A N D U M

TO: Mayor Dan Coody

FROM: Richard L. Watson, Chief of Police

DATE: November 16, 2001

SUBJECT: Handgun Replacement Purchase

Attached you will find a request for the City Council to award a bid and approve a budget adjustment regarding the purchase of replacement handguns for our police officers.

The handguns our officers currently carry were put into service in 1991 and the model is no longer manufactured. Because of the age of the weapons and the number of practice rounds shot through these weapons, they have begun to have various parts fail. Our department's armorers have been keeping the guns repaired, but replacement parts are increasingly hard to find.

This project was planned through the CIP and monies were allocated. We are trading-in 145 department owned weapons at a value of \$ 35,450 to help offset the purchase price of \$ 101,992.50. We had hoped to also trade-in some previously forfeited weapons as a further cost savings, but were unable to do so because current State law prevents that.

The Budget Adjustment is accomplished by changing the scope of the generator project to only include the replacement of the generator. The addition of circuits that receive emergency power will be re-budgeted in future years. The items that would have been purchased through the Specialized Police Equipment project will be postponed until the 2002 Capital budget. The office partition project is complete and these funds are available. The purchase of replacement handguns takes priority over the postponement of these other projects.

Thank you for your consideration of this project. If you have any questions please give me a call.

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of December 4, 2001

FROM: Richard L. Watson Police Police
Name Division Department
ACTION REQUIRED: Approve Radio Maintenance contract to Motorola Inc in the amount of \$21,087.43. This is to cover the radio equipment previously owned by the city that is not covered under the warranty of the new system.

COST TO CITY:
\$21,087.43.00 21,087.43 Radio Maintenance
Cost of this Request Category/Project Budget Category/Project Name
Various Accounts Various Programs
Account Number Funds Used To Date Program Name
N/A 21,087. Various Funds
Project Number Remaining Balance Fund

BUDGET REVIEW: X Budgeted Item Budget Adjustment Attached

[Signature] Administrative Services Director
Budget Manager

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marsha Leithing 11/16/01 Nancy Smith 11/16/01
Accounting Manager Date Internal Auditor Date
[Signature] 11/16/01
City Attorney Date ADA Coordinator Date

Purchasing Officer Date

STAFF RECOMMENDATION: Authorize Mayor and City Clerk to enter into contract with Motorola Inc for radio maintenance.

Karl Steel 11-15-01
Division Head Date
[Signature] 11-16-01
Department Director Date
[Signature] 11/20/01
Administrative Services Director Date
[Signature] 11/20/01
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #:

Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Members of the City Council

FROM: Richard L. Watson, ^{By R. Watson} Chief of Police

DATE: November 15, 2001

SUBJECT: Approve contract to Motorola, Inc for Radio Maintenance.

This contract is for a one year period from January 1, 2002 through December 31, 2002. The annual amount for this contract is \$21,087.43. Motorola, Inc. was selected to handle our radio maintenance for the following reasons:

- ✓ The subcontractor Smith Two Way is the only authorized Motorola service and repair facility in Northwest Arkansas.
- ✓ The subcontractor has an experienced staff of technicians which will be assigned to our contract.
- ✓ Motorola offers factory authorized training at no cost to the authorized service centers to ensure they have the best trained personnel in the radio industry.
- ✓ Motorola offers Field Technical Representation Services (engineers) who are available to assist subcontractors when problems arise. This service is provided free to Motorola maintenance customers when needed.

This covers the radio equipment previously owned by the City of Fayetteville that is not covered under the warranty of the new system.



Jim Slusser
Customer Support Manager
637 Shady Bridge Lane
Keller, Texas 76248
james.slusser@motorola.com

SERVICE QUOTE

v4.3 Build 0020

Motorola
A. 4. Page 3

(817) 788-2640 Phone
(817) 605-0971 Fax

TO:
Kathy Stocker
Dispatch Manager
City of Fayetteville, AR
113 West Mountain Street
Fayetteville, AR 72701
(501) 587-3561
(501) 587-3563

Phone
Fax

TERMS	Attached
ANNUAL TOTAL	\$ 19,988.04
MONTHLY TOTAL	\$ 1,665.67

Thank you for your inquiry dated:

15-Nov-01

We are pleased to quote you the following:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	ANNUAL EXT
	SVC01SVC1220	Radio Repair Service	\$675.99	\$8,111.88
13	SVC467AA	ENH: MCS2000		
32	SVC508AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)		
96	SVC469AA	ENH: MTS2000		
	SVC01SVC1423	Local Radio Support Service	\$355.75	\$4,269.00
13	SVC366AA	ENH: MCS2000		
32	SVC408AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)		
96	SVC368AA	ENH: MTS2000		
	SVC01SVC1420	Local Infrastructure Repair Service	\$680.00	\$8,160.00
5		HLN1024 Paging Decoder		
5		Micor Repeaters		
	SVC984	Field Response Services	(\$46.07)	(\$552.84)
1		Annual Payment Discount		

ION	SERVICES DESCRIPTION	MONTHLY EXT	ANNUAL EXT
	Subtotal - Recurring Services	\$1,665.67	\$19,988.04
	Subtotal - One-time Event Services		\$0.00
	Grand Total		\$19,988.04

We will be happy to supply any further information you may need and trust that you will call on us to fill your order, which will receive our prompt and careful attention. This quote is provided for informational (or budgetary) purposes only and does not constitute an offer to sell.

This quotation is valid until:

~~2/T3/2002~~

PER 

11/15/01

DATE _____



1307 East Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

SERVICE AGREEMENT

Motorola
A. 4. Page 5

Agreement Order #: 0619013560401

Supersedes Agreement #(s): 615000814

Date: 11/15/2001

Company Name: City of Fayetteville, AR

Attn:

Billing Address: 113 West Mountain Street

City, State, Zip: Fayetteville, AR 72701

Customer Contact: Kathy Stocker

Phone: (501) 587-3561

Fax: (501) 587-3563

Required P.O.: No

Customer #: 1011442374

Bill to Tag #: Fayetteville, AR 72701

Contract Start Date: 01/01/02

Contract Expiration Date: 12/31/02

Auto Renew: No

Payment Cycle: Annually

Tax Exempt: No

PO #:

Qty	Model/Option	Description	Monthly Ext	Annual Ext
13	SVC01SVC1220	Radio Repair Service	\$ 675.99	\$ 8,111.88
32	SVC467AA	ENH: MCS2000		
96	SVC508AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)		
	SVC469AA	ENH: MTS2000		
13	SVC01SVC1423	Local Radio Support Service	\$ 355.75	\$ 4,269.00
32	SVC366AA	ENH: MCS2000		
96	SVC408AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)		
	SVC368AA	ENH: MTS2000		
5	SVC01SVC1420	Local Infrastructure Repair Service	\$ 680.00	\$ 8,160.00
5		HLN1024 Paging Decoder		
		Micor Repeaters		
1	SVC984	Field Response Services	\$ (46.07)	\$ (552.84)
		Annual Payment Discount		

Additional terms, definitions and conditions of this SERVICE AGREEMENT are attached.

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Micor Repeaters and Paging Decoders covered 24X7.
All subscriber units will be delivered to Smith Two-Way.
Subscriber units are serviced during normal business hours.

SUBTOTAL - RECURRING SERVICES \$ 1,665.67 \$ 19,988.04

SUBTOTAL - ONE-TIME EVENT SERVICES \$ -

TOTAL \$ 1,665.67 \$ 19,988.04

TAXES \$ - \$ -

GRAND TOTAL \$ 1,665.67 \$ 19,988.04

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

SUBCONTRACTOR(S)	CITY	STATE
MOTOROLA - RADIO SUPPORT CENTER	ROCKFORD	IL
SMITH TWO-WAY RADIO, INC.	FAYETTEVILLE	AR

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME) 	Customer Support Manager	11/15/01
MOTOROLA REPRESENTATIVE (SIGNATURE) Jim Slusser	TITLE (817) 788-2640	DATE (817) 605-0971
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX



1307 East Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

SERVICE AGREE

Motorola
A. 4. Page 7

Agreement Order # : 0619013560401

Supersedes Agreement #(s) : 615000814

Date: 11/15/2001

Company Name: City of Fayetteville, AR

Attn:

Billing Address: 113 West Mountain Street

City, State, Zip: Fayetteville, AR 72701

Customer Contact: Kathy Stocker

Phone: (501) 587-3561

Fax: (501) 587-3563

Required P.O.: No

Customer # : 1011442374

Bill to Tag # : Fayetteville, AR 72701

Contract Start Date: 01/01/02

Contract Expiration Date: 12/31/02

Auto Renew: No

Payment Cycle: Annually

Tax Exempt: No

PO # :

Qty	Model/Option	Description	Monthly Ext	Annual Ext
13	SVC01SVC1220	Radio Repair Service	\$ 675.99	\$ 8,111.88
32	SVC487AA	ENH: MCS2000		
96	SVC508AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)		
	SVC469AA	ENH: MTS2000		
	SVC01SVC1423	Local Radio Support Service	\$ 355.75	\$ 4,269.00
13	SVC366AA	ENH: MCS2000		
32	SVC408AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)		
96	SVC368AA	ENH: MTS2000		
	SVC01SVC1420	Local Infrastructure Repair Service	\$ 680.00	\$ 8,160.00
5		HLN1024 Paging Decoder		
5		Micor Repeaters		
	SVC984	Field Response Services	\$ (46.07)	\$ (552.84)
1		Annual Payment Discount		

Additional terms, definitions and conditions of this SERVICE AGREEMENT are attached.

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Micor Repeaters and Paging Decoders covered 24X7. ☐
All subscriber units will be delivered to Smith Two-Way. ☐
Subscriber units are serviced during normal business hours.

SUBTOTAL - RECURRING SERVICES	\$ 1,665.67	\$ 19,988.04
SUBTOTAL - ONE-TIME EVENT SERVICES		\$ -
TOTAL	\$ 1,665.67	\$ 19,988.04
TAXES	\$ -	\$ -
GRAND TOTAL	\$ 1,665.67	\$ 19,988.04

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

SUBCONTRACTOR(S)	CITY	STATE
MOTOROLA - RADIO SUPPORT CENTER	ROCKFORD	IL
SMITH TWO-WAY RADIO, INC.	FAYETTEVILLE	AR

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME) <i>Jim Slusser</i>	Customer Support Manager	10/15/01
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
Jim Slusser	(817) 788-2640	(817) 605-0971
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX

IS SOLUTIONS SERVICE AGREEMENT is entered into by and between Motorola, Inc. ("Motorola") and the customer named in this Agreement ("Customer").

SECTION 1 DEFINITIONS. "Agreement" means this iSolutions Service Agreement and its Attachments, if any, which are attached hereto and incorporated by reference. "Equipment" means the communication equipment that is specified in the Attachments or that is subsequently added to this Agreement. "Services(s)" means those installation, maintenance, repair, support, training, and other services referred to both herein and in the Attachments.

SECTION 2 ACCEPTANCE. Customer agrees to accept the terms of this Agreement and to pay the prices set forth herein. The terms and conditions set forth in this Agreement and in the Attachments will become binding only when accepted in writing by Motorola. The term of this Agreement will commence on the date specified in this Agreement, including any Attachments ("Start Date").

SECTION 3 SCOPE OF SERVICES. A. Motorola will provide the Services generally described in this Agreement. Certain Services may require more particular description or definition, or may require detailed Statement(s) of Work. If particular descriptions or detailed Statement(s) of Work are required, and are not otherwise attached to this Agreement, Motorola and Customer hereby agree to be bound by any additional terms included in those Attachments, which are fully incorporated in this Agreement as set forth in SECTION 1. B. Motorola may also provide additional services ("Additional Services") at Customer's request. Each Additional Service will be billed at Motorola's then-applicable rates for such services. C. If Motorola is providing Services for Equipment: (i) Motorola will use parts or parts of equal quality will be used; (ii) the Equipment will be Serviced at levels set forth in Motorola's product manuals; and, (iii) routine service procedures that are prescribed from time to time by Motorola for its products will be followed. D. Any Equipment purchased by Customer from Motorola that becomes part of the same communications system as the Equipment covered under this Agreement ("Additional Equipment") will be automatically added to this Agreement and will be billed at the applicable rates after the warranty period has expired. E. All Equipment must be in good working order on the Start Date or at the time the Equipment is added to the Agreement. Customer must provide a complete serial number and model number list either prior to the Start Date or prior to the time that the Equipment is added to the Agreement. F. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments. G. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice. H. If Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, state of technology, or the practical feasibility of the scope of Services as specified in the Attachments, Motorola may: (1) modify the scope of Services provided to such Equipment; (2) remove such Equipment from the Agreement; or (3) increase the price to Service such Equipment. I. Customer must promptly notify Motorola directly of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased under this Agreement.

SECTION 4 EXCLUDED SERVICES. A. Service does not include the repair or replacement of Equipment that has become defective or damaged due to physical damage, chemical misuse or abuse from causes such as lightning, power surges, or liquids. B. Unless specifically included in this Agreement, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium. C. Unless specifically included in this Agreement, Service does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, etc. D. Unless specifically set forth in this Agreement, Service does not include upgrading or reprogramming of Equipment; accessories, belt clips, battery chargers, custom or Special Products, modified units, or software. E. Service does not include certification programs, software support, reprogramming of Software or modifications to Equipment related to assuring the correct processing, providing, or receiving of data from, into, or between the year 1989 and the year 2000.

SECTION 5 RIGHT TO SUBCONTRACT/ASSIGNMENT. Motorola may assign its rights and obligations under this Agreement and may subcontract any portion of Motorola's performance called for by this Agreement.

SECTION 6 TIME AND PLACE OF SERVICE. Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer agrees to provide Motorola, at no charge, a non-hazardous work environment with shelter, heat, light, and power and with clear and free access to the Equipment. Waivers of liability from Motorola and/or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that enable Motorola to perform its obligations under this Agreement. Unless otherwise specified in this Agreement, the hours of Service will be hours of 8:30 a.m. to 5:30 p.m., excluding weekends and holidays.

refer to spec terms

SECTION 7 CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be manned twenty-four (24) hours per day, seven (7) days per week and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

SECTION 8 PAYMENT. Unless alternative payment terms are specifically set forth in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. *30 days* Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

SECTION 9 WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days following completion of those Services. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

SECTION 10 CERTIFICATION DISCLAIMER. Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or fulfills its obligations under this Agreement, unless such certifications have been expressly accepted and signed by a Motorola authorized signatory.

SECTION 11 DEFAULT/TERMINATION. A. In the event that any sum of money owed by Customer is not paid when due and remains unpaid for a period of thirty (30) days after receipt by Customer of written notice of such delinquency, Motorola may terminate this Agreement effective upon seven (7) days written notice. Either party defaults in the performance of any of its obligations set forth in this Agreement and the default remains uncured for a period of thirty (30) days after receipt by such party of written notice from the other party detailing the specific contractual obligation and the nature of the default thereunder, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon the giving of notice in writing to the defaulting party. B. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including but not limited to payments which may be due and owing at the time of termination. Upon the effective date of termination, Motorola will have no further obligation to provide Services. C. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement.

reement.

SECTION 12 LIMITATION OF LIABILITY. Notwithstanding any other provision, except for personal injury or death, Motorola's total liability for losses, whether breach of contract, negligence, warranty, or strict liability in tort, is limited to the price of the previous twelve months of Services provided under this agreement. IN NO EVENT WILL MOTOROLA BE LIABLE FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LIQUIDATED DAMAGES, COMMERCIAL PROFITS OR SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE LAW.

SECTION 13 EXCLUSIVE TERMS AND CONDITIONS. A. Customer acknowledges that this Agreement supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the Services performed. Neither the Agreement nor the Attachments may be altered, amended, or modified except by a written agreement signed by both authorized representatives of both parties. B. In the event of a conflict between the main body of this Agreement and any Attachments, the main body of this Agreement will take precedence, unless the Attachment specifically states otherwise. C. Customer agrees to reference this Agreement on any purchase order(s) issued in furtherance of this Agreement. Neither party shall be bound by any terms contained in Customer's purchase order(s), acknowledgements or other writings unless: (i) such purchase order(s), acknowledgements or other writings terms specifically refer to this Agreement; (ii) and clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order(s), acknowledgements or other writings are signed by duly authorized representatives of both parties.

SECTION 14 PROPRIETARY INFORMATION; CONFIDENTIALITY. A. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission, or as required by law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement. B. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola has no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

SECTION 15 FCC LICENSES AND OTHER AUTHORIZATIONS. Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

SECTION 16 OWNERSHIP OF INTELLECTUAL PROPERTY. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

SECTION 17 COVENANT NOT TO EMPLOY. During the term of this Agreement, and continuing for a period of two years thereafter, Customer agrees not to hire, nor to engage on contract, nor to solicit the employment of, nor to recommend employment to any third party of any Motorola employee or Motorola subcontractor with whom there is contact during an assignment under this Agreement, without the prior, written authorization of Motorola. If, at any time, this provision is found to be overly broad under the laws of the applicable jurisdiction, this provision shall be modified as necessary to conform to such laws rather than be stricken herefrom.

SECTION 18 MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody and control, be liable for any loss or damage to such property, and return it to Motorola upon request. Such property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

SECTION 19 GENERAL TERMS. A. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Illinois. C. Failure to exercise any right will not operate as a waiver of that right, power, or privilege. D. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control. E. Except for money due upon an open account, no action may be brought for any breach of this Agreement more than one (1) year after the accrual of such cause of action. F. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER PARTY NOTIFIES THE OTHER OF INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. G. If Motorola provides Services the termination or expiration of this Agreement, the terms and conditions and any prices in effect at the time of the termination or expiration will apply to those services.

Arkansas

Previous Ordinance/Resolution No.: _____

RESOLUTION NO. _____

DRAFT

A RESOLUTION AUTHORIZING TCA CABLE
PARTNERS TO CONTINUE TO OPERATE
THE CABLE COMMUNICATIONS SYSTEM

WHEREAS, the City of Fayetteville, Arkansas ("City") passed and adopted an Ordinance (hereinafter referred to as the "Franchise") granting a non-exclusive franchise; and

WHEREAS, the Franchise is currently held by TCA Cable Partners ("TCA"); and

WHEREAS, pursuant to Section 47 U.S.C. §546(a) TCA provided notification to the City of TCA's intent to seek renewal of the Franchise under 4 U.S.C. §546(a-g); and

WHEREAS, pursuant to Section 47 U.S.C. §546(a) the City properly commenced franchise renewal proceedings; and

WHEREAS, the City and TCA have agreed, pursuant to 47 U.S.C. §546(h), to conduct franchise renewal negotiations informally in an attempt to reach a mutually acceptable franchise agreement; and

WHEREAS, the City and TCA are interested in continuing informal discussions and negotiations regarding franchise renewal; and

WHEREAS, both the City and TCA desire to expressly reserve all of their respective rights under state and federal law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. The City hereby authorizes TCA to continue to operate the cable television system in the City of Fayetteville, in full compliance with all of the terms and conditions of the Franchise, for a period commencing on December 1, 2001 and continuing through either the date of which TCA's Franchise is either renewed or until June 30, 2002 whichever shall first occur.

Section 2. This Resolution shall become effective upon the occurrence of both of the following conditions:

- 1) The resolution being passed and adopted by the City Council of the City of Fayetteville, and;

- 2) TCA's acceptance of this resolution and the franchise for the terms specified in paragraph (1) above, provided TCA accepts and agrees to this extension.

PASSED AND APPROVED this 4th day of December, 2001.

APPROVED:

By: _____
DAN GOODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

ACCEPTANCE

TCA Cable Partners, hereby acknowledges the City of Fayetteville Resolution authorizing TCA Cable Partners to continue to operate the cable system December 1, 2001 through June 30, 2002 ("Resolution") attached hereto and hereby accepts each and every term, provision and recital of the Resolution and agrees to be bound by the terms and provisions of the Franchise in accordance with the Resolution.

Dated: December _____, 2001

TCA CABLE PARTNERS

By: _____

DENNIS YOCUM

Its: _____

SUBSCRIBED AND SWORN to before me this _____ day of December, 2001.

Notary Public

My Commission Expires:



STAFF REVIEW FOR
AGENDA REQUEST XXXX
CONTRACT REVIEW _____
GRANT REVIEW _____

Mitchell Oil
A. 7. Page 1

For the Fayetteville City Council meeting of December 4, 2001

FROM:

W.A. Oestreich
Name

Fleet Operations
Division

Public Works
Department

ACTION REQUIRED:

A RESOLUTION APPROVING A CONTRACT TO PURCHASE GASOLINE AND DIESEL FUEL FOR CITY OF FAYETTEVILLE VEHICLES AND EQUIPMENT AND TO PROVIDE A FUELING FACILITY. THE VENDOR IS MITCHELL OIL CO., INC., 1832 S. SCHOOL ST., FAYETTEVILLE, AR 72701, VENDOR #7900 (MAILING ADDRESS: P. O. BOX 1466, FAYETTEVILLE, AR., 72702)

COST TO CITY:

\$ AS REQUIRED

Cost of this Request
9700-1910-5213.00
9700-1910-5213.01
Account Number

\$ AS APPROVED

Category/Project Budget

\$ 0.00
Funds Used To Date

NOT APPLICABLE

Category/Project Name

Vehicle Maintenance
Program Name

N/A

Project Number

\$ 0.00

Remaining Balance

Shop

Fund

BUDGET REVIEW:

XX Budgeted Item

____ Budget Adjustment Attached

Steph Davis (Subject to City Council approval of a budget for 2002.)
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Musta Farthing
Accounting Manager

11/7/01
Date

ADA Coordinator

Date

D.D. White
City Attorney

11/8/01
Date

Nancy Smith
Internal Auditor

11/8/01
Date

Danfa P. Vice
Purchasing Officer

Date

STAFF RECOMMENDATION

Approval of Contract as listed above and attached hereto.

Division Head

Ly. Beeth
Department Director

11-8-01
Date

Cross Reference

New Item: Yes No

Ken Allen
Administrative Services Director

11/15/01
Date

Prev Ord/Res #:

Don Coody
Mayor

11/16/01
Date

Orig Contract Date:

CONTRACT FOR FLEET FUEL SERVICES

This Agreement is entered into on this _____ day of, _____, 2001 between the City of Fayetteville, hereinafter known as the "City" and Mitchell Oil Company, Inc., hereinafter known as the "Vendor."

IN CONSIDERATION of the mutual covenants contained herein, the City and the Vendor agree as follows:

1. City shall pay Vendor for services rendered as set forth in Vendor's Bid. Charges will be invoiced to City at the end of each of Vendor's monthly accounting periods based upon the Pricing Structure set forth in Vendor's Response to the City's Request For Quotation submitted by Vendor on October 22, 2001 and incorporated herein by reference as if set forth in its entirety word for word. The charges invoiced to the City will be for product delivered by Vendor during the preceding accounting period. All invoices are due upon receipt and shall be paid by the City unless disputed within ten (10) days of their receipt.
2. The documents which comprise this contract between City and the Vendor consist of this contract and the following documents, which are incorporated herein by reference as if set forth in its entirety word for word:
 - a. Bid form identified as INVITATION TO BID issued October 10, 2001 for fleet fuel services;
 - b. Vendor's proposal and all supporting documents and correspondence submitted by the Vendor in response to INVITATION TO BID issued October 10, 2001.
3. Vendor shall furnish a certificate of insurance addressed to the City, showing that he carries the following insurance which shall be maintained throughout the term of the contract.

Workers Compensation

Statutory Amount

Comprehensive General and Automobile Insurance

Bodily Injury Liability

\$300,000/person injured.
\$500,000 for each accident.

Property Damage Liability

\$250,000 for each accident.
\$500,000 aggregate

4. These contract documents shall remain in full force and effect for a term of one (1) year, after which they shall automatically renew for five (5) additional one (1) year terms, unless the parties by mutual agreement, choose to amend or terminate the agreement prior to the expiration of the then current term.
5. Vendor agrees to make available all records related to Vendor's performance under this contract for review by the City and City auditors as requested. Vendor agrees to comply with the Arkansas Freedom of Information Act as applicable.
6. Nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville under the Constitution and Statutes of the State of Arkansas.
7. All notices required or permitted under this agreement shall be submitted in writing to the other party in this agreement by certified mail, return receipt requested, which notice shall be effective three (3) days after deposit therein addressed to the following:

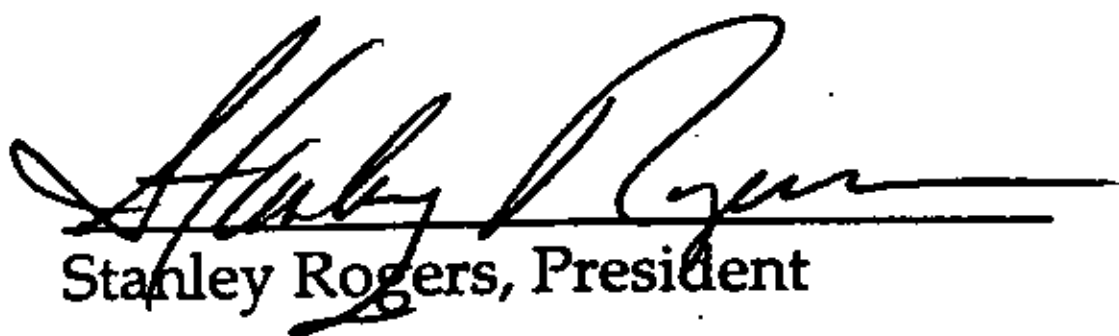
City of Fayetteville Dan Coody, Mayor 113 West Mountain St. Fayetteville, AR 72701	Mitchell Oil Company, Inc. Stanley Rogers, President 1832 S. School Fayetteville, AR 72701
---	---
8. Neither party may assign any of its rights or obligations under this agreement, without the express written consent of the other. Nor shall this agreement be construed to bestow any rights or benefits upon anyone other than the Vendor and the City.
9. The parties agree and understand that this Agreement is exclusive of any and all other agreements, and that it in no way alters, amends or abridges any rights, obligations or duties of the parties contained in such agreements.
10. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of any other breaches by either party.
11. These contract documents constitute the entire understanding of the parties, and no modification or variation of the terms of these agreements shall be valid unless made in writing and signed by the duly authorized agents of the City and the Vendor.

12. Each paragraph of these contract documents is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
13. These contract documents shall be interpreted according to and enforced under the laws of the State of Arkansas.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

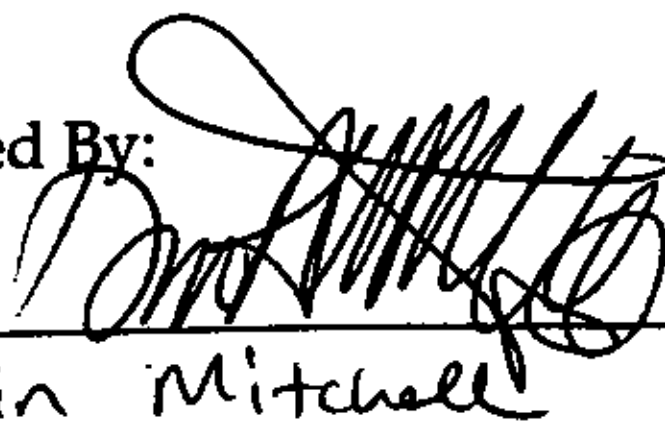
Mitchell Oil Company, Inc.

City of Fayetteville


Stanley Rogers, President

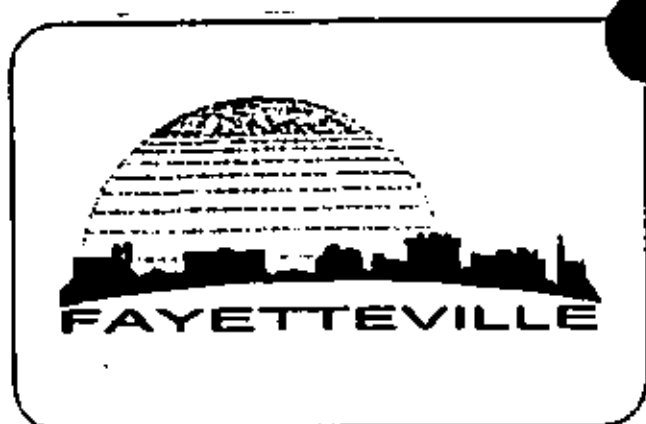
Dan Coody, Mayor

Attested By:


Dwain Mitchell

Attested By:

Heather Woodruff, City Clerk



CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

BID #: 01-54

DATE ISSUED: October 10, 2001

DATE & TIME OF OPENING: October 22, 2001 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED: As Listed below.

F.O.B.: Fayetteville, AR

ITEM:	DESCRIPTION:	QTY.	* PRICE:
-------	--------------	------	----------

PER ATTACHED SCHEDULE

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including terms and standard conditions, and pertinent information regarding the article being bid on. Unsigned bids will be rejected.

*NAME OF FIRM: Mitchell Oil Co., Inc.

*BUSINESS ADDRESS: 1832 S. School

*CITY: Fayetteville *STATE: AR *ZIP: 72701

*PHONE: (501) 442-2661 *FAX: (501) 442-0845

*AUTHORIZED SIGNATURE: Stanley Rogers 

*TITLE: President

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND; NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION OF THIS BID.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.
6. All bid prices shall be FOB Pump Locations.
7. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

BID # 01-54

BASIC PROPOSAL REQUIREMENTS

ITEM #1 UNLEADED GASOLINE

General Requirements are as follows for the furnishing of an accepted commercial grade of a minimum 87 octane gasoline. The approximate usage rate is 150,000 Gallons annually.

Fuel is to be provided at a readily accessible location within the City Limits of the City of Fayetteville which will allow unattended fueling on a 24 hour per day, 7 day per week basis. Dispensing of fuel shall be controlled in a manner which will allow the City of Fayetteville to utilize the currently issued fuel keys and Fuelpoint (Gasboy). Installation of the Gasboy Control Head and reader will be provided by the City. In addition, any required dedicated telephone service will be provided by the City. Maintenance costs of the Gasboy and related equipment shall be the responsibility of the City. Maintenance of the storage facility, tanks, and pumping equipment shall be the responsibility of the vendor. The fueling facility shall be

properly lighted and secured to prevent any unauthorized use of fuel. The facility shall provide a traffic pattern which safely moves any/all types of motor vehicles currently operated by the City without the necessity of backing. An alternate fueling location shall be provided in the event of equipment failure to allow an uninterrupted supply of fuel. The alternate location shall be maintained in a manner consistent with the initial site. All storage tanks shall be tested on a regular basis for moisture content with test results provided to the City. Maintenance of an acceptable level shall be the responsibility of the vendor. Verification of fuel quality and conformance to Accepted Commercial Grade shall be provided to the City when requested. Responsibility to comply with all Federal, State and Local Requirements regarding the storage facility shall remain with the vendor without recourse to the City in the event of any violations.

ALL PRICING IS TO BE PER GALLON

1. Base Price per Gallon: .8919
This shall be based on an average for the period of
September 15, 2001 through October 1, 2001.
Verification Required
2. Source of Pricing Structure: DTN
3. Applicable Taxes: .2150
4. Environmental Fees: .0020
5. Handling Fees: .0250
6. Additional Fees: .0250
Explain: Equipment Maintenance, Utilities,
- Total Price Per Gallon: 1.1589
7. Primary Fueling Location: 731 S. Razorback Rd.
8. Alternate Fueling Location: Mobile Truck

**ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS FROM THE
ABOVE LISTED REQUIREMENTS MUST BE CLEARLY ANNOTATED. IN THE
ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN**

**STRICT COMPLIANCE WITH ALL TERMS AND CONDITIONS AND THE
SUPPLIER SHALL BE HELD LIABLE.**

ITEM #2 DYED DIESEL FUEL

General Requirements are as follows for the furnishing of an accepted commercial grade of #2 Diesel Fuel. The approximate usage rate is 180,000 Gallons annually.

Fuel is to be provided at a readily accessible location within the City Limits of the City of Fayetteville which will allow unattended fueling on a 24 hour per day, 7 day per week basis. Dispensing of fuel shall be controlled in a manner which will allow the City of Fayetteville to utilize the currently issued fuel keys and Fuelpoint (Gasboy). Installation of the Gasboy Control Head and reader will be provided by the City. In addition, any required dedicated telephone service will be provided by the City. Maintenance costs of the Gasboy and related equipment shall be the responsibility of the City. Maintenance of the storage facility, tanks, and pumping equipment shall be the responsibility of the vendor. The fueling facility shall be properly lighted and secured to prevent any unauthorized use of fuel. The facility shall provide a traffic pattern which safely moves any/all types of motor vehicles currently operated by the City without the necessity of backing. An alternate fueling location shall be provided in the event of equipment failure to allow an uninterrupted supply of fuel. The alternate location shall be maintained in a manner consistent with the initial site. All storage tanks shall be tested on a regular basis for moisture content with test results provided to the City. Maintenance of an acceptable level shall be the responsibility of the vendor. Verification of fuel quality and conformance to Accepted Commercial Grade shall be provided to the City when requested. Responsibility to comply with all Federal, State and Local Requirements regarding the storage facility shall remain with the vendor without recourse to the City in the event of any violations.

ALL PRICING IS TO BE PER GALLON

1. Base Price per Gallon: .8776
This shall be based on an average for the period of
September 15, 2001 through October 1, 2001.
Verification Required
2. Source of Pricing Structure: DTN
3. Applicable Taxes: Sales Tax
4. Environmental Fees: .0020
5. Handling Fees: .0250
6. Additional Fees: .0250

Explain: Equipment Maintenance, Utilities

Total Price Per Gallon: .9296

7. Primary Fueling Location: 731 S. Razoebach Rd.

8. Alternate Fueling Location: Mobile Trucks

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS FROM THE ABOVE LISTED REQUIREMENTS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS AND CONDITIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

ITEM #3 DYED WINTER MIX DIESEL FUEL

General Requirements are as follows for the furnishing of an accepted commercial grade of Dyed Winter Mix Diesel Fuel (75% #2 - 25% #1). The approximate usage rate is 50,000 Gallons annually. Time frame for the use of this fuel will be at the discretion of the City.

Fuel is to be provided at a readily accessible location within the City Limits of the City of Fayetteville which will allow unattended fueling on a 24 hour per day, 7 day per week basis. Dispensing of fuel shall be controlled in a manner which will allow the City of Fayetteville to utilize the currently issued fuel keys and Fuelpoint (Gasboy). Installation of the Gasboy Control Head and reader will be provided by the City. In addition, any required dedicated telephone service will be provided by the City. Maintenance costs of the Gasboy and related equipment shall be the responsibility of the City. Maintenance of the storage facility, tanks, and pumping equipment shall be the responsibility of the vendor. The fueling facility shall be properly lighted and secured to prevent any unauthorized use of fuel. The facility shall provide a traffic pattern which safely moves any/all types of motor vehicles currently operated by the City without the necessity of backing. An alternate fueling location shall be provided in the event of equipment failure to allow an uninterrupted supply of fuel. The alternate location shall be maintained in a manner consistent with the initial site. All storage tanks shall be tested on a regular basis for moisture content with test results provided to the City. Maintenance of an acceptable level shall be the responsibility of the vendor. Verification of fuel quality and conformance to Accepted Commercial Grade shall be provided to the City when requested. Responsibility to comply with all Federal, State and Local Requirements regarding the storage facility shall remain with the vendor without recourse to the City in the event of any violations.

ALL PRICING IS TO BE PER GALLON

1. Base Price per Gallon: .8876
This shall be based on an average for the period of
September 15, 2001 through October 1, 2001.
Verification Required
2. Source of Pricing Structure: DTN
3. Applicable Taxes: SALES TAX
4. Environmental Fees: .0020
5. Handling Fees: .0250
6. Additional Fees: .0250
Explain: Equipment Maintenance, Utilities
- Total Price Per Gallon: .9396
7. Primary Fueling Location: 731 S. Razorback Rd.
8. Alternate Fueling Location: Mobil Truck

**ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS FROM THE
ABOVE LISTED REQUIREMENTS MUST BE CLEARLY ANNOTATED. IN THE
ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN
STRICT COMPLIANCE WITH ALL TERMS AND CONDITIONS AND THE
SUPPLIER SHALL BE HELD LIABLE.**

ITEM #4 ALTERNATE TO DYED WINTER MIX DIESEL FUEL

General Requirements are as follows for the furnishing of an accepted commercial grade of an alternate to Dyed Winter Mix Diesel Fuel. This will consist of standard dyed #2 Fuel with an accepted additive to prevent gel and wax in weather below freezing. The approximate usage rate is 50,000 Gallons annually. Time frame for the use of this fuel will be at the discretion of the City.

Fuel is to be provided at a readily accessible location within the City Limits of the City of Fayetteville which will allow unattended fueling on a 24 hour per day, 7 day

per week basis. Dispensing of fuel shall be controlled in a manner which will allow the City of Fayetteville to utilize the currently issued fuel keys and Fuelpoint (Gasboy). Installation of the Gasboy Control Head and reader will be provided by the City. In addition, any required dedicated telephone service will be provided by the City. Maintenance costs of the Gasboy and related equipment shall be the responsibility of the City. Maintenance of the storage facility, tanks, and pumping equipment shall be the responsibility of the vendor. The fueling facility shall be properly lighted and secured to prevent any unauthorized use of fuel. The facility shall provide a traffic pattern which safely moves any/all types of motor vehicles currently operated by the City without the necessity of backing. An alternate fueling location shall be provided in the event of equipment failure to allow an uninterrupted supply of fuel. The alternate location shall be maintained in a manner consistent with the initial site. All storage tanks shall be tested on a regular basis for moisture content with test results provided to the City. Maintenance of an acceptable level shall be the responsibility of the vendor. Verification of fuel quality and conformance to Accepted Commercial Grade shall be provided to the City when requested. Responsibility to comply with all Federal, State and Local Requirements regarding the storage facility shall remain with the vendor without recourse to the City in the event of any violations.

ALL PRICING IS TO BE PER GALLON

1. Base Price per Gallon: .8976
This shall be based on an average for the period of
September 15, 2001 through October 1, 2001.
Verification Required
2. Source of Pricing Structure: DTN
3. Applicable Taxes: Sales Tax
4. Environmental Fees: .0020
5. Handling Fees: .0250
6. Additional Fees: .0250
Explain: Equipment Maintenance, Utilities
- Total Price Per Gallon: .9496
7. Primary Fueling Location: 731 S. Razorback Rd.

8. Alternate Fueling Location: Mobil Tranche

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS FROM THE ABOVE LISTED REQUIREMENTS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS AND CONDITIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided when each Supplier clearly states on the face of his proposal exactly the manner proposed to furnish the products required to comply with the needs of the City and forwards necessary descriptive material which clearly indicates the product/method proposed. All Bids are subject to Staff analysis. Fleet requirements, User Department/Division requirements, site location, site condition, service availability and support capabilities will be considered. Please direct all inquiries regarding this proposal to the City of Fayetteville, Attn: Fleet Operations Superintendent, 1525 S. Happy Hollow Road, Fayetteville, AR 72701, 501-444-3494.

STAFF REVIEW FORM

Bid 01-57
C. 4. Page 1

☒ Agenda Request
☐ Contract Review
☐ Grant Review

The Fayetteville City Council meeting of December 4, 2001

FROM:

<u>Gary Dumas</u>	<u>Solid Waste</u>	<u>Environmental Services</u>
Name	Division	Department

ACTION REQUIRED: To approve a resolution authorizing up to \$100,000 for compactors and compactor, roll-off style containers for lease or purchase by commercial and industrial customers to Best Pac, Easley S.C. and purchase up to \$20,000 for open-top roll-off style containers for lease to Solid Waste customers to waste equipment - Mayfab of Beeville, TX (Bid - 01-57).

COST TO CITY:

<u>\$ 120,000.00</u>	<u>\$ 120,000.00</u>	<u>Dumpster Lease Program</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>5500-5010-5890-00</u>	<u>\$ -0-</u>	
Account Number	Funds Used to Date	Program Name
<u>99038</u>	<u>\$ 120,000.00</u>	<u>Solid Waste</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

☒ Budgeted Item ☐ Budget Adjustment Attached

[Signature]
Budget Manager

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

Marsha Fetting 11/16/01
Accounting Manager Date

[Signature]
ADA Coordinator

[Signature]
Date

[Signature] 11/16/01
City Attorney Date

[Signature]
Internal Auditor

11/16/01
Date

[Signature] [Signature]
Purchasing Officer Date

STAFF RECOMMENDATION: Approval of the Resolution and Budget Adjustment

<u>[Signature]</u>	<u>[Signature]</u>
Division Head	Date
<u>[Signature]</u>	<u>11-19-01</u>
Department Director	Date
<u>[Signature]</u>	<u>11/20/01</u>
Administrative Services Director	Date
<u>[Signature]</u>	<u>11/20/01</u>
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Gary Dumas

Date: Wednesday, November 14, 2001

Subject: Awarding Bid for Compactors and Roll-off Containers for Solid
Waste/Recycling Division – Bid #01-57

Background

The Solid Waste/Recycling Division has had requests to provide larger commercial activities with service, but has been unable to provide that service due to a lack of equipment. The Solid Waste/Recycling Division acquired this past summer a backup roll-off container truck for the recycling activities on site. This backup vehicle, necessary to allow the on site activities to continue when the primary vehicle is out of service, has provided and opportunity to expand the services available from the Solid Waste/Recycling Division.

Discussion

With available staff, a limited number of large commercial accounts can be serviced. Expansion into this market sector in a cautious manner, allowing the staff to build ability to serve efficiently and economically, can provide a revenue stream that will help to offset any Division expenses.

The proposed to be includes roll-off style compactor container for large commercial and industrial trash service and open top roll-off style containers for class 4 material, construction debris, appliances, etc.

The purchase contract is for a period of 1 year, with an option, which will allow the term to be expended, if mutually agreed by both parties. The City's minimum purchase is \$0.00 however at the quoted prices the City may purchase up to 250 units, allowing expansion into this market sector as demand dictates.

Purchases will be on an as needed basis to allow a small inventory at the Solid Waste/Recycling offices. This small inventory will allow an immediate response to a request for service.

The bid tab is attached. The low bid for the open top containers, items 1,2, and 3 is Waste Equip-Mayfab from Beeville, Texas and Best-Pac from Easley, South Carolina for items 4 through 19.

Recommendation

Approve resolution authorizing purchase agreement, purchases to be made on an as necessary basis. The term of the purchase agreement is for one year but may be extended by mutual agreement for an additional year at the bid prices.

BID: 01-57
DATE: 10/25/01
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: SAW CONTAINERS ROLL-OFF

BIDDER	ITEM #	ITEM #	ITEM #	ITEM #	ITEM #	ITEM #
BEST PAC	1) \$2,340.00	2) \$2,590.00	3) \$2,940.00	4) \$4,090.00	5) \$4,505.00	6) \$2,240.00
	8) \$2,840.00	9) \$3,547.50	10) \$3,890.25	11) \$4,488.25	12) \$9,502.50	13) \$10,005.00
	15) \$10,582.50	16) \$7,715.50	17a) \$10,800.00	17b) \$11,572.50	18) \$7,976.00	19) \$7,312.00
GREGORY MFG	1) \$2,230.00	2) \$2,530.00	3) \$2,867.00	4) \$4,675.00	5) \$4,875.00	6) \$2,325.00
	8) N/A	9) \$4,000.00	10) \$4,100.00	11) \$4,300.00	12) no bid	13) no bid
	15) no bid	16) no bid	17a) no bid	17b) no bid	18) no bid	19) no bid
WASTE EQUIP-MAYFAB	1) \$2,146.00	2) \$2,339.00	3) \$2,647.00	4) no bid	5) \$4,780.00	6) \$2,200.0
	8) no bid	9) no bid	10) \$3,989.00	11) no bid	12) \$10,520.00	13) \$10,620.00
	15) \$10,797.00	16) \$7,665.00	17a) \$10,875.00	17b) \$10,990.00	18) no bid	19) no bid

Certified by _____
P Vice Purch Mgr

Red Williams 10/25/01
Witness Date
V.V. Ford 11/14/01

TABULATION OF BIDS

PROJECT

DESCRIPTION

BID NO. 61-59 PROJECT NO. _____

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
6/16 Conclaster Roll 9/16				

F.O.B.

DATE OPENED

07-25-61 11:30

BID NO. 01-57 PROJECT NO. _____		ITEM	ITEM	ITEM	ITEM	ITEM	EXTENSION
BIDDER:	Bent Pac	UNITQUANT COST	#2 2,340.00	#2 2,590.00	#3 2,940.00	#4 4,090.00	#5 4,505.00
ADDRESS:		EXT. COST	#6 2,240.00	#7 2,490.00	#8 2,840.00	#9 3,547.50	#10 3,890.25
BIDDER:		UNITQUANT COST	#11 4,488.25	#12 9,502.50	#13 10,005.00	#14 10,252.50	#15 10,582.50
ADDRESS:		EXT. COST	#16 7,715.50	#17 10,800.00	#18 7,976.00		
BIDDER:		UNITQUANT COST					
ADDRESS:		EXT. COST					
BIDDER:	Gregory	UNITQUANT COST	#17 2,230.00	#18 2,530.00	#19 2,867.00	#20 4,675.00	#21 4,875.00
ADDRESS:	Mfg	EXT. COST	#22 2,325.00	#23 2,630.00	#24 2,900.00	#25 4,100.00	#26 4,100.00
BIDDER:		UNITQUANT COST	#27 4,300.00	#28 2,100.00	#29 2,100.00	#30 2,100.00	#31 2,100.00
ADDRESS:		EXT. COST	#32 2,100.00	#33 2,100.00	#34 2,100.00	#35 2,100.00	#36 2,100.00
BIDDER:		UNITQUANT COST					
ADDRESS:		EXT. COST					
BIDDER:	Waste Equip	UNITQUANT COST	#37 2,146.00	#38 2,339.00	#39 2,647.00	#40 4,780.00	#41 4,780.00
ADDRESS:	May far	EXT. COST	#42 2,200.00	#43 2,450.00	#44 2,100.00	#45 3,989.00	#46 3,989.00
BIDDER:		UNITQUANT COST	#47 2,100.00	#48 10,520.00	#49 10,620.00	#50 10,797.00	#51 10,797.00
ADDRESS:		EXT. COST	#52 7,665.00	#53 10,875.00	#54 2,100.00	#55 2,100.00	#56 2,100.00
BIDDER:		UNITQUANT COST					
ADDRESS:		EXT. COST					

BID AWARD SUMMARY:

ITEM	QTY	P.O.#
1	1	1
2	1	2
3	1	3
4	1	4
5	1	5
6	1	6
7	1	7
8	1	8
9	1	9
10	1	10
11	1	11
12	1	12
13	1	13
14	1	14
15	1	15
16	1	16
17	1	17
18	1	18
19	1	19
20	1	20
21	1	21
22	1	22
23	1	23
24	1	24
25	1	25
26	1	26
27	1	27
28	1	28
29	1	29
30	1	30
31	1	31
32	1	32
33	1	33
34	1	34
35	1	35
36	1	36
37	1	37
38	1	38
39	1	39
40	1	40
41	1	41
42	1	42
43	1	43
44	1	44
45	1	45
46	1	46
47	1	47
48	1	48
49	1	49
50	1	50
51	1	51
52	1	52
53	1	53
54	1	54
55	1	55
56	1	56
57	1	57
58	1	58
59	1	59
60	1	60
61	1	61
62	1	62
63	1	63
64	1	64
65	1	65
66	1	66
67	1	67
68	1	68
69	1	69
70	1	70
71	1	71
72	1	72
73	1	73
74	1	74
75	1	75
76	1	76
77	1	77
78	1	78
79	1	79
80	1	80
81	1	81
82	1	82
83	1	83
84	1	84
85	1	85
86	1	86
87	1	87
88	1	88
89	1	89
90	1	90
91	1	91
92	1	92
93	1	93
94	1	94
95	1	95
96	1	96
97	1	97
98	1	98
99	1	99
100	1	100

DATE **CERTIFIED BY**

NEW TO POST

REMARKS:

PURCHASING OFFICER

NEW YORK TO P.O. #

TO
PO #

WINESS

113 W. MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701

TABULATION OF BIDS

DESCRIPTION	F.O.B.	DATE OPENED
4141 Container Roll 96		00-25-01 11:3

FOR

DATE OPENED

[illegible]

ITEM _____ TO _____ P.O.# _____ DATE _____

REMARKS:

PURCHASING OFFICER

UNITES

Date: 10-25-01

Proposal of Gregory Manufacturing (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of Iowa, a partnership, or an individual doing business as Gregory Manufacturing Co. Inc.

To the City of Fayetteville, Arkansas (hereinafter called "City").
The Bidder, in compliance with your invitation for bids for Solid Waste Containers having examined the specifications with related bid documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the bid documents and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bid documents, of which this proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications for the following unit prices.

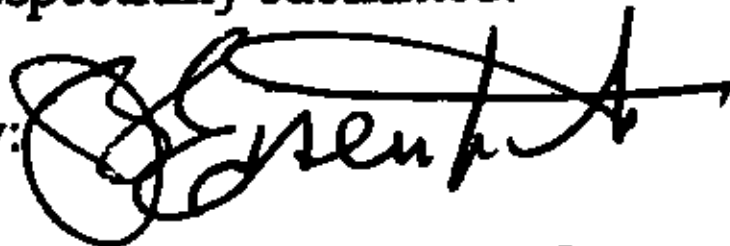
ITEM		UNIT
NO.	DESCRIPTION	PRICE
1.	Rectangular Open-top Roll-off Container, 20 yard	<u>2230</u>
2.	Rectangular Open-top Roll-off Container, 30 yard	<u>2530</u>
3.	Rectangular Open-top Roll-off Container, 40 yard	<u>2867</u>
4.	Rectangular Receiver Container, 40 yard	<u>4675</u>
5.	Rectangular Receiver Container, 42 yard	<u>4875</u>
6.	Tub Style Roll-off Container, 20 yard	<u>2325</u>
7.	Tub Style Roll-off Container, 30 yard	<u>2630</u>
8.	Tub Style Roll-off Container, 40 yard	<u>N/A</u>
9.	Octagon Receiver Container, 34 cubic yards	<u>4000.00</u>
10.	Octagon Receiver Container, 40 cubic yards	<u>4100.00</u>
11.	Octagon Receiver Container, 42 cubic yards	<u>4300.00</u>
12.	Self Contained Compactor Units, 10 cubic yards	<u>N/A</u>
13.	Self Contained Compactor Units, 15 cubic yards	<u>N/A</u>
14.	Self Contained Compactor Units, 20 cubic yards	<u>N/A</u>
15.	Self Contained Compactor Units, 24 cubic yards	<u>N/A</u>
16.	Shorty Stationary Compactor, 2 cubic yards	<u>N/A</u>
17.	Self Contained Compactor, 2 cubic yards	<u>N/A</u>

18. Crosspak Self-contained Compactor, 5 cubic yards
19. Crosspak Self-contained Compactor, 6 cubic yards

N/A
N/A

The submitted bid will be honored by the Bidder for a period of one year from the date of the bid. Bidder understands that the City may purchase up to 250 units in any combination of the above listed items during this timeframe. Bidder understands that the minimum purchase will be in truckload lots. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder and the City, at the end of the first year may mutually agree to extend the unit pricing for a second calendar year. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By: 

10-25-01

West Region Sales Mgr.
Title

(Business Address and Zip Code)

P.O. Box 325
Fort Madison, Iowa
52627

SEAL - (if bid by a Corporation)

GENERAL SPECIFICATION

Rectangular Roll-off Containers (20, 30, 40 cubic yards)

Section 10

- 10.01 **Purpose.** The City intends to purchase roll-off containers to be used in association with our expansion of services. These roll-off containers will be used for waste bulk and building material disposal. The City also intends to purchase receiver boxes and compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses

REQUEST FOR BID

SPECIFICATIONS

SOLID WASTE CONTAINERS

*Prepared by
Solid Waste Division
City of Fayetteville, Arkansas*

ADVERTISEMENT FOR BIDS

City of Fayetteville, Arkansas

Separate sealed bids for Solid Waste Containers will be received by the City of Fayetteville, Arkansas, at the Office of the Purchasing Officer until 11:30 a.m., October 25th, 2001, and then at said office publicly opened.

The Information for Bidders, Form of Bid, Specifications, and other documents may be examined at the following location:

City of Fayetteville
Purchasing Office
113 W. Mountain, Room 306
Fayetteville, Arkansas 72701

Copies may be obtained from the Purchasing Office located at the above address. The City reserves the right to waive any informalities or to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The City of Fayetteville is an Equal Opportunity Employer.

10-18-01
Date

PVice
Purchasing Manager

INFORMATION FOR BIDDERS

1.0 RECEIPT AND OPENING OF BIDS: The CITY OF FAYETTEVILLE, ARKANSAS (herein called the "City"), invites bids on the project described in the Scope of Services. Bids will be received by the City at the Purchasing Office until 11:30 a.m. (Central Time), October, 25th, 2001 and then at said office publicly opened. The envelopes containing the bid must be sealed, addressed to Purchasing Officer, City of Fayetteville at 113 W. Mountain St., Fayetteville, AR 72701 with bid number clearly visible.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

2.0 PREPARATION OF BID: Each bid must be submitted on the Bid for Unit Price form attached hereto. All blank spaces for bid prices must be filled in, in ink or typewritten, fully completed and executed when submitted. Each bid must be submitted in a separate sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City.

3.0 SUBCONTRACT (S): The Bidder will supply the names and addresses of all subcontractors to the City for approval. Also, the to be performed by each subcontractor must be stated.

4.0 TELEGRAPHIC MODIFICATION: Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modifications over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5.0 QUALIFICATIONS OF BIDDER: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder will furnish to the City all such information and data for this purpose as the City may request. If requested by the City, the three final Bidders will conduct a tour of their facilities wherein the City may further investigate the Bidders. Said visit and tour will be conducted within five (5) days of the date of bid

opening and on a date to be selected by the City. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the bid and to complete the work contemplated therein.

6.0 CONDITIONS OF WORK: Each Bidder must inform himself fully of the conditions relating to the performance of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this bid.

7.0 ADDENDA AND INTERPRETATION: No formal interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Glenda Reynolds, Office Manager, City of Fayetteville, Arkansas, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued will become part of the bid documents.

8.0 LAWS AND REGULATIONS: The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the project will apply to the bid throughout, and they will be deemed to be included in the bid the same as though herein written out in full.

9.0 METHOD OF AWARD - LOWEST QUALIFIED BIDDER: The City will adhere to the selection process as set forth in the Administrative Policies and Procedures Manual. Copies of the applicable policies and procedures may be obtained from the Purchasing Officer.

10.0 OBLIGATION OF BIDDER: At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and bid documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or document will in no way relieve any bidder from any obligation in respect of his bid.

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: 10/22/01

Proposal of Was tequip - May Fab (hereinafter called
"Bidder") a corporation, organized and existing under the laws of the State
of OHIO, a partnership, or an individual doing
business as Same.

To the City of Fayetteville, Arkansas (hereinafter called "City").
The Bidder, in compliance with your invitation for bids for Solid Waste Containers having
examined the specifications with related bid documents and being familiar with all of the
conditions surrounding the proposed project including the availability of materials and labor,
hereby proposes to furnish all labor, materials, and supplies, and to complete the project in
accordance with the bid documents and at the prices stated below. These prices are to cover all
expenses incurred in performing the work required under the bid documents, of which this
proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications
for the following unit prices.

ITEM		UNIT
NO.	DESCRIPTION	PRICE
1.	Rectangular Open-top Roll-off Container, 20 yard	\$ 2146
2.	Rectangular Open-top Roll-off Container, 30 yard	\$ 2339
3.	Rectangular Open-top Roll-off Container, 40 yard	\$ 2647
4.	Rectangular Receiver Container, 40 yard	No Bid
5.	Rectangular Receiver Container, 42 yard	\$ 4780
6.	Tub Style Roll-off Container, 20 yard	\$ 2200
7.	Tub Style Roll-off Container, 30 yard	\$ 2450
8.	Tub Style Roll-off Container, 40 yard	No Bid
9.	Octagon Receiver Container, 34 cubic yards	No Bid
10.	Octagon Receiver Container, 40 cubic yards	\$ 3989
11.	Octagon Receiver Container, 42 cubic yards	No Bid
12.	Self Contained Compactor Units, 10 cubic yards	\$ 10,520
13.	Self Contained Compactor Units, 15 cubic yards	\$ 10,620
14.	Self Contained Compactor Units, 20 cubic yards	\$ 10,720
15.	Self Contained Compactor Units, 24 cubic yards	\$ 10,797
16.	Shorty Stationary Compactor, 2 cubic yards	\$ 7665
17.	Self Contained Compactor, 2 cubic yards	
	30 cu. yd.	\$ 10,875
	35 " "	\$ 10,990

- 18. Crosspak Self-contained Compactor, 5 cubic yards
- 19. Crosspak Self-contained Compactor, 6 cubic yards

No Bid
No Bid

The submitted bid will be honored by the Bidder for a period of one year from the date of the bid. Bidder understands that the City may purchase up to 250 units in any combination of the above listed items during this timeframe. Bidder understands that the minimum purchase will be in truckload lots. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder and the City, at the end of the first year may mutually agree to extend the unit pricing for a second calendar year. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By: *Kim Herring*

Title
Sales Mgr

(Business Address and Zip Code)
P.O. Box 1029
Beaville Tx. 78104

SEAL - (if bid by a Corporation)

GENERAL SPECIFICATION

Rectangular Roll-off Containers (20, 30, 40 cubic yards)

Section 10

10.01 Purpose. The City intends to purchase roll-off containers to be used in association with our expansion of services. These roll-off containers will be used for waste bulk and building material disposal. The City also intends to purchase receiver boxes and compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses

Sent By: Fayetteville, Arkansas;

501 575 8471;

Oct-18-01 4:48PM;

Page 2/19

that have exceeded our services.

10.02 Sub-Frame and Rail. 2 x 6 x 3/16" structural tubing rails and 1 2" thick solid nose on pick-up end of rails. *1 3/8" Thick*

10.03 Floor Construction. 10 gauge sheet steel floor with 3" channel cross members with no more than 21" spacing. A 45 degree continuous slope is to be created across the front to reduce trappage and corrosion of the container flooring. *7 ga. Floor*
C/M's on 36" center
no slope on front wall

10.04 Hook and Mounting Plates. 1 1/4" thick plate flame cut long pull hook, continuously welded into both sides of hook plate, floor, and both forward cross members. Hook plate shall be 2" steel plate fully welded to sub-frame rails. *Hook plate is 3/4"*

10.05 Container (sides, roof, and ends). 12 gauge prime steel fully welded inside and out with 4 x 3-11 gauge steel tubing frame. *Top Rails*

10.06 Rear Door. 12 gauge steel sheet with 4 x 3 x 3/16" tubing frame with an 8" channel door frame. All 20 yard containers are to have 2 hinges, 30 and 40 yard containers are to have 3 hinges, 1" x 4" hinge bar with 15/16" diameter pins, and a 2 point vertical safety latch system with locking mechanism. Door shall close on floor, helping maintain structural integrity at hinge corner posts. *Door Does Not Close On Floor*
5X3X16 GA FORMER CHANNEL DOOR FRAME
1" DIA HINGE PINS
30 & 40 YD HAVE 2 POINT LATCH MECHANISM

10.07 Dimensions. Base dimensions of 40 yard roll-off containers will be 84" x 94 3/16" x 268.5" inches. Base dimensions of 30 yard roll-off containers will be 63" x 74 3/16" x 268.5" inches. Base dimensions of 20 yard roll-off containers will be 40" x 50 3/16" x 268.5" inches. *40yd 84"X94 3/16"X275" OAL*
30yd 60"X71 5/8" OAL X 275 OAL
20yd 42"X53 5/8" OAL X 275 OAL

10.08 Guide Rollers. Guide rollers shall measure 4 inches in diameter and 6 inches long.

10.09 Rear Corner Posts. Rear corner posts shall be made of 7 gauge steel measuring 3 inches by 10 2 inches. *REAR CORNER POSTS ARE 3/16" X 3" X 8"*

10.10 Channel Uprights. All channel uprights shall be formed and made from 12 gauge steel. Measurements are to be 3 inches by 5 inches and spacing of said uprights shall be placed at 30 inch intervals. *SIDEWALL CHANNELS ARE 36" O.C.*

10.11 Tubing. Top cap tubing is to be constructed of 11 gauge steel and measure 3 inches by 4 inches.

10.12 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with

Sent By: Fayetteville, Arkansas;

501 575 8471;

Oct-18-01 4:46PM;

Page

a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #378(Green) in color. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

10.13 Access Ladder: An access ladder is to be placed on all 30 and 40 yard roll-off containers

10.14 Wheels: Wheels are to be placed at both the front and the rear of the roll-off containers. Wheels are to measure 6 inches in diameter and 10 inches long.

WHEELS ARE 8" DIA 10" LONG @ REAR
8" LONG @ FRONT

10.15 Tarp Rail: A tarp rail shall be placed on container constructed of 3/4 inch round rim stock.

UNIT HAS (17) TARP HOOKS LIEU TARP RAIL

GENERAL SPECIFICATION

Rectangular Receiver Container (40 & 42 cubic yards)

Section 11

11.01 Purpose. The City intends to purchase rectangular receiver containers to be used in association with our expansion of commercial services. The City also intends to purchase compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses that have exceeded our services.

11.02 Dimensions. The 40 yard dimensions shall be constructed as follows: Height 98 3/8 inches, width 92 3/16 inches, length 265 1/8 inches, and ground height 12 inches. The 42 yard dimensions shall be constructed as follows: Height 103 3/4 inches, width 92 3/16 inches, length 265 1/8 inches, and ground height 12 inches. Opening on the STD shall be 64 inches wide and 48 inches high.

HEIGHT 101' X 96" OAW
X 275" OAL
GROUND HEIGHT TO
REAR OPENING 13 1/2

Door Opening - 65" WIDE X 47"

11.03 Floor. The floor is to be constructed of 7 gauge hot rolled steel material. The floor joist shall have 3 inch structural channel cross members at 4.1 pounds per foot on 24 inch centers.

CROSSMEMBERS ARE 3.5" HT HIGH TENSILE
ON 18" CENTERS

3" STRUCT CHANNELS

11.04 Side Walls. The side walls are to be constructed of 12 gauge hot rolled steel material.

SIDE WALLS ARE 11 GA HRS

11.05 Roof Material. The roof is to be constructed of 12 gauge hot rolled steel material with 3

ROOF IS 11 GA H.R.S.

Sent By: Fayetteville, Arkansas;

501 576 8471;

Oct-18-01 4:47PM;

Page 11

inch by 5 inch formed channel supports. Spacing of the channel supports should be no more than 24 inches. *12" CHANNEL SUPPORTS APPX REAR 6'- 24" CENTERS BALANCE OF CONT*

11.06 Vertical Side Ribs. The side ribs shall be constructed of 3 inches by 5 2 inches formed channels. Channels shall be placed no more than 29 inches apart. *12 GA 3" X 6" CHANNELS SPACING SAME AS ABOVE*

11.07 Rails and Long Sills. Long sills should measure 2 inches by 6 inches by 3/16 inch. Some solid steel bullnose measuring 1 3/8 inches shall be placed on the front of the long sills to prevent impact damage.

11.08 Hook Assembly. 1 and 1/4 inch thick by 12 5/16 inch long pull hook, continuously welded to a 2 inch pull plate container floor, and the three front cross members. This feature needs to be compatible with most major brand Roll-Off hoist systems. *3/4" PULL PLATE*

11.09 Rear Door. 12 gauge steel with formed and structural channel reinforcements. Door openings need to fit most major brand Stationary Compactors.

11.10 Door Opening. The container shall be equipped with a standard door measuring 48 inches high and 64 inches wide. The door openings shall be compatible major brand Stationary Compactors. *47" H 164" X 65" WIDE*

11.11 Hinge. The hinge shall be constructed of a 3-piece heavy duty rear hinge with grease fittings.

11.12 Ground Rollers. Four rollers, two placed on the front, and two placed on the rear, measuring 6 inches in diameter and 10 inches long supplied with grease fittings. *8" DIA X 10" LONG AT REAR 8" DIA X 8" LONG AT FRONT*

11.13 Claw Hook Lip. The claw hook shall be constructed of a 2 inch plate that is reinforced. Compatible with most major brand Roll-Off Hoist systems. *1/2" RATE RATCHET EYE*

11.14 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315 (Burgundy) in color for trash containers and #441 (Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

Sent By: Fayetteville, Arkansas;

501 575 8471;

Oct-18-01 4:47PM;

Page 12/19

GENERAL SPECIFICATION
Tub-Style Roll-off Containers (20, 30, 40 cubic yards)

Section 12

12.01 Purpose. The City intends to purchase tub style roll-off containers to be used in association with our expansion of residential and commercial services. These roll-off containers will be used for Class IV waste bulk and building material disposal.

12.02 Dimensions. Base dimensions of 40 yard tub-style roll-off containers will be 97 3/16" x 90 3/4" x 270.5" inches. Base dimensions of 30 yard tub-style roll-off containers will be 78 3/16" x 90 3/4" x 270.5" inches. Base dimensions of 20 yard tub-style roll-off containers will be 58 3/16" x 90 3/4" x 270.5" inches.

40 YD 98 1/2" OAH - 8' 1" WH X 102" CW
X 266" LONG
30 YD 98 1/2" OAH X 71" WH X 102" CW
X 266" LONG
20 YD 57 1/2" OAH X 47" WH X 102" CW
X 266" LONG

12.03 Rail. 4 x 4 x 1/4" structural tubing top rail. 4 X 3 X 3/16" STRUCT TUBING TOP RAIL

12.04 Floor Construction. The floor shall be constructed of 3/16 inch sheet steel.

12.05 Container (sides, door, and front). 10 gauge prime steel fully welded inside and out. The door shall have a vertical door latch mechanism equipped with a safety chain. The door shall close on the floor of all the containers.

12.06 Wheels. Wheels are to be placed at the rear of the roll-off containers. Wheels are to measure 6 inches in diameter and up to 10 inches long. Tarping systems will be an option
8" DIA X 10" LONG @ REAR - 8" DIA X 4 1/2" LONG AT FRONT

12.07 Hook. The containers shall be equipped with a heavy duty pull hook.

12.08 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #378 (Green) in color. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

12.09 Delivery. Containers need to be nestable for delivery.

GENERAL SPECIFICATION

Octagon Receiver Container (34, 40, & 42 cubic yards)

Section 13

13.01 Purpose. The City intends to purchase rectangular receiver containers to be used in association with our expansion of commercial services. The City also intends to purchase compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses that have exceeded our services.

13.02 Dimensions. The 34 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 5/16 inches, length 20 feet and 4 inches, and ground height 12 inches. The 40 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 5/16 inches, length 22 feet and 9 and 1/8 inches, and ground height 12 inches. The 42 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 and 5/16 inches, length 24 feet and 4 inches, and ground height 12 inches. Opening on the STD shall be 64 inches wide and 48 inches high.

40 YARD OCTAGON
HEIGHT 105 1/8
WIDTH 102"-90" INSIDE REAR
LENGTH 22'-4 5/8"
GROUND HEIGHT 13 1/2"
DOOR OPENING
47" X 65"

13.03 Floor. The floor is to be constructed of 7 gauge hot rolled steel material. The floor joint shall have 3 inch structural channel cross members at 3.5 pounds per foot.

13.04 Side Walls. Side walls are to be constructed of 7 gauge hot rolled steel material fully welded to surrounding container parts.

13.05 Roof. The roof is to be constructed of 10 gauge hot rolled steel material and fully welded to all adjacent sides of the container. Roof is 3/16" HRS

13.06 Rails/Long Sills. Long sills should measure 2 inches by 6 inches by 3/16 inch wall tubing. Some solid steel bullnose measuring 1 3/8 inches shall be placed on the front of the long sills to prevent impact damage.

13.07 Hook Assembly. 1 and 1/4 inch thick by 12 5/16 inch long pull hook, continuously welded to a 2 inch pull plate container floor, and the three front cross members. This feature needs to be compatible with most major brand Roll-Off hoist systems. 3/4" Pull Plate

13.08 Rub Rail. The rub rail shall have a 3" structural angle.

RUB RAIL IS 3/16" INTEGRALLY FORMED FLOOR PLATE

Sent By: Fayetteville, Arkansas;

501 575 8471;

Oct-18-01 4:48PM;

Pat

- 13.09 Rear Door 10 gauge steel with 3 inch by 5 and 2 inches turned channels 4 inches. 5.4 door opening. *126 ASREL - 3 X 5 X 10 GA FORMED CHANNEL FRAMING BOTTOM Door Horiz - 4 X 5 X 5/16 ST.*
- 13.10 Door Opening. The container shall be equipped with a standard door measuring 48 inches high and 64 inches wide. The door openings shall be compatible major brand Stationary Compactors. All containers doors shall be equipped with a retaining chain and a 3 point vertical latch. *Door Opening is 47" X 65"*
- 13.11 Hinge. Heavy duty 3 piece rear hinges with grease fittings.
- 13.12 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.
- 13.13 Ground Rollers. Two rollers, four rollers preferred with two placed on the front and two placed on the rear, measuring 6 inches in diameter and 10 inches long supplied with grease fittings. *8" DIA X 10" LONG @ REAR
8" DIA X 8" LONG @ FRONT*
- 13.14 Compactor Hook-Up. 1 and a 2 inch plate reinforced. *1/2" PLATE - REINFORCED*

GENERAL SPECIFICATION

Self Contained Compactor Units (10, 15, 20, & 24 cubic yards)

Section 14

- 14.01 Purpose. The City intends to purchase self-contained compactor containers to be used in association with our expansion of commercial services. The self-contained compactor containers will be used for waste disposal of large commercial businesses where a minimal area is allowed for waste disposal. These containers are made especially for liquid retention and putrescible matters where there is high waste volume produced in hotels, hospitals, restaurants, and shopping malls.
- 14.02 Dimensions. Measurements for the 10 yard is as follows: overall length 156 inches, load height 42 inches, charge box 30 inches, container length 87 inches, overall height 67 inches.

overall width 84 inches. Measurements for the 15 yard is as follows: overall length 184 inches, load height 42 inches, charge box 30 inches, container length 115 inches, overall height 90 inches, overall width 84 inches. Measurements for the 20 yard is as follows: overall length 228 inches, load height 42 inches, charge box 30 inches, container length 159 inches, overall height 90 inches, overall width 84 inches. Measurements for the 24 yard is as follows: overall length 252 inches, load height 42 inches, charge box 30 inches, container length 180 inches, overall height 90 inches, overall width 84 inches.

- 14.03 Specifications. Container shall have an MFG Rating of 1 yd³, a WASTETEC rating of .70 yd³, a Clear Top Opening of (L x W) 30 inches by 455 inches, Ram Face (H x W) 22 inches by 48 inches, Ground height of 42 inches, a Capacity per Hour of 101 yd³.
- 14.04 Performance. Cycle time is to be 25 seconds, Normal and Maximum force is to be set at 37,700 pounds, Normal and Maximum Ram Face pressure is to be 35.7 PSI, and Ram Penetration of 6 inches.
- 14.05 Electrical. The motor shall be 10 HP and Control Voltage is to be set at 120 VAC. UL Label all circuits fused, key lock, start, stop, and reverse. Compactor is to be equipped with a Tri-voltage transformer, Container Full Light indicator, Multi-Cycle Timer, and pushbutton controls mounted in the panel box face.
- 14.06 Hydraulic. A pump of 11.5 GPM, Stroke 25 inches, 2 - Cylinder (Bore/Rod) 4 inch/ 2.5 inch, 12 inch sump, and a Normal and Maximum pressure is to be set at 1,500 PSI.
- 14.07 Structural. Control Quality Prime Hot Rolled Prime steel construction with Ram face 3/8 inch, Ram top 1/4 inch, Ram bottom 3/8 inch, Charging chamber floor 3/8 inch, Charger box sides 1/4 inch, Breaker Bar 8 x 6 x 3/4 inches, and a weight of 7121 pounds. All container steel is to be constructed of Control Quality Hot Rolled Steel.
- 14.08 Standard Features. Double end pick-up and a Full Door seal.
- 14.09 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315 (Burgundy) in color for trash containers and #441 (Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Self Contained Compactor (30 & 35 cubic yards)

Section 15

- 15.01 **Purpose.** The City intends to purchase self-contained compactor containers to be used in association with our expansion of commercial services. The self-contained compactor containers will be used for waste disposal of large commercial businesses. These containers are made especially for liquid retention where there is high waste volume produced in hotels, hospitals, restaurants, and shopping malls.
- 15.02 **Specifications.** Container shall have an MFG Rating of 2 yd³, a WASTETEC rating of 1.61 yd³, a Clear Top Opening of (L x W) 42 inches by 57.5 inches, Ground height of 52 inches, a Capacity per Hour of 175 yd³.
- 15.03 **Performance.** Cycle time is to be 33 seconds, Normal and Maximum force is to be set at 38,000 pounds, Normal and Maximum Ram Face pressure is to be 21.1 PSI, and Ram Penetration of 11 inches.
- 15.04 **Electrical.** The motor shall be 10 HP, Pressure Gauge, and Control Voltage is to be set at 120 VAC. UL Label all circuits fused, key lock, start, stop, and reverse. Compactor is to be equipped with a Tri-voltage transformer, Remote power unit, Container Full Light indicator, Multi-Cycle Timer, and controls in panel box face.
- 15.05 **Hydraulic.** A pump of 11.5 GPM, 12 inch sump, and a Normal and Maximum force is to be set at 1,800 PSI.
- 15.06 **Structural.** Control Quality Prime Hot Rolled Prime steel construction with Ram face 5/8 inch, Ram top 1/4 inch, Ram sides 3/8 inch, Ram bottom 3/8 inch, Charging chamber floor 3/8 inch, 1/4 inch packer sides, and a Breaker Bar 8 x 6 x 3/4 inches.
- 15.07 **Bustle.** The bustle door utilizes 4 heavy-duty sliding hinges in conjunction with a hinge-side ratchet. This allows the door to be securely closed to prevent leakage.
- 15.08 **Port Hole.** A 1 2 inch port to allow easy wash down under packing head.
- 15.09 **Standard Features.** Double end pick-up, Full Door seal, Compactor Clean-Out,

replaceable UHMW Ram Guides, and Center Skid.

- 15.10 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION

Self Contained Compactor (30 & 35 cubic yards)

Section 16

- 16.01 Purpose. The City intends to purchase Shorty compactors to be used in association with our expansion of commercial services. The Shorty compactors will be used for compaction of waste in containers of large commercial businesses. These containers are made especially for minimal area locations with a high waste volume produced.
- 16.02 Specifications. Container shall have an MFG Rating of 2 yd³, a WASTETEC rating of 1.61 yd³, a Clear Top Opening of (L x W) 42 inches by 57.5 inches, Ram face of (H x W) 28 inches by 60 inches, Ground height of 15.5 inches, a Capacity per Hour of 171 yd³. Overall length shall measure 74 and 1/4 inches.
- 16.03 Performance. Cycle time is to be 42 seconds, Normal force of 42,700 pounds, Maximum force of 50,800 pounds, Normal Ram Face pressure of 24.3 PSI, Maximum Ram Face pressure of 28.8 PSI, and Ram Penetration of 11 inches.
- 16.04 Electrical. The motor shall be 10 HP, Control Voltage is to be set at 120 VAC. UL Label, all circuits fused, key lock, start, stop, and reverse.
- 16.05 Hydraulic. A pump of 10 GPM, Normal pressure of 1,850 PSI, Maximum force of 2,300 PSI, 2 - Cylinder (Bore/Rod) 4 inch / 2.5 inch, and a Stroke of 56 inches.
- 16.06 Structural. Control Quality Prime Hot Rolled Prime steel construction with Ram face 2 inch, Ram top 1/4 inch, A Ram bottom 3/8 inch, Charging chamber floor 2 inch, Charger box sides 1/4 inch, total weight of 3303 pounds, and Breaker Bar 8 x 6 x 3/4 inches. Charger box opening shall measure 41 inches by 57.5 inches. The container shall have 1/4

inch compactor side wall, heavy structural reinforcement to the charge chamber and the Ram Guidance System (ram guide angle attached to side wall, ram guide block mounted inside of a guide block channel that slides over the ram guide angle), all serve to assure reduced wear and longevity in this unit.

- 16.07 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION

Crosspak Self-Contained Compactor (5 & 6 cubic yards)

Section 17

- 17.01 Purpose. The City intends to purchase Crosspak self-contained compactor containers to be used in association with our expansion of commercial services. The Crosspak self-contained compactor containers will be used for waste disposal of small commercial businesses, restaurants, and food chains cannot utilize a full size compaction system because of volume or space limitations. These containers are made especially for keeping work areas clean, sanitary, and at low-cost instillation, no more vermin and putrescible matters, and consisting of a leakproof operation.
- 17.02 Dimensions. The 5 yard rear loader dimensions shall be constructed as follows: Overall width of 130 inches (container 79 inches and the compactor 51 inches), overall length of 150 inches, container height is 51 inches, compactor height of 40 inches, and compactor length of 46 inches. The 6 yard front loader dimensions shall be constructed as follows: Overall width of 131 inches (container 80 inches and the compactor 51 inches), overall length of 103 inches, container height is 67 inches, compactor height of 40 inches, and compactor length of 46 inches, and compactor base stand height of 12 inches.
- 17.03 Construction. Compactor size should be constructed with prime steel with the following measurements: Compactor size of 3/16 inches, Compactor floor of 1/4 inches, Ram face of 1/4 inches, Ram bottom of 1/4 inches, and Ram top of 3/16 inches.

- 17.04 Hydraulic. A pump of 3 GPM, 2 - Cylinder (3" Bore and 1 2"Rod) 3 inch by 20 inch, Normal pressure of 1800 PSI, Maximum pressure of 2000 PSI, and 10 gallon Oil Reservoir.
- 17.05 Charge Box. Clear top opening measuring 24 inches by 48 inches and Ram face measuring 18 2 inches high by 48 inches wide.
- 17.06 Performance. Cycle time is to be 42 seconds, Normal ram force of 23,300 pounds, Maximum ram force of 30,000 pounds, Normal working pressure of 2000 PSI, and Maximum working pressure of 2200 PSI.
- 17.07 Electrical. 3 H.P. 208/230/440/460V and 3 Ph. 4 wire, 60 cycle, 100V controls. All circuits must be fused and control panel shall have push button controls.
- 17.08 Features. Container construction allows loading from all three sides of charging chamber, and an optional ozone neutralizer, which eliminates unpleasant odors. The cross cylinder design allows the superior compaction force to reduce large volumes of waste.
- 17.09 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

WATSON
ACCU-RATE

COMPACTOR ACCURATE

07-01-01

DETAILED SPECIFICATIONS ACCURATE

Model D-500/C-800

80' Container Compactor/Compacter

CHARGING BOX DIMENSIONS AND CAPACITY

1. Bunker yield capacity (DBCO-8)
2. Theoretical yield 76 cubic yards per hour at 100% utilization
3. Actual yield 42 cubic yards per hour at 100% utilization
4. Depth 10' 1/2" 10800-17-1/2"

CONTAINER

1. Side 17' 25" 10800-17-25"
2. Penetration into container
3. Side 17' 25" 10800-17-25"
4. Side 17' 25" 10800-17-25"

ERECTOR DETAILS (PACKER)

1. Housing area 17' 25"
2. Housing floor 10' 6"
3. Side 17' 25" 10800-17-25"
4. Side 17' 25" 10800-17-25"
5. Side 17' 25" 10800-17-25"
6. Side 17' 25" 10800-17-25"
7. Side 17' 25" 10800-17-25"
8. Side 17' 25" 10800-17-25"
9. Side 17' 25" 10800-17-25"

WEIGHT

1. Base Compactor approx. 3,550 lbs (DBCO-3740)
2. Base unit approx. 200 lbs with oil

FEATURES & ELECTRICAL AND HYDRAULIC

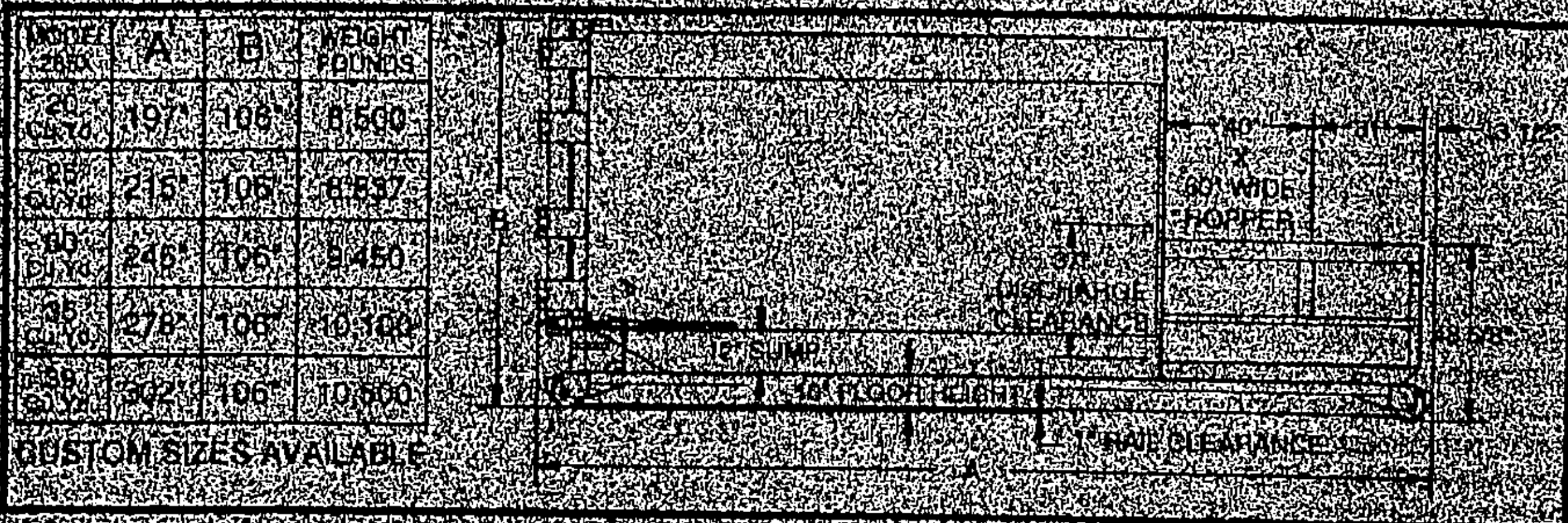
1. Motor HP 1800-1800-1800-1800
2. Motor 208/230/460 3 Phase 60 Hz
3. 110 Volt Control Circuit
4. Remote Key Start on 15' Scuttle (field adaptable for chute application)
5. Automatic Cycle Turn Key Switch
6. Ram Cylinder 3" 2" Rod 16" stroke
7. Vane Pump 4.3 GPM (For Quiet Operation)
8. Pressure Actuated Switch Dual Purpose
9. Directional Solenoid Valve and Relief Valve
10. 7 Gallon Reservoir
11. Total Ram Force 28,300 lbs
12. System Pressure (Factory Set) 2250 P.S.I.
13. Cycle Time 20 Seconds
14. Container Full Indicator Light
15. Quick Change Bar front or rear container entry

ACCURATE INDUSTRIES

- Installation design assistance and conceptual studies
- Special product customization solutions for tough to solve applications
- Convenient Rental, Lease and Purchasing Programs
- Compliance with all applicable ANSI & OSHA Safety Standards
- Company sponsored
- Site Surveys
- Sales & Service Training Seminars
- (800) Service Line

www.accurate.com

COMPACTOR MODEL 285X



CHARGING BOX CAPACITY

1. MANUFACTURERS RATING 4.00 CU YD
2. WASTE RATING 1.30 CU YD
3. HOPPER WIDTH 60.00"
4. HOPPER LENGTH 44.00"
5. RAM HEIGHT 28.25"
6. RAM PENETRATION 8.00"
7. COMPACTOR WEIGHT WITH RAM 3,700 LBS

RAM DETAILS

1. 1/2 inch thick ram face plate with 3/4 inch thick stiffener plates
2. Ram base is 3/4 inch flat bar with 6 x 2 tube framing
3. Ram top is 1/4 inch plate with 4 inch channels @ 12 inch spacing
4. Ram sides are framed with 1/4 wall tube
- 5.
- 6.
- 7.

PACKER FABRICATION DETAILS

1. 1/2 inch thick floor plate with 3 x 2 tube @ 12 inch spacing
2. 1/4 inch thick side plates with 4 x 3 tube vertical stiffeners and 3 x 2 tube horizontal stiffeners
3. Top rail is 6 x 3 x 3/16 tube
4. Bottom rail is 5 x 3 x 3/8 angle gusseted
5. Breaker bar is 6 x 6 x 3/4 angle
6. 4 x 4 plate stiffened with 4 x 3 tube tied to 4 x 4 angles provide rear stability
7. 11 ga. top deck sheet is standard
- 8.
- 9.
- 10.

ELECTRICAL-HYDRAULIC

1. MOTOR HP 10
2. MOTOR RPM 1800
3. VOLTAGE 208/250/460 3 PHASE
4. PUMP GPM 11.50
5. PUMP TYPE FIXED
6. CYLINDERS 2
7. BORE 4.00 ROD 2.00
8. PSI REG 1,850
9. RAM FORCE 40,800
10. RAM FORCE PSI 23.25
11. CYCLE TIME SEC 38
12. TANK GAL 26
13. PU LOCATION REMOTE
14. CONTROL CIRCUIT 110V
15. RAM CYCLE CONTROL TIMER PRESSURE
16. Automatic cycle
17. Turn key switch
18. Ram extends, retracts and stops automatically

CONTAINER SPECIFICATIONS

1. 7 ga. Floor with 3 inch channel frame
2. 6 x 2 x 1/4 tube rails 36 1/2 inch I.D.
3. Solid steel bulkhead and hook both ends
4. 4 inch dia. rollers 6 inches long
5. 4-8 inch dia. heavy duty wheels
6. 7 ga. container bulkhead formed for rigidity
7. 7 ga. door framed with 6 x 3 tube
8. 4 slotted hinges with grease fittings
9. Fully gasketed door with dual latch system
10. Standard sizes are 20, 25, 30, 35 and 39 Cu Yd
11. Custom sizes available
12. Tested and certified watertight

WASTEDUP
ACCURATE

COMPACTOR ACCU-PAK MODEL

07-01-01

DETAILED SPECIFICATIONS ACCU-PAK

Model D-800/D-800

Self-Contained Compactor/Container

CHANGING BOX DIMENSIONS AND CAPACITY

1. 8 cubic yard capacity (D800-8)
2. Theoretical rating 76 cubic yards per hour at 100% utilization
3. WASTE rating 42 cubic yard
4. Feed height 59 1/2" (D800-74 1/2")

RAM DETAILS

1. Face 1728 sq in. (D800-1728)
2. Penetration into container 17"
3. Face 2 Ga sheet
4. Top & Sides 7 Ga sheet

FABRICATION DETAILS (PACKER)

1. Housing sides 11 Ga
2. Housing floor 10 Ga
3. Side thrust tube 6 x 2
4. Rear thrust 1 beam 6" (206)
5. Breaker bar 2 x 6 tube
6. All weld joints in thrust area are gusseted with 1/4" and 1/2" plates
7. Structure Steel tube & angle
8. Supports Steel tube
9. Door opening 48" x 27"

WEIGHT

1. Basic compactor approx 3,550 lbs (D800-3740)
2. Power unit approx 200 lbs with oil

FEATURES & ELECTRICAL AND HYDRAULIC

1. Motor 5HP 1800 RPM Multiple Voltage
2. T.E.F.C. 208/230/460 3 Phase 60 HZ
3. 110 Volt Control Circuit
4. Remote Key Start on 15 Sealite (field adaptable for on site application)
5. Automatic Cycle Turn Key Switch
6. Ram Cylinder 4" 2" Rod 16" stroke
7. Vane Pump 4.3 GPM (For Quiet Operation)
8. Pressure Activated Switch Dual Purpose
9. Directional Solenoid Valve and Relief Valve
10. 7 Gallon Reservoir
11. Total Ram Force 28,300 lbs
12. System Pressure (Factory Set) 2250 P.S.I.
13. Cycle Time 20 Seconds
14. Container Full Indicator Light
15. Quick Change Bar front or rear container entry

ACCURATE INDUSTRIES

- Installation design assistance and conceptual studies
- Special product customization solutions for tough to solve applications
- Convenient Rental, Lease and Purchasing Programs
- Compliance with all applicable ANSI Z 245.1 Safety Standards
- Company sponsored:
 - Site Surveys
 - Sales & Service Training Seminars
 - (800) Service Lines



please see specifications on

MANUFACTURER'S WARRANTY

07/01/01

ACCURATE INDUSTRIES, INC. ("Accurate") warrants equipment of its own manufacture to be free from defects in materials and workmanship under normal use and service, to the original purchaser only, subject to the conditions outlined below. ACCURATE'S obligation under the warranty is limited to repair or replacement, with a similar genuine part, of any part of the product of its manufacture which is returned to ACCURATE within ten days after the discovery of the defect, properly identified and transportation charges prepaid, and not more than 12 months after the equipment has been delivered to the original user. No freight, travel cost, meals or lodging shall be covered by this warranty. No warranty credit will be issued for labor or parts until such parts are returned using proper authorization tags and numbers to ACCURATE for our inspection.

WARRANTY OVERVIEW		
3 - YEARS STRUCTURAL 2 - YEARS COMPONENTS / 1-YEAR LABOR Extended Parts / Labor Warranty - 6% Per Additional Year	12 - MONTHS COMPONENTS 6 - MONTHS LABOR	3 - YEARS STRUCTURAL / 3 - YEARS CYLINDER (PARTS ONLY) 1 - YEAR COMPONENTS / 6 - MONTHS LABOR
Executive Series	Stationary Compactors: Models 245C, 345C, 345XHD-D, 445C, 445XHD-7, 445XHD-720, 445XHD-D, 545HD through 1250XHD Self-Contained Compactors: Models 205, 255C ALL OTHER PRODUCTS (FL, RL, RD)*	Stationary Compactors: Models 245 HD & XHD, 345 HD & XHD, 445 HD & XHD Self-Contained Compactors: Models 255HD, Model 285X** ** Cylinders 1 - Year Parts & Labor

* Manufactured by TEOM AND Matfab, Inc.
12 MONTH WARRANTY SCHEDULE

FIRST THROUGH SIXTH MONTH:

ACCURATE will furnish without charge, F.O.B. its plant, a similar genuine part to replace any part of product of its manufacturer which proves to be defective in normal use and service during the period. Labor charges to install such parts will be allowed in accordance with scheduled allowable labor rates or flat rate, authorized by ACCURATE prior to performance of said labor. This warranty does not apply to normal operating adjustments such as, adjusting pressure settings, limit switches, timer, relays, fuses or loss of hydraulic oil, cable replacement or filter replacement. Hoist pumps and P.T.O.'s are subject to the warranty limitations set by the pump and P.T.O. manufacturer only. Travel time is limited to (2) two hours maximum per service call.

- a) This warranty shall not apply to any failure or damage incurred through neglect, lack of maintenance, misuse, accidents, improper installation, re-designing of assemblies or through any other cause beyond the control of ACCURATE.
- b) This warranty shall not apply if the equipment has been loaded above the factory recommended maximum load capacity.
- c) This warranty shall be expressly limited to the repair or replacement of defective parts, as stated above, all other damage and claims, statutory or otherwise, being hereby waived by the purchaser and only those labor charges specifically authorized by ACCURATE. ACCURATE limits its warranty to parts and accessories supplied by it and installed in compliance with the prevailing industry standard.

SEVENTH THROUGH TWELFTH MONTH:

The warranty provided above for the first through sixth month applies for the seventh through twelfth month with the following exception: No labor charges will be honored under ACCURATE'S warranty or obligation in connection with the sale of its equipment.

ADDITIONAL WARRANTY: Refer to Warranty Overview above for products with additional warranties.

REPLACEMENT PARTS WARRANTY: Replacement parts that ACCURATE has provided due to defects in the original parts are warranted for ninety (90) days only from delivery only. No labor, freight, or any other charges are covered. If the replacement part fails within ninety (90) days from the delivery date, it must be returned to ACCURATE, freight prepaid, for inspection and an equivalent replacement part will be supplied. The following example illustrates the application of the replacement parts warranty:

ACCURATE'S manufacturers and replacement parts warranties are expressly in lieu of all other warranties. ACCURATE provides no other warranties except as stated therein. ACCURATE MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR A PARTICULAR PURPOSE. If any sample or model was shown to or provided by Buyer, such sample or model was used merely to illustrate the general type and quality of the Goods and such use is not to be construed as warranty that the Goods will conform to the sample or model. Any descriptions or illustrations contained in ACCURATE'S catalogues, price lists or other advertising matter are intended merely to present a general description of the Goods and shall not form a part of this order. ACCURATE makes no warranty that Buyer holds or will hold the Good free of the claim of any third person that may arise from alleged patent or trademark infringement. Since conditions of use over which ACCURATE has no control may have a significant effect on the Goods, ACCURATE disclaims any warranty that the Goods will conform to the standards and requirement set forth in the "Occupational Safety and Health Act" of 1970, as amended or the rules and regulations thereunder. No agent, employee or representative of ACCURATE has any authority to bind ACCURATE to any affirmation, representation or warranty concerning the Goods, except an officer of ACCURATE who agrees to the same in writing. In no event is any affirmation, representation or warranty relating to the Goods applicable to any one other Buyer, and no purchaser from Buyer is entitled to rely thereon. ACCURATE neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its equipment.

Tuesday, October 23, 2001

Ms. Peggy Vice
City of Fayetteville
Purchasing Office - Rm. 306
113 W. Mountain
Fayetteville, AR 72701

Dear : Ms. Vice

Wastequip would like to take this opportunity to express our gratitude for this opportunity to quote solid waste equipment for the City of Fayetteville Request for Bid #01-56. Items to be considered by the City are rear load, front load, and roll off (rectangular and tub style) containers, as well as self-contained and stationary compactors.

Pursuant to our response we would like to make the following addendum to RFB #01-56:

Item 1. Compactors quoted will meet or exceed City specifications with certain reservations regarding physical dimension variances. As an example: Ten, Fifteen and Twenty cubic yard self-contain hopper openings per specification are 30" length vs. actual size quoted 40" length. Detail specification sheets are provided as part of the addendum for comparison purposes.

Item 2. All compacting equipment quoted to be U. L. listed system.

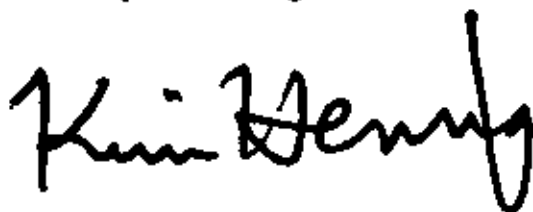
Item 3. Front load containers quoted to be shipped with 'A' Frame attached (welded not bolted) with lids attached by Wastequip employee's upon delivery of units to meet City of Fayetteville operation personnel concerns.

Item 4. Compactor training, technical and field, to be provided at no additional cost to City of Fayetteville. (City to provide transportation and hotel accommodations for City employees)

Item 5. Submit for consideration the Accurate Accu-Pak (rotateable head for side, rear and front load application) Front End Load compactor at a cost of \$6,136.00.

Wastequip further offers to provide technical and product assistance should the City require additional information to assist them in making a decision for award. Please contact Kim Hennig (800-242-0122) or David Minton (903-520-0473) should assistance be required.

Respectfully,



Kim Hennig
Sales Manager

REQUEST FOR BID

SPECIFICATIONS

SOLID WASTE CONTAINERS

*Prepared by
Solid Waste Division
City of Fayetteville, Arkansas*

No deviation

ADVERTISEMENT FOR BIDS

City of Fayetteville, Arkansas

Separate sealed bids for Solid Waste Containers will be received by the City of Fayetteville, Arkansas, at the Office of the Purchasing Officer until 11:30 a.m., October 25th, 2001, and then at said office publicly opened.

The Information for Bidders, Form of Bid, Specifications, and other documents may be examined at the following location:

City of Fayetteville
Purchasing Office
113 W. Mountain, Room 306
Fayetteville, Arkansas 72701

Copies may be obtained from the Purchasing Office located at the above address. The City reserves the right to waive any informalities or to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The City of Fayetteville is an Equal Opportunity Employer.

10-18-01
Date

PVice
Purchasing Manager

INFORMATION FOR BIDDERS

1.0 RECEIPT AND OPENING OF BIDS: The CITY OF FAYETTEVILLE, ARKANSAS (herein called the "City"), invites bids on the project described in the Scope of Services. Bids will be received by the City at the Purchasing Office until 11:30 a.m. (Central Time), October, 25th, 2001 and then at said office publicly opened. The envelopes containing the bid must be sealed, addressed to Purchasing Officer, City of Fayetteville at 113 W. Mountain St., Fayetteville, AR 72701 with bid number clearly visible.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

2.0 PREPARATION OF BID: Each bid must be submitted on the Bid for Unit Price form attached hereto. All blank spaces for bid prices must be filled in, in ink or typewritten, fully completed and executed when submitted. Each bid must be submitted in a separate sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City.

3.0 SUBCONTRACT (S): The Bidder will supply the names and addresses of all subcontractors to the City for approval. Also, the to be performed by each subcontractor must be stated.

4.0 TELEGRAPHIC MODIFICATION: Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modifications over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5.0 QUALIFICATIONS OF BIDDER: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder will furnish to the City all such information and data for this purpose as the City may request. If requested by the City, the three final Bidders will conduct a tour of their facilities wherein the City may further investigate the Bidders. Said visit and tour will be conducted within five (5) days of the date of bid

opening and on a date to be selected by the City. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the bid and to complete the work contemplated therein.

6.0 CONDITIONS OF WORK: Each Bidder must inform himself fully of the conditions relating to the performance of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this bid.

7.0 ADDENDA AND INTERPRETATION: No formal interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Glenda Reynolds, Office Manager, City of Fayetteville, Arkansas, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued will become part of the bid documents.

8.0 LAWS AND REGULATIONS: The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the project will apply to the bid throughout, and they will be deemed to be included in the bid the same as though herein written out in full.

9.0 METHOD OF AWARD - LOWEST QUALIFIED BIDDER: The City will adhere to the selection process as set forth in the Administrative Policies and Procedures Manual. Copies of the applicable policies and procedures may be obtained from the Purchasing Officer.

10.0 OBLIGATION OF BIDDER: At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and bid documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or document will in no way relieve any bidder from any obligation in respect of his bid.

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: 10-25-01

Proposal of BES-PAC WASTE HANDLING EQUIPMENT (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of So. CAROLINA & MISSISSIPPI, a partnership, or an individual doing business as BES PAC / Mid South Waste Equipment.

To the City of Fayetteville, Arkansas (hereinafter called "City").
The Bidder, in compliance with your invitation for bids for Solid Waste Containers having examined the specifications with related bid documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the bid documents and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bid documents, of which this proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications for the following unit prices.

ITEM		UNIT
NO.	DESCRIPTION	PRICE
1.	Rectangular Open-top Roll-off Container, 20 yard	2340.00
2.	Rectangular Open-top Roll-off Container, 30 yard	2590.00
3.	Rectangular Open-top Roll-off Container, 40 yard	2940.00
4.	Rectangular Receiver Container, 40 yard	4090.00
5.	Rectangular Receiver Container, 42 yard	4505.00
6.	Tub Style Roll-off Container, 20 yard	2240.00
7.	Tub Style Roll-off Container, 30 yard	2490.00
8.	Tub Style Roll-off Container, 40 yard	2840.00
9.	Octagon Receiver Container, 34 cubic yards	3547.50
10.	Octagon Receiver Container, 40 cubic yards	3890.25
11.	Octagon Receiver Container, 42 cubic yards	4488.25
12.	Self Contained Compactor Units, 10 cubic yards	9502.50
13.	Self Contained Compactor Units, 15 cubic yards	10,005.00
14.	Self Contained Compactor Units, 20 cubic yards	10,252.50
15.	Self Contained Compactor Units, 24 cubic yards	10,502.50
16.	Shorty Stationary Compactor, 2 cubic yards	7,715.50
17.	Self Contained Compactor, 2 cubic yards	10,800.00
		BP230 10,800.00
		BP235 11,572.50

18.	Crosspak Self-contained Compactor, 5 cubic yards	7976 ⁰⁰
19.	Crosspak Self-contained Compactor, 6 cubic yards	7312 ⁰⁰

The submitted bid will be honored by the Bidder for a period of one year from the date of the bid. Bidder understands that the City may purchase up to 250 units in any combination of the above listed items during this timeframe. Bidder understands that the minimum purchase will be in truckload lots. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder and the City, at the end of the first year may mutually agree to extend the unit pricing for a second calendar year. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:
By: *[Signature]*
Title *REGIONAL SALES MGR.*



(Business Address and Zip Code)
*1909 MAIN ST.
EASLEY, SC. 29641*

SEAL - (if bid by a Corporation)

GENERAL SPECIFICATION
Rectangular Roll-off Containers (20, 30, 40 cubic yards)

Section 10

10.01 Purpose. The City intends to purchase roll-off containers to be used in association with our expansion of services. These roll-off containers will be used for waste bulk and building material disposal. The City also intends to purchase receiver boxes and compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses

that have exceeded our services.

- 10.02 Sub-Frame and Rail. 2 x 6 x 3/16" structural tubing rails and 1 2" thick solid nose on pick-up end of rails.
- 10.03 Floor Construction. 10 gauge sheet steel floor with 3" channel cross members with no more than 21" spacing. A 45 degree continuous slope is to be created across the front to reduce trappage and corrosion of the container flooring.
- 10.04 Hook and Mounting Plates. 1 1/4" thick plate flame cut long pull hook, continuously welded into both sides of hook plate, floor, and both forward cross members. Hook plate shall be 2" steel plate fully welded to sub-frame rails.
- 10.05 Container (sides, roofs, and ends). 12 gauge prime steel fully welded inside and out with 4 x 3-11 gauge steel tubing frame.
- 10.06 Rear Door. 12 gauge steel sheet with 4 x 3 x 3/16" tubing frame with an 8" channel door frame. All 20 yard containers are to have 2 hinges, 30 and 40 yard containers are to have 3 hinges, 1" x 4" hinge bar with 15/16" diameter pins, and a 2 point vertical safety latch system with locking mechanism. Door shall close on floor, helping maintain structural integrity at hinge corner posts.
- 10.07 Dimensions. Base dimensions of 40 yard roll-off containers will be 84" x 94 3/16" x 268.5" inches. Base dimensions of 30 yard roll-off containers will be 63" x 74 3/16" x 268.5" inches. Base dimensions of 20 yard roll-off containers will be 40" x 50 3/16" x 268.5" inches.
- 10.08 Guide Rollers: Guide rollers shall measure 4 inches in diameter and 6 inches long.
- 10.09 Rear Corner Posts: Rear corner posts shall be made of 7 gauge steel measuring 3 inches by 10 2 inches.
- 10.10 Channel Uprights: All channel uprights shall be formed and made from 12 gauge steel. Measurements are to be 3 inches by 5 inches and spacing of said uprights shall be placed at 30 inch intervals.
- 10.11 Tubing: Top cap tubing is to be constructed of 11 gauge steel and measure 3 inches by 4 inches.
- 10.12 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with

a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #378(Green) in color. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

- 10.13 Access Ladder: An access ladder is to be placed on all 30 and 40 yard roll-off containers
- 10.14 Wheels: Wheels are to be placed at both the front and the rear of the roll-off containers. Wheels are to measure 6 inches in diameter and 10 inches long.
- 10.15 Tarp Rail: A tarp rail shall be placed on container constructed of 3/4 inch round rim stock.

GENERAL SPECIFICATION
Rectangular Receiver Container (40 & 42 cubic yards)

Section 11

- 11.01 Purpose. The City intends to purchase rectangular receiver containers to be used in association with our expansion of commercial services. The City also intends to purchase compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses that have exceeded our services.
- 11.02 Dimensions. The 40 yard dimensions shall be constructed as follows: Height 98 3/8 inches, width 92 3/16 inches, length 265 1/8 inches, and ground height 12 inches. The 42 yard dimensions shall be constructed as follows: Height 103 3/4 inches, width 92 3/16 inches, length 265 1/8 inches, and ground height 12 inches. Opening on the STD shall be 64 inches wide and 48 inches high.
- 11.03 Floor. The floor is to be constructed of 7 gauge hot rolled steel material. The floor joist shall have 3 inch structural channel cross members at 4.1 pounds per foot on 24 inch centers.
- 11.04 Side Walls. The side walls are to be constructed of 12 gauge hot rolled steel material.
- 11.05 Roof Material. The roof is to be constructed of 12 gauge hot rolled steel material with 3

inch by 5 inch formed channel supports. Spacing of the channel supports should be no more than 24 inches.

- 11.06 Vertical Side Ribs. The side rails shall be constructed of 3 inches by 5 2 inches formed channels. Channels shall be placed no more than 29 inches apart.
- 11.07 Rails and Long Sills. Long sills should measure 2 inches by 6 inches by 3/16 inch. Some solid steel bullnose measuring 1 3/8 inches shall be placed on the front of the long sills to prevent impact damage.
- 11.08 Hook Assembly. 1 and 1/4 inch thick by 12 5/16 inch long pull hook, continuously welded to a 2 inch pull plate container floor, and the three front cross members. This feature needs to be compatible with most major brand Roll-Off hoist systems.
- 11.09 Rear Door. 12 gauge steel with formed and structural channel reinforcements. Door openings need to fit most major brand Stationary Compactors.
- 11.10 Door Opening. The container shall be equipped with a standard door measuring 48 inches high and 64 inches wide. The door openings shall be compatible major brand Stationary Compactors.
- 11.11 Hinge. The hinge shall be constructed of a 3-piece heavy duty rear hinge with grease fittings.
- 11.12 Ground Rollers. Four rollers, two placed on the front, and two placed on the rear, measuring 6 inches in diameter and 10 inches long supplied with grease fittings.
- 11.13 Claw Hook-Up. The claw hook shall be constructed of a 2 inch plate that is reinforced. Compatible with most major brand Roll-Off Hoist systems.
- 11.14 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container.
All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Tub-Style Roll-off Containers (20, 30, 40 cubic yards)

Section 12

- 12.01 Purpose. The City intends to purchase tub style roll-off containers to be used in association with our expansion of residential and commercial services. These roll-off containers will be used for Class IV waste bulk and building material disposal.
- 12.02 Dimensions. Base dimensions of 40 yard tub-style roll-off containers will be 97 3/16" x 90 3/4" x 270.5" inches. Base dimensions of 30 yard tub-style roll-off containers will be 78 3/16" x 90 3/4" x 270.5" inches. Base dimensions of 20 yard tub-style roll-off containers will be 58 3/16" x 90 3/4" x 270.5" inches.
- 12.03 Rail. 4 x 4 x 1/4" structural tubing top rail.
- 12.04 Floor Construction. The floor shall be constructed of 3/16 inch sheet steel.
- 12.05 Container (sides, door, and front). 10 gauge prime steel fully welded inside and out. The door shall have a vertical door latch mechanism equipped with a safety chain. The door shall close on the floor of all the containers.
- 12.06 Wheels. Wheels are to be placed at the rear of the roll-off containers. Wheels are to measure 6 inches in diameter and up to 10 inches long. Tarping systems will be an option
- 12.07 Hook. The containers shall be equipped with a heavy duty pull hook.
- 12.08 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #378 (Green) in color. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.
- 12.09 Delivery. Containers need to be nestable for delivery.

GENERAL SPECIFICATION
Octagon Receiver Container (34, 40, & 42 cubic yards)

Section 13

- 13.01 **Purpose.** The City intends to purchase rectangular receiver containers to be used in association with our expansion of commercial services. The City also intends to purchase compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses that have exceeded our services.
- 13.02 **Dimensions.** The 34 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 5/16 inches, length 20 feet and 4 inches, and ground height 12 inches. The 40 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 5/16 inches, length 22 feet and 9 and 1/8 inches, and ground height 12 inches. The 42 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 and 5/16 inches, length 24 feet and 4 inches, and ground height 12 inches. Opening on the STD shall be 64 inches wide and 48 inches high.
- 13.03 **Floor.** The floor is to be constructed of 7 gauge hot rolled steel material. The floor joist shall have 3 inch structural channel cross members at 3.5 pounds per foot.
- 13.04 **Side Walls.** Side walls are to be constructed of 7 gauge hot rolled steel material fully welded to surrounding container parts.
- 13.05 **Roof.** The roof is to be constructed of 10 gauge hot rolled steel material and fully welded to all adjacent sides of the container.
- 13.06 **Rails/Long Sills.** Long sills should measure 2 inches by 6 inches by 3/16 inch wall tubing. Some solid steel bullnose measuring 1 3/8 inches shall be placed on the front of the long sills to prevent impact damage.
- 13.07 **Hook Assembly.** 1 and 1/4 inch thick by 12 5/16 inch long pull hook, continuously welded to a 2 inch pull plate container floor, and the three front cross members. This feature needs to be compatible with most major brand Roll-Off hoist systems.
- 13.08 **Rub Rail.** The rub rail shall have a 3" structural angle.

- 13.09 Rear Door. 10 gauge steel with 3 inch by 5 and 2 inches formed channels 4 inches. 5.4 door opening.
- 13.10 Door Opening. The container shall be equipped with a standard door measuring 48 inches high and 64 inches wide. The door openings shall be compatible major brand Stationary Compactors. All containers doors shall be equipped with a retaining chain and a 3 point vertical latch.
- 13.11 Hinge. Heavy duty 3 piece rear hinges with grease fittings.
- 13.12 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.
- 13.13 Ground Rollers. Two rollers, four rollers preferred with two placed on the front and two placed on the rear, measuring 6 inches in diameter and 10 inches long supplied with grease fittings.
- 13.14 Compactor Hook-Up. 1 and a 2 inch plate reinforced.

GENERAL SPECIFICATION

Self Contained Compactor Units (10, 15, 20, & 24 cubic yards)

Section 14

- 14.01 Purpose. The City intends to purchase self-contained compactor containers to be used in association with our expansion of commercial services. The self-contained compactor containers will be used for waste disposal of large commercial businesses where a minimal area is allowed for waste disposal. These containers are made especially for liquid retention and putrescible matters where there is high waste volume produced in hotels, hospitals, restaurants, and shopping malls.
- 14.02 Dimensions. Measurements for the 10 yard is as follows: overall length 156 inches, load height 42 inches, charge box 30 inches, container length 87 inches, overall height 67 inches,

overall width 84 inches. Measurements for the 15 yard is as follows: overall length 184 inches, load height 42 inches, charge box 30 inches, container length 115 inches, overall height 90 inches, overall width 84 inches. Measurements for the 20 yard is as follows: overall length 228 inches, load height 42 inches, charge box 30 inches, container length 159 inches, overall height 90 inches, overall width 84 inches. Measurements for the 24 yard is as follows: overall length 252 inches, load height 42 inches, charge box 30 inches, container length 180 inches, overall height 90 inches, overall width 84 inches.

- 14.03 Specifications. Container shall have an MFG Rating of 1 yd³, a WASTETEC rating of .70 yd³, a Clear Top Opening of (L x W) 30 inches by 455 inches, Ram Face (H x W) 22 inches by 48 inches, Ground height of 42 inches, a Capacity per Hour of 101 yd³.
- 14.04 Performance. Cycle time is to be 25 seconds, Normal and Maximum force is to be set at 37,700 pounds, Normal and Maximum Ram Face pressure is to be 35.7 PSI, and Ram Penetration of 6 inches.
- 14.05 Electrical. The motor shall be 10 HP and Control Voltage is to be set at 120 VAC. UL Label all circuits fused, key lock, start, stop, and reverse. Compactor is to be equipped with a Tri-voltage transformer, Container Full Light indicator, Multi-Cycle Timer, and pushbutton controls mounted in the panel box face.
- 14.06 Hydraulic. A pump of 11.5 GPM, Stroke 25 inches, 2 - Cylinder (Bore/Rod) 4 inch/ 2.5 inch, 12 inch sump, and a Normal and Maximum pressure is to be set at 1,500 PSI.
- 14.07 Structural. Control Quality Prime Hot Rolled Prime steel construction with Ram face 3/8 inch, Ram top 1/4 inch, Ram bottom 3/8 inch, Charging chamber floor 3/8 inch, Charger box sides 1/4 inch, Breaker Bar 8 x 6 x 3/4 inches, and a weight of 7121 pounds. All container steel is to be constructed of Control Quality Hot Rolled Steel.
- 14.08 Standard Features. Double end pick-up and a Full Door seal.
- 14.09 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Self Contained Compactor (30 & 35 cubic yards)

Section 15

- 15.01 **Purpose.** The City intends to purchase self-contained compactor containers to be used in association with our expansion of commercial services. The self-contained compactor containers will be used for waste disposal of large commercial businesses. These containers are made especially for liquid retention where there is high waste volume produced in hotels, hospitals, restaurants, and shopping malls.
- 15.02 **Specifications.** Container shall have an MFG Rating of 2 yd³, a WASTETEC rating of 1.61 yd³, a Clear Top Opening of (L x W) 42 inches by 57.5 inches, Ground height of 52 inches, a Capacity per Hour of 175 yd³.
- 15.03 **Performance.** Cycle time is to be 33 seconds, Normal and Maximum force is to be set at 38,000 pounds, Normal and Maximum Ram Face pressure is to be 21.1 PSI, and Ram Penetration of 11 inches.
- 15.04 **Electrical.** The motor shall be 10 HP, Pressure Gauge, and Control Voltage is to be set at 120 VAC. UL Label all circuits fused, key lock, start, stop, and reverse. Compactor is to be equipped with a Tri-voltage transformer, Remote power unit, Container Full Light indicator, Multi-Cycle Timer, and controls in panel box face.
- 15.05 **Hydraulic.** A pump of 11.5 GPM, 12 inch sump, and a Normal and Maximum force is to be set at 1,800 PSI.
- 15.06 **Structural.** Control Quality Prime Hot Rolled Prime steel construction with Ram face 5/8 inch, Ram top 1/4 inch, Ram sides 3/8 inch, Ram bottom 3/8 inch, Charging chamber floor 3/8 inch, 1/4 inch packer sides, and a Breaker Bar 8 x 6 x 3/4 inches.
- 15.07 **Bustle.** The bustle door utilizes 4 heavy-duty sliding hinges in conjunction with a hinge-side ratchet. This allows the door to be securely closed to prevent leakage.
- 15.08 **Port Hole.** A 1 2 inch port to allow easy wash down under packing head.
- 15.09 **Standard Features.** Double end pick-up, Full Door seal, Compactor Clean-Out,

replaceable UHMW Ram Guides, and Center Skid.

- 15.10 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Self Contained Compactor (30 & 35 cubic yards)

Section 16

- 16.01 Purpose. The City intends to purchase Shorty compactors to be used in association with our expansion of commercial services. The Shorty compactors will be used for compaction of waste in containers of large commercial businesses. These containers are made especially for minimal area locations with a high waste volume produced.
- 16.02 Specifications. Container shall have an MFG Rating of 2 yd³, a WASTETEC rating of 1.61 yd³, a Clear Top Opening of (L x W) 42 inches by 57.5 inches, Ram face of (H x W) 28 inches by 60 inches, Ground height of 15.5 inches, a Capacity per Hour of 171 yd³. Overall length shall measure 74 and 1/4 inches.
- 16.03 Performance. Cycle time is to be 42 seconds, Normal force of 42,700 pounds, Maximum force of 50,800 pounds, Normal Ram Face pressure of 24.3 PSI, Maximum Ram Face pressure of 28.8 PSI, and Ram Penetration of 11 inches.
- 16.04 Electrical. The motor shall be 10 HP, Control Voltage is to be set at 120 VAC. UL Label, all circuits fused, key lock, start, stop, and reverse.
- 16.05 Hydraulic. A pump of 10 GPM, Normal pressure of 1,850 PSI, Maximum force of 2,300 PSI, 2 - Cylinder (Bore/Rod) 4 inch / 2.5 inch, and a Stroke of 56 inches.
- 16.06 Structural. Control Quality Prime Hot Rolled Prime steel construction with Ram face 2 inch, Ram top 1/4 inch, A Ram bottom 3/8 inch, Charging chamber floor 2 inch, Charger box sides 1/4 inch, total weight of 3303 pounds, and Breaker Bar 8 x 6 x 3/4 inches. Charger box opening shall measure 41 inches by 57.5 inches. The container shall have 1/4

inch compactor side wall, heavy structural reinforcement to the charge chamber and the Ram Guidance System (ram guide angle attached to side wall, ram guide block mounted inside of a guide block channel that slides over the ram guide angle), all serve to assure reduced wear and longevity in this unit.

- 16.07 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION

Crosspak Self-Contained Compactor (5 & 6 cubic yards)

Section 17

- 17.01 Purpose. The City intends to purchase Crosspak self-contained compactor containers to be used in association with our expansion of commercial services. The Crosspak self-contained compactor containers will be used for waste disposal of small commercial businesses, restaurants, and food chains cannot utilize a full size compaction system because of volume or space limitations. These containers are made especially for keeping work areas clean, sanitary, and at low-cost instillation, no more vermin and putrescible matters, and consisting of a leakproof operation.
- 17.02 Dimensions. The 5 yard rear loader dimensions shall be constructed as follows: Overall width of 130 inches (container 79 inches and the compactor 51 inches), overall length of 150 inches, container height is 51 inches, compactor height of 40 inches, and compactor length of 46 inches. The 6 yard front loader dimensions shall be constructed as follows: Overall width of 131 inches (container 80 inches and the compactor 51 inches), overall length of 103 inches, container height is 67 inches, compactor height of 40 inches, and compactor length of 46 inches, and compactor base stand height of 12 inches.
- 17.03 Construction. Compactor size should be constructed with prime steel with the following measurements: Compactor size of 3/16 inches, Compactor floor of 1/4 inches, Ram face of 1/4 inches, Ram bottom of 1/4 inches, and Ram top of 3/16 inches.

- 17.04 Hydraulic. A pump of 3 GPM, 2 - Cylinder (3" Bore and 1 2"Rod) 3 inch by 20 inch, Normal pressure of 1800 PSI, Maximum pressure of 2000 PSI, and 10 gallon Oil Reservoir.
- 17.05 Charge Box. Clear top opening measuring 24 inches by 48 inches and Ram face measuring 18 2 inches high by 48 inches wide.
- 17.06 Performance. Cycle time is to be 42 seconds, Normal ram force of 23,300 pounds, Maximum ram force of 30,000 pounds, Normal working pressure of 2000 PSI, and Maximum working pressure of 2200 PSI.
- 17.07 Electrical. 3 H.P. 208/230/440/460V and 3 Ph. 4 wire, 60 cycle, 100V controls. All circuits must be fused and control panel shall have push button controls.
- 17.08 Features. Container construction allows loading from all three sides of charging chamber, and an optional ozone neutralizer, which eliminates unpleasant odors. The cross cylinder design allows the superior compaction force to reduce large volumes of waste.
- 17.09 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.



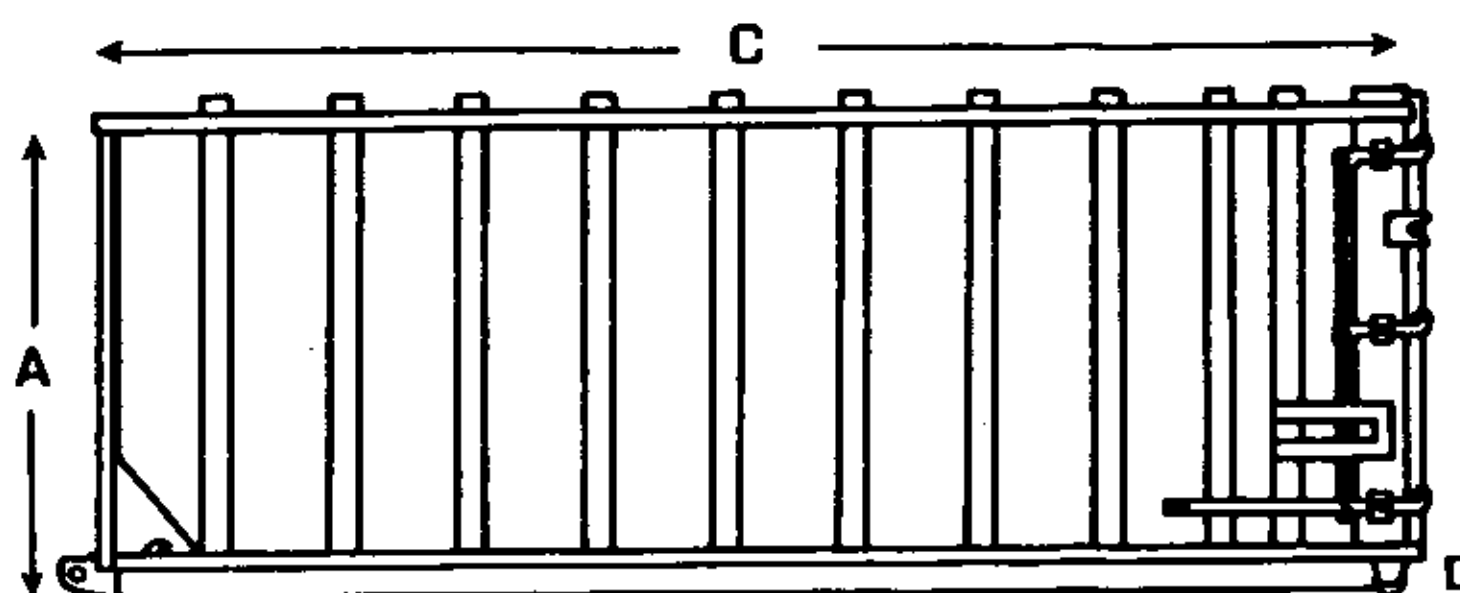
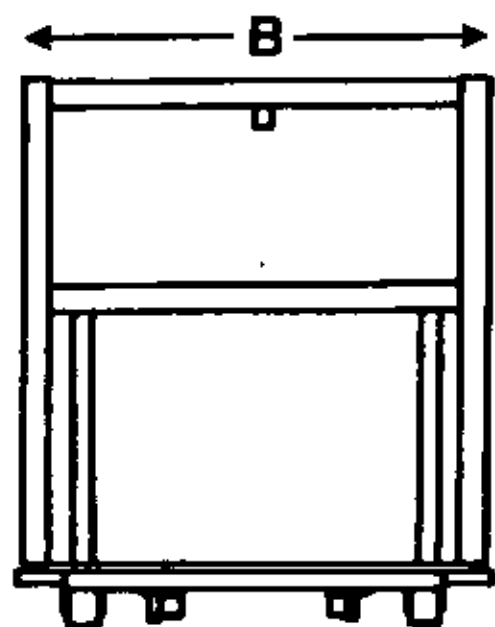
rectangular receiver container

Bes-Pac
A HI-RISE COMPANY
Compactors
THE COMPACTOR COMPANY

Bes Pac's Rectangular Receiver Containers are built with the highest quality materials and tapered gusseting to allow smooth dumping operations. Each container is engineered to be compatible with most major brand stationary compactors and roll-off hoist systems.

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439 • FAX 864.859.6414

rectangular receiver container



STD Opening
64" W x 48" High

Dimensions	A-HGT	B-Wth	C-LTH	D-Ground HGT
40 YD RECTANGLE RECEIVER CONTAINER	98 3/8"	92 3/16"	265 1/8"	12"
42 YD RECTANGLE RECEIVER CONTAINER	103 3/4"	92 3/16"	265 1/8"	12"

CONSTRUCTION

Floor Material:	7 gal. H.R.
Side Walls:	12 gauge H.R.
Roof Material:	12 gauge H.R. with 3" x 5" formed channel supports on 24" spacing
Vertical Side Ribs:	3" x 5 1/2" formed channels on 25 1/2" - 29" spacing
Rails/Long Sills:	2" x 6" x 3/16" with 1 3/8" solid steel bullnose
Floor Joists/Cross Members:	3" structural channel @ 4 lb./ft. on 24" centers
Hook Assembly:	1 1/4" thick x 12 5/16" long pull hook continuously welded to 1/2" pull plate, container floor, and 3 front crossmembers
Rear Door:	12 gauge with formed and structural channel reinforcements
Hinge:	3 piece heavy duty
Door Opening:	48" high x 64" wide (standard)
Paint:	Primer & finish coat exterior. (Interior primer by request, only.)
Ground Rollers:	(2) 6" diameter x 10" long w/grease fittings
Claw Hook-up:	1/2" plate reinforced

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.



ENVIRONMENTAL INDUSTRY ASSOCIATIONS



Institute
of Scrap
Recycling
Industries

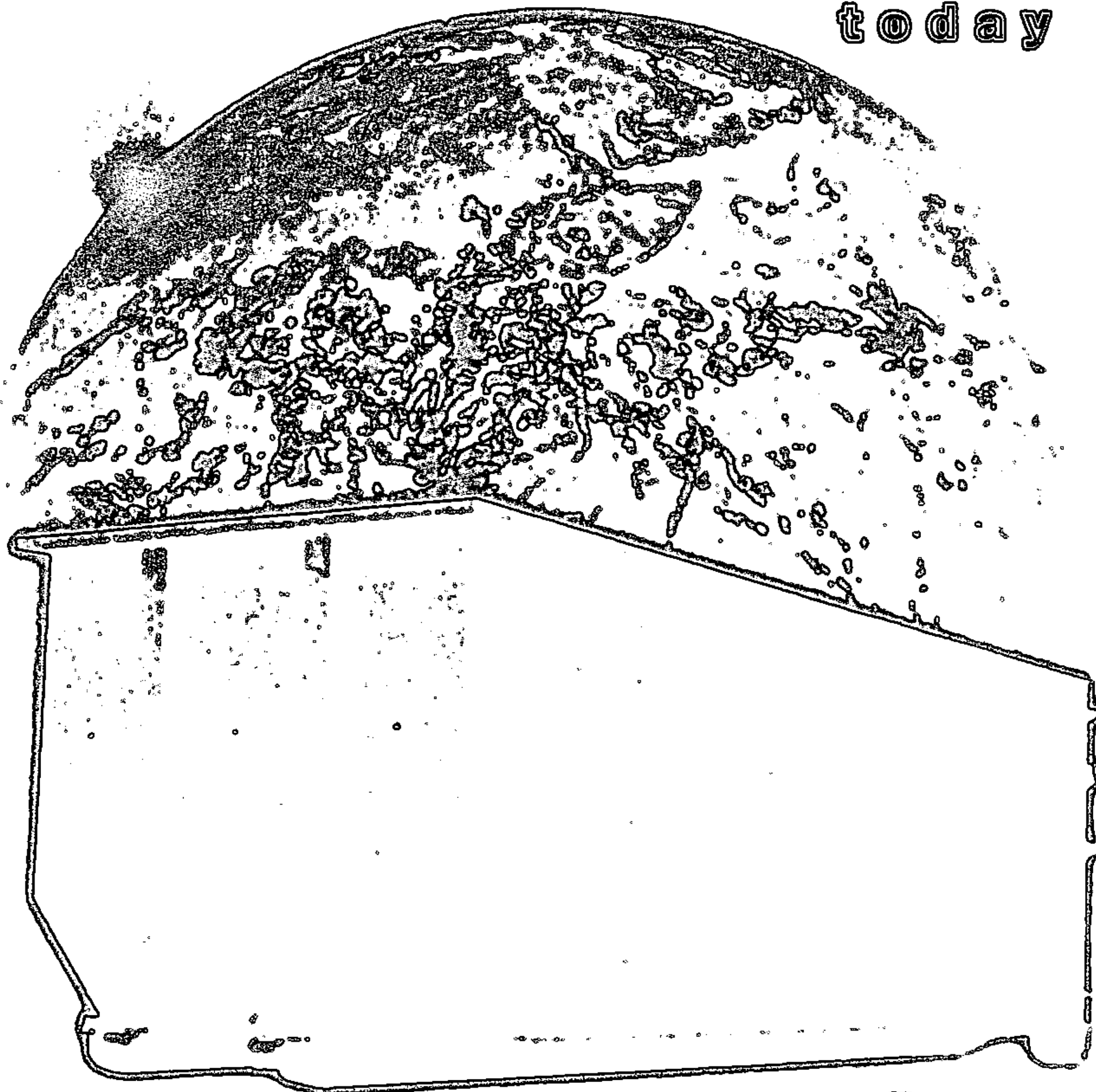


WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com

tomorrow's
technology
today

Bes Pac
A HEWLETT COMPANY
Compactors
THE COMPACTOR COMPANY

tom
technology
today



rectangular open-top roll-off containers

Bes-Pac

A HI-RISE COMPANY

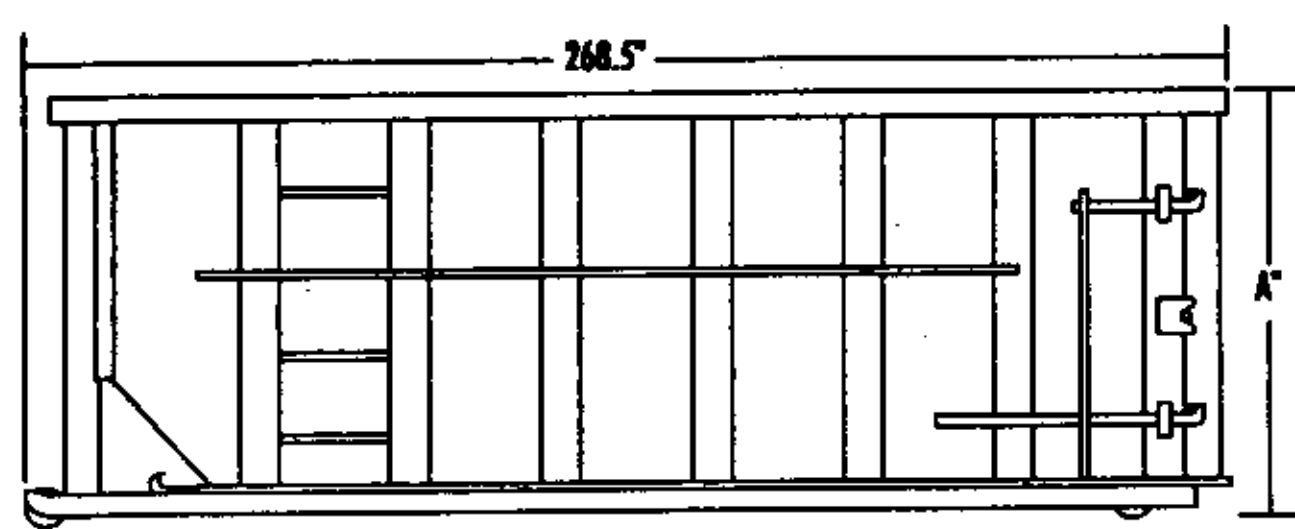
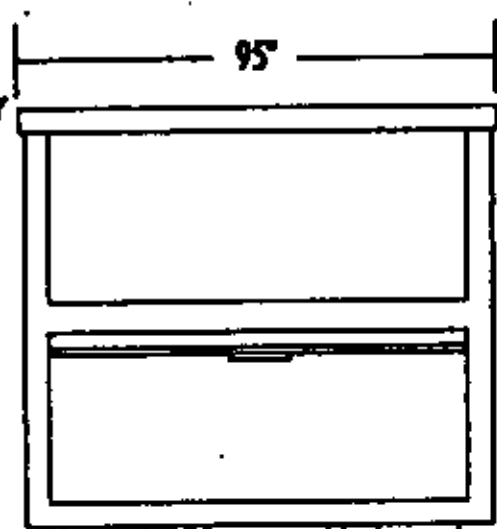
WASTE HANDLING EQUIPMENT

P.O. BOX 2049 • EASLEY, SC 29641

864.859.6030 • 800.726.1439 • FAX 864.859.6414

For over 25 years Bes-Pac has been engineering and manufacturing containers for industrial and commercial use. We know what is required in a container to give the performance and longevity you expect and deserve. Bes-Pac has a rectangular open top roll-off container available to meet your job requirements.

rectangular open-top roll-off containers



Capacity	A" Inside	A" Overall
20 YD.	40"	50 3/16"
30 YD.	63"	73 3/16"
40 YD.	84"	94 3/16"

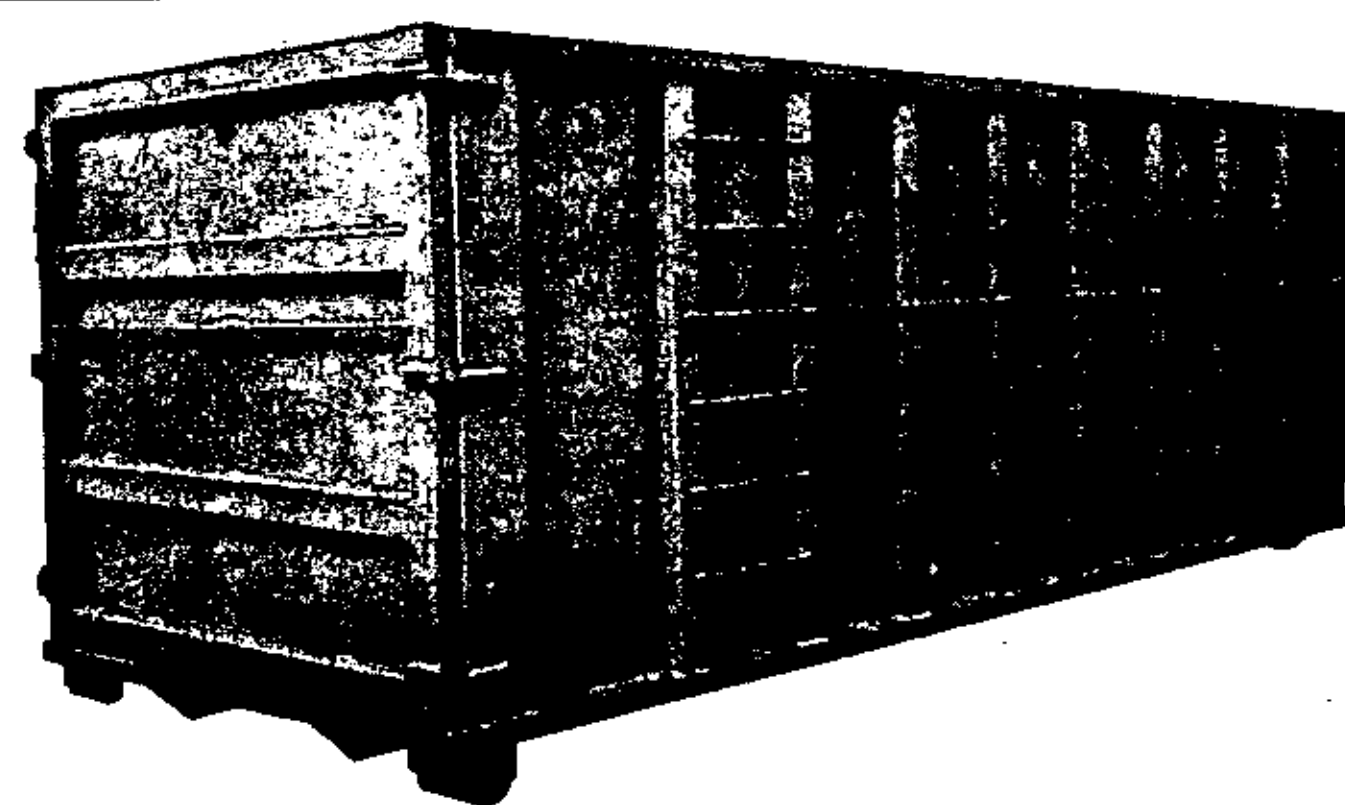
Standard Features

- 3/16" prime steel floor
- 3" channel crossmembers on 21" spacing
- 2" x 6" x 3/16" structural tubing longsills
- 4" dia. x 6" long guide rollers
- 12 gauge prime steel sides, front and door
- 3" x 10 1/2" x 7 ga. rear corner posts
- 3" x 5" x 12 ga. formed channel uprights on 30" spacing
- 4" x 3" x 11 ga. tubing for cap
- 1/4" continuous slope across front to reduce trapping and corrosion
- Vertical safety latch for ease of operation
- Access ladder - 30 yds. and 40 yds.
- 6" dia. x 10" long rear wheels
- Bes Pac containers utilize the vertical safety latch. Doors are designed to close on the floor. This, with the guide plate, helps to prevent door sag and loss of structural integrity at the hinge corner post.

Options

- 1/4" floor plate
- 1/4" tubing longsills
- 3/8" tubing longsills

1 1/4" thick long ball hook, guide plate, floor, and two forward integral assembly for safety and



Door closes on floor, helps maintain structural integrity at hinge corner post.

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.



ENVIRONMENTAL INDUSTRY ASSOCIATIONS



Institute of Scrap Recycling Industries



WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com

tomorrow's
technology
today

Bes Pac

A WASTE HANDLING COMPANY

tom
technology
today



octagon receiver containers

Bes-Pac

A HI-RISE COMPANY

WASTE HANDLING EQUIPMENT

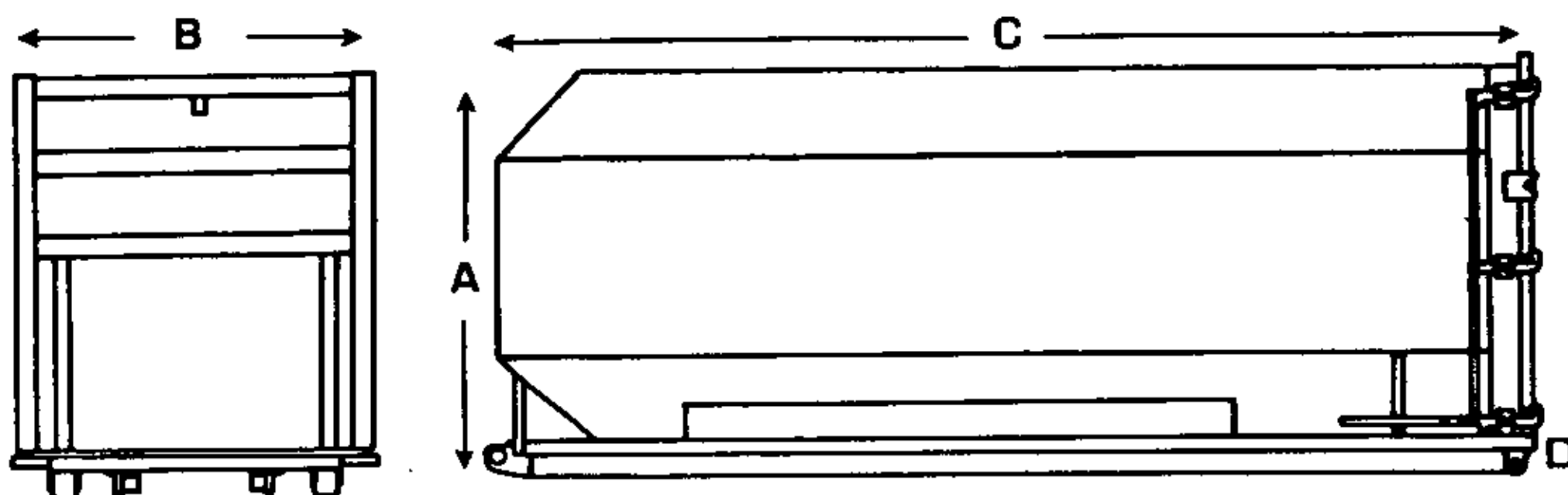
P.O. BOX 2049 • EASLEY, SC 29641

864.859.6030 • 800.726.1439 • FAX 864.859.6414

Bes Pac Octagon Receiver Containers are designed and built to maximize your compaction efforts and minimize your costs.

Bes Pac uses 7 ga. HR steel in the floor, sides and roof areas. Supports are structural channel tubing and angle. The ORC series are built to perform long term with minimal maintenance costs.

octagon receiver containers



STD Opening
64"W x 48"H

Dimensions

	A-HGT	B-WTH	C-LEN	D-Ground HGT
34-CUBIC-YARD OCTAGON COMPACTOR CONTAINER	104 3/8"	94 5/16"	20'-4"	12"
40-CUBIC-YARD OCTAGON COMPACTOR CONTAINER	104 3/8"	94 5/16"	22'-9 1/8"	12"
42-CUBIC-YARD OCTAGON COMPACTOR CONTAINER	104 3/8"	94 5/16"	24'-4"	12"

CONSTRUCTION

Floor Material:	7 ga. H.R.
Side Walls:	7 ga. H.R.
Roof Material:	10 gauge H.R.
Rails/Long Sills:	2" x 6" x 3/16" wall tubing with 1 3/8" solid bullnose
Floor Joists/Cross Members:	3" channel @ 3.5 lb./ft.
Hook Assembly:	1 1/4" thick x 12 5/16" long pull hook continuously welded to 1/2" pull plate, container floor, and 3 front crossmembers
Rub Rail:	3" structural angle
Rear Door:	10 ga. with 3" x 5 1/2" formed channel 4" x 5 1/2" (door opening)
Door Opening:	48" high x 64" wide (standard)
Hinges:	3 piece heavy duty
Paint:	Primer & finish coat exterior only (Interior primer by request)
Door Latch:	Vertical 3 point latch
Ground Rollers:	(2) 6" dia. x 10" long with grease fittings
Compactor Hook-up:	1/2" plate reinforced

STANDARD FEATURES

- Heavy Duty Rear Hinges with Grease Fittings
- Door Retaining Chain
- Compatible with Most Major Brand Roll-Off Hoist Systems
- Primed and Finish Painted
- Door Openings to Fit Most Major Brand Stationary Compactors
- Solid Steel BullNose Added to the front of the Long Sills to Prevent Impact Damage

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.



ENVIRONMENTAL INDUSTRY ASSOCIATIONS



WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com

Bes·Pac

A TRI-RISE COMPANY

tomorrow's
technology
today

gy

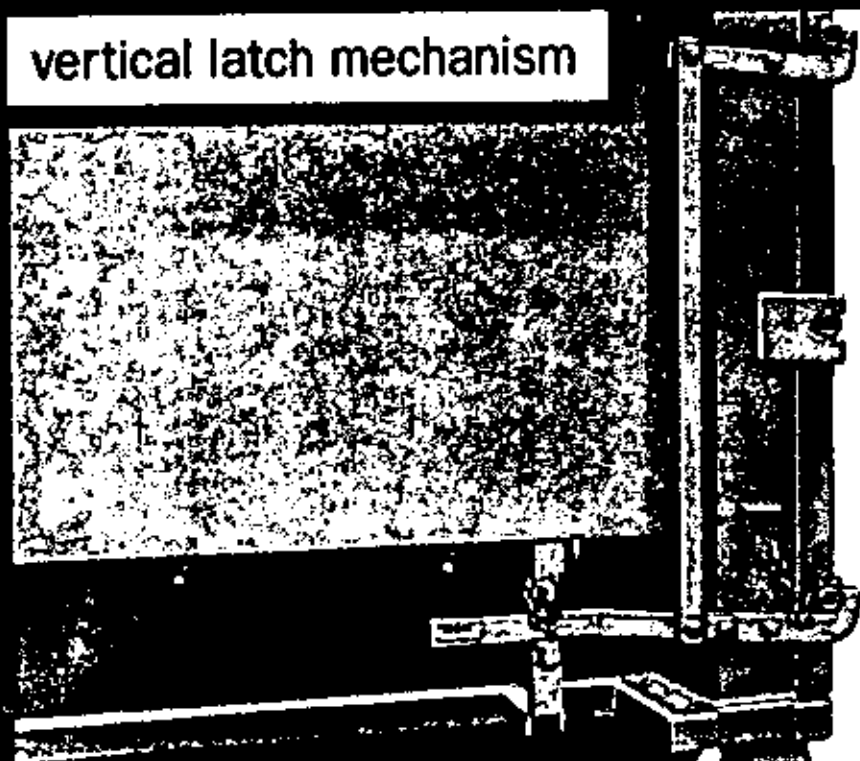
e

s

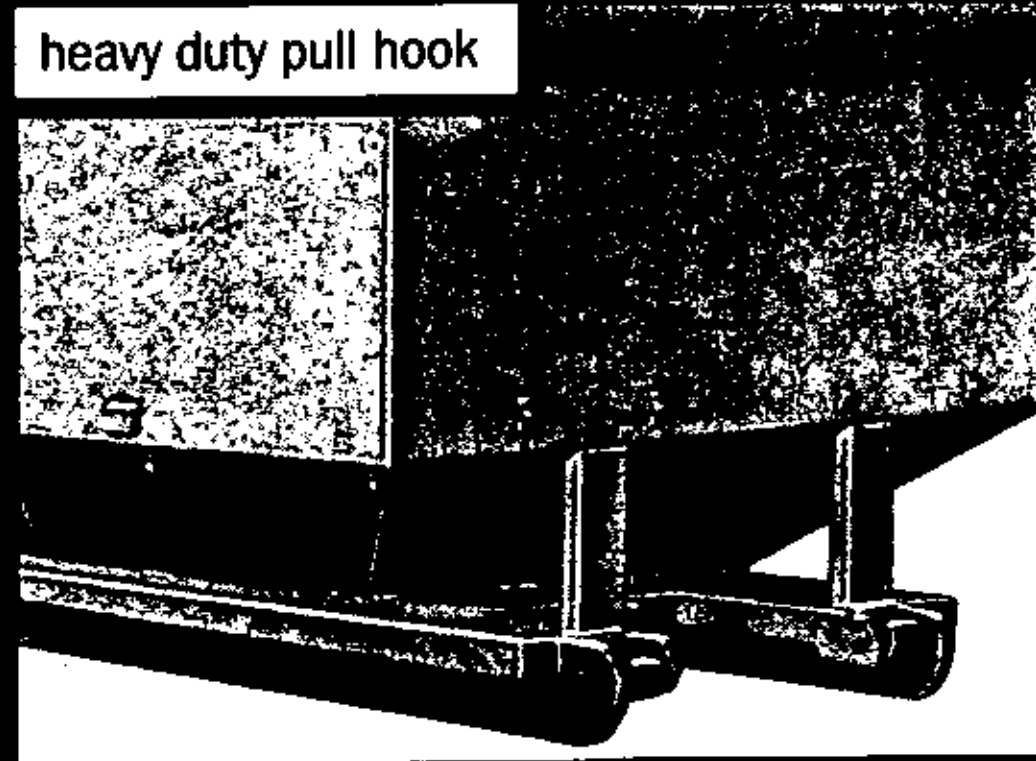
stand the
LO gauge
e built to
nge and
ock. The
models.

tub-style roll-off containers

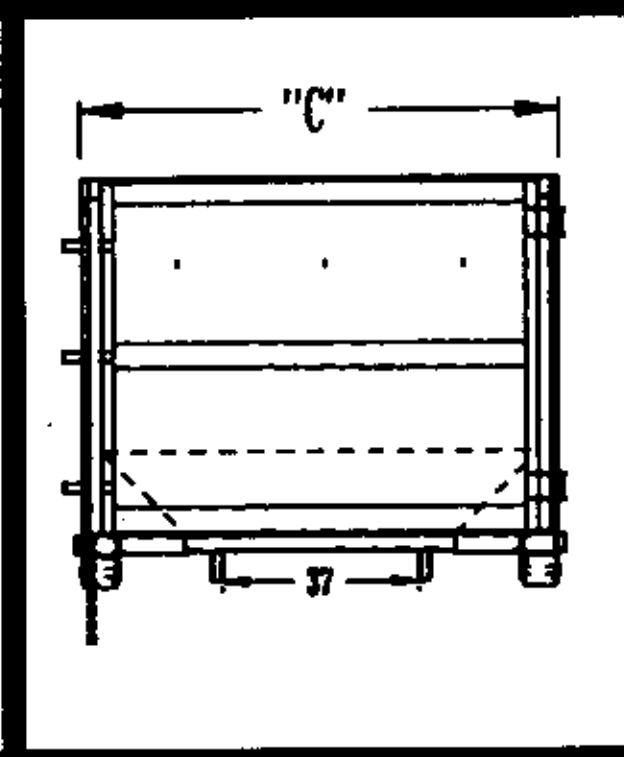
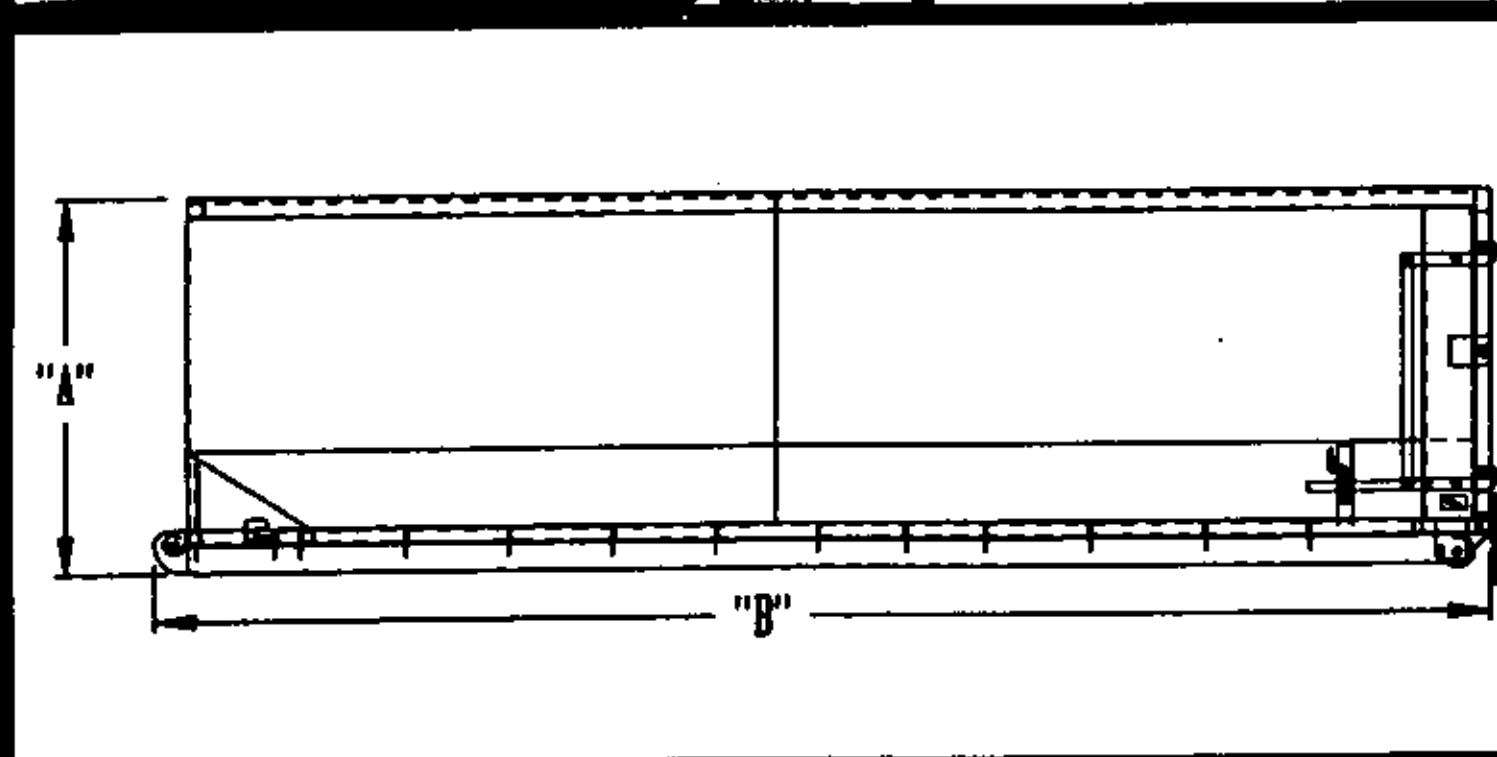
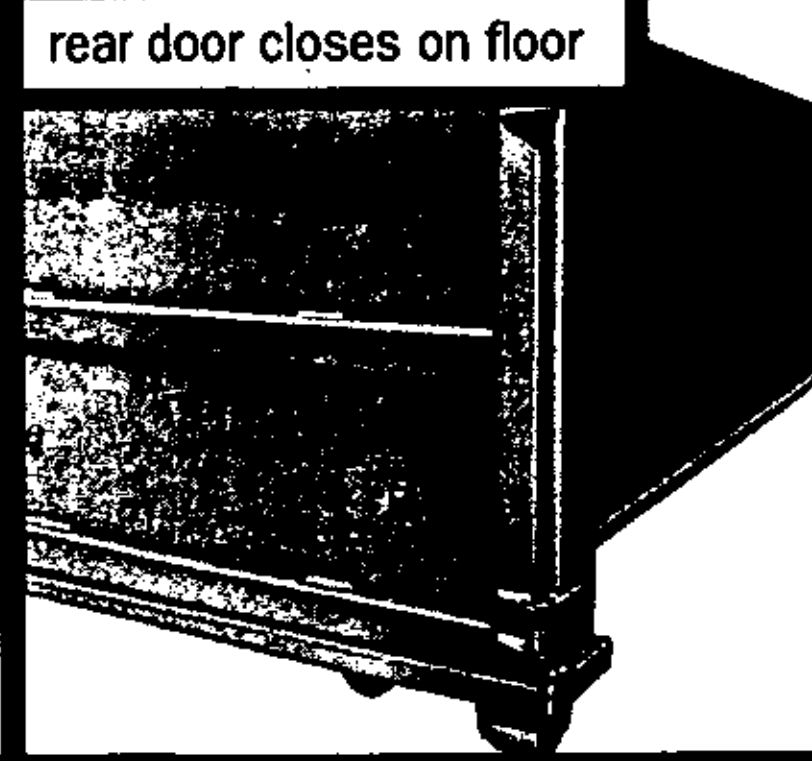
vertical latch mechanism



heavy duty pull hook



rear door closes on floor



Capacity	A Dim.	B Dim.	C Dim.
20 Yd.	58 3/16"	270 1/2"	96 3/4"
30 Yd.	78 3/16"	270 1/2"	96 3/4"
40 Yd.	97 3/16"	270 1/2"	96 3/4"

Standard Features

- 3/16" Floor
- 10 ga. Sides, Door & Front
- 4" x 4" x 1/4" Tubing Top Rail
- Vertical Door Latch w/ Safety Chain
- 6" Dia. Wheels (2) - Rear
- Portable for Delivery

Options

- 1/2" Floor
- 3/16" Sides, Door & Front
- Front Outriggers
- w/ 6" Ground Rollers
- External Side Uprights
- Top Cap 2" x 2" x 1/4"
- Angle On Top Rail

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.



ENVIRONMENTAL INDUSTRY ASSOCIATIONS



Institute
of Scrap
Recycling
Industries



WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com

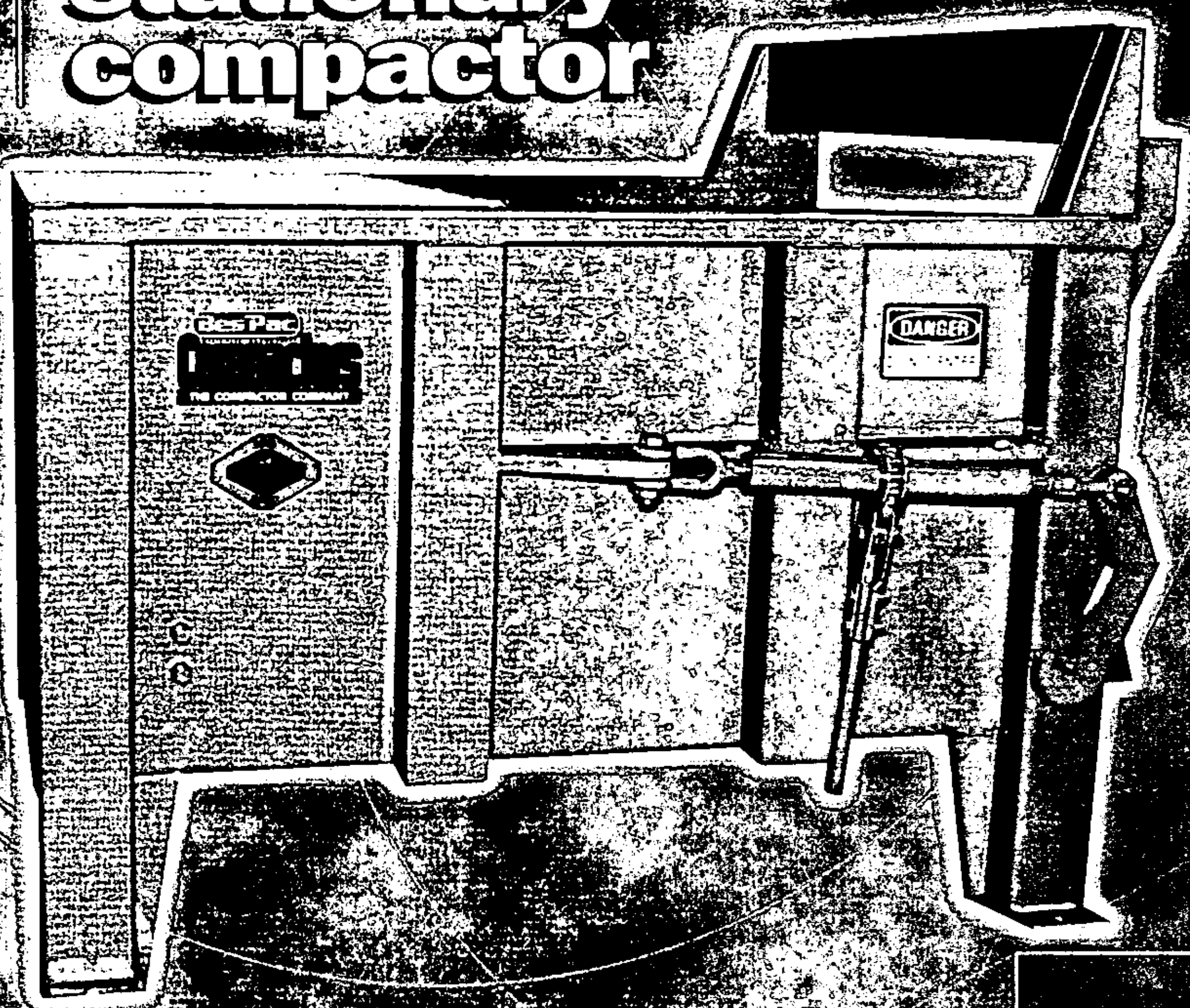
Bes-Pac

A RISE COMPANY

tomorrow's
technology
today

tomorrow's
technology
today

BP-200 Shorty stationary compactor

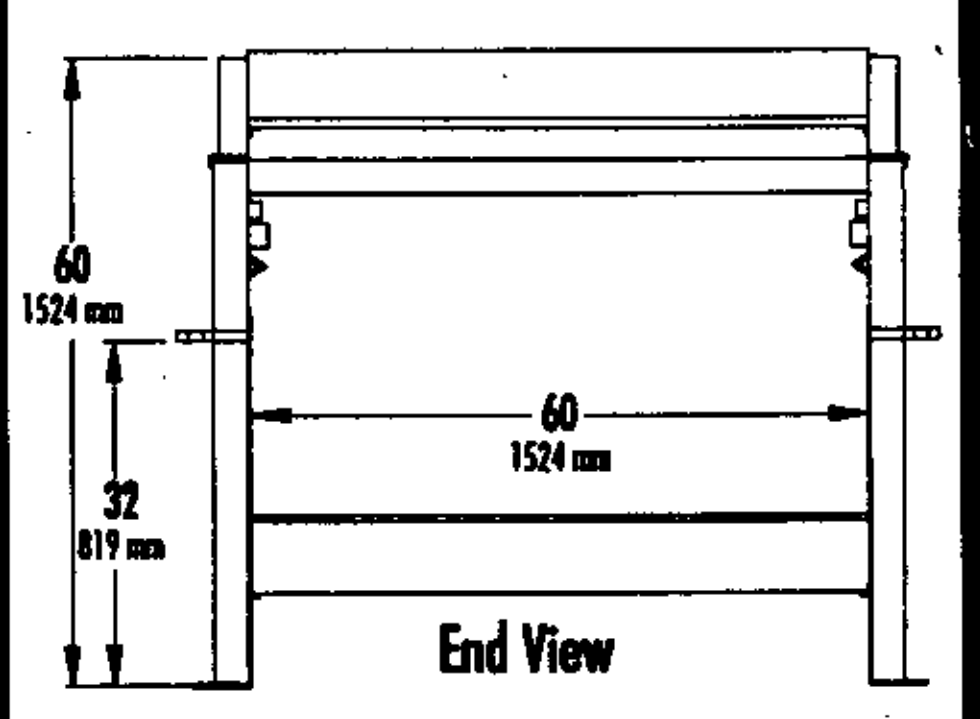
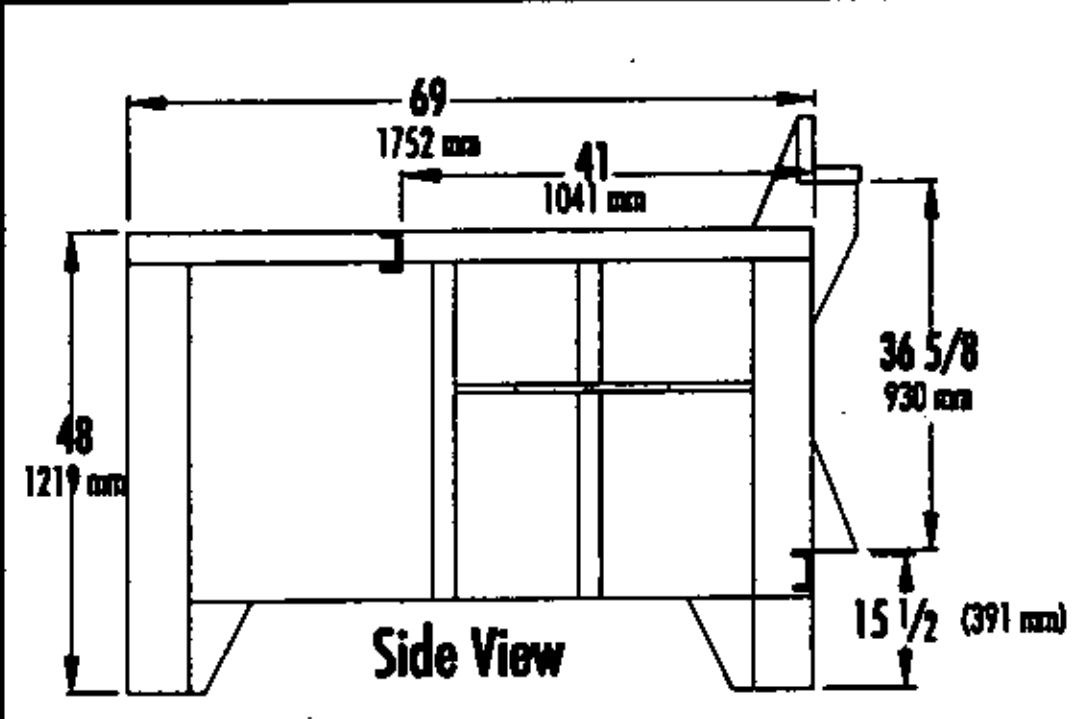
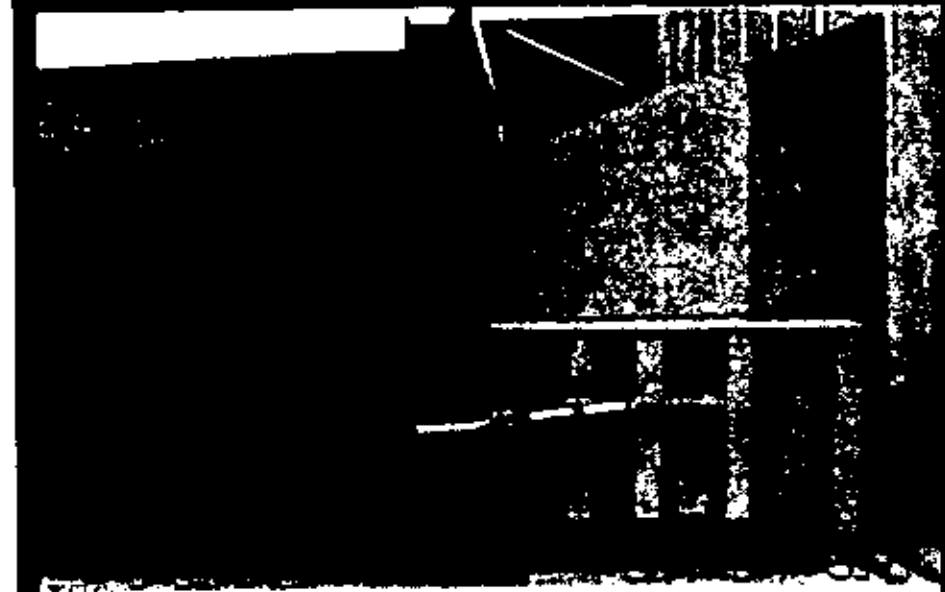


Short on Size, Long on Performance.

The Bes Pac Shorty gives you the best of both. Space saving size reduces the area required for installation and may reduce installation costs in some applications. With its 2 yard charge box, 37 second cycle time, and 11 inches of ram penetration, the Shorty is big on performance. Constructed with CQ prime steel and heavy structural members, the Shorty is tomorrow's technology today.

BesPac
WASTE HANDLING EQUIPMENT
Compactors
THE COMPACTOR COMPANY

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439 • FAX 864.859.6414

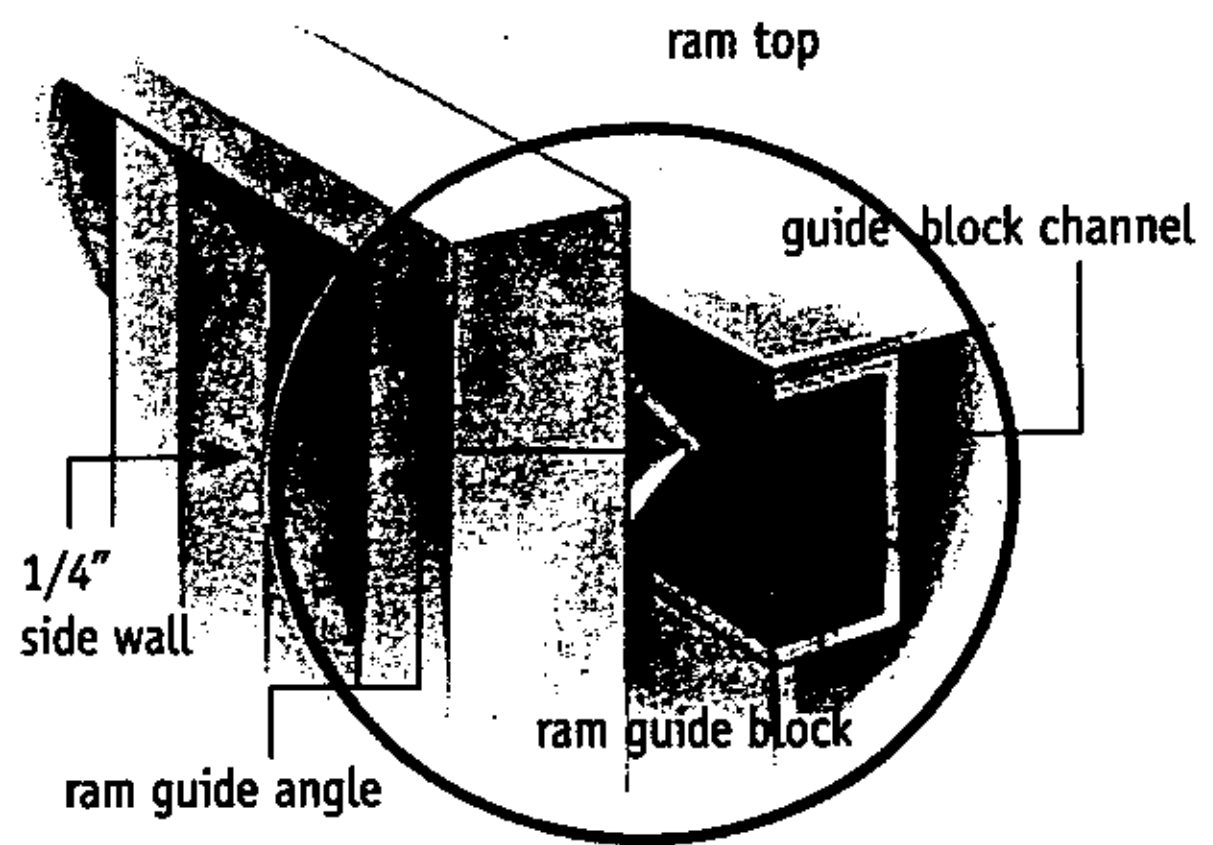


The Shorty was the perfect fit for this manufacturing plant.

Key features

- 1/4" compactor side walls
- Bes-Pac Ram Guide
- 1/4" of Ram Penetration
- 1/4" of Ram Penetration
- 1/4" of Ram Penetration

Specification	Standard Size	Metric Size
Mid Rating	2 yd ³	1.52 m ³
WASTE Rating Equivalent	1.51 yd ³	1.20 m ³
Clear Top Opening (L x W)	42" x 57.5"	1041 mm x 1460 mm
Ram Face (H x W)	28" x 60"	711 mm x 1524 mm
Ground Height	15.5"	394 mm
Capacity per Hour	171 yd ³	131 m ³
Performance		
Cycle Time	42 sec	42 sec
Normal Force	42,700 lb	190 kN
Maximum Force	50,800 lb	226 kN
Normal Ram Face Pressure	24.3 psi	167 kPa
Maximum Ram Face Pressure	28.8 psi	198 kPa
Ram Penetration	11"	279 mm
Electrical		
Motor	30 hp	7.5 kW
Electrical Control Voltage	120 VAC	120 VAC
UL Label, all circuits fused, keylock, start, stop and reverse		
Hydraulics		
Pump	10 gpm	38 L/min
Normal Pressure	1,850 psi	13 MPa
Maximum Pressure	2,300 psi	16 MPa
Cylinder (Bore/Rod) (2)	4" / 1"	101.6 mm x 51 mm
Stroke	56"	1422 mm
Structural		
Charge Box Sides	1/4"	6.3 mm
Charge Box Floor	1/2"	12.7 mm
Ram Face	1/2"	12.7 mm
Ram Bottom	3/8"	9.5 mm
Ram Top	1/4"	6.3 mm
Breaker Bar (Structural Angle)	6 x 8 x 3/8" W	152 x 203 x 19 mm
Weight	3303 lbs	1948 kg



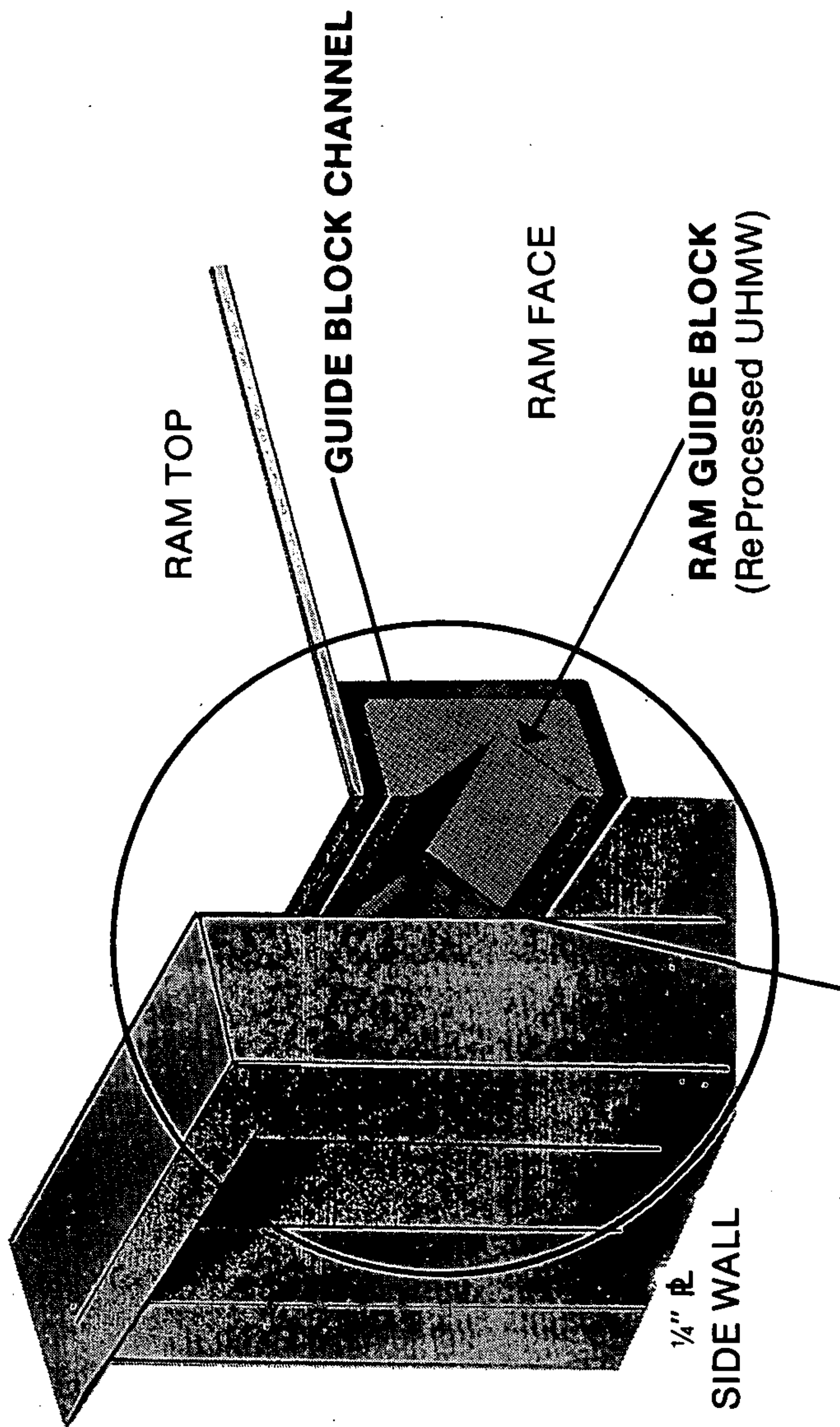
1/4" compactor side walls, heavy structural reinforcement to the charge chamber and the exclusive Bes-Pac Ram Guidance all serve to assure longevity in this unit

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.

BesPac
Compactors
THE COMPACTOR COMPANY

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com



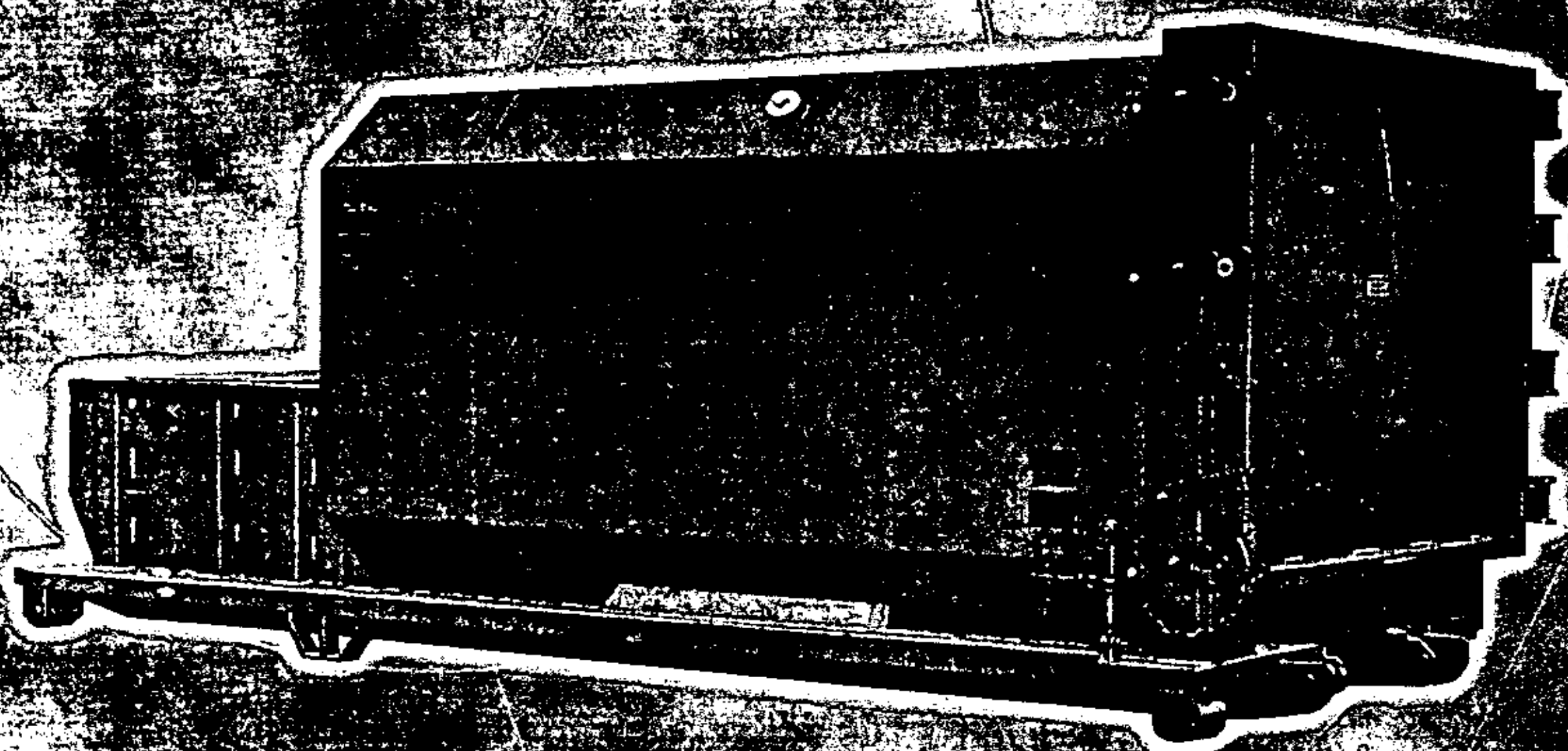


RAM GUIDE ANGLE

Bes-Pac's Unique Ram Guidance System was designed to allow the free movement on the stroke out and return of the ram, while eliminating ram deflection horizontally and vertically due to uneven forces applied during the packing cycle.

tomorrow's
technology
today

BP-90 series self-contained compactor units



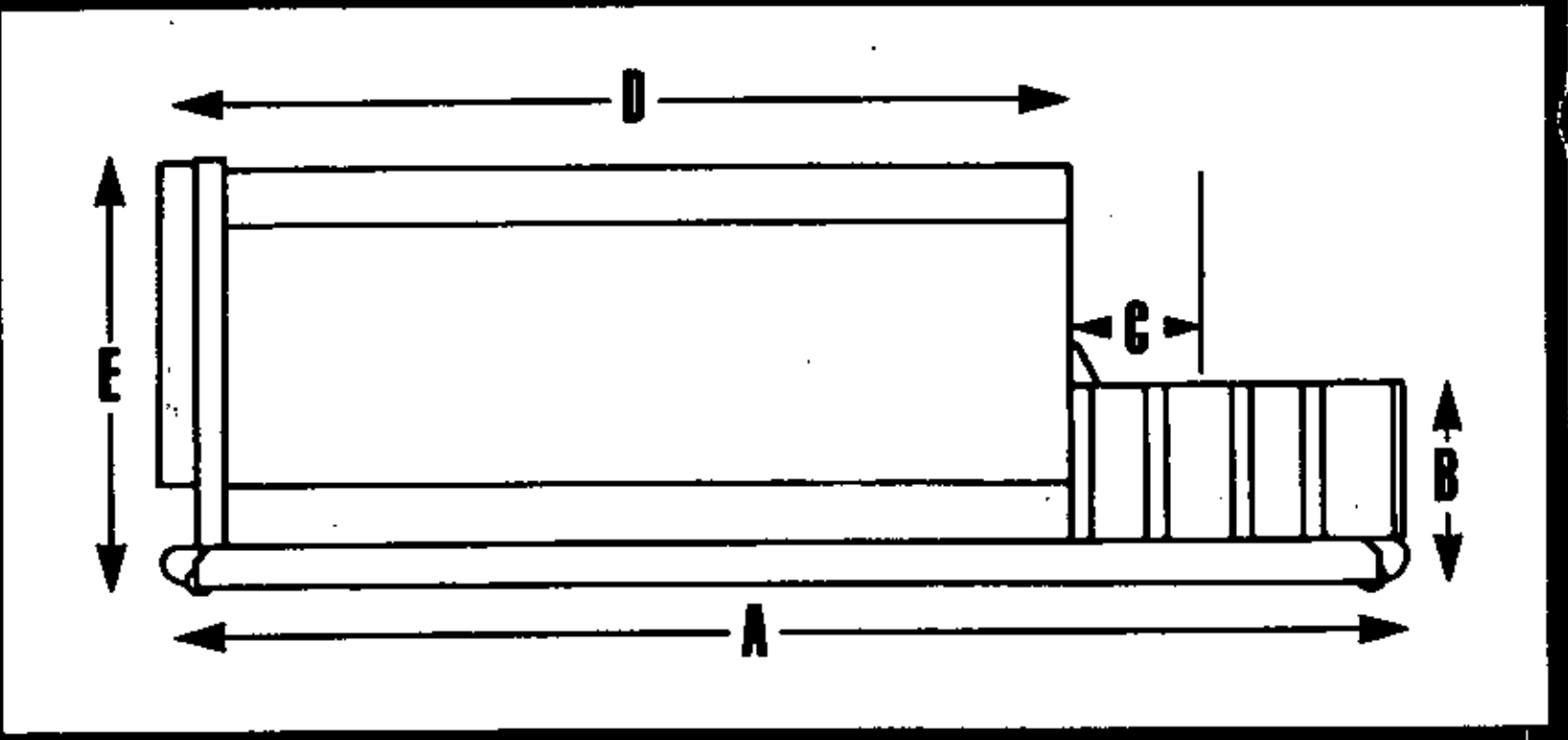
space saving - efficient

Bes-Pac's 90 series self-contained units are big on compaction and require minimal space. Available in three (3) capacities, the BP-90 Self-Contained units have the ability to safely store wet putrescible waste. In addition, they help control odor and insects. The BP-90 units are ideally suited for restaurants, motels, strip malls and nursing homes. The Bes-Pac 90 series; big on performance.

BesPac
WASTE HANDLING EQUIPMENT
Compactors
THE COMPACTOR COMPANY

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439 • FAX 864.859.6414

Pushbutton
Controls are
mounted in the
panel box face.



BP-90 SERIES

MODEL	NOMINAL CAPACITY	OVERALL LENGTH A	LOAD HEIGHT B	CHARGE BOX C	CONTAINER LENGTH D	OVERALL HEIGHT E	OVERALL WIDTH F
9010	10 cu. yd.	158"	42"	30"	87"	67"	84"
		3962.4 mm	1067 mm	762 mm	2210 mm	1702 mm	2134 mm
9016	15 cu. yd.	184"	42"	30"	115"	90"	84"
		4674 mm	1067 mm	762 mm	2921 mm	2286 mm	2134 mm
9020	20 cu. yd.	228"	42"	30"	159"	90"	84"
		5791 mm	1067 mm	762 mm	4038.6 mm	2286 mm	2134 mm
9024	24 cu. yd.	252"	42"	30"	180"	90"	84"
		6401 mm	1067 mm	762 mm	4572 mm	2286 mm	2134 mm

SPECIFICATIONS

	STANDARD SIZE	METRIC SIZE
MFG Rating	1 yd ³	76 m ³
WASTEC Rating	70 yd ³	53 m ³
Clear Top Opening (LxW)	30 x 455"	775 mm x 1162 mm
Ram Face (HxW)	22 x 48"	559 mm x 1219 mm
Ground Height	42"	1067 mm
Capacity per Hour	101 yd ³	98 m ³

PERFORMANCE

	STANDARD SIZE	METRIC SIZE
Cycle Time	25 sec.	25 sec.
Normal Force	37,700 lbs	167 kN
Maximum Force	37,700 lbs	167 kN
Normal Ram Face Pressure	35.7 PSI	246 kPa
Maximum Ram Face Pressure	35.7 PSI	246 kPa
Ram Penetration	6"	152 mm

ELECTRICAL

	STANDARD SIZE	METRIC SIZE
Motor	10 HP	7.5 kW
Control Voltage	120 VAC	120 VAC
UL Label All Circuits Fused, Keylock, Start, Stop, and Reverse		

HYDRAULIC

	STANDARD SIZE	METRIC SIZE
Pump	11.5 GPM	43 l/min
Normal System Pressure	1500 PSI	10 MPa
Maximum Pressure	1500 PSI	10 MPa
Cylinder (Bore/Rod) (2)	4" / 2.5"	101 x 63 mm
Stroke	25"	635 mm

STRUCTURAL

	STANDARD SIZE	METRIC SIZE
Charge Box Sides	1/4"	6.3 mm
Charge Box Floor	3/8"	9.5 mm
Ram Face	3/8"	9.5 mm
Ram Bottom	3/8"	9.5 mm
Ram Top	1/4"	6.3 mm
Breaker Bar (Structural Angle)	8 x 6 x 3/4"	203 x 152 x 19 mm
Weight	7121 lbs	3230 kg

STANDARD FEATURES

- Double End Pick-up
- 12" Sump
- Full Door Seal
- Tri-voltage Transformer
- Constructed of CQ Prime
- Hot Rolled Steel

OPTIONS

- Container Full Light
- Deadman Controls
- Oil Heaters
- Multi-Cycle Timer
- Fabricated Options
- Doghouse, Hoppers, Chute, etc.

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.

BesPac
Compactors
THE COMPACTOR COMPANY

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com

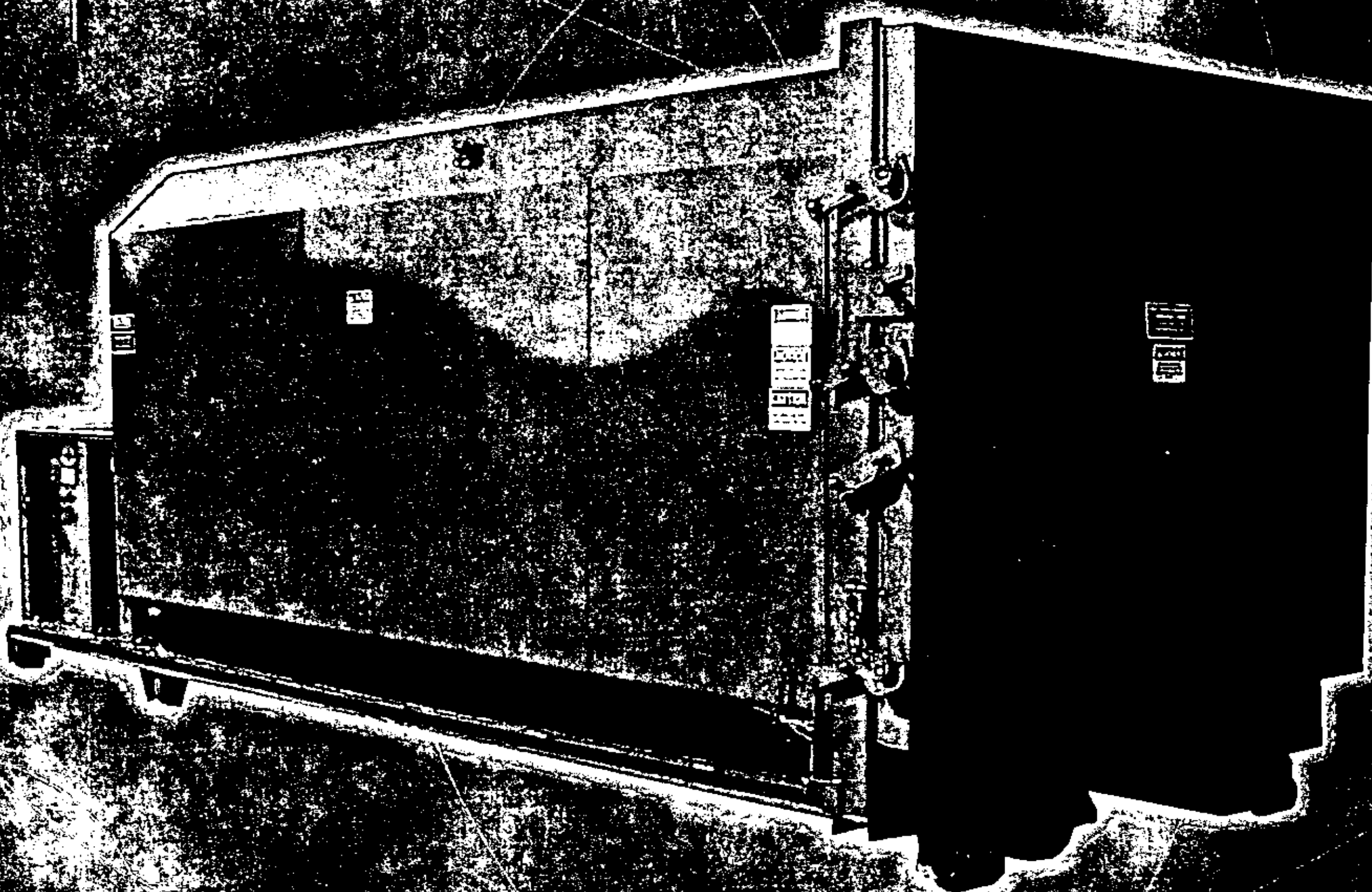


Institute
of Scrap
Recycling
Industries



tomorrow's
technology
today

BP-235 self-contained compactor



For "liquid-tight" applications

The Bes-Pac BP-235 features the 2.0 cubic yard compactor and 33 cubic yard container. The unit is liquid tight to a level of 42" above the container floor.

This unit's liquid retention makes it the ideal choice for hotels, hospitals, restaurants, shopping malls or any other facility where waste volume is high and liquids are present. The Bes-Pac BP-235's packing head and holding container are permanently attached to the rigid understructure resulting in exceptional structural integrity.

BesPac

WASTE HANDLING EQUIPMENT

Compactors

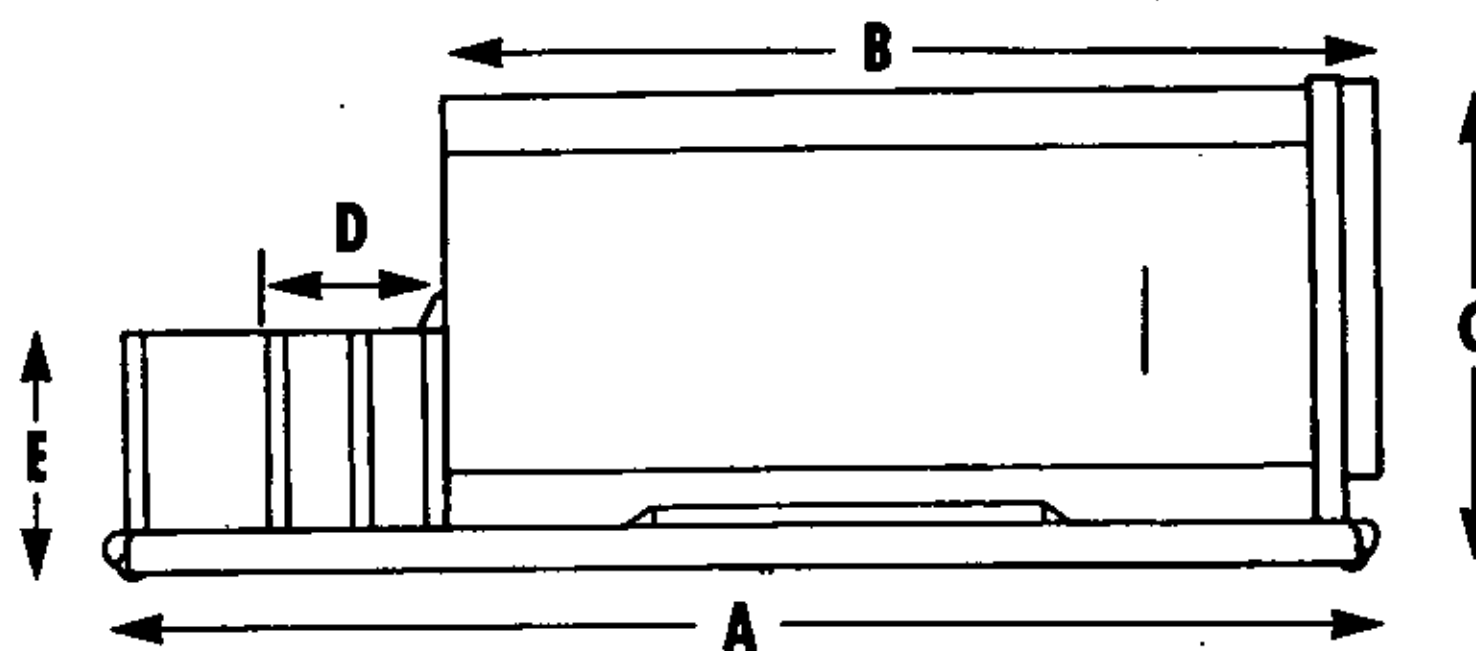
THE COMPACTOR COMPANY

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439 • FAX 864.859.6414

BP-235 self-contained compactor

Bustle door utilizes 4 heavy-duty "sliding" hinges in conjunction with a hinge-side ratchet. This allows the door to be securely closed to prevent leakage.

1 1/2" port allows easy wash down under packing head.



	A	B	C	D	E	F
BP-230	258 9/16" 6568 mm	178 1/2" 4533 mm	104 1/4" 2647 mm	44" 1067 mm	52 1/2" 1334 mm	96" 2489 mm
BP-235	276" 7010 mm	195 3/16" 4958 mm	104 1/4" 2647 mm	44" 1067 mm	52 1/2" 1334 mm	96" 2489 mm

SPECIFICATIONS

MFG Rating	2 yd ³
WASTEC Rating	1.61 yd ³
Clear Top Opening (LxW)	42" x 57.5"
Ground Height	52"
Capacity per Hour	175 yd ³

PERFORMANCE

Cycle Time	33 sec
Normal Force	38,000 lbs
Maximum Force	38,000 lbs
Normal Ram Face Pressure	21.1 PSI
Maximum Ram Face Pressure	21.1 PSI
Ram Penetration	11"

ELECTRICAL

Motor	10 HP
Control Voltage	120 VAC
UL Label All Circuits Fused, Keylock, Start, Stop, and Reverse	

HYDRAULIC

Pump	11.5 GPM
Normal Pressure	1,800 PSI
Maximum Pressure	1,800 PSI

STRUCTURAL

Ram Face	5/8"
Ram Top	1/4"
Ram Sides	3/8"
Ram Bottom	3/8"
Charging Chamber Floor	3/8"
Breaker Bar	8 x 6 x 3/4"

METRIC SIZE

1.52 m ³
1.20 m ³
1066 x 1460 mm
1320 mm
133 m ³
13 sec
169 kN
169 kN
145 kPa
145 kPa
279 mm

STANDARD FEATURES

Double End Pick-up
12" Sump
Full Door Seal
Tri-voltage Transformer
Constructed of CQ Prime
Hot Rolled Steel
Remote Power Unit
Pressure Gauge
Controls in Panel Box Face
Compactor Clean-Out
Bustle Door
1/4" Packer Sides
Replaceable UHMW Ram Guides
Center Skid

OPTIONS

Container Full Light
Deadman Controls
Oil Heaters
Multi-Cycle Timer
Fabricated Options
Doghouse, Hoppers, Chute, etc.

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.

BesPac
Compactors
THE COMPACTOR COMPANY

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com

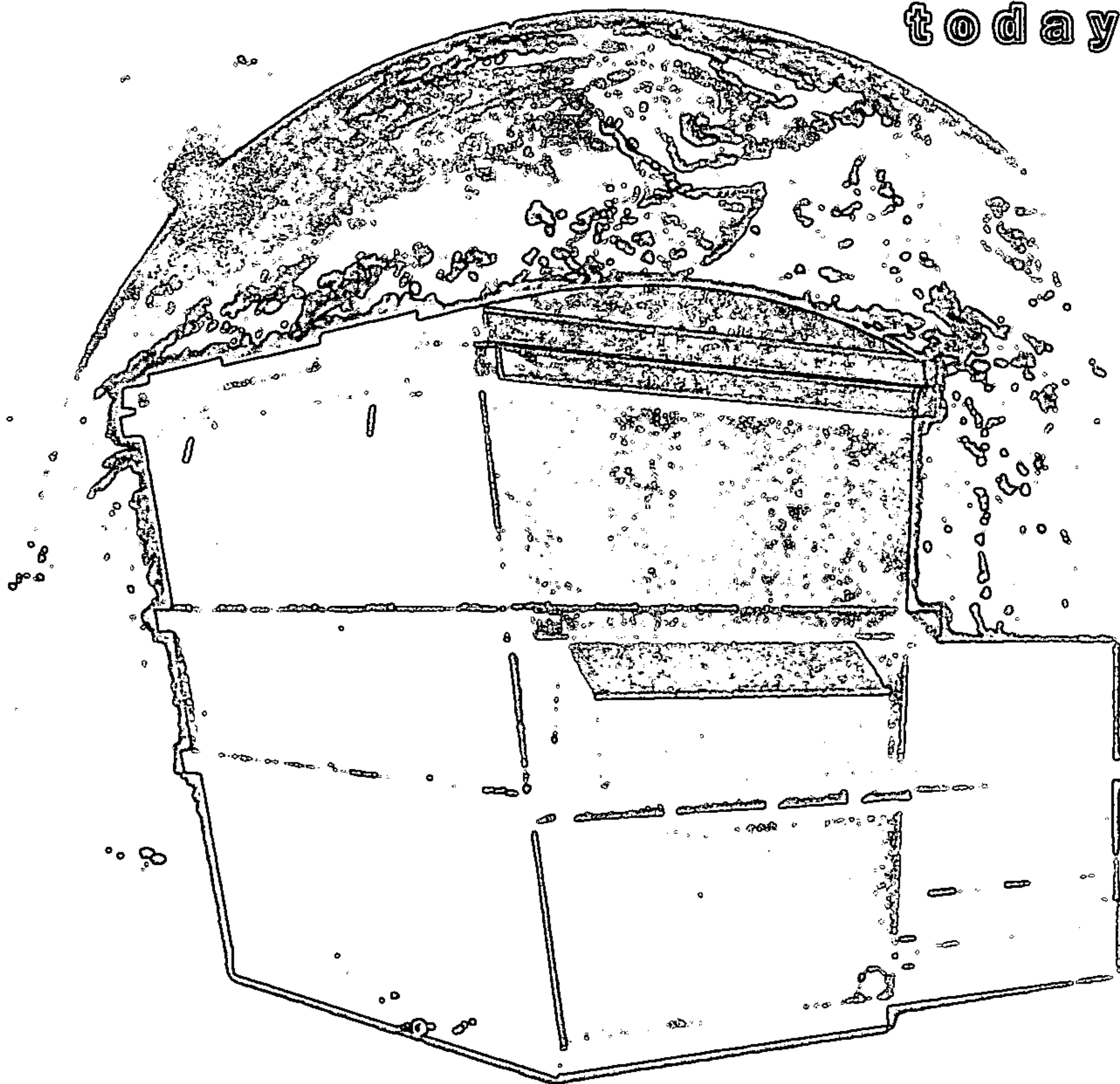


ENVIRONMENTAL INDUSTRY ASSOCIATION



Institute of Scrap Recycling Industries





crosspak self-contained compactor

Bes-Pac
A HI-RISE COMPANY
Compactors
THE COMPACTOR COMPANY

The Crosspak is designed and engineered for a fast, efficient means of solving your waste problems. Designed for fast food chains, small restaurants, or those who cannot utilize a full-size compaction system because of volume or space limitations, the Crosspak incorporates a sanitary, leakproof operation.

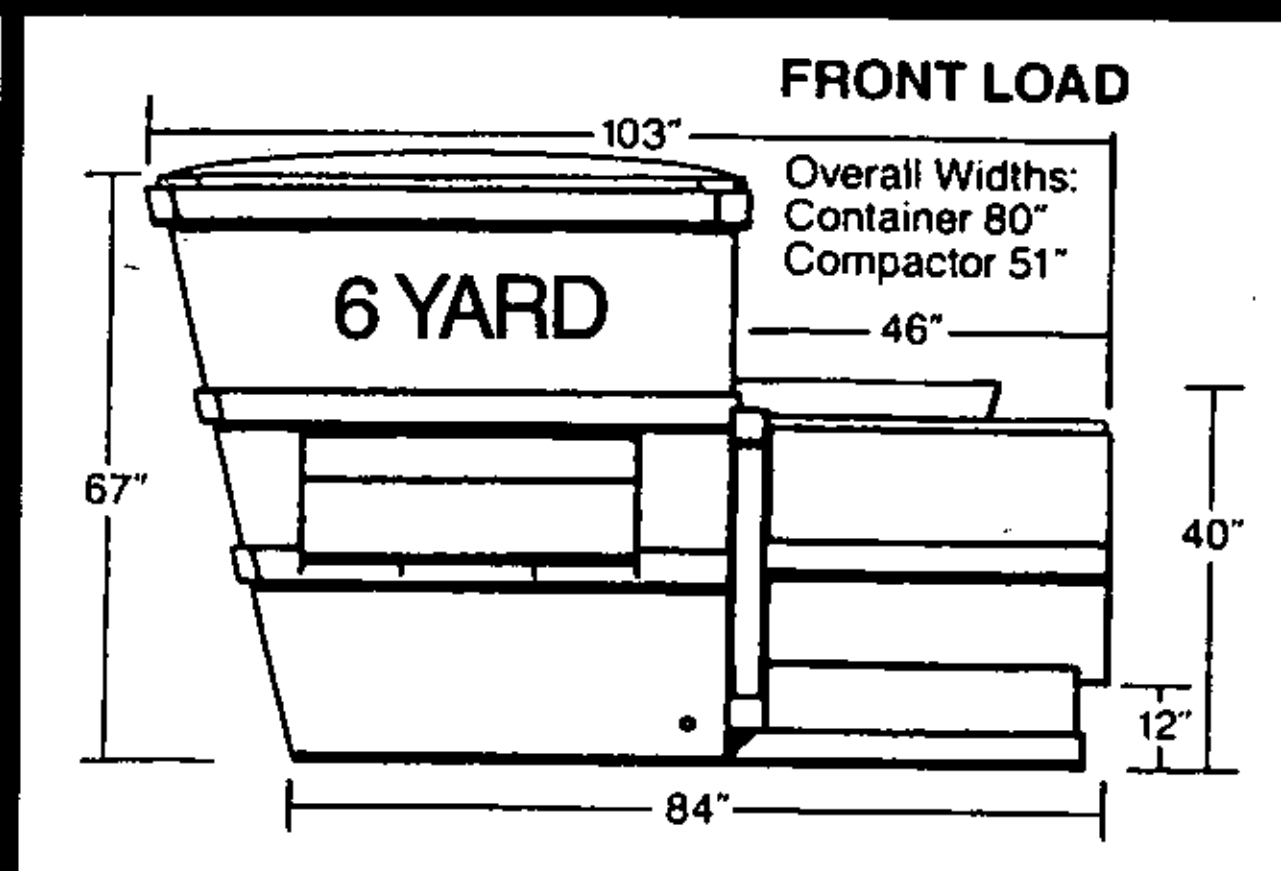
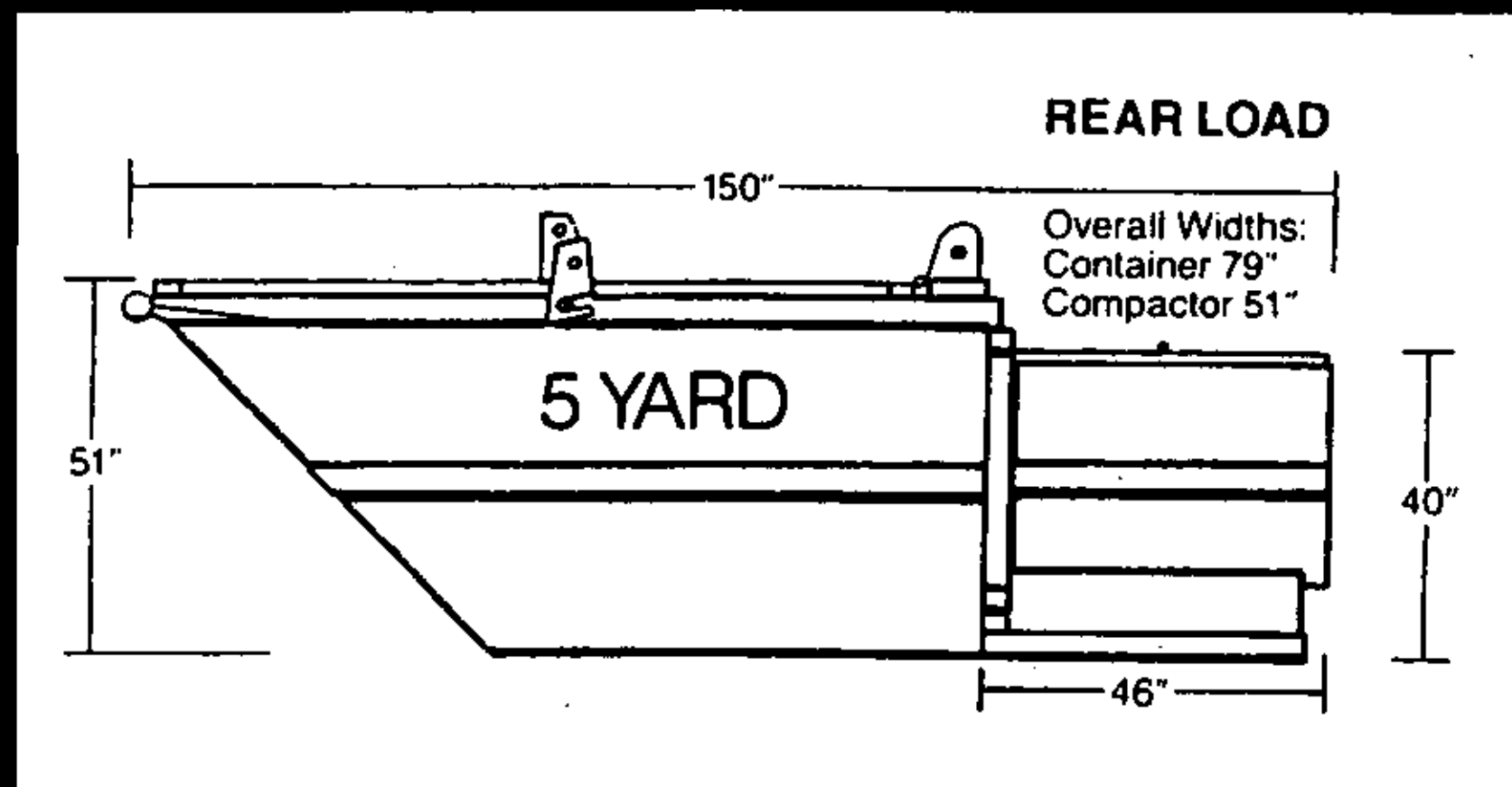
The tapered container design on the F.E.L. and R.E.L. models allows the maximum compaction and easy discharge. The self-contained design keeps work areas clean and free of unsightly debris—no more open containers to attract insects or vermin. Your work area will remain clean, dry and attractive.

WASTE HANDLING EQUIPMENT

P.O. BOX 2049 • EASLEY, SC 29641

864.859.6030 • 800.726.1439 • FAX 864.859.6414

crosspak self-contained compactor



SPECIFICATIONS

Factory ratings

CONSTRUCTION

Compactor size	3/16"
Compactor floor	1/4"
Ram face	1/4"
Ram bottom	1/4"
Ram top	3/16"

HYDRAULIC SPECS

Norm pressure	1800 psi
Max pressure	2000 psi
Cylinders 2 each	3"x20"
Bore	3"
Rod	1-1/2"
Hydraulic pump	3 gpm
Oil reservoir	10 gallons

CHARGE BOX

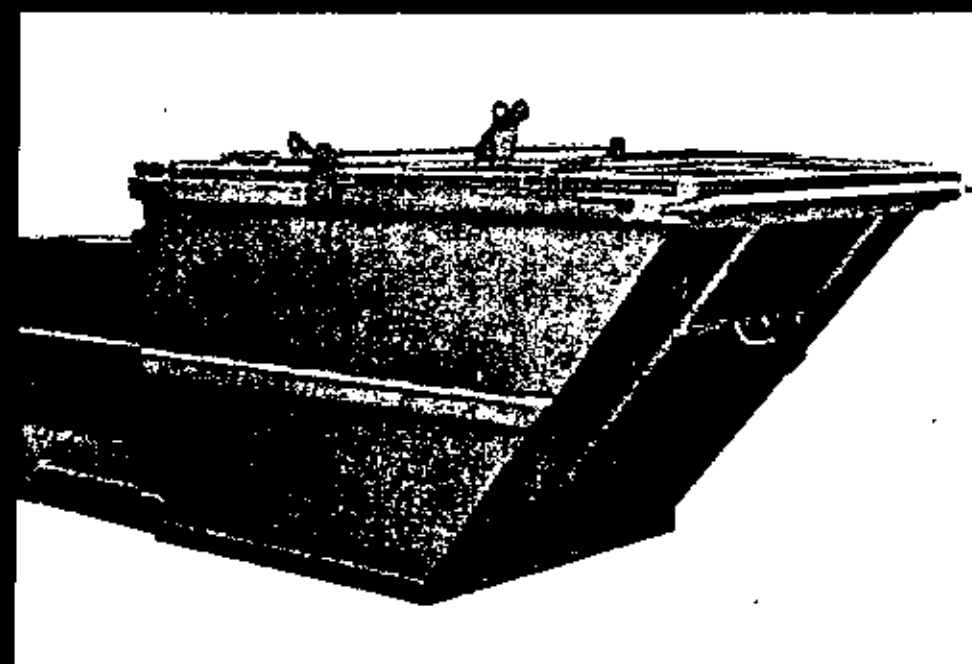
Clear top opening	24"x48"
Ram face	18 1/2" H x 48" W

PERFORMANCE DATA

Cycle time	42 seconds
Max ram force	30,000 lbs.
Norm ram force	23,000 lbs.
Norm working pressure	2000 psi
Max working pressure	2200 psi

ELECTRICAL DATA

3 H.P. 208/230/440/460V
3 Ph. 4 wire, 60 cycle, 100V controls
All circuits fused
Push button controls



FEATURES

- Self-contained unit with no external power source required.
- Hydraulic ram force of 30,000 lbs. for compacting.
- Hydraulic pump and oil reservoir mounted on the unit.
- Single phase 208/230/440/460V power source required.
- 3 H.P. motor with 3 phase 4 wire, 60 cycle, 100V controls.
- All circuits fused.
- Push button controls.
- 42 second cycle time.
- 30,000 lbs. max ram force.
- 23,000 lbs. norm ram force.
- 2000 psi norm working pressure.
- 2200 psi max working pressure.

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.



ENVIRONMENTAL INDUSTRY ASSOCIATIONS



WASTEC



Institute of Scrap Recycling Industries



WASTE HANDLING EQUIPMENT

P.O. BOX 2049 • EASLEY, SC 29641

864.859.6030 • 800.726.1439

FAX 864.859.6414 • www.bes-pac.com

tomorrow's
technology
today

Bes Pac
A HI-RISE COMPANY
Compactors
THE COMPACTOR COMPANY

01-57

REQUEST FOR BID

SPECIFICATIONS

SOLID WASTE CONTAINERS

*Prepared by
Solid Waste Division
City of Fayetteville, Arkansas*

ADVERTISEMENT FOR BIDS

City of Fayetteville, Arkansas

Separate sealed bids for Solid Waste Containers will be received by the City of Fayetteville, Arkansas, at the Office of the Purchasing Officer until 11:30 a.m., October 25th, 2001, and then at said office publicly opened.

The Information for Bidders, Form of Bid, Specifications, and other documents may be examined at the following location:

City of Fayetteville
Purchasing Office
113 W. Mountain, Room 306
Fayetteville, Arkansas 72701

Copies may be obtained from the Purchasing Office located at the above address. The City reserves the right to waive any informalities or to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The City of Fayetteville is an Equal Opportunity Employer.

10-18-01
Date

PVice
Purchasing Manager

INFORMATION FOR BIDDERS

1.0 RECEIPT AND OPENING OF BIDS: The CITY OF FAYETTEVILLE, ARKANSAS (herein called the "City"), invites bids on the project described in the Scope of Services. Bids will be received by the City at the Purchasing Office until 11:30 a.m. (Central Time), October, 25th, 2001 and then at said office publicly opened. The envelopes containing the bid must be sealed, addressed to Purchasing Officer, City of Fayetteville at 113 W. Mountain St., Fayetteville, AR 72701 with bid number clearly visible.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

2.0 PREPARATION OF BID: Each bid must be submitted on the Bid for Unit Price form attached hereto. All blank spaces for bid prices must be filled in, in ink or typewritten, fully completed and executed when submitted. Each bid must be submitted in a separate sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City.

3.0 SUBCONTRACT (S): The Bidder will supply the names and addresses of all subcontractors to the City for approval. Also, the to be performed by each subcontractor must be stated.

4.0 TELEGRAPHIC MODIFICATION: Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modifications over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5.0 QUALIFICATIONS OF BIDDER: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder will furnish to the City all such information and data for this purpose as the City may request. If requested by the City, the three final Bidders will conduct a tour of their facilities wherein the City may further investigate the Bidders. Said visit and tour will be conducted within five (5) days of the date of bid

opening and on a date to be selected by the City. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the bid and to complete the work contemplated therein.

6.0 CONDITIONS OF WORK: Each Bidder must inform himself fully of the conditions relating to the performance of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this bid.

7.0 ADDENDA AND INTERPRETATION: No formal interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Glenda Reynolds, Office Manager, City of Fayetteville, Arkansas, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued will become part of the bid documents.

8.0 LAWS AND REGULATIONS: The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the project will apply to the bid throughout, and they will be deemed to be included in the bid the same as though herein written out in full.

9.0 METHOD OF AWARD - LOWEST QUALIFIED BIDDER: The City will adhere to the selection process as set forth in the Administrative Policies and Procedures Manual. Copies of the applicable policies and procedures may be obtained from the Purchasing Officer.

10.0 OBLIGATION OF BIDDER: At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and bid documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or document will in no way relieve any bidder from any obligation in respect of his bid.

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: _____

Proposal of _____ (hereinafter called
"Bidder") a corporation, organized and existing under the laws of the State
of _____, a partnership, or an individual doing
business as _____.

To the City of Fayetteville, Arkansas (hereinafter called "City").
The Bidder, in compliance with your invitation for bids for Solid Waste Containers having
examined the specifications with related bid documents and being familiar with all of the
conditions surrounding the proposed project including the availability of materials and labor,
hereby proposes to furnish all labor, materials, and supplies, and to complete the project in
accordance with the bid documents and at the prices stated below. These prices are to cover all
expenses incurred in performing the work required under the bid documents, of which this
proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications
for the following unit prices.

ITEM	DESCRIPTION	UNIT PRICE
1.	Rectangular Open-top Roll-off Container, 20 yard	_____
2.	Rectangular Open-top Roll-off Container, 30 yard	_____
3.	Rectangular Open-top Roll-off Container, 40 yard	_____
4.	Rectangular Receiver Container, 40 yard	_____
5.	Rectangular Receiver Container, 42 yard	_____
6.	Tub Style Roll-off Container, 20 yard	_____
7.	Tub Style Roll-off Container, 30 yard	_____
8.	Tub Style Roll-off Container, 40 yard	_____
9.	Octagon Receiver Container, 34 cubic yards	_____
10.	Octagon Receiver Container, 40 cubic yards	_____
11.	Octagon Receiver Container, 42 cubic yards	_____
12.	Self Contained Compactor Units, 10 cubic yards	_____
13.	Self Contained Compactor Units, 15 cubic yards	_____
14.	Self Contained Compactor Units, 20 cubic yards	_____
15.	Self Contained Compactor Units, 24 cubic yards	_____
16.	Shotty Stationary Compactor, 2 cubic yards	_____
17.	Self Contained Compactor, 2 cubic yards	_____

- 18. Crosspak Self-contained Compactor, 5 cubic yards
- 19. Crosspak Self-contained Compactor, 6 cubic yards

The submitted bid will be honored by the Bidder for a period of one year from the date of the bid. Bidder understands that the City may purchase up to 250 units in any combination of the above listed items during this timeframe. Bidder understands that the minimum purchase will be in truckload lots. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder and the City, at the end of the first year may mutually agree to extend the unit pricing for a second calendar year. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By:

Title

(Business Address and Zip Code)

SEAL - (if bid by a Corporation)

GENERAL SPECIFICATION

Rectangular Roll-off Containers (20, 30, 40 cubic yards)

Section 10

- 10.01 **Purpose.** The City intends to purchase roll-off containers to be used in association with our expansion of services. These roll-off containers will be used for waste bulk and building material disposal. The City also intends to purchase receiver boxes and compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses

that have exceeded our services.

- 10.02 Sub-Frame and Rail. 2 x 6 x 3/16" structural tubing rails and 1 2" thick solid nose on pick-up end of rails.
- 10.03 Floor Construction. 10 gauge sheet steel floor with 3" channel cross members with no more than 21" spacing. A 45 degree continuous slope is to be created across the front to reduce trappage and corrosion of the container flooring.
- 10.04 Hook and Mounting Plates. 1 1/4" thick plate flame cut long pull hook, continuously welded into both sides of hook plate, floor, and both forward cross members. Hook plate shall be 2" steel plate fully welded to sub-frame rails.
- 10.05 Container (sides, roofs, and ends). 12 gauge prime steel fully welded inside and out with 4 x 3-11 gauge steel tubing frame.
- 10.06 Rear Door. 12 gauge steel sheet with 4 x 3 x 3/16" tubing frame with an 8" channel door frame. All 20 yard containers are to have 2 hinges, 30 and 40 yard containers are to have 3 hinges, 1" x 4" hinge bar with 15/16" diameter pins, and a 2 point vertical safety latch system with locking mechanism. Door shall close on floor, helping maintain structural integrity at hinge corner posts.
- 10.07 Dimensions. Base dimensions of 40 yard roll-off containers will be 84" x 94 3/16" x 268.5" inches. Base dimensions of 30 yard roll-off containers will be 63" x 74 3/16" x 268.5" inches. Base dimensions of 20 yard roll-off containers will be 40" x 50 3/16" x 268.5" inches.
- 10.08 Guide Rollers: Guide rollers shall measure 4 inches in diameter and 6 inches long.
- 10.09 Rear Corner Posts: Rear corner posts shall be made of 7 gauge steel measuring 3 inches by 10 2 inches.
- 10.10 Channel Uprights: All channel uprights shall be formed and made from 12 gauge steel. Measurements are to be 3 inches by 5 inches and spacing of said uprights shall be placed at 30 inch intervals.
- 10.11 Tubing: Top cap tubing is to be constructed of 11 gauge steel and measure 3 inches by 4 inches.
- 10.12 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with

a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #378(Green) in color. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

- 10.13 Access Ladder: An access ladder is to be placed on all 30 and 40 yard roll-off containers
- 10.14 Wheels: Wheels are to be placed at both the front and the rear of the roll-off containers. Wheels are to measure 6 inches in diameter and 10 inches long.
- 10.15 Tarp Rail: A tarp rail shall be placed on container constructed of 3/4 inch round rim stock.

GENERAL SPECIFICATION
Rectangular Receiver Container (40 & 42 cubic yards)

Section 11

- 11.01 Purpose. The City intends to purchase rectangular receiver containers to be used in association with our expansion of commercial services. The City also intends to purchase compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses that have exceeded our services.
- 11.02 Dimensions. The 40 yard dimensions shall be constructed as follows: Height 98 3/8 inches, width 92 3/16 inches, length 265 1/8 inches, and ground height 12 inches. The 42 yard dimensions shall be constructed as follows: Height 103 3/4 inches, width 92 3/16 inches, length 265 1/8 inches, and ground height 12 inches. Opening on the STD shall be 64 inches wide and 48 inches high.
- 11.03 Floor. The floor is to be constructed of 7 gauge hot rolled steel material. The floor joist shall have 3 inch structural channel cross members at 4.1 pounds per foot on 24 inch centers.
- 11.04 Side Walls. The side walls are to be constructed of 12 gauge hot rolled steel material.
- 11.05 Roof Material. The roof is to be constructed of 12 gauge hot rolled steel material with 3

inch by 5 inch formed channel supports. Spacing of the channel supports should be no more than 24 inches.

- 11.06 Vertical Side Ribs. The side rails shall be constructed of 3 inches by 5 2 inches formed channels. Channels shall be placed no more than 29 inches apart.
- 11.07 Rails and Long Sills. Long sills should measure 2 inches by 6 inches by 3/16 inch. Some solid steel bullnose measuring 1 3/8 inches shall be placed on the front of the long sills to prevent impact damage.
- 11.08 Hook Assembly. 1 and 1/4 inch thick by 12 5/16 inch long pull hook, continuously welded to a 2 inch pull plate container floor, and the three front cross members. This feature needs to be compatible with most major brand Roll-Off hoist systems.
- 11.09 Rear Door. 12 gauge steel with formed and structural channel reinforcements. Door openings need to fit most major brand Stationary Compactors.
- 11.10 Door Opening. The container shall be equipped with a standard door measuring 48 inches high and 64 inches wide. The door openings shall be compatible major brand Stationary Compactors.
- 11.11 Hinge. The hinge shall be constructed of a 3-piece heavy duty rear hinge with grease fittings.
- 11.12 Ground Rollers. Four rollers, two placed on the front, and two placed on the rear, measuring 6 inches in diameter and 10 inches long supplied with grease fittings.
- 11.13 Claw Hook-Up. The claw hook shall be constructed of a 2 inch plate that is reinforced. Compatible with most major brand Roll-Off Hoist systems.
- 11.14 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Tub-Style Roll-off Containers (20, 30, 40 cubic yards)

Section 12

- 12.01 **Purpose.** The City intends to purchase tub style roll-off containers to be used in association with our expansion of residential and commercial services. These roll-off containers will be used for Class IV waste bulk and building material disposal.
- 12.02 **Dimensions.** Base dimensions of 40 yard tub-style roll-off containers will be 97 3/16" x 90 3/4" x 270.5" inches. Base dimensions of 30 yard tub-style roll-off containers will be 78 3/16" x 90 3/4" x 270.5" inches. Base dimensions of 20 yard tub-style roll-off containers will be 58 3/16" x 90 3/4" x 270.5" inches.
- 12.03 **Rail.** 4 x 4 x 1/4" structural tubing top rail.
- 12.04 **Floor Construction.** The floor shall be constructed of 3/16 inch sheet steel.
- 12.05 **Container (sides, door, and front).** 10 gauge prime steel fully welded inside and out. The door shall have a vertical door latch mechanism equipped with a safety chain. The door shall close on the floor of all the containers.
- 12.06 **Wheels.** Wheels are to be placed at the rear of the roll-off containers. Wheels are to measure 6 inches in diameter and up to 10 inches long. Tarping systems will be an option
- 12.07 **Hook.** The containers shall be equipped with a heavy duty pull hook.
- 12.08 **Paint & Finish.** All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #378 (Green) in color. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.
- 12.09 **Delivery.** Containers need to be nestable for delivery.

GENERAL SPECIFICATION
Octagon Receiver Container (34, 40, & 42 cubic yards)

Section 13

- 13.01 **Purpose.** The City intends to purchase rectangular receiver containers to be used in association with our expansion of commercial services. The City also intends to purchase compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses that have exceeded our services.
- 13.02 **Dimensions.** The 34 yard dimensions shall be constructed as follows: Height 104 $\frac{3}{8}$ inches, width 94 $\frac{5}{16}$ inches, length 20 feet and 4 inches, and ground height 12 inches. The 40 yard dimensions shall be constructed as follows: Height 104 $\frac{3}{8}$ inches, width 94 $\frac{5}{16}$ inches, length 22 feet and 9 and $\frac{1}{8}$ inches, and ground height 12 inches. The 42 yard dimensions shall be constructed as follows: Height 104 $\frac{3}{8}$ inches, width 94 and $\frac{5}{16}$ inches, length 24 feet and 4 inches, and ground height 12 inches. Opening on the STD shall be 64 inches wide and 48 inches high.
- 13.03 **Floor.** The floor is to be constructed of 7 gauge hot rolled steel material. The floor joist shall have 3 inch structural channel cross members at 3.5 pounds per foot.
- 13.04 **Side Walls.** Side walls are to be constructed of 7 gauge hot rolled steel material fully welded to surrounding container parts.
- 13.05 **Roof.** The roof is to be constructed of 10 gauge hot rolled steel material and fully welded to all adjacent sides of the container.
- 13.06 **Rails/Long Sills.** Long sills should measure 2 inches by 6 inches by $\frac{3}{16}$ inch wall tubing. Some solid steel bullnose measuring 1 $\frac{3}{8}$ inches shall be placed on the front of the long sills to prevent impact damage.
- 13.07 **Hook Assembly.** 1 and $\frac{1}{4}$ inch thick by 12 $\frac{5}{16}$ inch long pull hook, continuously welded to a 2 inch pull plate container floor, and the three front cross members. This feature needs to be compatible with most major brand Roll-Off hoist systems.
- 13.08 **Rub Rail.** The rub rail shall have a 3" structural angle.

- 13.09 Rear Door. 10 gauge steel with 3 inch by 5 and 2 inches formed channels 4 inches. 5.4 door opening.
- 13.10 Door Opening. The container shall be equipped with a standard door measuring 48 inches high and 64 inches wide. The door openings shall be compatible major brand Stationary Compactors. All containers doors shall be equipped with a retaining chain and a 3 point vertical latch.
- 13.11 Hinge. Heavy duty 3 piece rear hinges with grease fittings.
- 13.12 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.
- 13.13 Ground Rollers. Two rollers, four rollers preferred with two placed on the front and two placed on the rear, measuring 6 inches in diameter and 10 inches long supplied with grease fittings.
- 13.14 Compactor Hook-Up. 1 and a 2 inch plate reinforced.

GENERAL SPECIFICATION

Self Contained Compactor Units (10, 15, 20, & 24 cubic yards)

Section 14

- 14.01 Purpose. The City intends to purchase self-contained compactor containers to be used in association with our expansion of commercial services. The self-contained compactor containers will be used for waste disposal of large commercial businesses where a minimal area is allowed for waste disposal. These containers are made especially for liquid retention and putrescible matters where there is high waste volume produced in hotels, hospitals, restaurants, and shopping malls.
- 14.02 Dimensions. Measurements for the 10 yard is as follows: overall length 156 inches, load height 42 inches, charge box 30 inches, container length 87 inches, overall height 67 inches,

overall width 84 inches. Measurements for the 15 yard is as follows: overall length 184 inches, load height 42 inches, charge box 30 inches, container length 115 inches, overall height 90 inches, overall width 84 inches. Measurements for the 20 yard is as follows: overall length 228 inches, load height 42 inches, charge box 30 inches, container length 159 inches, overall height 90 inches, overall width 84 inches. Measurements for the 24 yard is as follows: overall length 252 inches, load height 42 inches, charge box 30 inches, container length 180 inches, overall height 90 inches, overall width 84 inches.

- 14.03 Specifications. Container shall have an MFG Rating of 1 yd³, a WASTETEC rating of .70 yd³, a Clear Top Opening of (L x W) 30 inches by 455 inches, Ram Face (H x W) 22 inches by 48 inches, Ground height of 42 inches, a Capacity per Hour of 101 yd³.
- 14.04 Performance. Cycle time is to be 25 seconds, Normal and Maximum force is to be set at 37,700 pounds, Normal and Maximum Ram Face pressure is to be 35.7 PSI, and Ram Penetration of 6 inches.
- 14.05 Electrical. The motor shall be 10 HP and Control Voltage is to be set at 120 VAC. UL Label all circuits fused, key lock, start, stop, and reverse. Compactor is to be equipped with a Tri-voltage transformer, Container Full Light indicator, Multi-Cycle Timer, and pushbutton controls mounted in the panel box face.
- 14.06 Hydraulic. A pump of 11.5 GPM, Stroke 25 inches, 2 - Cylinder (Bore/Rod) 4 inch/ 2.5 inch, 12 inch sump, and a Normal and Maximum pressure is to be set at 1,500 PSI.
- 14.07 Structural. Control Quality Prime Hot Rolled Prime steel construction with Ram face 3/8 inch, Ram top 1/4 inch, Ram bottom 3/8 inch, Charging chamber floor 3/8 inch, Charger box sides 1/4 inch, Breaker Bar 8 x 6 x 3/4 inches, and a weight of 7121 pounds. All container steel is to be constructed of Control Quality Hot Rolled Steel.
- 14.08 Standard Features. Double end pick-up and a Full Door seal.
- 14.09 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315 (Burgundy) in color for trash containers and #441 (Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Self Contained Compactor (30 & 35 cubic yards)

Section 15

- 15.01 **Purpose.** The City intends to purchase self-contained compactor containers to be used in association with our expansion of commercial services. The self-contained compactor containers will be used for waste disposal of large commercial businesses. These containers are made especially for liquid retention where there is high waste volume produced in hotels, hospitals, restaurants, and shopping malls.
- 15.02 **Specifications.** Container shall have an MFG Rating of 2 yd³, a WASTETEC rating of 1.61 yd³, a Clear Top Opening of (L x W) 42 inches by 57.5 inches, Ground height of 52 inches, a Capacity per Hour of 175 yd³.
- 15.03 **Performance.** Cycle time is to be 33 seconds, Normal and Maximum force is to be set at 38,000 pounds, Normal and Maximum Ram Face pressure is to be 21.1 PSI, and Ram Penetration of 11 inches.
- 15.04 **Electrical.** The motor shall be 10 HP, Pressure Gauge, and Control Voltage is to be set at 120 VAC. UL Label all circuits fused, key lock, start, stop, and reverse. Compactor is to be equipped with a Tri-voltage transformer, Remote power unit, Container Full Light indicator, Multi-Cycle Timer, and controls in panel box face.
- 15.05 **Hydraulic.** A pump of 11.5 GPM, 12 inch sump, and a Normal and Maximum force is to be set at 1,800 PSI.
- 15.06 **Structural.** Control Quality Prime Hot Rolled Prime steel construction with Ram face 5/8 inch, Ram top 1/4 inch, Ram sides 3/8 inch, Ram bottom 3/8 inch, Charging chamber floor 3/8 inch, 1/4 inch packer sides, and a Breaker Bar 8 x 6 x 3/4 inches.
- 15.07 **Bustle.** The bustle door utilizes 4 heavy-duty sliding hinges in conjunction with a hinge-side ratchet. This allows the door to be securely closed to prevent leakage.
- 15.08 **Port Hole.** A 1 2 inch port to allow easy wash down under packing head.
- 15.09 **Standard Features.** Double end pick-up, Full Door seal, Compactor Clean-Out,

replaceable UHMW Ram Guides, and Center Skid.

- 15.10 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Self Contained Compactor (30 & 35 cubic yards)

Section 16

- 16.01 Purpose. The City intends to purchase Shorty compactors to be used in association with our expansion of commercial services. The Shorty compactors will be used for compaction of waste in containers of large commercial businesses. These containers are made especially for minimal area locations with a high waste volume produced.
- 16.02 Specifications. Container shall have an MFG Rating of 2 yd³, a WASTETEC rating of 1.61 yd³, a Clear Top Opening of (L x W) 42 inches by 57.5 inches, Ram face of (H x W) 28 inches by 60 inches, Ground height of 15.5 inches, a Capacity per Hour of 171 yd³. Overall length shall measure 74 and 1/4 inches.
- 16.03 Performance. Cycle time is to be 42 seconds, Normal force of 42,700 pounds, Maximum force of 50,800 pounds, Normal Ram Face pressure of 24.3 PSI, Maximum Ram Face pressure of 28.8 PSI, and Ram Penetration of 11 inches.
- 16.04 Electrical. The motor shall be 10 HP, Control Voltage is to be set at 120 VAC. UL Label, all circuits fused, key lock, start, stop, and reverse.
- 16.05 Hydraulic. A pump of 10 GPM, Normal pressure of 1,850 PSI, Maximum force of 2,300 PSI, 2 - Cylinder (Bore/Rod) 4 inch / 2.5 inch, and a Stroke of 56 inches.
- 16.06 Structural. Control Quality Prime Hot Rolled Prime steel construction with Ram face 2 inch, Ram top 1/4 inch, A Ram bottom 3/8 inch, Charging chamber floor 2 inch, Charger box sides 1/4 inch, total weight of 3303 pounds, and Breaker Bar 8 x 6 x 3/4 inches. Charger box opening shall measure 41 inches by 57.5 inches. The container shall have 1/4

inch compactor side wall, heavy structural reinforcement to the charge chamber and the Ram Guidance System (ram guide angle attached to side wall, ram guide block mounted inside of a guide block channel that slides over the ram guide angle), all serve to assure reduced wear and longevity in this unit.

- 16.07 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION

Crosspak Self-Contained Compactor (5 & 6 cubic yards)

Section 17

- 17.01 Purpose. The City intends to purchase Crosspak self-contained compactor containers to be used in association with our expansion of commercial services. The Crosspak self-contained compactor containers will be used for waste disposal of small commercial businesses, restaurants, and food chains cannot utilize a full size compaction system because of volume or space limitations. These containers are made especially for keeping work areas clean, sanitary, and at low-cost instillation, no more vermin and putrescible matters, and consisting of a leakproof operation.
- 17.02 Dimensions. The 5 yard rear loader dimensions shall be constructed as follows: Overall width of 130 inches (container 79 inches and the compactor 51 inches), overall length of 150 inches, container height is 51 inches, compactor height of 40 inches, and compactor length of 46 inches. The 6 yard front loader dimensions shall be constructed as follows: Overall width of 131 inches (container 80 inches and the compactor 51 inches), overall length of 103 inches, container height is 67 inches, compactor height of 40 inches, and compactor length of 46 inches, and compactor base stand height of 12 inches.
- 17.03 Construction. Compactor size should be constructed with prime steel with the following measurements: Compactor size of 3/16 inches, Compactor floor of 1/4 inches, Ram face of 1/4 inches, Ram bottom of 1/4 inches, and Ram top of 3/16 inches.

- 17.04 Hydraulic. A pump of 3 GPM, 2 - Cylinder (3" Bore and 1 2"Rod) 3 inch by 20 inch, Normal pressure of 1800 PSI, Maximum pressure of 2000 PSI, and 10 gallon Oil Reservoir.
- 17.05 Charge Box. Clear top opening measuring 24 inches by 48 inches and Ram face measuring 18 2 inches high by 48 inches wide.
- 17.06 Performance. Cycle time is to be 42 seconds, Normal ram force of 23,300 pounds, Maximum ram force of 30,000 pounds, Normal working pressure of 2000 PSI, and Maximum working pressure of 2200 PSI.
- 17.07 Electrical. 3 H.P. 208/230/440/460V and 3 Ph. 4 wire, 60 cycle, 100V controls. All circuits must be fused and control panel shall have push button controls.
- 17.08 Features. Container construction allows loading from all three sides of charging chamber, and an optional ozone neutralizer, which eliminates unpleasant odors. The cross cylinder design allows the superior compaction force to reduce large volumes of waste.
- 17.09 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

for the Fayetteville City Council meeting of December 4, 2001

Orig Contract Date:

Description _____ Meeting Date _____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

Grants Officer

Reference Comments:

Budget Year 2001	Department: Environmental Services Division: Solid Waste Program: Commercial Pickup	Date Requested 12/04/2001	Adjustment #
-------------------------	---	----------------------------------	--------------

Project or Item Requested: \$55,691 in the Dumpster Lease Program capital project.	Project or Item Deleted: \$55,691 from the Curbside Recycling Improvements capital project.
---	--

Justification of this Increase: The funding is needed to purchase 2 to 8 yard containers for lease by small commercial customers.	Justification of this Decrease: Sufficient funds remain in project to meet 2001 objectives.
--	--

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Minor Equipment	55,691	5500 5010 5890 00	99038 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Solid Waste Improvements	55,691	5500 5060 5816 00	98053 1

Approval Signatures		Budget Office Use Only	
Requested By 	Date 11-16-01	Type: A B C <u>D</u> E Date of Approval _____ Posted to General Ledger _____ Posted to Project Accounting _____ Entered in Category Log _____	
Budget Manager	Date		
Department Director 	Date 11/20/01		
Admin. Services Director	Date		
Mayor	Date		

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Gary Dumas

Date: Wednesday, November 14, 2001

Subject: Awarding Bid for 2 to 8 Yard Solid Waste Containers – Bid #01-56

Background

The Solid Waste/Recycling Division has had an annual contract for 2 to 8 yard containers, this contract has expired. These containers are used for trash and recycling for multiple family and small commercial activities.

This agreement will be for a period of 6-months and will allow the purchase of up to 300 containers of various sizes from 2 to 8 yards. Purchases will be on an as needed basis to allow a small inventory at the Solid Waste/Recycling offices. This small inventory will continue to allow an immediate response to a request for service.

The bid tab is attached. The Solid Waste/Recycling Division staff has inspected the low bidder's containers and has found that they meet specifications.

The low bid for the 2 to 8 yard containers is Gregory Manufacturing from Fort Madison, Iowa.

Recommendation

Approve resolution authorizing purchase agreement.

D: 01-66
TE: 10/26/01
AE: 11:00 AM
TY OF FAYETTEVILLE

DESCRIPTION: SOLID WASTE CONTAINERS 2-8 YARD

	EDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6	ITEM #7
GREGORY MFG		\$273.00 no A-frame	\$467.00	\$681.00	\$671.00	\$467.00	\$681.00	\$671.00
AMERI-KAN Includes+\$320 pr truck S&H*		\$265.00	\$470.00	\$670.00	\$690.00	\$600.00	\$600.00	\$780.00
BEST-PAK		\$265.60	\$489.66	\$687.26	\$683.26	\$609.66	\$617.26	\$703.26
WASTE QUIP-MAYFAB		\$260.00	\$634.00	\$624.00	\$717.00	\$669.00	\$649.00	\$742.00

Certified by Kevin Williams 10/25/01
P Vice Purch Mgr Witness
Date
Verified 65 11/14/01

FORMAL

AND BOARD BEEN MOVED

☐ ^A_B

OF FAYETTEVILLE, AR
113 W. MOUNTAIN STREET
FAYETTEVILLE ARKANSAS 72701

VERBAL QUOTATION

PERFORMANCE BOND REQUIRED

YES ☐ **NO** ☐

PROJECT

TABULATION OF BIDS

DESCRIPTION

15/11/14 Confidential

F.O.B.

DATE OPENED

10/25/01 11.30 AM

BID NO. 01-56 PROJECT NO. _____		1	2	3	4	5	EXTENSION
BIDDER:	ADDRESS:	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST
BIDDER: <i>Shenoy</i>	ADDRESS: <i>Mysr</i>	# 273.00	no 4 - from	467.00	581.00		
BIDDER:	ADDRESS:	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST
BIDDER: <i>Unnikrishnan</i>	ADDRESS:	265.00	470.00	570.00	690.00	500.00	600.00
BIDDER:	ADDRESS:	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST
BIDDER: <i>Ban. Pak Equip</i>	ADDRESS:	265.60	489.55	589.26	683.26	509.55	679.26
BIDDER:	ADDRESS:	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST
BIDDER: <i>Wale Equip</i>	ADDRESS: <i>Mangal</i>	250.00	534.00	624.00	717.00	554.00	649.00
BIDDER:	ADDRESS:	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST
BIDDER:	ADDRESS:	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST
BIDDER:	ADDRESS:	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST	UNITQUANT COST	EXT. COST

AWARD SUMMARY:

TO

P.O. # _____

DATE

CERTIFIED BY

10

P.O. #

To

P.O. #

10

P.O. #

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: 10-25-01

Proposal of GREGORY MANUFACTURING Co (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of DWA, a partnership, or an individual doing business as GREGORY MANUFACTURING Co. INC.

To the City of Fayetteville, Arkansas (hereinafter called "City").

The Bidder, in compliance with your invitation for bids for Solid Waste Containers, having examined the specifications with related bid documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the bid documents and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bid documents, of which this proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications for the following unit prices.

ITEM NO.	DESCRIPTION	UNIT PRICE	
1.	Rear Load Container, 2 cubic yard	<u>273 -</u>	NO-A-FRAME
2.	Front Load Container, 4 cubic yard	<u>467 -</u>	INCLUDES A-FRAME
3.	Front Load Container, 6 cubic yard	<u>581 -</u>	" "
4.	Front Load Container, 8 cubic yard	<u>671 -</u>	" "
5.	Front Load Recycling Container, 4 cubic yard	<u>467 -</u>	" "
6.	Front Load Recycling Container, 6 cubic yard	<u>581 -</u>	" "
7.	Front Load Recycling Container, 8 cubic yard	<u>671 -</u>	" "

The prices shall remain valid for the next 180 days after selection of winning bidder. The city may

make purchases of up to 300 containers of various sizes. All purchases will be in groups of no less than one truck load and may be as frequently as every two weeks. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc..., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By:

West Region Sales Manager
Title

P.O. Box 325
(Business Address and Zip Code)

FORT MADISON, IOWA 52627

SEAL - (if bid by a
Corporation)

WHY YOU SHOULD CONSIDER THE GREGORY CONTAINER

**Thick Steel— 7ga. floor, 10ga.
sides, 3/16" rails and pockets**

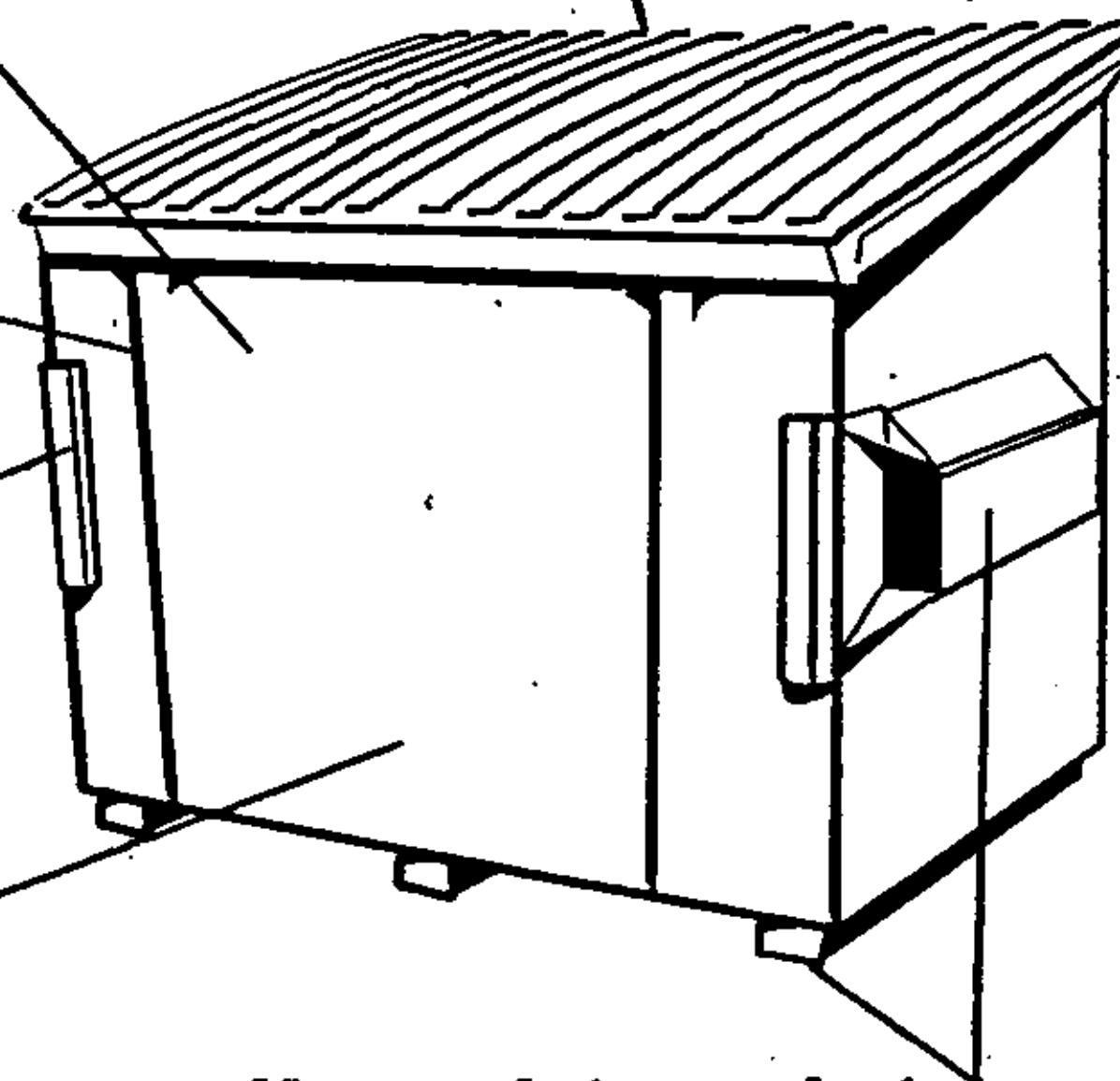
**The latest in Lid Technology
from Impact Plastics**

**"V" crimps on ALL four
sides for added strength**

**Wrap-a-round bumpers
protect container face**

**Superior paint. Applied
electrostatically for
consistent finish**

**Heavy duty pockets
and floor rails**



Gregory Manufacturing

Fort Madison, Iowa 319-463-7641

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: 10-23-2001

Proposal of AMERI-KAN DIV OF STOUTCO INC. (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of INDIANA, a partnership, or an individual doing business as AMERI-KAN

To the City of Fayetteville, Arkansas (hereinafter called "City").

The Bidder, in compliance with your invitation for bids for Solid Waste Containers, having examined the specifications with related bid documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the bid documents and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bid documents, of which this proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications for the following unit prices.

ITEM NO.	DESCRIPTION	UNIT PRICE
1.	Rear Load Container, 2 cubic yard MODEL 200	<u>\$265.00</u>
2.	Front Load Container, 4 cubic yard MODEL FST-400	<u>470.00</u>
3.	Front Load Container, 6 cubic yard MODEL FST-600	<u>570.00</u>
4.	Front Load Container, 8 cubic yard MODEL FST-800	<u>690.00</u>
5.	Front Load Recycling Container, 4 cubic yard FST-400	<u>500.00</u>
6.	Front Load Recycling Container, 6 cubic yard FST-600	<u>600.00</u>
7.	Front Load Recycling Container, 8 cubic yard FST-802	<u>780.00</u>
	Freight, Shipping and Handling	<u>\$320.00</u> Per Truck Load

The prices shall remain valid for the next 180 days after selection of winning bidder. The city may

Shipping Not in Unit #
Single Wall Lids

make purchases of up to 300 containers of various sizes. All purchases will be in groups of no less than one truck load and may be as frequently as every two weeks. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc..., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By: Bill Thomason
BILL THOMASON

PLANT OPERATIONS MGR., KS. PLANT

Title

P.O. BOX 844 3800 W. HIGHWAY 75
INDEPENDENCE KANSAS 67301

(Business Address and Zip Code)

PH: 316-331-3910 FAX: 620-331-3911

SEAL - (if bid by a
Corporation)

*NOTE: BID IS FOR (1) SLOT IN BACK OF CONTAINER. ADDITIONAL SLOTS MAY BE ADDED TO SIDES OF CONTAINERS AT A COST OF \$30.00 PER SOLT. THE 8 YD CONTAINER BEING BID IS AN FS-802 WHICH HAS A SHAPE SIMILAR TO THE FST-600 WHICH WOULD BE BETTER SUITED FOR CARDBOARD THAN THE FST-800.

**NOTE: ALL CONTAINERS BID ARE WITH THE AMERI-KAN DESIGNED LIDS.

Tuesday, October 23, 2001

Ms. Peggy Vice
City of Fayetteville
Purchasing Office - Rm. 308
113 W. Mountain
Fayetteville, AR 72701

Dear : Ms. Vice

Wastequip would like to take this opportunity to express our gratitude for this opportunity to quote solid waste equipment for the City of Fayetteville Request for Bid #01-56. Items to be considered by the City are rear load, front load, and roll off (rectangular and tub style) containers, as well as self-contained and stationary compactors.

Pursuant to our response we would like to make the following addendum to RFB #01-56:

Item 1. Compactors quoted will meet or exceed City specifications with certain reservations regarding physical dimension variances. As an example: Ten, Fifteen and Twenty cubic yard self-contain hopper openings per specification are 30" length vs. actual size quoted 40" length. Detail specification sheets are provided as part of the addendum for comparison purposes.

Item 2. All compacting equipment quoted to be U. L. listed system.

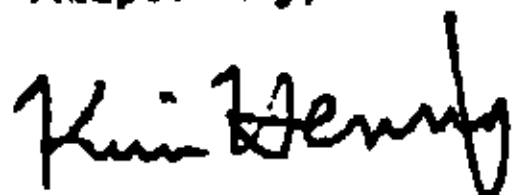
Item 3. Front load containers quoted to be shipped with 'A' Frame attached (welded not bolted) with lds attached by Wastequip employee's upon delivery of units to meet City of Fayetteville operation personnel concerns.

Item 4. Compactor training, technical and field, to be provided at no additional cost to City of Fayetteville. (City to provide transportation and hotel accommodations for City employees)

Item 5. Submit for consideration the Accurate Accu-Pak (rotateable head for side, rear and front load application) Front End Load compactor at a cost of \$6,198.00.

Wastequip further offers to provide technical and product assistance should the City require additional information to assist them in making a decision for award. Please contact Kim Hennig (800-242-0122) or David Minton (803-520-0473) should assistance be required.

Respectfully,



Kim Hennig
Sales Manager

**REQUEST FOR BID
#01-56
SPECIFICATIONS**

SOLID WASTE CONTAINERS

*Prepared by
Solid Waste Division
City of Fayetteville, Arkansas*

ADVERTISEMENT FOR BIDS

Bid #01-56 2 to 8 Yard Solid Waste Containers

City of Fayetteville, Arkansas

Separate sealed bids for 2 to 8 Yard Solid Waste Containers, will be received by the City of Fayetteville, Arkansas, at the Office of the Purchasing Officer until 11:30 a.m., Oct 25, 2001, and then at said office publicly opened.

The Information for Bidders, Form of Bid, Specifications, and other documents may be examined at the following location:

City of Fayetteville
Purchasing Office
113 W. Mountain, Room 306
Fayetteville, Arkansas 72701

Copies may be obtained from the Purchasing Office located at the above address. The City reserves the right to waive any informalities or to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The City of Fayetteville is an Equal Opportunity Employer.

Peggy Vice, Purchasing Manager

INFORMATION FOR BIDDERS

1.0 RECEIPT AND OPENING OF BIDS: The CITY OF FAYETTEVILLE, ARKANSAS (herein called the "City"), invites bids on the project described in the Scope of Services. Bids will be received by the City at the Purchasing Office until 11:00 a.m. (Central Time), Oct. 25, 2001 and then at said office publicly opened. The envelopes containing the bid must be sealed, addressed to Purchasing Officer, City of Fayetteville at 113 W. Mountain St., Fayetteville, AR 72701 with bid number clearly visible.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

2.0 PREPARATION OF BID: Each bid must be submitted on the Bid for Unit Price form attached hereto. All blank spaces for bid prices must be filled in, in ink or typewritten, fully completed and executed when submitted. Each bid must be submitted in a separate sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City.

3.0 SUBCONTRACT(S): The Bidder will supply the names and addresses of all subcontractors to the City for approval. Also, the to be performed by each subcontractor must be stated.

4.0 TELEGRAPHIC MODIFICATION: Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modifications over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5.0 QUALIFICATIONS OF BIDDER: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder will furnish to the City all such information and data for this purpose as the City may request. If requested by the City, the three final Bidders will conduct a tour of their facilities wherein the City may further investigate the Bidders. Said visit and tour will be conducted within five (5) days of the date of bid opening and on a date to be selected by the City. The City reserves the right to reject any bid if the

evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the bid and to complete the work contemplated therein.

6.0 CONDITIONS OF WORK: Each Bidder must inform himself fully of the conditions relating to the performance of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this bid.

7.0 ADDENDA AND INTERPRETATION: No formal interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Gary Dumas, Utilities Service Director, City of Fayetteville, Arkansas, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued will become part of the bid documents.

8.0 LAWS AND REGULATIONS: The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the project will apply to the bid throughout, and they will be deemed to be included in the bid the same as though herein written out in full.

9.0 METHOD OF AWARD - LOWEST QUALIFIED BIDDER: The City will adhere to the selection process as set forth in the Administrative Policies and Procedures Manual. Copies of the applicable policies and procedures may be obtained from the Purchasing Officer.

10.0 OBLIGATION OF BIDDER: At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and bid documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document will in no way relieve any bidder from any obligation in respect of his bid.

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: 10/22/01

Proposal of Wastegulp - May Fab (hereinafter called
"Bidder") a corporation, organized and existing under the laws of the State of OHIO, a
partnership, or an individual doing business as Same

To the City of Fayetteville, Arkansas (hereinafter called "City").

The Bidder, in compliance with your invitation for bids for Solid Waste Containers, having examined the specifications with related bid documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the bid documents and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bid documents, of which this proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications for the following unit prices.

ITEM NO.	DESCRIPTION	UNIT PRICE
1.	Rear Load Container, 2 cubic yard	\$ 250
2.	Front Load Container, 4 cubic yard	\$ 534
3.	Front Load Container, 6 cubic yard	\$ 624
4.	Front Load Container, 8 cubic yard	\$ 717
5.	Front Load Recycling Container, 4 cubic yard	\$ 559
6.	Front Load Recycling Container, 6 cubic yard	\$ 649
7.	Front Load Recycling Container, 8 cubic yard	\$ 742

The prices shall remain valid for the next 180 days after selection of winning bidder. The city may

Single Wall Lids.
No Lid crown.
No Post Consumer Plastic in for.

make purchases of up to 300 containers of various sizes. All purchases will be in groups of no less than one truck load and may be as frequently as every two weeks. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc..., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By: Kim Hennig (Kim Hennig)

Sales Mgr.

Title

P.O. Box 1029

(Business Address and Zip Code)

Beeville, Tx. 78104

SEAL - (if bid by a
Corporation)

GENERAL SPECIFICATION

Rear Load Containers (2 cubic yards)

Front Load Containers (2 cubic yards)

Front Load Slant Top Containers (4, 6, & 8 cubic yards)

Section 10

10.01 Top Channels; Front, Rear, and Sides. All surrounding channels shall be at least 13 gauge steel and be formed into a "C" shape with a minimum height of three (3) inches, and a minimum width of one and one half (1½) inches.

10.02 Floor Supports. There shall be formed support channels two and one half (2½) inches wide and one and one half (1½) inches deep constructed on 10 gauge material. Side to Side: Three (3) each on the four yard containers, four (4) each on the six yard containers, and four (4) each on the eight yard containers.

10.03 "A" Frame Lifts. On "A" frame lift containers, the main vertical support channels shall be a formed one fourth (¼) inch steel channel at least three and three fourth (3¾) inches wide with a one and one half (1½) inch flange and run from the top to the bottom of the container. The backing plate and other component parts shall also be a minimum of one fourth (¼) inch plate. The only exceptions will be the front rail reinforcement channel and upper cross channel which will be at least seven (7) gauge steel. In addition, the pin holes shall be reinforced with an additional one fourth (¼) inch steel plate to provide a minimum of one half (½) inch total thickness at the pin holes. All containers shall have the "A" frame lifts continuously welded securing them to the container.

10.04 Hydraulic Lift Bar. All two yard rear loading containers should be equipped for use with a hydraulic lift bar.

10.05 Plastic Lids. Plastic lids shall be double walled and made of at least 25% post consumer plastic and contain high density polyethylene custom molded with premium quality U.V. stabilizers for flexibility and long life in any climate. Plastic lids shall be equipped with multiple hinge points and reinforcing ribs along with crowned design to assure complete water run-off, and the large front handles are molded in (no added pieces) for easy opening.

10.06 Lid and Rear Covers. The rear lid panel shall be a solid single piece with center crown to allow water to runoff the sides. Heavy duty hinges are required to maintain the structural integrity of the lid rod. A lid stop shall be attached to prevent lid hang-up on truck hopper cover. The standard lightweight, low maintenance, tow lid design with lid stop shall permit lids to remain open when required. The lids should close automatically when container is emptied.

10.07 Lid Hinge Rod. The lid hinge rod shall be a minimum of seven sixteenths (7/16) inches round, solid steel bar securely fastened at each end, yet removable for easy replacement. The lid hinge rod shall be plated for long lasting, trouble free hinge action.

10.08 Drain Hole. All containers shall have a one (1) inch drain hole for removal of excess fluids. The drain hole shall be fitted with a tight fitting plug designed so as not to allow liquid seepage. The plug shall also be made from material that will not allow it to rust to the drain hole and prevent removal.

10.09 Finish. All containers shall be cleaned of all weld splatter, loose rust and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for two, four, six, and eight yard front and rear load containers and #441(Light Brown) for all four, six, and eight yard recycling containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

10.10 Steel Specifications. All steel used in the container shall be new, free of excessive rust and be within standard mill tolerances for C1018 steel sheet. The minimum allowable thickness for steel gauges are as follows:

14 Gauge → Minimum .071"	10 Gauge → Minimum .127"
13 Gauge → Minimum .082"	7 Gauge → Minimum .171"
12 Gauge → Minimum .097"	1/4 Gauge → Minimum .235"

10.11 End Panels. (4, 6, & 8 cubic yard containers → 12 gauge, 2 cubic yard containers → 14 gauge) The end panels shall be a one (1) piece tapered steel sheet and shall be designed in such a manner as to bend around the outside and bottom corners and overlap the adjoining panels thereby eliminating the need for corner welds in the body panels.

10.12 Main Body Panels. (4, 6, & 8 cubic yard containers → 12 gauge) The main body panels consisting of the front, rear, and floor panels shall be twelve (12) gauge steel and also designed in such a manner as to overlap the adjoining panel in such a manner as to eliminate the need for corner welds. (2 cubic yard containers) The main body panel shall be one piece, 14 gauge steel sheet extending down the front, across the bottom and up the rear side of the container.

10.13 Floor Panels. The floor panels shall be twelve (12) gauge steel and also designed in a manner to overlap the adjoining sides, back and front to eliminate the need for corner welds.

10.14 Castors. All two yard containers must come equipped with four (4) swivel 6" rubber tire casters.



City of Fayetteville, Arkansas
Front and Rear load Container
Exceptions to Specifications

Section 10

- Para.10.01 Top channels on front-load containers are 12 ga. on sides and 10 ga. on front and rear.
Top channels on rear-load containers are all 12 ga.
- Para. 10.05 Plastic lids are single wall, with regrind material, however, no Certification of the amount of post-consumer plastic.
- Para. 10.06 There is no crown in the rear lid panel.
- Para. 10.07 Hinge rod is 5/8" dia. steel. It is not plated.
- Para. 10.08 Drain hole is 1 1/4" with plug
- Para. 10.11 End panels do not bend around inside corners and bottom joint. Containers are corner welded.
- Para. 10.12 Main body panels do not overlap adjoining panels.
- Para. 10.13 Floor is 10 ga. instead of 12 ga. on front-end loaders.
There is no overlap of adjoining panels.

All other specifications are as requested



MANUFACTURER'S WARRANTY

07/01/01

ACCURATE INDUSTRIES, INC. ("Accurate") warrants equipment of its own manufacture to be free from defects in materials and workmanship under normal use and service, to the original purchaser only, subject to the conditions outlined below. ACCURATE'S obligation under the warranty is limited to repair or replacement, with a similar genuine part, of any part of the product of its manufacture which is returned to ACCURATE within ten days after the discovery of the defect, properly identified and transportation charges prepaid, and not more than 12 months after the equipment has been delivered to the original user. No freight, travel cost, meals or lodging shall be covered by this warranty. No warranty credit will be issued for labor or parts until such parts are returned using proper authorization tags and numbers to ACCURATE for our inspection.

WARRANTY OVERVIEW		
3 - YEARS STRUCTURAL 2 - YEARS COMPONENTS / 1-YEAR LABOR Extended Parts / Labor Warranty - 6% Per Additional Year	12 - MONTHS COMPONENTS 6 - MONTHS LABOR	3 - YEARS STRUCTURAL / 3 - YEARS CYLINDER (PARTS ONLY) 1 - YEAR COMPONENTS / 6 - MOS LABOR
Executive Series	Stationary Compactors: Models 245C, 345C, 345XHD-D, 445C, 445XHD-7, 445XHD-720, 445XHD-D, 545HD through 1250XHD Self-Contained Compactors: Models 205, 255C ALL OTHER PRODUCTS (FL, RL & RD)*	Stationary Compactors: Models 245 HD & XHD, 345 HD & XHD, 445 HD & XHD Self-Contained Compactors: Models 255HD, Model 285X** ** Cylinders 1 - Year Parts & Labor

* Manufactured by TEEM AND MATFAB, INC.
12 MONTH WARRANTY SCHEDULE

FIRST THROUGH SIXTH MONTH:

ACCURATE will furnish without charge, F.O.B. its plant, a similar genuine part to replace any part of product of its' manufacturer which proves to be defective in normal use and service during the period. Labor charges to install such parts will be allowed in accordance with scheduled allowable labor rates or flat rate, authorized by ACCURATE prior to performance of said labor. This warranty does not apply to normal operating adjustments such as, adjusting pressure settings, limit switches, timer, relays, fuses or loss of hydraulic oil, cable replacement or filter replacement. Hoist pumps and P.T.O.'s are subject to the warranty limitations set by the pump and P.T.O. manufacturer only. Travel time is limited to (2) two hours maximum per service call.

- a) This warranty shall not apply to any failure or damage incurred through neglect, lack of maintenance, misuse, accidents, improper installation, re-designing of assemblies or through any other cause beyond the control of ACCURATE.
- b) This warranty shall not apply if the equipment has been loaded above the factory recommended maximum load capacity.
- c) This warranty shall be expressly limited to the repair or replacement of defective parts, as stated above, all other damage and claims, statutory or otherwise, being hereby waived by the purchaser and only those labor charges specifically authorized by ACCURATE. ACCURATE limits its warranty to parts and accessories supplied by it and installed in compliance with the prevailing industry standard.

SEVENTH THROUGH TWELFTH MONTH:

The warranty provided above for the first through sixth month applies for the seventh through twelfth month with the following exception: No labor charges will be honored under ACCURATE'S warranty or obligation in connection with the sale of its equipment.

ADDITIONAL WARRANTY: Refer to Warranty Overview above for products with additional warranties.

REPLACEMENT PARTS WARRANTY: Replacement parts that ACCURATE has provided due to defects in the original parts are warranted for ninety (90) days only from delivery only. No labor, freight, or any other charges are covered. If the replacement part fails within ninety (90) days from the delivery date, it must be returned to ACCURATE, freight prepaid, for inspection and an equivalent replacement part will be supplied. The following example illustrates the application of the replacement parts warranty:

ACCURATE'S manufacturers and replacement parts warranties are expressly in lieu of all other warranties. ACCURATE provides no other warranties except as stated therein. ACCURATE MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR A PARTICULAR PURPOSE. If any sample or model was shown to or provided by Buyer, such sample or model was used merely to illustrate the general type and quality of the Goods and such use is not to be construed as warranty that the Goods will conform to the sample or model. Any descriptions or illustrations contained in ACCURATE'S catalogues, price lists or other advertising matter are intended merely to present a general description of the Goods and shall not form a part of this order. ACCURATE makes no warranty that Buyer holds or will hold the Good free of the claim of any third person that may arise from alleged patent or trademark infringement. Since conditions of use over which ACCURATE has no control may have a significant effect on the Goods, ACCURATE disclaims any warranty that the Goods will conform to the standards and requirement set forth in the "Occupational Safety and Health Act" of 1970, as amended or the rules and regulations thereunder. No agent, employee or representative of ACCURATE has any authority to bind ACCURATE to any affirmation, representation or warranty concerning the Goods, except an officer of ACCURATE who agrees to the same in writing. In no event is any affirmation, representation or warranty relating to the Goods applicable to any one other Buyer, and no purchaser from Buyer is entitled to thereon. ACCURATE neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its equipment.

Mail or Deliver Bids To:

City of Fayetteville
Purchasing Office-Rm 306
113 W Mountain
Fayetteville, AR 72701

**REQUEST FOR BID
#01-56
SPECIFICATIONS**

SOLID WASTE CONTAINERS

*Prepared by
Solid Waste Division
City of Fayetteville, Arkansas*

INFORMATION FOR BIDDERS

1.0 RECEIPT AND OPENING OF BIDS: The CITY OF FAYETTEVILLE, ARKANSAS (herein called the "City"), invites bids on the project described in the Scope of Services. Bids will be received by the City at the Purchasing Office until 11:00 a.m. (Central Time), Oct. 25, 2001 and then at said office publicly opened. The envelopes containing the bid must be sealed, addressed to Purchasing Officer, City of Fayetteville at 113 W. Mountain St., Fayetteville, AR 72701 with bid number clearly visible.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

2.0 PREPARATION OF BID: Each bid must be submitted on the Bid for Unit Price form attached hereto. All blank spaces for bid prices must be filled in, in ink or typewritten, fully completed and executed when submitted. Each bid must be submitted in a separate sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City.

3.0 SUBCONTRACT(S): The Bidder will supply the names and addresses of all subcontractors to the City for approval. Also, the to be performed by each subcontractor must be stated.

4.0 TELEGRAPHIC MODIFICATION: Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modifications over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5.0 QUALIFICATIONS OF BIDDER: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder will furnish to the City all such information and data for this purpose as the City may request. If requested by the City, the three final Bidders will conduct a tour of their facilities wherein the City may further investigate the Bidders. Said visit and tour will be conducted within five (5) days of the date of bid opening and on a date to be selected by the City. The City reserves the right to reject any bid if the

evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the bid and to complete the work contemplated therein.

6.0 CONDITIONS OF WORK: Each Bidder must inform himself fully of the conditions relating to the performance of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this bid.

7.0 ADDENDA AND INTERPRETATION: No formal interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Gary Dumas, Utilities Service Director, City of Fayetteville, Arkansas, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued will become part of the bid documents.

8.0 LAWS AND REGULATIONS: The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the project will apply to the bid throughout, and they will be deemed to be included in the bid the same as though herein written out in full.

9.0 METHOD OF AWARD - LOWEST QUALIFIED BIDDER: The City will adhere to the selection process as set forth in the Administrative Policies and Procedures Manual. Copies of the applicable policies and procedures may be obtained from the Purchasing Officer.

10.0 OBLIGATION OF BIDDER: At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and bid documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document will in no way relieve any bidder from any obligation in respect of his bid.

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: 10-25-01

Proposal of BES-PAC Waste Handling Equipment (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of SC CAROLINA, a MISS. partnership, or an individual doing business as BES-PAC / Mid South Waste Equipment.

To the City of Fayetteville, Arkansas (hereinafter called "City").

The Bidder, in compliance with your invitation for bids for Solid Waste Containers, having examined the specifications with related bid documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the bid documents and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bid documents, of which this proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications for the following unit prices.

ITEM NO.	DESCRIPTION	UNIT PRICE
1.	Rear Load Container, 2 cubic yard	<u>265.60</u>
2.	Front Load Container, 4 cubic yard	<u>489.55</u>
3.	Front Load Container, 6 cubic yard	<u>587.26</u>
4.	Front Load Container, 8 cubic yard	<u>683.26</u>
5.	Front Load Recycling Container, 4 cubic yard	<u>509.55</u>
6.	Front Load Recycling Container, 6 cubic yard	<u>617.26</u>
7.	Front Load Recycling Container, 8 cubic yard	<u>703.26</u>

The prices shall remain valid for the next 180 days after selection of winning bidder. The city may

make purchases of up to 300 containers of various sizes. All purchases will be in groups of no less than one truck load and may be as frequently as every two weeks. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc..., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.



Respectfully submitted:
By: *Jim Kullis*
Regional Sales Mgr.
Title
1909 Main St.
(Business Address and Zip Code)
Easley, S.C. 29641

SEAL - (if bid by a
Corporation)

GENERAL SPECIFICATION

Rear Load Containers (2 cubic yards)

Front Load Containers (2 cubic yards)

Front Load Slant Top Containers (4, 6, & 8 cubic yards)

Section 10

10.01 Top Channels; Front, Rear, and Sides. All surrounding channels shall be at least 13 gauge steel and be formed into a "C" shape with a minimum height of three (3) inches, and a minimum width of one and one half (1½) inches.

10.02 Floor Supports. There shall be formed support channels two and one half (2½) inches wide and one and one half (1½) inches deep constructed on 10 gauge material. Side to Side: Three (3) each on the four yard containers, four (4) each on the six yard containers, and four (4) each on the eight yard containers.

10.03 "A" Frame Lifts. On "A" frame lift containers, the main vertical support channels shall be a formed one fourth (¼) inch steel channel at least three and three fourth (3¾) inches wide with a one and one half (1½) inch flange and run from the top to the bottom of the container. The backing plate and other component parts shall also be a minimum of one fourth (¼) inch plate. The only exceptions will be the front rail reinforcement channel and upper cross channel which will be at least seven (7) gauge steel. In addition, the pin holes shall be reinforced with an additional one fourth (¼) inch steel plate to provide a minimum of one half (½) inch total thickness at the pin holes. All containers shall have the "A" frame lifts continuously welded securing them to the container.

10.04 Hydraulic Lift Bar. All two yard rear loading containers should be equipped for use with a hydraulic lift bar.

10.05 Plastic Lids. Plastic lids shall be double walled and made of at least 25% post consumer plastic and contain high density polyethylene custom molded with premium quality U.V. stabilizers for flexibility and long life in any climate. Plastic lids shall be equipped with multiple hinge points and reinforcing ribs along with crowned design to assure complete water run-off, and the large front handles are molded in (no added pieces) for easy opening.

10.06 Lid and Rear Covers. The rear lid panel shall be a solid single piece with center crown to allow water to runoff the sides. Heavy duty hinges are required to maintain the structural integrity of the lid rod. A lid stop shall be attached to prevent lid hang-up on truck hopper cover. The standard lightweight, low maintenance, tow lid design with lid stop shall permit lids to remain open when required. The lids should close automatically when container is emptied.

10.07 Lid Hinge Rod. The lid hinge rod shall be a minimum of seven sixteenths (7/16) inches round, solid steel bar securely fastened at each end, yet removable for easy replacement. The lid hinge rod shall be plated for long lasting, trouble free hinge action.

10.08 Drain Hole. All containers shall have a one (1) inch drain hole for removal of excess fluids. The drain hole shall be fitted with a tight fitting plug designed so as not to allow liquid seepage. The plug shall also be made from material that will not allow it to rust to the drain hole and prevent removal.

10.09 Finish. All containers shall be cleaned of all weld splatter, loose rust and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for two, four, six, and eight yard front and rear load containers and #441(Light Brown) for all four, six, and eight yard recycling containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

10.10 Steel Specifications. All steel used in the container shall be new, free of excessive rust and be within standard mill tolerances for C1018 steel sheet. The minimum allowable thickness for steel gauges are as follows:

14 Gauge → Minimum .071"	10 Gauge → Minimum .127"
13 Gauge → Minimum .082"	7 Gauge → Minimum .171"
12 Gauge → Minimum .097"	¼ Gauge → Minimum .235"

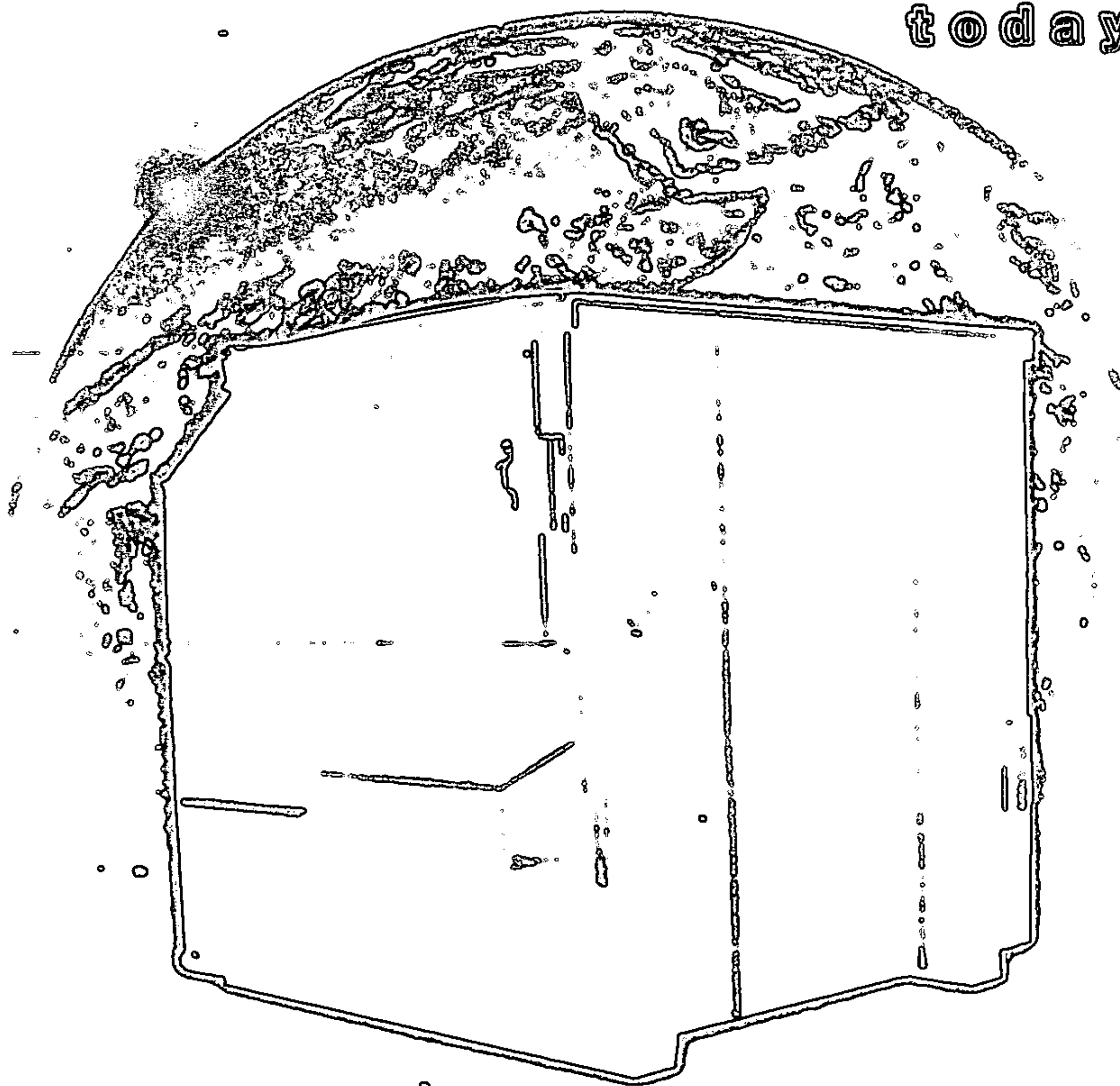
10.11 End Panels. (4, 6, & 8 cubic yard containers → 12 gauge, 2 cubic yard containers → 14 gauge) The end panels shall be a one (1) piece tapered steel sheet and shall be designed in such a manner as to bend around the outside and bottom corners and overlap the adjoining panels thereby eliminating the need for corner welds in the body panels.

10.12 Main Body Panels. (4, 6, & 8 cubic yard containers → 12 gauge) The main body panels consisting of the front, rear, and floor panels shall be twelve (12) gauge steel and also designed in such a manner as to overlap the adjoining panel in such a manner as to eliminate the need for corner welds. (2 cubic yard containers) The main body panel shall be one piece, 14 gauge steel sheet extending down the front, across the bottom and up the rear side of the container.

10.13 Floor Panels. The floor panels shall be twelve (12) gauge steel and also designed in a manner to overlap the adjoining sides, back and front to eliminate the need for corner welds.

10.14 Castors. All two yard containers must come equipped with four (4) swivel 6" rubber tire casters.

com
technology
today



front load containers

Bes-Pac

A HI-RISE COMPANY

WASTE HANDLING EQUIPMENT

P.O. BOX 2049 • EASLEY, SC 29641

864.859.6030 • 800.726.1439 • FAX 864.859.6414

For over 25 years Bes-Pac has been engineering and manufacturing containers for industrial and commercial use.

We know what is required in a front-load container to give the performance and longevity you expect and deserve. Bes-Pac has 7 standard models available to meet your job requirements.

Front Load Containers

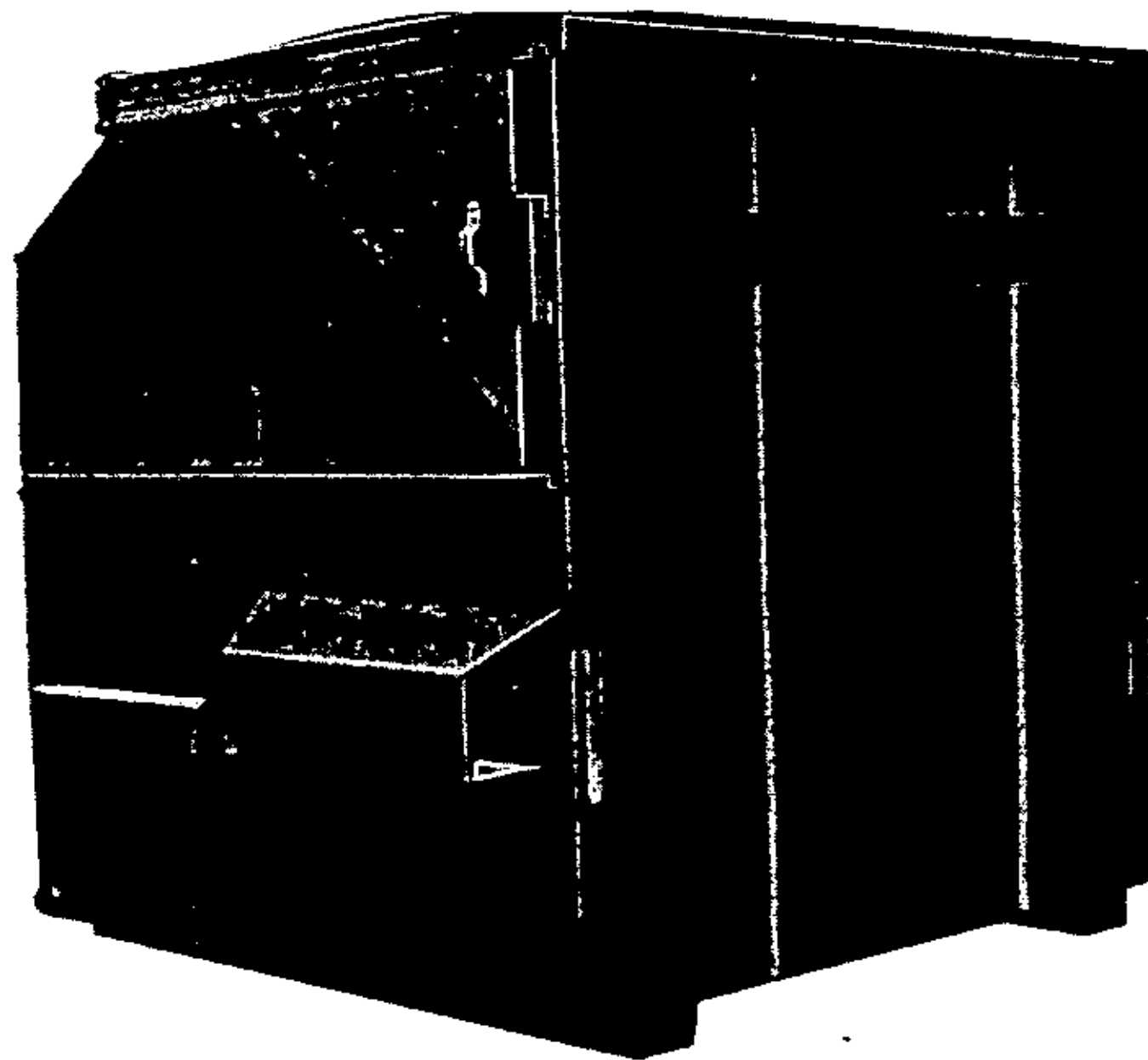
standard construction

- 7 ga. Sleeves
- No Step® Sleeve Gussets
- 3/16" Hinge Brackets
- High Bottom Channels
- Bumper Pads with "V" Crimp
- Top Perimeter Reinforcements
- Structural Tubing & Angle
- 1/2" Hinge Rod
- All Inside Seams Continuous Mig Welded
- Double Wall Plastic Lids

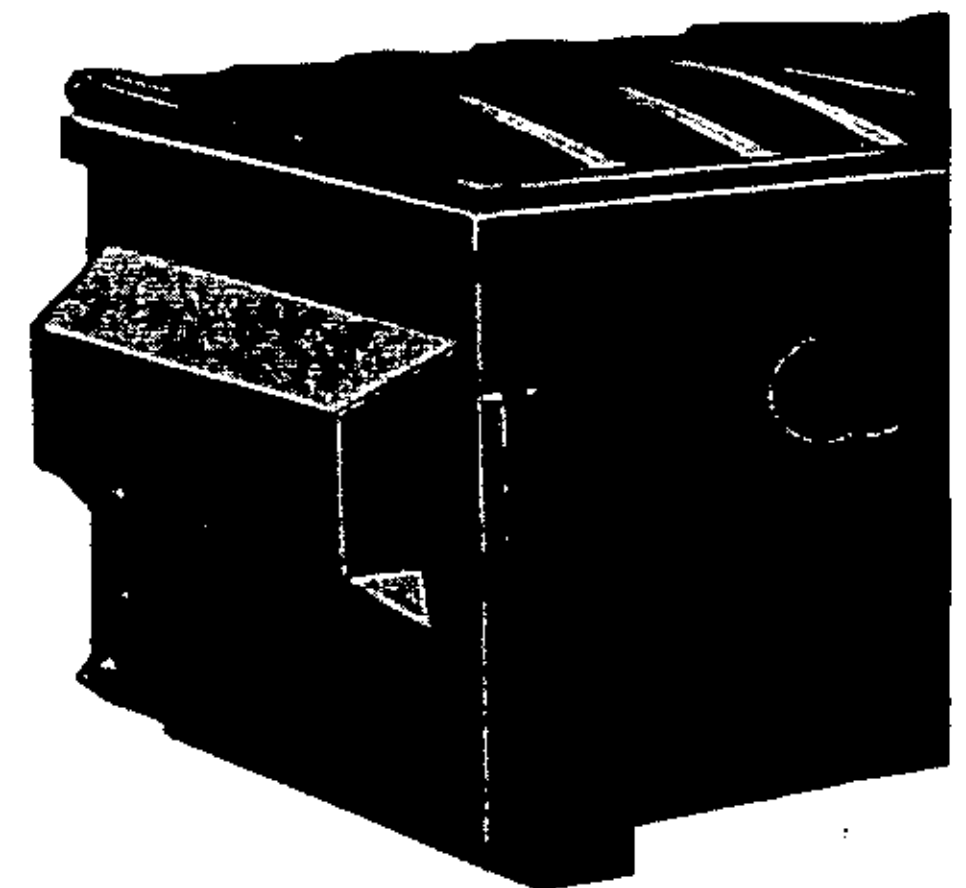
Every Bes-Pac container is constructed with prime steel. All inside seams are continuous with 3/16" fillet welds. 3" high bottom channels and 1.5 mils of primer and 1.5 mils of top coat of industrial alkylid enamel assure years of service from Bes-Pac front loader containers.

heavy duty construction

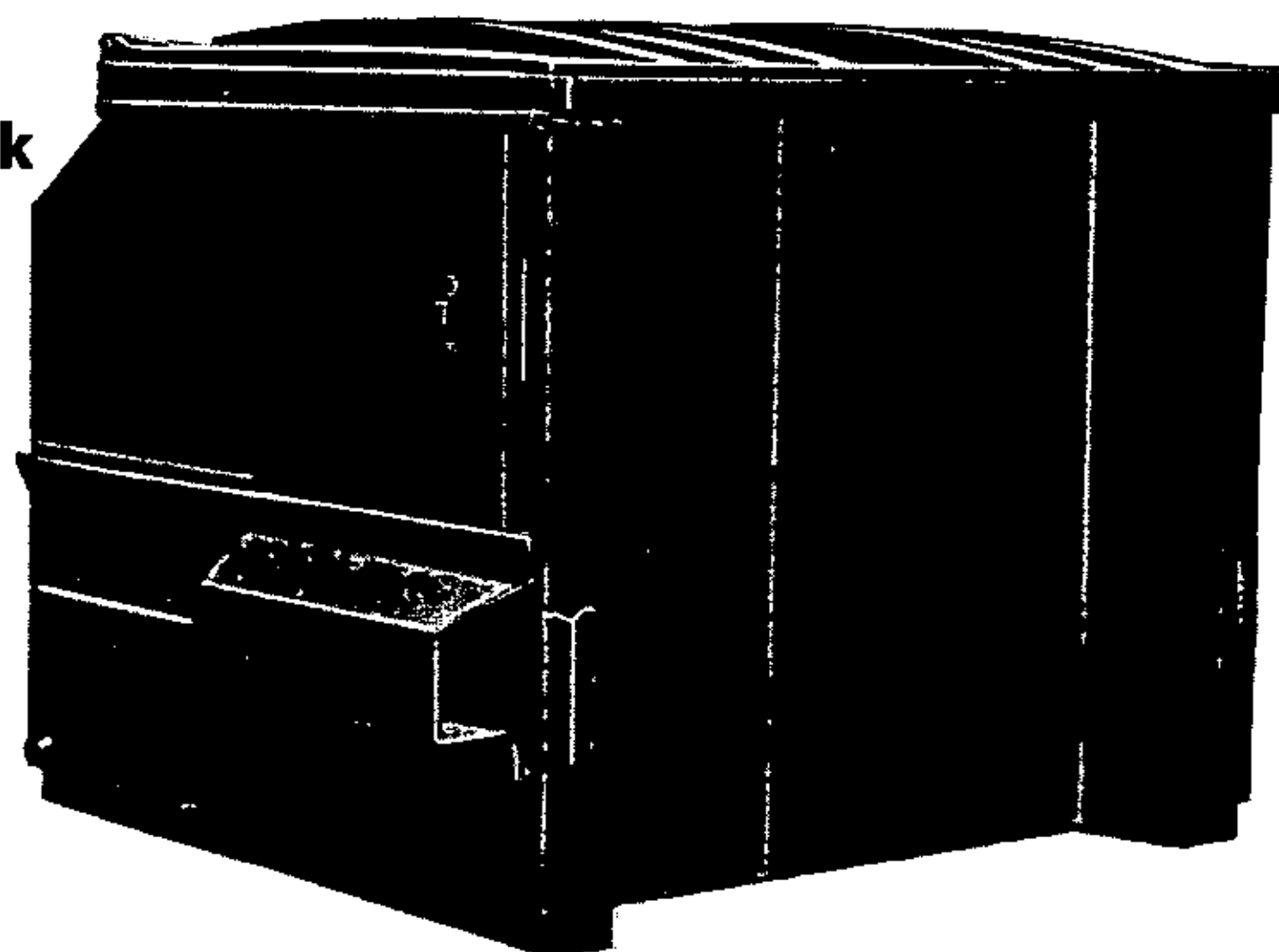
- Heavy Duty Models Incorporate
- 7 ga. Bottoms and 10 ga. Sides
- 2-3 yd Utilize All 10 ga.



8 yd hatchback recycler



2 yd standard

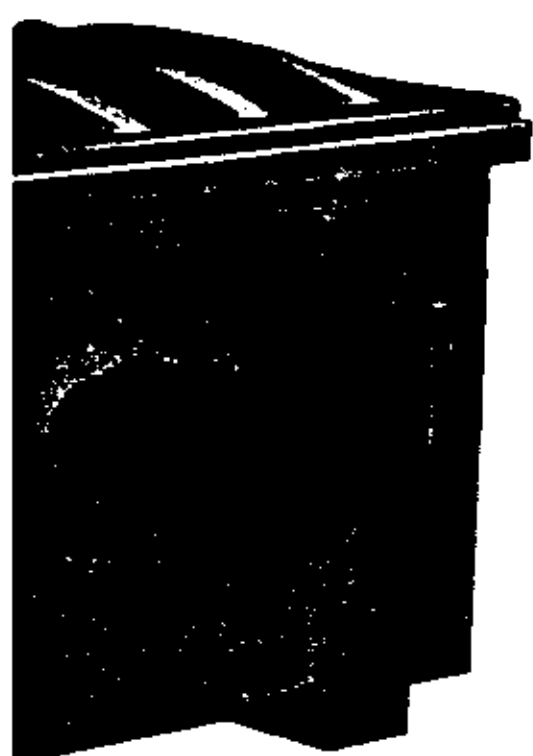
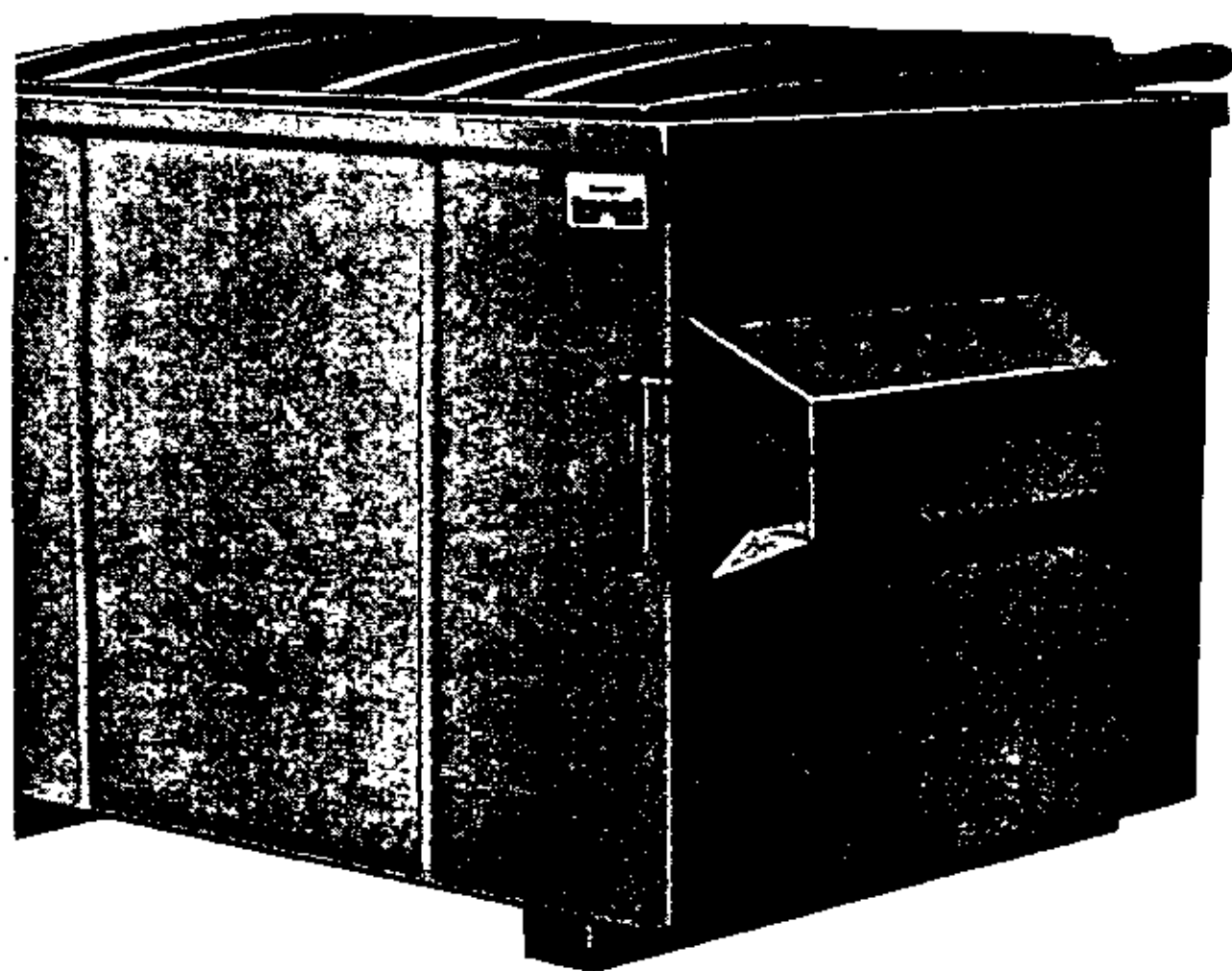


6 yd standard hatchback

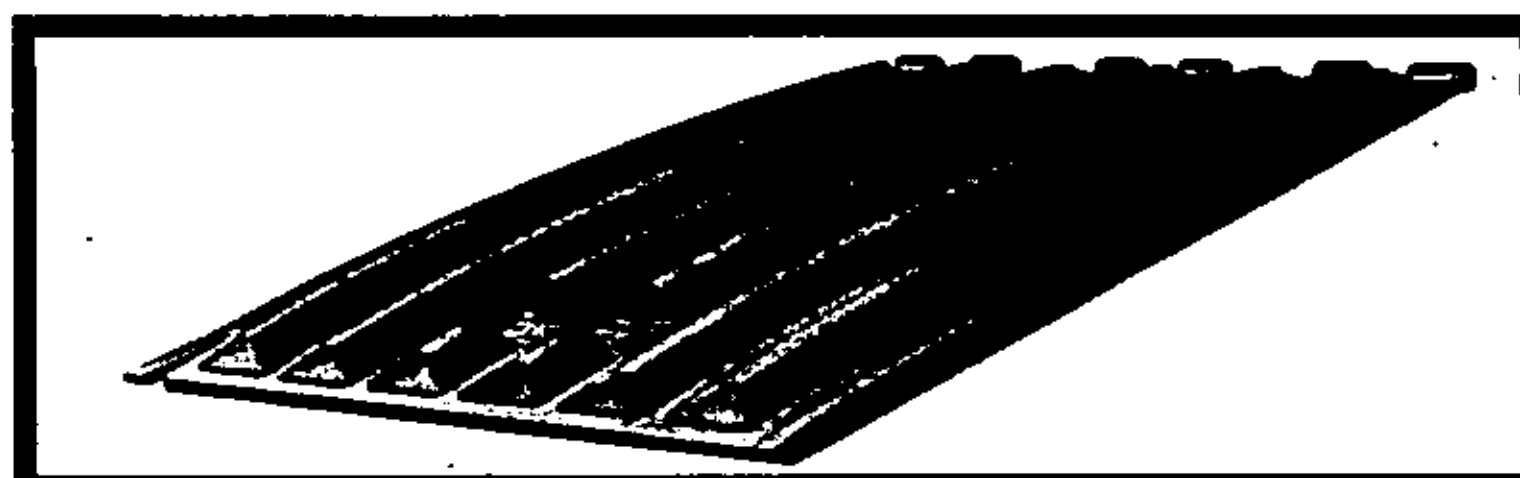
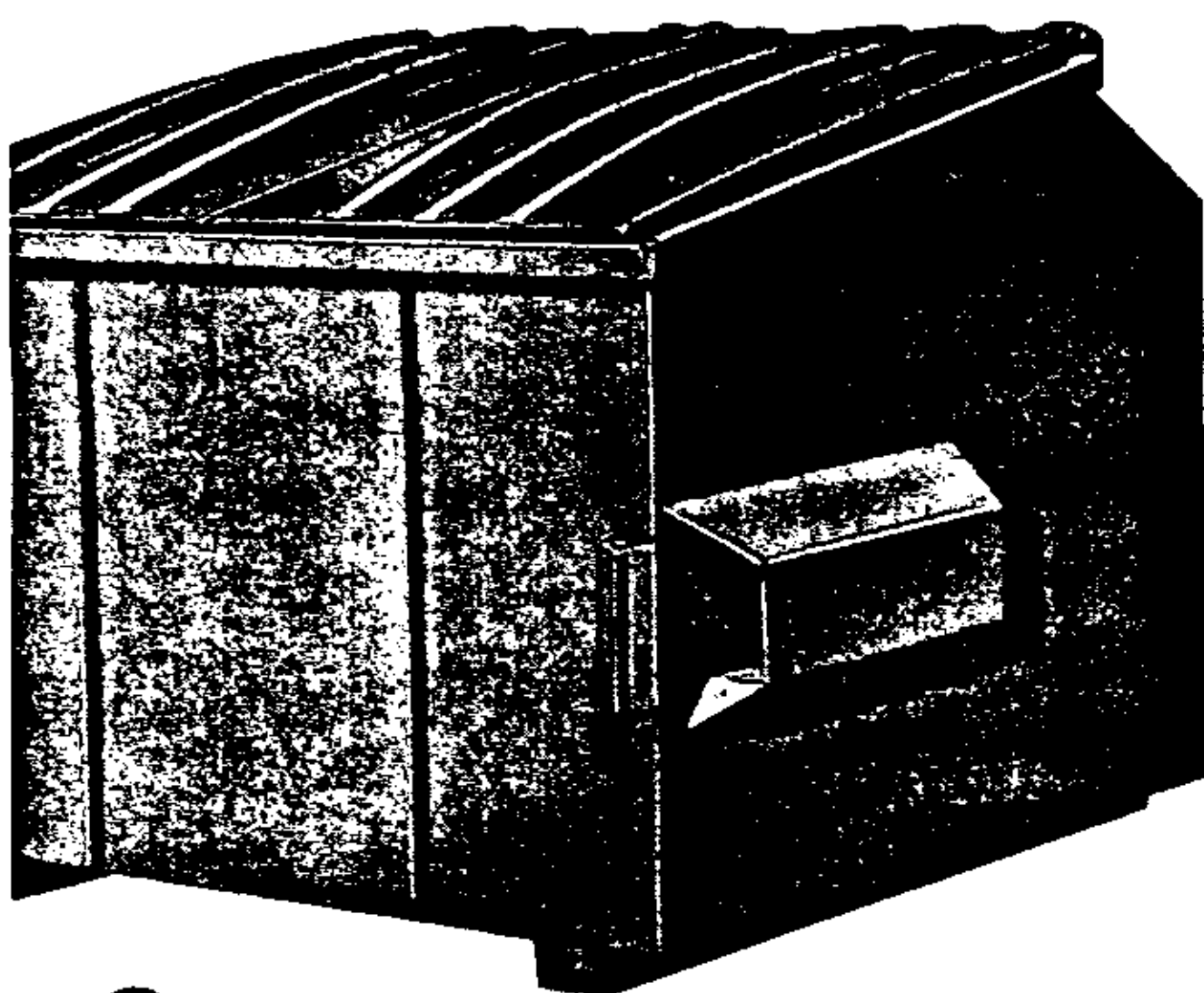
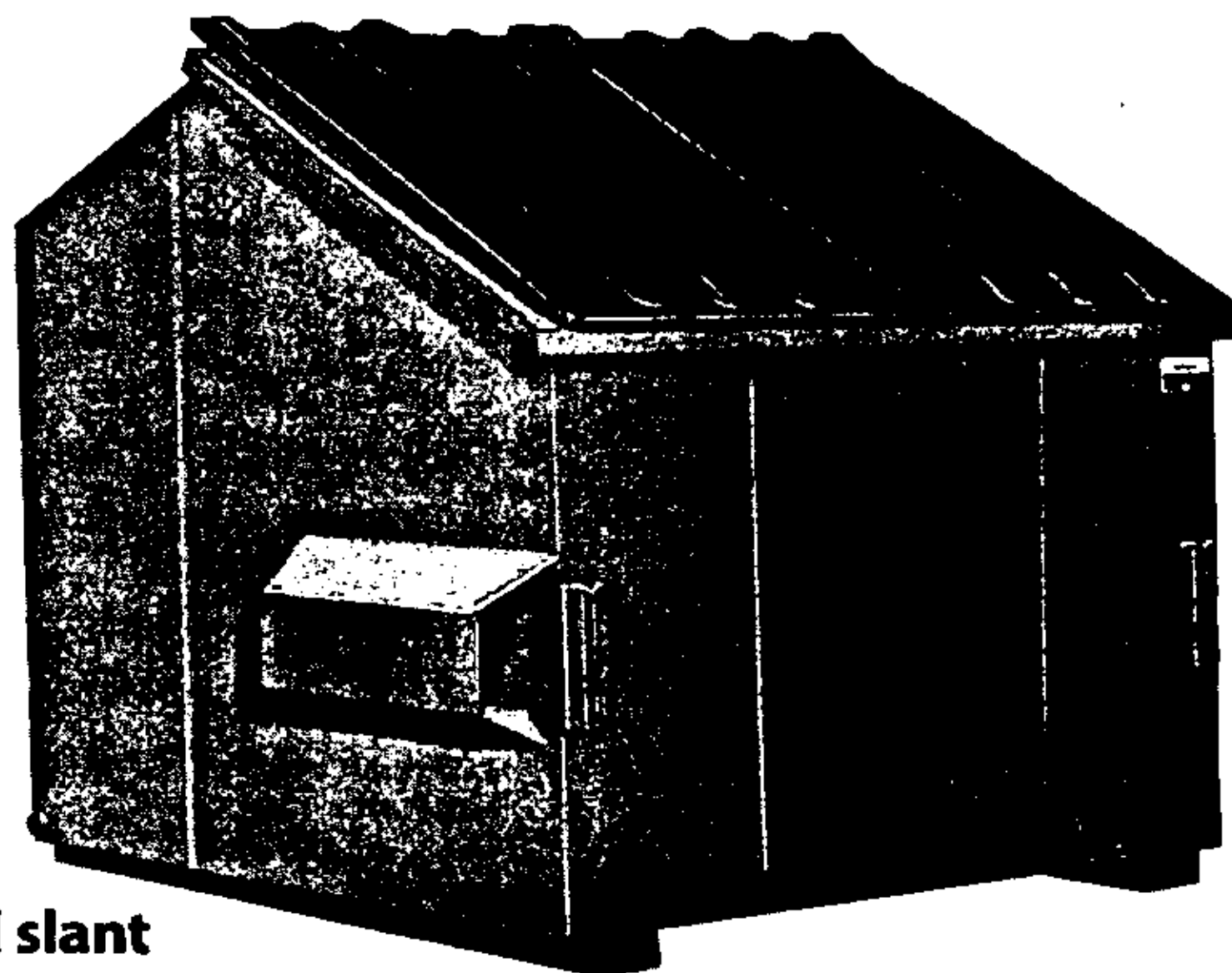
6 yd slant

tomorrow's
technology
today

4 yd standard



8 yd slant



LOPPER 36" x 58" lid

- Strong/Durable
- Double Wall
- Resistant to Temperature Extremes
- 16 lbs. each

Bes·Pac

front load containers



MODEL	NOMINAL CAPACITY	LOADING HEIGHT	CONSTRUCTION SIDES	BOTTOM	LIDS (2 ea.)	DIMENSIONS (L" x W" x H")	APPROX. WEIGHT	TRUCKLOAD QUANTITY
FL2P	2 YD	37.5"	12 ga	12 ga	41" x 36"	36" x 71" x 37.5"	455 lbs	39
FL4P	4 YD	51.5"	12 ga	10 ga	58" x 36"	54" x 71" x 51.5"	622 lbs	20
FL6SLANT	6 YD	51.5"	12 ga	10 ga	58" x 36"	71" x 71" x 61.5"	926 lbs	14
FL6HB	6 YD	31.0"	12 ga	10 ga	58" x 36"	68" x 71" x 61.5"	1,055 lbs	14
FL8SLANT	8 YD	51.5"	12 ga	10 ga	58" x 36"	82" x 71" x 76.5"	1,028 lbs	17
FL8HBP	8 YD	46.0"	12 ga	10 ga	58" x 36"	72" x 71" x 75.5"	1,125 lbs	8
FL8HB REC	8 YD	46.0"	12 ga	10 ga	58" x 36"	72" x 71" x 75.5"	1,125 lbs	8

Special container requirements are gladly quoted on request.

* 8 yd HB-Recycler has 6' x 56" loading slot in front wall and manual lid lock bar.

* Loading height on 6 yd HB, 8 yd HB measured to bottom of side door.

FEATURES:

- 10 & 12 ga. HR Steel Construction
- V-Crimps for Added Strength & Rigidity
- Watertight Construction
- Drain Holes w/ Plugs
- Primer on Interior and Exterior
- Exterior Paint High Solids Enamel

OPTIONS:

- H.D. Casters 2YD-4 YD
- Plastic Side Doors 6 YD & 8 YD
- Special Interior Coatings

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.



WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com

tomorrow's
technology
today

Bes·Pac
A WASTE HANDLING EQUIPMENT COMPANY

tomorrow's
technology
today

rear load containers



Bes-Pac rear loading containers are available in 1, 2, 3, 4, 6 and 8 yard capabilities. All sizes come with plastic lids. Heavy duty casters are standard on all 1, 2 and 3 yard containers and are optional on the 4 yard containers. All containers have provisions for drainage and are built to withstand the rigors of constant use. They are designed to require minimum maintenance.

BesPac

WASTE HANDLING EQUIPMENT

WASTE HANDLING EQUIPMENT

P.O. BOX 2049 • EASLEY, SC 29641

864.859.6030 • 800.726.1439 • FAX 864.859.6414

rear loader containers

SPECIFICATIONS

dimensions (O.D.) in inches

MODEL	QRL2	RL3	RL4	RL6	RL8
A	36 5/8	76 3/4	87 1/2	120	158
B	63 13/16	64 3/8	64 3/8	64 3/8	64 3/8
C	40 1/4	42 1/8	49 1/2	49 1/2	49 1/2
D	29 13/16	48 1/2	50	82	120
Nominal Capacity	2 yds.	3 yds.	4 yds.	6 yds.	8 yds.
Loading Height	41	42 1/8	49 1/2	49 1/2	49 1/2
Body Wall	12 ga.	12 ga.	12 ga.	12 ga.	12 ga.
Floor	10 ga.	10 ga.	10 ga.	10 ga.	10 ga.
Pick-up Bar	1 1/4" bar	1 1/4" bar	1 1/4" bar	1 1/4" bar	1 1/4" bar
Lids	31" x 37"	31" x 37"	31" x 41"	31" x 37"	31" x 44"
Hinge	1/2" rod	1/2" dia.	1/2" dia.	1/2" dia.	1/2" dia.
Trunion Bar	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"
Casters	Yes	Opt.	Opt.	N/A	N/A
Approx. Weight	696 lbs.	714 lbs.	828 lbs.	1026 lbs.	1276 lbs.

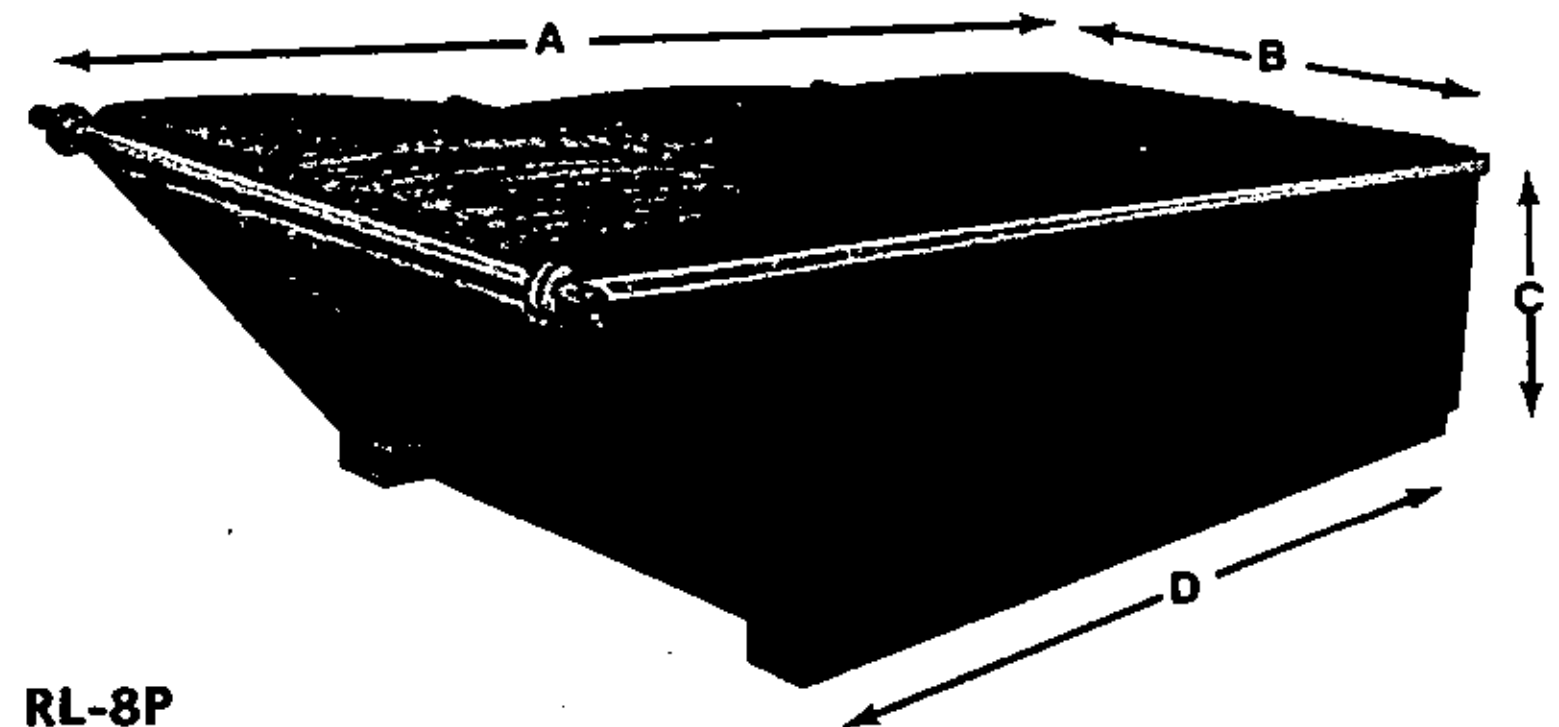
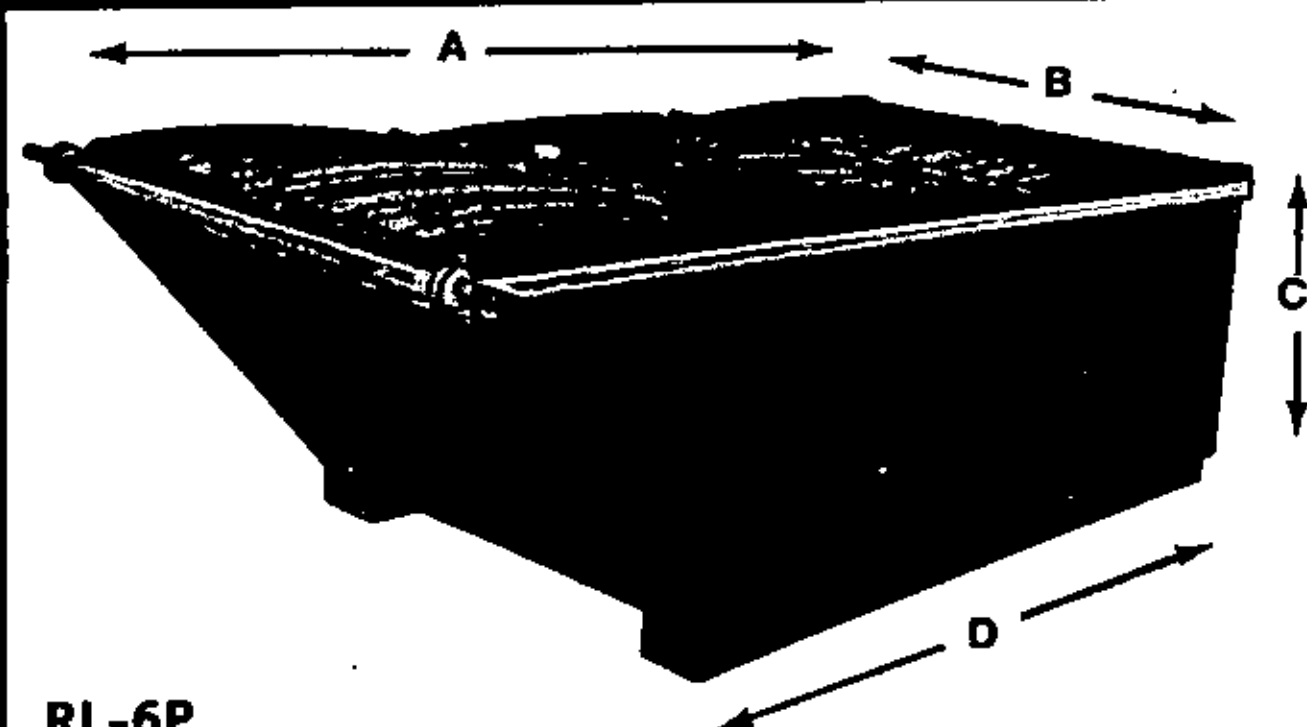
* Add 8" for casters

** Trunion bar lengths 77 1/2" - 78" with or without washers

NOTE: containers can be nested for economical shipments

Ask about truckload quantities

Rear pick-up bar is 1 1/4" diameter solid steel bar



All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.

BesPac

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com



ENVIRONMENTAL INDUSTRY ASSOCIATIONS



Institute of Scrap Recycling Industries



WASTEC



Mail or Deliver Bids To:

City of Fayetteville
Purchasing Office-Rm 306
113 W Mountain
Fayetteville, AR 72701

**REQUEST FOR BID
#01-56
SPECIFICATIONS**

SOLID WASTE CONTAINERS

*Prepared by
Solid Waste Division
City of Fayetteville, Arkansas*

ADVERTISEMENT FOR BIDS

Bid #01-56 2 to 8 Yard Solid Waste Containers

City of Fayetteville, Arkansas

Separate sealed bids for 2 to 8 Yard Solid Waste Containers, will be received by the City of Fayetteville, Arkansas, at the Office of the Purchasing Officer until 11:30 a.m., Oct 25, 2001, and then at said office publicly opened.

The Information for Bidders, Form of Bid, Specifications, and other documents may be examined at the following location:

City of Fayetteville
Purchasing Office
113 W. Mountain, Room 306
Fayetteville, Arkansas 72701

Copies may be obtained from the Purchasing Office located at the above address. The City reserves the right to waive any informalities or to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The City of Fayetteville is an Equal Opportunity Employer.

Peggy Vice, Purchasing Manager

INFORMATION FOR BIDDERS

1.0 RECEIPT AND OPENING OF BIDS: The CITY OF FAYETTEVILLE, ARKANSAS (herein called the "City"), invites bids on the project described in the Scope of Services. Bids will be received by the City at the Purchasing Office until 11:00 a.m. (Central Time), Oct. 25, 2001 and then at said office publicly opened. The envelopes containing the bid must be sealed, addressed to Purchasing Officer, City of Fayetteville at 113 W. Mountain St., Fayetteville, AR 72701 with bid number clearly visible.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

2.0 PREPARATION OF BID: Each bid must be submitted on the Bid for Unit Price form attached hereto. All blank spaces for bid prices must be filled in, in ink or typewritten, fully completed and executed when submitted. Each bid must be submitted in a separate sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City.

3.0 SUBCONTRACT(S): The Bidder will supply the names and addresses of all subcontractors to the City for approval. Also, the to be performed by each subcontractor must be stated.

4.0 TELEGRAPHIC MODIFICATION: Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modifications over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5.0 QUALIFICATIONS OF BIDDER: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder will furnish to the City all such information and data for this purpose as the City may request. If requested by the City, the three final Bidders will conduct a tour of their facilities wherein the City may further investigate the Bidders. Said visit and tour will be conducted within five (5) days of the date of bid opening and on a date to be selected by the City. The City reserves the right to reject any bid if the

evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the bid and to complete the work contemplated therein.

6.0 CONDITIONS OF WORK: Each Bidder must inform himself fully of the conditions relating to the performance of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this bid.

7.0 ADDENDA AND INTERPRETATION: No formal interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Gary Dumas, Utilities Service Director, City of Fayetteville, Arkansas, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued will become part of the bid documents.

8.0 LAWS AND REGULATIONS: The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the project will apply to the bid throughout, and they will be deemed to be included in the bid the same as though herein written out in full.

9.0 METHOD OF AWARD - LOWEST QUALIFIED BIDDER: The City will adhere to the selection process as set forth in the Administrative Policies and Procedures Manual. Copies of the applicable policies and procedures may be obtained from the Purchasing Officer.

10.0 OBLIGATION OF BIDDER: At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and bid documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document will in no way relieve any bidder from any obligation in respect of his bid.

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: _____

Proposal of _____ (hereinafter called
"Bidder") a corporation, organized and existing under the laws of the State of _____, a
partnership, or an individual doing business as _____
_____.

To the City of Fayetteville, Arkansas (hereinafter called "City").

The Bidder, in compliance with your invitation for bids for Solid Waste Containers, having examined the specifications with related bid documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the bid documents and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bid documents, of which this proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications for the following unit prices.

ITEM NO.	DESCRIPTION	UNIT PRICE
1.	Rear Load Container, 2 cubic yard	_____
2.	Front Load Container, 4 cubic yard	_____
3.	Front Load Container, 6 cubic yard	_____
4.	Front Load Container, 8 cubic yard	_____
5.	Front Load Recycling Container, 4 cubic yard	_____
6.	Front Load Recycling Container, 6 cubic yard	_____
7.	Front Load Recycling Container, 8 cubic yard	_____

The prices shall remain valid for the next 180 days after selection of winning bidder. The city may

make purchases of up to 300 containers of various sizes. All purchases will be in groups of no less than one truck load and may be as frequently as every two weeks. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc..., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By: _____

Title

(Business Address and Zip Code)

SEAL - (if bid by a
Corporation)

GENERAL SPECIFICATION

Rear Load Containers (2 cubic yards)

Front Load Containers (2 cubic yards)

Front Load Slant Top Containers (4, 6, & 8 cubic yards)

Section 10

10.01 Top Channels; Front, Rear, and Sides. All surrounding channels shall be at least 13 gauge steel and be formed into a "C" shape with a minimum height of three (3) inches, and a minimum width of one and one half (1½) inches.

10.02 Floor Supports. There shall be formed support channels two and one half (2½) inches wide and one and one half (1½) inches deep constructed on 10 gauge material. Side to Side: Three (3) each on the four yard containers, four (4) each on the six yard containers, and four (4) each on the eight yard containers.

10.03 "A" Frame Lifts. On "A" frame lift containers, the main vertical support channels shall be a formed one fourth (¼) inch steel channel at least three and three fourth (3¾) inches wide with a one and one half (1½) inch flange and run from the top to the bottom of the container. The backing plate and other component parts shall also be a minimum of one fourth (¼) inch plate. The only exceptions will be the front rail reinforcement channel and upper cross channel which will be at least seven (7) gauge steel. In addition, the pin holes shall be reinforced with an additional one fourth (¼) inch steel plate to provide a minimum of one half (½) inch total thickness at the pin holes. All containers shall have the "A" frame lifts continuously welded securing them to the container.

10.04 Hydraulic Lift Bar. All two yard rear loading containers should be equipped for use with a hydraulic lift bar.

10.05 Plastic Lids. Plastic lids shall be double walled and made of at least 25% post consumer plastic and contain high density polyethylene custom molded with premium quality U.V. stabilizers for flexibility and long life in any climate. Plastic lids shall be equipped with multiple hinge points and reinforcing ribs along with crowned design to assure complete water run-off, and the large front handles are molded in (no added pieces) for easy opening.

10.06 Lid and Rear Covers. The rear lid panel shall be a solid single piece with center crown to allow water to runoff the sides. Heavy duty hinges are required to maintain the structural integrity of the lid rod. A lid stop shall be attached to prevent lid hang-up on truck hopper cover. The standard lightweight, low maintenance, tow lid design with lid stop shall permit lids to remain open when required. The lids should close automatically when container is emptied.

10.07 Lid Hinge Rod. The lid hinge rod shall be a minimum of seven sixteenths (7/16) inches round, solid steel bar securely fastened at each end, yet removable for easy replacement. The lid hinge rod shall be plated for long lasting, trouble free hinge action.

10.08 Drain Hole. All containers shall have a one (1) inch drain hole for removal of excess fluids. The drain hole shall be fitted with a tight fitting plug designed so as not to allow liquid seepage. The plug shall also be made from material that will not allow it to rust to the drain hole and prevent removal.

10.09 Finish. All containers shall be cleaned of all weld splatter, loose rust and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for two, four, six, and eight yard front and rear load containers and #441(Light Brown) for all four, six, and eight yard recycling containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

10.10 Steel Specifications. All steel used in the container shall be new, free of excessive rust and be within standard mill tolerances for C1018 steel sheet. The minimum allowable thickness for steel gauges are as follows:

14 Gauge → Minimum .071"	10 Gauge → Minimum .127"
13 Gauge → Minimum .082"	7 Gauge → Minimum .171"
12 Gauge → Minimum .097"	¼ Gauge → Minimum .235"

10.11 End Panels. (4, 6, & 8 cubic yard containers → 12 gauge, 2 cubic yard containers → 14 gauge) The end panels shall be a one (1) piece tapered steel sheet and shall be designed in such a manner as to bend around the outside and bottom corners and overlap the adjoining panels thereby eliminating the need for corner welds in the body panels.

10.12 Main Body Panels. (4, 6, & 8 cubic yard containers → 12 gauge) The main body panels consisting of the front, rear, and floor panels shall be twelve (12) gauge steel and also designed in such a manner as to overlap the adjoining panel in such a manner as to eliminate the need for corner welds. (2 cubic yard containers) The main body panel shall be one piece, 14 gauge steel sheet extending down the front, across the bottom and up the rear side of the container.

10.13 Floor Panels. The floor panels shall be twelve (12) gauge steel and also designed in a manner to overlap the adjoining sides, back and front to eliminate the need for corner welds.

10.14 Casters. All two yard containers must come equipped with four (4) swivel 6" rubber tire casters.

DEPARTMENTAL CORRESPONDENCE

TO: City Council

THRU: Dan Coody, Mayor *Dan C.*

FROM: Budget & Research *AD*

DATE: November 21, 2001

SUBJECT: 2002-2006 Capital Improvement Program

Attached is a revised summary listing of the capital improvements planned over the next five years. The revisions incorporated in this listing reflect the changes discussed with City Council last evening. The project to bury the utility lines behind the Town Center is included on the unfunded project listing and is not included in this listing.

If you have any questions please contact Stephen Davis at 575-8296.

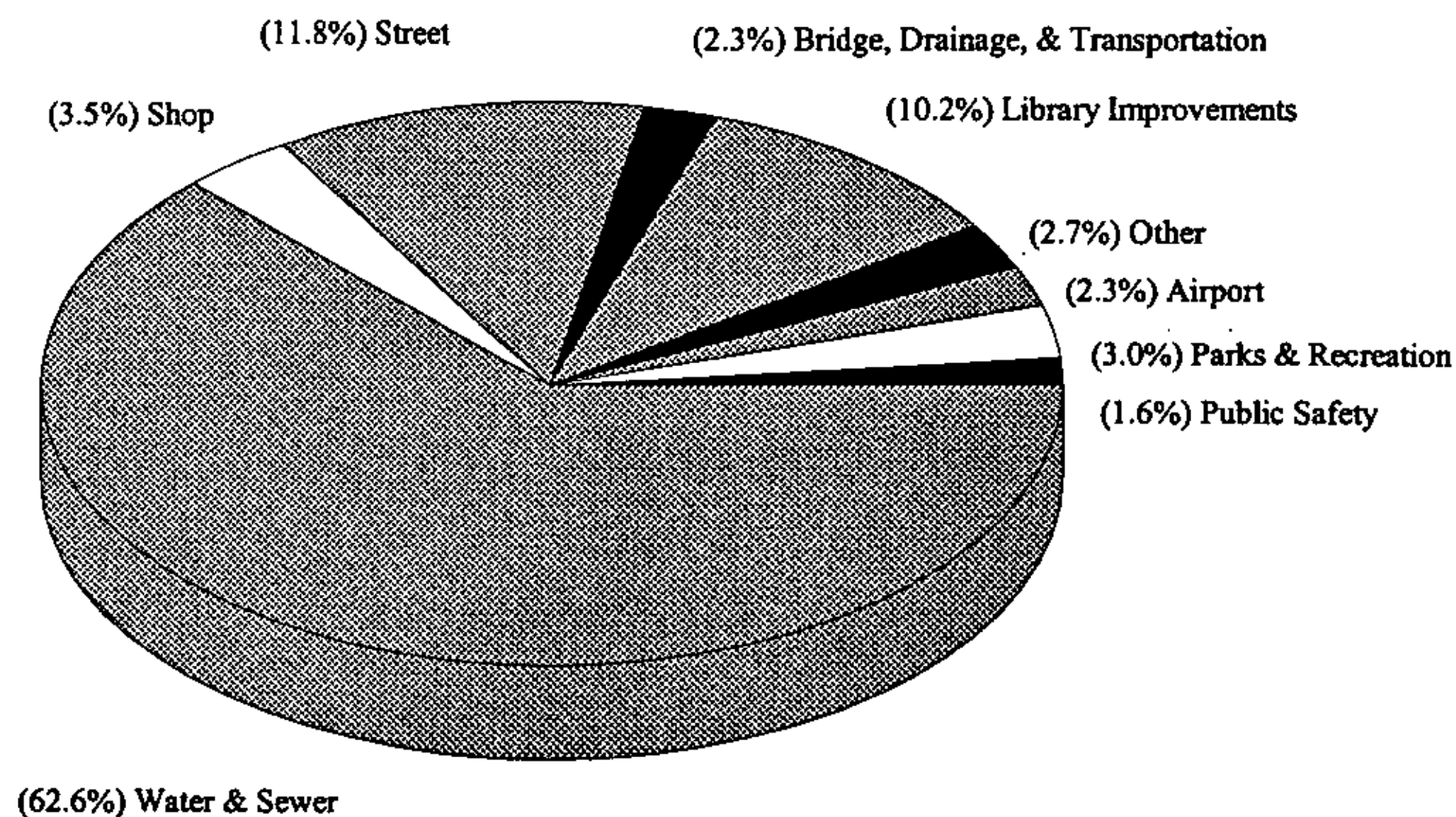
Thank you.

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Summary of Project Requests & Project Resources
By Fund - All Sources

Project Requests	2002	2003	2004	2005	2006	Total
Airport Fund	\$ 3,030,000	\$ 971,000	\$ 205,000	\$ 511,000	\$ 292,000	\$ 5,009,000
Parks Development Fund	549,000	544,000	539,000	546,000	530,000	2,708,000
Sales Tax Capital Improvements Fund	10,108,000	7,780,000	6,318,000	6,762,000	7,527,000	38,495,000
Shop Fund	2,452,000	627,000	1,846,000	1,532,000	1,112,000	7,569,000
Water & Sewer Fund	2,926,000	2,692,000	2,275,000	2,401,000	2,275,000	12,569,000
W.W.T.P. Bond Fund	25,000,000	35,000,000	30,000,000	30,000,000		120,000,000
Library Construction Fund	11,093,000	9,324,000				20,417,000
Off-Street Parking Fund	38,000	35,000	23,000	18,000	23,000	137,000
Parking Deck Bond Fund	2,500,000		4,115,000			6,615,000
Solid Waste Fund	1,940,000	135,000	116,000	150,000	150,000	2,491,000
Unfunded Projects						106,068,000
	<u>\$ 59,636,000</u>	<u>\$ 57,108,000</u>	<u>\$ 45,437,000</u>	<u>\$ 41,920,000</u>	<u>\$ 11,909,000</u>	<u>\$ 322,078,000</u>

Resources Available	2002	2003	2004	2005	2006	Total
Airport Fund	\$ 3,030,000	\$ 971,000	\$ 205,000	\$ 511,000	\$ 292,000	\$ 5,009,000
Parks Development Fund	549,000	544,000	539,000	546,000	530,000	2,708,000
Sales Tax Capital Improvements Fund	10,108,000	7,780,000	6,318,000	6,762,000	7,527,000	38,495,000
Shop Fund	2,452,000	627,000	1,846,000	1,532,000	1,112,000	7,569,000
Water & Sewer Fund	2,926,000	2,692,000	2,275,000	2,401,000	2,275,000	12,569,000
W.W.T.P. Bond Fund	25,000,000	35,000,000	30,000,000	30,000,000		120,000,000
Library Construction Fund	11,093,000	9,324,000				20,417,000
Off-Street Parking Fund	38,000	35,000	23,000	18,000	23,000	137,000
Parking Deck Bond Fund	2,500,000		4,115,000			6,615,000
Solid Waste Fund	1,940,000	135,000	116,000	150,000	150,000	2,491,000
	<u>\$ 59,636,000</u>	<u>\$ 57,108,000</u>	<u>\$ 45,437,000</u>	<u>\$ 41,920,000</u>	<u>\$ 11,909,000</u>	<u>\$ 216,010,000</u>

Capital Improvement Projects By Project Area - All Sources 2002 - 2006



City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
By Project Area - All Sources
Five Year Summary

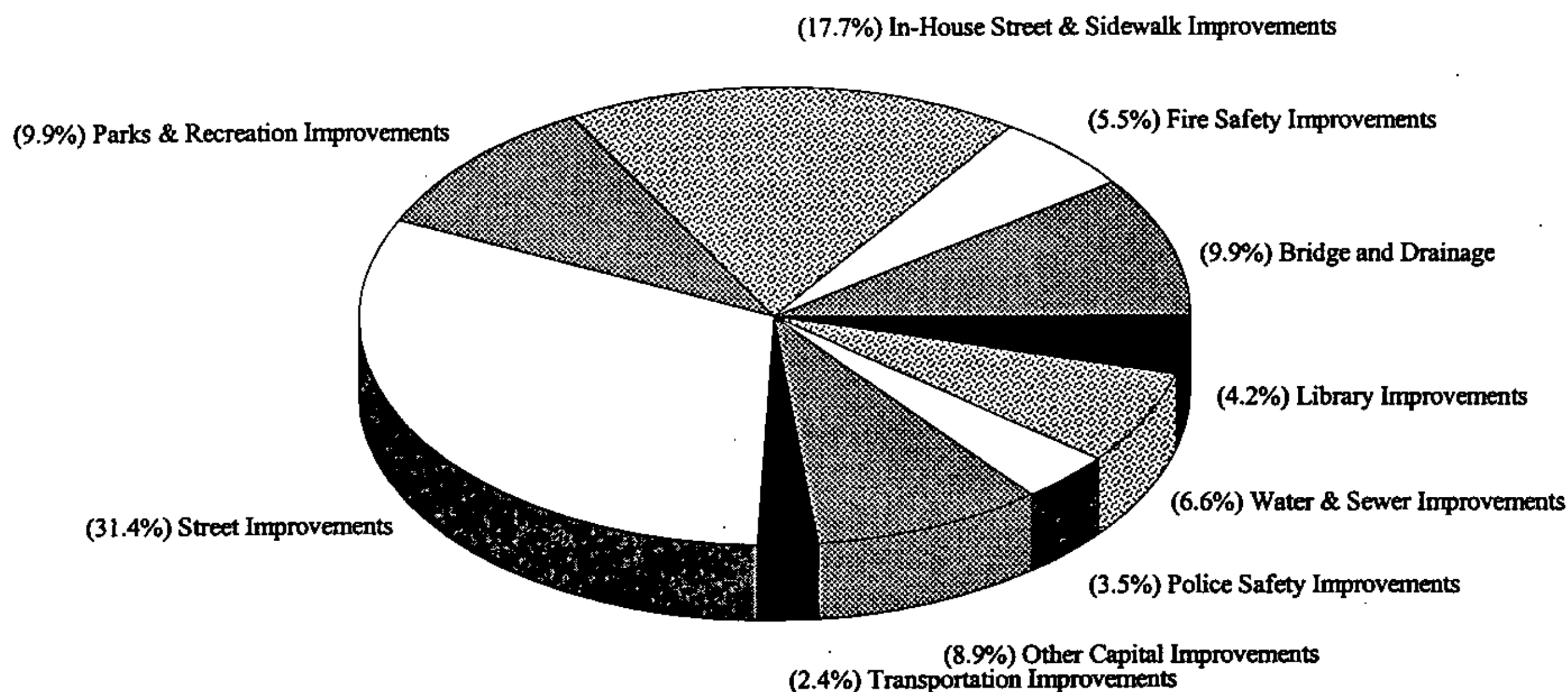
Project Area	2002	2003	2004	2005	2006	Total
Airport	\$ 3,030,000	\$ 971,000	\$ 205,000	\$ 511,000	\$ 292,000	\$ 5,009,000
Bridge, Drainage, & Transportation	1,467,000	809,000	685,000	886,000	1,036,000	4,883,000
Library Improvements	11,259,000	10,066,000	161,000	257,000	275,000	22,018,000
Parks & Recreation	1,583,000	1,188,000	1,033,000	1,380,000	1,329,000	6,513,000
Public Safety	808,000	884,000	693,000	612,000	464,000	3,461,000
Shop	2,452,000	627,000	1,846,000	1,532,000	1,112,000	7,569,000
Street	5,403,000	4,280,000	7,967,000	3,631,000	4,249,000	25,530,000
Water & Sewer	30,485,000	37,692,000	32,275,000	32,401,000	2,275,000	135,128,000
Other	3,149,000	591,000	572,000	710,000	877,000	5,899,000
	<u>\$ 59,636,000</u>	<u>\$ 57,108,000</u>	<u>\$ 45,437,000</u>	<u>\$ 41,920,000</u>	<u>\$ 11,909,000</u>	<u>\$ 216,010,000</u>

Capital Improvement Projects

Sales Tax Capital Improvements Funding

By Project Category

2002 - 2006



City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Sales Tax Capital Improvements Funding
By Project Category

Project Category	2002	2003	2004	2005	2006	Total
Fire Safety Improvements	\$ 337,000	\$ 575,000	\$ 443,000	\$ 425,000	\$ 350,000	\$ 2,130,000
Police Safety Improvements	471,000	309,000	250,000	187,000	114,000	1,331,000
Library Improvements	166,000	742,000	161,000	257,000	275,000	1,601,000
Parks & Recreation Improvements	1,034,000	644,000	494,000	834,000	799,000	3,805,000
Bridge and Drainage Improvements	1,132,000	646,000	500,000	700,000	835,000	3,813,000
In-House Street & Sidewalk Improvement	1,254,000	1,350,000	1,400,000	1,365,000	1,449,000	6,818,000
Street Improvements	1,649,000	2,930,000	2,452,000	2,266,000	2,800,000	12,097,000
Transportation Improvements	297,000	128,000	162,000	168,000	178,000	933,000
Water & Sewer Improvements	2,559,000					2,559,000
Other Capital Improvements	1,209,000	456,000	456,000	560,000	727,000	3,408,000
	<u>\$ 10,108,000</u>	<u>\$ 7,780,000</u>	<u>\$ 6,318,000</u>	<u>\$ 6,762,000</u>	<u>\$ 7,527,000</u>	<u>\$ 38,495,000</u>

Source/Division	Project	Page	2002	2003	2004	2005	2006	Total Request
<u>Airport Fund</u>								
<u>Airport Improvements</u>								
Airport	Professional Services	9	\$ 473,000	\$ 128,000	\$ 193,000	\$ 54,000	\$ 171,000	1,019,000
	Ernest Lancaster Drive Extension - Phase II	10	60,000	270,000				330,000
	East Taxiway and Hangar Apron Extensions	11	2,457,000					2,457,000
	Hangar Rehabilitation	12	40,000	11,000	12,000	13,000	13,000	89,000
	Runway Seal Coat	13		562,000				562,000
	Perimeter Fencing Improvements	14				444,000		444,000
	Airfield Marking	15					108,000	108,000
Total Airport Fund Projects			<u>3,030,000</u>	<u>971,000</u>	<u>205,000</u>	<u>511,000</u>	<u>292,000</u>	<u>5,009,000</u>
<u>Parks Development Fund</u>								
<u>Parks & Recreation Improvements</u>								
Parks & Rec.	Community Park Development	17	90,000		466,000	473,000	457,000	1,486,000
	Lake Fayetteville/Sequoyah Improvements	18	286,000					286,000
	White River Baseball Complex Improvements	19	25,000	41,000				66,000
	Park Beautifications	20	75,000					75,000
	Lights of the Ozarks	21	73,000	73,000	73,000	73,000	73,000	365,000
	Fayetteville Boys & Girls Club Expansion	22		430,000				430,000
Total Parks Development Fund Projects			<u>549,000</u>	<u>544,000</u>	<u>539,000</u>	<u>546,000</u>	<u>530,000</u>	<u>2,708,000</u>
<u>Sales Tax Capital Improvements Fund</u>								
<u>Fire Safety Improvements</u>								
Fire	Fire Apparatus - Ladder Truck	24	150,000					150,000
	Fire Station #7 - Escrow Funds	25	167,000	555,000				722,000
	Facility Maintenance	26	20,000	20,000	20,000	25,000	25,000	110,000
	Fire Apparatus - Expansion Pumper	27			275,000			275,000
	Fire Training Center	28			148,000	400,000		548,000
	Fire Apparatus - Replacement Pumper	29					325,000	325,000
			<u>337,000</u>	<u>575,000</u>	<u>443,000</u>	<u>425,000</u>	<u>350,000</u>	<u>2,130,000</u>
<u>Police Safety Improvements</u>								
Police	Radio System Replacement	31	294,000					294,000
	Mobile Data System	32	10,000		30,000	40,000	40,000	120,000
	PC/Terminal - Upgrade/Replacements	33	11,000		10,000	10,000	10,000	41,000
	Police Building Improvements	34	55,000		10,000	10,000	9,000	84,000
	Specialized Police Equipment	35	47,000		40,000	20,000	20,000	127,000
	Evidence Storage Improvements	36	54,000					54,000
	Public Safety Computer System Replacement	37		309,000		15,000	15,000	339,000
	Dash Mounted Police Car Video Systems	38			60,000			60,000
	Police Department Expansion	39			100,000	92,000	20,000	212,000
			<u>471,000</u>	<u>309,000</u>	<u>250,000</u>	<u>187,000</u>	<u>114,000</u>	<u>1,331,000</u>
<u>Library Material Purchases & Improvements</u>								
Library	Library Materials Purchases	41	161,000	165,000	161,000	257,000	275,000	1,019,000
	Library HVAC Replacement & Improvement	42	5,000	5,000				10,000
	New Central Library - Site Improvements	43		572,000				572,000
			<u>166,000</u>	<u>742,000</u>	<u>161,000</u>	<u>257,000</u>	<u>275,000</u>	<u>1,801,000</u>
<u>Parks & Recreation Improvements</u>								
Parks & Rec.	Fayetteville Boys & Girls Club Expansion	45	250,000					250,000
	Trail/Greenway/Park Land Acquisition & Development	46	500,000	300,000	250,000	350,000	310,000	1,710,000
	Trail & Drainage Improvements	47	155,000					155,000
	Other Park & Safety Improvements	48	54,000	50,000				104,000
	Playground & Picnic Improvements	49	25,000	20,000	20,000	25,000	25,000	115,000
	Neighborhood Park Development	50	50,000	10,000	40,000	75,000	80,000	255,000
	White River Baseball Complex Improvements	51		100,000				100,000
	Community Park Development	52		130,000		200,000	275,000	605,000
	Park Beautifications	53		34,000	34,000	34,000	34,000	136,000
	Wilson Park Improvements	54			150,000			150,000
	Lake Fayetteville - North Shore Park Improvements	55				150,000		150,000
	Gulley Park Improvements	56					75,000	75,000
			<u>1,034,000</u>	<u>644,000</u>	<u>494,000</u>	<u>834,000</u>	<u>799,000</u>	<u>3,805,000</u>

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Comprehensive Detail

Source/Division	Project	Page	2002	2003	2004	2005	2006	Total Request
Bridge and Drainage Improvements								
Engineering	Betty Jo Drive Drainage Improvements	58	282,000	68,000				350,000
	Holly Street and Vista Drive Drainage Improvements	59	600,000					600,000
	Shenandoah Drainage Improvements	60	250,000					250,000
	Drainage Study and Phase II Stormwater Management	61		200,000	200,000	200,000		600,000
	Dead Horse Mountain Road - Bridge Cost Sharing	62		378,000				378,000
	Miscellaneous Drainage Improvements	63			300,000	500,000	500,000	1,300,000
	Lake Sequoyah Bridge Improvements	64					335,000	335,000
			<u>1,132,000</u>	<u>646,000</u>	<u>500,000</u>	<u>700,000</u>	<u>835,000</u>	<u>3,813,000</u>
In-House Street & Sidewalk Improvements								
Sidewalk	Sidewalk Improvements	66	250,000	300,000	350,000	315,000	335,000	1,550,000
Street	Pavement Improvements	67	1,004,000	1,050,000	1,050,000	1,050,000	1,114,000	5,268,000
			<u>1,254,000</u>	<u>1,350,000</u>	<u>1,400,000</u>	<u>1,365,000</u>	<u>1,449,000</u>	<u>6,818,000</u>
Street Improvements								
Engineering & Street	Ripple Road Extension - South of Highway 16 West	69	750,000					750,000
	Old Missouri Road - Stubblefield Road to Rolling Hills	70	570,000					570,000
	Shiloh & Futrell - Intersection & Signalization	71	200,000					200,000
	Gregg Avenue & Appleby Road Intersection	72	129,000					129,000
	Gregg Avenue - Hwy. 71 to Mud Creek Bridge	73		1,250,000				1,250,000
	Street ROW/Intersection/Cost Sharing Improvements	74		350,000	500,000	150,000	150,000	1,150,000
	Old Missouri Road - Rolling Hills to Old Wire Road	75		513,000				513,000
	Old Missouri Road - Joyce Blvd. to Mud Creek Bridge	76		817,000				817,000
	Gregg Avenue - Township to Hwy. 71	77			500,000	728,000		1,228,000
	Shiloh Drive Extension	78			1,452,000			1,452,000
	Mission Boulevard (Highway 45 East) - ROW	79				1,388,000		1,388,000
	Huntsville Road (Highway 16 East) - ROW	80					600,000	600,000
	Old Wire Road - Mission Boulevard to Township Street	81					1,100,000	1,100,000
	Van Asche Boulevard Cost Share	82					950,000	950,000
			<u>1,649,000</u>	<u>2,930,000</u>	<u>2,452,000</u>	<u>2,266,000</u>	<u>2,800,000</u>	<u>12,097,000</u>
Transportation Improvements								
Traffic	Gregg Avenue & Appleby Road Traffic Signal	84	40,000					40,000
	LED Traffic Signal Lens Replacement	85	164,000					164,000
	Traffic Signal Improvements	86	65,000	100,000	133,000	126,000	134,000	558,000
	M.U.T.C.D. Sign Material	87	28,000	28,000	29,000	42,000	44,000	171,000
			<u>297,000</u>	<u>128,000</u>	<u>162,000</u>	<u>168,000</u>	<u>178,000</u>	<u>933,000</u>
Water & Sewer Improvements								
Water/Sewer & Engineering	Sanitary Sewer Rehabilitation	89	564,000					564,000
	Mount Sequoyah Water/Sewer System Upgrade	90	1,995,000					1,995,000
			<u>2,559,000</u>					<u>2,559,000</u>
Other Capital Improvements								
Accounting	Infrastructure Appraisal Services	94	20,000					20,000
Animal Services	Shelter Quarantine Upgrade	100	31,000					31,000
	Kennel Upgrade	106	22,000					22,000
Budget	Budgeting & Planning Software System	105	150,000					150,000
Building Maint.	Building Improvements	98	150,000	150,000	150,000	150,000	150,000	750,000
Cable Admin.	P.E.G. Television Center - Equipment	104	48,000	48,000	48,000	72,000	64,000	274,000
City Wide	Municipal Management System	92	263,000					263,000
Information Tech.	Microcomputer Replacements	93	35,000	35,000	38,000	38,000	38,000	184,000
	Local Access Network (LAN) Upgrades	95	60,000				75,000	135,000
	Geographic Information System	102	83,000	60,000	52,000	140,000	140,000	475,000
	Printer Replacements	103	30,000	30,000	35,000	35,000	35,000	165,000
	AS/400 Minicomputer System Upgrades	108					100,000	100,000
Inspections	Automated Field Inspection System	99	77,000					77,000
Mayor's Admin.	Economic Development Matches	107	75,000	75,000	75,000	75,000	75,000	375,000
Public Lands	Forestry Program	101	60,000	60,000	60,000	50,000	50,000	280,000
Street	City Shop/Public Works Facility Security	97	75,000					75,000
Utilities Mgt.	Automated Citizen Information System	96	32,000					32,000
			<u>1,209,000</u>	<u>458,000</u>	<u>458,000</u>	<u>560,000</u>	<u>727,000</u>	<u>3,408,000</u>
Total Sales Tax Capital Improvements Fund Projects			<u>10,108,000</u>	<u>7,780,000</u>	<u>6,318,000</u>	<u>6,762,000</u>	<u>7,527,000</u>	<u>38,495,000</u>

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Comprehensive Detail

CIP
B. 6. Page 7

Source/Division	Project	Page	2002	2003	2004	2005	2006	Total Request
<u>Shop Fund</u>								
<u>Vehicles & Equipment</u>								
Fleet Operations	Police/Passenger Vehicles - Repl / Exp	110	330,000	299,000	329,000	381,000	338,000	1,675,000
	Sanitation Vehicles/Equipment - Repl / Exp	111	1,120,000		820,000	366,000	685,000	2,991,000
	Light/Medium Utility Vehicles - Repl / Exp	112	438,000	250,000	210,000	378,000		1,274,000
	Medium/Heavy Utility Vehicles - Repl / Exp	113	86,000					86,000
	Back Hoe/Loaders - Repl / Exp	114	109,000		384,000	128,000		621,000
	Tractor/Mower - Repl / Exp	115	98,000	58,000		217,000	91,000	462,000
	Other Vehicles/Equipment - Repl / Exp	116	188,000					188,000
	Construction Equipment - Repl / Exp	117	85,000	20,000	103,000	64,000		272,000
Total Shop Fund Projects			<u>2,452,000</u>	<u>627,000</u>	<u>1,846,000</u>	<u>1,532,000</u>	<u>1,112,000</u>	<u>7,569,000</u>
<u>Water & Sewer Fund</u>								
<u>Wastewater Treatment Improvements</u>								
W.W.T.P.	W.W.T.P. Building Improvements	119	70,000	70,000	20,000	20,000	20,000	200,000
	Plant Pumps and Equipment	120	90,000	90,000	90,000	90,000	90,000	450,000
	Testing Equipment	121	14,000	14,000	14,000	14,000	14,000	70,000
	Computer System Upgrade/Maintenance	122	8,000	8,000	6,000	6,000	6,000	30,000
	Upgrade/Replace Lift Stations	123	50,000	50,000	50,000	50,000	50,000	250,000
			<u>230,000</u>	<u>230,000</u>	<u>180,000</u>	<u>180,000</u>	<u>180,000</u>	<u>1,000,000</u>
<u>Water & Sewer Improvements</u>								
Water/Sewer & Engineering	Sanitary Sewer Rehabilitation	125	1,086,000	1,248,000	1,062,000	1,666,000	1,439,000	6,501,000
	Water and Sewer Cost Sharing	126	111,000	150,000	150,000	150,000	150,000	711,000
	Rodgers Drive Water Tank	127	280,000					280,000
	North College Avenue Water Line - Maple to North	128	878,000					878,000
	Gregg Water/Sewer Relocations - 71 to Mud Creek	129		745,000				745,000
	Jackson, Lakeside, and Kings Drive Water Lines	130			604,000			604,000
	South School Water Line Replacement	131					227,000	227,000
			<u>2,355,000</u>	<u>2,143,000</u>	<u>1,816,000</u>	<u>1,816,000</u>	<u>1,816,000</u>	<u>9,946,000</u>
<u>Water & Sewer Services Improvements</u>								
W/S Services	Water Meters	133	296,000	314,000	274,000	274,000	274,000	1,432,000
	Backflow Prevention Assemblies	134	5,000	5,000	5,000	5,000	5,000	25,000
	Water & Sewer Rate/Operations Study	135	40,000			128,000		168,000
			<u>341,000</u>	<u>319,000</u>	<u>279,000</u>	<u>405,000</u>	<u>279,000</u>	<u>1,623,000</u>
Total Water & Sewer Fund Projects			<u>2,926,000</u>	<u>2,692,000</u>	<u>2,275,000</u>	<u>2,401,000</u>	<u>2,275,000</u>	<u>12,569,000</u>
<u>W.W.T.P. Bond Fund</u>								
<u>Water & Sewer Improvements</u>								
Water/Sewer & Engineering	Wastewater System Improvement Project	137	11,800,000	35,000,000	30,000,000	30,000,000		106,800,000
	Lift Station 21 - Force Main Replacement/Lining	138	9,200,000					9,200,000
	15th Street Sewer Transmission Line Replacement	139	4,000,000					4,000,000
Total Bond Fund Projects			<u>25,000,000</u>	<u>35,000,000</u>	<u>30,000,000</u>	<u>30,000,000</u>		<u>120,000,000</u>
<u>Library Construction Fund</u>								
<u>Library Material Purchases & Improvements</u>								
Library	New Central Library - Building	141	11,093,000	9,324,000				20,417,000
Total Library Construction Fund Projects			<u>11,093,000</u>	<u>9,324,000</u>				<u>20,417,000</u>
<u>Off-Street Parking Fund</u>								
<u>Off-Street Parking Improvements</u>								
Parking Mgt.	Parking Lot Overlays	143	28,000	25,000	13,000	8,000	13,000	87,000
	Parking Deck Rehabilitation	144	10,000	10,000	10,000	10,000	10,000	50,000
Total Off-Street Fund Projects			<u>38,000</u>	<u>35,000</u>	<u>23,000</u>	<u>18,000</u>	<u>23,000</u>	<u>137,000</u>

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Comprehensive Detail

Source/Division	Project	Page	2002	2003	2004	2005	2006	Total Request
<u>Parking Deck Bond Fund</u>								
<u>Off-Street Parking Improvements</u>								
Parking Mgt.	Parking Garage(s)	146	2,500,000		4,115,000			6,615,000
Total Off-Street Fund Projects			<u>2,500,000</u>		<u>4,115,000</u>			<u>6,615,000</u>
<u>Solid Waste Fund</u>								
<u>Solid Waste Improvements</u>								
Solid Waste	Residential Carts - Volume Based Program	148	880,000					880,000
	Composting Pad Replacement	149	200,000					200,000
	Recycling Trucks - Reconfiguration	150	200,000					200,000
	Solid Waste Expansion Vehicles	151	560,000					560,000
	Collection Bins - Curbside Recycling	152	35,000	30,000	30,000	30,000	30,000	155,000
	Bulk Containers	153	35,000	27,500	25,000	20,000	20,000	127,500
	Composting Site Improvements	154	30,000	30,000		25,000	5,000	90,000
	Dumpster Lease Program	155		35,000		50,000		85,000
	Commercial Cart Program	156		12,500	20,000		20,000	52,500
	Curbside Recycling Improvements	157			41,000	25,000	40,000	106,000
	Solid Waste Rate Study	158					35,000	35,000
Total Solid Waste Fund Projects			<u>1,940,000</u>	<u>135,000</u>	<u>116,000</u>	<u>150,000</u>	<u>150,000</u>	<u>2,491,000</u>

Projects By Fund - All Sources

Airport Fund	3,030,000	971,000	205,000	511,000	292,000	5,009,000
Parks Development Fund	549,000	544,000	539,000	546,000	530,000	2,708,000
Sales Tax Capital Improvements Fund	10,108,000	7,780,000	6,318,000	6,762,000	7,527,000	38,495,000
Shop Fund	2,452,000	627,000	1,846,000	1,532,000	1,112,000	7,569,000
Water & Sewer Fund	2,926,000	2,692,000	2,275,000	2,401,000	2,275,000	12,569,000
W.W.T.P. Bond Fund	25,000,000	35,000,000	30,000,000	30,000,000		120,000,000
Library Construction Fund	11,093,000	9,324,000				20,417,000
Off-Street Parking Fund	38,000	35,000	23,000	18,000	23,000	137,000
Parking Deck Bond Fund	2,500,000		4,115,000			6,615,000
Solid Waste Fund	<u>1,940,000</u>	<u>135,000</u>	<u>116,000</u>	<u>150,000</u>	<u>150,000</u>	<u>2,491,000</u>
	<u>\$ 59,636,000</u>	<u>\$ 57,108,000</u>	<u>\$ 45,437,000</u>	<u>\$ 41,920,000</u>	<u>\$ 11,909,000</u>	<u>\$ 216,010,000</u>

STAFF REVIEW FORM

C. 1. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of December 4, 2001.

FROM:

Tim Conklin Planning Urban Development
 Name Division Department

ACTION REQUIRED: To approve an ordinance for VAC 01-8.00 as submitted by Dave Fulton on behalf of Gerald Tomlinson for property located at 2522 S. College (lot 12 of Taylor Estates). The property is zoned R-1, Low Density Residential and contains approximately 0.10 acres. The request is to vacate an existing utility easement.

COST TO CITY:

\$

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used To Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Staff recommended approval and the Planning Commission unanimously voted 7-0-0 to forward the vacation to the City Council.

Division Head

Date

Cross Reference

Department Director

Date

New Item: **Yes**

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

Orig Contract Number: _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING VA01-8.00 TO VACATE AND ABANDON A 10' WIDE UTILITY EASEMENT LOCATED AT 2522 S. COLLEGE (LOT 12 OF TAYLOR ESTATES) AS SHOWN ON THE ATTACHED MAP AND SURVEY.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes, and

WHEREAS, the City Council has determined that the following described right-of-way is not required for corporate purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, in and to the following described right-of-way:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. That a copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

PASSED AND APPROVED this _____ day of _____, 2001.

APPROVED:

By _____
Dan Coody, Mayor

ATTEST:

By _____
Heather Woodruff, City Clerk

EXHIBIT "A"

A 20' Utility Easement located in the SW 1/4 of the NW 1/4 of Section 27, T16N, R30W in Washington County, Arkansas and being described as follows: Commencing at the NW Corner of said SW 1/4; NW 1/4 thence East 222.48 Feet, thence South 381.84 Feet thence N85°48'01"W 15.00 Feet to the Point of Beginning which is a point on the center of a 20' UE thence N85°48'01"W 139.88 Feet to the end of said easement; and said UE being along the property line between lot 15 & 16 of the old plat of Country Club Estates.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

PC Meeting of 13 Nov. 01

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Ron Petrie, Staff Engineer
DATE: November 8, 2001

Easement Vacation
Gerald Tomlinson

Project: VA 01-08.00: Vacation (Gerald Tomlinson, pp 641) was submitted by Dave Fulton for property located at 2522 South College Drive, Lot 12, Taylor Estates. The request is to vacate a 15' wide utility easement through Lot 12 as shown and described on the attached maps and legal descriptions.

This easement was shown on the original Country Club Estates for this property. Apparently, when this area was replatted for Taylor Estates, this easement was not formally vacated through the City. There are no known utilities located within this easement.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

Ozarks Electric - Not applicable.
Southwestern Electric Power Company - No objections.
Arkansas Western Gas - No objections.
SW Bell - No objections.
Cox Communications - No objections provided "any relocations of or damage to Cox facilities will be at the owner's expense. No known facilities existing."
City of Fayetteville:
Water/Sewer - No objections.
Street Department - Not applicable.
Solid Waste - Not applicable.

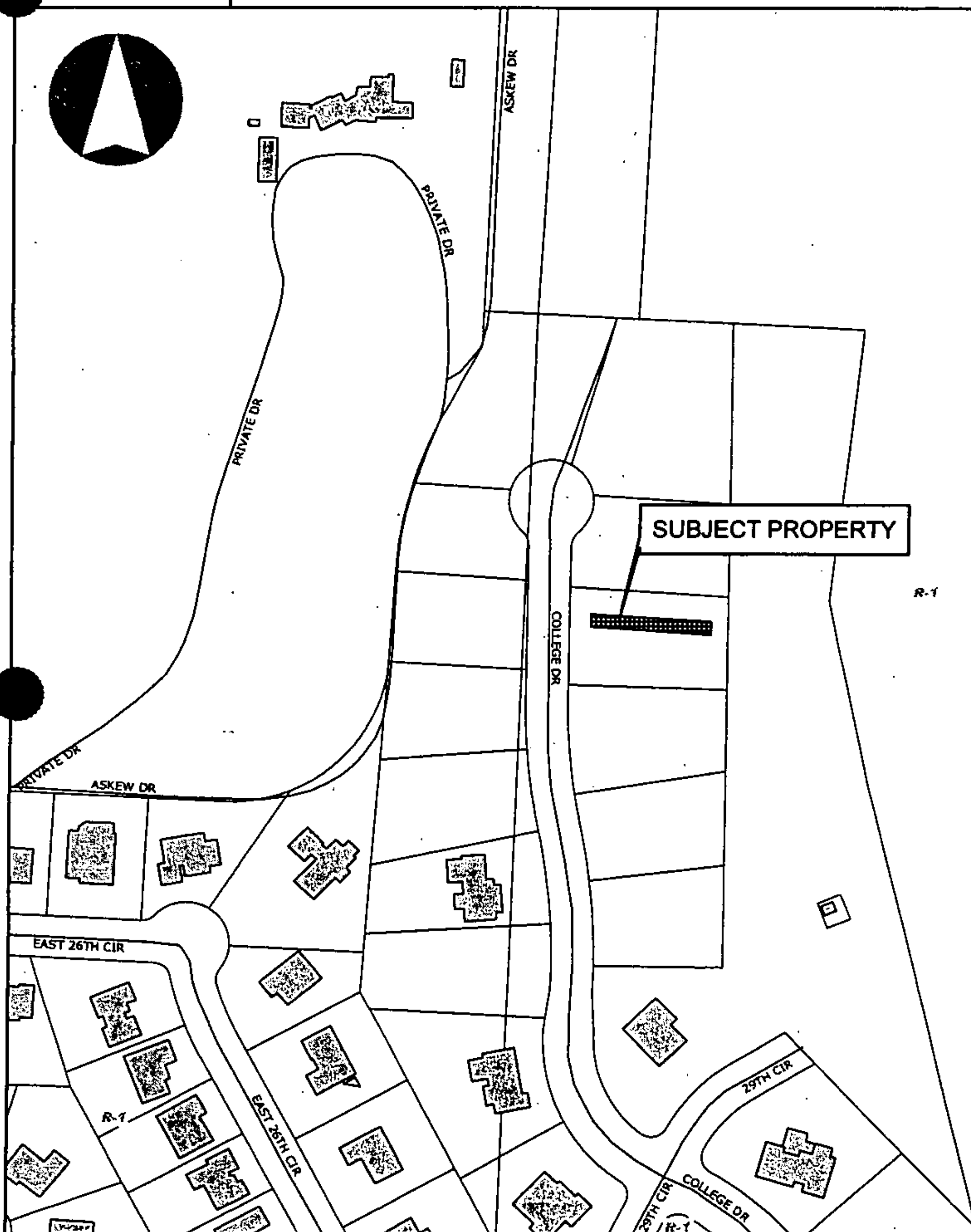
Recommendation: Approval of the proposed easement vacation.

PLANNING COMMISSION ACTION: yes Required
_____ Approved _____ Denied

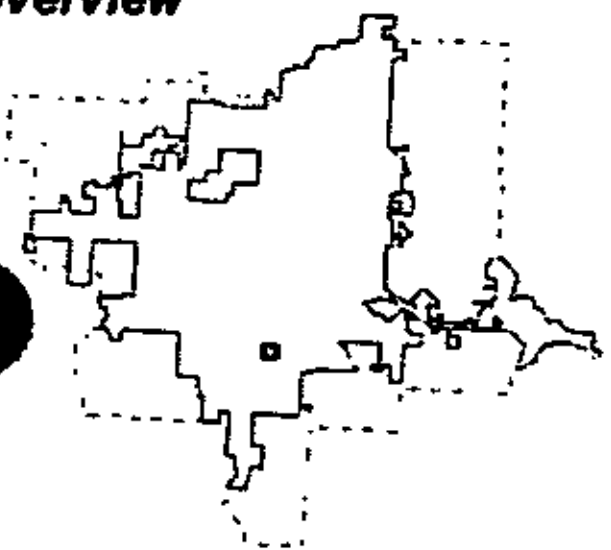
VAC01-8.00

TOMLINSON

Close Up View

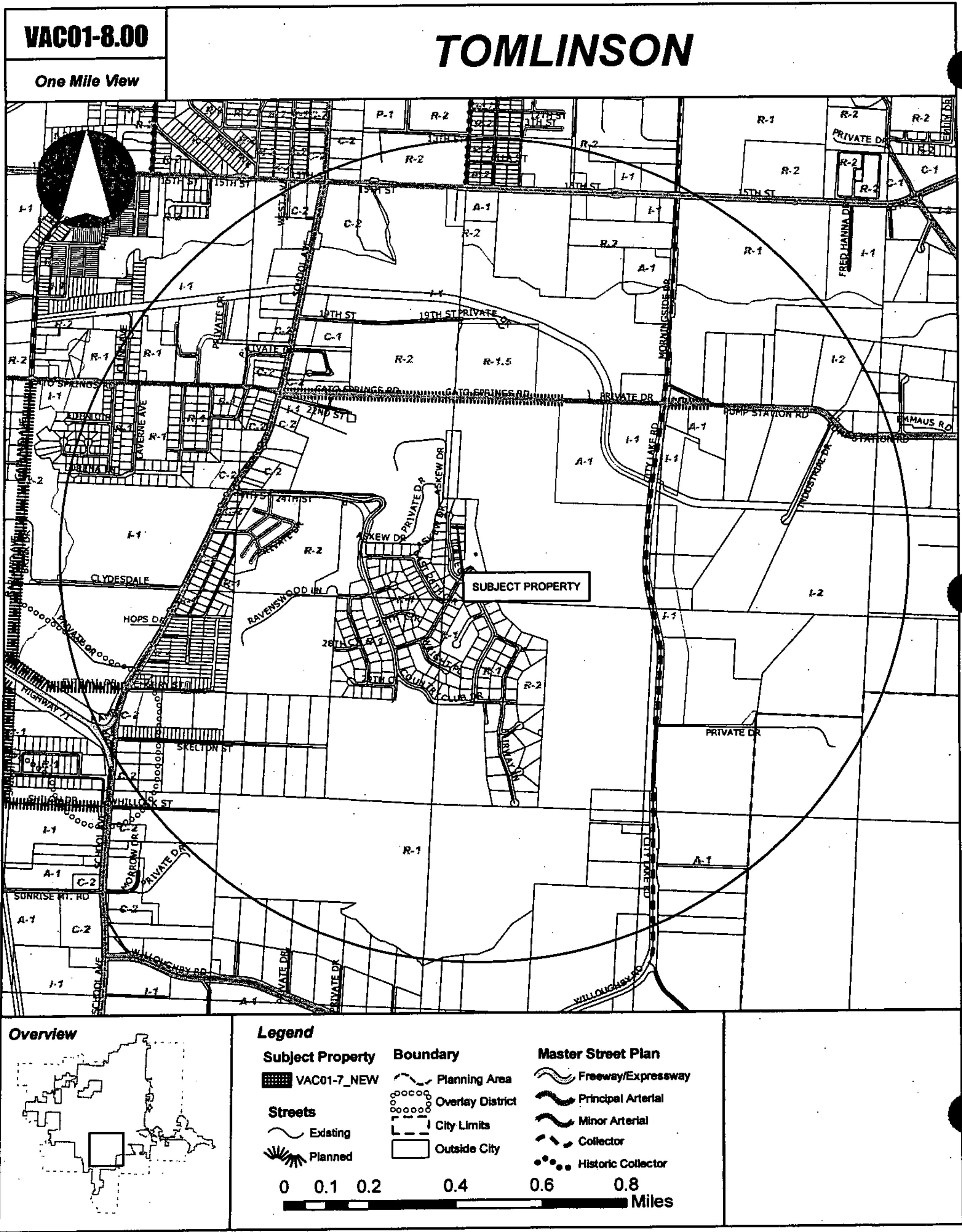


Overview



Legend

Subject Property	Boundary	Master Street Plan
VAR01-7_NEW	Planning Area	Freeway/Expressway
Streets	Overlay District	Principal Arterial
Existing	City Limits	Minor Arterial
Planned	Outside City	Collector
		Historic Collector
0 80 160 320 480 640 Feet		



Planning Commission
November 13, 2001
Page 2

Roll call and approval of the minutes from October 22, 2001.

Estes: Welcome to the November 13, 2001 meeting of your Fayetteville Planning Commission, the first item of business will be the roll call, Renee, would you call the roll please?

ROLL CALL: Upon the calling of roll eight Commissioners were present with Commissioner Shackelford being absent, Commissioner Bunch arrived at 5:45p.m.

Estes: A quorum being present, the next item of business is approval of the minutes from the October 22, 2001 meeting. Are there any changes, additions, comments or amendments to the minutes from the October 22, 2001 meeting? Seeing none they will be approved.

VAC 01-8.00 Vacation (Tomlinson/Fulton, pp 641) was submitted by Dave Fulton on behalf of Gerald Tomlinson for property located at 2522 S. College (lot 12 of Taylor Estates). The property is zoned R-1, Low Density Residential and contains approximately 0.10 acres. The request is to vacate an existing utility easement.

Estes: The first item of new business is a vacation request. This is a vacation submitted by Gerald Tomlinson. It is submitted by Dave Fulton for property located at 2522 S. College Dr., lot 12 Taylor Estates. The request is to vacate a 15' wide utility easement through lot 12 as shown and described on the maps and legal descriptions that are provided in your packet. The reason for this request is that this easement was shown on the original country club estates for this property. Apparently, when this area was replatted for Taylor Estates this easement was not formally vacated through the city, there are no known utilities located within this easement. Is the applicant present?

Conklin: I encourage the Commission to move this forward. This is a utility easement that was platted a long time ago. The developer came back and replatted this land. This easement was never vacated. We are trying to clean up the situation. It has caused some delay already for the owner of the lot and it is something that, under ordinance, we bring to you and we encourage you to approve it tonight.

Ward: Seeing no opposition, did you open it up to the public yet?

Estes: No, I have not requested public comment but before I do that, what is the sense of the Commission? Do you wish to hear this item without the applicant present? Would there be a motion to that effect?

Marr: So moved.

Planning Commission
November 13, 2001
Page 3

Estes: We have a motion by Commissioner Marr to hear this vacation request in the applicant's absence, is there a second?

Hoffman: Second.

Estes: We have a second by Commissioner Hoffman, any discussion? Renee, would you call the roll on the motion please?

Roll Call: Upon the completion of roll call, the motion to hear VAC 01-8.00 passed by a vote of 7-0-0.

Estes: The motion to hear the vacation request without the applicant present passes unanimously. Is there any member of the audience that would like to comment on this vacation request, 01-8.00? Seeing none, I'll bring it back to the full Commission for motions, discussions and comments.

MOTION

Ward: Seeing that the findings are that this won't be anything that we are really giving away, I'll make a motion that we approve VAC 01-8.00 for a vacation for Gerald Tomlinson.

Estes: We have a motion by Commissioner Ward to approve VAC 01-8.00, is there a second?

Hoffman: I'll second.

Estes: We have a second by Commissioner Hoffman. Is there any discussion or comments? Seeing none, Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve VAC 01-8.00 was approved by a vote of 7-0-0.

Estes: The motion passes unanimously.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of November 27, 2001

FROM:

Ed Connell
 Name

Engineering
 Division

Public Works
 Department

ACTION REQUIRED: The passage of a resolution approving the Offer and Acceptance Contract between the City of Fayetteville and the Board of Trustees of the University of Arkansas for the sale of 4.05 acres of land in the S½-21-16-30, South School Street, for the price of \$459,000 less associated closing costs.

COST TO CITY:

\$ - 459,000
 Cost of this Request

\$ - 0 -
 Category/Project Budget

Gain/Loss Sale of Assets
 Category/Project Name

1010-0001-4881.02
 Account Number

\$ 18,886 - Revenue
 Funds Used To Date

Program Name

NA
 Project Number

\$ 18,886 - Revenue
 Remaining Balance

General Fund
 Fund

BUDGET REVIEW:

_____ Budgeted Item

_____ Budget Adjustment Attached

[Signature]
 Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Musla Fathig 11/26/01
 Accounting Manager Date

[Signature] 11/26/01
 City Attorney Date

_____ _____
 Purchasing Officer Date

Darney Smith 11/26/01
 Internal Auditor Date

_____ _____
 ADA Coordinator Date

STAFF RECOMMENDATION: Staff recommends approval of the contract and sale of the property for \$459,000 to the University of Arkansas. U of A Board of Trustees approved the purchase on 11-16-01.

[Signature] 11-20-01
 Division Head Date

[Signature] 11-27-01
 Department Director Date

[Signature] 11/27/01
 Administrative Services Director Date

[Signature] 11/27/01
 Mayor Date

Cross Reference

New Item: Yes X No _____

Prev Ord/Res #: _____

Orig Contract Date: _____

STAFF REVIEW FORM

Description Sale of 4.05 acres to the U of A

Meeting Date Nov. 27, 2001

Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: November 19, 2001

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Greg Boettcher, Public Works Director
Ted Webber, Administrative Services Director
John Maguire, Economic Development Coordinator
Jim Beavers, City Engineer *JB*

FROM: Ed Connell, Land Agent *EDC*

RE: Sale of 4.0 Acres of City Land to the University of Arkansas
South School Street at the 20th Street

In 1995 and 1997, the City purchased approximately 4.0 acres of land, three acres being on the South side of 20th Street (now called "Research Center Boulevard") and one acre, M or L, on the North side of said street. At the time of purchase, the City and University has reached an understanding that the Research Center was to be expanded, thus requiring additional lands around the University facilities. As part of the City's efforts to help clean up and develop lands on the South side of Fayetteville, and the University being short of funds for acquisition purposes, the City acquired such lands (old Sugg/Alexander property and the Clack property) with the intention of improving 20th Street, as well as, holding on to such properties until funds became available for the University to acquire the lands. The University, by virtue of some special grants, now has funds available for such purchase.

Included herewith is a summary page of the costs and contributions by the City with the improvement of 20th Street and the associated sale of these properties to the University of Arkansas. As indicated, the City paid \$336,000 for the 4.0± acres of land (in 1995 and 1997) and a construction cost of \$347,070(excluding City Engineering design) for a total of \$683,070. The current appraised value on the original land is \$459,000 after you deduct a small portion of land (0.02 acre) which was granted to the South neighbor in a adverse possession lawsuit. The City has offered to convey both of the properties to the U of A plus 50 feet of right of way with the original 20th Street from School Ave. to the Genesis facility. Taking into account such original ROW at \$2.00/ft², the overall City contribution to the University's development of this area was \$336,000, excluding engineering, project management, & Inspection(maybe \$50,000).

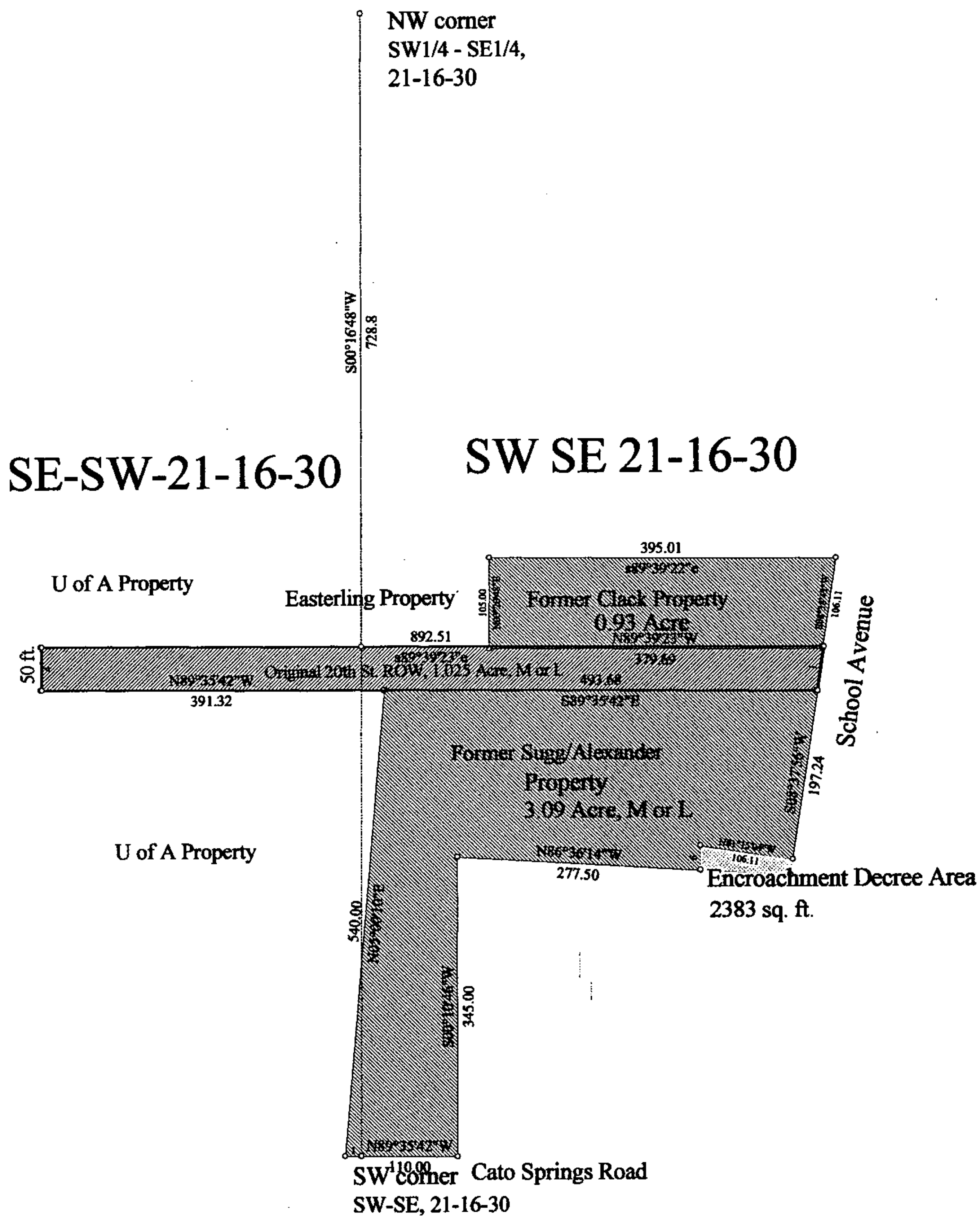
Included herewith is a copy of an *Offer and Acceptance Contract* between the City and the University for the transfer of this land. The amount to be received from the University is **\$ 459,000** at closing. Since the City's job is complete on this project that took place in 1997-1998, and since the U of A plan is to eventually acquire parcels West of School Ave., North of Cato Springs Road and South of the old railroad tracks, this acquisition is primary on their list.

The City and the University have committed to work together and try and develop an area near the Research Center for light industrial uses and incubator business development purposes. The area of development will extend to the East, beginning on the East side of School Street. A number of relative small and new companies have indicated a desire to locate in the close proximity of the Research Center and the City has agreed to acquire land for this future development purpose. In this line, the City has contracted with Mr. Bryan Walker III for the purchase of almost 32 acres on the East side of School Ave, and North of 19th Street. This property became available for sale and represented the only avenue for a contiguous area of land that was suitable for development purposes. Your approval of our contract with Mr. Walker is next on this agenda and will utilize \$360,000 of the \$459,000 received from the sale of the subject land to the University of Arkansas.

This conveyance to the University will include all parts and improvements of Research Center Boulevard. Title to and maintenance of said boulevard will become the responsibility of the University and the state.

The University Board of Trustees approved the purchase of this property during their meeting of November 16, 2001.

Your approval of the contract to sell this 4.0 acres to the University is requested and recommended.



Date: 10-23-2001

File: 20CP&ROW.des

OFFER AND ACCEPTANCE CONTRACT

1. That the Board of Trustees of the University of Arkansas, hereinafter referred to as the Buyer, offers to buy, subject to the terms and conditions set forth herein, the following described property:

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash only payment of \$ 459,000.
3. **Contingent Earnest Money Deposit:** The Buyer herewith tenders a cashiers check or money order for \$ None to the City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. As Buyer, the Board of Directors of the University of Arkansas is aware that this offer to sell is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit, if any, will be returned to the Buyer by the Seller. As Seller, the City of Fayetteville is aware that this offer to purchase is contingent upon the approval of the Board of Trustees of the University of Arkansas and, if they do not approve, the earnest money deposit, if any, will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.
4. Conveyance will be made to the Buyer by general Warranty Deed, except for that portion of the original 20th Street, prior to 1997, which will be conveyed by the City in the form of Quit Claim Deed. All deeds shall be subject to recorded instruments and easements, if any. Such conveyance shall include any mineral rights owned by the Seller.
5. The Seller shall furnish a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the Buyer. Buyer and Seller shall equally share in the cost of said title insurance.
6. Seller to provide Buyer with boundary survey, if available. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.
7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.
8. The closing date shall be within thirty (30) days after approval of this contract by the Fayetteville City Council and the Board of Trustees of the University of Arkansas, whichever occurs later. If such date of closing falls on a weekend or holiday, it will be held the following working day.
9. Closing costs, except for those heretofore mentioned, shall be shared equally between Buyer and Seller.
10. Possession of the property shall be delivered to the Buyer on the date of closing.

*Accepted in Little Rock
For Secretary Signature*

OFFER AND ACCEPTANCE CONTRACT

Page 2 of 5

11. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.
12. All fixtures, improvements and attached equipment are included in the purchase price.
13. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
14. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge.
15. This agreement shall be governed by the laws of the State of Arkansas.
16. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all prior or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
17. This contract expires, if not accepted by the Administration of the Seller, on or before the day of , 2001.
18. The property, as described herein, shall be sold on a as-is basis, with no actual or implied guarantees other than those set forth in this document.
19. It is understood and agreed by Buyer and Seller that each entity will submit for approval by their respective governing bodies within a period of 60 days after this document is fully executed.
- 20.. **NOTICE:** **SELLER ASSERTS AND BUYER HEREBY ACKNOWLEDGES THAT THIS CONTRACT IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THE CITY COUNCIL OF FAYETTEVILLE AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, AND THAT THE FAILURE OF THE COUNCIL OR BOARD OF TRUSTEES TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE \$ NONE EARNEST MONEY DEPOSIT.**

OFFER AND ACCEPTANCE CONTRACT
Page 3 of 5

SELLER:

City of Fayetteville, Arkansas
A municipal Corporation

BY:

Dan Coody, Mayor

Date: _____

ATTEST:

Heather Woodruff, City Clerk

Date: _____

BUYER:

University of Arkansas

BY:

(Name and Title)

Date: _____

ATTEST:

(Name and Title)

Date: _____

DRAFT

EXHIBIT "A"
PROPERTY DESCRIPTION

PROPERTY DESCRIPTION:

A part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and a part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, all in Section 21, Township 16 North, Range 30 West of the Fifth Principal Meridian, being more particularly described as follows: Beginning at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 21, said point being an existing state monument in Cato Springs Road; thence West 18.16 feet to an existing railroad spike; thence North 05° 00' 10" East 540.00 feet to an iron pin; thence South 89° 35' 42" East 493.68 feet to an iron pin on the West right of way line of School Street (U.S. Hwy 471); thence South 08° 37' 56" West along said West right of way line 197.24 feet to a point, said point being North 08° 37' 56" East 17.94 feet from an iron pin; thence North 81° 08' 49" West 106.11 feet to a point; thence South 00° 10' 46" West 28.00 feet to a point, said point being South 86° 36' 14" East 102.42 feet from the same iron pin mentioned heretofore; thence North 86° 36' 14" West 277.50 feet to an iron pin; thence South 00° 10' 46" West 345.00 feet to a cotton spindle on the South line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 21; thence North 89° 35' 42" West 110.00 feet to the Point of Beginning, containing 3.09 acres, more or less, and subject to easements and rights of way of record. This description excludes that portion of land contained in an encroachment referenced in the Decree of Chancery Court Case No. 18148, filed February 25, 1969 as recorded in Chancery Record 76 @ Page 109, Washington County Arkansas.

And,

A part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-one (21), Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows: Commencing at the Northwest corner of said 40 acre tract, thence South 89° 36' 23" East along the North line of said 40 acre tract 633.00 feet (previous Deed said 565 feet, more or less) to the West right of way line of School Avenue (U.S. Hwy. 471); thence South 08° 38' 43" West along said West right of way line of U.S. Hwy. 471 a distance of 632.93 feet (previous Deed = 618.50 feet) to an iron pin as the true Point of Beginning; Thence South 08° 38' 43" West along said West right of way line 106.11 feet to a point from which a reference cotton spindle set on the North right of way line of Twentieth Street bears North 08° 38' 43" East 2.54 feet; thence North 89° 39' 23" West 379.69 feet to a point from which a reference iron pin on the North right of way line of 20th Street bears North 00° 20' 48" East 2.92 feet; thence North 00° 20' 48" East 105.00 feet to an iron; thence South 89° 39' 23" East 395.00 feet to the Point of Beginning, containing 0.93 acre, more or less, and being subject to easements of record and that portion lying within the right of way of 20th Street along the South boundary which contain 0.02 acre, more or less, Washington County, Arkansas..

Twentieth Street Right of Way Conveyance

A part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and a part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, all in Section 21, Township 16 North, Range 30 West of the Fifth Principal Meridian, being more particularly described as follows: Beginning at a point on the Center line of said Section 21, said point being South 00° 16' 48" West 728.80 feet, more or less, from the Northwest corner of said 40 acre tract to the North right of way line of 20th Street; thence along said North right of way line of 20th Street North 89° 39' 23" West 385.32 feet to the West end of 20th Street; thence South 00° 10' 48" West 50.0 feet to the South right of way line of 20th Street as it existed in 1997; thence South 89° 35' 42" East 391.32 feet to the West line of the SW $\frac{1}{4}$ -SE $\frac{1}{4}$ 21-16-30; thence continuing South 89° 35' 42" East 493.68 feet to the West right of way line of School Avenue (U.S. Highway 471); thence North 08° 35' 42" East along said West right of way a distance of 51.49 feet; thence leaving said West right of way line of School Street North 89° 39' 23" West 527.26 feet to the Center line of the Section 21 and the point of Beginning, containing 1.03 acres, more or less, subject to easements and rights of way of record, Washington County, Arkansas..

SIGNED FOR IDENTIFICATION

SELLER:

City of Fayetteville, Arkansas

BY:

Title: Dan Coody, Mayor

Date: _____

BUYER:

UNIVERSITY OF ARKANSAS

BY:

Date: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____ and _____, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are duly authorized to execute the foregoing instrument for and in the name and behalf of the trustees of the University of Arkansas, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2001.

MY COMMISSION EXPIRES:

Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan Coody and Heather woodruff**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that they are the **Mayor and City Clerk of the City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2001.

MY COMMISSION EXPIRES:

Notary Public

UofA
UNIVERSITY OF ARKANSAS

Office of the President

November 7, 2001

*David M.
Dave W.
James Egall
Lee Yander*

**TO MEMBERS OF THE BUILDINGS
AND GROUNDS COMMITTEE:**

Mr. William E. Clark, Chair
Mrs. Frances A. Cranford
Mr. Gary C. George
Mr. J. Thomas May, Ex-Officio

Dear Committee Members:

Chancellor John A. White, University of Arkansas, Fayetteville, has requested your approval to purchase property located at 20th Street, Fayetteville, Arkansas to complement the Engineering Research Center and provide for expansion of the current site for the Engineering Research Center into the proposed Research Park. The additional land will facilitate the selection of a site for the Research Building approved at the October 2, 2001, Board meeting.

The property was appraised at \$459,000 and the University has offered to purchase the land for this amount upon Board approval. University Reserves will be used to fund this project. This purchase will enable the city to buy additional land across School Street from this site for the proposed Research Park.

I concur with Chancellor White's recommendation and have attached a resolution for your consideration.

Sincerely,

B. Alan Sugg

B. Alan Sugg
President

Attachment

2404 North University Avenue / Little Rock, Arkansas 72207-3608 / 501-686-2505 / Fax 501-686-2506

University of Arkansas, Fayetteville / University of Arkansas at Little Rock / University of Arkansas at Pine Bluff
University of Arkansas for Medical Sciences / University of Arkansas at Monticello / Division of Agriculture / Criminal Justice Institute
Arkansas Archeological Survey / Phillips Community College of the University of Arkansas
University of Arkansas Community College at Hope / University of Arkansas Community College at Batesville
The University of Arkansas is an equal opportunity/affirmative action institution.

RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT the President is hereby authorized to contract for the purchase of property located at 20th Street, Fayetteville, Arkansas, and being more particularly described as follows:

A part of the SE1/4 of the SW1/4 and a part of the SW1/4 of the SE1/4, all in Section 21, Township 16 North, Range 30 West of the Fifth Principal Meridian, being more particularly described as follows: Beginning at the Southwest corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section 21, said point being an existing state monument in Cato Springs Road; thence West 18.16 feet to an existing railroad spike; thence North 05° 00' 10" East 540.00 feet to an iron pin; thence South 89° 35' 42" East 493.68 feet to an iron pin on the West right of way line of School Street (U.S. Hwy 471); thence South 08° 37' 56" West along said West right of way line 197.24 feet to a point, said point being North 08° 37' 56" East 17.94 feet from an iron pin; thence North 81° 08' 49" West 106.11 feet to a point; thence South 00° 10' 46" West 28.00 feet to a point, said point being South 86° 36' 14" East 102.42 feet from the same iron pin mentioned heretofore; thence North 86° 36' 14" West 277.50 feet to an iron pin; thence South 00° 10' 46" West 345.00 feet to a cotton spindle on the South line of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 21; thence North 89° 35' 42" West 110.00 feet to the Point of Beginning, containing 3.09 acres, more or less, and subject to easements and rights of way of record. This description excludes that portion of land contained in an encroachment referenced in the Decree of Chancery Court Case No. 18148, filed February 25, 1969 as recorded in Chancery Record 76 @ Page 109, Washington County, Arkansas.

And,

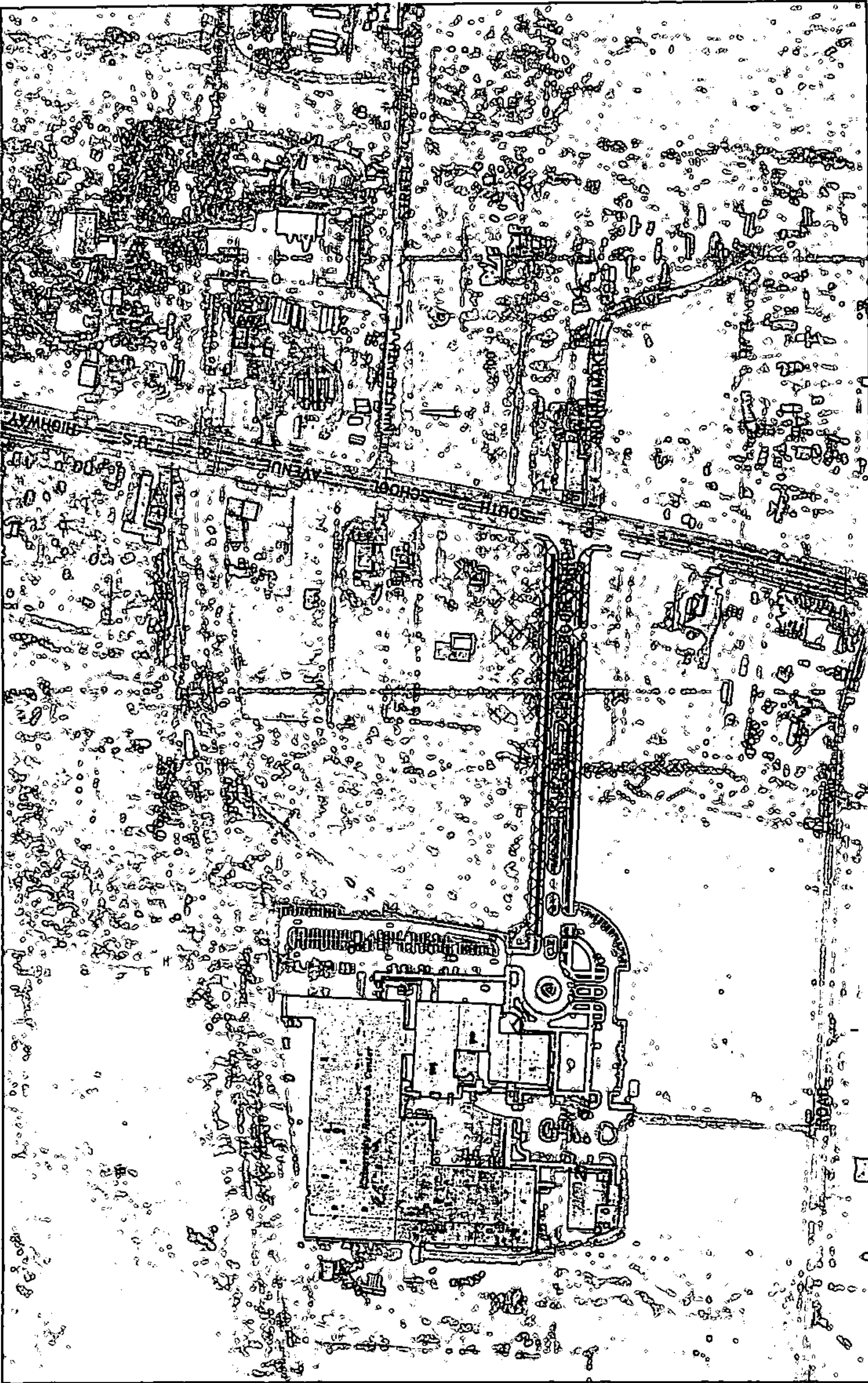
A part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows: Commencing at the Northwest corner of said 40 acre tract, thence South 89° 39' 23" East along the North line of said 40 acre tract 633.00 feet (previous Deed said 565 feet, more or less) to the West right of way line of School Avenue (U.S. Hwy 471); thence South 08° 38' 43" West along said West right of way line of U.S. Hwy 471 a distance of 632.93 feet (previous Deed = 618.50 feet) to an iron pin as the true Point of Beginning; Thence South 08° 38' 43" West along said West right of way line 106.11 feet to a point from which a reference cotton spindle set on the North right of way line of Twentieth Street bears North 08° 38' 43" East 2.54 feet; thence North 89° 39' 23" West 379.69 feet to a point from which a reference iron pin on the North right of way line of 20th Street bears North 00° 20' 48" East 2.92 feet; thence North 00° 20' 48" East 105.00 feet to an iron; thence South 89° 39' 23" East 395.00 feet to the Point of Beginning, containing 0.93 acre, more or less, and being subject to

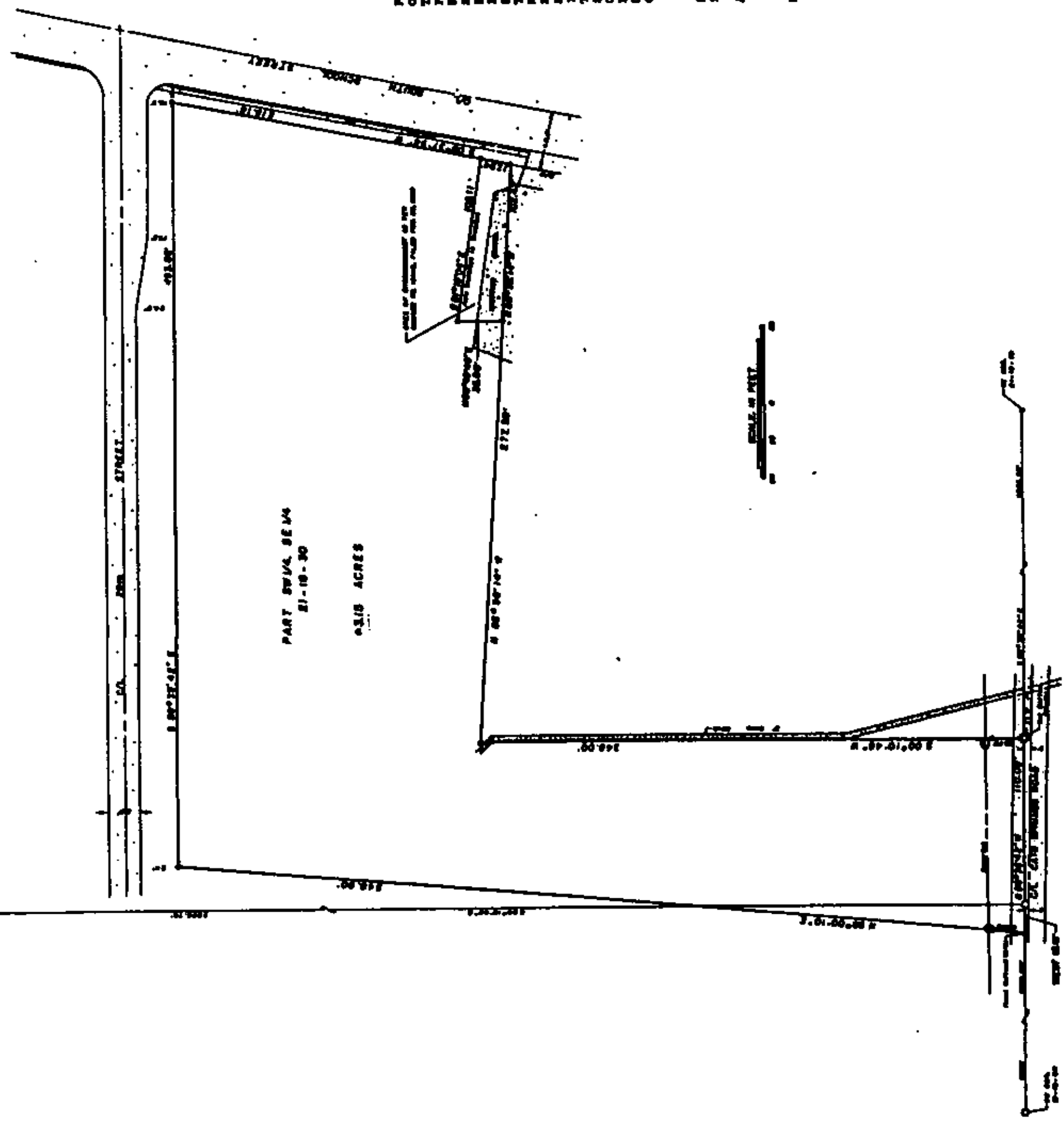
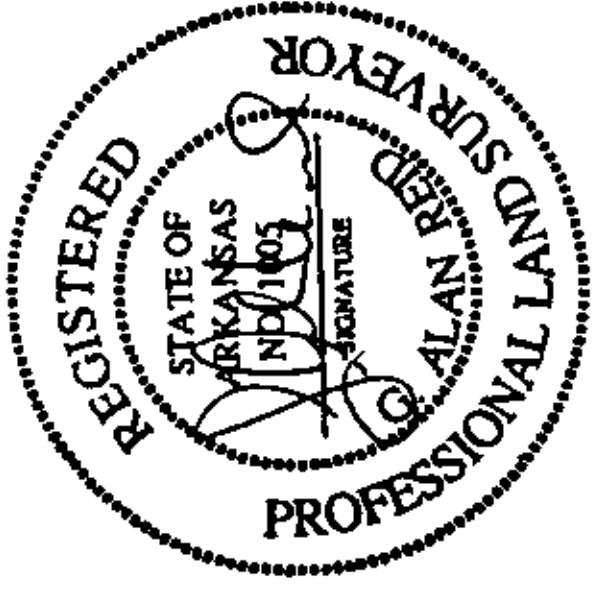
easements of record and that portion lying within the right of way of 20th Street along the South boundary which contain 0.02 acre, more or less, Washington County

Twentieth Street Right of Way Conveyance

A part of the SE1/4 of the SW1/4 and a part of the SW1/4 of the SE1/4, all in Section 21, Township 16 North, Range 30 West of the Fifth Principal Meridian, being more particularly described as follows: Beginning at a point on the Center line of said Section 21, said point being South 00° 16'48" West 728.80 feet, more or less, from the Northwest corner of said 40 acre tract to the North right of way line of 20th Street; thence along said North right of way line of 20th Street North 89° 39'23" West 365.32 feet to the West end of 20th Street; thence South 00° 10'48" West 50.0 feet to the South right of way line of 20th Street as it existed in 1997; thence South 89° 35'42" East 391.32 feet to the West line of the SW1/4-SE1/4 21-16-30; thence continuing South 89° 35'42" East 493.68 feet to the West right of way line of School Avenue (U.S. Highway 471); thence North 08° 35'42" East along said West right of way a distance of 51.49 feet; thence leaving said West right of way line of School Street North 89° 39'23" West 527.26 feet to the Center line of the Section 21 and the point of Beginning, containing 1.03 acres, more or less, subject to easements and rights of way of record, Washington County, Arkansas.

BE IT FURTHER RESOLVED THAT the purchase of the foregoing property shall be subject to a determination of the General Counsel that the Seller has good and merchantable title to the Property and further to obtaining an acceptable Phase I environmental assessment. The President and Vice President for Finance and Administration are hereby authorized to take such actions and execute such documents and instruments as may be necessary to close the transaction.





PART OF THE SOUTHWEST QUARTER (SW) OF THE SOUTHWEST QUARTER (SW) AND A PART OF THE SOUTHWEST QUARTER (SW) OF THE SOUTHWEST QUARTER (SW) ALL IN SECTION TWENTY-ONE (21), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW) OF THE SOUTHWEST QUARTER (SW) OF SAID SECTION TWENTY-ONE (21), SAID POINT BEING AN EXISTING IRON PEG; THENCE S 89° 15' 42\"/>

NOTES: CITY OF PATTERSVILLE
SELLER: WIGGINS-ROCK ENTERPRISES, INC.
ADDRESS: CATO SPRINGS ROAD
PATTERSVILLE, ARKANSAS

NOTE: THIS PROPERTY DOES NOT LIE IN SOME 'A/AS' (SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD) AS DETERMINED FROM THE FIRM MAP OF WASHINGTON COUNTY, ARKANSAS, AND INCORPORATED AREAS, MAP WORKERS 001300094 C. EFFECTIVE DATE SEPTEMBER 18, 1991.

- LEGEND
- POUND IRON PIN
- SET IRON PIN
- STONE MARKER
- EXISTING FENCE

500-16N-30W-0-21-203-72-1005

ARA		Alan Reid & Associates		REGISTERED PROFESSIONAL LAND SURVEYOR	
OFFICE: 1003 N. 10th St., P.O. Box 1003, PATERSVILLE, AR 72455		PHONE: (501) 231-1003		FAX: (501) 231-1005	
DATE: 11/11/92		BY: ALAN REID		TITLE: SURVEY	
PROJECT: 500-16N-30W-0-21-203-72-1005		SHEET: 1 OF 1		SCALE: 1\"/>	



PART OF THE SOUTHWEST QUARTER (SWQ) OF THE SOUTHWEST QUARTER (SWQ) OF SECTION TWENTY-ONE (21), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWENTY (20) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID 40 ACRE TRACT; THENCE S89°23'21"E ALONG THE WEST LINE OF SAID 40 ACRE TRACT 633.00 FEET (CONVEYANCE); THENCE S89°23'21"E TO THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY 412, NINE (9) FEET; THENCE S89°23'21"E ALONG THE WEST RIGHT-OF-WAY OF SAID HIGHWAY 412, NINE (9) FEET (DEED-412.40 FEET) TO A SET BACK FOR THE THOR POINT OF BEGINNING; THENCE S89°23'21"E ALONG SAID RIGHT-OF-WAY 184.12 FEET TO A POINT FROM WHICH A REFERENCE CUTTING SPINDLE SET ON THE NORTH RIGHT-OF-WAY OF TWENTY-ONE STREET BEARS S89°23'21"E 2.54 FEET; THENCE S89°23'21"E 379.45 FEET TO A POINT FROM WHICH A REFERENCE LINE ON THE NORTH RIGHT-OF-WAY OF TWENTY-ONE STREET BEARS S89°23'21"E 2.52 FEET; THENCE S89°23'21"E 105.00 FEET TO A SET BACK; THENCE S89°23'21"E 385.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.93 ACRES, MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS. THE ABOVE DESCRIBED 0.93 ACRE TRACT ALSO BEING SUBJECT TO THAT PORTION LYING WITHIN THE RIGHT-OF-WAY OF TWENTY-ONE STREET ALONG THE SOUTH BOUNDARY, CONTAINING 0.02 ACRES, MORE OR LESS.

NOTES: CITY OF FAYETTEVILLE
ADDRESS: U.S. HIGHWAY 471 (NO. SCHOOL AVENUE) AND TWENTY-ONE STREET

LEGEND

- FOUND IRON PILE
- FOUND PIPE
- CONCRETE MONUMENT
- FOUND S.L. SPICE
- SET IRON PILE
- CUTTING SPINDLE
- ✚ CORNER CORNER
- △ RIGHT-OF-WAY REL.

300-186-308-0-31-220-72-1005

GRAPHIC SCALE - FEET

0 60 120 180

BY ORDER OF THE COMMISSIONER OF REVENUE

ALAN REID

REGISTERED PROFESSIONAL LAND SURVEYOR

NO. 1002

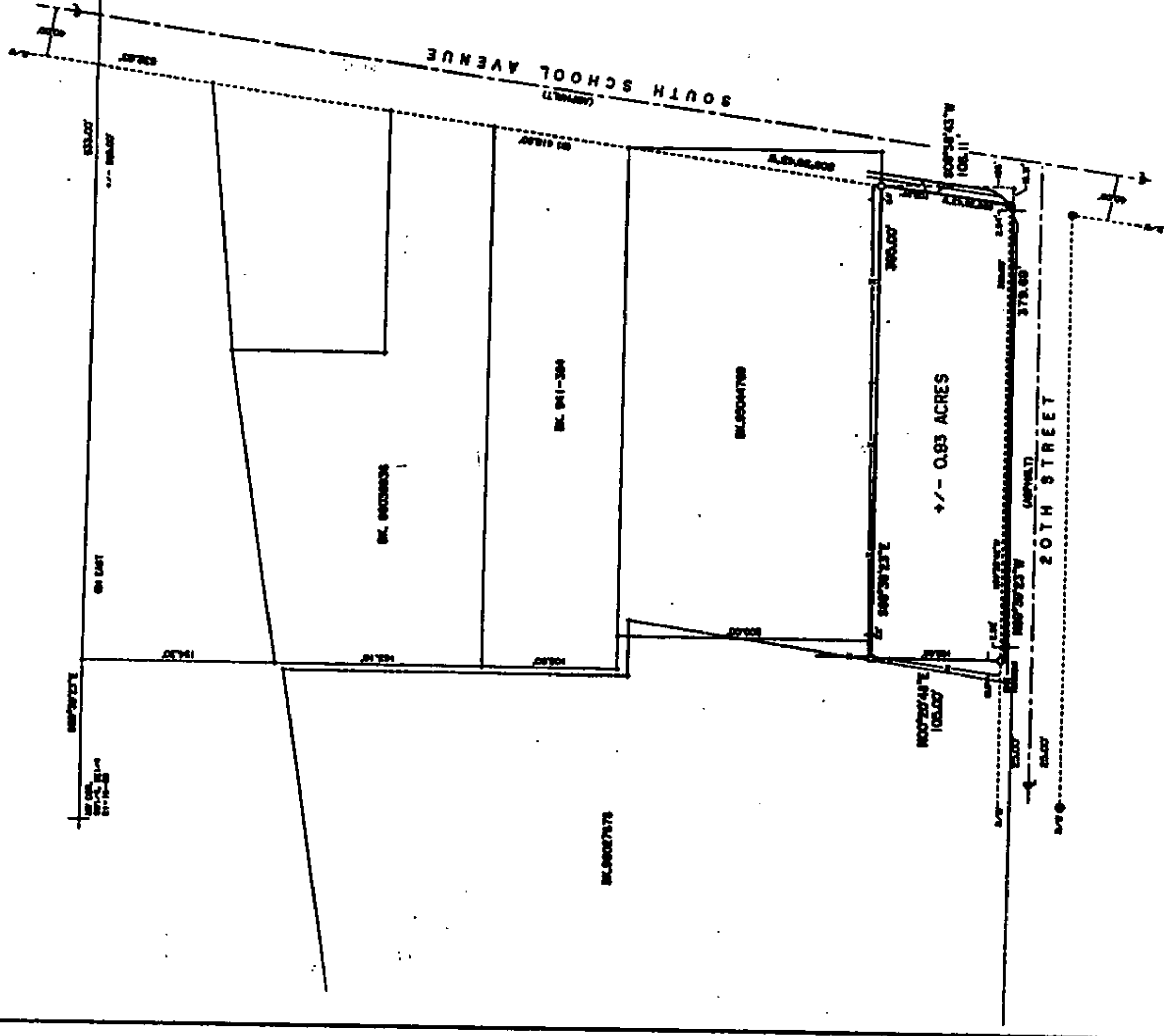
STATE OF ARKANSAS

CITY OF FAYETTEVILLE

DATE: AUGUST 22, 1987

SCALE: 1"=60'

87206



COMPUTATION OF BASE VALUE

\$4.08 AC TRACT NON-MAINTAINED 20TH STREET RIGHT OF WAY
South School and 20th Street

BASE LAND VALUE

1.	Purchase of Sugg/Alexander Property: Nov 15, 1995	3.15 acres	(\$2.00/ft ²)	275,000
2.	Purchase of Clack Property October 3, 1997	0.93 acres	(\$1.51/ft ²)	61,000
3.	Existing 20 th Street ROW No actual outlay by the City(Valued 10-09-01)	1.03 acres	(\$2.00/ft ²)	112,000
TOTAL Land Base Value				5.20 acres (\$1.98/ft ²)
				\$ 448,000

IMPROVEMENT BASED VALUATION

1.	Sugg/Alexander Land Purchase	275,000
2.	Clack Land Purchase	<u>61,000</u>
Total		\$ 336,000

IMPROVEMENTS

1.	20 TH Street ROW	\$ 112,155	
2.	20 th St. Infrastructure Direct Costs	\$ 347,000	\$ 347,070
3.	City Engineering Approx. Cost	\$ <u>50,000</u>	
TOTAL Development costs		\$ 509,155	

Development Allocation

4.	Development Cost for the 5.20 total acres is about 18% off the area and should be allocated 18% of the Development Costs	\$ 91,620
----	--	-----------

Total Improvement Based Cost \$ 438,690

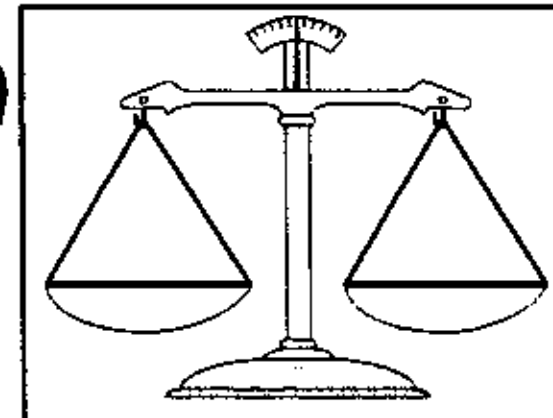
Offer/Acceptance Contract \$ 459,000

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Ed Connell, Engineering

FROM: Kit Williams, City Attorney

Kit

DATE: October 25, 2001

RE: Sale of land of U of A near 20th Street

Since a small portion of this property was taken through adverse possession in 1968 per a Decree from Chancellor Butt, our legal description must be modified to exclude that portion which we DO NOT OWN. My reading of the Decree indicates that the asphalt strip identified in stipulated Exhibit 1 in the case was taken out of what you show as the Former Sugg/Alexander property. However, I do not see it removed in your scale drawing and so believe you need to adjust your legal description so as to exclude that land which we do not own.

A good survey showing the approximate 3.15 acre parcel that had the asphalt section removed is Alan Reid's survey of 1995 in your packet.

*DECREE IS AVAILABLE
FROM Ed CONNELL (444-3415)
IF YOU WISH TO REVIEW.*

[Signature]

*does NOT
Remove Asphalt
Section*

3.09 is NET acreage

APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE

Complete Summary Appraisal Report

PROJECT City's 20th St. Properties
COUNTY Washington
PARCEL # 765-15015-000
LOCATION S.School Ave. and 20th St., Fayetteville, AR
FEE OWNER City of Fayetteville
ADDRESS 113 W. Mountain St., Fayetteville, AR 72701
ESTATE APPRAISED Fee Simple
AREA OF SUBJECT PROPERTY 3.15 acres or 137,214 sq.ft.

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

Land	\$343,000
Improvements (None)	\$ 0
Total	\$343,000

FAIR MARKET VALUE OF SUBJECT PROPERTY

\$343,000

As of the 9th of October 2001

ALLOCATION OF FAIR MARKET VALUE OF SUBJECT PROPERTY

Fee Simple 137,214 sq.ft. @ \$2.50/sq.ft. = \$343,035
Trees Included in Fee Simple Land Value
Improvements: None
Total Land, Trees, & Improvements
Total Value

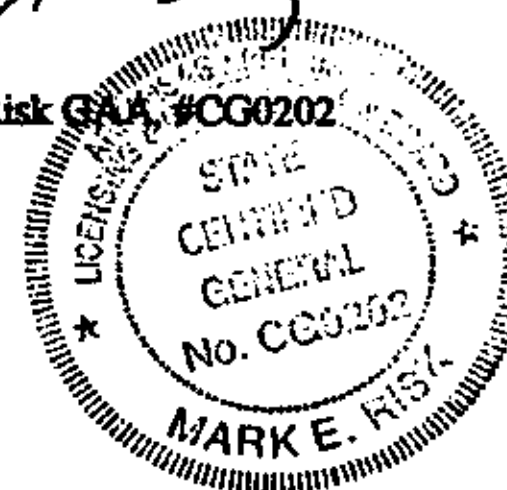
Say \$343,000
\$ 0
\$ 0
\$ 0
\$343,000

Say **\$343,000**

ATTACHMENTS:

- ☒ Certificate of Appraiser
- ☒ Photographs
- ☒ Site, H&B Use Narrative
- ☒ Legal Description
- ☒ Market Data Approach
- ☒ Plat Map/Survey
- ☒ Tax Assessment Card

Appraiser, Mark E. Risk GAA #CG0202



APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE

Complete Summary Appraisal Report

PROJECT City's 20th St. Properties
COUNTY Washington
PARCEL # 765-15027-000
LOCATION S.School Ave. and 20th St., Fayetteville, AR
FEE OWNER City of Fayetteville
ADDRESS 113 W. Mountain St., Fayetteville, AR 72701
ESTATE APPRAISED Fee Simple
AREA OF SUBJECT PROPERTY .93 acres or 40,511 sq.ft.

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

Land	\$122,000
Improvements (None)	\$ 0
Total	\$122,000

FAIR MARKET VALUE OF SUBJECT PROPERTY

\$122,000

As of the 9th of October 2001

ALLOCATION OF FAIR MARKET VALUE OF SUBJECT PROPERTY

Fee Simple	40,511sq.ft. @ \$3.00/sq.ft. = \$121,533	Say	\$122,000
Trees	Included in Fee Simple Land Value	\$	0
Improvements:	None	\$	0
Total Land, Trees, & Improvements		\$	0
Total Value			\$122,000

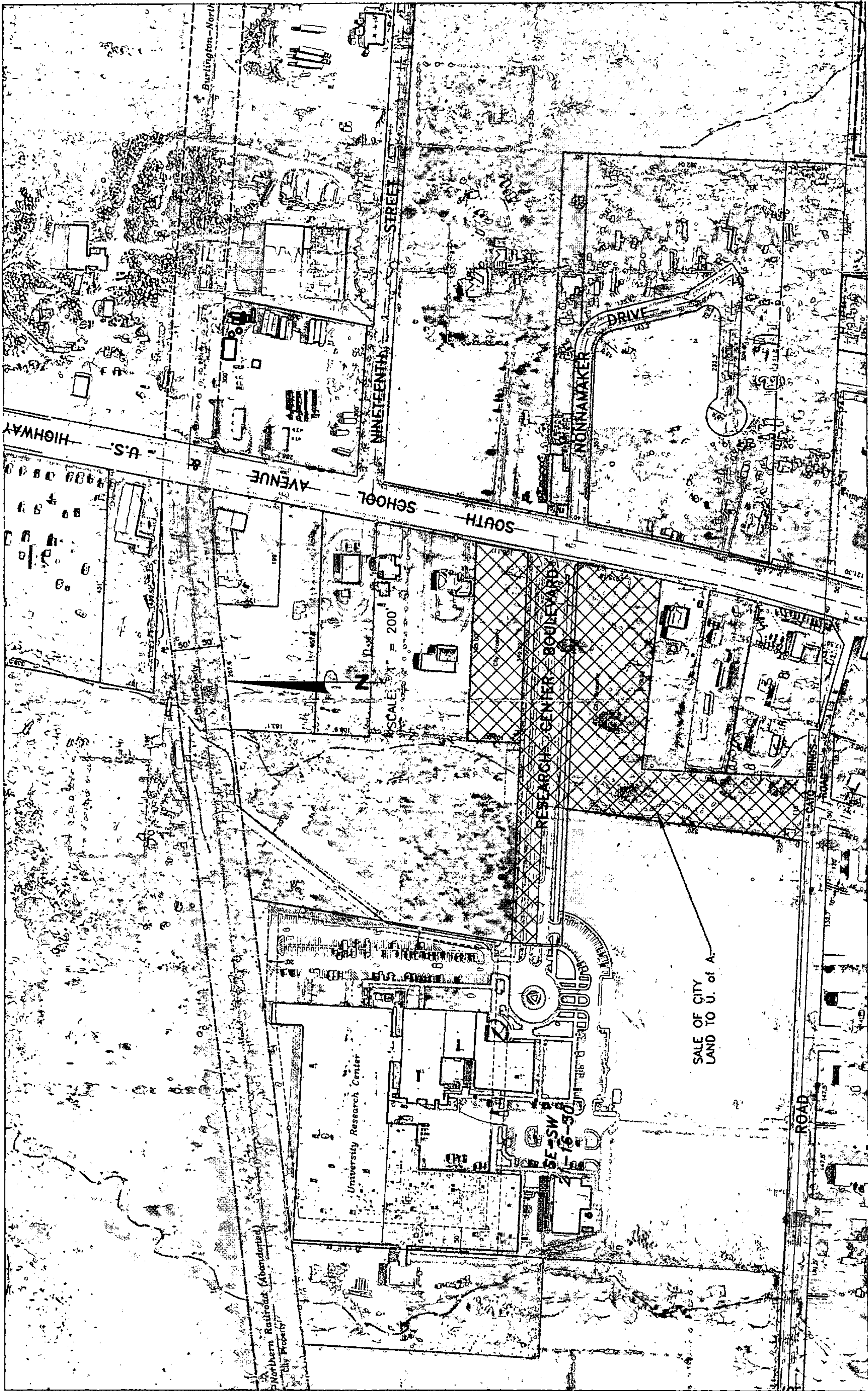
Say **\$122,000**

ATTACHMENTS:

☒ Certificate of Appraiser
☒ Photographs
☒ Site, H&B Use Narrative
☒ Legal Description
☒ Market Data Approach
☒ Plat Map/Survey
☒ Tax Assessment Card


Appraiser, Mark E. Risk GAA, #CG0202





STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of December 4, 2001

FROM:

Ed Connell
Name

Engineering
Division

Public Works
Department

ACTION REQUIRED: The passage of a resolution approving the Offer and Acceptance Contract between the City of Fayetteville and Bryan Walker III., dated August 13, 2001, for the sale of 32.91 acres of land in a part of the SW-SE-21-16-30 for a price of \$360,000, plus associated closing costs where applicable. Approve a budget adjustment

COST TO CITY:

\$ 360,000
Cost of this Request

\$ 161,300
Category/Project Budget

Land Acquisition
Category/Project Name

1010-6600-5805.00
Account Number

\$ 157,860
Funds Used To Date

Program Name

NA
Project Number

\$ 3,460
Remaining Balance

General fund
Fund

BUDGET REVIEW:

☐ Budgeted Item

☒ Budget Adjustment Attached

[Signature]
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marsha Fawcett 11/26/01
Accounting Manager Date

Danny Smith 11/26/01
Internal Auditor Date

[Signature] 11/26/01
City Attorney Date

ADA Coordinator Date

Not Available
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommends approval of the contract and the purchase of the property for the purpose of future development of a business and light industrial park in conjunction with the University and the Genesis Center.

Jim Beavers 11-20-01
Division Head Date

Cross Reference

[Signature] 11-27-01
Department Director Date

New Item: Yes ☐ No ☐

[Signature] 11/27/01
Administrative Services Director Date

Prev Ord/Res #:

[Signature] 11/27/01
Mayor Date

Orig Contract Date:

STAFF REVIEW FORM

Description Purchase 32.91 Acres from Bryan Walker III, located along 19th Street Meeting Date December 4, 2001

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

**City of Fayetteville, Arkansas
Budget Adjustment Form**

Budget Year 2001	Department: General Fund Division: Miscellaneous Program:	Date Requested 11-26-01	Adjustment #
-------------------------	---	--------------------------------	--------------

Project or Item Requested: Additional funding is requested for the purchase of property from Bryan Walker III.	Project or Item Deleted: None. Funding for this transaction is from the sale of land to the
---	--

Justification of this Increase: The additional funding is needed to purchase land along South School Street at 19th Street near the Engineering Research Center "Genesis" site.	Justification of this Decrease: Not Applicable.
--	--

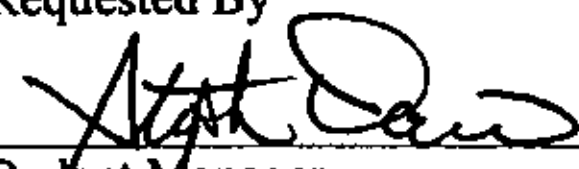
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Land	360,000	1010 6600 5805 00	
Use of Fund Balance	99,000	1010 0001 4999 99	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Gain/Loss of Sale of Assets	459,000	1010 0001 4881 02	

Approval Signatures

Requested By  Budget Manager	Date 11-27-01 Date
Department Director	Date
Fin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type:	A	B	C	D	E
Date of Approval					
Posted to General Ledger					
Posted to Project Accounting					
Entered in Category Log					

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: November 19, 2001

TO: Fayetteville City Council

Thru: Dan Coody, Mayor
Greg Boettcher, Public Works Director
John Maguire, Economic Development Director
Jim Beavers, City Engineer *Jim Beavers*

FROM: Ed Connell, City Land Agent *Ed Connell*

RE: South Business Development Park
Purchase of 32± acres, M or L, from Henry Bryan Walker III

The City and the University of Arkansas have concluded that the "Genesis" program and the Engineering Center, located off of South School Ave. and Cato Springs Road, is to be the focal point for the development of businesses opportunities associated with the research and small scale developments that are created there. Right now, most of these developments are either located elsewhere in the state or exported out of state. The City and the University want to develop a business park which will allow these new businesses, some of them being high-tech, to remain in the Fayetteville area and close to the research/development experts in those fields.

The City and the Program Development Group of the U of A have looked at the possibilities of a park development around the Research Center on South School Ave. and Cato Springs Road. Together, we are looking for a minimum of 40 acres and up to 300 acres. When you look around the Research Center, North is a moderate area of flood plain with residential lands North of that; South of Cato Springs road is virtually all residential; West has a residential subdivision (McClinton's 2nd Addition) followed by residential and industrial close to the railroad tracks. The only available routing, at this time, for the development of a business park of any kind is to the East of School Avenue. There are undeveloped lands from School Avenue to Morningside Drive where it connects with the Fayetteville West Industrial Park. There is only a limited amount of undeveloped land surrounding the center itself.

The City's contribution to this overall effort includes the acquisition of lands and the development of infrastructure for such business park with the eventual sale of such lands to business establishments. .

Henry Bryan Walker III is sole owner of approximately 32± acres of undeveloped land along the total South side of 19th Street, fronting on School Ave. and extending East to the end of 19th Street (approx 1,965 feet). The remaining distance to Morningside Dr. is about 2640 feet and involves a number of property owners. With all of the above in mind and a specific client inquiring, the City purchased an option of "first refusal" on this land in May of this year. We paid Mr. Walker

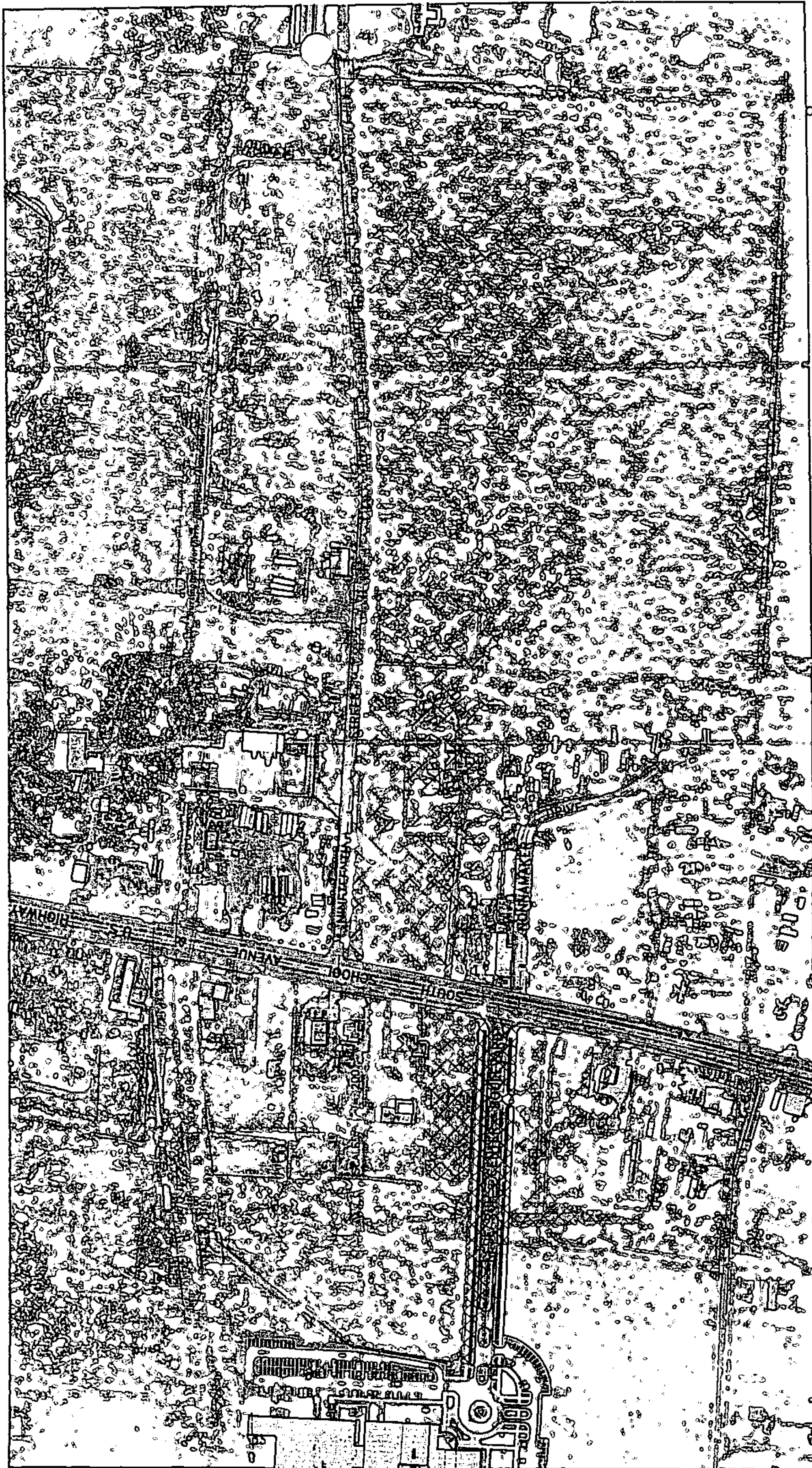
\$5,000 for that 90 day option, the amount being credited toward the purchase price if the City were to acquire the land. The land was appraised for \$365,000 as noted in the attached Summary sheet. Mr. Walker had two other offers (verbal) for the land during the above interim, one for \$350,000 and one for \$359,000. Neither, however, were in writing. The City became aware of these offers from other sources. On August 9th, the City made an offer to Mr. Walker for **\$360,000** which was accepted. The attached *Offer and Acceptance Contract* is presented herewith for City Council approval.

In considering the financing of this acquisition, the City Administration would like to sell to the University of Arkansas approximately 4.0 acres of land which it owns on the West side of School Ave. at 20th Street (Research Center Blvd.). The University Board of Trustees approved the purchase of said land during their meeting of November 16, 2001. The City has had these two parcels appraised, the net value being \$459,000 or about \$100,000 above the appraised/offer value of the Walker property. We are awaiting our copy of the *Offer and Acceptance* document from the UofA which will be attached to this document. Closing will occur within 30 days after your approval of the previous agenda item.

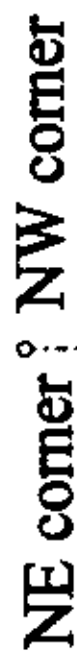
This acquisition would be a start to the needed development of a Business Park on the South side of Fayetteville. The corridor will be narrow but needs to eventually extend to Morningside Drive and the Industrial Park.

The sight proposed for purchase is adjacent a closed metal plating shop, now having moved almost 20 years ago. To ensure that contamination has not migrated into the site of the proposed to purchase, and to avoid later environmental liabilities, the City had soil samples taken both along the nearest probable line to the former metal plating facility as well a sample close to the center of the West portion of the property for background data. The testing found no evidence of metals contamination of the subject property. See attached letter from Terracon.

It is the opinion of the administration that this approach will benefit the economic and business development in our city while taking advantage of the research and development expertise of the university personnel and the grants they work under. The aggressive entrepreneur, who is willing to undertake a new business venture with a modest size facility, needs to be close to technology leaders. Your positive approval of this purchase will allow us to get started. If you have any questions, you can go through administrative channels or contact me directly at 444-3415.

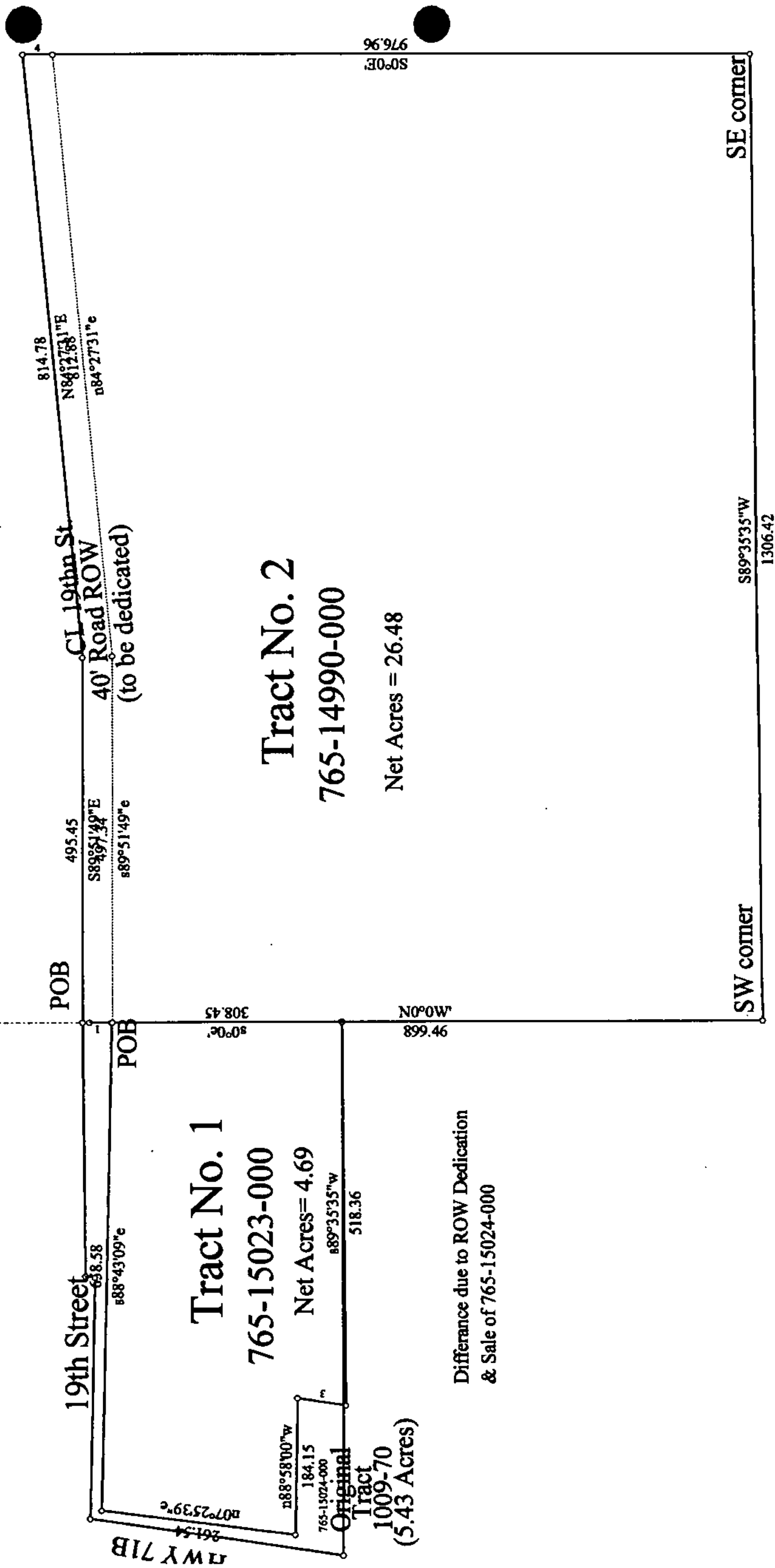


D.O.



SW-SE-21-16-30

SE-SE-21-16-30



APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE

Complete Summary Appraisal Report

PROJECT Pt. of the SE ¼ of Sec. 21, T16N, R30W (Henry Bryan Walker III Properties)
COUNTY Washington
PARCEL # 765-15023-000 & 765-14990-000
LOCATION S.School Ave. and 19th St., Fayetteville, AR
FEE OWNER Henry Bryan Walker III
ADDRESS 1954 S. School Ave., P.O. Box 164, Fayetteville, AR 72702
ESTATE APPRAISED Fee Simple
AREA OF SUBJECT PROPERTY 31.62 acres

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

Land	\$365,000
Improvements (No Contributory Value)	\$ 0
Total	\$365,000

FAIR MARKET VALUE OF SUBJECT PROPERTY **\$365,000**

As of the 19th of June 2001

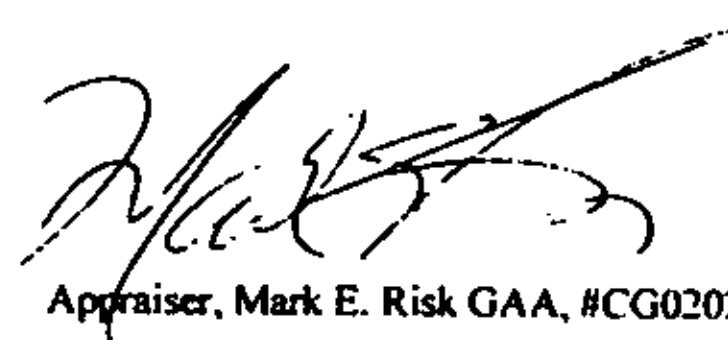
ALLOCATION OF FAIR MARKET VALUE OF SUBJECT PROPERTY

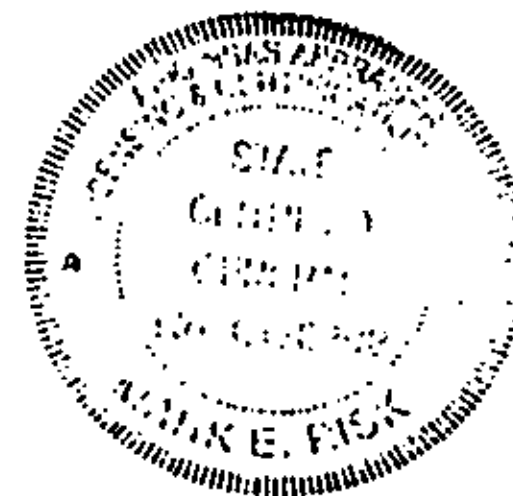
Fee Simple	31.62 Acres @ \$11,500/Acre	= \$ 363,630	Say	\$ 365,000
Trees	Included in Fee Simple Land Value			\$ 0
Improvements:	Old House - No Contributory Value			\$ 0
Total Land, Trees, & Improvements				\$ 0
Total Value				\$ 365,000

Say **\$365,000**

ATTACHMENTS:

☒ Certificate of Appraiser
☒ Photographs
☒ Site, H&B Use Narrative
☒ Legal Description
☒ Market Data Approach
☒ Plat Map
☒ Tax Assessment Card


Appraiser, Mark E. Risk GAA, #CG0202



OFFER AND ACCEPTANCE CONTRACT

The City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as the Buyer, offers to buy, subject to the terms and conditions set forth herein, the following described property:

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of \$ 360,000.00.
3. **Contingent Earnest Money Deposit:** The Buyer has tendered a check for \$5,000.00 to Henry Brian Walker III, hereinafter referred to as the Seller, as option/earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be retained by the Buyer as option liquidated damages. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.
4. Conveyance will be made to the Buyer by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by the Seller.
5. The Seller shall furnish a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the Buyer. Buyer and Seller shall equally share in the cost of said title insurance.
6. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.
7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.
8. The closing date is designated to be within ⁹⁰ 30 days after approval of this contract by the Fayetteville City Council. A date of closing will be established between the parties after approval of the Fayetteville City Council.

OFFER AND ACCEPTANCE CONTRACT

Page 2 of 5

9. Seller and Buyer to equally share (50/50) closing costs to the title company.
10. Possession of the property shall be delivered to the Buyer on the date of closing.
11. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.
12. All fixtures, improvements and attached equipment are included in the purchase price.
13. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
14. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge. Upon acceptance of all conditions and terms of this Offer and Acceptance, Buyer and Seller shall share equally the costs of any and all testing for the existence of environmental hazards. Should the existence of environmental hazards be known or determined, Seller shall cure such, at Seller's expense, or in the alternative, at Buyer's discretion, Buyer may cure such environmental hazard, and Seller shall indemnify Buyer for all costs associated with said cure.
15. This agreement shall be governed by the laws of the State of Arkansas.
16. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
17. This contract expires, if not accepted on or before the 30th day of September, 2001.
18. **NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID. IF THIS OFFER TO PURCHASE IS NOT APPROVED BY THE FAYETTEVILLE CITY COUNCIL, SELLER SHALL RETAIN THE \$5,000.00 OPTION/EARNEST MONEY DEPOSIT.**

OFFER AND ACCEPTANCE CONTRACT

Page 3 of 5

SELLER:

Henry Brian Walker III

Henry Brian Walker III

Date: 08-13-01

AGENT OR WITNESS:

Date: _____

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Dan Coody

Dan Coody, Mayor

Date: 8/8/01

Quina Roberts

Heather Woodruff, City Clerk
Deputy Clerk

Date: 8-8-01

(SEAL)

OFFER AND ACCEPTANCE CONTRACT

Page 4 of 5

EXHIBIT "A"
PROPERTY DESCRIPTION

Parcel Number: 765-15023-000:

Part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Twenty-one (21), Township Sixteen(16) North, Range Thirty (30) West of the 5th P. M., Washington County, Arkansas described as beginning at a point 447.52 feet South of the Northeast corner of said forty acre tract; thence south 308.45 feet; thence North 89° 35' 35" West 518.36 feet; thence North 9° 04' 00" East 65.00 feet; thence South 88° 58' 00" East 184.15 feet; thence North 7° 25' 39" East 261.54 feet; thence South 88° 43' 09" 658.58 feet to the Point of Beginning, containing 4.69 acres, more or less, subject to easements and rights of way of record,

And

Part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 21, Township 16 North, Range 30 West of the 5th P.M., Washington County, Arkansas, lying South of the centerline of an East-West Road (now 19th Street) and being more particularly described as follows, to-wit: Beginning at a point in the centerline of said road (now 19th Street) which is 408.33 feet South of the Northwest corner of the SE¼ of the SE¼ of said Section 21; thence along the centerline of said roadway S89° 51' 49" East 495.45 feet; thence North 84° 27' 31" East 814.78 feet to the East line of the forty acre tract; thence with said East line South 976.96 feet to the SE corner of said forty acre tract; thence along the south line of said forty acre tract West 1306.42 feet to the SW corner of said forty acre tract; thence along the West line of said forty acre tract North 899.46 feet to the Point of Beginning and containing 27.68 acres, more or less, subject to all that portion of land lying and being situated in the road along the North side thereof and easements of record.

SIGNED FOR IDENTIFICATION:

SELLER:



Henry Brian Walker III

BUYER:

The City of Fayetteville, Arkansas,
a municipal corporation

BY:



Dan Coody, Mayor

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Henry Brian Walker III**, to me well known as the person who executed the foregoing document and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

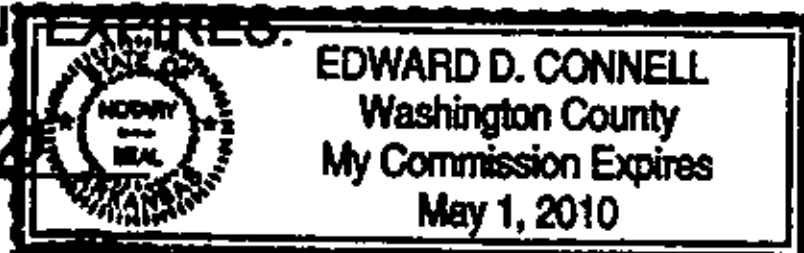
WITNESS my hand and seal on this 13th day of August, 2001

Edward D. Connell

Notary Public

MY COMMISSION EXPIRES

05-01-2010



ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan Coody and Heather Woodruff**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that they are the **Mayor and City Clerk** of the **City of Fayetteville, Arkansas**, a municipal corporation, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

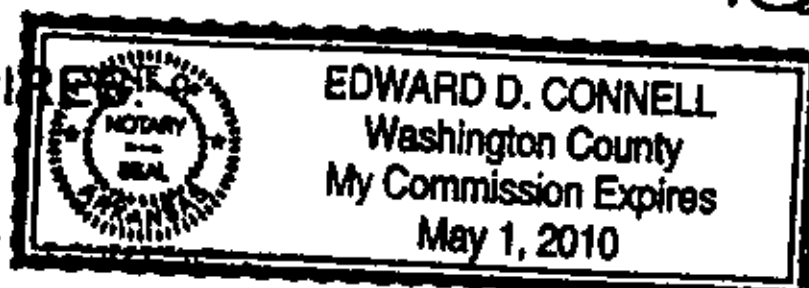
WITNESS my hand and seal on this 8th day of August, 2001.

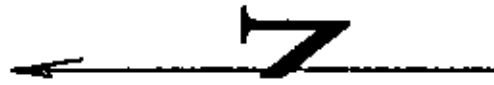
Edward D. Connell

Notary Public

MY COMMISSION EXPIRES

05-01-2010





SW-SE-21-16-30

SE-SE-21-16-30

NE corner NW corner

408.33'

19th Street

638.58

S88°43'09"E

261.54'

N07°25'39"E

184.15

N88°58'00"W

765-15024-000

Original

Tract

1009-70

(5.43 Acres)

Tract No. 1

765-15023-000

Net Acres = 4.69

S89°35'35"W

518.36

Difference due to ROW Dedication
& Sale of 765-15024-000

POB

POB

495.45

S89°51'49"E

S89°51'49"E

CL 19th St

40' Road ROW

(to be dedicated)

814.78

N89°27'31"W

N89°27'31"W

Tract No. 2

765-14990-000

Net Acres = 26.48

97°66'S

308.45

S0°0'E

SW corner

S89°35'35"W

1306.42

SE corner

976.96

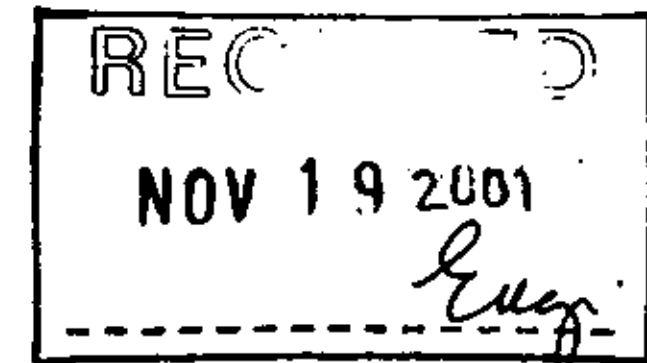
S0°0'E

Terracon

10930 East 56th St.
Tulsa, OK 74146
(918) 250-0461 Fax: (918) 250-4570

November 16, 2001

Mr. Jim Beavers, P.E.
City Engineer
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701



Phone: (501) 575-8206
Fax: (501) 575-8202

Re: Report for Limited Environmental Site Investigation
Walker III Property
South School Avenue
Fayetteville, Arkansas
Terracon Project No. 53017069

Dear Mr. Beavers:

Terracon is pleased to submit the following Limited Environmental Site Investigation (ESI) report for the above referenced property. This investigation was performed in accordance with Terracon Proposal No. 5301137 dated October 24, 2001.

The objective of the ESI was to evaluate the presence of the eight RCRA metals in the on-site shallow soils as a result of the historical operations at the adjacent facility which reportedly operated as a chrome plating facility.

Soil Boring Installation

A total of five shallow hand auger soil borings were advanced on site (see attached Figure 1). Four of the soil borings (HA-1 through HA-4) were advanced along the property boundary between the Walker property and the adjacent former chrome plating facility. In addition, one of the soil borings (HA-5) was advanced near the center of the Walker property as a "background" location. The hand auger soil borings were advanced to a depth of 18 inches. Soil samples were collected continuously using a hand auger to document lithology, color, and relative moisture content.

The borings encountered approximately 3 inches of topsoil underlain by brown clayey gravel to a depth of 12 inches (probable fill material). The gravel was underlain by a tan and brown clay to the termination of each boring at 18 inches. Terracon assumes that the upper 18 inches of soil have been present during the operation of the adjacent facility.

Sampling equipment was decontaminated using an Alconox[®] detergent wash and potable water rinse prior to commencement of the project and between collection of each sample. Following completion of sampling activities, borings were backfilled with bentonite pellets and covered at the surface with soil.

Soil Sampling and Analytical Laboratory Program

Terracon's soil sampling program consisted of the following:

- Collection of the following three composite soil samples from each soil boring: surface to 6-inch interval, 6 to 12-inch interval, and 12 to 18-inch interval.

Following the collection of the soil samples, each sample was placed in laboratory prepared containers, labeled, and placed in a cooler which will be secured with a custody seal. The samples and completed chain-of-custody forms were transported to ERMI Environmental Laboratories for analysis.

A total of five soil samples collected from the soil boring were analyzed for the eight RCRA metals utilizing EPA SW-846 Method 6010/7000.

Summary of Analytical Results

The results of the laboratory analysis are presented in the following table. The soil samples collected from the 6 to 12-inch interval and the 12 to 18-inch interval were placed on hold pending the analytical results of the 0 to 6-inch interval.

Soil Sample Results – Total RCRA Metals Walker III Property South School Road Fayetteville, Arkansas									
Sample ID	Sample Depth (in)	Arsenic (mg/Kg)	Barium (mg/Kg)	Cadmium (mg/Kg)	Chromium (mg/Kg)	Lead (mg/Kg)	Mercury (mg/Kg)	Selenium (mg/Kg)	Silver (mg/Kg)
HA-1	0 – 0.6"	8.4	46.0	1.3	26.0	66.0	<0.2	<1.0	0.5
HA-2	0 – 0.6"	7.8	47.0	<0.2	29.0	17.0	<0.2	<1.0	<0.35
HA-3	0 – 0.6"	8.2	56.0	0.35	25.0	25.0	<0.2	1.0	0.7
HA-4	0 – 0.6"	12.0	180.0	0.55	36.0	52.0	<0.2	2.2	1.1
HA-5	0 – 0.6"	6.5	59.0	<0.2	27.0	24.0	<0.2	<1.0	<0.35
Residential Screening Level		22.0	5,400.0	39.0	210.0	400.0	23.0	390.0	390.0
Commercial Screening Level		320.0	83,000.0	630.0	450.0	2,000.0	380.0	6,400.0	6,400.0
Soil to Groundwater Protection Level		NA	82.0	810.0	2.0	NA	NA	0.3	2.0
Range of Concentrations*		2.6-27	200-1000	**	10-150	BDL-70	0.02-0.15	<0.1-2.5	**

* From "Elements In North American Soils" by James Dragun, Ph.D. and Andrew Chiasson

** Data not available for Arkansas

NA – value not calculated by the EPA

mg/Kg – milligrams per kilogram

The soil samples were analyzed for eight RCRA metals. The results of the laboratory analysis were compared to the EPA Region 6 Human Health Medium-Specific Screening Levels for both residential and commercial applications. These are levels (concentrations) at which the EPA has concluded that concentrations below these values do not pose a threat to human health or the environment. The values listed in the table above are the lowest (most conservative) risk-based screening values for residential and commercial application. In addition, the Soil to Groundwater Protection Level (soil concentration level below which you would not expect contaminants to migrate to the groundwater in sufficient concentrations to be of concern) have been listed in the table.

Laboratory analysis of the soil samples did not identify concentrations of the eight metals above the referenced residential soil screening levels or commercial soil screening levels. In addition, the concentrations of metals in these soils appears to be within the range of naturally occurring concentrations for those metals (according to "Elements in North American Soils" by James Dragun, Ph.D. and Andrew Chiasson). Concentrations of barium, chromium, and selenium in several of the soil samples exceeded the referenced soil to groundwater protection level. However, it should be noted that the soil to groundwater protection level for those three metals

is within the range of naturally occurring background levels in Arkansas. In addition, the results of samples HA-1 through HA-4 collected from along the property line are similar to that of the "background" sample, HA-5.

Based on the results of the soil sample analysis, it does not appear that the portion of the Walker III Property adjacent to the former industrial facility has been impacted by the eight metals listed above. Based on the analytical laboratory results, the deeper soil samples from each boring location were not analyzed.

Closing

The ESI Report was prepared for the exclusive use and reliance of the City of Fayetteville. Use or reliance by any other party is prohibited without the written authorization of the City of Fayetteville and Terracon.

Reliance on the ESI Report by the client and all authorized parties is subject to the terms, conditions, and limitations stated in the Terracon's Terms and Conditions. The limitation of liability defined in the Terms and Conditions are the aggregate limit of Terracon's liability to the client and all relying parties.

The analysis, comments and recommendations presented in the written report were based on the information collected as discussed in this report. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report.

Terracon's services were performed in a manner consistent with generally accepted practices of the professional undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, either expressed or implied, regarding the findings, conclusions or recommendations.

Findings, conclusions and recommendations resulting from these services were based upon information derived from the most recent on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during this ESI. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, and our

Limited ESI – Walker III Property
Project No. 53017069
November 16, 2001

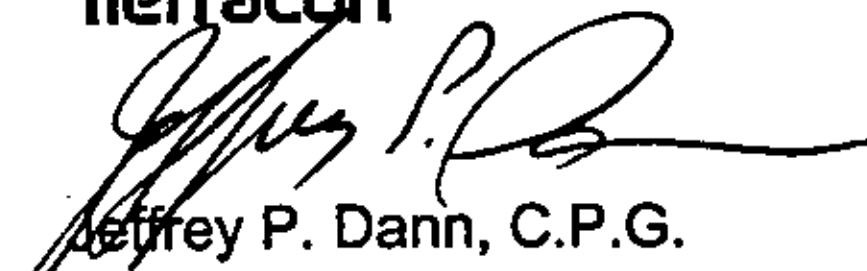
Terracon

recommendations was based solely upon data obtained at the time and within the scope of these services.

We appreciate the opportunity to provide this service to the City of Fayetteville. If you should have any questions or comments regarding this report, please contact either of the undersigned.

Sincerely,

Terracon



Jeffrey P. Dann, C.P.G.
Environmental Department Manager



Victoria Y. Potratz
Senior Project Manager

19TH STREET

SOUTH SCHOOL STREET

WALKER III PROPERTY

HA-5

HA-1

HA-2

HA-3

FORMER CHROME
PLATING FACILITY

HA-4

NONNAMAKER DRIVE



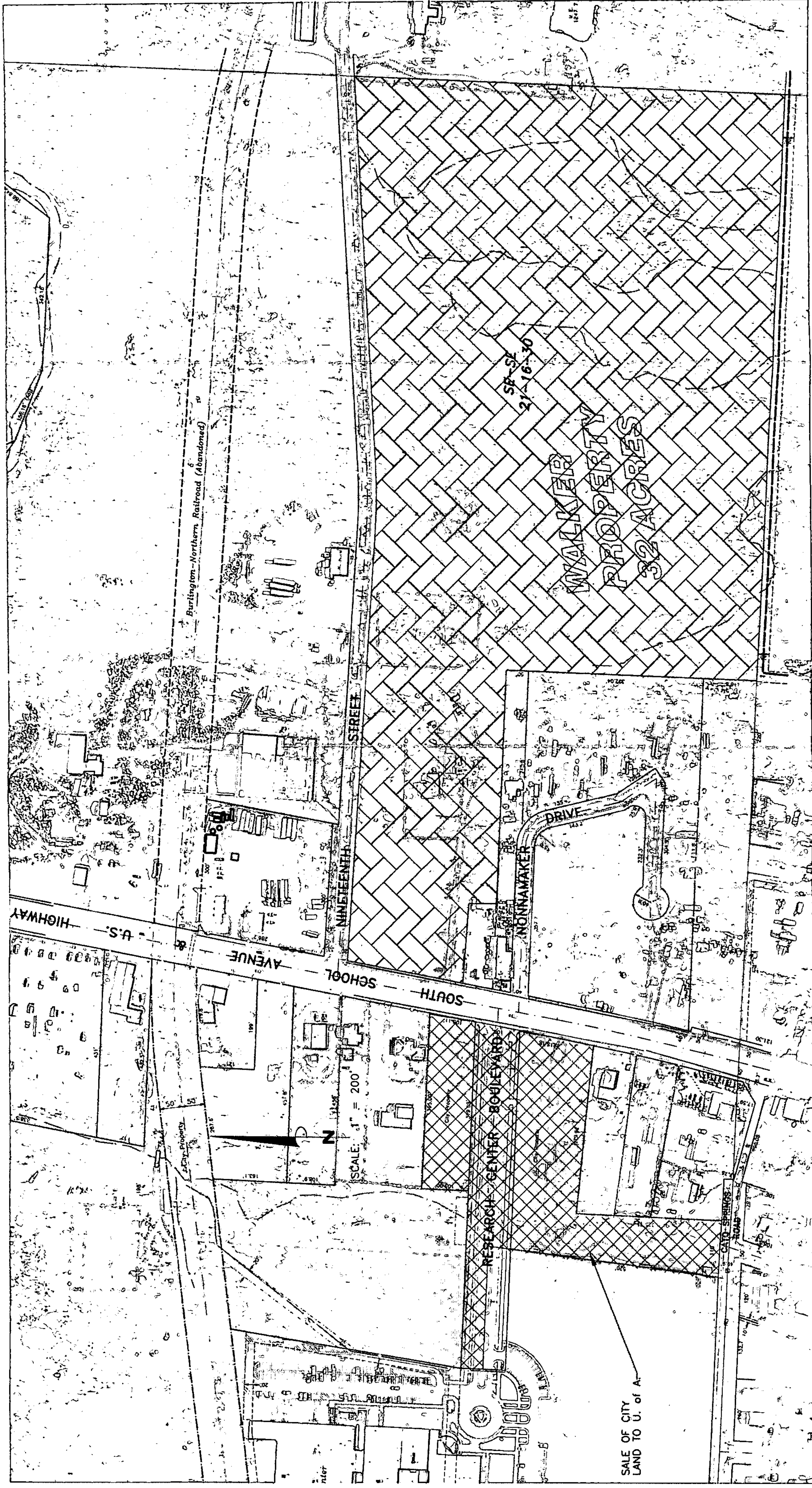
PROPOSED BORINGS
WALKER III PROPERTY
SOUTH SCHOOL STREET
FAYETTEVILLE, ARKANSAS
FOR CITY OF FAYETTEVILLE

Project Mgr:	JPD	Project No.	53017069
Designed By:	JPD	Scale:	1" = 80'
Checked By:	JPD	Date:	11/14/01
Approved By:	TDK	Drawn By:	RCT
File Name:	53017069 L(1)	Figure No.	1

Terracon

10930 East 56th Street
Tulsa, Oklahoma 74146

DIAGRAM IS FOR GENERAL LOCATION ONLY,
AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES



Abandoned Burlington-Northern Railroad

NINETEENTH STREET

SCHOOL AVENUE

SOUTH

RESEARCH CENTER BOULEVARD

NONAMAKER DRIVE

WALKER PROPERTY
32 ACRES

SP. ST.
21-16-30

SCALE: 1" = 200'

SALE OF CITY
LAND TO U. of A.

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of DECEMBER 4, 2001
FROM:

DON BAILEY PERSONNEL ADMIN. SERVICES
Name Division Department

ACTION REQUIRED:

RENEWAL OF BCBS GROUP MEDICAL CONTRACT FOR POLICY YEAR 1-1-2002 THROUGH 12-31-2002

COST TO CITY:

\$ *	\$ *	
Cost of this Request	Category/Project Budget	Category/Project Name
<u>VARIOUS</u>	\$ 0	
Account Number	Funds Used To Date	Program Name
	\$ *	
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Manager _____ Administrative Services Director _____

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager	Date	Internal Auditor	Date
City Attorney	Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:

ADOPT PLAN WITH EITHER A 300 OR A 500 DOLLAR DEDUCTIBLE

Don Bailey 11-19-01
Division Head Date

Cross Reference

Department Director _____ Date

New Item: Yes No

Administrative Services Director _____ Date

Prev Ord/Res #: _____

Mayor _____ Date

Orig Contract Date: _____

Orig Contract Number: _____

\\DATA\BLANKFOR\AGENDA.BLK

* COST CONTINGENT ON EMPLOYER/EMPLOYEE ALLOCATION TO BE DETERMINED BY THE COUNCIL AS NOTED ON PAGE 3 OF ATTACHED LETTER. MAXIMUM PLAN COST TO THE CITY BASED ON THE AUGUST 2000 CENSUS AND ASSUMING THE CITY FUNDS 100% OF THE COST INCREASE IS:

@ 300 DEDUCTIBLE \$2,618,266

@ 500 DEDUCTIBLE \$2,302,366

EXAMPLES OF PREMIUM ALLOCATIONS ARE LISTED ON ATTACHMENT F.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and The Fayetteville City Council

FROM: Ted Webber, Administrative Services Director
Don Bailey, Personnel Director *DB*

DATE: November 16, 2001

SUBJECT: Employee Group Health Contract Renewal

The contract renewal date for the City's Blue Cross Blue Shield Group Health and Endorsed Dental Plan is January 1, 2002. Our current group contract was adopted by the Council 01-01-98. The term of this contract is for one year with four additional one year options for renewal to be exercised annually with the agreement of the City and Blue Cross. Exercising the 01-01-02 renewal is the fourth of the four one-year options for renewal.

The plan has consistently incurred unfavorable loss ratios over the past five years due to the escalating medical and drug cost. Although costly, this trend has proven manageable until the year 2002. The extreme escalation during the past 12 months however, is a wake up call that we cannot afford to maintain the current schedule of benefits. If we make no change, a combined rate increase of 53.7% is required. Based on a current participant count, a 53.7% increase equals \$1,128,453 annually.

There is no question that the cost of a major illness can lead to financial ruin of an individual without insurance protection. Major illness however has not been the defining component driving up the costs in the City's plan. Drug cost is a significant issue and linked to drugs are the office visits for minor illnesses with the demand for expensive name brand antibiotics.¹ There is considerable empirical evidence that the demand for medical services and drugs to treat these non-threatening illnesses is driven by the pharmaceutical promotional advertising and society's demand for an instant cure.² An economic incentive, ie cost sharing, which causes the consumer of medical services to more critically evaluate the alternatives, is perhaps the only viable answer to mitigate some of the plan cost escalation.³

¹ See Attachment "A" for additional facts specific to our plan.

² See Attachment "B" for facts pertaining to avoidable costs.

³ See Attachment "C" for 2002 recommended policy changes.

Access to medical services in Northwest Arkansas under any group plan, whether insured or self insured with a third party administrator, is accomplished through either the insurance company's proprietary network or a "rented" network. Otherwise, the patient and/or the plan is charged a "retail" cost for the visit or procedure. All of our references and research indicate Blue Cross has the most aggressive network cost control system of any network in the state. A network which effectively negotiates discounts plus conducts a stringent administrative audit can yield substantial savings.⁴

Acceptable competitive alternative sources of coverage for a large group in Fayetteville is virtually nonexistent. A number of negative factors confront healthcare underwriters when determining whether or not to compete in the Arkansas market.⁵ These factors have had a marked influence on the healthcare delivery system in Arkansas. Given the market situation we requested assistance from four sources other than Blue Cross for recommendations, possible options and other assistance in formulating a course of action. The Municipal League was requested to provide details of their group health plan. Their plan is bundled with some minimum life coverage. The coverage provided in some respects is less than we now have and in others duplicates coverage in our life products. The principle reasons for not giving this plan further consideration are (1) the City has no input or control over terms and conditions of the policy, (2) the policy is not subject to regulation by the Office of the State Insurance Commissioner and (3) the policy is written only for a term of six months, ie. the premium could change semi-annually.

Hagan Newkirk, an insurance, benefits and financial planning company in Little Rock, and Watson Wyatt, a benefits consulting firm with a nationwide presence, were requested to advise any options for coverage they could recommend. Each recommended as a source for insured coverage Blue Cross, United Health Care, AETNA and Signa who have a presence in Arkansas or as an alternative, self insurance with a third party administrator. However, of these companies, only Blue Cross has negotiated inclusion of Washington Regional Hospital in their network of healthcare facilities. There are two recommended third party administrators in Arkansas, US Able Administrators (a Blue Cross subsidiary) and CBS. Only US Able has Washington Regional Hospital in its network.

⁴See Attachment "D" for Aug 00 - July 01 cost savings report summary.

⁵See Attachment "E" for listing of factors.

The City employee group is large enough to be fully creditable, ie. independently rated as to risk. We have initiated a study to determine if retaining a Third Party Administrator and becoming self insured would result in a lower total program cost and/or if it is feasible. Given the status of healthcare economics, a number of questions must be considered such as: (1) should we terminate an insured plan at this time if there is a possibility future coverage would be difficult to purchase if self insurance proved unsatisfactory, (2) total cost of a third party administrator services, (3) cost and availability of stop loss, (4) large claims and organ transplant reinsurance, (5) the financial risk and variability of month to month charges, (6) assumption of plan design responsibility vs hiring a risk management consultant and (7) the possibility the additional administrative workload would require an additional staff employee.

Further study is underway to evaluate the viability of self-retained risk, a mailorder prescription option, defined contribution healthcare benefits, or other options that might be suggested. These are complex and substantial issues requiring careful evaluation. Any conclusions likely will not be available until early 2002.

Irrespective of how the health plan insurance may be administered in the future, the current escalating medical and drug cost trends suggest the only alternative to much higher employer costs is to shift more of the cost burden to the employees by perhaps adopting a plan limited to catastrophic coverage only with a deductible approaching \$1,000.00.

Recommended alternative policy changes for the year 2002 are summarized on Attachment "C". These changes were identified as yielding the greatest premium reduction while maintaining essential coverage. If implemented with a deductible of \$300.00 these changes would reduce the 2002 cost increase to 34% or \$715,226. With a deductible of \$500.00 the premium would be further reduced to 19% or \$399,326.⁶

The group dental, paid 100% by employees, does not present the renewal challenge such as we face with the group medical. Access to dental care will improve utilizing Delta Dental's larger network in Northwest Arkansas and a small premium reduction was achieved. 2002 premium for an employee will be \$13.89 and family \$45.84. The 2001 rates were \$14.26 and \$49.97 respectively.

We recommend the Council adopt the 2002 group plans as amended with the deductible amount and the actual allocation of premium increase contingent on funding priorities established by Council action.

⁶See Attachment "F" for 2001/2002 premium comparison and allocation.



Arkansas
BlueCross BlueShield
An Independent Licensee of the Blue Cross and Blue Shield Association

CITY OF FAYETTEVILLE FAYETTEVILLE PUBLIC LIBRARY

Illness Burden	0.90
----------------	------

Cost vs Expected for Illness Burden	1.03
-------------------------------------	------

Top Eight Episode Types

- Rhino Sinusitis (common cold)
- Routine exam
- Earache
- Minor skin rash
- Neuropsychiatry/Behavior disorder
- Sore throat
- Bronchitis
- Minor neck or back disorder

Analysis:

The "Illness Burden" is a comparison of the overall health of the City of Fayetteville employees based on claim diagnoses compared to all Blue Cross statewide membership. The City of Fayetteville has an illness burden of .90, which means the employees have 10% less severity of illness than the state average. In general, groups with older, sicker employees will have an illness burden greater than 1.00; while younger, healthier groups will have an illness burden of less than 1.00. One would therefore expect the City of Fayetteville to have a per member cost of approximately 10% below the rest of the state if everything else such as benefits and the efficiency of the community were equal.

The "Cost vs Expected for Illness Burden" of 1.03 indicates that the City's employees consume health care at a 3% higher rate than would be expected if they are located in the typical Arkansas community. In reality, northwest Arkansas is more cost effective than the rest of Arkansas. Medical costs here average 12% less than the rest of the state due to significant efficiency efforts by the medical communities in both Fayetteville and Rogers. This would indicate therefore that the City's employees are actually consuming approximately 15% more health care dollars than would a similar group with their illness burden in Washington County.

National studies indicate that approximately 1/3 of all health care expenses are avoidable. Although some of these expenses are due to physician behavior, a significant contributor to this statistic is the fact that people today see physicians for more minor problems than they did in the past. In reviewing the top eight reasons for physician visits, the majority of this groups visits are for minor problems that would get better 80-90% of the time regardless of physician actions (colds, skin rashes, sore throats, bronchitis neck and back pain). This generally indicates a benefit level which encourages over utilization of medical services.

ATT. A

Impact of Potentially Avoidable Care Is Staggering!

- 1/3 of all health care costs are avoidable
Source: United States Senate Labor and Human Resource Committee
- 60% of primary care office visits result in no direct medical benefit
- 54% of emergency room visits are for non-urgent problems
- 50% regional variation between admits, length of hospital stay, and procedures
Source: Agency for Healthcare Research and Quality
- 50 million antibiotic prescriptions for colds and flu each year, which result in no benefit and cause harm in resistant organisms and allergic reactions.
Source: American Academy of Family Physicians



CITY OF FAYETTEVILLE FAYETTEVILLE PUBLIC LIBRARY

CHANGES EFFECTIVE 01-01-01	PROPOSED CHANGES EFFECTIVE 01-01-02
Dual Option CMM/PPO	PPO Option Only
Deductible raised from \$100 to \$200	Deductible raised from \$200 to \$300/\$500
Drug Card raised from \$3/\$10 to \$7/\$15/\$25	Drug Card raised from \$7/\$15/\$25 to \$10/\$30/\$50
	Adult wellness benefit reduced from 100% coverage to be subject to deductible and co-insurance. No change in Preventive Child Care. Adult limit raised to \$500 per calendar year. Members may go in or out-of-network.
	PSA test added to adult wellness, subject to deductible and co-insurance.
	Routine annual pelvic exam, pap smear and mammography benefit reduced from 100% coverage to be subject to deductible and co-insurance.
	Out-of-network stop-loss changed from \$4,000 to (-0-) no stop loss.

17:24

RUN TIME

GROUP # 024813,090041,024814,090042,090042
ASSOC - ALL

ARKANSAS BLUE CROSS AND BLUE SHIELD
CHARGE SUMMARY REPORT
CITY OF FAYETTEVILLE
LOB - MEDICAL & DRUG

EXPENDITURE PROFILE

	AUG99 - JUL00	AUG00 - JUL01	DIFFERENCE
	\$	\$	\$
REPORTED CHARGES	\$4,050,778	\$5,452,376	\$1,401,598
			34.6%
ADMINISTRATIVE SAVINGS			
DUPLICATE CHARGES	\$779,280	\$1,150,789	\$371,510
INCOMPLETE INFORMATION	\$205,270	\$228,920	\$24,650
INELIGIBLE MEMBER	\$33,009	\$49,115	\$16,107
SERVICE NOT COVERED	\$92,911	\$160,870	\$67,959
WORKERS' COMP CLAIMS	\$592	\$249	(\$343)
MEDICAL CLAIMS REVIEW	\$108,725	\$65,965	(\$42,760)
TOTAL	\$1,219,788	\$1,656,909	\$437,121
			35.8%
ELIGIBLE CHARGES	\$2,830,990	\$3,795,466	\$964,477
			34.1%
NEGOTIATED SAVINGS			
NON-PPO PROVIDERS*	\$735,181	\$608,414	(\$126,767)
PPO PROVIDERS+	\$105,874	\$489,224	\$383,350
TOTAL	\$841,055	\$1,097,639	\$256,584
			30.5%
NEGOTIATED CHARGES	\$1,989,935	\$2,697,828	\$707,893
			35.6%
PATIENT SHARE/COB/3RD PARTY	\$444,590	\$545,178	\$100,587
			22.6%
PROVIDER WITHHOLD	\$0	\$0	\$0
			0.0%
TOTAL PAYMENT	\$1,545,345	\$2,152,650	\$607,306
			39.3%

EXPENDITURE PER EMPLOYEE

	MEDICAL/DRUG	DENTAL	TOTAL	MEDICAL/DRUG	DENTAL	TOTAL	% DIFFERENCE
EMPLOYEES	570	0	570	591	0	591	3.6%
MEMBERS	1,299	0	1,299	1,341	0	1,341	3.3%
NEGOTIATED CHARGES/EMPLOYEE	\$3,489	\$0	\$3,489	\$4,566	\$0	\$4,566	30.9%
NEGOTIATED CHARGES/MEMBER	\$1,532	\$0	\$1,532	\$2,012	\$0	\$2,012	31.3%
PAID/EMPLOYEE	\$2,710	\$0	\$2,710	\$3,643	\$0	\$3,643	34.5%
PAID/MEMBER	\$1,190	\$0	\$1,190	\$1,605	\$0	\$1,605	34.9%
COMPLETION FACTOR FIRST YEAR	1.00		1.00				0.0%
COMPLETION FACTOR SECOND YEAR	1.00		1.00				0.0%
REGION - ALL							0.0%
JOINT VENTURE - ALL							0.0%
NETWORK - ALL							0.0%

* Negotiated savings are due to fee schedule and medical claims review reductions
+ Negotiated savings are due to fee schedule, PPO discounts and medical claims review reductions

**ARKANSAS BLUE CROSS AND BLUE SHIELD
DISTRIBUTION OF DOLLARS AND MEMBERS
CITY OF FAYETTEVILLE
LOB - MEDICAL & DRUG**

TOTAL PAYMENTS	AUG99 - JUL00				AUG00 - JUL01				DIFF. IN %		
	MEMBERS		PAID		MEMBERS		PAID		MEMBERS	PAID	
	#	%	CUM. %	\$	%	CUM. %	%	CUM. %			
< \$0	13	0.9%	0.9%	(\$29,235)	-1.9%	-1.9%	9	0.6%	0.6%	-33.3%	-96.8%
\$0	344	22.7%	23.5%	\$0	0.0%	-1.9%	370	23.5%	24.1%	3.6%	0.0%
\$1 - \$499	701	46.2%	69.8%	\$130,447	8.4%	6.5%	668	42.4%	66.5%	-8.2%	-40.7%
\$500 - \$999	178	11.7%	81.5%	\$128,547	8.3%	14.9%	169	10.7%	77.3%	-8.6%	-33.7%
\$1,000 - \$2,499	151	10.0%	91.5%	\$238,053	15.4%	30.3%	188	11.9%	89.2%	19.9%	-9.5%
\$2,500 - \$4,999	67	4.4%	95.9%	\$236,410	15.3%	45.6%	87	5.5%	94.7%	25.1%	-8.1%
\$5,000 - \$9,999	33	2.2%	98.1%	\$225,179	14.6%	60.1%	51	3.2%	98.0%	48.9%	13.1%
\$10,000 - \$14,999	19	1.3%	99.3%	\$228,254	14.8%	74.9%	11	0.7%	98.7%	-44.2%	-57.2%
\$15,000 - \$19,999	2	0.1%	99.5%	\$34,932	2.3%	77.2%	5	0.3%	99.0%	140.8%	83.6%
\$20,000 - \$24,999	2	0.1%	99.6%	\$48,757	3.2%	80.3%	3	0.2%	99.2%	44.5%	0.7%
\$25,000 - \$49,999	3	0.2%	99.8%	\$104,577	6.8%	87.1%	9	0.6%	99.7%	188.9%	113.2%
\$50,000 - \$75,000	2	0.1%	99.9%	\$107,454	7.0%	94.0%	2	0.1%	99.9%	-3.7%	-20.4%
\$75,000 - \$99,999	1	0.1%	100.0%	\$91,970	6.0%	100.0%	0	0.0%	99.9%	-100.0%	-100.0%
\$100,000+	0	0.0%	100.0%	\$0	0.0%	100.0%	2	0.1%	100.0%	0.0%	0.0%
TOTAL	1,516			\$1,545,345			1,574				\$2,152,650

REGION - ALL
JOINT VENTURE - ALL
NETWORK - ALL

REPORT # DW2009A
GROUP # 024813,090041,024814,090042,090042
ASSOC - ALL

RUN DATE 10/30/01
RUN TIME 17:25

ARKANSAS BLUE CROSS AND BLUE SHIELD
SUMMARY PLACE OF SERVICE
CITY OF FAYETTEVILLE
LOB - MEDICAL & DRUG

	AUG99 - JUL00			AUG00 - JUL01			DIFFERENCE	
	PAYMENT	%	COST/ MEMBER	PAYMENT	%	COST/ MEMBER	COST/ MEMBER	%
INPATIENT								
FACILITY	\$405,085	26.2%	\$312	\$699,402	32.5%	\$522	\$210	67.2%
PHYSICIAN	\$92,315	6.0%	\$71	\$173,159	8.0%	\$129	\$58	81.7%
TOTAL INPATIENT	\$497,400	32.2%	\$383	\$872,561	40.5%	\$651	\$268	69.9%
OUTPATIENT								
ER FACILITY	\$39,884	2.6%	\$31	\$43,261	2.0%	\$32	\$2	5.0%
FACILITY	\$178,040	11.5%	\$137	\$229,848	10.7%	\$171	\$34	25.0%
PHYSICIAN	\$95,824	6.2%	\$74	\$112,291	5.2%	\$84	\$10	13.5%
TOTAL OUTPATIENT	\$313,748	20.3%	\$242	\$385,401	17.9%	\$287	\$46	19.0%
PCP OFFICE	\$111,345	7.2%	\$86	\$143,955	6.7%	\$107	\$22	25.2%
SPECIALIST OFFICE	\$250,633	16.2%	\$193	\$345,622	16.1%	\$258	\$65	33.5%
DRUGS	\$321,421	20.8%	\$248	\$354,237	16.5%	\$264	\$17	6.7%
OTHER	\$50,797	3.3%	\$39	\$50,875	2.4%	\$38	(\$1)	-3.0%
DENTAL	\$0	0.0%	\$0	\$0	0.0%	\$0	\$0	0.0%
GRAND TOTAL	\$1,545,345	100.0%	\$1,190	\$2,152,650	100.0%	\$1,605	\$415	34.9%

COMPLETION FACTOR FIRST YEAR 1.00
COMPLETION FACTOR SECOND YEAR 1.00

REGION - ALL
NETWORK - ALL
JOINT VENTURE - ALL

Medipak claims are not included in this analysis.



Arkansas
BlueCross BlueShield
An Independent Licensee of the Blue Cross and Blue Shield Association

FACTORS INFLUENCING HEALTH CARE COSTS IN ARKANSAS

<u>Indicator</u>	<u>Rate</u>
• Women who receive first trimester prenatal care	9% <u>below</u> US Average
• Births to women under age 18	45% <u>above</u> US Average
• Infant Mortality	27% <u>above</u> US Average
• Low birth weight infants	15% <u>above</u> US Average
• Mortality from auto accidents	24% <u>above</u> US Average
• Mortality from all accidents	19% <u>above</u> US Average
• Mortality from heart disease	31% <u>above</u> US Average
• Mortality from cancer	25% <u>above</u> US Average
• Mortality from stroke	52% <u>above</u> US Average
• Mortality from emphysema	19% <u>above</u> US Average

*Data source is the U.S. Public Health Service.

ATT. E



Arkansas
BlueCross BlueShield
An Independent Licensee of the Blue Cross and Blue Shield Association

STATE HEALTH RANKING: ARKANSAS

Since 1990, Arkansas has failed to match other states' improvement in smoking, reduction in risk for heart disease, or decreases in infant mortality. The state has decreased the reported rate of infectious diseases.

	<u>2000</u>	<u>1999</u>	<u>1990</u>
<u>Overall Ranking</u>	46	50	47
<u>Lifestyle</u>			
Prevalence of Smoking	46	40	35
Motor Vehicle Deaths	42	45	47
Violent Crime	29	29	23
Risk for Heart Disease	47	46	19
High School Graduation	20	28	17
<u>Access</u>			
Unemployment	32	41	41
Adequacy of Prenatal Care	41	46	46
Lack of Health Insurance	42	48	45
Support for Public Health Care	42	41	41
<u>Occupational Safety & Disability</u>			
Occupational Fatalities	37	45	41
Limited Activity	40	47	49*
<u>Disease</u>			
Heart Disease	40	34	34
Cancer Cases	45	46	43
Infectious Disease	21	25	35
<u>Mortality</u>			
Total Mortality	45	42	35
Infant Mortality	44	38	30
Premature Death	47	45	43

*Data source is from the annual study by the United Health Group. Methodology may have changed since initial rankings.

ATT. E

AUGUST 1, 2001 GROUP MEDICAL (EXCLUDING DENTAL)

AUGUST CENSUS

COVERAGE	CLASS	NUMBER OF EMPLOYEES	MONTHLY PREMIUM	
CMM	SINGLE	51	\$197.16	\$10,055.16
CMM	FAMILY	49	\$477.13	\$23,379.37
PPO	SINGLE	209	\$159.84	\$33,406.56
PPO	FAMILY	283	\$382.60	<u>\$108,275.80</u>
				\$175,116.89 X 12 = \$2,101,403 ANNUALIZED 01

01-01-02 to 12-31-02 (PROJECTING AUGUST CENSUS) WITH A \$300.00 DEDUCTIBLE

2001 PREMIUM SCHEDULE

	SINGLE	FAMILY		
CMM				
EMPLOYEE PD	\$37.32	\$144.33		
EMPLOYER PD	<u>\$159.84</u>	<u>\$332.80</u>		
	\$197.16	\$477.13		
PPO				
EMPLOYEE PD	\$0.00	\$49.79		
EMPLOYER PD	<u>\$159.84</u>	<u>\$332.81</u>		
	\$159.84	\$382.60		
PPO	SINGLE	260	\$219.88	\$57,168.80
PPO	FAMILY	332	\$534.79	<u>\$177,550.28</u>
				\$234,719.08 X 12 = <u>\$2,816,629</u> ANNUALIZED 02
				\$715,226 INCREASE (34%)

2002 PREMIUM SCHEDULE - ALLOCATION EXAMPLES

* EMPLOYEES PAYS 100% OF INCREASE

		SINGLE	FAMILY
PPO	EMPLOYEE PD*	\$60.04	\$201.98
PPO	EMPLOYER PD	<u>\$159.84</u>	<u>\$332.81</u>
		\$219.88	\$534.79

* EMPLOYEE/EMPLOYER SHARE INCREASE 50/50

PPO	EMPLOYEE PD*	\$30.02	\$125.88
PPO	EMPLOYER PD	<u>\$189.86</u>	<u>\$408.91</u>
		\$219.88	\$534.79

* EMPLOYER PAYS 100% OF INCREASE

PPO	EMPLOYEE PD*	\$0.00	\$49.79
PPO	EMPLOYER PD	<u>\$219.88</u>	<u>\$485.00</u>
		\$219.88	\$534.79

* RATES DO NOT INCLUDE 100% EMPLOYEE PAID DENTAL
2002 PREMIUM

EMPLOYEE ONLY	\$13.89
FAMILY	\$45.84

ATT. F

07-07-02 to 12-31-02 (PROJECTING AUGUST CENSUS) WITH A \$500.00 DEDUCTIBLE

PPO	SINGLE	260	\$195.22	\$50,757.20		
PPO	FAMILY	332	\$474.81	<u>\$157,636.92</u>		
				\$208,394.12	X 12 =	<u>\$2,500,729</u>
						\$399,326
						ANNUALIZED 02 INCREASE (19%)

2002 PREMIUM SCHEDULE - ALLOCATION EXAMPLES

* EMPLOYEES PAYS 100% OF INCREASE

		SINGLE	FAMILY
PPO	EMPLOYEE PD*	\$35.38	\$142.00
PPO	EMPLOYER PD	<u>\$159.84</u>	<u>\$332.81</u>
		\$195.22	\$474.81

* EMPLOYEE/EMPLOYER SHARE INCREASE 50/50

PPO	EMPLOYEE PD*	\$17.69	\$71.00
PPO	EMPLOYER PD	<u>\$177.53</u>	<u>\$403.81</u>
		\$195.22	\$474.81

* EMPLOYER PAYS 100% OF INCREASE

PPO	EMPLOYEE PD*	\$0.00	\$49.79
PPO	EMPLOYER PD	<u>\$195.22</u>	<u>\$425.02</u>
		\$195.22	\$474.81

* RATES DO NOT INCLUDE 100% EMPLOYEE PAID DENTAL
2002 PREMIUM

EMPLOYEE ONLY	\$13.89
FAMILY	\$45.84

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and Department Directors

THRU: Ted H. Webber, Administrative Services Director

FROM: Stephen Davis, Budget Manager

DATE: November 6, 2001

SUBJECT: **City Council Budget Briefing Session**

Below is a listing of information being prepared by Budget & Research staff and Personnel staff for the City Council Budget Briefing Session. The operating budget review is intended to review the current budget year as well as the 2002-2006 budget years. Alderman Reynolds will be out of town and unavailable for the meeting. The meeting is intended to be a discussion between City Council, interested citizens, and City staff.

After a few brief remarks by the Mayor, Budget staff will provide City Council with an overview of the 2002-2006 projected operating budget. The agenda for the meeting is as follows:

Topic	Presenter (s)
Meeting Opening	Mayor
Review of current budget year for General Fund	
Review General Fund : 1990-2000 Actual Changes	Budget Staff
Budget Assumptions - 2001	Budget Staff
Actual Results - through October 31, 2001	Budget Staff
Key Staffing Changes	Budget Staff
Group Insurance (2002 only)	Personnel
Pay Range Adjustment (2002 and 2003)	Personnel
Review of Citizen Survey	Budget Staff

Projected Budgets: 2002-2006

General Fund (fund balance format)	Budget Staff
Street Fund (fund balance format)	Budget Staff
Parks Dev. Fund (fund balance format)	Budget Staff
Water & Sewer Fund (cash flow format)	Budget Staff
Solid Waste Fund (cash flow format)	Budget Staff
Airport Fund (cash flow format)	Budget Staff
Shop Fund (cash flow format)	Budget Staff
Review of cost trends (through 2006)	
Utilities	Budget Staff
Fuel	Budget Staff
Property & Casualty Insurance	Budget Staff

A follow up meeting with City Council is requested for November 13, 2001 in room 326 following the City Council Agenda Session. The November 13 meeting will include a review and discussion of possible budget reductions, citywide, and their related service reductions.

General Fund Revenues and Expenditures
 1990 and 2000

<u>General Fund Revenue</u>	<u>1990</u>	<u>2000</u>	<u>(Decrease)</u>
Property Tax	595,563	97	-99.98%
Taxes	3,857,613	9,236,770	139.44%
Franchise Tax	2,978,222	2,115,115	-28.98%
Licenses & Permits	242,049	785,160	224.38%
Intergovernmental	890,230	1,677,957	88.49%
Charges for Services	454,991	1,077,970	136.92%
Fines & Forfeitures	334,509	1,160,239	246.85%
Investment Earnings	210,555	617,764	193.40%
Net Increase in the fair value		58,102	100.00%
Miscellaneous	161,958	335,354	107.06%
Off Street Parking - Transfer In	16,029	20,110	25.46%
Cap. Imp. - Transfer In		2,856,000	100.00%
Total Revenues	<u>9,741,719</u>	<u>19,940,638</u>	<u>104.69%</u>

<u>General Fund Expenses</u>	<u>1990 Personnel</u>	<u>2000 Personnel</u>	<u>Increase/ (Decrease)</u>
Police	2,113,987	5,491,998	159.79%
Fire	1,574,377	3,807,900	141.87%
All Other Departments	2,520,603	6,922,954	174.65%
Total Personnel for General Fund	<u>6,208,967</u>	<u>16,222,852</u>	<u>161.28%</u>

<u>General Fund Staffing</u>	<u>1990 FTEs</u>	<u>2000 FTEs</u>	<u>Increase/ (Decrease)</u>
Police	77.00	142.33	84.84%
Fire	54.00	86.00	59.26%
All Other Departments	132.70	196.15	47.81%
Total Personnel for General Fund	<u>263.70</u>	<u>424.48</u>	<u>60.97%</u>

<u>General Fund Expenses</u>	<u>Expenses</u>	<u>Expenses</u>	<u>(Decrease)</u>
Police	512,524	1,008,526	96.78%
Fire	221,899	416,116	87.52%
All Other Departments	2,440,598	1,828,806	-25.07%
Total Other Expenses for General Fund	<u>3,175,021</u>	<u>3,253,448</u>	<u>2.47%</u>

City of Fayetteville, Arkansas
 Budget Briefing
 November 6, 2001

Operating Budgets

	through Oct. 31 2000	through Oct. 31 2001	% Increase
Personnel Services Cost			
General Fund	13,231,292	14,123,944	6.75%
Street Fund	988,943	1,049,935	6.17%
Community Development	135,440	97,649	-27.90%
Parks Development Fund	308,758	393,334	27.39%
Drug Enforcement Fund	118,655	105,587	-11.01%
Water & Sewer Fund	1,927,925	1,835,710	-4.78%
Solid Waste Fund	1,191,480	1,320,234	10.81%
Airport Fund	179,671	192,217	6.98%
Shop Fund	416,416	471,602	13.25%
Total	18,498,580	19,590,212	5.90%

Explanation:

Most of the increase in personnel costs is due to routine salary increase for employees on the payroll as of December 31, 2000. An additional cost impact is the positions created in the original 2001 Annual Budget & Work Program approved in December 2000.

	2000 Staffing	2001 Original Adop	% Increase
Authorized Positions	620.43	633.78	2.15%

Additionally, there have been staffing increases approved during 2001 that has added to personnel cost some because most of the positions created in year have not been staffed fully. The positions were created in February and May.

	through Oct. 31 2000	through Oct. 31 2001	% Increase
Selected Other Cost:			
Group Medical Insurance	1,347,125	1,464,124	8.69%
Liability, Property & Casualty Insurance	282,614	322,402	14.08%
Utilities	1,106,210	1,308,121	18.25%
Public Transit - Annual	134,751	188,893	40.18%
Fuel	326,137	343,683	5.38%

	through Sept. 30 2000 Actual	through Sept. 30 2001 Actual	%change
Revenue: Operating (excluding Interest)			
General Fund	12,086,337	12,627,664	4.48%
Street Fund	2,247,713	2,323,031	3.35%
Parks Development Fund	933,614	954,072	2.19%
Water & Sewer Fund	14,552,466	14,761,992	1.44%
Solid Waste Fund	3,819,128	3,774,253	-1.18%
Airport Fund	223,390	263,296	17.86%
Shop Fund	2,968,632	2,943,747	-0.84%

Key Staffing Changes

Authorized Positions Adopted Budget - 2001	Annual Salary	Projected Positions January 1, 2002	Annual Salary
Admin. Services Director John Maguire	73,033	Admin. Services Director Ted Webber	72,000
Public Works Director Charlie Venable	75,433	Public Works Director Greg Boettcher	77,500
Assistant Public Works Director vacant *City Council approved the creation of the Urban Development Department and assignment of Planning, Inspection, Parks & Recreation, Public Lands Maintenance divisions from Public Works Department thereby eliminating the need for an assistant director.	72,760	Environmental Services Director* Gary Dumas *City Council approved a Grant Writer position on May 1, 2001. This position provides day to day management of Solid Waste, Animal Services and the Airport.	65,000
Assistant to the Mayor Nancy Hendricks	39,000	Urban Development Director Hugh Earnest *City Council approved the realignment of this position and additional funding on May 1, 2001.	65,000
Airport/Economic Development Dir Alett Little	68,338	Airport/Economic Development Dir Ray Beaudreaux Mr. Beaudreaux is expected to be on the job January 2, 2002.	66,500
Airport Marketing Dale Frederick Employee is retiring shortly after January 1, 2002. The position will be eliminated when vacant.	50,517	Economic Development John Maguire Mr. Maguire has been working parttime in Economic Development since July, 2001.	36,517
WWTP Project Manager vacant as of 1/1/01 As of 10/17/01 the position is filled by Don Bunn. Mr. Bunn is intending to retire prior to year end.	72,760	Senior Project Manager This position is the WWTP Project Manager position restructured.	40,182
Economic Development Staff Two positions (Economic Development Analyst - \$27,415 and Secretary - \$23,756)	51,171	Public Affairs Staff Two positions (Staff Assistant - \$24,500 each)	49,000
Recycling Coordinator The Recycling Coordinator position was changed to the Sustainable Environmental Educator and the pay range was reduced.	41,182 pay range mid point	Sustainable Environmental Educator pay range mid point	31,158
Solid Waste Service Representative This position was changed to Office Manager and the pay range reduced.	28,150 pay range mid point	Office Manager Glenda Reynolds	26,015 pay range mid point
		Trails Coordinator* *City Council approved the position on May 1, 2001 to provide additional emphasis on trails construction. Position is paid from Parks Development Fund.	40,000
Totals	572,344		568,872
Employee count	10.50		11.50

City of Fayetteville, Arkansas
Budget Briefing
November 6, 2001

Group Medical Cost

The cost of group medical insurance continues to escalate with no indication of future mitigation.

Blue Cross projections suggest that overall medical care cost will increase 14% and drugs 27% by December 31, 2002. Given the City's budgetary constraints, the plan must be amended to lessen the current and projected future cost increases.

Benefit reductions that occurred in January 2001 and proposed January 2002 changes follow on Attachment 1.

Continuing the plan with no change would require a premium increase of 53.7% or \$1,128,453 annualized. Effecting the 2002 proposed Group Medical changes reduces the increase to 34% or \$715,226 annualized. The City is analyzing a number of possible options for both short and long term effect on costs including:

- mail order drug card
- defined contribution health care amounts
- self insurance
- ways to modify employee/dependent health care purchasing decisions, etc

At this time a further increase of the deductible to \$500 per person with two deductibles per family is perhaps the most expeditious method for an additional premium reduction, if required. An analysis of the premium allocation and costs of the 2001 Plan versus the 2002 Plan with proposed changes is detailed below. Actual 2002 Group Plan Amendments and premium allocation will be contingent on funding priorities established by the City Council. See Attachment 2.

**CITY OF FAYETTEVILLE
FAYETTEVILLE PUBLIC LIBRARY**

CHANGES EFFECTIVE 01-01-01	PROPOSED CHANGES EFFECTIVE 01-01-02
Dual Option CMM/PPO	PPO Option Only
Deductible raised from \$100 to \$200	Deductible raised from \$200 to \$300
Drug Card raised from \$3/\$10 to \$7/\$15/\$25	Drug Card raised from \$7/\$15/\$25 to \$10/\$30/\$50
	Adult wellness benefit reduced from 100% coverage to be subject to deductible and co-insurance. No change in Preventive Child Care. Adult limit raised to \$500 per calendar year. Members may go in or out-of-network.
	PSA test added to adult wellness, subject to deductible and co-insurance.
	Routine annual pelvic exam, pap smear and mammography benefit reduced from 100% coverage to be subject to deductible and co-insurance.
	Out-of-network stop-loss changed from \$4,000 to (-0-) no stop loss.

AUGUST 1, 2001 GROUP MEDICAL (EXCLUDING DENTAL)

AUGUST CENSUS

COVERAGE	CLASS	NUMBER OF EMPLOYEES	MONTHLY PREMIUM	
CMM	SINGLE	51	\$197.16	\$10,055.16
CMM	FAMILY	49	\$477.13	\$23,379.37
PPO	SINGLE	209	\$159.84	\$33,406.56
PPO	FAMILY	283	\$382.60	<u>\$108,275.80</u>
				\$175,116.89 X 12 = \$2,101,403 ANNUALIZED 01

01-01-02 TO 12-31-02 (PROJECTING AUGUST 1 CENSUS)

PPO	SINGLE	260	\$219.88	\$57,168.80	
PPO	FAMILY	332	\$534.79	<u>\$177,550.28</u>	
				\$234,719.08	X 12 = <u>\$2,816,629</u> ANNUALIZED 02
					\$715,226 INCREASE (34%)

2001 PREMIUM SCHEDULE

2002 PREMIUM SCHEDULE - ALLOCATION EXAMPLES

* EMPLOYEES PAYS 100% OF INCREASE

	SINGLE	FAMILY			SINGLE	FAMILY
CMM						
EMPLOYEE PD	\$37.32	\$144.33	PPO	EMPLOYEE PD*	\$60.04	\$201.98
EMPLOYER PD	<u>\$159.84</u>	<u>\$332.80</u>	PPO	EMPLOYER PD	<u>\$159.84</u>	<u>\$332.81</u>
	\$197.16	\$477.13			\$219.88	\$534.79
PPO						
EMPLOYEE PD	\$0.00	\$49.79				
EMPLOYER PD	<u>\$159.84</u>	<u>\$332.81</u>				
	\$159.84	\$382.60				

* EMPLOYEE/EMPLOYER SHARE INCREASE 50/50

PPO	EMPLOYEE PD*	\$30.02	\$125.88
PPO	EMPLOYER PD	<u>\$189.86</u>	<u>\$408.91</u>
		\$219.88	\$534.79

* EMPLOYER PAYS 100% OF INCREASE

PPO	EMPLOYEE PD*	\$0.00	\$49.79
PPO	EMPLOYER PD	<u>\$219.88</u>	<u>\$485.00</u>
		\$219.88	\$534.79

* RATES DO NOT INCLUDE 100% EMPLOYEE PAID DENTAL
2002 PREMIUM

EMPLOYEE ONLY	\$13.89
FAMILY	\$45.84

City of Fayetteville, Arkansas
Budget Briefing
November 6, 2001

2002 Pay Plan Amendments Recommended By the Hay Group

The City conducts a pay plan survey every two years in an effort to maintain a competitive pay package for City employees. The survey includes employers in the Northwest Arkansas area as well as public sector employers in a four state region. The survey group has remained consistent over the years in order to better chart the change in pay over time.

The percentage increases listed below will establish City pay ranges that are competitive with the labor market.

Employee Classification	% Change
Police Officer	6%
Sergeant	5%
Lieutenant	2%
Firefighter	10%
Captain	3%
Battalion Chief	0.3%
Hourly	20.4%*
Salaried	19.1%*
Executive	13.8%

* The magnitude of these two recommended increases is attributable to:

(1) a very low unemployment rate resulting in higher salaries for available labor

And

(2) Prior years management decision to set an ultimate goal of market parity but only to incrementally move towards that goal. On average, at January 1, 2000 the salaried pay line was 8.5% under market and the hourly pay line was 6.5% under market.

Cost

If the pay plan adjustments are adopted, there will be a one time cost of adjustment as noted on the next page as well as ongoing additional expenses associated with the pay plan adjustment. The cost **DO NOT** include the annual step raises or merit increases to be paid during 2002 with

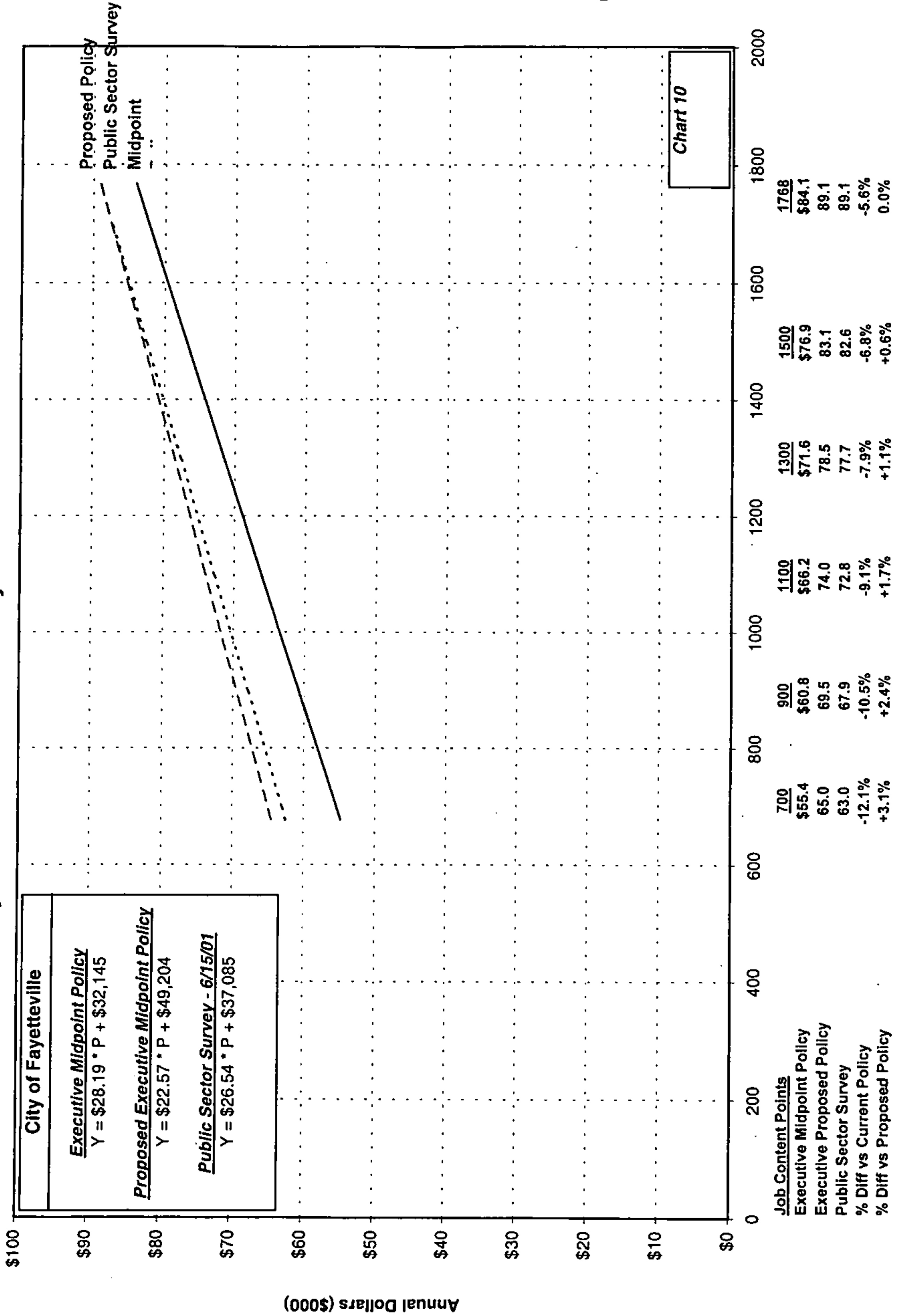
are incorporated in the personnel services sections of each fund budget in Salary Contingency.

Employee Group - Cost Impact	Estimated Amounts
Police - Step Rate Changes	\$172,766
Fire - Step Rate Changes	181,455
Hourly General Employees - Under New Minimum of New Range	208,456
Salaried General Employees - Under New Minimum of New Range	24,067
Salaried/Hourly General Employees - Top Out Adjustment	65,000
Total	\$651,744

This one time cost represents a 3.4% increase to our annual payroll of approximately \$19 million.

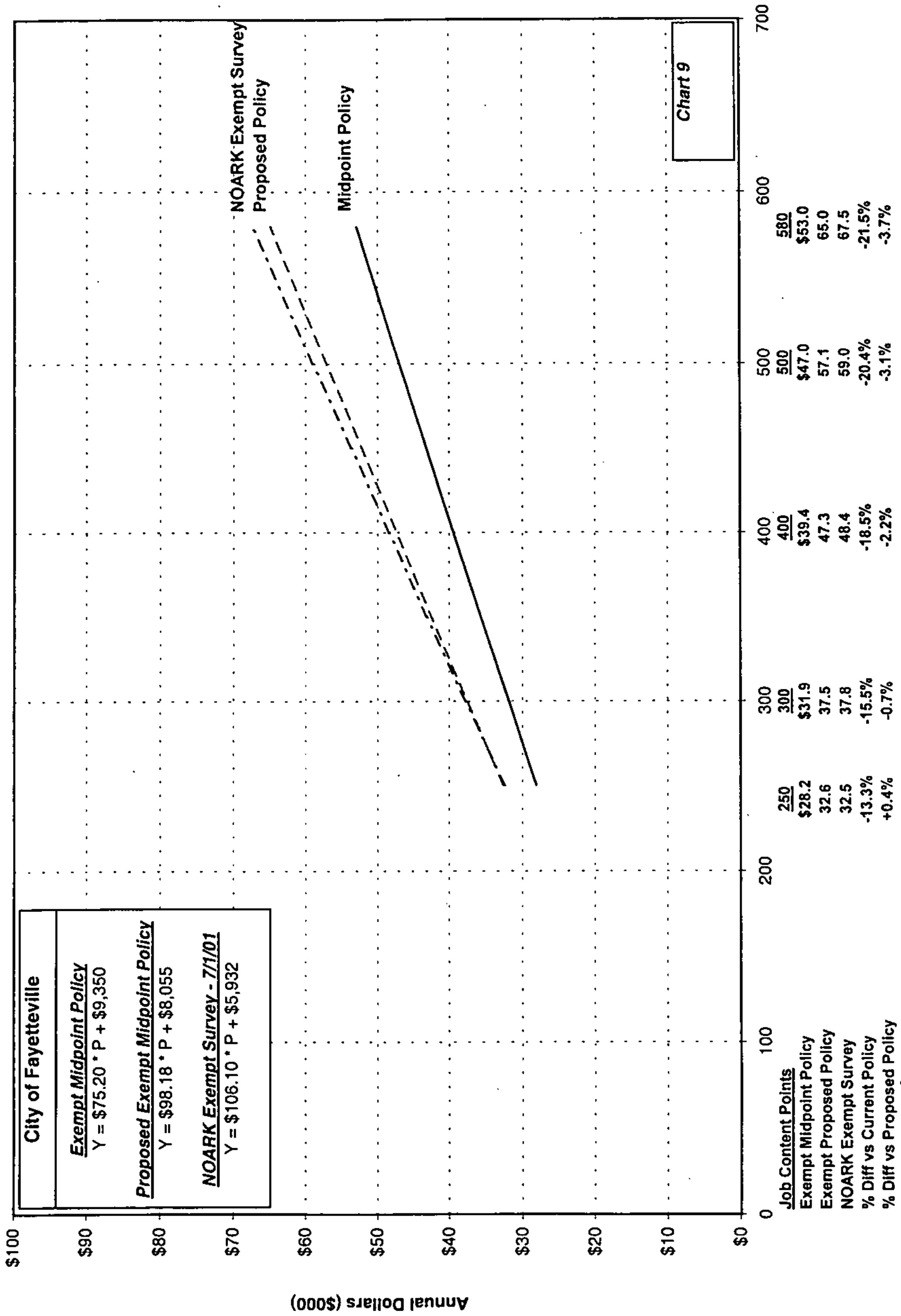
City of Fayetteville, Arkansas

Executive Midpoint Policy vs. Public Sector Survey



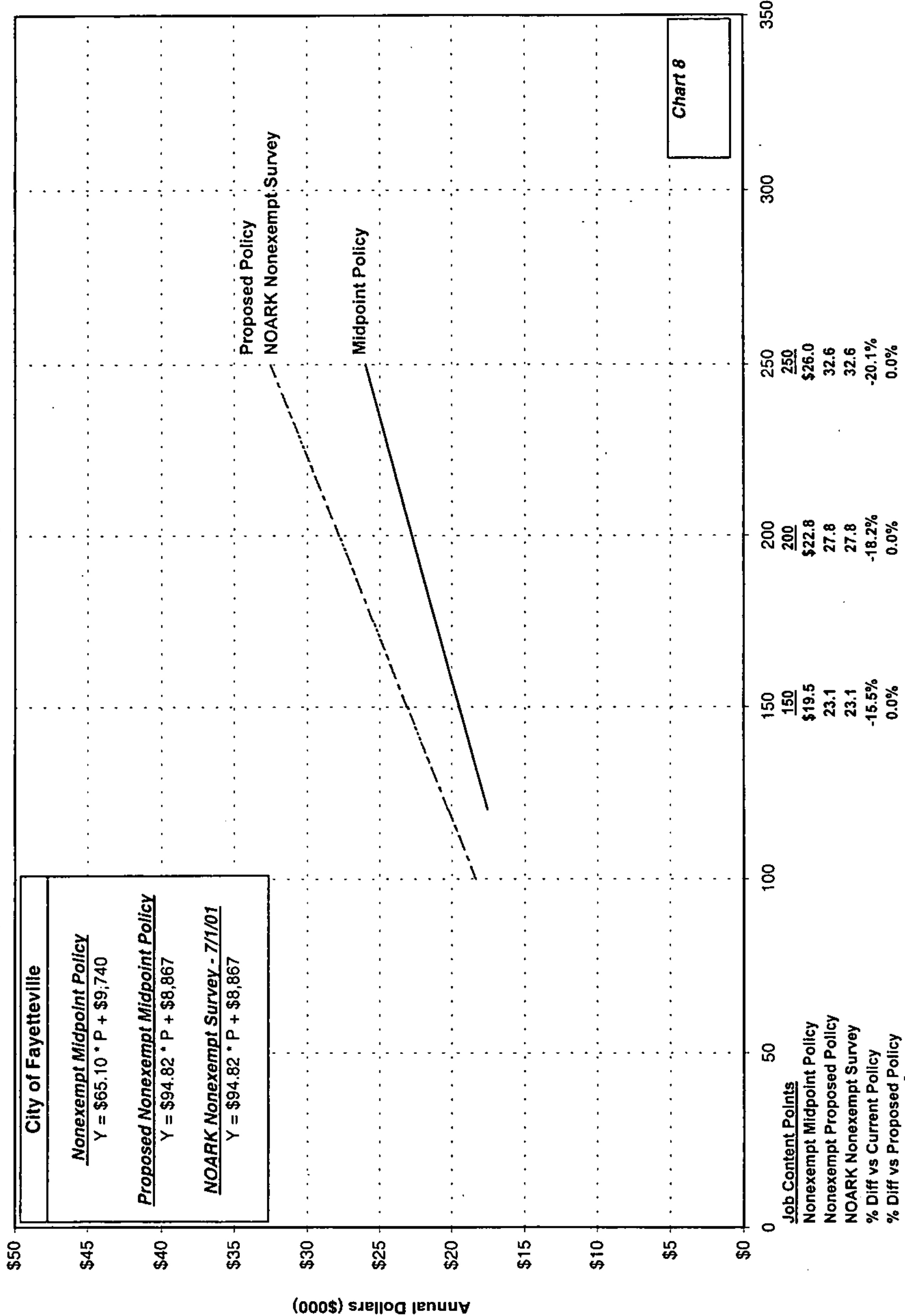
City of Fayetteville, Arkansas

Exempt Midpoint Policy vs. NOARK Exempt Survey



City of Fayetteville, Arkansas

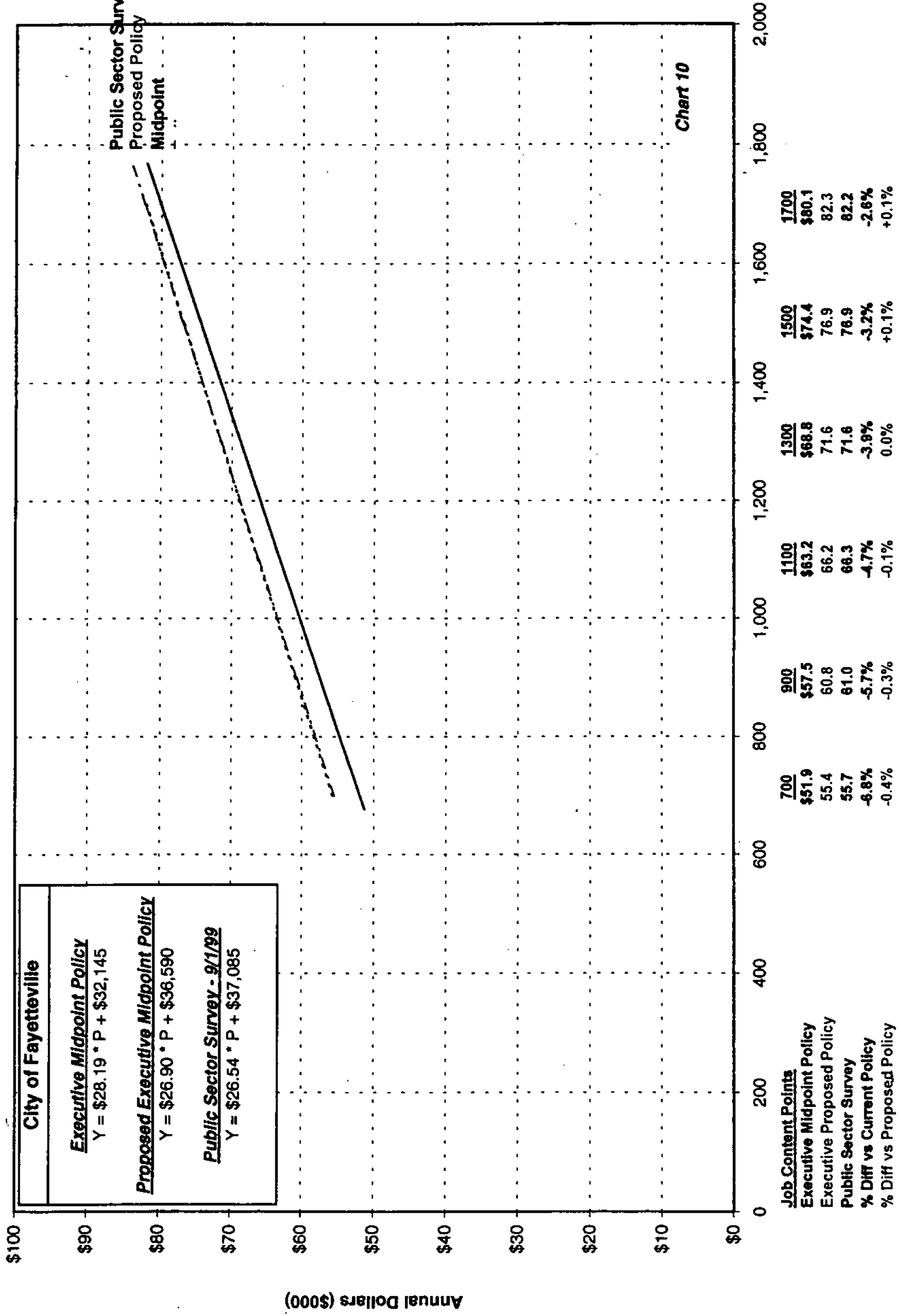
Group A Midpoint Policy vs. NOARK Nonexempt Survey



City of Fayetteville, Arkansas

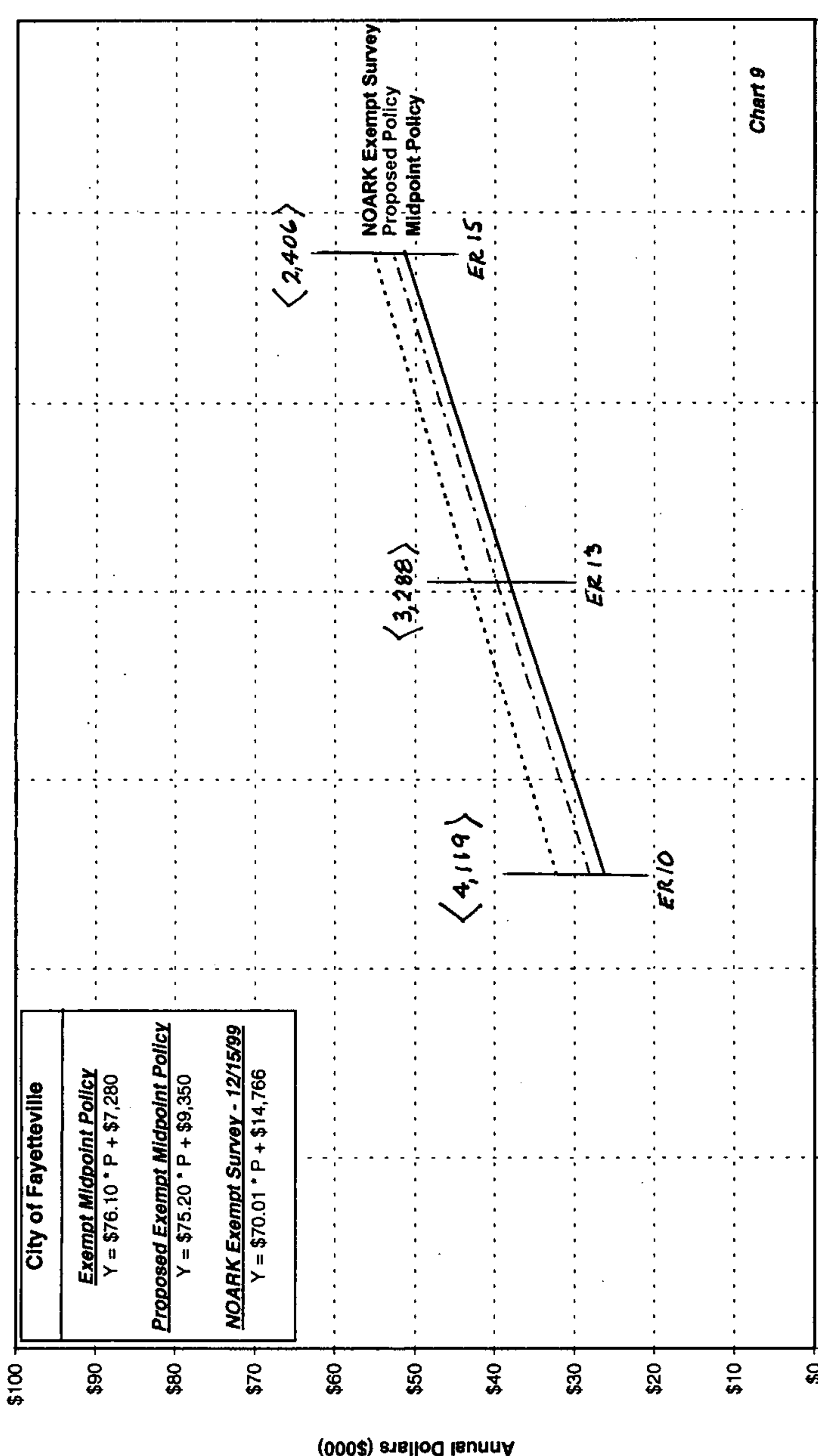
Executive Midpoint Policy vs. Public Sector Survey

City of Fayetteville	
<u>Executive Midpoint Policy</u>	$Y = \$28.19 * P + \$32,145$
<u>Proposed Executive Midpoint Policy</u>	$Y = \$26.90 * P + \$36,590$
<u>Public Sector Survey - 9/1/99</u>	$Y = \$26.54 * P + \$37,085$



City of Fayetteville, Arkansas

Exempt Midpoint Policy vs. NOARK Exempt Survey

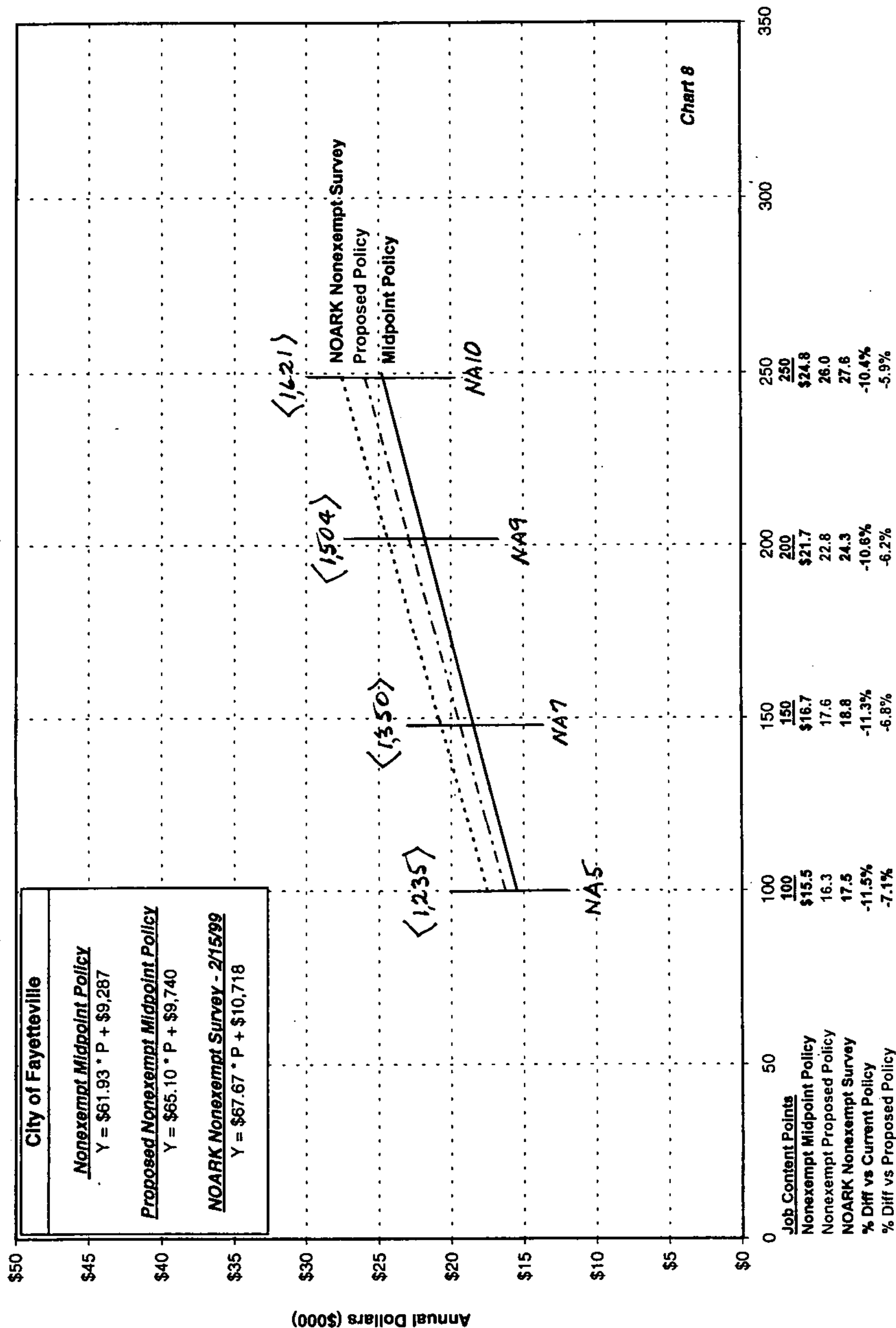


Job Content Points	0	100	200	250	300	300	400	400	500	500	580	700
Exempt Midpoint Policy				\$26.3	\$30.1	\$30.1	\$37.7	\$37.7	\$45.3	\$45.3	\$51.4	
Exempt Proposed Policy				28.2	31.9	31.9	39.4	39.4	47.0	47.0	53.0	
NOARK Exempt Survey				32.3	35.8	35.8	42.8	42.8	49.8	49.8	55.4	
% Diff vs Current Policy				-18.5%	-15.8%	-15.8%	-11.8%	-11.8%	-8.9%	-8.9%	-7.1%	
% Diff vs Proposed Policy				-12.8%	-10.8%	-10.8%	-7.8%	-7.8%	-5.7%	-5.7%	-4.3%	

Chart 9

City of Fayetteville, Arkansas

Group A Midpoint Policy vs. NOARK Nonexempt Survey



PAY PLAN SURVEY RANGE ADJUSTMENTS SINCE 1990

	1992	1994	1996	1998	2000	10 YR CUM.	2002	TOTAL
POLICE OFFICER	4%	10%	10%	3%	13%	46.4%	6%	55.2%
SERGEANT	3%	8%	12%	3%	15%	47.4%	5%	54.8%
LIEUTENANT	3%	10%	11%	4%	19%	55.7%	2%	58.8%

FIREFIGHTER	6%	12%	8%	5%	7%	44%	10%	58.4%
CAPTAIN	6%	9%	10%	3%	13%	47.9%	3%	52.3%
BATT. CHIEF	12%	9%	10%	5%	17%	65%	0.3%	65.5%

NON EXEMPT	6%	5%	7%	6%	5%	32.5%	20.4%	59.5%
SALARIED	7%	5%	7%	6%	5%	33.9%	19.1%	59.5%
EXECUTIVE	7%	5%	7%	6%	4.7%	33.5%	13.8%	51.9%

City of Fayetteville, Arkansas
Street Fund
Fund Balance - Projection

11/08/2001

Fund 2100

	Actual 2000	Projected 2001	Projected 2002	Projected 2003	Projected 2004	Projected 2005	Projected 2006
Beginning Fund Balance	\$ 1,517,405	\$ 1,976,646	\$ 2,162,343	\$ 2,177,332	\$ 2,086,232	\$ 1,914,632	\$ 1,654,332
Revenues							
0910-4304 00 Grants - Street Improvements	0	0	0	0	0	0	0
0910-4306 00 State Turnback	2,531,933	2,670,000	2,670,000	2,750,000	2,833,000	2,918,000	3,006,000
0910-4307 00 County Road Turnback	567,051	567,000	637,000	662,000	688,000	716,000	745,000
0910-4309 00 Federal Grants	0	95,194	0	0	0	0	0
0910-4408 06 Sidewalk & Trails Revenue	0	12,000	12,000	12,000	12,000	12,000	12,000
0910-4490 00 Contract Services (Reim)	138,533	80,000	80,000	80,000	80,000	80,000	80,000
0910-4705 00 Interest - Checking Account	374	1,000	1,000	1,000	1,000	1,000	1,000
0910-4708 00 Interest - Investments	96,713	92,000	92,000	59,900	57,400	52,700	45,500
0910-4999 00 Miscellaneous Revenue	11,567	0	0	0	0	0	0
Total Revenues	3,346,171	3,517,194	3,492,000	3,564,900	3,671,400	3,779,700	3,889,500
Expenditures							
Operations & Administration	515,535	598,504	559,082	587,000	616,000	647,000	679,000
Right of Way Maintenance	234,498	254,847	243,551	256,000	269,000	282,000	296,000
Street Maintenance	1,190,164	1,374,680	1,294,813	1,360,000	1,428,000	1,499,000	1,574,000
Drainage Maintenance	361,456	415,339	393,799	413,000	434,000	456,000	479,000
Sidewalk & Trail Maintenance	271,720	359,814	302,774	318,000	334,000	351,000	369,000
Street Construction	0	0	0	0	0	0	0
Property Tax Rollback Settlement	0	0	214,000	225,000	236,000	248,000	260,000
Utilities	309,237	323,200	462,992	491,000	520,000	551,000	584,000
Liability, Property & Casualty Insurance	4,320	5,113	6,000	6,000	6,000	6,000	6,000
Total Expenditures	2,886,930	3,331,497	3,477,011	3,656,000	3,843,000	4,040,000	4,247,000
Revenues Over (Under) Expenditures	459,241	185,697	14,989	(91,100)	(171,600)	(260,300)	(357,500)
Ending Fund Balance	\$ 1,976,646	\$ 2,162,343	\$ 2,177,332	\$ 2,086,232	\$ 1,914,632	\$ 1,654,332	\$ 1,296,832

Assumptions:

Revenue: State turnback will increase 3% annually; County Road Millage will increase 4% annually; Investment earning will average 5.5% on half of the preceding years ending fund balance and Contract Services Reimbursement will remain constant at \$80,000 annually.

Expenditures: Expenditures are projected to grow at 5% annually.

Utility Expense is projected at an 18% increase for 2002 and 6% there after.

City of Fayetteville, Arkansas
Parks Development Fund
Fund Balance - Projection

Fund - 2250

	Actual 2000	Budgeted 2001	Projected 2002	Projected 2003	Projected 2004	Projected 2005	Projected 2006
Beginning Fund Balance	\$ 1,193,026	\$ 1,677,213	\$ (7,247)	\$ 53,644	\$ 104,644	\$ 144,644	\$ 156,644
Revenues							
0925-4101 00 HMR Taxes	1,230,429	1,263,000	1,314,000	1,343,000	1,373,000	1,403,000	1,434,000
0925-4101 01 Prior Years HMR Taxes	23,883	23,000	6,000	6,000	6,000	6,000	6,000
0925-4302 00 State Grants	0	0	0	0	0	0	0
0925-4708 00 Interest - Investments	86,973	86,000	86,000	86,000	86,000	86,000	86,000
0925-4809 00 Donations	0	0	0	0	0	0	0
Total Revenues	1,341,285	1,372,000	1,406,000	1,435,000	1,465,000	1,495,000	1,526,000
Expenditures							
Parks Development Program	619,751	859,087	869,109	913,000	959,000	1,007,000	1,057,000
Park Improvements - Planned/ Implemented	237,347	670,000	476,000	471,000	466,000	476,000	457,000
Park Improvements - Roll forward	0	1,527,373	0	0	0	0	0
Total Expenditures	857,098	3,056,460	1,345,109	1,384,000	1,425,000	1,483,000	1,514,000
Revenues Over (Under) Expenditures	484,187	(1,684,460)	60,891	51,000	40,000	12,000	12,000
Ending Fund Balance	\$ 1,677,213	\$ (7,247)	\$ 53,644	\$ 104,644	\$ 144,644	\$ 156,644	\$ 168,644
Assumptions:							
Revenue will grow at 2.2% annually.							
Expenditures will grow at 5% annually.							
cash & investments@ year end	\$ 1,671,974						
accounts rec to due from @ year end	41,624						
accounts pay to due to @year end	(67,884)						
cash & investments carry over @ year end	\$ 1,645,714						

City of Fayetteville, Arkansas
Water & Sewer Fund
Projection of Cash Flows

08-Nov-2001

Description	Actual 2000	Budget Year 2001	Budget Year 2002	Budget Year 2003	Budget Year 2004	Budget Year 2005	Budget Year 2006
Operating Revenue							
Operating Revenue	19,279,358	20,366,000	20,860,000	21,490,000	22,130,000	22,790,000	23,470,000
Projected Rate Increase			2.40%	3.01%	16.07%	2.97%	2.98%
Water & Sewer Connection Fees	183,084	184,000	187,000	192,000	2,868,000	2,954,000	3,042,000
Hay Sales, Rent & Other	111,836	206,000	208,000	213,000	197,000	202,000	207,000
Estimated Consumption Increase		0			218,000	223,000	229,000
Total Operating Revenue	19,574,258	20,756,000	21,255,000	21,895,000	25,413,000	26,169,000	26,948,000
Less Operating Expenses							
Liability, Property, and Casualty Insurance	13,207,298	15,492,802	15,456,435	16,075,000	16,718,000	20,019,000	20,820,000
Utilities	88,875	68,270	85,000	88,000	91,000	94,000	97,000
Less Target Overruns, NP's, etc	392,661	402,000	474,000	517,000	564,000	615,000	670,000
Less Depreciation Expense	3,568,916	3,980,640	4,123,498	4,270,000	4,405,000	4,519,000	4,639,000
Net Income (Loss) from Operations	2,316,508	812,288	1,116,067	945,000	3,635,000	922,000	722,000
Nonoperating Income (Expense)							
Contributions/Grants (Reimbursement HWY 265 W&S Relocation Proj.)	915,000	0					
Interest Income	791,237	1,031,000	1,041,000	642,000	645,000	645,000	645,000
Other	82,003	0	0	0	0	0	0
Revenue Billing Penalties - Prorated							
Interest Expense	(651,383)	(1,060,200)	(816,059)	(781,089)	(741,059)	(741,059)	(741,059)
Total Operating Revenue	1,136,857	(29,200)	224,941	(139,089)	(96,059)	(96,059)	(96,059)
Net Income or (Loss)	3,453,365	783,088	1,341,008	805,911	3,538,941	825,941	625,941

City of Fayetteville, Arkansas
Water & Sewer Fund
Projection of Cash Flows

08-Nov-2001

Description	Actual 2000	Budget Year 2001	Budget Year 2002	Budget Year 2003	Budget Year 2004	Budget Year 2005	Budget Year 2006
Sources of Cash							
Net Income (Loss)		783,088	1,341,008	805,911	3,538,941	825,941	625,941
Bond Issue			0	0			
Other Funds							
Depreciation Expense		3,980,640	4,123,498	4,270,000	4,405,000	4,519,000	4,639,000
Total Sources of Cash		4,763,728	5,464,506	5,075,911	7,943,941	5,344,941	5,264,941
Uses of Cash							
Additions to Property, Plant, & Equipment (PP&E) - Budget		7,787,701	2,926,000	2,692,000	2,275,000	2,401,000	2,275,000
Principal Payment on Debt		835,000	875,000	910,000	955,000	1,000,000	1,000,000
Total Uses (Sources)		8,622,701	3,801,000	3,602,000	3,230,000	3,401,000	3,275,000
Net Change to Cash & Investments Increase (Decrease)		(3,858,973)	1,663,506	1,473,911	4,713,941	1,943,941	1,989,941
Cash & Investments @ 12/31/	13,967,621	16,578,650	12,719,677	14,383,183	15,857,094	20,571,035	22,514,976
Net Difference AR - AP (AP>AR = Use)	2,611,029						
Less: Projected Operating Expense Accruals							
Less: Reserve & Escrow Amounts @ Year End							
Adjustments to Cash & Investments	2,611,029	0	0	0	0	0	0
Unrestricted Ending Cash & Investments @ 12/31/	16,578,650	12,719,677	14,383,183	15,857,094	20,571,035	22,514,976	24,504,917
Bond Indenture Requirement	2,201,216	2,582,134	2,576,073	2,679,167	2,786,333	3,336,500	3,470,000
Add. Cash & Investments Available for Capital - Rolling Amount	14,377,434	10,137,543	11,807,111	13,177,927	17,784,702	19,178,476	21,034,917
Project Fund: Investment Balance @10/31/01	5,228,682						

City of Fayetteville, Arkansas
Solid Waste Fund
Projection of Cash Flows

08-Nov-2001

Description	Actual 2000	Budget Year 2001	Budget Year 2002	Budget Year 2003	Budget Year 2004	Budget Year 2005	Budget Year 2006
Operating Revenue							
Solid Waste Operating Revenue	4,642,802	4,804,000	4,972,000	5,120,000	5,270,000	5,430,000	5,590,000
Less: Senior Citizen Discount	0	0	0	0	0	0	0
Recycling Revenue & Composting Revenue	443,162	216,000	202,000	202,000	202,000	202,000	202,000
Container Sales	125,793	125,000	125,000	125,000	125,000	125,000	125,000
Total Operating Revenue	5,211,757	5,145,000	5,299,000	5,447,000	5,597,000	5,757,000	5,917,000
Less Operating Expenses:							
Operations & Administration	765,355	898,367	934,566	971,949	1,010,827	1,051,260	1,093,310
Commercial Pickup	1,354,316	1,327,632	1,422,032	1,478,913	1,538,070	1,599,593	1,663,576
Residential Pickup	1,313,036	1,233,508	1,157,005	1,203,285	1,251,417	1,301,473	1,353,532
Recycling	738,134	952,993	775,041	806,043	838,284	871,816	906,688
Composting	222,170	256,520	244,611	254,395	264,571	275,154	286,160
Depreciation Expense	123,433	175,656	173,553	173,553	173,553	173,553	173,553
Liability, Property, and Casualty Insurance	7,096	9,631	9,631	9,631	9,631	9,631	9,631
Utilities	26,972	27,000	27,000	29,000	31,000	33,000	35,000
Target overruns - Projected	0	0	0	0	0	0	0
Target overruns - New Personnel	0	0	0	0	0	0	0
Total Operating Expenses	4,550,512	4,881,307	4,743,439	4,926,769	5,117,353	5,315,479	5,521,451
Net Income (Loss) from Operations	661,245	263,693	555,561	520,231	479,647	441,521	395,549
Nonoperating Income (Expense)							
Grant Revenue	0	0	0	0	0	0	0
Transfer from Sales Tax Capital Improvement	0	0	0	0	0	0	0
Interest Income	156,930	133,000	138,000	68,513	62,386	79,255	94,984
Total Operating Revenue	156,930	133,000	138,000	68,513	62,386	79,255	94,984
Net Income or (Loss)	818,175	396,693	693,561	588,743	542,033	520,776	490,533

City of Fayetteville, Arkansas
Solid Waste Fund
Projection of Cash Flows

08-Nov-2001

Description	Actual 2000	Budget Year 2001	Budget Year 2002	Budget Year 2003	Budget Year 2004	Budget Year 2005	Budget Year 2006
Sources of Cash							
Net Income (Loss)		396,693	693,561	588,743	542,033	520,776	490,533
Depreciation Expense		175,656	173,553	173,553	173,553	173,553	173,553
Total Sources of Cash		572,349	867,114	762,296	715,586	694,329	664,086
Uses of Cash							
Additions to Property, Plant, & Equipment (PP&E) - Budget		279,738	1,940,000	135,000	116,000	150,000	150,000
Additions to Property, Plant, & Equipment (PP&E) - roll forward		0	0	0	0	0	0
Total Uses (Sources)		279,738	1,940,000	135,000	116,000	150,000	150,000
Net Increase (Decrease) in Cash & Investments		292,611	(1,072,886)	627,296	599,586	544,329	514,086
Cash & Investments @12/31/	2,432,388	2,735,198	3,027,809	1,954,923	2,582,219	3,181,805	3,726,134
Net Difference AR - AP (AP>AR = Use)	302,810						
Cash & Investments after Net Difference AR - AP	2,735,198	2,735,198	3,027,809	1,954,923	2,582,219	3,181,805	3,726,134
Unrestricted Ending Cash & Investments	2,735,198	3,027,809	1,954,923	2,582,219	3,181,805	3,726,134	4,240,220
Minimum Cash & Investment Level	455,051	1,220,000	1,186,000	1,232,000	1,279,000	1,329,000	1,380,000
Cash & Investment Coverage	6.01	2.48	1.65	2.10	2.49	2.80	3.07

City of Fayetteville, Arkansas
Airport Fund
Projection of Cash Flows

08-Nov-2001

Description	Budget Year 2000	Budget Year 2001	Budget Year 2002	Budget Year 2003	Budget Year 2004	Budget Year 2005	Budget Year 2006
Operating Revenue							
Airport Operating Revenue	275,471	285,000	285,000	285,000	285,000	285,000	285,000
FBO Revenue	0	114,000	450,000	450,000	450,000	450,000	450,000
Total Operating Revenue	275,471	399,000	735,000	735,000	735,000	735,000	735,000
Less Operating Expenses:							
Landside	431,804	399,234	349,374	366,843	385,185	404,444	424,666
Airside	123,057	148,410	144,090	151,295	158,859	166,802	175,142
FBO	0	114,000	450,000	450,000	450,000	450,000	450,000
Utilities	61,086	80,000	94,000	100,000	106,000	112,000	119,000
Liability, Property, and Casualty Insurance	12,803	11,713	15,000	15,000	15,000	15,000	15,000
Less Depreciation Expense	983,927	1,272,408	1,236,122	1,236,122	1,236,122	1,236,122	1,236,122
Net Income (Loss) from Operations	(1,337,207)	(1,626,765)	(1,553,586)	(1,584,259)	(1,616,166)	(1,649,368)	(1,684,931)
Nonoperating Income (Expense)							
Interest Income	205,215	164,000	80,000	43,000	22,000	0	0
Other	63,946	3,000	3,000				
Total Operating Revenue	269,161	167,000	83,000	43,000	22,000	0	0
Net Income or (Loss)	(1,068,046)	(1,459,765)	(1,470,586)	(1,541,259)	(1,594,166)	(1,649,368)	(1,684,931)

City of Fayetteville, Arkansas
Airport Fund
Projection of Cash Flows

08-Nov-2001

Description	Budget Year 2000	Budget Year 2001	Budget Year 2002	Budget Year 2003	Budget Year 2004	Budget Year 2005	Budget Year 2006
Sources of Cash							
Cash from Operations							
Net Income (Loss)		(1,459,765)	(1,470,586)	(1,541,259)	(1,594,166)	(1,649,368)	(1,684,931)
Depreciation Expense		1,272,408	1,236,122	1,236,122	1,236,122	1,236,122	1,236,122
Total Cash from Operations		(187,357)	(234,464)	(305,137)	(358,044)	(413,246)	(448,809)
Cash from Grants and PFC's							
Grant Revenue - FAA (projected)		0	2,265,660	748,800	0	399,600	97,600
Grant Revenue - State (current budget)		0	0	0	0	0	0
Grant Revenue - State (Taxiway)		135,806	0	0	0	0	0
Grant Revenue - FAA (roll forward)		1,064,000	0	0	0	0	0
Grant Revenue - FAA (Taxiway)		2,442,201	0	0	0	0	0
Total Cash from Grants & PFC's		3,642,007	2,265,660	748,800	0	399,600	97,600
Total Sources of Cash		3,454,650	2,031,196	443,663	(358,044)	(13,646)	(351,209)
Uses of Cash							
Net Difference AR - AP (AP>AR = Use)							
Additions to Property, Plant, & Equipment (PP&E) - Budget		1,985,563	3,030,300	971,000	205,000	511,000	292,000
Additions to Property, Plant, & Equipment (PP&E) - Taxiway		2,987,855	0	0	0	0	0
Total Uses (Sources)		4,973,418	3,030,300	971,000	205,000	511,000	292,000
Net Increase (Decrease) in Cash & Investments		(1,518,768)	(999,104)	(527,337)	(563,044)	(524,646)	(643,209)
Cash & Investments @ 12/31/	3,596,034	3,581,012	2,062,244	1,063,140	535,803	(27,241)	(551,888)
Net Difference AR - AP (AP>AR = Use)	(15,022)						
Unrestricted Ending Cash & Investments	3,581,012	2,062,244	1,063,140	535,803	(27,241)	(551,888)	(1,195,096)
Minimum Cash & Investment Level	116,734	127,241	123,612	123,612	123,612	123,612	123,612

City of Fayetteville, Arkansas
Shop Fund
Projection of Cash Flows

08-Nov-2001 % change from prior year
01:41:05 PM

Description	Actual 2000	Budget Year 2001	Budget Year 2002	Budget Year 2003	Budget Year 2004	Budget Year 2005	Budget Year 2006
Operating Revenue							
Shop Operating Revenue	3,776,663	3,650,000	3,650,000	3,750,000	3,850,000	3,950,000	4,050,000
Total Operating Revenue	3,776,663	3,650,000	3,650,000	3,750,000	3,850,000	3,950,000	4,050,000
Less Operating Expenses							
Fuel	1,852,272	1,854,140	1,877,398	1,971,000	2,070,000	2,174,000	2,283,000
Utilities	385,625	430,416	423,000	444,000	466,000	489,000	513,000
Liability, Property, and Casualty Insurance	16,761	21,500	25,000	27,000	29,000	31,000	33,000
Less Depreciation Expense	82,019	121,852	152,000	152,000	152,000	152,000	152,000
	1,669,791	2,440,608	1,865,136	1,865,000	1,865,000	1,865,000	1,865,000
Net Income (Loss) from Operations	(229,805)	(1,318,516)	(692,536)	(709,000)	(732,000)	(761,000)	(796,000)
Nonoperating Income (Expense)							
Contributions/Grants							
Interest Income	197,402	150,000	84,000	45,000	68,000	48,000	0
Other	180,683	100,000	100,000	100,000	100,000	100,000	100,000
Total Operating Revenue	378,085	250,000	184,000	145,000	168,000	148,000	100,000
Net Income or (Loss)	148,280	(1,068,516)	(508,536)	(564,000)	(564,000)	(613,000)	(696,000)

City of Fayetteville, Arkansas
Shop Fund

Projection of Cash Flows

08-Nov-2001 % change from prior year
01:41:05 PM

Description	Actual 2000	Budget Year 2001	0.00%	2.74%	Budget Year 2004	2.60%	Budget Year 2005	Budget Year 2006
Sources of Cash								
Net Income (Loss)		(1,068,516)	(508,536)	(584,000)	(564,000)	(613,000)	(698,000)	
Depreciation Expense		2,440,808	1,865,138	1,865,000	1,865,000	1,865,000	1,865,000	
Total Sources of Cash		1,372,092	1,356,602	1,301,000	1,301,000	1,252,000	1,169,000	
Uses of Cash								
Additions to Plant, Property & Equipment - budget		3,678,259	2,452,000	627,000	1,848,000	1,532,000	1,112,000	
Additions to Plant, Property & Equipment - roll forward		0	0	0	0	0	0	
Operating expenses paid in subsequent year		0	0	0	0	0	0	
Total Uses of Cash & Investments		3,678,259	2,452,000	627,000	1,848,000	1,532,000	1,112,000	
Net Change to Cash & Investments		(2,306,167)	(1,095,398)	674,000	(545,000)	(280,000)	57,000	
Cash & Investments @12/31/	3,543,752	3,544,749	1,238,582	143,184	817,184	272,184	(7,816)	
Net difference AR - AP (AP>AR = Use)	997							
Cash & Investments after Net Difference AR - AP	3,544,749	3,544,749	1,238,582	143,184	817,184	272,184	(7,816)	
Ending Cash & Investments	3,544,749	1,238,582	143,184	817,184	272,184	(7,816)	49,184	
Minimum Cash & Investment Level	185,227	195,414	187,740	197,100	207,000	217,400	228,300	
Cash & Investment Coverage		6.34	0.76	4.15	1.31	(0.04)	0.22	

City of Fayetteville, Arkansas
 Budget Briefing
 November 6, 2001

Selected Cost Trends
 Actual 1998-2001 and Projected to 2006

	Group Medical	Insurance: Liability, Property & Casualty	Utilities	Fuel	Public Transit
through Oct 31, 1998	1,000,379	294,996	1,013,803	188,341	93,693
through Oct 31, 1999	1,203,343	290,212	1,022,195	211,435	63,398
through Oct 31, 2000	1,347,125	282,614	1,106,210	326,137	134,751
through Oct 31, 2001	1,464,124	322,402	1,308,121	343,683	157,411
Average Growth	13.64%	3.28%	9.10%	23.96%	32.34%
Annualized					
Projected 2002	2001 plus 34% 2,472,000	2001 plus 25% 483,600	1,359,600	381,200	190,000
Projected 2003	2,809,000	499,500	1,404,200	393,700	196,200
Projected 2004	3,192,000	515,900	1,450,300	406,600	202,600
Projected 2005	3,627,000	532,800	1,497,900	419,900	209,200
Projected 2006	4,122,000	550,300	1,547,000	433,700	216,100

06-Nov-2001

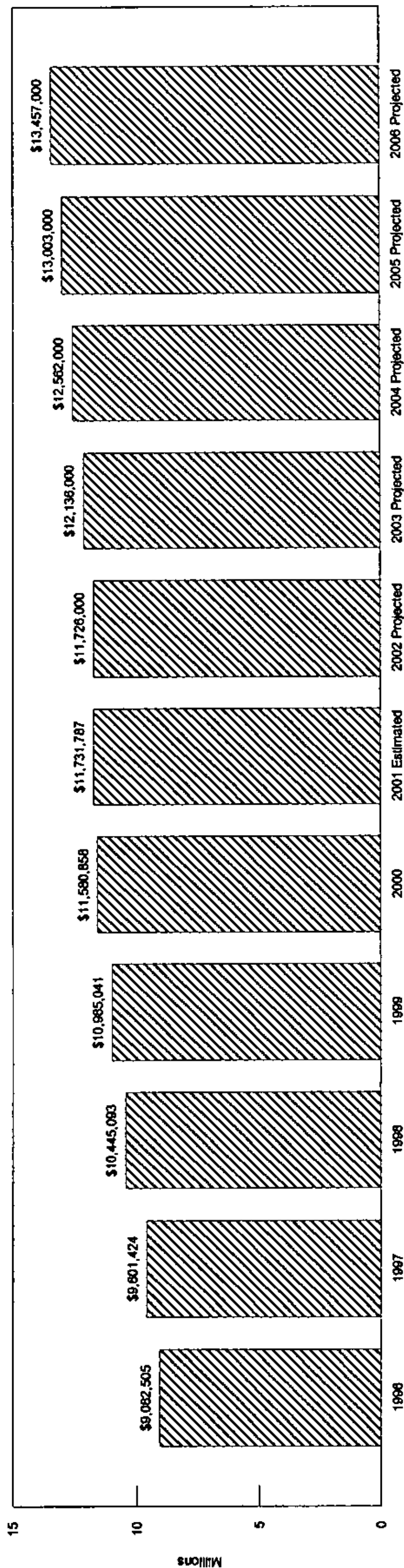
Assumption: Citizens reauthorize City sales tax and adjust distribution to 50% capital and 50% operations

City Sales Tax	Projected 2000	Projected 2001	Projected 2002	Projected 2003	Projected 2004	Projected 2005	Projected 2006
		1.30%	-0.15%	3.50%	3.50%	3.50%	3.50%
January	915,000 accr	965,000 accr	964,000	998,000	1,033,000	1,069,000	1,106,000
February	1,203,433 act	1,166,250 act	1,181,000	1,222,000	1,265,000	1,309,000	1,355,000
March	866,066 act	892,147 act	904,000	936,000	969,000	1,003,000	1,038,000
April	889,538 act	859,418 act	871,000	901,000	933,000	966,000	1,000,000
May	967,649 act	1,027,213 act	1,041,000	1,077,000	1,115,000	1,154,000	1,194,000
June	945,472 act	889,112 act	901,000	933,000	966,000	1,000,000	1,035,000
July	979,946 act	1,040,998 act	1,055,000	1,092,000	1,130,000	1,170,000	1,211,000
August	977,947 act	1,021,266 act	1,035,000	1,071,000	1,108,000	1,147,000	1,187,000
September	928,382 act	950,267 act	963,000	997,000	1,032,000	1,068,000	1,105,000
October	1,023,210 act	1,049,116 act	1,040,000	1,076,000	1,114,000	1,153,000	1,193,000
November	1,013,442 act	795,001 est	823,000	852,000	882,000	992,000	929,000
December	870,772 act	936,000 est	948,000	981,000	1,015,000	1,149,000	1,287,000
Total	11,580,857	11,591,788	11,726,000	12,136,000	12,562,000	13,180,000	13,640,000
Transfer to General Fund	2,856,000	2,898,000	2,932,000	4,551,250	6,281,000	6,590,000	6,820,000
City Sales Tax Available for Capital	8,724,857	8,693,788	8,794,000	7,584,750	6,281,000	6,590,000	6,820,000
Transfer from General Fund (Senior Center)	0	1,000,000	0	0	0	0	0
Investment Earnings - Actual	676,215	530,000	100,000	100,000	100,000	100,000	100,000
Investment Earnings - Projected	0	0	0	0	0	0	0
Grant and Other Revenue	87,630	1,684,376	285,000	285,000	0	0	0
Payments by Prop Own/E911	257,489	48,000	0	0	0	0	0
Carryover from prior year	12,974,438	12,450,843	886,070	(27,930)	690,820	796,820	724,820
Total available for capital	22,720,629	24,407,007	10,065,070	7,941,820	7,071,820	7,486,820	7,644,820
Total Capital - Budget	8,844,904	10,855,700	10,093,000	7,251,000	6,275,000	6,762,000	7,527,000
Total Capital - Roll forward		12,577,754					
Deposits with AHTD		(137,517)					
Pending Budget Adjustments - CMN Tree Settlement	0	0	0	0	0	0	0
Capital Funding	8,844,904	23,520,937	10,093,000	7,251,000	6,275,000	6,762,000	7,527,000
Amount to Carryover	12,450,843	886,070	(27,930)	690,820	796,820	724,820	117,820
Revenue Growth	5.42%	0.09%	1.16%	3.50%	3.51%	4.92%	3.49%
Transfer to General Fund Growth	6.04%	1.47%	1.17%	55.23%	38.01%	4.92%	3.49%

City of Fayetteville, Arkansas
1% City Sales & Use Tax
Collections By Accounting Month

	1996	1997	1998	1999	2000	Actual 2001	Projected 2002	Projected 2003	Projected 2004	Projected 2005	Projected 2006
January	\$ 894,369	\$ 999,029	\$ 1,069,358	\$ 1,123,485	\$ 1,203,433	\$ 1,166,250	\$ 1,181,000	\$ 1,222,000	\$ 1,265,000	\$ 1,309,000	\$ 1,355,000
February	662,384	693,516	771,526	828,514	866,066	892,147	904,000	936,000	969,000	1,003,000	1,038,000
March	687,423	695,802	772,824	853,046	889,538	859,418	871,000	901,000	933,000	966,000	1,000,000
April	735,116	784,858	849,797	868,851	967,649	1,027,213	1,041,000	1,077,000	1,115,000	1,154,000	1,194,000
May	700,139	761,126	801,428	863,721	945,472	889,112	901,000	933,000	966,000	1,000,000	1,035,000
June	757,069	780,131	864,556	881,815	979,946	1,040,998	1,055,000	1,092,000	1,130,000	1,170,000	1,211,000
July	785,527	805,724	883,981	904,453	977,947	1,021,268	1,035,000	1,071,000	1,108,000	1,147,000	1,187,000
August	734,066	752,655	851,605	903,214	928,382	950,267	963,000	997,000	1,032,000	1,068,000	1,105,000
September	779,461	865,934	922,915	954,415	1,023,210	1,049,116	1,063,000	1,100,000	1,139,000	1,179,000	1,220,000
October	793,723	839,175	889,883	932,013	1,013,442	887,000 Est.	880,000	911,000	943,000	976,000	1,010,000
November	761,529	791,338	878,021	901,411	861,946	873,000 Est.	884,000	915,000	947,000	980,000	1,014,000
December	791,699	832,136	889,199	970,102	923,826	936,000 Est.	948,000	981,000	1,015,000	1,051,000	1,088,000
Total	\$ 9,082,505	\$ 9,601,424	\$ 10,445,093	\$ 10,985,041	\$ 11,580,858	\$ 11,591,788	\$ 11,726,000	\$ 12,136,000	\$ 12,562,000	\$ 13,003,000	\$ 13,457,000
% Increase Over Prior Year	7.2%	5.7%	8.8%	5.2%	5.4%	0.1%	1.2%	3.5%	3.5%	3.5%	3.5%

1% City Sales & Use Tax

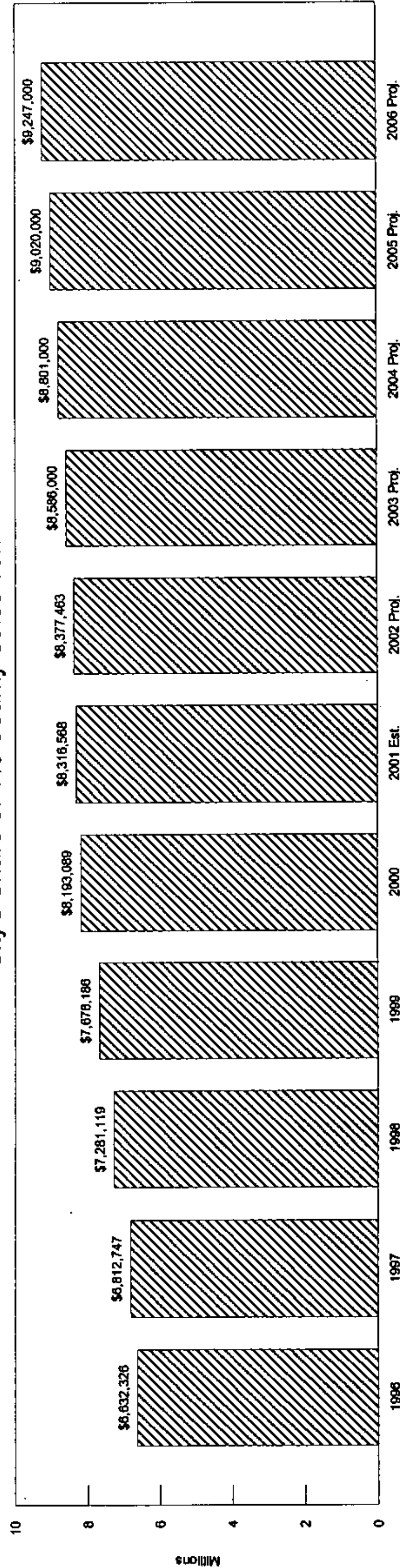


City of Fayetteville, Arkansas
City's Share of 1% County Sales Tax
Collections By Accounting Month

	1996	1997	1998	1999	2000	Actual 2001	Projected 2002	Projected 2003	Projected 2004	Projected 2005	Projected 2006
January	\$ 625,971	\$ 674,973	\$ 680,745	\$ 725,431	\$ 785,505	\$ 774,715	\$ 764,073	\$ 783,000	\$ 803,000	\$ 823,000	\$ 844,000
February	485,058	492,279	544,622	577,057	614,895	638,696	663,418	680,000	697,000	714,000	732,000
March	506,496	504,621	543,851	602,679	634,955	629,316	623,727	639,000	655,000	671,000	688,000
April	541,596	559,434	588,895	616,360	690,281	725,042	761,553	781,000	801,000	821,000	842,000
May	542,284	555,501	568,555	598,606	667,950	641,252	615,621	631,000	647,000	663,000	680,000
June	567,302	562,749	613,591	623,645	701,225	720,198	739,685	758,000	777,000	796,000	816,000
July	584,156	584,308	619,131	617,437	687,375	713,515	740,649	759,000	778,000	797,000	817,000
August	561,538	562,765	620,063	660,059	675,185	688,754	702,595	720,000	738,000	756,000	775,000
September	562,259	598,032	673,215	676,834	717,039	735,978	717,039	735,000	753,000	772,000	791,000
October	567,009	575,333	618,227	663,039	695,639	706,123 est.	706,123	724,000	742,000	761,000	780,000
November	538,963	561,823	605,957	653,719	663,443	673,442 est.	673,442	690,000	707,000	725,000	743,000
December	549,694	580,929	604,267	663,319	659,597	669,538 est.	669,538	686,000	703,000	721,000	739,000
Total	\$ 6,632,326	\$ 6,812,747	\$ 7,281,119	\$ 7,678,186	\$ 8,193,089	\$ 8,316,569	\$ 8,377,463	\$ 8,586,000	\$ 8,801,000	\$ 9,020,000	\$ 9,247,000
% Increase Over Prior Year	7.5%	2.7%	6.9%	5.5%	6.7%	1.5%	0.7%	2.5%	2.5%	2.5%	2.5%

2000 Census Impact Based On New Percentage Change
 \$ 8,076,766
 \$ (116,323)

City's Share of 1% County Sales Tax



**City of Fayetteville, Arkansas
Franchise Fees
Collections By Utility Company**

	1996	1997	1998	1999	2000	Estimated 2001	Projected 2002	Projected 2003	Projected 2004	Projected 2005	Projected 2006
SWEPCO	\$ 692,237	\$ 709,944	\$ 758,315	\$ 743,261	\$ 771,461	\$ 866,000	\$ 892,000	\$ 919,000	\$ 947,000	\$ 975,000	\$ 1,004,000
SW Bell	294,965	318,806	335,300	348,435	363,185	399,000	411,000	423,000	436,000	449,000	462,000
Ozark Electric	222,067	226,848	257,074	261,247	285,297	322,000	319,000	329,000	339,000	349,000	359,000
In Lieu of Taxes	593,232	606,240	644,448	700,524	705,564	705,000	705,000	726,000	748,000	770,000	793,000
Cox Comm.	329,488	319,987	341,291	360,581	371,613	395,000	402,000	414,000	426,000	439,000	452,000
Ark. Western Gas	329,236	411,870	399,477	344,059	389,456	537,000	465,000	479,000	493,000	508,000	523,000
Total	\$ 2,461,225	\$ 2,593,695	\$ 2,735,904	\$ 2,758,108	\$ 2,886,576	\$ 3,224,000	\$ 3,194,000	\$ 3,290,000	\$ 3,389,000	\$ 3,490,000	\$ 3,593,000

% Increase Over Prior Year

5.4%

5.5%

0.8%

4.7%

11.7%

-0.9%

3.0%

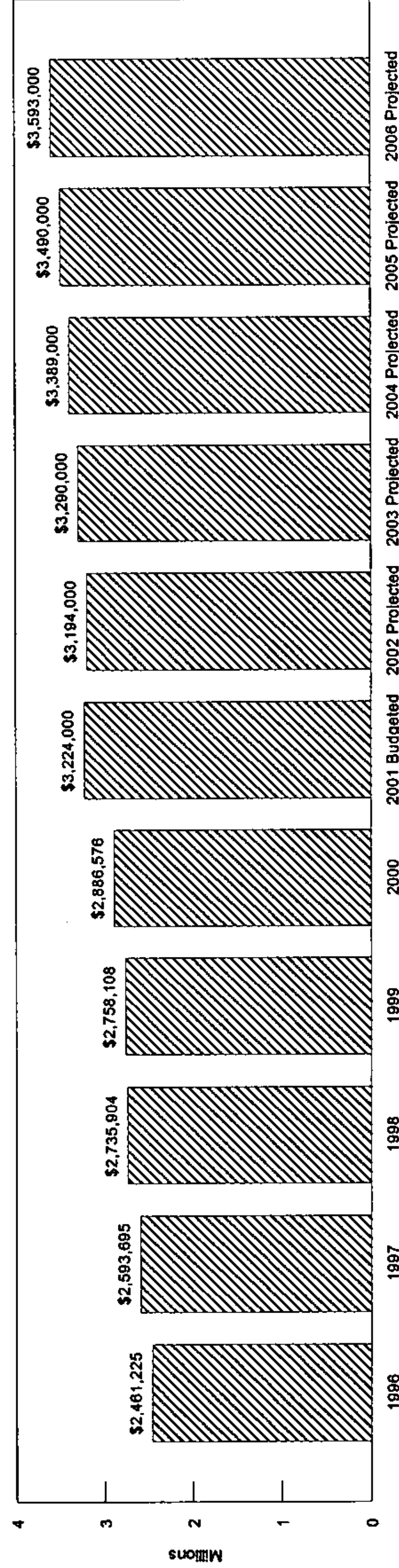
3.0%

3.0%

3.0%

Projected revenue is based on the prior year trends for each individual utility.

Franchise Fees



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody

THRU: Ted H. Webber, Administrative Services Director 

FROM: Budget & Research 

DATE: November 2, 2001

SUBJECT: 2002 Budget Briefing - City Council

As the City moves through the 2002 Budget process it is apparent that changes are needed in the City's spending plans for the next few years. Budget staff recommends that a long term financial plan be developed that addresses the funding limitations Fayetteville is currently facing and will continue to face. A good first step was the development of a citizen survey. Based on other jurisdictions' experience, the City needs to take the additional steps of aligning citizens desires, Council desires and staff viewpoints. An option available to obtain these viewpoints is through a series of steps to have the general public provide input (focus groups) on the services offered by the City and where their priorities are. This process generally takes several months. The results of the this type of process can have an impact on future operating budgets. Below is a listing of issues that can be examined for the coming budget year.

The review of expenditures for General Fund will assist in establishing service priorities and spending plans that will, hopefully, be sustainable (within ongoing operating revenues) into the foreseeable future.

- 1) Review services delivered by outside agencies and determine if the funding is necessary and reduce funding in the same manner as City divisions are expected to reduce.
- 2) Reduction of Full Time Equivalent (FTE) positions within the City (primarily positions that are currently vacant or where an existing employee can be moved in order to eliminate their previous position. The positions to review for possible elimination are primarily in the Administrative Services and General Government Departments.
- 3) Postpone hiring additional firefighters for Fire Station Number Seven and do not increase minimum staffing levels for the Fire Department at this time.
- 4) Review services funded within the Urban Development Department to determine if duplications of effort and expense exist or if a service is funded in General Fund that could be funded in another fund.

- 5) Explore all cost savings potential by reevaluating bicycle, motorcycle, and park patrols, providing door unlocks, reviewing the staffing commitments for school resource officers and other grant funded positions.
- 6) Postpone implementation of Phase II Stormwater compliance until the City is authorized to establish a stormwater utility that will fully fund ongoing operations for the federally mandated compliance effort. The capital requirement would continue to be funded with an allocation of the City sales tax for capital.
- 7) Postpone full implementation of any payrange adjustment. Insure that general employees are treated fairly with civil service (police and fire) employees.
- 8) Explore cost savings potential of combining jail functions with Washington County.
- 9) Explore the cost savings potential of combining code enforcement duties with fire planning duties for the Fire Department personnel.
- 10) Review user fees and adjust as needed. This type of study is a project for the Budget & Research Division to conduct during 2002. The results of this study will identify with reasonable accuracy, the cost of providing the services from which City Council can choose the fee level to charge for the service. The fees are primarily in the Planning, Engineering, and Parks & Recreation areas.

Because the items listed above impact City services and virtually every department of the City, Budget & Research requests guidance on how to proceed from this point on in the 2002 budget process.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of December 4, 2001

FROM:

Connie Edmonston
Name

Park & Recreation
Division

Urban Development
Department

ACTION REQUIRED:

Approval of Request of Proposal #01-11 and contract for Lake Sequoyah Boatdock Operator with Richard Utley in the amount of \$23,700.

COST TO CITY:

\$23,700

Cost of this Request

1010-5250-5315.00

Account Number

Project Number

52,820 (Subject to Council
Category/Project Budget adopting a
budget for 2002)

- 0 -
Funds Used To Date

52,820
Remaining Balance

Contract Services
Category/Project Name

Lake Recreation
Program Name

General Fund
Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

(Subject to an approved budget for 2002)
Budget Manager Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Misha Farkis
Accounting Manager

11/7/01
Date

Nancy Smith
Internal Auditor

11/8/01
Date

D. J. Whitton
City Attorney

11/8/01
Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Resolution to Adopt Contract for Lake Sequoyah Boatdock Operator with Richard Utley.

Connie Edmonston
Division Head

11-6-01
Date

Hugh Earnest
Department Director

11-6-01
Date

William H. Whitton
Administrative Services Director

11/15/01
Date

Alan Coody
Mayor

11/16/01
Date

Cross Reference

New Item: ☒ Yes ☐ No

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and City Council

THRU: Hugh Earnest, Urban Development Director

FROM: Connie Edmonston, Parks & Recreation Superintendent *C.E.*

DATE: November 2, 2001

RE: Resolution to Adopt Contract for Lake Sequoyah Boatdock Operator

Background

A new contract for the Lake Sequoyah Boatdock Operator is required on January 1, 2002. The term of the contract is one year. The contract may be automatically renewed for five consecutive one year terms, with a compensation adjusted each renewal period by three percent of the contracted amount for the prior year. Frank Thorpe operated the boatdock for the past six and a half years until his death on May 1, 2001. Mrs. Thorpe and Richard Utley have operated the lake until the end of the year as approved by City Council in May.

Current Status

Two bids for the Lake Sequoyah Boatdock Operator RFP were received. On October 29, 2001, the Professional Selection Committee interviewed the two applicants.

Recommendation

The Professional Selection Committee and Park Staff recommend Richard Utley be awarded the Lake Sequoyah Boatdock Operator's Contract in the amount of \$23,700. Mr. Utley worked full-time for Frank Thorpe for the past three years in the operations of Lake Sequoyah. The City has been very pleased with Mr. Utley's performance. Attached is a copy of his resume.

Attachments:

Contract

Richard Utley Resume

CITY OF FAYETTEVILLE
Lake Sequoyah Boat Dock Operator Contract

OPERATING CONTRACT FOR LAKE SEQUOYAH BOAT DOCK

For the total amount of **\$1,975.00** to be paid in monthly installments, **Richard Utley** (the "Contractor") agrees to provide the list of services and requirements to the City of Fayetteville beginning January 1, 2002 and ending on December 31, 2002. The term of this agreement is for a twelve month period. Either party may cancel this contract by giving the other party thirty days written notice of cancellation. **Richard Utley** (the "Contractor") further certifies possession of the initial capital monies to commence boat dock operations.

The City agrees to pay the Contractor in current funds for the performance of the listed services and requirements by making payments to the contractor no later than the 15th of each month.

CONTRACTED SERVICES AND REQUIREMENTS

1. Contractor shall operate and manage the Lake Sequoyah Boat Dock. Shall be an independent contractor, not an employee of the City. Opens and closes the lake gates seven days a week at sunrise and sunset. The Lake Sequoyah Boat Dock is closed each year from December 24 through January 14. The operator is responsible for supervising the boat dock during this time.
2. Collect boat stall rentals, storage rentals, fishing permits, and boating permits. These fees are submitted to the Parks and Recreation Office on a weekly basis.
3. Prepare reports and keep records as required by the Parks and Recreation Superintendent.
4. Enforce lake rules and regulations as adopted by the Fayetteville Code of Ordinances Chapter 97, Section 97.070 and 97.999.
5. Purchase and provide proof of liability insurance with a minimum coverage of:
\$300,000.00 for one person involved in death or injury.
\$500,000.00 for two or more persons involved in death or injury.
6. Receive prior approval from the Parks and Recreation Superintendent, for any special event conducted at Lake Sequoyah.
7. Mow the yard surrounding the boat dock office and dock area to maintain a manicured appearance.
8. Pick up trash and clean the office and bathroom on a daily basis. Contractor is to supply cleaning and bathroom supplies.
9. Conduct the following at the Lake Sequoyah Boat Dock:
 - a. Sell concessions in compliance with all applicable State & Federal Laws,

Municipal Ordinances, Health Department Regulations and the rules and regulations of all authorities having jurisdiction over the performance of this project.

- b. Sell fish bait.
 - c. Provide other services which the Parks and Recreation Superintendent determines will enhance the operation of Lake Sequoyah.
10. On call to the boat dock operations 24 hours a day.
11. Upon budget approval by the City Council, the term of the Contract shall be for one (1) year. However, said Contract may automatically renew for four (4) consecutive one (1) year terms, with compensation being adjusted each renewal period by the Consumer Price Index for the prior year. Such automatic renewal shall be subject to budget approval by the City Council.
12. Either party may terminate this contract at any time by giving the other party thirty (30) days written notice of termination.

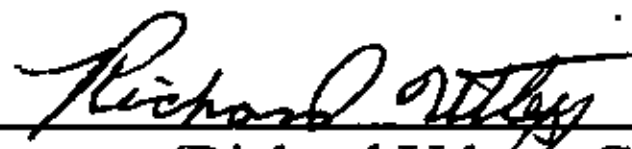
IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which will be deemed an original, in the year and day first above mentioned.

CITY OF FAYETTEVILLE, ARKANSAS
(City)

ATTEST:

Heather Woodruff, City Clerk

DAN COODY, Mayor



(Richard Utley - Contractor)

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of December 4, 2001

FROM:

Richard L. Watson	Police	Police
Name	Division	Department

ACTION REQUIRED: Accept bid 01-53 to purchase 150 Smith and Wesson Model 4006TSW less the trade-in of City owned guns and adopt a budget adjustment. The low bidder was Police Supply DBA Cruiser Tech of Tulsa, Oklahoma.

COST TO CITY:

\$70,027.80	\$8,539.00	Handgun Replacement
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5890.00	\$0.00	Police Improvements
Account Number	Funds Used To Date	Program Name
99017	\$8,539.00	Sales Tax Capital Improvement
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached

[Signature]
Budget Manager Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>[Signature]</u> Accounting Manager	<u>11/16/01</u> Date	<u>[Signature]</u> Internal Auditor	<u>11/16/01</u> Date
<u>[Signature]</u> City Attorney	<u>11/16/01</u> Date	<u> </u> Date	<u> </u> Date
<u> </u> Purchasing Officer	<u> </u> Date	<u> </u> Date	<u> </u> Date

STAFF RECOMMENDATION: Award bid 01-53 for the purchase 150 Smith & Wesson Model 4006STW to Police Supply DBA Cruiser Tech with trade-in of City guns as listed on the bid and approve the budget adjustment.

Division Head	Date
<u>[Signature]</u> Department Director	<u>11-16-01</u> Date
<u>[Signature]</u> Administrative Services Director	<u>11/20/01</u> Date
<u>[Signature]</u> for	<u>11/20/01</u> Date

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #:

Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

M E M O R A N D U M

TO: Mayor Dan Coody

FROM: Richard L. Watson, Chief of Police

R. Watson

DATE: November 16, 2001

SUBJECT: Handgun Replacement Purchase

Attached you will find a request for the City Council to award a bid and approve a budget adjustment regarding the purchase of replacement handguns for our police officers.

The handguns our officers currently carry were put into service in 1991 and the model is no longer manufactured. Because of the age of the weapons and the number of practice rounds shot through these weapons, they have begun to have various parts fail. Our department's armorers have been keeping the guns repaired, but replacement parts are increasingly hard to find.

This project was planned through the CIP and monies were allocated. We are trading-in 145 department owned weapons at a value of \$ 35,450 to help offset the purchase price of \$ 101,992.50. We had hoped to also trade-in some previously forfeited weapons as a further cost savings, but were unable to do so because current State law prevents that.

The Budget Adjustment is accomplished by changing the scope of the generator project to only include the replacement of the generator. The addition of circuits that receive emergency power will be re-budgeted in future years. The items that would have been purchased through the Specialized Police Equipment project will be postponed until the 2002 Capital budget. The office partition project is complete and these funds are available. The purchase of replacement handguns takes priority over the postponement of these other projects.

Thank you for your consideration of this project. If you have any questions please give me a call.

City of Fayetteville
Bid Tabulation
Bid #01-53

Opened 11/8/2001 at 2:00 p.m.

Item #	Description	Quantity	Vendor	Police Supply	Law Enforcement	
			DBA Cruiser Tech	Equipment		
		Unit Price	Total	Unit Price	Total	
1	Smith & Wesson Model 4006TSW	150	\$679.95	\$101,992.50	\$725.28	\$108,792.00
Trade-In Allowance						
2	S & W Model 4026	105	\$250.00	\$26,250.00	\$190.00	\$19,950.00
3	S & W Model 4013	20	\$225.00	\$4,500.00	\$215.00	\$4,300.00
4	S & W Model 17	9	\$175.00	\$1,575.00	\$150.00	\$1,350.00
5	S & W Model 18	3	\$175.00	\$525.00	\$150.00	\$450.00
6	S & W Model 66	2	\$200.00	\$400.00	\$185.00	\$370.00
7	S & W Model 66	1	\$200.00	\$200.00	\$185.00	\$185.00
8	S & W Model 60	1	\$200.00	\$200.00	\$190.00	\$190.00
9	Remington Model 700 ADL	1	\$225.00	\$225.00	\$175.00	\$175.00
10	Steyr Model SSG69	1	\$700.00	\$700.00	\$550.00	\$550.00
11	Steyr Model SSG69	1	\$700.00	\$700.00	\$550.00	\$550.00
12	Remington Model 870	1	\$175.00	\$175.00	\$100.00	\$100.00
Total trade-in			\$35,450.00		\$28,170.00	
Total after trade-in			\$66,542.50		\$80,622.00	

R. Williams 11/8/01
Purchasing Office

Judy Cohen 11/8/01
Witness

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year 2001	Department: Police Division: Capital Improvements Program: Police Handgun Replacement	Date Requested 11/15/2001	Adjustment #
---------------------	---	------------------------------	--------------

Project or Item Requested: Funds to complete the purchase of 150 Smith and Wesson Model 4006TSW per bid #01-53.	Project or Item Deleted: Balance of project 99016 Emergency Generator \$ 40,531.00 Balance of project 00021 Specialized Police Eq. \$12,631.00 Balance of project 99023 Office Partitions \$ 850.00
--	--

Justification of this Increase: The Department had planned to trade-in an additional 130 guns. These guns had been forfeited to the Fayetteville Police Department over the past few years. After requesting the City Attorney verify the legality of trading in these guns it was determined that it was not within the limits of Arkansas State Law. Therefore this budget adjustment became necessary.	Justification of this Decrease: The generator was replaced in Decemeber of 2000. The balance was to add additional circuits to be supplied by the emergency generator when the electricity is off. This will be rebudgeted in future years. The Specialized Police Equipment will be purchased with 2002 Capital funds. The office partition project is complete.
--	--

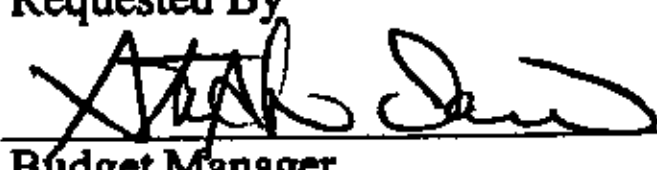
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number
Minor Equipment	54,012	4470	9470	5890	00	99017

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number
Fixed Assets	40,531	4470	9470	5801	00	99016
Fixed Assets	850	4470	9470	5801	00	99023
Fixed Assets	12,631	4470	9470	5801	00	00021

Approval Signatures

Requested By 	Date 11-16-01
Budget Manager 	Date 11-16-01
Department Director 	Date 11/20/01
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type:	A	B	C	D	E
Date of Approval					
Posted to General Ledger					
Posted to Project Accounting					
Entered in Category Log					

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Vendor #:		9384		Vendor Name:		Cruiser Tech	
Address:		6120 E. Admiral PI		FOB Point:			
City:		Tulsa		State:		OK	
Zip:		74115		Ship To Code:		21	
Requester:		J. Cohea		Requester's Employee#:		75	
Extension:		510		Division Head Approval:		<i>R. Watson</i>	
P.O. Number:				Project/SubProject Number:		99017/01	
Expected Delivery				Inventory #			
Requisition No.:		15-01		Taxable:		Yes ☐ No ☐	
Mail:				Yes ☐ No ☐			

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:
1	Gun S&W Model 4006STW per bid 01-53	139	EA	\$679.95	\$94,513.05	4470-9470-5890.00
2	Less trade-in	1	EA	-\$35,450.00	-\$35,450.00	4470-9470-5890.00
3	Gun S&W Model 4006STW per bid 01-53	11	EA	\$679.95	\$7,479.45	1010--1519.00
4		0		\$0.00	\$0.00	
5		0		\$0.00	\$0.00	
6		0		\$0.00	\$0.00	
7		0		\$0.00	\$0.00	
8					\$0.00	
9					\$0.00	
10					\$0.00	
11					\$0.00	
	SHIPPING/HANDLING					

Special Instructions:	
Subtotal:	\$66,542.50
Tax:	\$3,485.30
TOTAL:	\$70,027.80

Mayor: _____ Approvals: _____ Purchasing Manager: _____
 Admin. Services Director: _____ Budget Coordinator: _____ Data Processing Mgr: _____

M E M O R A N D U M

TO: Mayor Dan Coody

FROM: Richard L. Watson, Chief of Police

DATE: November 16, 2001

SUBJECT: Handgun Replacement Purchase

Attached you will find a request for the City Council to award a bid and approve a budget adjustment regarding the purchase of replacement handguns for our police officers.

The handguns our officers currently carry were put into service in 1991 and the model is no longer manufactured. Because of the age of the weapons and the number of practice rounds shot through these weapons, they have begun to have various parts fail. Our department's armorers have been keeping the guns repaired, but replacement parts are increasingly hard to find.

This project was planned through the CIP and monies were allocated. We are trading-in 145 department owned weapons at a value of \$ 35,450 to help offset the purchase price of \$ 101,992.50. We had hoped to also trade-in some previously forfeited weapons as a further cost savings, but were unable to do so because current State law prevents that.

The Budget Adjustment is accomplished by changing the scope of the generator project to only include the replacement of the generator. The addition of circuits that receive emergency power will be re-budgeted in future years. The items that would have been purchased through the Specialized Police Equipment project will be postponed until the 2002 Capital budget. The office partition project is complete and these funds are available. The purchase of replacement handguns takes priority over the postponement of these other projects.

Thank you for your consideration of this project. If you have any questions please give me a call.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

for the Fayetteville City Council meeting of December 4, 2001

FROM: Richard L. Watson Police Police
Name Division Department
ACTION REQUIRED: Approve Radio Maintenance contract to Motorola Inc in the amount of \$21,087.43. This is to cover the radio equipment previously owned by the city that is not covered under the warranty of the new system.

COST TO CITY:
\$21,087.43.00 21,087.43 Radio Maintenance
Cost of this Request Category/Project Budget Category/Project Name
Various Accounts Various Programs
Account Number Funds Used To Date Program Name
N/A 21,087. Various Funds
Project Number Remaining Balance Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

[Signature] Administrative Services Director
Budget Manager

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marsha Farthing 11/16/01 Nancy Smith 11/16/01
Accounting Manager Date Internal Auditor Date
[Signature] 11/16/01 ADA Coordinator Date
City Attorney Date
Purchasing Officer Date

STAFF RECOMMENDATION: Authorize Mayor and City Clerk to enter into contract with Motorola Inc for radio maintenance.

Karl Steel 11-15-01
Division Head Date
[Signature] 11-16-01
Department Director Date
[Signature] 11/20/01
Administrative Services Director Date
[Signature] 11/20/01
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #:

Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Members of the City Council

FROM: Richard L. Watson, ^{By RLT} Chief of Police

DATE: November 15, 2001

SUBJECT: Approve contract to Motorola, Inc for Radio Maintenance.

This contract is for a one year period from January 1, 2002 through December 31, 2002. The annual amount for this contract is \$21,087.43. Motorola, Inc. was selected to handle our radio maintenance for the following reasons:

- ✓ The subcontractor Smith Two Way is the only authorized Motorola service and repair facility in Northwest Arkansas.
- ✓ The subcontractor has an experienced staff of technicians which will be assigned to our contract.
- ✓ Motorola offers factory authorized training at no cost to the authorized service centers to ensure they have the best trained personnel in the radio industry.
- ✓ Motorola offers Field Technical Representation Services (engineers) who are available to assist subcontractors when problems arise. This service is provided free to Motorola maintenance customers when needed.

This covers the radio equipment previously owned by the City of Fayetteville that is not covered under the warranty of the new system.



Jim Slusser
Customer Support Manager
637 Shady Bridge Lane
Keller, Texas 76248
james.slusser@motorola.com

SERVICES QUOTE

v4.3 Build 0020

Motorola
A. 4. Page 3

TO:
Kathy Stocker
Dispatch Manager
City of Fayetteville, AR
113 West Mountain Street
Fayetteville, AR 72701
(501) 587-3561
(501) 587-3563

(817) 788-2640 Phone
(817) 605-0971 Fax

Phone
Fax

	TERMS	Attached
ANNUAL TOTAL	\$	19,988.04
MONTHLY TOTAL	\$	1,665.67

Thank you for your inquiry dated:

15-Nov-01

We are pleased to quote you the following:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	ANNUAL EXT
	SVC01SVC1220	Radio Repair Service	\$675.99	\$8,111.88
13	SVC467AA	ENH: MCS2000		
32	SVC508AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)		
96	SVC469AA	ENH: MTS2000		
	SVC01SVC1423	Local Radio Support Service	\$355.75	\$4,269.00
13	SVC366AA	ENH: MCS2000		
32	SVC408AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)		
96	SVC368AA	ENH: MTS2000		
	SVC01SVC1420	Local Infrastructure Repair Service	\$680.00	\$8,160.00
5		HLN1024 Paging Decoder		
5		Micor Repeaters		
	SVC984	Field Response Services	(\$46.07)	(\$552.84)
1		Annual Payment Discount		

ION	SERVICES DESCRIPTION	MONTHLY EXT	ANNUAL EXT
	Subtotal - Recurring Services	\$1,665.67	\$19,988.04
	Subtotal - One-time Event Services		\$0.00
	Grand Total		\$19,988.04

We will be happy to supply any further information you may need and trust that you will call on us to fill your order, which will receive our prompt and careful attention. This quote is provided for informational (or budgetary) purposes only and does not constitute an offer to sell.

This quotation is valid until:

2/13/2002

PER

11/15/01
DATE



1307 East Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

SERVICE AGREEMENT Motorola A. 4. Page 5

Agreement Order #: 0619013560401

Supersedes Agreement #(s): 615000814

Date: 11/15/2001

Company Name: City of Fayetteville, AR

Attn:

Billing Address: 113 West Mountain Street

City, State, Zip: Fayetteville, AR 72701

Customer Contact: Kathy Stocker

Phone: (501) 587-3581

Fax: (501) 587-3563

Required P.O.: No

Customer #: 1011442374

Bill to Tag #: Fayetteville, AR 72701

Contract Start Date: 01/01/02

Contract Expiration Date: 12/31/02

Auto Renew: No

Payment Cycle: Annually

Tax Exempt: No

PO #:

Qty	Model/Option	Description	Monthly Ext	Annual Ext
13	SVC01SVC1220	Radio Repair Service	\$ 675.89	\$ 8,111.88
32	SVC467AA	ENH: MCS2000		
96	SVC508AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)		
	SVC469AA	ENH: MTS2000		
13	SVC01SVC1423	Local Radio Support Service	\$ 355.75	\$ 4,269.00
32	SVC368AA	ENH: MCS2000		
96	SVC408AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)		
	SVC368AA	ENH: MTS2000		
5	SVC01SVC1420	Local Infrastructure Repair Service	\$ 680.00	\$ 8,160.00
5		HLN1024 Paging Decoder		
		Micor Repeaters		
1	SVC984	Field Response Services	\$ (46.07)	\$ (552.84)
		Annual Payment Discount		

Additional terms, definitions and conditions of this SERVICE AGREEMENT are attached.

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Micor Repeaters and Paging Decoders covered 24X7. ☐
All subscriber units will be delivered to Smith Two-Way. ☐
Subscriber units are serviced during normal business hours.

SUBTOTAL - RECURRING SERVICES \$ 1,665.67 \$ 19,988.04

SUBTOTAL - ONE-TIME EVENT SERVICES \$ -

TOTAL \$ 1,665.67 \$ 19,988.04

TAXES \$ - \$ -

GRAND TOTAL \$ 1,665.67 \$ 19,988.04

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

SUBCONTRACTOR(S)	CITY	STATE
MOTOROLA - RADIO SUPPORT CENTER	ROCKFORD	IL
SMITH TWO-WAY RADIO, INC.	FAYETTEVILLE	AR

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	Customer Support Manager	11/15/01
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
Jim Slusser	(817) 788-2640	(817) 805-0971
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX



1307 East Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

SERVICE AGREE

Motorola
A. 4. Page 7

Agreement Order #: 0619013560401

Supersedes Agreement #(s): 615000814

Date: 11/15/2001

Company Name: City of Fayetteville, AR

Attn:

Billing Address: 113 West Mountain Street

City, State, Zip: Fayetteville, AR 72701

Customer Contact: Kathy Stocker

Phone: (501) 587-3561

Fax: (501) 587-3563

Required P.O.: No

Customer #: 1011442374

Bill to Tag #: Fayetteville, AR 72701

Contract Start Date: 01/01/02

Contract Expiration Date: 12/31/02

Auto Renew: No

Payment Cycle: Annually

Tax Exempt: No

PO #:

Qty	Model/Option	Description	Monthly Ext	Annual Ext
13	SVC01SVC1220	Radio Repair Service	\$ 675.99	\$ 8,111.88
32	SVC467AA	ENH: MCS2000		
96	SVC508AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)		
	SVC469AA	ENH: MTS2000		
13	SVC01SVC1423	Local Radio Support Service	\$ 355.75	\$ 4,269.00
32	SVC366AA	ENH: MCS2000		
96	SVC408AA	ENH: SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR)		
	SVC368AA	ENH: MTS2000		
5	SVC01SVC1420	Local Infrastructure Repair Service	\$ 680.00	\$ 8,160.00
5		HLN1024 Paging Decoder		
		Micor Repeaters		
1	SVC984	Field Response Services	\$ (46.07)	\$ (552.84)
		Annual Payment Discount		

Additional terms, definitions and conditions of this SERVICE AGREEMENT are attached.

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Micor Repeaters and Paging Decoders covered 24X7.
All subscriber units will be delivered to Smith Two-Way.
Subscriber units are serviced during normal business hours.

SUBTOTAL - RECURRING SERVICES \$ 1,665.67 \$ 19,988.04

SUBTOTAL - ONE-TIME EVENT SERVICES \$ -

TOTAL \$ 1,665.67 \$ 19,988.04

TAXES \$ - \$ -

GRAND TOTAL \$ 1,665.67 \$ 19,988.04

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

SUBCONTRACTOR(S)	CITY	STATE
MOTOROLA - RADIO SUPPORT CENTER	ROCKFORD	IL
SMITH TWO-WAY RADIO, INC.	FAYETTEVILLE	AR

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)		
<i>Jim Slusser</i>	Customer Support Manager	10/15/01
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
Jim Slusser	(817) 788-2640	(817) 605-0971
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX

IS SOLUTIONS SERVICE AGREEMENT is entered into by and between Motorola, Inc. ("Motorola") and the customer named in this Agreement ("Customer").

SECTION 1 DEFINITIONS. "Agreement" means this iSolutions Service Agreement and its Attachments, if any, which are attached hereto and incorporated by reference. "Equipment" means the communication equipment that is specified in the Attachments or that is subsequently added to this Agreement. "Services(s)" means those installation, maintenance, repair, support, training, and other services referred to both herein and in the Attachments.

SECTION 2 ACCEPTANCE. Customer agrees to accept the terms of this Agreement and to pay the prices set forth herein. The terms and conditions set forth in this Agreement and in the Attachments will become binding only when accepted in writing by Motorola. The term of this Agreement will commence on the date specified in this Agreement, including any Attachments ("Start Date").

SECTION 3 SCOPE OF SERVICES. A. Motorola will provide the Services generally described in this Agreement. Certain Services may require more particular description or definition, or may require detailed Statement(s) of Work. If particular descriptions or detailed Statement(s) of Work are required, and are not otherwise attached to this Agreement, Motorola and Customer hereby agree to be bound by any additional terms included in those Attachments, which are fully incorporated in this Agreement as set forth in SECTION 1. B. Motorola may also provide additional services ("Additional Services") at Customer's request. Such Additional Services will be billed at Motorola's then-applicable rates for such services. C. If Motorola is providing Services for Equipment: (i) Motorola will use its or parts of equal quality will be used; (ii) the Equipment will be Serviced at levels set forth in Motorola's product manuals; and, (iii) routine service procedures that are prescribed from time to time by Motorola for its products will be followed. D. Any Equipment purchased by Customer from Motorola that becomes part of the same communications system as the Equipment covered under this Agreement ("Additional Equipment") will be automatically added to this Agreement and will be billed at the applicable rates after the warranty period has expired. E. All Equipment must be in good working order on the Start Date or at the time the Equipment is added to the Agreement. Customer must provide a complete serial number and model number list either prior to the Start Date or prior to the time that the Equipment is added to the Agreement. F. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments. G. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice. H. If Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, a state of technology, or the practical feasibility of the scope of Services as specified in the Attachments, Motorola may: (1) modify the scope of Services provided to such Equipment; (2) remove such Equipment from the Agreement; or (3) increase the price to Service such Equipment. I. Customer must promptly notify Motorola directly of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased under this Agreement.

SECTION 4 EXCLUDED SERVICES. A. Service does not include the repair or replacement of Equipment that has become defective or damaged due to physical damage, chemical misuse or abuse from causes such as lightning, power surges, or liquids. B. Unless specifically included in this Agreement, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium. C. Unless specifically included in this Agreement, Service does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, etc. D. Unless specifically set forth in this Agreement, Service does not include upgrading or reprogramming of Equipment; accessories, belt clips, battery chargers, custom or Special Products, modified units, or software. E. Service does not include certification programs, software support, reprogramming of Software or modifications to Equipment related to assuring the correct processing, providing, or receiving of data from, into, or between the year 1999 and the year 2000.

SECTION 5 RIGHT TO SUBCONTRACT/ASSIGNMENT. Motorola may assign its rights and obligations under this Agreement and may subcontract any portion of Motorola's performance called for by this Agreement.

SECTION 6 TIME AND PLACE OF SERVICE. Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer agrees to provide Motorola, at no charge, a non-hazardous work environment with shelter, heat, light, and power and with clear and free access to the Equipment. Waivers of liability from Motorola and/or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that enable Motorola to perform its obligations under this Agreement. Unless otherwise specified in this Agreement, the hours of Service will be hours of 8:30 a.m. to 5:30 p.m., excluding weekends and holidays.

refer to spec terms

SECTION 7 CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be manned twenty-four (24) hours per day, seven (7) days per week and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

SECTION 8 PAYMENT. Unless alternative payment terms are specifically set forth in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. *30 days*

SECTION 9 WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days following completion of those Services. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

SECTION 10 CERTIFICATION DISCLAIMER. Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or fulfills its obligations under this Agreement, unless such certifications have been expressly accepted and signed by a Motorola authorized signatory.

SECTION 11 DEFAULT/TERMINATION. A. In the event that any sum of money owed by Customer is not paid when due and remains unpaid for a period of thirty (30) days after receipt by Customer of written notice of such delinquency, Motorola may terminate this Agreement effective upon seven (7) days written notice to either party defaults in the performance of any of its obligations set forth in this Agreement and the default remains uncured for a period of thirty (30) days after receipt by such party of written notice from the other party detailing the specific contractual obligation and the nature of the default thereunder, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon the giving of notice in writing to the defaulting party. B. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including but not limited to payments which may be due and owing at the time of termination. Upon the effective date of termination, Motorola will have no further obligation to provide Services. C. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement.

ement.

SECTION 12 LIMITATION OF LIABILITY. Notwithstanding any other provision, except for personal injury or death, Motorola's total liability for losses, whether breach of contract, negligence, warranty, or strict liability in tort, is limited to the price of the previous twelve months of Services provided under this Agreement. IN NO EVENT WILL MOTOROLA BE LIABLE FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LIQUIDATED DAMAGES, COMMERCIAL PROFITS OR SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE LAW.

SECTION 13 EXCLUSIVE TERMS AND CONDITIONS. A. Customer acknowledges that this Agreement supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the Services performed. Neither the Agreement nor the Attachments may be altered, amended, or modified except by a written agreement signed by both authorized representatives of both parties. B. In the event of a conflict between the main body of this Agreement and any Attachments, the main body of this Agreement will take precedence, unless the Attachment specifically states otherwise. C. Customer agrees to reference this Agreement on any purchase order(s) issued in furtherance of this Agreement. Neither party shall be bound by any terms contained in Customer's purchase order(s), acknowledgements or other writings unless: (i) such purchase order(s), acknowledgements or other writings terms specifically refer to this Agreement; (ii) and clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order(s), acknowledgements or other writings are signed by duly authorized representatives of both parties.

SECTION 14 PROPRIETARY INFORMATION; CONFIDENTIALITY. A. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission, or as required by law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement. B. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola has no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

SECTION 15 FCC LICENSES AND OTHER AUTHORIZATIONS. Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

SECTION 16 OWNERSHIP OF INTELLECTUAL PROPERTY. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership title or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

SECTION 17 COVENANT NOT TO EMPLOY. During the term of this Agreement, and continuing for a period of two years thereafter, Customer agrees not to hire, nor to engage on contract, nor to solicit the employment of, nor to recommend employment to any third party of any Motorola employee or Motorola subcontractor with whom there is contact during an assignment under this Agreement, without the prior, written authorization of Motorola. If, at any time, this provision is found to be overly broad under the laws of the applicable jurisdiction, this provision shall be modified as necessary to conform to such laws rather than be stricken herefrom.

SECTION 18 MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. Such property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

SECTION 19 GENERAL TERMS. A. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Illinois. C. Failure to exercise any right will not operate as a waiver of that right, power, or privilege. D. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control. E. Except for money due upon an open account, no action may be brought for any breach of this Agreement more than one (1) year after the accrual of such cause of action. F. THIS AGREEMENT WILL AUTOMATICALLY RENEW, FOR AN ADDITIONAL ONE YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER PARTY NOTIFIES THE OTHER OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. G. If Motorola provides Services under this Agreement, the termination or expiration of this Agreement, the terms and conditions and any prices in effect at the time of the termination or expiration will apply to those Services.

Arkansas

STAFF REVIEW FORM

TCA Cable
A. 5. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF December 4, 2001 MAYOR'S APPROVAL _____

FROM:

Kit Williams
NameLegal
DivisionCity Attorney
Department

ACTION REQUIRED: A Resolution Authorizing TCA Cable Partners To Continue To
Operate The Cable Communications System.

COST TO CITY:

Cost of this Request	Category/Project Budget	Category/Project Name
Account Number	Funds Used to Date	Program Name
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

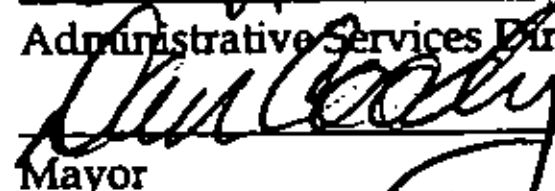
GRANTING AGENCY: _____

Accounting Manager	Date
	11-20-01
City Attorney	Date

Internal Auditor	Date
ADA Coordinator	Date

Purchasing Officer	Date
--------------------	------

STAFF RECOMMENDATION:

Division Head	Date
	11-20-01
Department Director	Date
	11/20/01
Administrative Services Director	Date
	11/20/01
Mayor	Date

CROSS REFERENCE

New Item: Yes No

Previous Ordinance/Resolution No.: _____

RESOLUTION NO. _____

DRAFT

A RESOLUTION AUTHORIZING TCA CABLE
PARTNERS TO CONTINUE TO OPERATE
THE CABLE COMMUNICATIONS SYSTEM

WHEREAS, the City of Fayetteville, Arkansas ("City") passed and adopted an Ordinance (hereinafter referred to as the "Franchise") granting a non-exclusive franchise; and

WHEREAS, the Franchise is currently held by TCA Cable Partners ("TCA"); and

WHEREAS, pursuant to Section 47 U.S.C. §546(a) TCA provided notification to the City of TCA's intent to seek renewal of the Franchise under 4 U.S.C. §546(a-g); and

WHEREAS, pursuant to Section 47 U.S.C. §546(a) the City properly commenced franchise renewal proceedings; and

WHEREAS, the City and TCA have agreed, pursuant to 47 U.S.C. §546(h), to conduct franchise renewal negotiations informally in an attempt to reach a mutually acceptable franchise agreement; and

WHEREAS, the City and TCA are interested in continuing informal discussions and negotiations regarding franchise renewal; and

WHEREAS, both the City and TCA desire to expressly reserve all of their respective rights under state and federal law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. The City hereby authorizes TCA to continue to operate the cable television system in the City of Fayetteville, in full compliance with all of the terms and conditions of the Franchise, for a period commencing on December 1, 2001 and continuing through either the date of which TCA's Franchise is either renewed or until June 30, 2002 whichever shall first occur.

Section 2. This Resolution shall become effective upon the occurrence of both of the following conditions:

- 1) The resolution being passed and adopted by the City Council of the City of Fayetteville, and;

- 2) TCA's acceptance of this resolution and the franchise for the terms specified in paragraph (1) above, provided TCA accepts and agrees to this extension.

PASSED AND APPROVED this 4th day of December, 2001.

APPROVED:

By: _____
DAN GOODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

ACCEPTANCE

TCA Cable Partners, hereby acknowledges the City of Fayetteville Resolution authorizing TCA Cable Partners to continue to operate the cable system December 1, 2001 through June 30, 2002 ("Resolution") attached hereto and hereby accepts each and every term, provision and recital of the Resolution and agrees to be bound by the terms and provisions of the Franchise in accordance with the Resolution.

Dated: December _____, 2001

TCA CABLE PARTNERS

By: _____

DRAFT
DENNIS YOCUM

Its: _____

SUBSCRIBED AND SWORN to before me this _____ day of December, 2001.

Notary Public

My Commission Expires:

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

Dec. 4

For the Fayetteville City Council meeting of November 20, 2001

FROM:

Gary Dumas
Name

Airport
Division

General Gvmt.
Department

ACTION REQUIRED: Request review and approval of a contract with John P. Marinoni Construction Co., Inc. to construct Trench Drains in the T-hangar ramp. They were the low bid out of seven for \$41,022.14. A grant has been approved by the Arkansas State Aeronautics Commission and the City will be responsible for 25 % of the cost. A Budget Adjustment for funding of this project was approved by the City Council on July 3rd for \$19,085.

COST TO CITY:

\$41,022
(\$30,767) State Grant
Cost of this Request
5550 3960 5804.00
Account Number
98056
Project Number

\$ 110,354
Category/Project Budget
\$ 5,669
Funds used to date
\$ 104,685
Remaining Balance

Drake Field Trench Drains
Category/Project Name
Airport Capital Exp
Program Name
Airport
Fund

BUDGET REVIEW:

☒ Budgeted Item

☐ Budget Adjustment

Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: Arkansas State Aeronautic Comm.

Masha Farthing
Accounting Manager
D. P. Whitely
City Attorney

11/12/01
Date
11/13/01
Date

Purchasing Officer

Date

ADA Coordinator
Darryl Smalley
Internal Auditor

Date
11/13/01
Date

STAFF RECOMMENDATION: The Airport Board at their Nov. 1st meeting recommended the contract be forwarded to the City Council for approval.

Division Head

Department Director

Administrative Services Director

Mayor

Date
11-19-01
Date
11/20/01
Date
11/20/01
Date

Cross Reference

New Item: Yes No
Prev. Ord/Res#: _____
Orig Cont. Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

4500 School Ave., Suite F
Fayetteville, AR 72701
501.718.7642

AIRPORT MANAGEMENT
GARY DUMAS, ENVIRONMENTAL SERVICES DIRECTOR / AIRPORT MANAGER INTERIM

TO: Dan Coody, Mayor
Fayetteville City Council Members

FROM: Gary Dumas, Utility Services Director / Interim Airport Manager

THRU: Staff Review Committee

DATE: November 9, 2001

SUBJECT: Hangar Drainage E, F, & G

Background: On September 13th, 2001 Bids were opened for this project. None of the bids were within the required 25% of Certified Funds for the project. Therefore, bids were rejected, revisions to the project were designed by engineers, and the project was re-bid.

Bid Results: Bids were opened on November 1, 2001 for the revised project. Nine (9) companies submitted bids for the project. The low bid was submitted by Marinoni Construction - \$41,022.14. This bid is well within the budgeted funds for the project.

On November 1, 2001 the Airport Board made a recommendation to forward the contract with Marinoni Construction to the City Council for approval.

Budget Considerations: Funds have been budgeted for this project. The State Department of Aeronautics has approved a grant for the project for 75% of the project cost. The remaining 25% of the cost will be expended from the Airport Fund.

Requested Action: Staff requests that the City Council make a motion to accept the low bid and approve the contract with Marinoni Construction.

GD/jn

Attachments: Bid results
Construction Contract

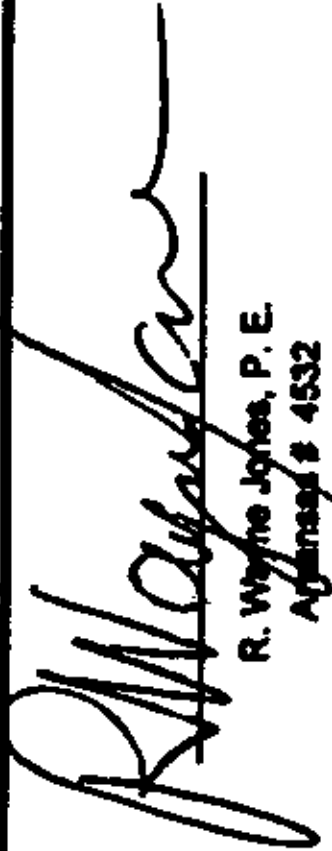
BID TAB
McCLELLAND CONSULTING ENGINEERS, INC.
FY012142
TRENCH DRAINS
DRAKE FIELD
Fayetteville, AR
November 1, 2001, 10:00 A.M.

CONTRACTOR	TOTAL BASE BID
Harrison Davis Construcion	\$67,385.00
Marinoni Construction	\$41,022.14
McClinton-Anchor	\$68,622.00
Township Builders, Inc.	\$126,285.00
Midland Construction	\$56,918.50
Tomlinson Asphalt	\$62,695.25
Asphalt Concrete Enterprises, Inc.	\$93,690.00

BID TABULATION
DRAKE FIELD TRENCH DRAINS
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
MCE PROJECT NO. FY012142
NOVEMBER 1, 2001

Item #	Description	Qty.	Unit	JOHN P. MARINONI CONSTRUCTION CO. INC.		MIDLAND CONSTRUCTION, INC.		APAC-ARKANSAS, INC. McClinton-Anchor Div.		TOWNSHIP BUILDERS	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Previous Concrete Surface Pvc Pipe and Bedding	1,395	LF	\$21.90	\$30,550.50	\$30.30	\$42,268.50	\$31.00	\$43,245.00	\$83.00	\$87,885.00
2	5-Inch thick Concrete Patch w/Black Dye	35	SY	\$38.26	\$1,339.10	\$50.00	\$1,750.00	\$50.00	\$1,750.00	\$200.00	\$7,000.00
3	8-Inch Diameter PVC Pipe and Bedding	250	LF	\$16.36	\$4,095.00	\$20.00	\$5,000.00	\$21.50	\$5,375.00	\$32.00	\$8,000.00
4	Concrete Head-wass Structure	6	EA	\$506.04	\$3,036.24	\$800.00	\$3,600.00	\$437.00	\$2,622.00	\$1,600.00	\$9,600.00
5	Ditch Grading	1	LS	\$1,129.00	\$1,129.00	\$2,000.00	\$2,000.00	\$11,205.00	\$11,205.00	\$9,010.00	\$9,010.00
6	Seed/Straw/Fertilizer	1	ACRE	\$746.00	\$746.00	\$2,000.00	\$2,000.00	\$4,225.00	\$4,225.00	\$4,100.00	\$4,100.00
7	Bermuda Sod	30	SY	\$4.21	\$126.30	\$10.00	\$300.00	\$8.00	\$240.00	\$23.00	\$690.00
	TOTAL BASE BID (Items 1 - 7)				\$41,022.14		\$56,918.50		\$68,662.00		\$126,285.00

Item #	Description	Qty.	Unit	TOMLINSON ASPHALT COMPANY, INC.		HARRISON DAVIS CONSTRUCTION CO. INC.		ASPHALT CONCRETE ENTERPRISES CONST	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Previous Concrete Surface Pvc Pipe and Bedding	1,395	LF	\$31.00	\$43,245.00	\$37.00	\$51,815.00	\$80.00	\$83,700.00
2	5-Inch thick Concrete Patch w/Black Dye	35	SY	\$77.15	\$2,700.25	\$72.00	\$2,520.00	\$50.00	\$1,750.00
3	8-Inch Diameter PVC Pipe and Bedding	250	LF	\$30.00	\$7,500.00	\$15.00	\$3,750.00	\$10.00	\$2,500.00
4	Concrete Head-wass Structure	6	EA	\$800.00	\$3,600.00	\$900.00	\$5,400.00	\$500.00	\$3,000.00
5	Ditch Grading	1	LS	\$2,700.00	\$2,700.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
6	Seed/Straw/Fertilizer	1	ACRE	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
7	Bermuda Sod	30	SY	\$15.00	\$450.00	\$20.00	\$600.00	\$8.00	\$240.00
	TOTAL BASE BID (Items 1 - 7)				\$62,695.25		\$67,385.00		\$93,690.00


R. Wayne Jones, P. E.
Arkansas # 4532

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
DESIGNED TO SERVE

November 6, 2001

Mr. Dale Frederick
Airport Department
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RECEIVED

NOV 06 2001

AIRPORT

Re: Trench Drains for T-Hangars
Drake Field

Dear Mr. Frederick:

Enclosed please find four (4) copies of the Contract for the above referenced project for City approval at the Nov. 20th City Council Meeting.

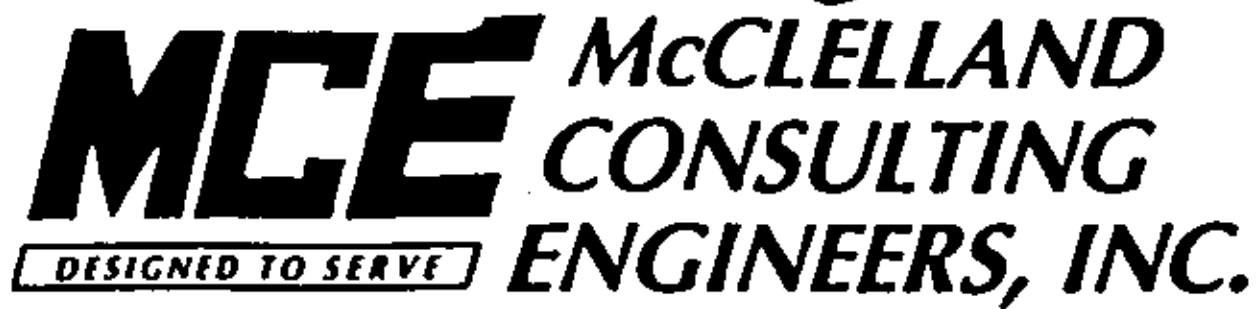
If there are any questions regarding the Contract, please contact us.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.


R. Wayne Jones, P.E.
Vice President

Enclosures: Contract (4 copies)



P.O. Box 1229
Fayetteville, Arkansas 72702-1229
501-443-2377
FAX 501-443-9241

November 6, 2001

Mr. Dale Frederick
Airport Department
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RECEIVED
NOV 06 2001
AIRPORT

Re: Trench Drains for T-Hangars
Drake Field

Dear Mr. Frederick:

Enclosed please find four (4) copies of the Contract for the above referenced project for City approval at the Nov. 20th City Council Meeting.

If there are any questions regarding the Contract, please contact us.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "R. Wayne Jones", is written over the typed name and title.

R. Wayne Jones, P.E.
Vice President

Enclosures: Contract (4 copies)

DOCUMENT 00500

CONTRACT

THIS AGREEMENT, made and entered into on the ____ day of November, 2001, by and between John P. Marinoni Construction Co. Inc. herein called the Contractor, and the City of Fayetteville, Arkansas, hereinafter called the Owner:

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein and are entitled Drake Field Trench Drains, dated August 2001.

Advertisement for Bids
Instructions to Bidders
Unit Price Bid
Notice of Award Contract
Performance Bond
Performance Bond

Payment Bond
Notice to Proceed
General Conditions
Supplementary Conditions
Specifications
Drawing - 2 sheets.

2. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Bid, in lawful money of the United States, the amount of:

Forty One Thousand Twenty Two and 14/100 dollars (\$ 41,022.14)

3. The Work will be completed within 45 calendar days after the date when the Contract Time commences to run as provided in Notice to Proceed.
4. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the times specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3 for Substantial Completion.
5. That within 30 days of receipt of an approved payment request, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided in the General Conditions, which is to be withheld by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the

construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within 5 days after the receipt of notice from the Owner, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.
8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Owner in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

SEAL:

WITNESSES:

CONTRACTOR

By John P. Mariani

CEO
Title

ATTEST:

Clerk

CITY OF FAYETTEVILLE, ARKANSAS
OWNER

By _____
Mayor

**STAFF REVIEW FORM**AGENDA REQUEST XXXX

CONTRACT REVIEW _____

GRANT REVIEW _____

Mitchell Oil

A. 7. Page 1

For the Fayetteville City Council meeting of December 4, 2001**FROM:**W.A. Oestreich

Name

Fleet Operations

Division

Public Works

Department

ACTION REQUIRED:

A RESOLUTION APPROVING A CONTRACT TO PURCHASE GASOLINE AND DIESEL FUEL FOR CITY OF FAYETTEVILLE VEHICLES AND EQUIPMENT AND TO PROVIDE A FUELING FACILITY. THE VENDOR IS MITCHELL OIL CO., INC., 1832 S. SCHOOL ST., FAYETTEVILLE, AR 72701, VENDOR #7900 (MAILING ADDRESS: P. O. BOX 1466, FAYETTEVILLE, AR., 72702

COST TO CITY:**\$ AS REQUIRED**

Cost of this Request

9700-1910-5213.009700-1910-5213.01

Account Number

\$ AS APPROVED

Category/Project Budget

\$ 0.00

Funds Used To Date

\$ 0.00

Remaining Balance

NOT APPLICABLE

Category/Project Name

Vehicle Maintenance

Program Name

Shop

Fund

N/A

Project Number

BUDGET REVIEW:XX Budgeted Item

____ Budget Adjustment Attached

Steph Davis (subject to City Council approval of a budget for 2002.)

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:**GRANTING AGENCY:**

Maria Fauthin
Accounting Manager

11/7/01
Date

ADA Coordinator

Date

D. J. Whitel
City Attorney

11/8/01
Date

Nancy Smith
Internal Auditor

11/8/01
Date

Danfa Vice
Purchasing Officer

Date

STAFF RECOMMENDATION

Approval of Contract as listed above and attached hereto.

Division Head

Date

11-8-01

Date

11/15/01

Date

11/16/01

Date

Department Director

Administrative Services Director

Mayor

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #:

Orig Contract Date:

CONTRACT FOR FLEET FUEL SERVICES

This Agreement is entered into on this _____ day of, _____, 2001 between the City of Fayetteville, hereinafter known as the "City" and Mitchell Oil Company, Inc., hereinafter known as the "Vendor."

IN CONSIDERATION of the mutual covenants contained herein, the City and the Vendor agree as follows:

- 1. City shall pay Vendor for services rendered as set forth in Vendor's Bid. Charges will be invoiced to City at the end of each of Vendor's monthly accounting periods based upon the Pricing Structure set forth in Vendor's Response to the City's Request For Quotation submitted by Vendor on October 22, 2001 and incorporated herein by reference as if set forth in its entirety word for word. The charges invoiced to the City will be for product delivered by Vendor during the preceding accounting period. All invoices are due upon receipt and shall be paid by the City unless disputed within ten (10) days of their receipt.
- 2. The documents which comprise this contract between City and the Vendor consist of this contract and the following documents, which are incorporated herein by reference as if set forth in its entirety word for word:
 - a. Bid form identified as INVITATION TO BID issued October 10, 2001 for fleet fuel services;
 - b. Vendor's proposal and all supporting documents and correspondence submitted by the Vendor in response to INVITATION TO BID issued October 10, 2001.
- 3. Vendor shall furnish a certificate of insurance addressed to the City, showing that he carries the following insurance which shall be maintained throughout the term of the contract.

<u>Workers Compensation</u>	Statutory Amount
-----------------------------	------------------

Comprehensive General and Automobile Insurance

Bodily Injury Liability	\$300,000/person injured. \$500,000 for each accident.
Property Damage Liability	\$250,000 for each accident. \$500,000 aggregate

4. These contract documents shall remain in full force and effect for a term of one (1) year, after which they shall automatically renew for five (5) additional one (1) year terms, unless the parties by mutual agreement, choose to amend or terminate the agreement prior to the expiration of the then current term.
5. Vendor agrees to make available all records related to Vendor's performance under this contract for review by the City and City auditors as requested. Vendor agrees to comply with the Arkansas Freedom of Information Act as applicable.
6. Nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville under the Constitution and Statutes of the State of Arkansas.
7. All notices required or permitted under this agreement shall be submitted in writing to the other party in this agreement by certified mail, return receipt requested, which notice shall be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville Dan Coody, Mayor 113 West Mountain St. Fayetteville, AR 72701	Mitchell Oil Company, Inc. Stanley Rogers, President 1832 S. School Fayetteville, AR 72701
---	---
8. Neither party may assign any of its rights or obligations under this agreement, without the express written consent of the other. Nor shall this agreement be construed to bestow any rights or benefits upon anyone other than the Vendor and the City.
9. The parties agree and understand that this Agreement is exclusive of any and all other agreements, and that it in no way alters, amends or abridges any rights, obligations or duties of the parties contained in such agreements.
10. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of any other breaches by either party.
11. These contract documents constitute the entire understanding of the parties, and no modification or variation of the terms of these agreements shall be valid unless made in writing and signed by the duly authorized agents of the City and the Vendor.

12. Each paragraph of these contract documents is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
13. These contract documents shall be interpreted according to and enforced under the laws of the State of Arkansas.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

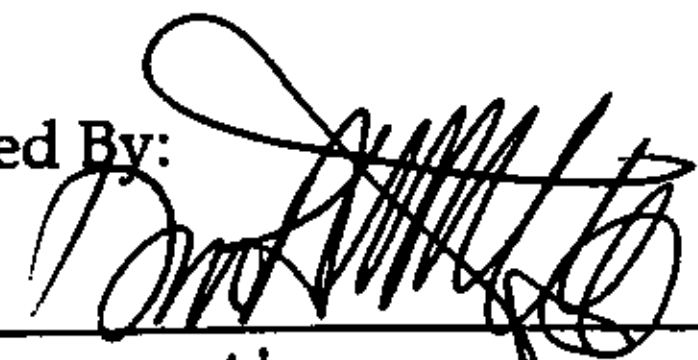
Mitchell Oil Company, Inc.

City of Fayetteville


Stanley Rogers, President

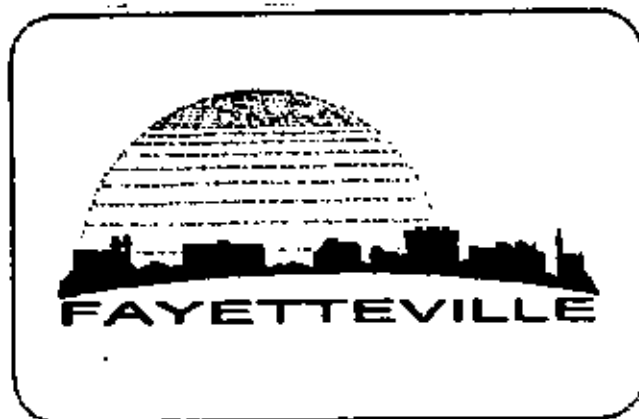
Dan Coody, Mayor

Attested By:


Dwain Mitchell

Attested By:

Heather Woodruff, City Clerk



CITY OF FAYETTEVILLE

113 W. Mountain St.

Fayetteville, AR 72701

FLEET OPERATIONS

501-444-3494

INVITATION TO BID

BID #: 01-54

DATE ISSUED: October 10, 2001

DATE & TIME OF OPENING: October 22, 2001 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED: As Listed below.

F.O.B.: Fayetteville, AR

ITEM:	DESCRIPTION:	QTY.	* PRICE:
PER ATTACHED SCHEDULE			

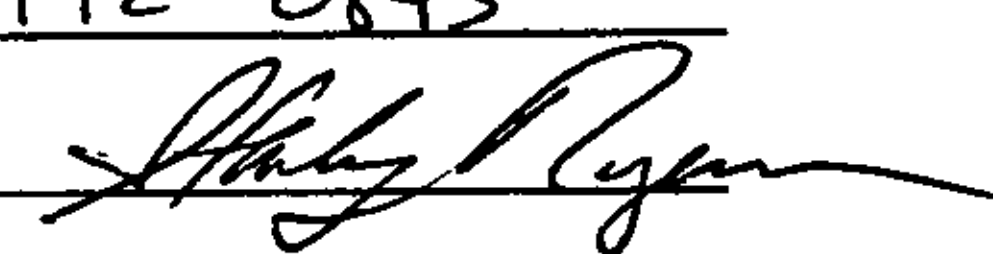
EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including terms and standard conditions, and pertinent information regarding the article being bid on. Unsigned bids will be rejected.

*NAME OF FIRM: Mitchell Oil Co., Inc.

*BUSINESS ADDRESS: 1832 S. School

*CITY: Fayetteville *STATE: AR *ZIP: 72701

*PHONE: (501) 442-2661 *FAX: (501) 442-0845

*AUTHORIZED SIGNATURE: Stanley Rogers 

*TITLE: President

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND; NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION OF THIS BID.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.
6. All bid prices shall be FOB Pump Locations.
7. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

BID # 01-54

BASIC PROPOSAL REQUIREMENTS

ITEM #1 UNLEADED GASOLINE

General Requirements are as follows for the furnishing of an accepted commercial grade of a minimum 87 octane gasoline. The approximate usage rate is 150,000 Gallons annually.

Fuel is to be provided at a readily accessible location within the City Limits of the City of Fayetteville which will allow unattended fueling on a 24 hour per day, 7 day per week basis. Dispensing of fuel shall be controlled in a manner which will allow the City of Fayetteville to utilize the currently issued fuel keys and Fuelpoint (Gasboy). Installation of the Gasboy Control Head and reader will be provided by the City. In addition, any required dedicated telephone service will be provided by the City. Maintenance costs of the Gasboy and related equipment shall be the responsibility of the City. Maintenance of the storage facility, tanks, and pumping equipment shall be the responsibility of the vendor. The fueling facility shall be

properly lighted and secured to prevent any unauthorized use of fuel. The facility shall provide a traffic pattern which safely moves any/all types of motor vehicles currently operated by the City without the necessity of backing. An alternate fueling location shall be provided in the event of equipment failure to allow an uninterrupted supply of fuel. The alternate location shall be maintained in a manner consistent with the initial site. All storage tanks shall be tested on a regular basis for moisture content with test results provided to the City. Maintenance of an acceptable level shall be the responsibility of the vendor. Verification of fuel quality and conformance to Accepted Commercial Grade shall be provided to the City when requested. Responsibility to comply with all Federal, State and Local Requirements regarding the storage facility shall remain with the vendor without recourse to the City in the event of any violations.

ALL PRICING IS TO BE PER GALLON

1. Base Price per Gallon: .8919
This shall be based on an average for the period of
September 15, 2001 through October 1, 2001.
Verification Required
2. Source of Pricing Structure: DTN
3. Applicable Taxes: .2150
4. Environmental Fees: .0020
5. Handling Fees: .0250
6. Additional Fees: .0250
Explain: Equipment Maintenance, Utilities,
- Total Price Per Gallon: 1.1589
7. Primary Fueling Location: 731 S. Razorback Rd.
8. Alternate Fueling Location: Mobile Truck

**ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS FROM THE
ABOVE LISTED REQUIREMENTS MUST BE CLEARLY ANNOTATED. IN THE
ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN**

STRICT COMPLIANCE WITH ALL TERMS AND CONDITIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

ITEM #2 DYED DIESEL FUEL

General Requirements are as follows for the furnishing of an accepted commercial grade of #2 Diesel Fuel. The approximate usage rate is 180,000 Gallons annually.

Fuel is to be provided at a readily accessible location within the City Limits of the City of Fayetteville which will allow unattended fueling on a 24 hour per day, 7 day per week basis. Dispensing of fuel shall be controlled in a manner which will allow the City of Fayetteville to utilize the currently issued fuel keys and Fuelpoint (Gasboy). Installation of the Gasboy Control Head and reader will be provided by the City. In addition, any required dedicated telephone service will be provided by the City. Maintenance costs of the Gasboy and related equipment shall be the responsibility of the City. Maintenance of the storage facility, tanks, and pumping equipment shall be the responsibility of the vendor. The fueling facility shall be properly lighted and secured to prevent any unauthorized use of fuel. The facility shall provide a traffic pattern which safely moves any/all types of motor vehicles currently operated by the City without the necessity of backing. An alternate fueling location shall be provided in the event of equipment failure to allow an uninterrupted supply of fuel. The alternate location shall be maintained in a manner consistent with the initial site. All storage tanks shall be tested on a regular basis for moisture content with test results provided to the City. Maintenance of an acceptable level shall be the responsibility of the vendor. Verification of fuel quality and conformance to Accepted Commercial Grade shall be provided to the City when requested. Responsibility to comply with all Federal, State and Local Requirements regarding the storage facility shall remain with the vendor without recourse to the City in the event of any violations.

ALL PRICING IS TO BE PER GALLON

1. Base Price per Gallon: .8776
This shall be based on an average for the period of
September 15, 2001 through October 1, 2001.
Verification Required
2. Source of Pricing Structure: DTN
3. Applicable Taxes: Sales Tax
4. Environmental Fees: .0020
5. Handling Fees: .0250
6. Additional Fees: .0250

Explain: Equipment Maintenance, Utilities

Total Price Per Gallon: .9296

7. Primary Fueling Location: 731 S. Razoehack Rd.

8. Alternate Fueling Location: Mobile Trucks

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS FROM THE ABOVE LISTED REQUIREMENTS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS AND CONDITIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

ITEM #3 DYED WINTER MIX DIESEL FUEL

General Requirements are as follows for the furnishing of an accepted commercial grade of Dyed Winter Mix Diesel Fuel (75% #2 - 25% #1). The approximate usage rate is 50,000 Gallons annually. Time frame for the use of this fuel will be at the discretion of the City.

Fuel is to be provided at a readily accessible location within the City Limits of the City of Fayetteville which will allow unattended fueling on a 24 hour per day, 7 day per week basis. Dispensing of fuel shall be controlled in a manner which will allow the City of Fayetteville to utilize the currently issued fuel keys and Fuelpoint (Gasboy). Installation of the Gasboy Control Head and reader will be provided by the City. In addition, any required dedicated telephone service will be provided by the City. Maintenance costs of the Gasboy and related equipment shall be the responsibility of the City. Maintenance of the storage facility, tanks, and pumping equipment shall be the responsibility of the vendor. The fueling facility shall be properly lighted and secured to prevent any unauthorized use of fuel. The facility shall provide a traffic pattern which safely moves any/all types of motor vehicles currently operated by the City without the necessity of backing. An alternate fueling location shall be provided in the event of equipment failure to allow an uninterrupted supply of fuel. The alternate location shall be maintained in a manner consistent with the initial site. All storage tanks shall be tested on a regular basis for moisture content with test results provided to the City. Maintenance of an acceptable level shall be the responsibility of the vendor. Verification of fuel quality and conformance to Accepted Commercial Grade shall be provided to the City when requested. Responsibility to comply with all Federal, State and Local Requirements regarding the storage facility shall remain with the vendor without recourse to the City in the event of any violations.

ALL PRICING IS TO BE PER GALLON

1. Base Price per Gallon: .8876
This shall be based on an average for the period of
September 15, 2001 through October 1, 2001.
Verification Required
2. Source of Pricing Structure: DTN
3. Applicable Taxes: SALES TAX
4. Environmental Fees: .0020
5. Handling Fees: .0250
6. Additional Fees: .0250
Explain: Equipment Maintenance, Utilities
- Total Price Per Gallon: .9396
7. Primary Fueling Location: 731 S. Razorback Rd.
8. Alternate Fueling Location: Mobil Truck

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS FROM THE
ABOVE LISTED REQUIREMENTS MUST BE CLEARLY ANNOTATED. IN THE
ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN
STRICT COMPLIANCE WITH ALL TERMS AND CONDITIONS AND THE
SUPPLIER SHALL BE HELD LIABLE.

ITEM #4 ALTERNATE TO DYED WINTER MIX DIESEL FUEL

General Requirements are as follows for the furnishing of an accepted commercial grade of an alternate to Dyed Winter Mix Diesel Fuel. This will consist of standard dyed #2 Fuel with an accepted additive to prevent gel and wax in weather below freezing. The approximate usage rate is 50,000 Gallons annually. Time frame for the use of this fuel will be at the discretion of the City.

Fuel is to be provided at a readily accessible location within the City Limits of the City of Fayetteville which will allow unattended fueling on a 24 hour per day, 7 day

per week basis. Dispensing of fuel shall be controlled in a manner which will allow the City of Fayetteville to utilize the currently issued fuel keys and Fuelpoint (Gasboy). Installation of the Gasboy Control Head and reader will be provided by the City. In addition, any required dedicated telephone service will be provided by the City. Maintenance costs of the Gasboy and related equipment shall be the responsibility of the City. Maintenance of the storage facility, tanks, and pumping equipment shall be the responsibility of the vendor. The fueling facility shall be properly lighted and secured to prevent any unauthorized use of fuel. The facility shall provide a traffic pattern which safely moves any/all types of motor vehicles currently operated by the City without the necessity of backing. An alternate fueling location shall be provided in the event of equipment failure to allow an uninterrupted supply of fuel. The alternate location shall be maintained in a manner consistent with the initial site. All storage tanks shall be tested on a regular basis for moisture content with test results provided to the City. Maintenance of an acceptable level shall be the responsibility of the vendor. Verification of fuel quality and conformance to Accepted Commercial Grade shall be provided to the City when requested. Responsibility to comply with all Federal, State and Local Requirements regarding the storage facility shall remain with the vendor without recourse to the City in the event of any violations.

ALL PRICING IS TO BE PER GALLON

1. Base Price per Gallon: .8976
This shall be based on an average for the period of
September 15, 2001 through October 1, 2001.
Verification Required
2. Source of Pricing Structure: DTN
3. Applicable Taxes: Sales Tax
4. Environmental Fees: .0020
5. Handling Fees: .0250
6. Additional Fees: .0250
Explain: Equipment Maintenance, Utilities
- Total Price Per Gallon: .9496
7. Primary Fueling Location: 731 S. Razorback Rd.

8. Alternate Fueling Location: Mobil Trunks

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS FROM THE ABOVE LISTED REQUIREMENTS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS AND CONDITIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided when each Supplier clearly states on the face of his proposal exactly the manner proposed to furnish the products required to comply with the needs of the City and forwards necessary descriptive material which clearly indicates the product/method proposed. All Bids are subject to Staff analysis. Fleet requirements, User Department/Division requirements, site location, site condition, service availability and support capabilities will be considered. Please direct all inquiries regarding this proposal to the City of Fayetteville, Attn: Fleet Operations Superintendent, 1525 S. Happy Hollow Road, Fayetteville, AR 72701, 501-444-3494.

DEPARTMENTAL CORRESPONDENCE

TO: City Council

THRU: Dan Coody, Mayor 

FROM: Budget & Research 

DATE: November 21, 2001

SUBJECT: 2002-2006 Capital Improvement Program

Attached is a revised summary listing of the capital improvements planned over the next five years. The revisions incorporated in this listing reflect the changes discussed with City Council last evening. The project to bury the utility lines behind the Town Center is included on the unfunded project listing and is not included in this listing.

If you have any questions please contact Stephen Davis at 575-8296.

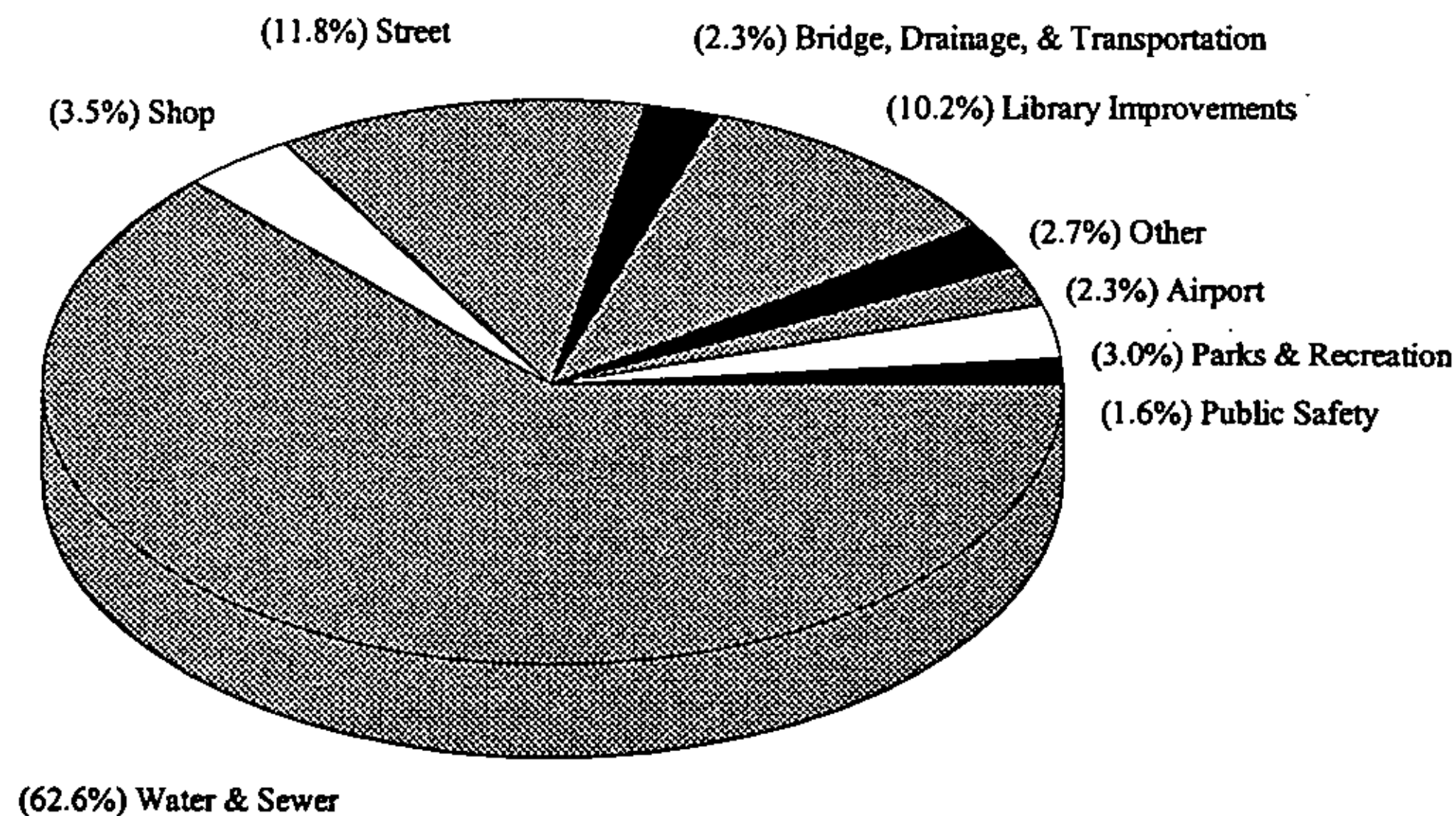
Thank you.

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Summary of Project Requests & Project Resources
By Fund - All Sources

Project Requests	2002	2003	2004	2005	2006	Total
Airport Fund	\$ 3,030,000	\$ 971,000	\$ 205,000	\$ 511,000	\$ 292,000	\$ 5,009,000
Parks Development Fund	549,000	544,000	539,000	546,000	530,000	2,708,000
Sales Tax Capital Improvements Fund	10,108,000	7,780,000	6,318,000	6,762,000	7,527,000	38,495,000
Shop Fund	2,452,000	627,000	1,846,000	1,532,000	1,112,000	7,569,000
Water & Sewer Fund	2,926,000	2,692,000	2,275,000	2,401,000	2,275,000	12,569,000
W.W.T.P. Bond Fund	25,000,000	35,000,000	30,000,000	30,000,000		120,000,000
Library Construction Fund	11,093,000	9,324,000				20,417,000
Off-Street Parking Fund	38,000	35,000	23,000	18,000	23,000	137,000
Parking Deck Bond Fund	2,500,000		4,115,000			6,615,000
Solid Waste Fund	1,940,000	135,000	116,000	150,000	150,000	2,491,000
Unfunded Projects						106,068,000
	<u>\$ 59,636,000</u>	<u>\$ 57,108,000</u>	<u>\$ 45,437,000</u>	<u>\$ 41,920,000</u>	<u>\$ 11,909,000</u>	<u>\$ 322,078,000</u>

Resources Available	2002	2003	2004	2005	2006	Total
Airport Fund	\$ 3,030,000	\$ 971,000	\$ 205,000	\$ 511,000	\$ 292,000	\$ 5,009,000
Parks Development Fund	549,000	544,000	539,000	546,000	530,000	2,708,000
Sales Tax Capital Improvements Fund	10,108,000	7,780,000	6,318,000	6,762,000	7,527,000	38,495,000
Shop Fund	2,452,000	627,000	1,846,000	1,532,000	1,112,000	7,569,000
Water & Sewer Fund	2,926,000	2,692,000	2,275,000	2,401,000	2,275,000	12,569,000
W.W.T.P. Bond Fund	25,000,000	35,000,000	30,000,000	30,000,000		120,000,000
Library Construction Fund	11,093,000	9,324,000				20,417,000
Off-Street Parking Fund	38,000	35,000	23,000	18,000	23,000	137,000
Parking Deck Bond Fund	2,500,000		4,115,000			6,615,000
Solid Waste Fund	<u>1,940,000</u>	<u>135,000</u>	<u>116,000</u>	<u>150,000</u>	<u>150,000</u>	<u>2,491,000</u>
	<u>\$ 59,636,000</u>	<u>\$ 57,108,000</u>	<u>\$ 45,437,000</u>	<u>\$ 41,920,000</u>	<u>\$ 11,909,000</u>	<u>\$ 216,010,000</u>

Capital Improvement Projects By Project Area - All Sources 2002 - 2006



City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
By Project Area - All Sources
Five Year Summary

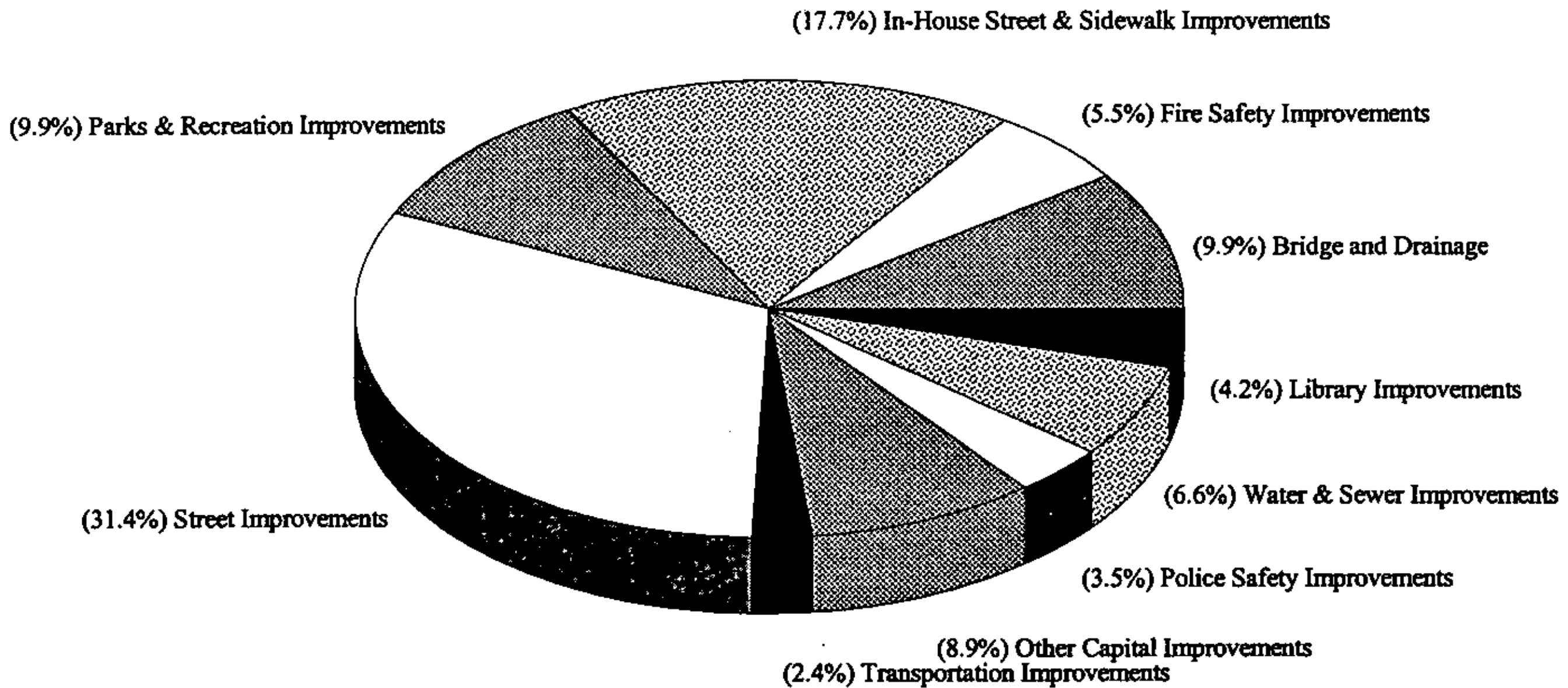
Project Area	2002	2003	2004	2005	2006	Total
Airport	\$ 3,030,000	\$ 971,000	\$ 205,000	\$ 511,000	\$ 292,000	\$ 5,009,000
Bridge, Drainage, & Transportation	1,467,000	809,000	685,000	886,000	1,036,000	4,883,000
Library Improvements	11,259,000	10,066,000	161,000	257,000	275,000	22,018,000
Parks & Recreation	1,583,000	1,188,000	1,033,000	1,380,000	1,329,000	6,513,000
Public Safety	808,000	884,000	693,000	612,000	464,000	3,461,000
Shop	2,452,000	627,000	1,846,000	1,532,000	1,112,000	7,569,000
Street	5,403,000	4,280,000	7,967,000	3,631,000	4,249,000	25,530,000
Water & Sewer	30,485,000	37,692,000	32,275,000	32,401,000	2,275,000	135,128,000
Other	3,149,000	591,000	572,000	710,000	877,000	5,899,000
	<u>\$ 59,636,000</u>	<u>\$ 57,108,000</u>	<u>\$ 45,437,000</u>	<u>\$ 41,920,000</u>	<u>\$ 11,909,000</u>	<u>\$ 216,010,000</u>

Capital Improvement Projects

Sales Tax Capital Improvements Funding

By Project Category

2002 - 2006



City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Sales Tax Capital Improvements Funding
By Project Category

Project Category	2002	2003	2004	2005	2006	Total
Fire Safety Improvements	\$ 337,000	\$ 575,000	\$ 443,000	\$ 425,000	\$ 350,000	\$ 2,130,000
Police Safety Improvements	471,000	309,000	250,000	187,000	114,000	1,331,000
Library Improvements	166,000	742,000	161,000	257,000	275,000	1,601,000
Parks & Recreation Improvements	1,034,000	644,000	494,000	834,000	799,000	3,805,000
Bridge and Drainage Improvements	1,132,000	646,000	500,000	700,000	835,000	3,813,000
In-House Street & Sidewalk Improvements	1,254,000	1,350,000	1,400,000	1,365,000	1,449,000	6,818,000
Street Improvements	1,649,000	2,930,000	2,452,000	2,266,000	2,800,000	12,097,000
Transportation Improvements	297,000	128,000	162,000	168,000	178,000	933,000
Water & Sewer Improvements	2,559,000					2,559,000
Other Capital Improvements	1,209,000	456,000	456,000	560,000	727,000	3,408,000
	<u>\$ 10,108,000</u>	<u>\$ 7,780,000</u>	<u>\$ 6,318,000</u>	<u>\$ 6,762,000</u>	<u>\$ 7,527,000</u>	<u>\$ 38,495,000</u>

Source/Division	Project	Page	2002	2003	2004	2005	2006	Total Request
<u>Airport Fund</u>								
<u>Airport Improvements</u>								
Airport	Professional Services	9	\$ 473,000	\$ 128,000	\$ 193,000	\$ 54,000	\$ 171,000	1,019,000
	Ernest Lancaster Drive Extension - Phase II	10	60,000	270,000				330,000
	East Taxiway and Hangar Apron Extensions	11	2,457,000					2,457,000
	Hangar Rehabilitation	12	40,000	11,000	12,000	13,000	13,000	89,000
	Runway Seal Coat	13		562,000				562,000
	Perimeter Fencing Improvements	14				444,000		444,000
	Airfield Marking	15					108,000	108,000
Total Airport Fund Projects			<u>3,030,000</u>	<u>971,000</u>	<u>205,000</u>	<u>511,000</u>	<u>292,000</u>	<u>5,009,000</u>
<u>Parks Development Fund</u>								
<u>Parks & Recreation Improvements</u>								
Parks & Rec.	Community Park Development	17	90,000		466,000	473,000	457,000	1,486,000
	Lake Fayetteville/Sequoia Improvements	18	288,000					288,000
	White River Baseball Complex Improvements	19	25,000	41,000				66,000
	Park Beautifications	20	75,000					75,000
	Lights of the Ozarks	21	73,000	73,000	73,000	73,000	73,000	365,000
	Fayetteville Boys & Girls Club Expansion	22		430,000				430,000
Total Parks Development Fund Projects			<u>549,000</u>	<u>544,000</u>	<u>539,000</u>	<u>546,000</u>	<u>530,000</u>	<u>2,708,000</u>
<u>Sales Tax Capital Improvements Fund</u>								
<u>Fire Safety Improvements</u>								
Fire	Fire Apparatus - Ladder Truck	24	150,000					150,000
	Fire Station #7 - Escrow Funds	25	167,000	555,000				722,000
	Facility Maintenance	26	20,000	20,000	20,000	25,000	25,000	110,000
	Fire Apparatus - Expansion Pumper	27			275,000			275,000
	Fire Training Center	28			148,000	400,000		548,000
	Fire Apparatus - Replacement Pumper	29					325,000	325,000
			<u>337,000</u>	<u>575,000</u>	<u>443,000</u>	<u>425,000</u>	<u>350,000</u>	<u>2,130,000</u>
<u>Police Safety Improvements</u>								
Police	Radio System Replacement	31	294,000					294,000
	Mobile Data System	32	10,000		30,000	40,000	40,000	120,000
	PC/Terminal - Upgrade/Replacements	33	11,000		10,000	10,000	10,000	41,000
	Police Building Improvements	34	55,000		10,000	10,000	9,000	84,000
	Specialized Police Equipment	35	47,000		40,000	20,000	20,000	127,000
	Evidence Storage Improvements	36	54,000					54,000
	Public Safety Computer System Replacement	37		309,000		15,000	15,000	339,000
	Dash Mounted Police Car Video Systems	38			60,000			60,000
	Police Department Expansion	39			100,000	92,000	20,000	212,000
			<u>471,000</u>	<u>309,000</u>	<u>250,000</u>	<u>187,000</u>	<u>114,000</u>	<u>1,331,000</u>
<u>Library Material Purchases & Improvements</u>								
Library	Library Materials Purchases	41	161,000	165,000	161,000	257,000	275,000	1,019,000
	Library HVAC Replacement & Improvement	42	5,000	5,000				10,000
	New Central Library - Site Improvements	43		572,000				572,000
			<u>166,000</u>	<u>742,000</u>	<u>161,000</u>	<u>257,000</u>	<u>275,000</u>	<u>1,601,000</u>
<u>Parks & Recreation Improvements</u>								
Parks & Rec.	Fayetteville Boys & Girls Club Expansion	45	250,000					250,000
	Trail/Greenway/Park Land Acquisition & Development	46	500,000	300,000	250,000	350,000	310,000	1,710,000
	Trail & Drainage Improvements	47	155,000					155,000
	Other Park & Safety Improvements	48	54,000	50,000				104,000
	Playground & Picnic Improvements	49	25,000	20,000	20,000	25,000	25,000	115,000
	Neighborhood Park Development	50	50,000	10,000	40,000	75,000	80,000	255,000
	White River Baseball Complex Improvements	51		100,000				100,000
	Community Park Development	52		130,000		200,000	275,000	605,000
	Park Beautifications	53		34,000	34,000	34,000	34,000	136,000
	Wilson Park Improvements	54			150,000			150,000
	Lake Fayetteville - North Shore Park Improvements	55				150,000		150,000
	Gulley Park Improvements	56					75,000	75,000
			<u>1,034,000</u>	<u>644,000</u>	<u>484,000</u>	<u>834,000</u>	<u>799,000</u>	<u>3,805,000</u>

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Comprehensive Detail

Source/Division	Project	Page	2002	2003	2004	2005	2006	Total Request
Bridge and Drainage Improvements								
Engineering	Betty Jo Drive Drainage Improvements	58	282,000	68,000				350,000
	Holly Street and Vista Drive Drainage Improvements	59	600,000					600,000
	Shenandoah Drainage Improvements	60	250,000					250,000
	Drainage Study and Phase II Stormwater Management	61		200,000	200,000	200,000		600,000
	Dead Horse Mountain Road - Bridge Cost Sharing	62		378,000				378,000
	Miscellaneous Drainage Improvements	63			300,000	500,000	500,000	1,300,000
	Lake Sequoyah Bridge Improvements	64					335,000	335,000
			<u>1,132,000</u>	<u>646,000</u>	<u>500,000</u>	<u>700,000</u>	<u>835,000</u>	<u>3,813,000</u>
In-House Street & Sidewalk Improvements								
Sidewalk	Sidewalk Improvements	66	250,000	300,000	350,000	315,000	335,000	1,550,000
Street	Pavement Improvements	67	1,004,000	1,050,000	1,050,000	1,050,000	1,114,000	5,268,000
			<u>1,254,000</u>	<u>1,350,000</u>	<u>1,400,000</u>	<u>1,365,000</u>	<u>1,449,000</u>	<u>6,818,000</u>
Street Improvements								
Engineering & Street	Ruppel Road Extension - South of Highway 16 West	69	750,000					750,000
	Old Missouri Road - Stubblefield Road to Rolling Hills	70	570,000					570,000
	Shiloh & Futrell - Intersection & Signalization	71	200,000					200,000
	Gregg Avenue & Appleby Road Intersection	72	129,000					129,000
	Gregg Avenue - Hwy. 71 to Mud Creek Bridge	73		1,250,000				1,250,000
	Street ROW/Intersection/Cost Sharing Improvements	74		350,000	500,000	150,000	150,000	1,150,000
	Old Missouri Road - Rolling Hills to Old Wire Road	75		513,000				513,000
	Old Missouri Road - Joyce Blvd. to Mud Creek Bridge	76		817,000				817,000
	Gregg Avenue - Township to Hwy. 71	77			500,000	728,000		1,228,000
	Shiloh Drive Extension	78			1,452,000			1,452,000
	Mission Boulevard (Highway 45 East) - ROW	79				1,388,000		1,388,000
	Huntsville Road (Highway 16 East) - ROW	80					600,000	600,000
	Old Wire Road - Mission Boulevard to Township Street	81					1,100,000	1,100,000
	Van Asche Boulevard Cost Share	82					950,000	950,000
			<u>1,649,000</u>	<u>2,930,000</u>	<u>2,452,000</u>	<u>2,266,000</u>	<u>2,800,000</u>	<u>12,097,000</u>
Transportation Improvements								
Traffic	Gregg Avenue & Appleby Road Traffic Signal	84	40,000					40,000
	LED Traffic Signal Lens Replacement	85	164,000					164,000
	Traffic Signal Improvements	86	65,000	100,000	133,000	126,000	134,000	558,000
	M.U.T.C.D. Sign Material	87	28,000	28,000	29,000	42,000	44,000	171,000
			<u>297,000</u>	<u>128,000</u>	<u>162,000</u>	<u>168,000</u>	<u>178,000</u>	<u>933,000</u>
Water & Sewer Improvements								
Water/Sewer & Engineering	Sanitary Sewer Rehabilitation	89	564,000					564,000
	Mount Sequoyah Water/Sewer System Upgrade	90	1,995,000					1,995,000
			<u>2,559,000</u>					<u>2,559,000</u>
Other Capital Improvements								
Accounting	Infrastructure Appraisal Services	94	20,000					20,000
Animal Services	Shelter Quarantine Upgrade	100	31,000					31,000
	kennel Upgrade	106	22,000					22,000
Budget	Budgeting & Planning Software System	105	150,000					150,000
Building Maint.	Building Improvements	98	150,000	150,000	150,000	150,000	150,000	750,000
Cable Admin.	P.E.G. Television Center - Equipment	104	46,000	46,000	46,000	72,000	64,000	274,000
City Wide	Municipal Management System	92	263,000					263,000
Information Tech.	Microcomputer Replacements	93	35,000	35,000	38,000	38,000	38,000	184,000
	Local Access Network (LAN) Upgrades	95	60,000				75,000	135,000
	Geographic Information System	102	83,000	60,000	52,000	140,000	140,000	475,000
	Printer Replacements	103	30,000	30,000	35,000	35,000	35,000	165,000
	AS/400 Minicomputer System Upgrades	108					100,000	100,000
Inspections	Automated Field Inspection System	99	77,000					77,000
Mayor's Admin.	Economic Development Matches	107	75,000	75,000	75,000	75,000	75,000	375,000
Public Lands	Forestry Program	101	60,000	60,000	60,000	50,000	50,000	280,000
Street	City Shop/Public Works Facility Security	97	75,000					75,000
Utilities Mgt.	Automated Citizen Information System	96	32,000					32,000
			<u>1,209,000</u>	<u>456,000</u>	<u>456,000</u>	<u>560,000</u>	<u>727,000</u>	<u>3,408,000</u>
Total Sales Tax Capital Improvements Fund Projects			<u>10,108,000</u>	<u>7,780,000</u>	<u>6,318,000</u>	<u>6,762,000</u>	<u>7,527,000</u>	<u>38,495,000</u>

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Comprehensive Detail

CIP
B. 6. Page 7

Source/Division	Project	Page	2002	2003	2004	2005	2006	Total Request
<u>Shop Fund</u>								
<u>Vehicles & Equipment</u>								
Fleet Operations	Police/Passenger Vehicles - Repl / Exp	110	330,000	299,000	329,000	381,000	338,000	1,675,000
	Sanitation Vehicles/Equipment - Repl / Exp	111	1,120,000		820,000	366,000	685,000	2,991,000
	Light/Medium Utility Vehicles - Repl / Exp	112	438,000	250,000	210,000	376,000		1,274,000
	Medium/Heavy Utility Vehicles - Repl / Exp	113	86,000					86,000
	Back Hoe/Loaders - Repl / Exp	114	109,000		384,000	128,000		621,000
	Tractor/Mower - Repl / Exp	115	96,000	58,000		217,000	91,000	462,000
	Other Vehicles/Equipment - Repl / Exp	116	188,000					188,000
	Construction Equipment - Repl / Exp	117	85,000	20,000	103,000	64,000		272,000
Total Shop Fund Projects			2,452,000	627,000	1,846,000	1,532,000	1,112,000	7,569,000
<u>Water & Sewer Fund</u>								
<u>Wastewater Treatment Improvements</u>								
W.W.T.P.	W.W.T.P. Building Improvements	119	70,000	70,000	20,000	20,000	20,000	200,000
	Plant Pumps and Equipment	120	90,000	90,000	90,000	90,000	90,000	450,000
	Testing Equipment	121	14,000	14,000	14,000	14,000	14,000	70,000
	Computer System Upgrade/Maintenance	122	8,000	8,000	8,000	8,000	8,000	30,000
	Upgrade/Replace Lift Stations	123	50,000	50,000	50,000	50,000	50,000	250,000
			230,000	230,000	180,000	180,000	180,000	1,000,000
<u>Water & Sewer Improvements</u>								
Water/Sewer & Engineering	Sanitary Sewer Rehabilitation	125	1,086,000	1,248,000	1,062,000	1,666,000	1,439,000	6,501,600
	Water and Sewer Cost Sharing	126	111,000	150,000	150,000	150,000	150,000	711,000
	Rodgers Drive Water Tank	127	280,000					280,000
	North College Avenue Water Line - Maple to North	128	878,000					878,000
	Gregg Water/Sewer Relocations - 71 to Mud Creek	129		745,000				745,000
	Jackson, Lakeside, and Kings Drive Water Lines	130			604,000			604,000
	South School Water Line Replacement	131					227,000	227,000
			2,355,000	2,143,000	1,816,000	1,816,000	1,816,000	9,946,000
<u>Water & Sewer Services Improvements</u>								
W/S Services	Water Meters	133	296,000	314,000	274,000	274,000	274,000	1,432,000
	Backflow Prevention Assemblies	134	5,000	5,000	5,000	5,000	5,000	25,000
	Water & Sewer Rate/Operations Study	135	40,000			126,000		166,000
			341,000	319,000	279,000	405,000	279,000	1,623,000
Total Water & Sewer Fund Projects			2,926,000	2,692,000	2,275,000	2,401,000	2,275,000	12,569,000
<u>W.W.T.P. Bond Fund</u>								
<u>Water & Sewer Improvements</u>								
Water/Sewer & Engineering	Wastewater System Improvement Project	137	11,800,000	35,000,000	30,000,000	30,000,000		106,800,000
	Lift Station 21 - Force Main Replacement/Lining	138	9,200,000					9,200,000
	15th Street Sewer Transmission Line Replacement	139	4,000,000					4,000,000
Total Bond Fund Projects			25,000,000	35,000,000	30,000,000	30,000,000		120,000,000
<u>Library Construction Fund</u>								
<u>Library Material Purchases & Improvements</u>								
Library	New Central Library - Building	141	11,093,000	9,324,000				20,417,000
Total Library Construction Fund Projects			11,093,000	9,324,000				20,417,000
<u>Off-Street Parking Fund</u>								
<u>Off-Street Parking Improvements</u>								
Parking Mgt.	Parking Lot Overlays	143	28,000	25,000	13,000	8,000	13,000	87,000
	Parking Deck Rehabilitation	144	10,000	10,000	10,000	10,000	10,000	50,000
Total Off-Street Fund Projects			38,000	35,000	23,000	18,000	23,000	137,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Comprehensive Detail

Source/Division	Project	Page	2002	2003	2004	2005	2006	Total Request
<u>Parking Deck Bond Fund</u>								
<u>Off-Street Parking Improvements</u>								
Parking Mgt.	Parking Garage(s)	148	2,500,000		4,115,000			6,615,000
Total Off-Street Fund Projects			<u>2,500,000</u>		<u>4,115,000</u>			<u>6,615,000</u>

Solid Waste Fund

<u>Solid Waste Improvements</u>								
Solid Waste	Residential Carts - Volume Based Program	148	880,000					880,000
	Composting Pad Replacement	149	200,000					200,000
	Recycling Trucks - Reconfiguration	150	200,000					200,000
	Solid Waste Expansion Vehicles	151	580,000					580,000
	Collection Bins - Curbside Recycling	152	35,000	30,000	30,000	30,000	30,000	155,000
	Bulk Containers	153	35,000	27,500	25,000	20,000	20,000	127,500
	Composting Site Improvements	154	30,000	30,000		25,000	5,000	90,000
	Dumpster Lease Program	155		35,000		50,000		85,000
	Commercial Cart Program	156		12,500	20,000		20,000	52,500
	Curbside Recycling Improvements	157			41,000	25,000	40,000	106,000
	Solid Waste Rate Study	158					35,000	35,000
Total Solid Waste Fund Projects			<u>1,940,000</u>	<u>135,000</u>	<u>116,000</u>	<u>150,000</u>	<u>150,000</u>	<u>2,491,000</u>

Projects By Fund - All Sources

Airport Fund	3,030,000	971,000	205,000	511,000	292,000	5,009,000
Parks Development Fund	549,000	544,000	539,000	546,000	530,000	2,708,000
Sales Tax Capital Improvements Fund	10,108,000	7,780,000	6,318,000	6,762,000	7,527,000	38,495,000
Shop Fund	2,452,000	627,000	1,848,000	1,532,000	1,112,000	7,569,000
Water & Sewer Fund	2,928,000	2,692,000	2,275,000	2,401,000	2,275,000	12,569,000
W.W.T.P. Bond Fund	25,000,000	35,000,000	30,000,000	30,000,000		120,000,000
Library Construction Fund	11,093,000	9,324,000				20,417,000
Off-Street Parking Fund	38,000	35,000	23,000	18,000	23,000	137,000
Parking Deck Bond Fund	2,500,000		4,115,000			6,615,000
Solid Waste Fund	<u>1,940,000</u>	<u>135,000</u>	<u>116,000</u>	<u>150,000</u>	<u>150,000</u>	<u>2,491,000</u>
	<u>\$ 59,836,000</u>	<u>\$ 57,108,000</u>	<u>\$ 45,437,000</u>	<u>\$ 41,920,000</u>	<u>\$ 11,909,000</u>	<u>\$ 216,010,000</u>

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of December 4, 2001.

FROM:

Tim Conklin
Name

Planning
Division

Urban Development
Department

ACTION REQUIRED: To approve an ordinance for VAC 01-8.00 as submitted by Dave Fulton on behalf of Gerald Tomlinson for property located at 2522 S. College (lot 12 of Taylor Estates). The property is zoned R-1, Low Density Residential and contains approximately 0.10 acres. The request is to vacate an existing utility easement.

COST TO CITY:

\$

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used To Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Staff recommended approval and the Planning Commission unanimously voted 7-0-0 to forward the vacation to the City Council.

Division Head

Date

Cross Reference

Department Director

Date

New Item: **Yes**

Administrative Services Director

Date

Prev Ord/Res #: _____

for

Date

Orig Contract Date: _____

Orig Contract Number: _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING VA01-8.00 TO VACATE AND ABANDON A 10' WIDE UTILITY EASEMENT LOCATED AT 2522 S. COLLEGE (LOT 12 OF TAYLOR ESTATES) AS SHOWN ON THE ATTACHED MAP AND SURVEY.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes, and

WHEREAS, the City Council has determined that the following described right-of-way is not required for corporate purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, in and to the following described right-of-way:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. That a copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

PASSED AND APPROVED this _____ day of _____, 2001.

APPROVED:

By _____
Dan Coody, Mayor

ATTEST:

By _____
Heather Woodruff, City Clerk

EXHIBIT "A"

A 20' Utility Easement located in the SW 1/4 of the NW 1/4 of Section 27, T16N, R30W in Washington County, Arkansas and being described as follows: Commencing at the NW Corner of said SW 1/4; NW 1/4 thence East 222.48 Feet, thence South 381.84 Feet thence N85°48'01"W 15.00 Feet to the Point of Beginning which is a point on the center of a 20' UE thence N85°48'01"W 139.88 Feet to the end of said easement; and said UE being along the property line between lot 15 & 16 of the old plat of Country Club Estates.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

PC Meeting of 13 Nov. 01

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Ron Petrie, Staff Engineer
DATE: November 8, 2001

Easement Vacation
Gerald Tomlinson

Project: VA 01-08.00: Vacation (Gerald Tomlinson, pp 641) was submitted by Dave Fulton for property located at 2522 South College Drive, Lot 12, Taylor Estates. The request is to vacate a 15' wide utility easement through Lot 12 as shown and described on the attached maps and legal descriptions.

This easement was shown on the original Country Club Estates for this property. Apparently, when this area was replatted for Taylor Estates, this easement was not formally vacated through the City. There are no known utilities located within this easement.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

- Ozarks Electric - Not applicable.
- Southwestern Electric Power Company - No objections.
- Arkansas Western Gas - No objections.
- SW Bell - No objections.
- Cox Communications - No objections provided "any relocations of or damage to Cox facilities will be at the owner's expense. No known facilities existing."
- City of Fayetteville:
 - Water/Sewer - No objections.
 - Street Department - Not applicable.
 - Solid Waste - Not applicable.

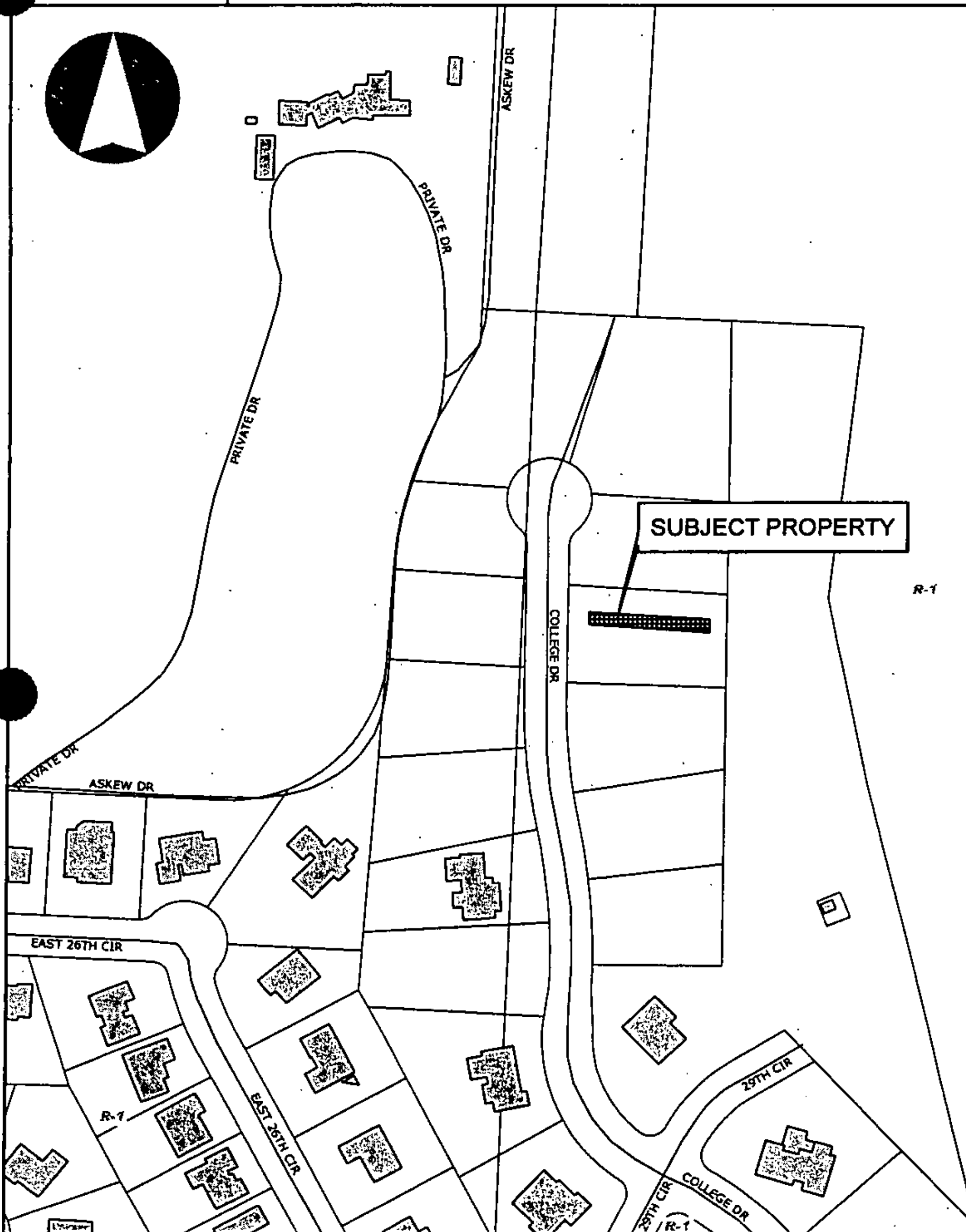
Recommendation: Approval of the proposed easement vacation.

PLANNING COMMISSION ACTION: yes Required
_____ Approved _____ Denied

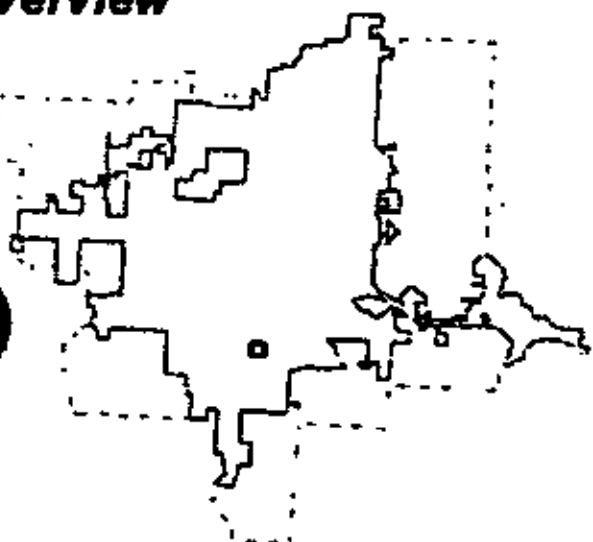
VAC01-8.00

Close Up View

TOMLINSON



Overview



Legend

Subject Property

VAR01-7_NEW

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

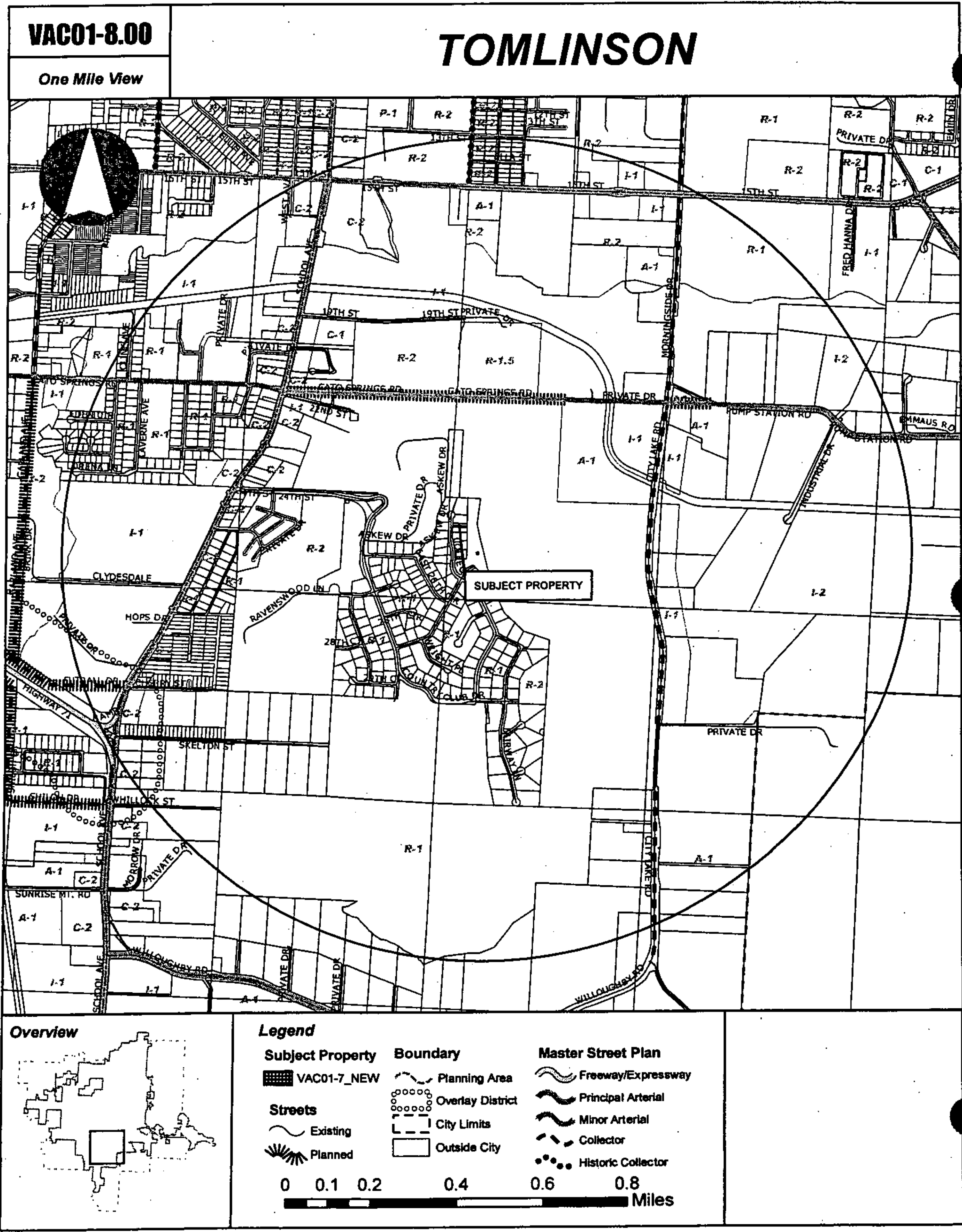
Principal Arterial

Minor Arterial

Collector

Historic Collector

0 80 160 320 480 640 Feet



Planning Commission
November 13, 2001
Page 2

Roll call and approval of the minutes from October 22, 2001.

Estes: Welcome to the November 13, 2001 meeting of your Fayetteville Planning Commission, the first item of business will be the roll call, Renee, would you call the roll please?

ROLL CALL: Upon the calling of roll eight Commissioners were present with Commissioner Shackelford being absent, Commissioner Bunch arrived at 5:45p.m.

Estes: A quorum being present, the next item of business is approval of the minutes from the October 22, 2001 meeting. Are there any changes, additions, comments or amendments to the minutes from the October 22, 2001 meeting? Seeing none they will be approved.

VAC 01-8.00 Vacation (Tomlinson/Fulton, pp 641) was submitted by Dave Fulton on behalf of Gerald Tomlinson for property located at 2522 S. College (lot 12 of Taylor Estates). The property is zoned R-1, Low Density Residential and contains approximately 0.10 acres. The request is to vacate an existing utility easement.

Estes: The first item of new business is a vacation request. This is a vacation submitted by Gerald Tomlinson. It is submitted by Dave Fulton for property located at 2522 S. College Dr., lot 12 Taylor Estates. The request is to vacate a 15' wide utility easement through lot 12 as shown and described on the maps and legal descriptions that are provided in your packet. The reason for this request is that this easement was shown on the original country club estates for this property. Apparently, when this area was replatted for Taylor Estates this easement was not formally vacated through the city, there are no known utilities located within this easement. Is the applicant present?

Conklin: I encourage the Commission to move this forward. This is a utility easement that was platted a long time ago. The developer came back and replatted this land. This easement was never vacated. We are trying to clean up the situation. It has caused some delay already for the owner of the lot and it is something that, under ordinance, we bring to you and we encourage you to approve it tonight.

Ward: Seeing no opposition, did you open it up to the public yet?

Estes: No, I have not requested public comment but before I do that, what is the sense of the Commission? Do you wish to hear this item without the applicant present? Would there be a motion to that effect?

Marr: So moved.

Planning Commission
November 13, 2001
Page 3

Estes: We have a motion by Commissioner Marr to hear this vacation request in the applicant's absence, is there a second?

Hoffman: Second.

Estes: We have a second by Commissioner Hoffman, any discussion? Renee, would you call the roll on the motion please?

Roll Call: Upon the completion of roll call, the motion to hear VAC 01-8.00 passed by a vote of 7-0-0.

Estes: The motion to hear the vacation request without the applicant present passes unanimously. Is there any member of the audience that would like to comment on this vacation request, 01-8.00? Seeing none, I'll bring it back to the full Commission for motions, discussions and comments.

MOTION

Ward: Seeing that the findings are that this won't be anything that we are really giving away, I'll make a motion that we approve VAC 01-8.00 for a vacation for Gerald Tomlinson.

Estes: We have a motion by Commissioner Ward to approve VAC 01-8.00, is there a second?

Hoffman: I'll second.

Estes: We have a second by Commissioner Hoffman. Is there any discussion or comments? Seeing none, Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve VAC 01-8.00 was approved by a vote of 7-0-0.

Estes: The motion passes unanimously.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of December 4, 2001

FROM:

Ed Connell
Name

Engineering
Division

Public Works
Department

ACTION REQUIRED: The passage of a resolution approving the Offer and Acceptance Contract between the City of Fayetteville and the Board of Trustees of the University of Arkansas for the sale of 4.05 acres of land in the S½-21-16-30, South School Street, for the price of \$459,000 less associated closing costs.

COST TO CITY:

\$ - 459,000

Cost of this Request

\$ - 0 -

Category/Project Budget

Gain/Loss Sale of Assets
Category/Project Name

1010-0001-4881.02
Account Number

\$ 18,886 - Revenue
Funds Used To Date

Program Name

NA
Project Number

\$ 18,886 - Revenue
Remaining Balance

General Fund
Fund

BUDGET REVIEW:

 Budgeted Item

 Budget Adjustment Attached

 Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

 Accounting Manager

 Date

 Internal Auditor

 Date

 City Attorney

 Date

 ADA Coordinator

 Date

 Purchasing Officer

 Date

STAFF RECOMMENDATION: Staff recommends approval of the contract and sale of the property for \$459,000 to the University of Arkansas. U of A Board of Trustees approved the purchase on 11-16-01.

 Division Head

 Date

Cross Reference

 Department Director

 Date

New Item: Yes X No

 Administrative Services Director

 Date

Prev Ord/Res #:

 Mayor

 Date

Orig Contract Date:

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of December 4, 2001

FROM:

Ed Connell Engineering Public Works
Name Division Department

ACTION REQUIRED: The passage of a resolution approving the Offer and Acceptance Contract between the City of Fayetteville and Bryan Walker III., dated August 13, 2001, for the sale of 32.91 acres of land in a part of the SW-SE-21-16-30 for a price of \$360,000, plus associated closing costs where applicable.

COST TO CITY:

<u>\$ 360,000</u> Cost of this Request	<u>\$ 161,300</u> Category/Project Budget	<u>Land Acquisition</u> Category/Project Name
<u>1010-6600-5805.00</u> Account Number	<u>\$ 157,860</u> Funds Used To Date	<u>Program Name</u>
<u>NA</u> Project Number	<u>\$ 3,460</u> Remaining Balance	<u>General fund</u> Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u> </u> Accounting Manager <u> </u> Date	<u> </u> Internal Auditor <u> </u> Date
<u> </u> City Attorney <u> </u> Date	<u> </u> ADA Coordinator <u> </u> Date
<u> </u> Purchasing Officer <u> </u> Date	

STAFF RECOMMENDATION: Staff recommends approval of the contract and the purchase of the property for the purpose of future development of a business and light industrial park in conjunction with the University and the Genesis Center.

<u> </u> Division Head <u> </u> Date
<u> </u> Department Director <u> </u> Date
<u> </u> Administrative Services Director <u> </u> Date
<u> </u> Mayor <u> </u> Date

Cross Reference

New Item: Yes No

Prev Ord/Res #:

Orig Contract Date:

STAFF REVIEW FORM

Bid 01-57
C. 4. Page 1

☒ Agenda Request
☐ Contract Review
☐ Grant Review

The Fayetteville City Council meeting of December 4, 2001

FROM:

<u>Gary Dumas</u>	<u>Solid Waste</u>	<u>Environmental Services</u>
Name	Division	Department

ACTION REQUIRED: To approve a resolution authorizing up to \$100,000 for compactors and compactor, roll-off style containers for lease or purchase by commercial and industrial customers to Best Pac, Easley S.C. and purchase up to \$20,000 for open-top roll-off style containers for lease to Solid Waste customers to waste equipment - Mayfab of Beeville, TX (Bid - 01-57).

COST TO CITY:

<u>\$ 120,000.00</u>	<u>\$ 120,000.00</u>	<u>Dumpster Lease Program</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>5500-5010-5890-00</u>	<u>\$ -0-</u>	
Account Number	Funds Used to Date	Program Name
<u>99038</u>	<u>\$ 120,000.00</u>	<u>Solid Waste</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

☒ Budgeted Item

☐ Budget Adjustment Attached

[Signature]
Budget Manager

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marsha Fathig 11/16/01
Accounting Manager Date

[Signature]
ADA Coordinator

[Signature]
Date

[Signature] 11/16/01
City Attorney Date

[Signature]
Internal Auditor

11/16/01
Date

[Signature]
Purchasing Officer

[Signature]
Date

STAFF RECOMMENDATION: Approval of the Resolution and Budget Adjustment

[Signature]
Division Head

[Signature]
Date

[Signature]
Cross Reference

[Signature]
Department Director

11-19-01
Date

New Item: Yes No

[Signature]
Administrative Services Director

11/20/01
Date

Prev Ord/Res #: _____

[Signature]
Mayor

11/20/01
Date

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Gary Dumas

Date: Wednesday, November 14, 2001

Subject: Awarding Bid for Compactors and Roll-off Containers for Solid
Waste/Recycling Division – Bid #01-57

Background

The Solid Waste/Recycling Division has had requests to provide larger commercial activities with service, but has been unable to provide that service due to a lack of equipment. The Solid Waste/Recycling Division acquired this past summer a backup roll-off container truck for the recycling activities on site. This backup vehicle, necessary to allow the on site activities to continue when the primary vehicle is out of service, has provided an opportunity to expand the services available from the Solid Waste/Recycling Division.

Discussion

With available staff, a limited number of large commercial accounts can be serviced. Expansion into this market sector in a cautious manner, allowing the staff to build ability to serve efficiently and economically, can provide a revenue stream that will help to offset any Division expenses.

The proposed to be includes roll-off style compactor container for large commercial and industrial trash service and open top roll-off style containers for class 4 material, construction debris, appliances, etc.

The purchase contract is for a period of 1 year, with an option, which will allow the term to be expended, if mutually agreed by both parties. The City's minimum purchase is \$0.00 however at the quoted prices the City may purchase up to 250 units, allowing expansion into this market sector as demand dictates.

Purchases will be on an as needed basis to allow a small inventory at the Solid Waste/Recycling offices. This small inventory will allow an immediate response to a request for service.

The bid tab is attached. The low bid for the open top containers, items 1,2, and 3 is Waste Equip-Mayfab from Beeville, Texas and Best-Pac from Easley, South Carolina for items 4 through 19.

Recommendation

Approve resolution authorizing purchase agreement, purchases to be made on an as necessary basis. The term of the purchase agreement is for one year but may be extended by mutual agreement for an additional year at the bid prices.

DESCRIPTION: SNW CONTAINERS ROLL-OFF

BIDDER	ITEM #	ITEM #	ITEM #	ITEM #	ITEM #	ITEM #
--------	--------	--------	--------	--------	--------	--------

BEST PAC

1) \$2,340.00	2) \$2,690.00	3) \$2,940.00	4) \$4,090.00	5) \$4,505.00	6) \$2,240.00	7) \$2,490.00
8) \$2,840.00	9) \$3,647.50	10) \$3,890.25	11) \$4,488.25	12) \$9,502.50	13) \$10,005.00	14) \$10,252.50
15) \$10,682.50	16) \$7,715.50	17a) \$10,800.00	17b) \$11,572.50	18) \$7,976.00	19) \$7,312.00	

GREGORY MFG

1) \$2,230.00	2) \$2,530.00	3) \$2,867.00	4) \$4,575.00	5) \$4,875.00	6) \$2,325.00	7) \$2,630.00
8) N/A	9) \$4,000.00	10) \$4,100.00	11) \$4,300.00	12) no bid	13) no bid	14) no bid
15) no bid	16) no bid	17a) no bid	17b) no bid	18) no bid	19) no bid	

WASTE EQUIP-MAYFAB

1) \$2,146.00	2) \$2,339.00	3) \$2,647.00	4) no bid	5) \$4,780.00	6) \$2,200.0	7) \$2,450.00
8) no bid	9) no bid	10) \$3,989.00	11) no bid	12) \$10,520.00	13) \$10,620.00	14) \$10,720.00
15) \$10,797.00	16) \$7,665.00	17a) \$10,875.00	17b) \$10,990.00	18) no bid	19) no bid	

Certified by _____
P Vice Purch Mgr

R. Williams 10/25/01
Witness Date
Ver. Fed 11/14/01

TABULATION OF BIDS

TABULATION OF BIDS		DATE OPENED	F.O.B.
PROJECT			
DESCRIPTION	<u>41W Containers Roll 96</u>	<u>07-25-61 11:30</u>	

[illegible]

BID AWARD SUMMARY:

ITEM _____	TO _____	P.O. # _____
ITEM _____	TO _____	P.O. # _____
ITEM _____	TO _____	P.O. # _____
ITEM _____	TO _____	P.O. # _____
ITEM _____	TO _____	P.O. # _____

TABULATION OF BIDS

DESCRIPTION	F.O.B.	DATE OPENED
41W Containers Roll 96		00-25-61 11:31

DATE OPENED

BID NO. <u>61-57</u>		PROJECT NO. _____	
ITEM	ITEM	ITEM	ITEM
			EXTN

[illegible]

ITEM _____ TO _____ P.O. # _____ DATE _____

PURCHASING OFFICER

MINES

Date: 10-25-01

Proposal of GREGORY MANUFACTURING (hereinafter called
"Bidder") a corporation, organized and existing under the laws of the State
of IOWA, a partnership, or an individual doing
business as GREGORY MANUFACTURING Co. INC.

To the City of Fayetteville, Arkansas (hereinafter called "City").
The Bidder, in compliance with your invitation for bids for Solid Waste Containers having
examined the specifications with related bid documents and being familiar with all of the
conditions surrounding the proposed project including the availability of materials and labor,
hereby proposes to furnish all labor, materials, and supplies, and to complete the project in
accordance with the bid documents and at the prices stated below. These prices are to cover all
expenses incurred in performing the work required under the bid documents, of which this
proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications
for the following unit prices.

ITEM	UNIT
<u>NO.</u>	<u>PRICE</u>
1. Rectangular Open-top Roll-off Container, 20 yard	<u>2230</u>
2. Rectangular Open-top Roll-off Container, 30 yard	<u>2530</u>
3. Rectangular Open-top Roll-off Container, 40 yard	<u>2867</u>
4. Rectangular Receiver Container, 40 yard	<u>4675</u>
5. Rectangular Receiver Container, 42 yard	<u>4875</u>
6. Tub Style Roll-off Container, 20 yard	<u>2325</u>
7. Tub Style Roll-off Container, 30 yard	<u>2630</u>
8. Tub Style Roll-off Container, 40 yard	<u>N/A</u>
9. Octagon Receiver Container, 34 cubic yards	<u>4000.00</u>
10. Octagon Receiver Container, 40 cubic yards	<u>4100.00</u>
11. Octagon Receiver Container, 42 cubic yards	<u>4300.00</u>
12. Self Contained Compactor Units, 10 cubic yards	<u>N/A</u>
13. Self Contained Compactor Units, 15 cubic yards	<u>N/A</u>
14. Self Contained Compactor Units, 20 cubic yards	<u>N/A</u>
15. Self Contained Compactor Units, 24 cubic yards	<u>N/A</u>
16. Shorty Stationary Compactor, 2 cubic yards	<u>N/A</u>
17. Self Contained Compactor, 2 cubic yards	<u>N/A</u>

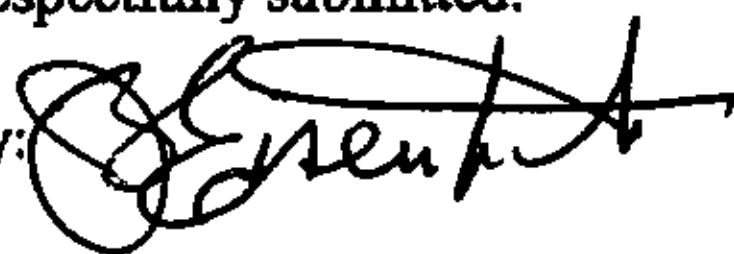
- 18. Crosspak Self-contained Compactor, 5 cubic yards
- 19. Crosspak Self-contained Compactor, 6 cubic yards

N/A
N/A

The submitted bid will be honored by the Bidder for a period of one year from the date of the bid. Bidder understands that the City may purchase up to 250 units in any combination of the above listed items during this timeframe. Bidder understands that the minimum purchase will be in truckload lots. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder and the City, at the end of the first year may mutually agree to extend the unit pricing for a second calendar year. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By:



10-25-01

West Region Sales Mgr.
Title

(Business Address and Zip Code)

P.O. Box 325
Fort MADISON, IOWA
52627

SEAL - (if bid by a Corporation)

GENERAL SPECIFICATION

Rectangular Roll-off Containers (20, 30, 40 cubic yards)

Section 10

- 10.01 **Purpose.** The City intends to purchase roll-off containers to be used in association with our expansion of services. These roll-off containers will be used for waste bulk and building material disposal. The City also intends to purchase receiver boxes and compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses

REQUEST FOR BID

SPECIFICATIONS

SOLID WASTE CONTAINERS

*Prepared by
Solid Waste Division
City of Fayetteville, Arkansas*

ADVERTISEMENT FOR BIDS

City of Fayetteville, Arkansas

Separate sealed bids for Solid Waste Containers will be received by the City of Fayetteville, Arkansas, at the Office of the Purchasing Officer until 11:30 a.m., October 25th, 2001, and then at said office publicly opened.

The Information for Bidders, Form of Bid, Specifications, and other documents may be examined at the following location:

City of Fayetteville
Purchasing Office
113 W. Mountain, Room 306
Fayetteville, Arkansas 72701

Copies may be obtained from the Purchasing Office located at the above address. The City reserves the right to waive any informalities or to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The City of Fayetteville is an Equal Opportunity Employer.

10-18-01
Date

PVice
Purchasing Manager

INFORMATION FOR BIDDERS

1.0 RECEIPT AND OPENING OF BIDS: The CITY OF FAYETTEVILLE, ARKANSAS (herein called the "City"), invites bids on the project described in the Scope of Services. Bids will be received by the City at the Purchasing Office until 11:30 a.m. (Central Time), October, 25th, 2001 and then at said office publicly opened. The envelopes containing the bid must be sealed, addressed to Purchasing Officer, City of Fayetteville at 113 W. Mountain St., Fayetteville, AR 72701 with bid number clearly visible.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

2.0 PREPARATION OF BID: Each bid must be submitted on the Bid for Unit Price form attached hereto. All blank spaces for bid prices must be filled in, in ink or typewritten, fully completed and executed when submitted. Each bid must be submitted in a separate sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City.

3.0 SUBCONTRACT (S): The Bidder will supply the names and addresses of all subcontractors to the City for approval. Also, the to be performed by each subcontractor must be stated.

4.0 TELEGRAPHIC MODIFICATION: Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modifications over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5.0 QUALIFICATIONS OF BIDDER: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder will furnish to the City all such information and data for this purpose as the City may request. If requested by the City, the three final Bidders will conduct a tour of their facilities wherein the City may further investigate the Bidders. Said visit and tour will be conducted within five (5) days of the date of bid

opening and on a date to be selected by the City. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the bid and to complete the work contemplated therein.

6.0 CONDITIONS OF WORK: Each Bidder must inform himself fully of the conditions relating to the performance of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this bid.

7.0 ADDENDA AND INTERPRETATION: No formal interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Glenda Reynolds, Office Manager, City of Fayetteville, Arkansas, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued will become part of the bid documents.

8.0 LAWS AND REGULATIONS: The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the project will apply to the bid throughout, and they will be deemed to be included in the bid the same as though herein written out in full.

9.0 METHOD OF AWARD - LOWEST QUALIFIED BIDDER: The City will adhere to the selection process as set forth in the Administrative Policies and Procedures Manual. Copies of the applicable policies and procedures may be obtained from the Purchasing Officer.

10.0 OBLIGATION OF BIDDER: At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and bid documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or document will in no way relieve any bidder from any obligation in respect of his bid.

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: 10/22/01

Proposal of Was tequip - May Fab (hereinafter called
"Bidder") a corporation, organized and existing under the laws of the State
of OHIO, a partnership, or an individual doing
business as Same.

To the City of Fayetteville, Arkansas (hereinafter called "City").
The Bidder, in compliance with your invitation for bids for Solid Waste Containers having
examined the specifications with related bid documents and being familiar with all of the
conditions surrounding the proposed project including the availability of materials and labor,
hereby proposes to furnish all labor, materials, and supplies, and to complete the project in
accordance with the bid documents and at the prices stated below. These prices are to cover all
expenses incurred in performing the work required under the bid documents, of which this
proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications
for the following unit prices.

ITEM		UNIT
NO.	DESCRIPTION	PRICE
1.	Rectangular Open-top Roll-off Container, 20 yard	\$ 2146
2.	Rectangular Open-top Roll-off Container, 30 yard	\$ 2339
3.	Rectangular Open-top Roll-off Container, 40 yard	\$ 2647
4.	Rectangular Receiver Container, 40 yard	No Bid
5.	Rectangular Receiver Container, 42 yard	\$ 4780
6.	Tub Style Roll-off Container, 20 yard	\$ 2200
7.	Tub Style Roll-off Container, 30 yard	\$ 2450
8.	Tub Style Roll-off Container, 40 yard	No Bid
9.	Octagon Receiver Container, 34 cubic yards	No Bid
10.	Octagon Receiver Container, 40 cubic yards	\$ 3989
11.	Octagon Receiver Container, 42 cubic yards	No Bid
12.	Self Contained Compactor Units, 10 cubic yards	\$ 10,520
13.	Self Contained Compactor Units, 15 cubic yards	\$ 10,620
14.	Self Contained Compactor Units, 20 cubic yards	\$ 10,720
15.	Self Contained Compactor Units, 24 cubic yards	\$ 10,797
16.	Shorty Stationary Compactor, 2 cubic yards	\$ 7665
17.	Self Contained Compactor, 2 cubic yards	
	30 cu. yd.	\$ 10,875
	35 " "	\$ 10,990

18. Crosspak Self-contained Compactor, 5 cubic yards
19. Crosspak Self-contained Compactor, 6 cubic yards

No Bid
No Bid

The submitted bid will be honored by the Bidder for a period of one year from the date of the bid. Bidder understands that the City may purchase up to 250 units in any combination of the above listed items during this timeframe. Bidder understands that the minimum purchase will be in truckload lots. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder and the City, at the end of the first year may mutually agree to extend the unit pricing for a second calendar year. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By: *Kim Herring*

Title
Sales Mgr

(Business Address and Zip Code)

P.O. Box 1029

Beaville, Tx. 78104

SEAL - (if bid by a Corporation)

GENERAL SPECIFICATION

Rectangular Roll-off Containers (20, 30, 40 cubic yards)

Section 10

- 10.01 **Purpose.** The City intends to purchase roll-off containers to be used in association with our expansion of services. These roll-off containers will be used for waste bulk and building material disposal. The City also intends to purchase receiver boxes and compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses

Sent By: Fayetteville, Arkansas;

501 575 8471;

Oct-18-01 4:48PM;

Page 9/19

that have exceeded our services.

10.02 Sub-Frame and Rail. 2 x 6 x 3/16" structural tubing rails and 1 2" thick solid nose on pick-up end of rails. *138" Thick*

10.03 Floor Construction. 10 gauge sheet steel floor with 3" channel cross members with no more than 21" spacing. A 45 degree continuous slope is to be created across the front to reduce trappage and corrosion of the container flooring. *7 ga. Floor*
C/M's on 36" center
no slope on front wall

10.04 Hook and Mounting Plates. 1 1/4" thick plate flame cut long pull hook, continuously welded into both sides of hook plate, floor, and both forward cross members. Hook plate shall be 2" steel plate fully welded to sub-frame rails. *Hook plate is 3/4"*

10.05 Container (sides, roof, and ends). 12 gauge prime steel fully welded inside and out with 4 x 3-11 gauge steel tubing frame. *Top Rails*

10.06 Rear Door. 12 gauge steel sheet with 4 x 3 x 3/16" tubing frame with an 8" channel door frame. All 20 yard containers are to have 2 hinges, 30 and 40 yard containers are to have 3 hinges, 1" x 4" hinge bar with 15/16" diameter pins, and a 2 point vertical safety latch system with locking mechanism. Door shall close on floor, helping maintain structural integrity at hinge corner posts. *Door Does Not Close On Floor*
5X3X10 GA FORMED CHANNEL
DOOR FRAME
1" DIA HINGE PINS
30 & 40 YD HAVE 2 POINT LATCH MECHANISM

10.07 Dimensions. Base dimensions of 40 yard roll-off containers will be 84" x 94 3/16" x 268.5" inches. Base dimensions of 30 yard roll-off containers will be 63" x 74 3/16" x 268.5" inches. Base dimensions of 20 yard roll-off containers will be 40" x 50 3/16" x 268.5" inches. *40yd 84"X94 3/16"X275"OAL*
30yd 60"X71 5/8"X275"OAL
20yd 42"X53 5/8"X275"OAL

10.08 Guide Rollers: Guide rollers shall measure 4 inches in diameter and 6 inches long.

10.09 Rear Corner Posts: Rear corner posts shall be made of 7 gauge steel measuring 3 inches by 10 2 inches. *REAR CORNER POSTS ARE 3/16"X3"X8"*

10.10 Channel Uprights: All channel uprights shall be formed and made from 12 gauge steel. Measurements are to be 3 inches by 5 inches and spacing of said uprights shall be placed at 30 inch intervals. *SIDEWALL CHANNELS ARE 36" O.C.*

10.11 Tubing: Top cap tubing is to be constructed of 11 gauge steel and measure 3 inches by 4 inches.

10.12 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with

Sent By: Fayetteville, Arkansas;

501 575 8471;

Oct-18-01 4:46PM;

Page

a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #378(Green) in color. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

10.13 Access Ladder: An access ladder is to be placed on all 30 and 40 yard roll-off containers

10.14 Wheels: Wheels are to be placed at both the front and the rear of the roll-off containers. Wheels are to measure 6 inches in diameter and 10 inches long.

WHEELS ARE 8" DIA 10" LONG @ REAR
8" LONG @ FRONT

10.15 Tarp Rail: A tarp rail shall be placed on container constructed of 3/4 inch round rim stock.

UNIT HAS (17) TARP HOOKS LIEU TARP RAIL

GENERAL SPECIFICATION

Rectangular Receiver Container (40 & 42 cubic yards)

Section 11

11.01 Purpose. The City intends to purchase rectangular receiver containers to be used in association with our expansion of commercial services. The City also intends to purchase compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses that have exceeded our services.

11.02 Dimensions. The 40 yard dimensions shall be constructed as follows: Height 98 3/8 inches, width 92 3/16 inches, length 265 1/8 inches, and ground height 12 inches. The 42 yard dimensions shall be constructed as follows: Height 103 3/4 inches, width 92 3/16 inches, length 265 1/8 inches, and ground height 12 inches. Opening on the STD shall be 64 inches wide and 48 inches high.

HEIGHT 101" X 96" OAW
X 275" OAL
GROUND HEIGHT TO
REAR OPENING 13 1/2"

Door Opening 65" WIDE X 47"

11.03 Floor. The floor is to be constructed of 7 gauge hot rolled steel material. The floor joist shall have 3 inch structural channel cross members at 4.1 pounds per foot on 24 inch centers.

CROSSMEMBERS ARE 3.5" HIGH TENSILE
ON 18" CENTERS 3" STRUCT CHANNELS

11.04 Side Walls. The side walls are to be constructed of 12 gauge hot rolled steel material.

SIDE WALLS ARE 11 GA HRS

11.05 Roof Material. The roof is to be constructed of 12 gauge hot rolled steel material with 3

ROOF IS 11 GA H.R.S.

Sent By: Fayetteville, Arkansas;

501 576 8471;

Oct-18-01 4:47PM;

Page 11

inch by 5 inch formed channel supports. Spacing of the channel supports should be no more than 24 inches.

12" CHANNEL SUPPORTS APPX REAR 6'- 24" CENTERS BALANCE OF CONT

- 11.06 Vertical Side Ribs. The side ribs shall be constructed of 3 inches by 5 2 inches formed channels. Channels shall be placed no more than 29 inches apart. 12 GA 3" X 6" CHANNELS
SPACING SAME AS ABOVE

- 11.07 Rails and Long Sills. Long sills should measure 2 inches by 6 inches by 3/16 inch. Some solid steel bullnose measuring 1 3/8 inches shall be placed on the front of the long sills to prevent impact damage.

- 11.08 Hook Assembly. 1 and 1/4 inch thick by 12 5/16 inch long pull hook, continuously welded to a 2 inch pull plate container floor, and the three front cross members. This feature needs to be compatible with most major brand Roll-Off hoist systems. 3/4" PULL PLATE

- 11.09 Rear Door. 12 gauge steel with formed and structural channel reinforcements. Door openings need to fit most major brand Stationary Compactors.

- 11.10 Door Opening. The container shall be equipped with a standard door measuring 48 inches high and 64 inches wide. The door openings shall be compatible major brand Stationary Compactors. 47" 14164 X 65" WIDE

- 11.11 Hinge. The hinge shall be constructed of a 3-piece heavy duty rear hinge with grease fittings.

- 11.12 Ground Rollers. Four rollers, two placed on the front, and two placed on the rear, measuring 6 inches in diameter and 10 inches long supplied with grease fittings. 8" DIA X 10" LONG AT REAR 8" DIA X 8" LONG AT FRONT

- 11.13 Claw Hook Lip. The claw hook shall be constructed of a 2 inch plate that is reinforced. Compatible with most major brand Roll-Off Hoist systems. 1/2" RATE RATCHET EYE

- 11.14 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315 (Burgundy) in color for trash containers and #441 (Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

Sent By: Fayetteville, Arkansas;

501 575 8471;

Oct-18-01 4:47PM;

Page 12/19

GENERAL SPECIFICATION
Tub-Style Roll-off Containers (20, 30, 40 cubic yards)

Section 12

12.01 Purpose. The City intends to purchase tub style roll-off containers to be used in association with our expansion of residential and commercial services. These roll-off containers will be used for Class IV waste bulk and building material disposal.

12.02 Dimensions. Base dimensions of 40 yard tub-style roll-off containers will be 97 3/16" x 90 3/4" x 270.5" inches. Base dimensions of 30 yard tub-style roll-off containers will be 78 3/16" x 90 3/4" x 270.5" inches. Base dimensions of 20 yard tub-style roll-off containers will be 58 3/16" x 90 3/4" x 270.5" inches.

40 yd 98 1/2" DIA X 97 3/16" WH X 102" L
30 yd 98 1/2" DIA X 78 3/16" WH X 102" L
20 yd 57 1/2" DIA X 47" WH X 102" L

12.03 Rail. 4 x 4 x 1/4" structural tubing top rail. 4 X 3 X 3/16" STRUCT TUBING Top Rail

12.04 Floor Construction. The floor shall be constructed of 3/16 inch sheet steel.

12.05 Container (sides, door, and front). 10 gauge prime steel fully welded inside and out. The door shall have a vertical door latch mechanism equipped with a safety chain. The door shall close on the floor of all the containers.

12.06 Wheels. Wheels are to be placed at the rear of the roll-off containers. Wheels are to measure 6 inches in diameter and up to 10 inches long. Tarping systems will be an option
8" DIA X 10" LONG @ REAR - 8" DIA X 4 1/2" LONG AT FRONT

12.07 Hook. The containers shall be equipped with a heavy duty pull hook.

12.08 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #378 (Green) in color. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

12.09 Delivery. Containers need to be nestable for delivery.

GENERAL SPECIFICATION
Octagon Receiver Container (34, 40, & 42 cubic yards)

Section 13

13.01 Purpose. The City intends to purchase rectangular receiver containers to be used in association with our expansion of commercial services. The City also intends to purchase compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses that have exceeded our services.

13.02 Dimensions. The 34 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 5/16 inches, length 20 feet and 4 inches, and ground height 12 inches. The 40 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 5/16 inches, length 22 feet and 9 and 1/8 inches, and ground height 12 inches. The 42 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 and 5/16 inches, length 24 feet and 4 inches, and ground height 12 inches. Opening on the STD shall be 64 inches wide and 48 inches high.

40 YARD OCTAGON
HEIGHT 105 1/8"
WIDTH 102"-90" INSIDE
LENGTH 22'-9 5/8" REM
GROUND HEIGHT 12 1/2"
DOOR OPENING
47" X 65"

13.03 Floor. The floor is to be constructed of 7 gauge hot rolled steel material. The floor joint shall have 3 inch structural channel cross members at 3.5 pounds per foot.

13.04 Side Walls. Side walls are to be constructed of 7 gauge hot rolled steel material fully welded to surrounding container parts.

13.05 Roof. The roof is to be constructed of 10 gauge hot rolled steel material and fully welded to all adjacent sides of the container. *Roof IS 3/16" HRS*

13.06 Rails/Long Sills. Long sills should measure 2 inches by 6 inches by 3/16 inch wall tubing. Some solid steel bullnose measuring 1 3/8 inches shall be placed on the front of the long sills to prevent impact damage.

13.07 Hook Assembly. 1 and 1/4 inch thick by 12 5/16 inch long pull hook, continuously welded to a 2 inch pull plate container floor, and the three front cross members. This feature needs to be compatible with most major brand Roll-Off hoist systems. *3/4" PULL PLATE*

13.08 Rub Rail. The rub rail shall have a 3" structural angle.

RUB RAIL IS 3/16" INTEGRALLY FORMED FLOOR PLATE

Sent By: Fayetteville, Arkansas;

501 575 8471;

Oct-18-01 4:48PM;

Page

- 13.09 Rear Door 10 gauge steel with 3 inch by 5 and 2 inches turned channels 4 inches. 5.4 door opening. *126 ASREL - 3 X 5 X 10 GA FORMED CHANNEL FRAMING BOTTOM Door Horiz - 4 X 3 X 3/16 ST.*
- 13.10 Door Opening The container shall be equipped with a standard door measuring 48 inches high and 64 inches wide. The door openings shall be compatible major brand Stationary Compactors. All containers doors shall be equipped with a retaining chain and a 3 point vertical latch. *Door Opening is 47" X 65"*
- 13.11 Hinge Heavy duty 3 piece rear hinges with grease fittings.
- 13.12 Paint & Finish All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315 (Burgundy) in color for trash containers and #441 (Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.
- 13.13 Ground Rollers Two rollers, four rollers preferred with two placed on the front and two placed on the rear, measuring 6 inches in diameter and 10 inches long supplied with grease fittings. *8" DIA X 10" LONG @ REAR
8" DIA X 8" LONG @ FRONT*
- 13.14 Compactor Hook-Up 1 and a 2 inch plate reinforced. *1/2" PLATE - REINFORCED*

GENERAL SPECIFICATION

Self Contained Compactor Units (10, 15, 20, & 24 cubic yards)

Section 14

- 14.01 Purpose The City intends to purchase self-contained compactor containers to be used in association with our expansion of commercial services. The self-contained compactor containers will be used for waste disposal of large commercial businesses where a minimal area is allowed for waste disposal. These containers are made especially for liquid retention and putrescible matters where there is high waste volume produced in hotels, hospitals, restaurants, and shopping malls.
- 14.02 Dimensions Measurements for the 10 yard is as follows: overall length 156 inches, load height 42 inches, charge box 30 inches, container length 87 inches, overall height 67 inches.

overall width 84 inches. Measurements for the 15 yard is as follows: overall length 184 inches, load height 42 inches, charge box 30 inches, container length 115 inches, overall height 90 inches, overall width 84 inches. Measurements for the 20 yard is as follows: overall length 228 inches, load height 42 inches, charge box 30 inches, container length 159 inches, overall height 90 inches, overall width 84 inches. Measurements for the 24 yard is as follows: overall length 252 inches, load height 42 inches, charge box 30 inches, container length 180 inches, overall height 90 inches, overall width 84 inches.

- 14.03 Specifications. Container shall have an MFG Rating of 1 yd³, a WASTETEC rating of .70 yd³, a Clear Top Opening of (L x W) 30 inches by 455 inches, Ram Face (H x W) 22 inches by 48 inches, Ground height of 42 inches, a Capacity per Hour of 101 yd³.
- 14.04 Performance. Cycle time is to be 25 seconds, Normal and Maximum force is to be set at 37,700 pounds, Normal and Maximum Ram Face pressure is to be 35.7 PSI, and Ram Penetration of 6 inches.
- 14.05 Electrical. The motor shall be 10 HP and Control Voltage is to be set at 120 VAC. UL Label all circuits fused, key lock, start, stop, and reverse. Compactor is to be equipped with a Tri-voltage transformer, Container Full Light indicator, Multi-Cycle Timer, and pushbutton controls mounted in the panel box face.
- 14.06 Hydraulic. A pump of 11.5 GPM, Stroke 25 inches, 2 - Cylinder (Bore/Rod) 4 inch/ 2.5 inch, 12 inch sump, and a Normal and Maximum pressure is to be set at 1,500 PSI.
- 14.07 Structural. Control Quality Prime Hot Rolled Prime steel construction with Ram face 3/8 inch, Ram top 1/4 inch, Ram bottom 3/8 inch, Charging chamber floor 3/8 inch, Charger box sides 1/4 inch, Breaker Bar 8 x 6 x 3/4 inches, and a weight of 7121 pounds. All container steel is to be constructed of Control Quality Hot Rolled Steel.
- 14.08 Standard Features. Double end pick-up and a Full Door seal.
- 14.09 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Self Contained Compactor (30 & 35 cubic yards)

Section 15

- 15.01 **Purpose.** The City intends to purchase self-contained compactor containers to be used in association with our expansion of commercial services. The self-contained compactor containers will be used for waste disposal of large commercial businesses. These containers are made especially for liquid retention where there is high waste volume produced in hotels, hospitals, restaurants, and shopping malls.
- 15.02 **Specifications.** Container shall have an MFG Rating of 2 yd³, a WASTETEC rating of 1.61 yd³, a Clear Top Opening of (L x W) 42 inches by 57.5 inches, Ground height of 52 inches, a Capacity per Hour of 175 yd³.
- 15.03 **Performance.** Cycle time is to be 33 seconds, Normal and Maximum force is to be set at 38,000 pounds, Normal and Maximum Ram Face pressure is to be 21.1 PSI, and Ram Penetration of 11 inches.
- 15.04 **Electrical.** The motor shall be 10 HP, Pressure Gauge, and Control Voltage is to be set at 120 VAC. UL Label all circuits fused, key lock, start, stop, and reverse. Compactor is to be equipped with a Tri-voltage transformer, Remote power unit, Container Full Light indicator, Multi-Cycle Timer, and controls in panel box face.
- 15.05 **Hydraulic.** A pump of 11.5 GPM, 12 inch sump, and a Normal and Maximum force is to be set at 1,800 PSI.
- 15.06 **Structural.** Control Quality Prime Hot Rolled Prime steel construction with Ram face 5/8 inch, Ram top 1/4 inch, Ram sides 3/8 inch, Ram bottom 3/8 inch, Charging chamber floor 3/8 inch, 1/4 inch packer sides, and a Breaker Bar 8 x 6 x 3/4 inches.
- 15.07 **Bustle.** The bustle door utilizes 4 heavy-duty sliding hinges in conjunction with a hinge-side ratchet. This allows the door to be securely closed to prevent leakage.
- 15.08 **Port Hole.** A 1 2 inch port to allow easy wash down under packing head.
- 15.09 **Standard Features.** Double end pick-up, Full Door seal, Compactor Clean-Out,

replaceable UHMW Ram Guides, and Center Skid.

- 15.10 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION

Self Contained Compactor (30 & 35 cubic yards)

Section 16

- 16.01 Purpose. The City intends to purchase Shorty compactors to be used in association with our expansion of commercial services. The Shorty compactors will be used for compaction of waste in containers of large commercial businesses. These containers are made especially for minimal area locations with a high waste volume produced.
- 16.02 Specifications. Container shall have an MFG Rating of 2 yd³, a WASTETEC rating of 1.61 yd³, a Clear Top Opening of (L x W) 42 inches by 57.5 inches, Ram face of (H x W) 28 inches by 60 inches, Ground height of 15.5 inches, a Capacity per Hour of 171 yd³. Overall length shall measure 74 and 1/4 inches.
- 16.03 Performance. Cycle time is to be 42 seconds, Normal force of 42,700 pounds, Maximum force of 50,800 pounds, Normal Ram Face pressure of 24.3 PSI, Maximum Ram Face pressure of 28.8 PSI, and Ram Penetration of 11 inches.
- 16.04 Electrical. The motor shall be 10 HP, Control Voltage is to be set at 120 VAC. UL Label, all circuits fused, key lock, start, stop, and reverse.
- 16.05 Hydraulic. A pump of 10 GPM, Normal pressure of 1,850 PSI, Maximum force of 2,300 PSI, 2 - Cylinder (Bore/Rod) 4 inch / 2.5 inch, and a Stroke of 56 inches.
- 16.06 Structural. Control Quality Prime Hot Rolled Prime steel construction with Ram face 2 inch, Ram top 1/4 inch, A Ram bottom 3/8 inch, Charging chamber floor 2 inch, Charger box sides 1/4 inch, total weight of 3303 pounds, and Breaker Bar 8 x 6 x 3/4 inches. Charger box opening shall measure 41 inches by 57.5 inches. The container shall have 1/4

inch compactor side wall, heavy structural reinforcement to the charge chamber and the Ram Guidance System (ram guide angle attached to side wall, ram guide block mounted inside of a guide block channel that slides over the ram guide angle), all serve to assure reduced wear and longevity in this unit.

- 16.07 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Crosspak Self-Contained Compactor (5 & 6 cubic yards)

Section 17

- 17.01 Purpose. The City intends to purchase Crosspak self-contained compactor containers to be used in association with our expansion of commercial services. The Crosspak self-contained compactor containers will be used for waste disposal of small commercial businesses, restaurants, and food chains cannot utilize a full size compaction system because of volume or space limitations. These containers are made especially for keeping work areas clean, sanitary, and at low-cost instillation, no more vermin and putrescible matters, and consisting of a leakproof operation.
- 17.02 Dimensions. The 5 yard rear loader dimensions shall be constructed as follows: Overall width of 130 inches (container 79 inches and the compactor 51 inches), overall length of 150 inches, container height is 51 inches, compactor height of 40 inches, and compactor length of 46 inches. The 6 yard front loader dimensions shall be constructed as follows: Overall width of 131 inches (container 80 inches and the compactor 51 inches), overall length of 103 inches, container height is 67 inches, compactor height of 40 inches, and compactor length of 46 inches, and compactor base stand height of 12 inches.
- 17.03 Construction. Compactor size should be constructed with prime steel with the following measurements: Compactor size of 3/16 inches, Compactor floor of 1/4 inches, Ram face of 1/4 inches, Ram bottom of 1/4 inches, and Ram top of 3/16 inches.

- 17.04 Hydraulic. A pump of 3 GPM, 2 - Cylinder (3" Bore and 1 2"Rod) 3 inch by 20 inch, Normal pressure of 1800 PSI, Maximum pressure of 2000 PSI, and 10 gallon Oil Reservoir.
- 17.05 Charge Box. Clear top opening measuring 24 inches by 48 inches and Ram face measuring 18 2 inches high by 48 inches wide.
- 17.06 Performance. Cycle time is to be 42 seconds, Normal ram force of 23,300 pounds, Maximum ram force of 30,000 pounds, Normal working pressure of 2000 PSI, and Maximum working pressure of 2200 PSI.
- 17.07 Electrical. 3 H.P. 208/230/440/460V and 3 Ph. 4 wire, 60 cycle, 100V controls. All circuits must be fused and control panel shall have push button controls.
- 17.08 Features. Container construction allows loading from all three sides of charging chamber, and an optional ozone neutralizer, which eliminates unpleasant odors. The cross cylinder design allows the superior compaction force to reduce large volumes of waste.
- 17.09 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

WALSHCOMP
ACCURATE

COMPACTOR ACCURATE MODEL

DETAILED SPECIFICATIONS ACCURATE

Model D-2000/15-30

Self-Contained Compaction Unit

CHARGING BOX DIMENSIONS AND CAPACITY

1. Charge box capacity (DRD-5)
2. Theoretical rating 75 cubic yards per hour at 100% utilization
3. Actual rating 12 cubic yards
4. Depth rating 48" (DRD-5-1/2)

CHARGE BOX DETAILS

1. Side 1/2" x 8" x 1/2" (DRD-5-1/2)
2. Penetration into container 1/2"
3. Side 1/2" x 8" x 1/2"
4. Top 1/2" x 8" x 1/2"

FABRICATION DETAILS (PACKED)

1. Housing plate 1/2" Ga.
2. Housing floor 10 Ga.
3. Side thrust tube 5 x 2
4. Rear thrust beam 8" (DRD-5)
5. Rear thrust bar 2 x 8 tube
6. All weld joints in thrust area are gusseted with 1/2" and 1/2" plates
7. Structure Steel tube 8 angle
8. Supports Steel tube
9. Door opening 48" x 27"

WEIGHT

1. Total container approx. 3,550 lbs. (DRD-5-1/2)
2. Total unit approx. 200 lbs. w/o oil

FEATURES & ELECTRICAL AND HYDRAULIC

1. Motor SHP 1500 RPM Multiple Voltage
2. V.F.C. 208/230/460 3 Phase 60 Hz
3. 110 Volt Control Circuit
4. Remote Key Start on 15 Seconds (field adaptable for other applications)
5. Automatic Cycle Turn Key Switch
6. Ram Cylinder 4" 2 Rod 16" stroke
7. Vane Pump 4.3 GPM (For Quiet Operation)
8. Pressure Activated Switch Dual Purpose
9. Directional Solenoid Valve and Relief Valve
10. 7 Gallon Reservoir
11. Total Ram Force 28,300 lbs.
12. System Pressure (Factory Set) 2250 P.S.I.
13. Cycle Time 20 Seconds
14. Container Full Indicator Light
15. Quick Change Bar front or rear container only

ACCURATE INDUSTRIES

- Installation design assistance and conceptual studies
- Special product customization solutions for tough to solve applications
- Convenient Rental, Lease and Purchasing Programs
- Compliance with all applicable ANSI & OSHA Safety Standards
- Company sponsored:
- Site Surveys
- Sales & Service Training Seminars
- (800) Service Lines

© 1994 Accurate Industries, Inc.

MANUFACTURER'S WARRANTY

07/01/01

ACCURATE INDUSTRIES, INC. ("Accurate") warrants equipment of its own manufacture to be free from defects in materials and workmanship under normal use and service, to the original purchaser only, subject to the conditions outlined below. ACCURATE'S obligation under the warranty is limited to repair or replacement, with a similar genuine part, of any part of the product of its manufacture which is returned to ACCURATE within ten days after the discovery of the defect, properly identified and transportation charges prepaid, and not more than 12 months after the equipment has been delivered to the original user. No freight, travel cost, meals or lodging shall be covered by this warranty. No warranty credit will be issued for labor or parts until such parts are returned using proper authorization tags and numbers to ACCURATE for our inspection.

WARRANTY OVERVIEW		
3 - YEARS STRUCTURAL 2 - YEARS COMPONENTS / 1-YEAR LABOR Extended Parts / Labor Warranty - 6% Per Additional Year	12 - MONTHS COMPONENTS 6 - MONTHS LABOR	3 - YEARS STRUCTURAL / 3 - YEARS CYLINDER (PARTS ONLY) 1 - YEAR COMPONENTS / 6 - MOS LABOR
Executive Series	Stationary Compactors: Models 245C, 345C, 345XHD-D, 445C, 445XHD-7, 445XHD-720, 445XHD-D, 545HD through 1250XHD Self-Contained Compactors: Models 205, 255C ALL OTHER PRODUCTS (FL, RL, RO)*	Stationary Compactors: Models 245 HD & XHD, 345 HD & XHD, 445 HD & XHD Self-Contained Compactors: Models 255HD, Model 285X** ** Cylinders 1 - Year Parts & Labor

* Manufactured by TEOM AND MATENB, INC.
12 MONTH WARRANTY SCHEDULE

FIRST THROUGH SIXTH MONTH:

ACCURATE will furnish without charge, F.O.B. its plant, a similar genuine part to replace any part of product of its manufacturer which proves to be defective in normal use and service during the period. Labor charges to install such parts will be allowed in accordance with scheduled allowable labor rates or flat rate, authorized by ACCURATE prior to performance of said labor. This warranty does not apply to normal operating adjustments such as, adjusting pressure settings, limit switches, timer, relays, fuses or loss of hydraulic oil, cable replacement or filter replacement. Hoist pumps and P.T.O.'s are subject to the warranty limitations set by the pump and P.T.O. manufacturer only. Travel time is limited to (2) two hours maximum per service call.

- This warranty shall not apply to any failure or damage incurred through neglect, lack of maintenance, misuse, accidents, improper installation, re-designing of assemblies or through any other cause beyond the control of ACCURATE.
- This warranty shall not apply if the equipment has been loaded above the factory recommended maximum load capacity.
- This warranty shall be expressly limited to the repair or replacement of defective parts, as stated above, all other damage and claims, statutory or otherwise, being hereby waived by the purchaser and only those labor charges specifically authorized by ACCURATE. ACCURATE limits its warranty to parts and accessories supplied by it and installed in compliance with the prevailing industry standard.

SEVENTH THROUGH TWELFTH MONTH:

The warranty provided above for the first through sixth month applies for the seventh through twelfth month with the following exception: No labor charges will be honored under ACCURATE'S warranty or obligation in connection with the sale of its equipment.

ADDITIONAL WARRANTY: Refer to Warranty Overview above for products with additional warranties.

REPLACEMENT PARTS WARRANTY: Replacement parts that ACCURATE has provided due to defects in the original parts are warranted for ninety (90) days only from delivery only. No labor, freight, or any other charges are covered. If the replacement part fails within ninety (90) days from the delivery date, it must be returned to ACCURATE, freight prepaid, for inspection and an equivalent replacement part will be supplied. The following example illustrates the application of the replacement parts warranty:

ACCURATE'S manufacturers and replacement parts warranties are expressly in lieu of all other warranties. ACCURATE provides no other warranties except as stated therein. ACCURATE MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR A PARTICULAR PURPOSE. If any sample or model was shown to or provided by Buyer, such sample or model was used merely to illustrate the general type and quality of the Goods and such use is not to be construed as warranty that the Goods will conform to the sample or model. Any descriptions or illustrations contained in ACCURATE'S catalogues, price lists or other advertising matter are intended merely to present a general description of the Goods and shall not form a part of this order. ACCURATE makes no warranty that Buyer holds or will hold the Good free of the claim of any third person that may arise from alleged patent or trademark infringement. Since conditions of use over which ACCURATE has no control may have a significant effect on the Goods, ACCURATE disclaims any warranty that the Goods will conform to the standards and requirement set forth in the "Occupational Safety and Health Act" of 1970, as amended or the rules and regulations thereunder. No agent, employee or representative of ACCURATE has any authority to bind ACCURATE to any affirmation, representation or warranty concerning the Goods, except an officer of ACCURATE who agrees to the same in writing. In no event is any affirmation, representation or warranty relating to the Goods applicable to any one other Buyer, and no purchaser from Buyer is entitled to rely thereon. ACCURATE neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its equipment.

Tuesday, October 23, 2001

Ms. Peggy Vice
City of Fayetteville
Purchasing Office - Rm. 306
113 W. Mountain
Fayetteville, AR 72701

Dear : Ms. Vice

Wastequip would like to take this opportunity to express our gratitude for this opportunity to quote solid waste equipment for the City of Fayetteville Request for Bid #01-58. Items to be considered by the City are rear load, front load, and roll off (rectangular and tub style) containers, as well as self-contained and stationary compactors.

Pursuant to our response we would like to make the following addendum to RFB #01-58:

Item 1. Compactors quoted will meet or exceed City specifications with certain reservations regarding physical dimension variances. As an example: Ten, Fifteen and Twenty cubic yard self-contain hopper openings per specification are 30" length vs. actual size quoted 40" length. Detail specification sheets are provided as part of the addendum for comparison purposes.

Item 2. All compacting equipment quoted to be U. L. listed system.

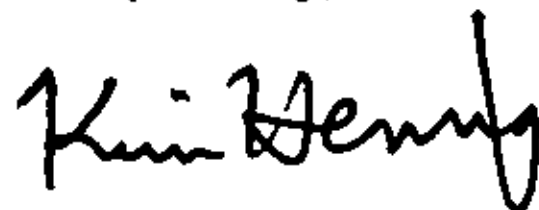
Item 3. Front load containers quoted to be shipped with 'A' Frame attached (welded not bolted) with lids attached by Wastequip employee's upon delivery of units to meet City of Fayetteville operation personnel concerns.

Item 4. Compactor training, technical and field, to be provided at no additional cost to City of Fayetteville. (City to provide transportation and hotel accommodations for City employees)

Item 5. Submit for consideration the Accurate Accu-Pak (rotateable head for side, rear and front load application) Front End Load compactor at a cost of \$8,138.00.

Wastequip further offers to provide technical and product assistance should the City require additional information to assist them in making a decision for award. Please contact Kim Hennig (800-242-0122) or David Minton (903-520-0473) should assistance be required.

Respectfully,



Kim Hennig
Sales Manager

REQUEST FOR BID

SPECIFICATIONS

SOLID WASTE CONTAINERS

*Prepared by
Solid Waste Division
City of Fayetteville, Arkansas*

No. deviation

ADVERTISEMENT FOR BIDS

City of Fayetteville, Arkansas

Separate sealed bids for Solid Waste Containers will be received by the City of Fayetteville, Arkansas, at the Office of the Purchasing Officer until 11:30 a.m., October 25th, 2001, and then at said office publicly opened.

The Information for Bidders, Form of Bid, Specifications, and other documents may be examined at the following location:

City of Fayetteville
Purchasing Office
113 W. Mountain, Room 306
Fayetteville, Arkansas 72701

Copies may be obtained from the Purchasing Office located at the above address. The City reserves the right to waive any informalities or to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The City of Fayetteville is an Equal Opportunity Employer.

10-18-01
Date

PVice
Purchasing Manager

INFORMATION FOR BIDDERS

1.0 RECEIPT AND OPENING OF BIDS: The CITY OF FAYETTEVILLE, ARKANSAS (herein called the "City"), invites bids on the project described in the Scope of Services. Bids will be received by the City at the Purchasing Office until 11:30 a.m. (Central Time), October, 25th, 2001 and then at said office publicly opened. The envelopes containing the bid must be sealed, addressed to Purchasing Officer, City of Fayetteville at 113 W. Mountain St., Fayetteville, AR 72701 with bid number clearly visible.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

2.0 PREPARATION OF BID: Each bid must be submitted on the Bid for Unit Price form attached hereto. All blank spaces for bid prices must be filled in, in ink or typewritten, fully completed and executed when submitted. Each bid must be submitted in a separate sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City.

3.0 SUBCONTRACT (S): The Bidder will supply the names and addresses of all subcontractors to the City for approval. Also, the to be performed by each subcontractor must be stated.

4.0 TELEGRAPHIC MODIFICATION: Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modifications over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5.0 QUALIFICATIONS OF BIDDER: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder will furnish to the City all such information and data for this purpose as the City may request. If requested by the City, the three final Bidders will conduct a tour of their facilities wherein the City may further investigate the Bidders. Said visit and tour will be conducted within five (5) days of the date of bid

opening and on a date to be selected by the City. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the bid and to complete the work contemplated therein.

6.0 CONDITIONS OF WORK: Each Bidder must inform himself fully of the conditions relating to the performance of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this bid.

7.0 ADDENDA AND INTERPRETATION: No formal interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Glenda Reynolds, Office Manager, City of Fayetteville, Arkansas, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued will become part of the bid documents.

8.0 LAWS AND REGULATIONS: The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the project will apply to the bid throughout, and they will be deemed to be included in the bid the same as though herein written out in full.

9.0 METHOD OF AWARD - LOWEST QUALIFIED BIDDER: The City will adhere to the selection process as set forth in the Administrative Policies and Procedures Manual. Copies of the applicable policies and procedures may be obtained from the Purchasing Officer.

10.0 OBLIGATION OF BIDDER: At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and bid documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or document will in no way relieve any bidder from any obligation in respect of his bid.

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: 10-25-01

Proposal of BES-PAC WASTE HANDLING EQUIPMENT (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of S. CAROLINA & MISSISSIPPI, a partnership, or an individual doing business as BES PAC / MID SOUTH WASTE EQUIPMENT.

To the City of Fayetteville, Arkansas (hereinafter called "City").
The Bidder, in compliance with your invitation for bids for Solid Waste Containers having examined the specifications with related bid documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the bid documents and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bid documents, of which this proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications for the following unit prices.

ITEM		UNIT
NO.	DESCRIPTION	PRICE
1.	Rectangular Open-top Roll-off Container, 20 yard	2340 ⁰⁰
2.	Rectangular Open-top Roll-off Container, 30 yard	2590 ⁰⁰
3.	Rectangular Open-top Roll-off Container, 40 yard	2940 ⁰⁰
4.	Rectangular Receiver Container, 40 yard	4090 ⁰⁰
5.	Rectangular Receiver Container, 42 yard	4505 ⁰⁰
6.	Tub Style Roll-off Container, 20 yard	2240 ⁰⁰
7.	Tub Style Roll-off Container, 30 yard	2490 ⁰⁰
8.	Tub Style Roll-off Container, 40 yard	2840 ⁰⁰
9.	Octagon Receiver Container, 34 cubic yards	3547.50
10.	Octagon Receiver Container, 40 cubic yards	3890.25
11.	Octagon Receiver Container, 42 cubic yards	4488.25
12.	Self Contained Compactor Units, 10 cubic yards	9502.50
13.	Self Contained Compactor Units, 15 cubic yards	10,005.00
14.	Self Contained Compactor Units, 20 cubic yards	10,252.50
15.	Self Contained Compactor Units, 24 cubic yards	10,502.50
16.	Shorty Stationary Compactor, 2 cubic yards	7,715.50
17.	Self Contained Compactor, 2 cubic yards	10,800 ⁰⁰
		BP230 10,800 ⁰⁰
		BP235 11,572.50

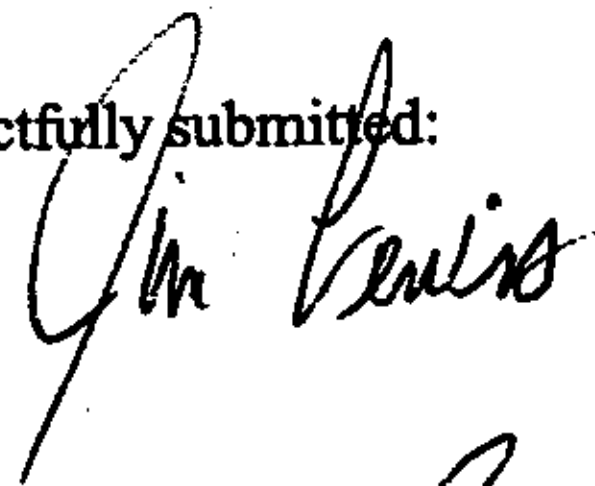
- 18. Crosspak Self-contained Compactor, 5 cubic yards
- 19. Crosspak Self-contained Compactor, 6 cubic yards

7976⁰⁰
7312⁰⁰

The submitted bid will be honored by the Bidder for a period of one year from the date of the bid. Bidder understands that the City may purchase up to 250 units in any combination of the above listed items during this timeframe. Bidder understands that the minimum purchase will be in truckload lots. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder and the City, at the end of the first year may mutually agree to extend the unit pricing for a second calendar year. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By:



Title *REGIONAL SALES MGR.*

(Business Address and Zip Code)

*1909 MAIN ST.
EASLEY, SC. 29641*

SEAL - (if bid by a Corporation)

GENERAL SPECIFICATION

Rectangular Roll-off Containers (20, 30, 40 cubic yards)

Section 10

- 10.01 **Purpose.** The City intends to purchase roll-off containers to be used in association with our expansion of services. These roll-off containers will be used for waste bulk and building material disposal. The City also intends to purchase receiver boxes and compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses

that have exceeded our services.

- 10.02 Sub-Frame and Rail. 2 x 6 x 3/16" structural tubing rails and 1 2" thick solid nose on pick-up end of rails.
- 10.03 Floor Construction. 10 gauge sheet steel floor with 3" channel cross members with no more than 21" spacing. A 45 degree continuous slope is to be created across the front to reduce trappage and corrosion of the container flooring.
- 10.04 Hook and Mounting Plates. 1 1/4" thick plate flame cut long pull hook, continuously welded into both sides of hook plate, floor, and both forward cross members. Hook plate shall be 2" steel plate fully welded to sub-frame rails.
- 10.05 Container (sides, roofs, and ends). 12 gauge prime steel fully welded inside and out with 4 x 3-11 gauge steel tubing frame.
- 10.06 Rear Door. 12 gauge steel sheet with 4 x 3 x 3/16" tubing frame with an 8" channel door frame. All 20 yard containers are to have 2 hinges, 30 and 40 yard containers are to have 3 hinges, 1" x 4" hinge bar with 15/16" diameter pins, and a 2 point vertical safety latch system with locking mechanism. Door shall close on floor, helping maintain structural integrity at hinge corner posts.
- 10.07 Dimensions. Base dimensions of 40 yard roll-off containers will be 84" x 94 3/16" x 268.5" inches. Base dimensions of 30 yard roll-off containers will be 63" x 74 3/16" x 268.5" inches. Base dimensions of 20 yard roll-off containers will be 40" x 50 3/16" x 268.5" inches.
- 10.08 Guide Rollers: Guide rollers shall measure 4 inches in diameter and 6 inches long.
- 10.09 Rear Corner Posts: Rear corner posts shall be made of 7 gauge steel measuring 3 inches by 10 2 inches.
- 10.10 Channel Uprights: All channel uprights shall be formed and made from 12 gauge steel. Measurements are to be 3 inches by 5 inches and spacing of said uprights shall be placed at 30 inch intervals.
- 10.11 Tubing: Top cap tubing is to be constructed of 11 gauge steel and measure 3 inches by 4 inches.
- 10.12 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with

a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #378(Green) in color. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

- 10.13 Access Ladder: An access ladder is to be placed on all 30 and 40 yard roll-off containers
- 10.14 Wheels: Wheels are to be placed at both the front and the rear of the roll-off containers. Wheels are to measure 6 inches in diameter and 10 inches long.
- 10.15 Tarp Rail: A tarp rail shall be placed on container constructed of 3/4 inch round rim stock.

GENERAL SPECIFICATION
Rectangular Receiver Container (40 & 42 cubic yards)

Section 11

- 11.01 Purpose. The City intends to purchase rectangular receiver containers to be used in association with our expansion of commercial services. The City also intends to purchase compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses that have exceeded our services.
- 11.02 Dimensions. The 40 yard dimensions shall be constructed as follows: Height 98 3/8 inches, width 92 3/16 inches, length 265 1/8 inches, and ground height 12 inches. The 42 yard dimensions shall be constructed as follows: Height 103 3/4 inches, width 92 3/16 inches, length 265 1/8 inches, and ground height 12 inches. Opening on the STD shall be 64 inches wide and 48 inches high.
- 11.03 Floor. The floor is to be constructed of 7 gauge hot rolled steel material. The floor joist shall have 3 inch structural channel cross members at 4.1 pounds per foot on 24 inch centers.
- 11.04 Side Walls. The side walls are to be constructed of 12 gauge hot rolled steel material.
- 11.05 Roof Material. The roof is to be constructed of 12 gauge hot rolled steel material with 3

inch by 5 inch formed channel supports. Spacing of the channel supports should be no more than 24 inches.

- 11.06 Vertical Side Ribs. The side rails shall be constructed of 3 inches by 5 2 inches formed channels. Channels shall be placed no more than 29 inches apart.
- 11.07 Rails and Long Sills. Long sills should measure 2 inches by 6 inches by 3/16 inch. Some solid steel bullnose measuring 1 3/8 inches shall be placed on the front of the long sills to prevent impact damage.
- 11.08 Hook Assembly. 1 and 1/4 inch thick by 12 5/16 inch long pull hook, continuously welded to a 2 inch pull plate container floor, and the three front cross members. This feature needs to be compatible with most major brand Roll-Off hoist systems.
- 11.09 Rear Door. 12 gauge steel with formed and structural channel reinforcements. Door openings need to fit most major brand Stationary Compactors.
- 11.10 Door Opening. The container shall be equipped with a standard door measuring 48 inches high and 64 inches wide. The door openings shall be compatible major brand Stationary Compactors.
- 11.11 Hinge. The hinge shall be constructed of a 3-piece heavy duty rear hinge with grease fittings.
- 11.12 Ground Rollers. Four rollers, two placed on the front, and two placed on the rear, measuring 6 inches in diameter and 10 inches long supplied with grease fittings.
- 11.13 Claw Hook-Up. The claw hook shall be constructed of a 2 inch plate that is reinforced. Compatible with most major brand Roll-Off Hoist systems.
- 11.14 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container.
All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Tub-Style Roll-off Containers (20, 30, 40 cubic yards)

Section 12

- 12.01 Purpose. The City intends to purchase tub style roll-off containers to be used in association with our expansion of residential and commercial services. These roll-off containers will be used for Class IV waste bulk and building material disposal.
- 12.02 Dimensions. Base dimensions of 40 yard tub-style roll-off containers will be 97 3/16" x 90 3/4" x 270.5" inches. Base dimensions of 30 yard tub-style roll-off containers will be 78 3/16" x 90 3/4" x 270.5" inches. Base dimensions of 20 yard tub-style roll-off containers will be 58 3/16" x 90 3/4" x 270.5" inches.
- 12.03 Rail. 4 x 4 x 1/4" structural tubing top rail.
- 12.04 Floor Construction. The floor shall be constructed of 3/16 inch sheet steel.
- 12.05 Container (sides, door, and front). 10 gauge prime steel fully welded inside and out. The door shall have a vertical door latch mechanism equipped with a safety chain. The door shall close on the floor of all the containers.
- 12.06 Wheels. Wheels are to be placed at the rear of the roll-off containers. Wheels are to measure 6 inches in diameter and up to 10 inches long. Tarping systems will be an option
- 12.07 Hook. The containers shall be equipped with a heavy duty pull hook.
- 12.08 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #378 (Green) in color. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.
- 12.09 Delivery. Containers need to be nestable for delivery.

GENERAL SPECIFICATION
Octagon Receiver Container (34, 40, & 42 cubic yards)

Section 13

- 13.01 Purpose. The City intends to purchase rectangular receiver containers to be used in association with our expansion of commercial services. The City also intends to purchase compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses that have exceeded our services.
- 13.02 Dimensions. The 34 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 5/16 inches, length 20 feet and 4 inches, and ground height 12 inches. The 40 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 5/16 inches, length 22 feet and 9 and 1/8 inches, and ground height 12 inches. The 42 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 and 5/16 inches, length 24 feet and 4 inches, and ground height 12 inches. Opening on the STD shall be 64 inches wide and 48 inches high.
- 13.03 Floor. The floor is to be constructed of 7 gauge hot rolled steel material. The floor joist shall have 3 inch structural channel cross members at 3.5 pounds per foot.
- 13.04 Side Walls. Side walls are to be constructed of 7 gauge hot rolled steel material fully welded to surrounding container parts.
- 13.05 Roof. The roof is to be constructed of 10 gauge hot rolled steel material and fully welded to all adjacent sides of the container.
- 13.06 Rails/Long Sills. Long sills should measure 2 inches by 6 inches by 3/16 inch wall tubing. Some solid steel bullnose measuring 1 3/8 inches shall be placed on the front of the long sills to prevent impact damage.
- 13.07 Hook Assembly. 1 and 1/4 inch thick by 12 5/16 inch long pull hook, continuously welded to a 2 inch pull plate container floor, and the three front cross members. This feature needs to be compatible with most major brand Roll-Off hoist systems.
- 13.08 Rub Rail. The rub rail shall have a 3" structural angle.

- 13.09 Rear Door. 10 gauge steel with 3 inch by 5 and 2 inches formed channels 4 inches. 5.4 door opening.
- 13.10 Door Opening. The container shall be equipped with a standard door measuring 48 inches high and 64 inches wide. The door openings shall be compatible major brand Stationary Compactors. All containers doors shall be equipped with a retaining chain and a 3 point vertical latch.
- 13.11 Hinge. Heavy duty 3 piece rear hinges with grease fittings.
- 13.12 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.
- 13.13 Ground Rollers. Two rollers, four rollers preferred with two placed on the front and two placed on the rear, measuring 6 inches in diameter and 10 inches long supplied with grease fittings.
- 13.14 Compactor Hook-Up. 1 and a 2 inch plate reinforced.

GENERAL SPECIFICATION

Self Contained Compactor Units (10, 15, 20, & 24 cubic yards)

Section 14

- 14.01 Purpose. The City intends to purchase self-contained compactor containers to be used in association with our expansion of commercial services. The self-contained compactor containers will be used for waste disposal of large commercial businesses where a minimal area is allowed for waste disposal. These containers are made especially for liquid retention and putrescible matters where there is high waste volume produced in hotels, hospitals, restaurants, and shopping malls.
- 14.02 Dimensions. Measurements for the 10 yard is as follows: overall length 156 inches, load height 42 inches, charge box 30 inches, container length 87 inches, overall height 67 inches,

overall width 84 inches. Measurements for the 15 yard is as follows: overall length 184 inches, load height 42 inches, charge box 30 inches, container length 115 inches, overall height 90 inches, overall width 84 inches. Measurements for the 20 yard is as follows: overall length 228 inches, load height 42 inches, charge box 30 inches, container length 159 inches, overall height 90 inches, overall width 84 inches. Measurements for the 24 yard is as follows: overall length 252 inches, load height 42 inches, charge box 30 inches, container length 180 inches, overall height 90 inches, overall width 84 inches.

- 14.03 Specifications. Container shall have an MFG Rating of 1 yd³, a WASTETEC rating of .70 yd³, a Clear Top Opening of (L x W) 30 inches by 455 inches, Ram Face (H x W) 22 inches by 48 inches, Ground height of 42 inches, a Capacity per Hour of 101 yd³.
- 14.04 Performance. Cycle time is to be 25 seconds, Normal and Maximum force is to be set at 37,700 pounds, Normal and Maximum Ram Face pressure is to be 35.7 PSI, and Ram Penetration of 6 inches.
- 14.05 Electrical. The motor shall be 10 HP and Control Voltage is to be set at 120 VAC. UL Label all circuits fused, key lock, start, stop, and reverse. Compactor is to be equipped with a Tri-voltage transformer, Container Full Light indicator, Multi-Cycle Timer, and pushbutton controls mounted in the panel box face.
- 14.06 Hydraulic. A pump of 11.5 GPM, Stroke 25 inches, 2 - Cylinder (Bore/Rod) 4 inch/ 2.5 inch, 12 inch sump, and a Normal and Maximum pressure is to be set at 1,500 PSI.
- 14.07 Structural. Control Quality Prime Hot Rolled Prime steel construction with Ram face 3/8 inch, Ram top 1/4 inch, Ram bottom 3/8 inch, Charging chamber floor 3/8 inch, Charger box sides 1/4 inch, Breaker Bar 8 x 6 x 3/4 inches, and a weight of 7121 pounds. All container steel is to be constructed of Control Quality Hot Rolled Steel.
- 14.08 Standard Features. Double end pick-up and a Full Door seal.
- 14.09 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Self Contained Compactor (30 & 35 cubic yards)

Section 15

- 15.01 **Purpose.** The City intends to purchase self-contained compactor containers to be used in association with our expansion of commercial services. The self-contained compactor containers will be used for waste disposal of large commercial businesses. These containers are made especially for liquid retention where there is high waste volume produced in hotels, hospitals, restaurants, and shopping malls.
- 15.02 **Specifications.** Container shall have an MFG Rating of 2 yd³, a WASTETEC rating of 1.61 yd³, a Clear Top Opening of (L x W) 42 inches by 57.5 inches, Ground height of 52 inches, a Capacity per Hour of 175 yd³.
- 15.03 **Performance.** Cycle time is to be 33 seconds, Normal and Maximum force is to be set at 38,000 pounds, Normal and Maximum Ram Face pressure is to be 21.1 PSI, and Ram Penetration of 11 inches.
- 15.04 **Electrical.** The motor shall be 10 HP, Pressure Gauge, and Control Voltage is to be set at 120 VAC. UL Label all circuits fused, key lock, start, stop, and reverse. Compactor is to be equipped with a Tri-voltage transformer, Remote power unit, Container Full Light indicator, Multi-Cycle Timer, and controls in panel box face.
- 15.05 **Hydraulic.** A pump of 11.5 GPM, 12 inch sump, and a Normal and Maximum force is to be set at 1,800 PSI.
- 15.06 **Structural.** Control Quality Prime Hot Rolled Prime steel construction with Ram face 5/8 inch, Ram top 1/4 inch, Ram sides 3/8 inch, Ram bottom 3/8 inch, Charging chamber floor 3/8 inch, 1/4 inch packer sides, and a Breaker Bar 8 x 6 x 3/4 inches.
- 15.07 **Bustle.** The bustle door utilizes 4 heavy-duty sliding hinges in conjunction with a hinge-side ratchet. This allows the door to be securely closed to prevent leakage.
- 15.08 **Port Hole.** A 1 2 inch port to allow easy wash down under packing head.
- 15.09 **Standard Features.** Double end pick-up, Full Door seal, Compactor Clean-Out,

replaceable UHMW Ram Guides, and Center Skid.

- 15.10 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Self Contained Compactor (30 & 35 cubic yards)

Section 16

- 16.01 Purpose. The City intends to purchase Shorty compactors to be used in association with our expansion of commercial services. The Shorty compactors will be used for compaction of waste in containers of large commercial businesses. These containers are made especially for minimal area locations with a high waste volume produced.
- 16.02 Specifications. Container shall have an MFG Rating of 2 yd³, a WASTETEC rating of 1.61 yd³, a Clear Top Opening of (L x W) 42 inches by 57.5 inches, Ram face of (H x W) 28 inches by 60 inches, Ground height of 15.5 inches, a Capacity per Hour of 171 yd³. Overall length shall measure 74 and 1/4 inches.
- 16.03 Performance. Cycle time is to be 42 seconds, Normal force of 42,700 pounds, Maximum force of 50,800 pounds, Normal Ram Face pressure of 24.3 PSI, Maximum Ram Face pressure of 28.8 PSI, and Ram Penetration of 11 inches.
- 16.04 Electrical. The motor shall be 10 HP, Control Voltage is to be set at 120 VAC. UL Label, all circuits fused, key lock, start, stop, and reverse.
- 16.05 Hydraulic. A pump of 10 GPM, Normal pressure of 1,850 PSI, Maximum force of 2,300 PSI, 2 - Cylinder (Bore/Rod) 4 inch / 2.5 inch, and a Stroke of 56 inches.
- 16.06 Structural. Control Quality Prime Hot Rolled Prime steel construction with Ram face 2 inch, Ram top 1/4 inch, A Ram bottom 3/8 inch, Charging chamber floor 2 inch, Charger box sides 1/4 inch, total weight of 3303 pounds, and Breaker Bar 8 x 6 x 3/4 inches. Charger box opening shall measure 41 inches by 57.5 inches. The container shall have 1/4

inch compactor side wall, heavy structural reinforcement to the charge chamber and the Ram Guidance System (ram guide angle attached to side wall, ram guide block mounted inside of a guide block channel that slides over the ram guide angle), all serve to assure reduced wear and longevity in this unit.

- 16.07 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION

Crosspak Self-Contained Compactor (5 & 6 cubic yards)

Section 17

- 17.01 Purpose. The City intends to purchase Crosspak self-contained compactor containers to be used in association with our expansion of commercial services. The Crosspak self-contained compactor containers will be used for waste disposal of small commercial businesses, restaurants, and food chains cannot utilize a full size compaction system because of volume or space limitations. These containers are made especially for keeping work areas clean, sanitary, and at low-cost instillation, no more vermin and putrescible matters, and consisting of a leakproof operation.
- 17.02 Dimensions. The 5 yard rear loader dimensions shall be constructed as follows: Overall width of 130 inches (container 79 inches and the compactor 51 inches), overall length of 150 inches, container height is 51 inches, compactor height of 40 inches, and compactor length of 46 inches. The 6 yard front loader dimensions shall be constructed as follows: Overall width of 131 inches (container 80 inches and the compactor 51 inches), overall length of 103 inches, container height is 67 inches, compactor height of 40 inches, and compactor length of 46 inches, and compactor base stand height of 12 inches.
- 17.03 Construction. Compactor size should be constructed with prime steel with the following measurements: Compactor size of 3/16 inches, Compactor floor of 1/4 inches, Ram face of 1/4 inches, Ram bottom of 1/4 inches, and Ram top of 3/16 inches.

- 17.04 Hydraulic. A pump of 3 GPM, 2 - Cylinder (3" Bore and 1 2"Rod) 3 inch by 20 inch, Normal pressure of 1800 PSI, Maximum pressure of 2000 PSI, and 10 gallon Oil Reservoir.
- 17.05 Charge Box. Clear top opening measuring 24 inches by 48 inches and Ram face measuring 18 2 inches high by 48 inches wide.
- 17.06 Performance. Cycle time is to be 42 seconds, Normal ram force of 23,300 pounds, Maximum ram force of 30,000 pounds, Normal working pressure of 2000 PSI, and Maximum working pressure of 2200 PSI.
- 17.07 Electrical. 3 H.P. 208/230/440/460V and 3 Ph. 4 wire, 60 cycle, 100V controls. All circuits must be fused and control panel shall have push button controls.
- 17.08 Features. Container construction allows loading from all three sides of charging chamber, and an optional ozone neutralizer, which eliminates unpleasant odors. The cross cylinder design allows the superior compaction force to reduce large volumes of waste.
- 17.09 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.



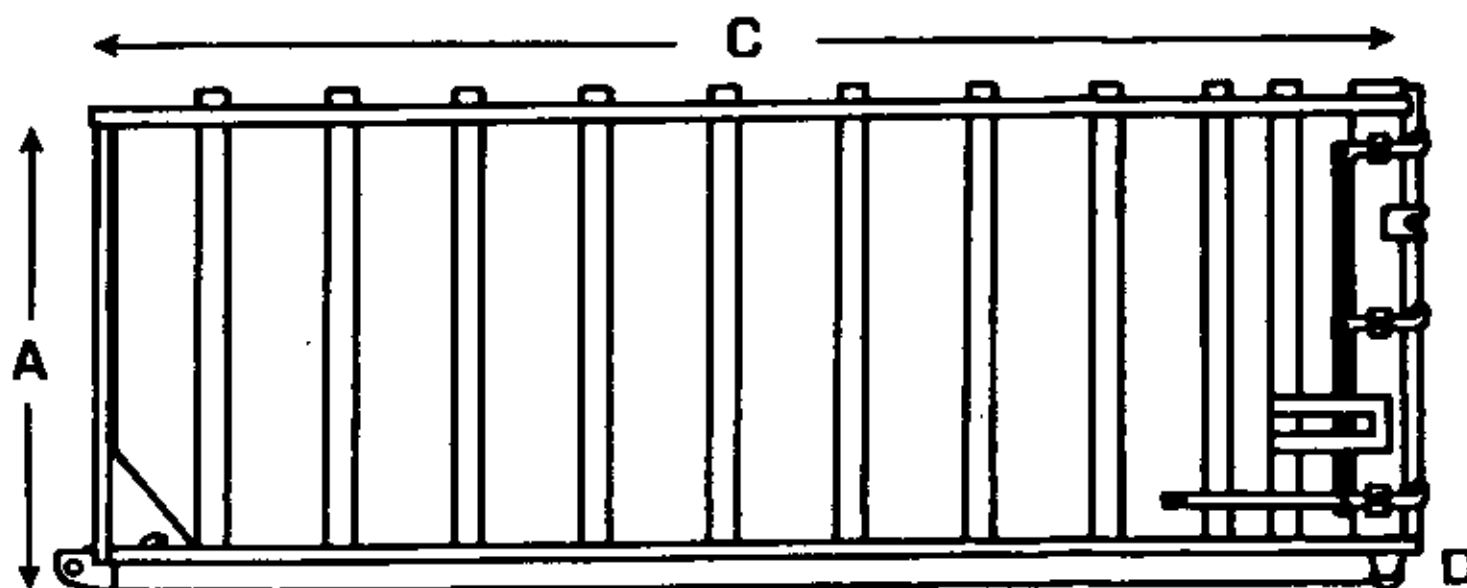
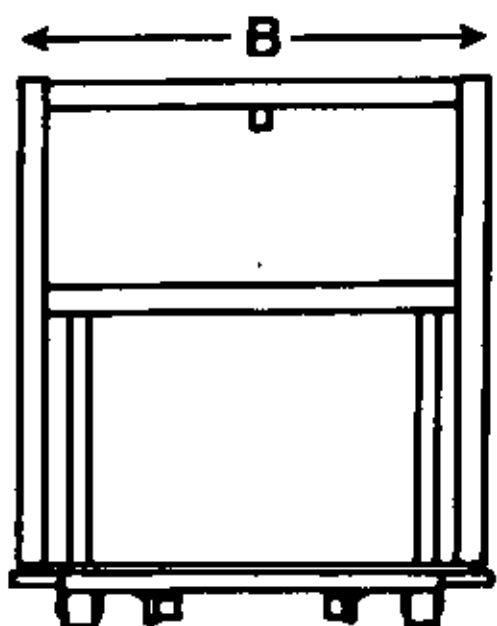
rectangular receiver container

Bes-Pac
A HI-RISE COMPANY
Compactors
THE COMPACTOR COMPANY

Bes Pac's Rectangular Receiver Containers are built with the highest quality materials and tapered gusseting to allow smooth dumping operations. Each container is engineered to be compatible with most major brand stationary compactors and roll-off hoist systems.

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439 • FAX 864.859.6414

rectangular receiver container



STD Opening
64" W x 48" High

Dimensions	A-HGT	B-Width	C-LEN	D-Ground HGT
40 YD RECTANGLE RECEIVER CONTAINER	98 3/8"	92 3/16"	265 1/8"	12"
42 YD RECTANGLE RECEIVER CONTAINER	103 3/4"	92 3/16"	265 1/8"	12"

CONSTRUCTION

Floor Material:	7 ga. H.R.
Side Walls:	12 gauge H.R.
Roof Material:	12 gauge H.R. with 3" x 5" formed channel supports on 24" spacing
Vertical Side Ribs:	3" x 5 1/2" formed channels on 25 1/2" - 29" spacing
Rails/Long Sills:	2" x 6" x 3/16" with 1 1/8" solid steel bullnose
Floor Joists/Cross Members:	3" structural channel @ 4 lb./ft. on 24" centers
Hook Assembly:	1 1/4" thick x 12 5/16" long pull hook continuously welded to 1/2" pull plate, container floor, and 3 front crossmembers
Rear Door:	12 gauge with formed and structural channel reinforcements
Hinge:	3 piece heavy duty
Door Opening:	48" high x 64" wide (standard)
Paint:	Primer & finish coat exterior (Interior primer by request only)
Ground Rollers:	(2) 6" diameter x 10" long w/grease fittings
Claw Hook-up:	1/2" plate reinforced

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.



ENVIRONMENTAL INDUSTRY ASSOCIATIONS



WASTEC



Institute
of Scrap
Recycling
Industries

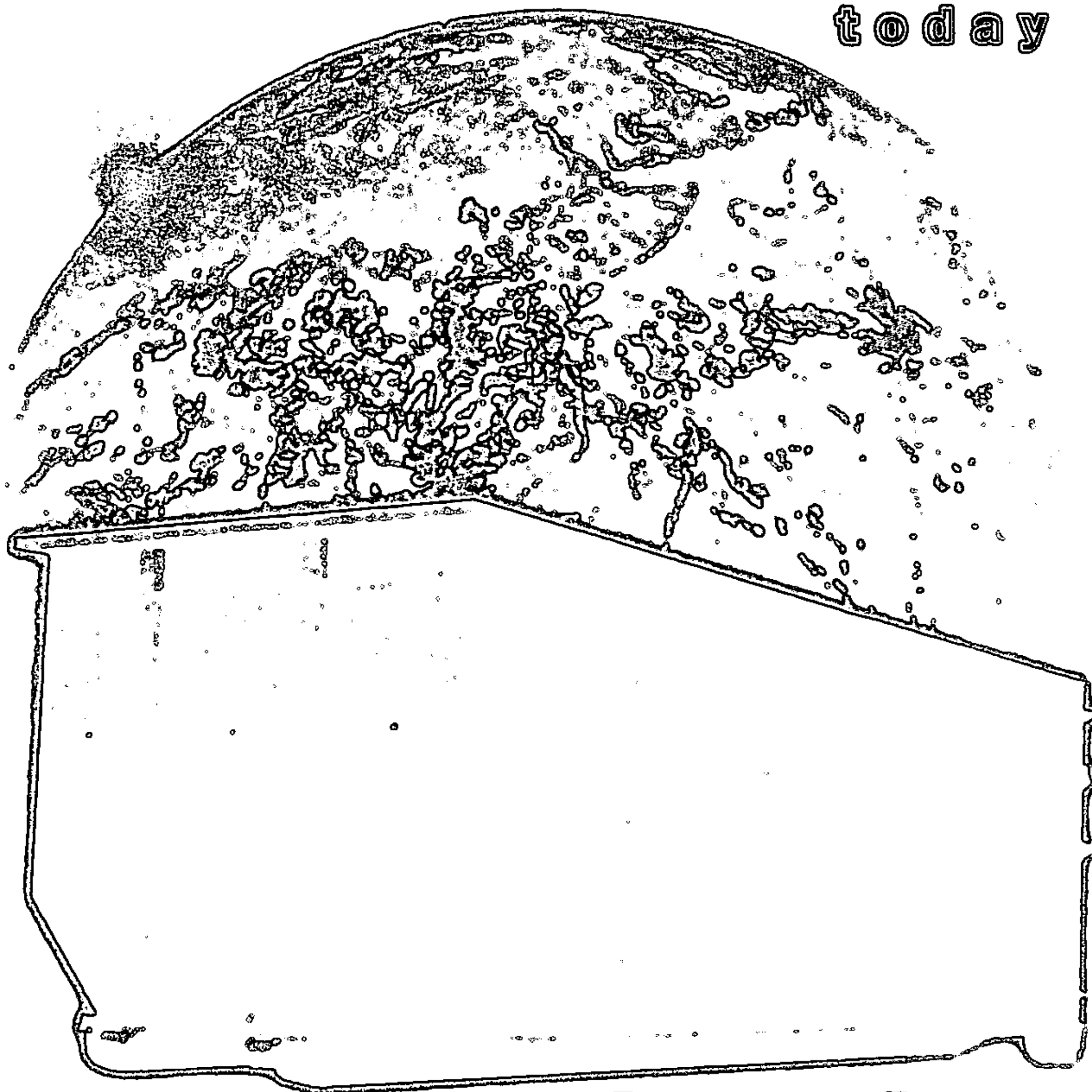


WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com

tomorrow's
technology
today

Bes Pac
A BEPAC COMPANY
Compactors
THE COMPACTOR COMPANY

atom
technology
today



rectangular
open-top
roll-off containers

Bes-Pac

A HI-RISE COMPANY

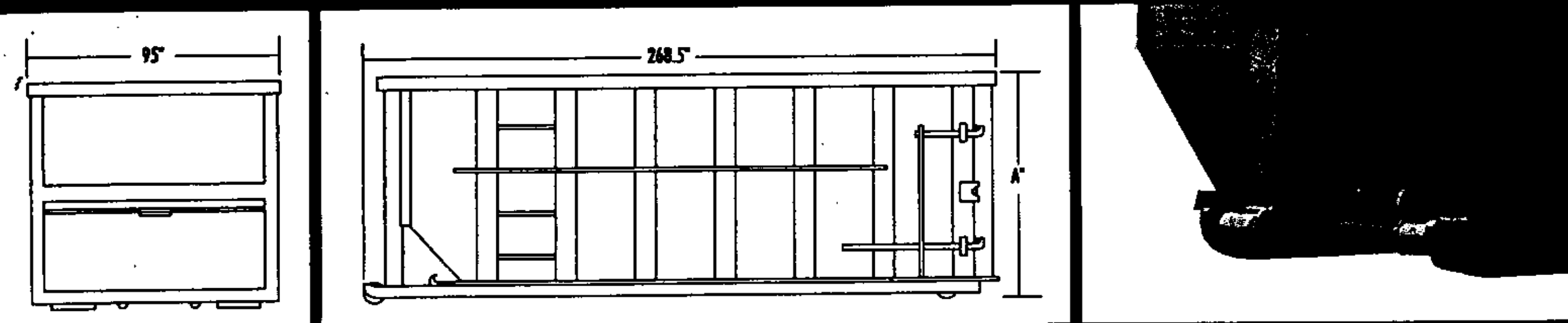
WASTE HANDLING EQUIPMENT

P.O. BOX 2049 • EASLEY, SC 29641

864.859.6030 • 800.726.1439 • FAX 864.859.6414

For over 25 years Bes-Pac has been engineering and manufacturing containers for industrial and commercial use. We know what is required in a container to give the performance and longevity you expect and deserve. Bes-Pac has a rectangular open top roll-off container available to meet your job requirements.

rectangular open-top roll-off containers



Capacity	A" Inside	A" Overall
20 YD.	40"	50 3/16"
30 YD.	63"	73 3/16"
40 YD.	84"	94 3/16"

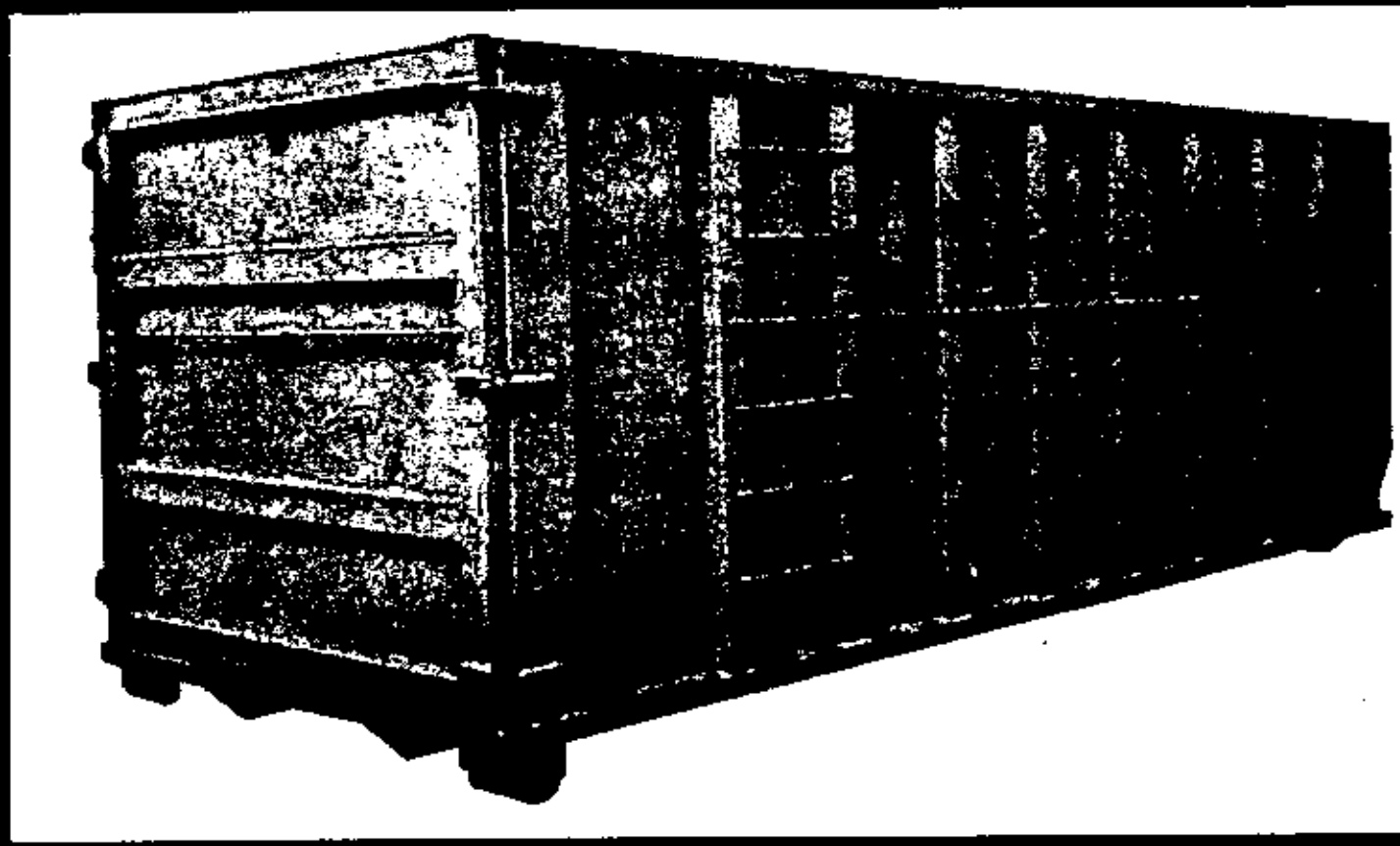
Standard Features

- 3/16" prime steel floor
- 3" channel crossmembers on 21" spacing
- 2" x 6" x 3/16" structural tubing longsills
- 4" dia. x 6" long guide rollers
- 12 gauge prime steel sides, front and door
- 3" x 10 1/2" x 7 ga. rear corner post
- 3" x 5" x 12 ga. formed channel uprights on 30" spacing
- 4" x 3" x 11 ga. tubing for cap
- 45° continuous slope across front to reduce trapping and corrosion
- Vertical safety latch for ease of operation
- Access ladders - 30 yds. and 40 yds.
- 6" dia. x 10" long rear wheels
- Bes-Pac containers utilize the vertical safety latch. Doors are designed to close on the floor. This, with the guide plate, helps to prevent door sag and loss of structural integrity at the hinge corner post.

Options

- 1/4" floor plate
- 1/4" tubing longsills
- 3/8" tubing longsills

1 1/4" thick long pull hook, floor plate, floor, and two forward integral assembly for safety and



Door closes on floor, helps maintain structural integrity at hinge corner post.

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.



ENVIRONMENTAL INDUSTRY ASSOCIATIONS



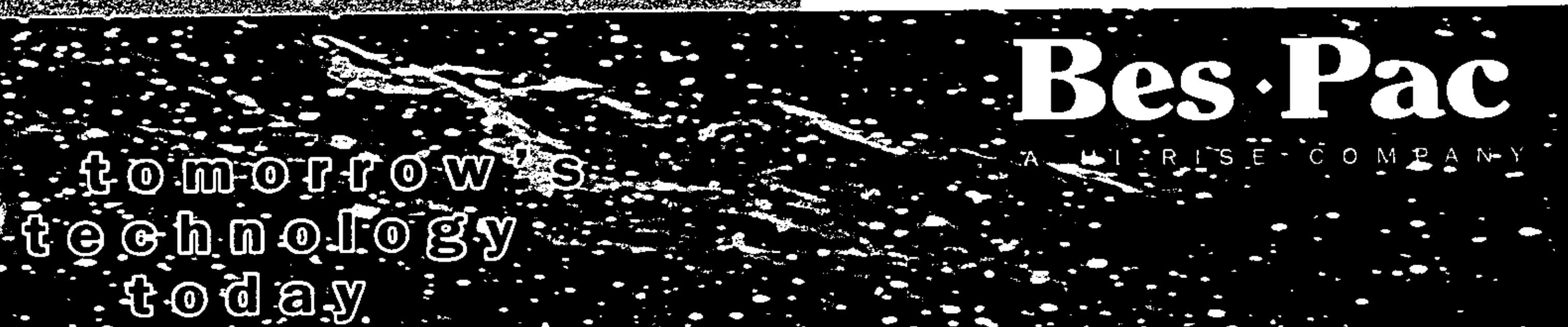
WASTEC



Institute of Scrap Recycling Industries



WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com



Bes-Pac

A L I R I S E - C O M P A N Y

tomorrow's
technology
today

tom
technology
today



octagon receiver containers

Bes-Pac

A H I - R I S E C O M P A N Y

WASTE HANDLING EQUIPMENT

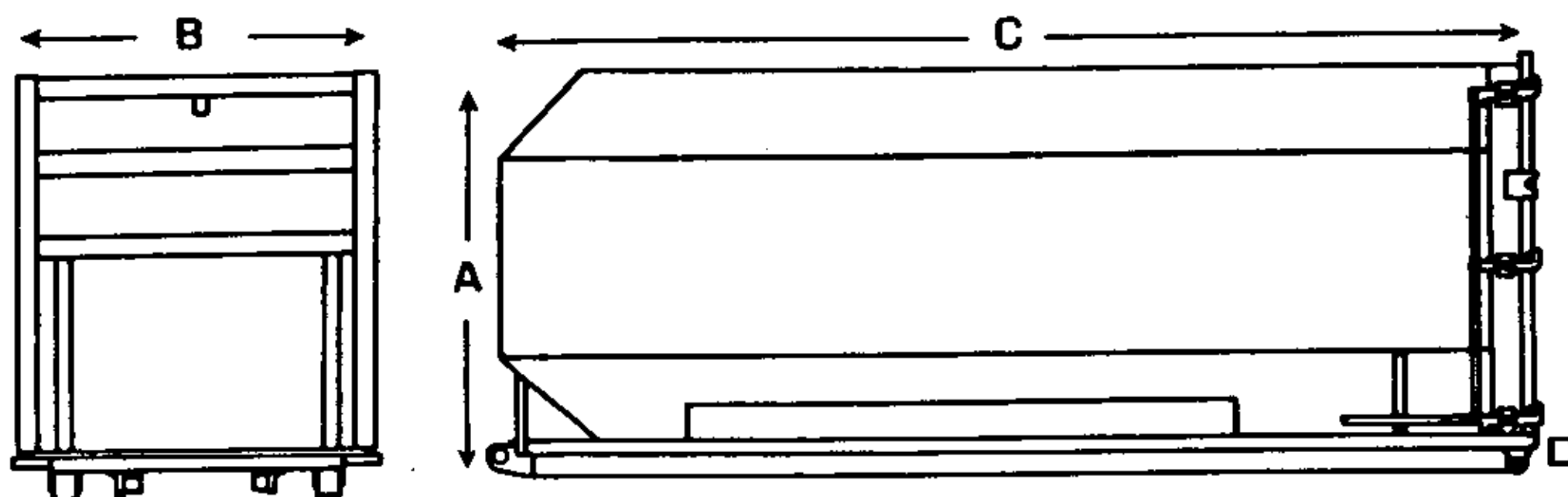
P.O. BOX 2049 • EASLEY, SC 29641

864.859.6030 • 800.726.1439 • FAX 864.859.6414

Bes Pac Octagon Receiver Containers are designed and built to maximize your compaction efforts and minimize your costs.

Bes Pac uses 7 ga. HR steel in the floor, sides and roof areas. Supports are structural channel tubing and angle. The ORC series are built to perform long term with minimal maintenance costs.

octagon receiver containers



STD Opening
64"W x 48"H High

Dimensions

	A-HGT	B-WTH	C-LEN	D-Ground HGT
34-CUBIC-YARD, OCTAGON COMPACTOR CONTAINER	104 3/8"	94 5/16"	20' 4"	12"
40-CUBIC-YARD, OCTAGON COMPACTOR CONTAINER	104 3/8"	94 5/16"	22' 9 1/8"	12"
42-CUBIC-YARD, OCTAGON COMPACTOR CONTAINER	104 3/8"	94 5/16"	24' 4"	12"

CONSTRUCTION

Floor Material:	7 ga. H.R.
Side Walls:	7 ga. H.R.
Roof Material:	10 gauge H.R.
Rails/Long Sills:	2" x 6" x 3/16" wall tubing with 1 3/8" solid bullnose
Floor Joists/Cross Members:	3" channel @ 3.5 lb./ft.
Hook Assembly:	1 1/4" thick x 12 5/16" long pull hook continuously welded to 1/2" pull plate, container floor, and 3 front crossmembers
Rub Rails:	3" structural angle
Rear Door:	10 ga. with 3" x 5 1/2" formed channel 4" x 5 1/4" (door opening)
Door Opening:	48" high x 64" wide (standard)
Hinges:	3 piece heavy duty
Paint:	Primer & finish coat exterior only (Interior primer by request)
Door Latch:	Vertical 3 point latch
Ground Rollers:	(2) 6" dia. x 10" long with grease fittings
Compactor Hook-up:	1/2" plate reinforced

STANDARD FEATURES

- Heavy Duty Rear Hinges with Grease Fittings
- Door Retaining Chain
- Compatible with Most Major Brand Roll-Off Hoist Systems
- Primed and Finish Painted
- Door Openings to Fit Most Major Brand Stationary Compactors
- Solid Steel BullNose Added to the front of the Long Sills to Prevent Impact Damage

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.



WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com

Bes-Pac

A WASTE HANDLING COMPANY

tomorrow's
technology
today

gy

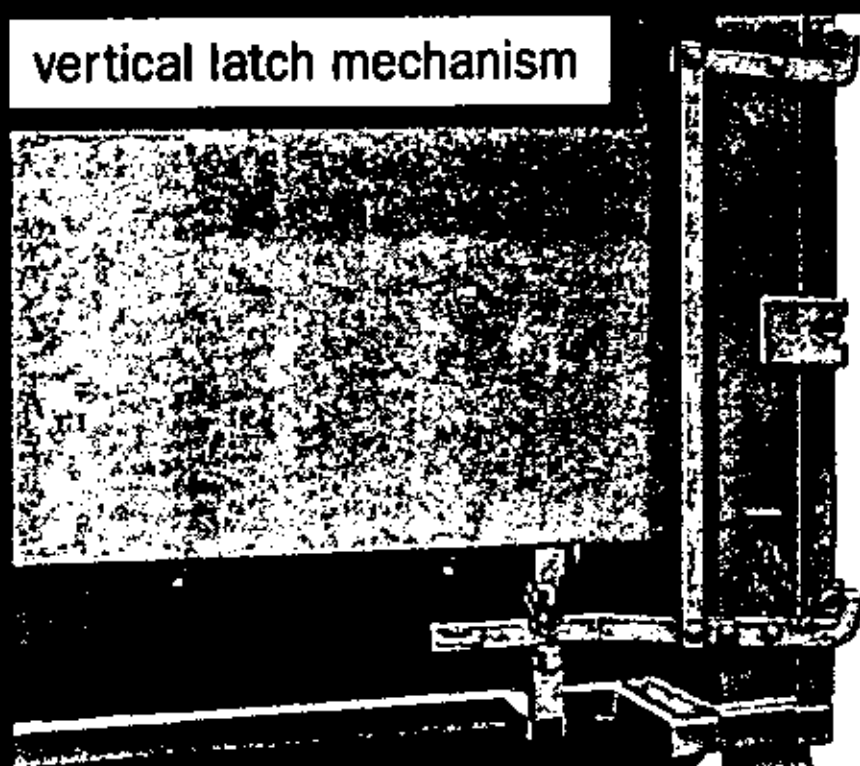
e

s

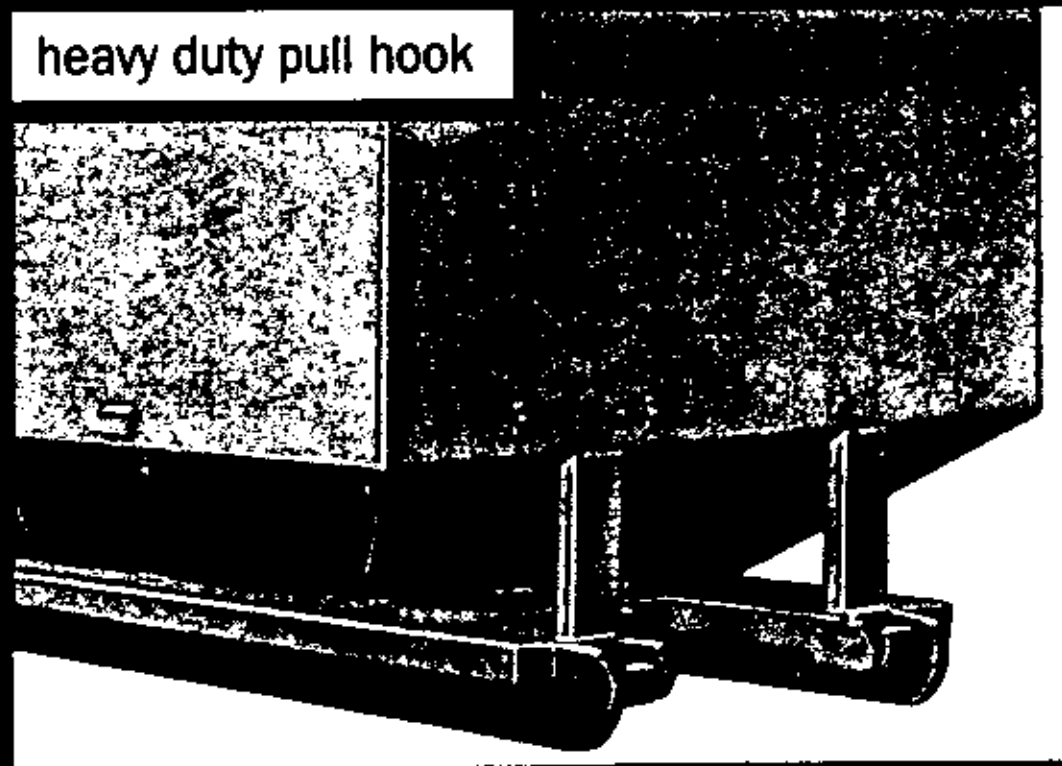
stand the
O gauge
built to
inge and
lock. The
models.

tub-style roll-off containers

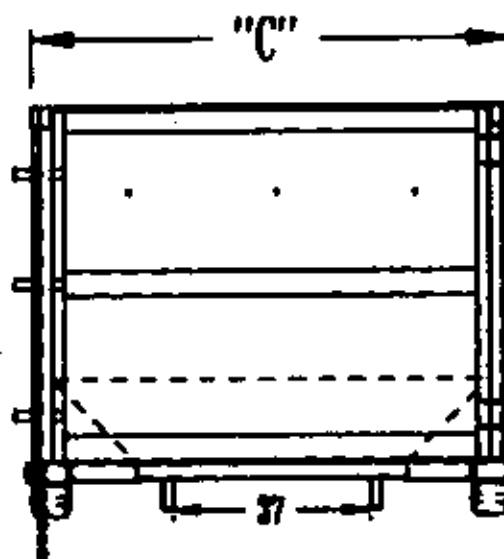
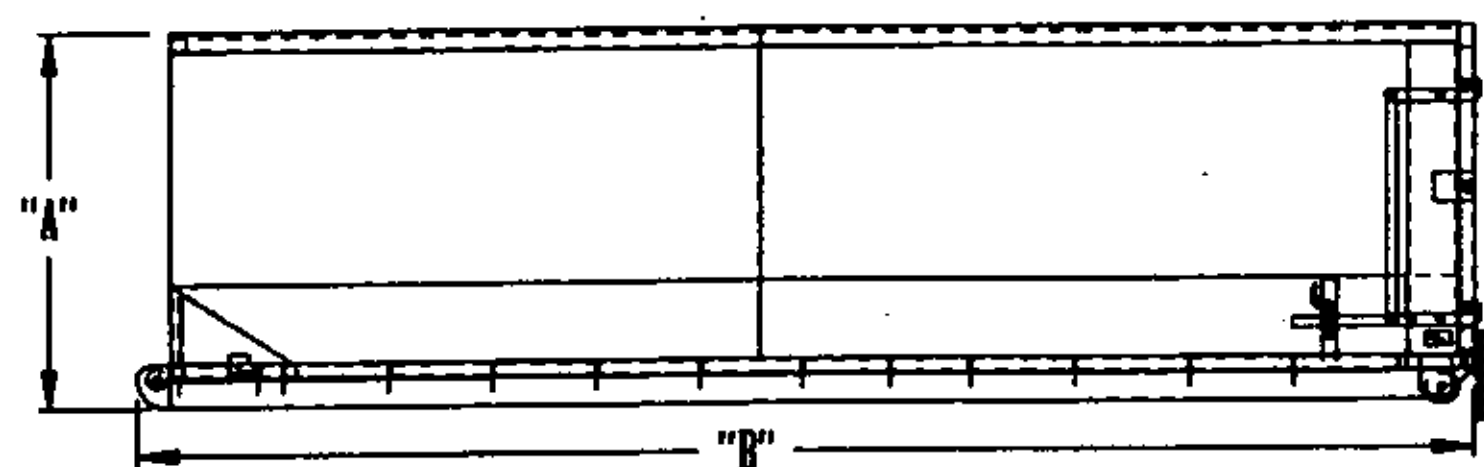
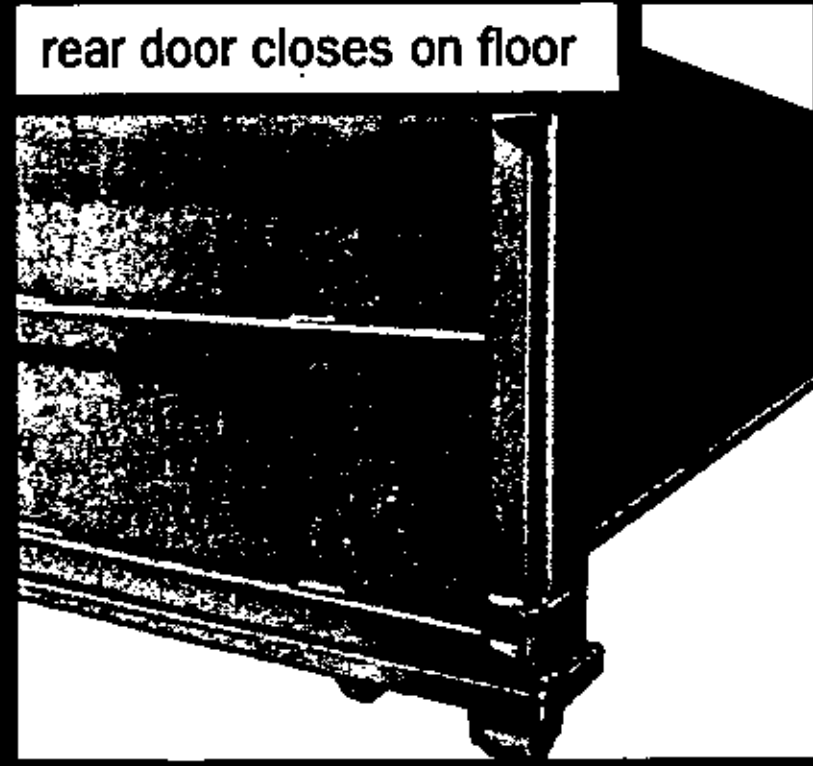
vertical latch mechanism



heavy duty pull hook



rear door closes on floor



Capacity	A Dim.	B Dim.	C Dim.
20 Yd.	58 3/16"	270 1/2"	90 3/4"
30 Yd.	78 3/16"	270 1/2"	90 3/4"
40 Yd.	97 3/16"	270 1/2"	90 3/4"

Standard Features

- 3/16" Floor
- 10 ga. Sides, Door & Front
- 4" x 4" x 1/4" Tubing Top Rail
- Vertical Door Latch w/ Safety Chain
- 6" Dia. Wheels (2) - Rear
- Restable for Delivery

Options

- 1/4" Floor
- 3/16" Sides, Door & Front
- Front Outriggers
- 4" x 6" Ground Rollers
- External Side Uprights
- Top Lip 2" x 2" x 1/4"
- Angle On Top Rail

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.



ENVIRONMENTAL INDUSTRY ASSOCIATIONS



WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com

Bes-Pac

A RISE COMPANY

tomorrow's
technology
today

tomorrow's
technology
today

BP-200 Shorty stationary compactor

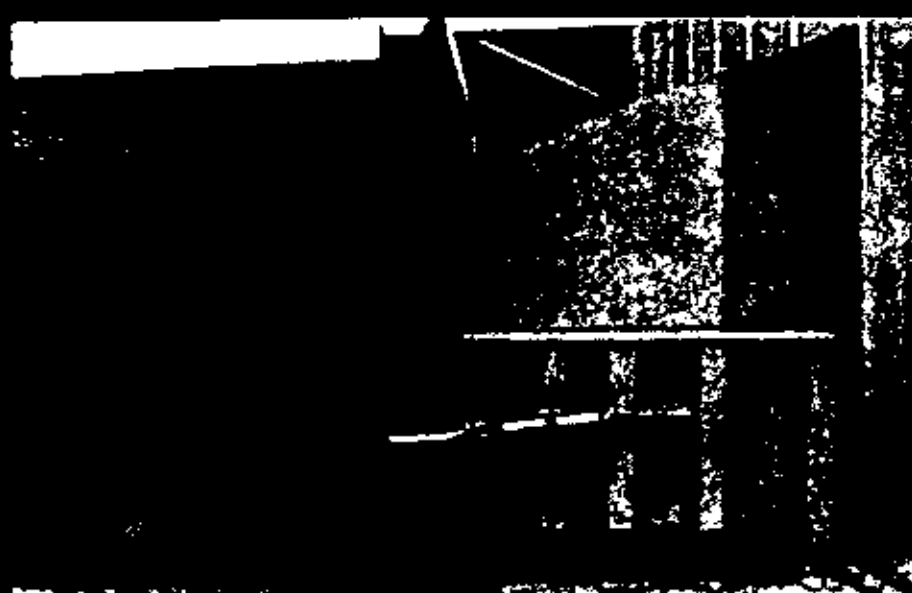


Short on Size, Long on Performance.

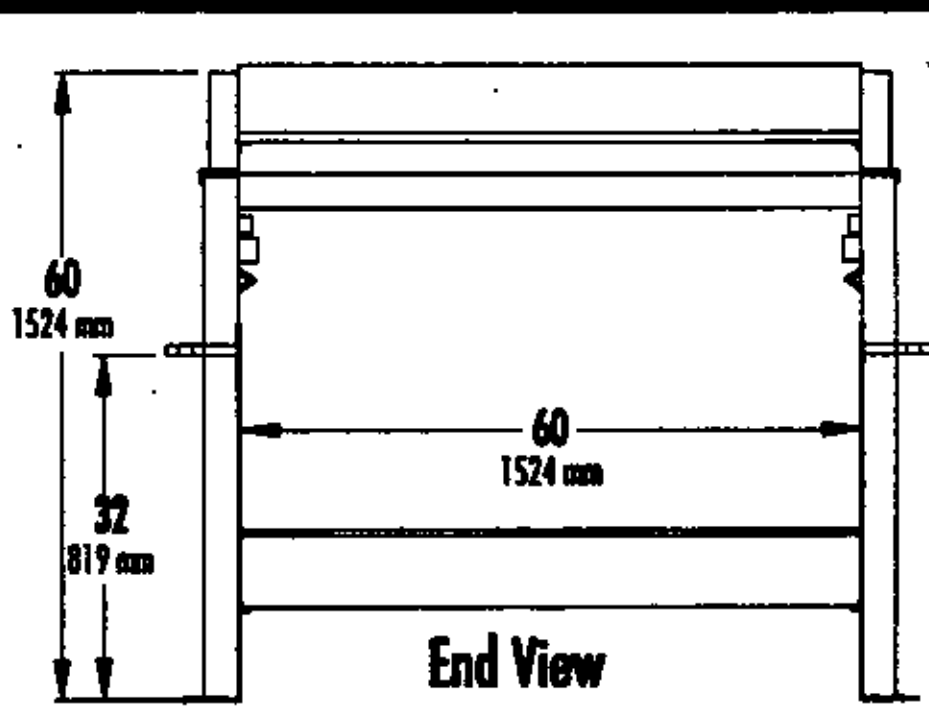
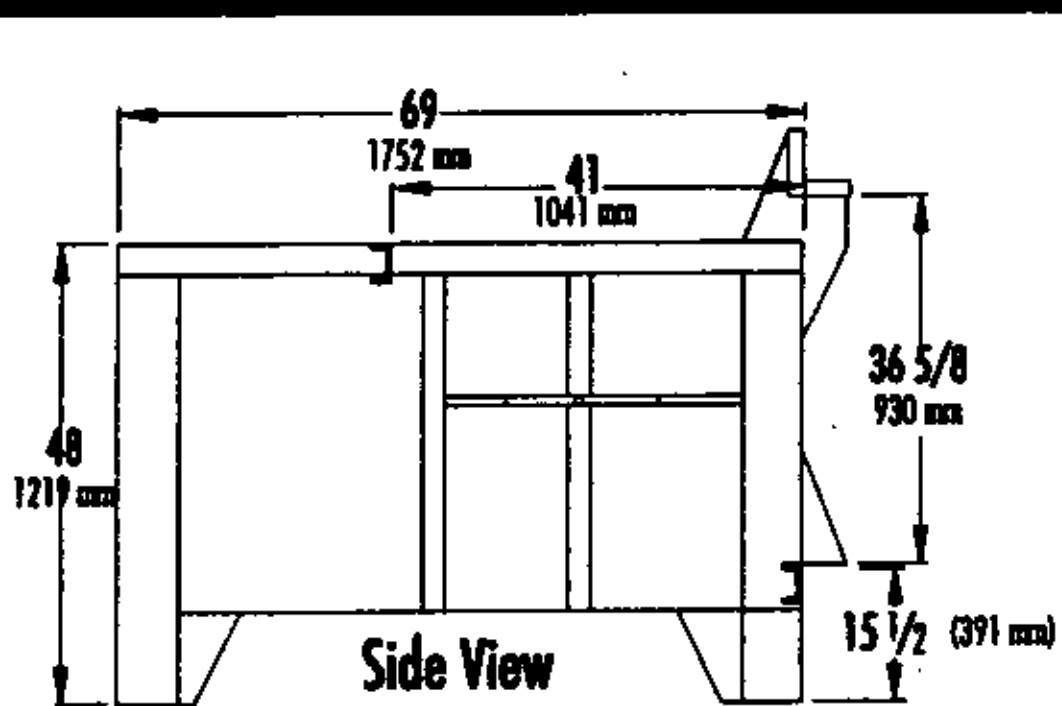
The Bes Pac Shorty gives you the best of both. Space saving size reduces the area required for installation and may reduce installation costs in some applications. With its 2 yard charge box, 37 second cycle time, and 11 inches of ram penetration, the Shorty is big on performance. Constructed with CQ prime steel and heavy structural members, the Shorty is tomorrow's technology today.

BesPac
WASTE HANDLING EQUIPMENT
Compactors
THE COMPACTOR COMPANY

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439 • FAX 864.859.6414



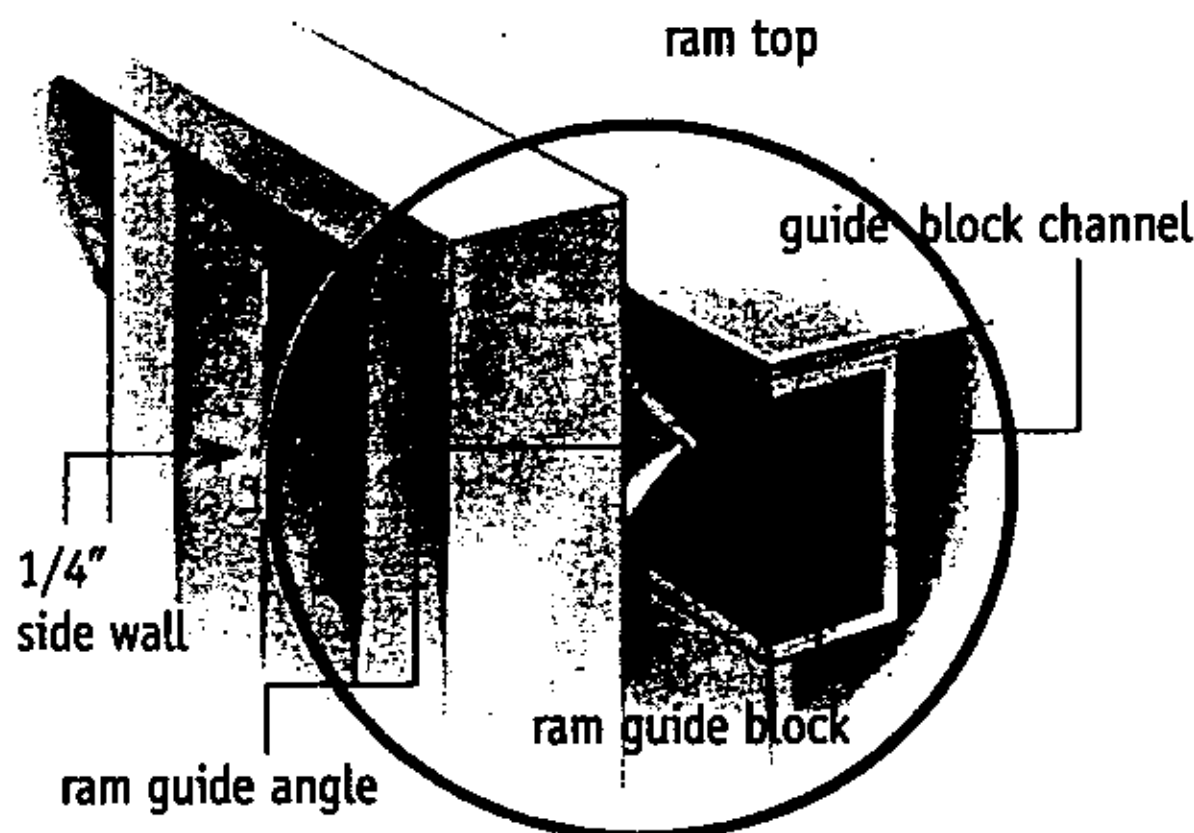
The Shorty was the perfect fit for this manufacturing plant.



Key features

- 1/4" compactor side walls
- Exclusive Bes-Pac Ram Guidance
- Heavy structural reinforcement to the charge chamber
- 42 sec. cycle time
- 42,700 lbs. normal force
- 50,800 lb. maximum force
- 24.3 psi normal ram force pressure
- 28.3 psi maximum ram force pressure
- 11" ram penetration
- 10 gpm pump
- 1,850 psi normal pressure
- 2,300 psi maximum pressure
- 4 7/8" cylinder (Bore/Rod) (2)
- 15" stroke
- 1 1/4" charge box sides
- 1 1/2" charge box floor
- 1 1/2" ram face
- 1 3/8" ram bottom
- 1 1/4" ram top
- 6 x 8 x 3/4" W breaker bar (structural angle)
- 3308 lbs. weight

Specification	Standard Size	Metric Size
Min Rating	2 m³	1.52 m³
WASTE Rating Equivalent	1.61 yd³	1.20 m³
Clear Top Opening (L x W)	42" x 57.5"	1041 mm x 1460 mm
Ram Face (H x W)	28" x 60"	711 mm x 1524 mm
Ground Height	15.5"	394 mm
Capacity per Hour	171 m³	131 m³
Performance		
Cycle Time	42 sec	42 sec
Normal Force	42,700 lbs	190 kN
Maximum Force	50,800 lb	226 kN
Normal Ram Force Pressure	24.3 psi	167 kPa
Maximum Ram Force Pressure	28.3 psi	193 kPa
Ram Penetration	11"	279 mm
Electrical		
Motor	10 hp	7.5 kW
Electrical Control Voltage	120 VAC	120 VAC
UL Label, all circuits fused, keylock, start, stop and reverse		
Hydraulics		
Pump	10 gpm	28 L/min
Normal Pressure	1,850 psi	13 mPa
Maximum Pressure	2,300 psi	16 mPa
Cylinder (Bore/Rod) (2)	4 7/8"	101.6 mm x 51 mm
Stroke	15"	1422 mm
Structural		
Charge Box Sides	1 1/4"	6.3 mm
Charge Box Floor	1 1/2"	12.7 mm
Ram Face	1 1/2"	12.7 mm
Ram Bottom	1 3/8"	9.5 mm
Ram Top	1 1/4"	6.3 mm
Breaker Bar (Structural Angle)	6 x 8 x 3/4" W	152 x 203 x 19 mm
Weight	3308 lbs.	1948 Kg



1/4" compactor side walls, heavy structural reinforcement to the charge chamber and the exclusive Bes-Pac Ram Guidance all serve to assure longevity in this unit

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.

BesPac
Compactors
THE COMPACTOR COMPANY

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com



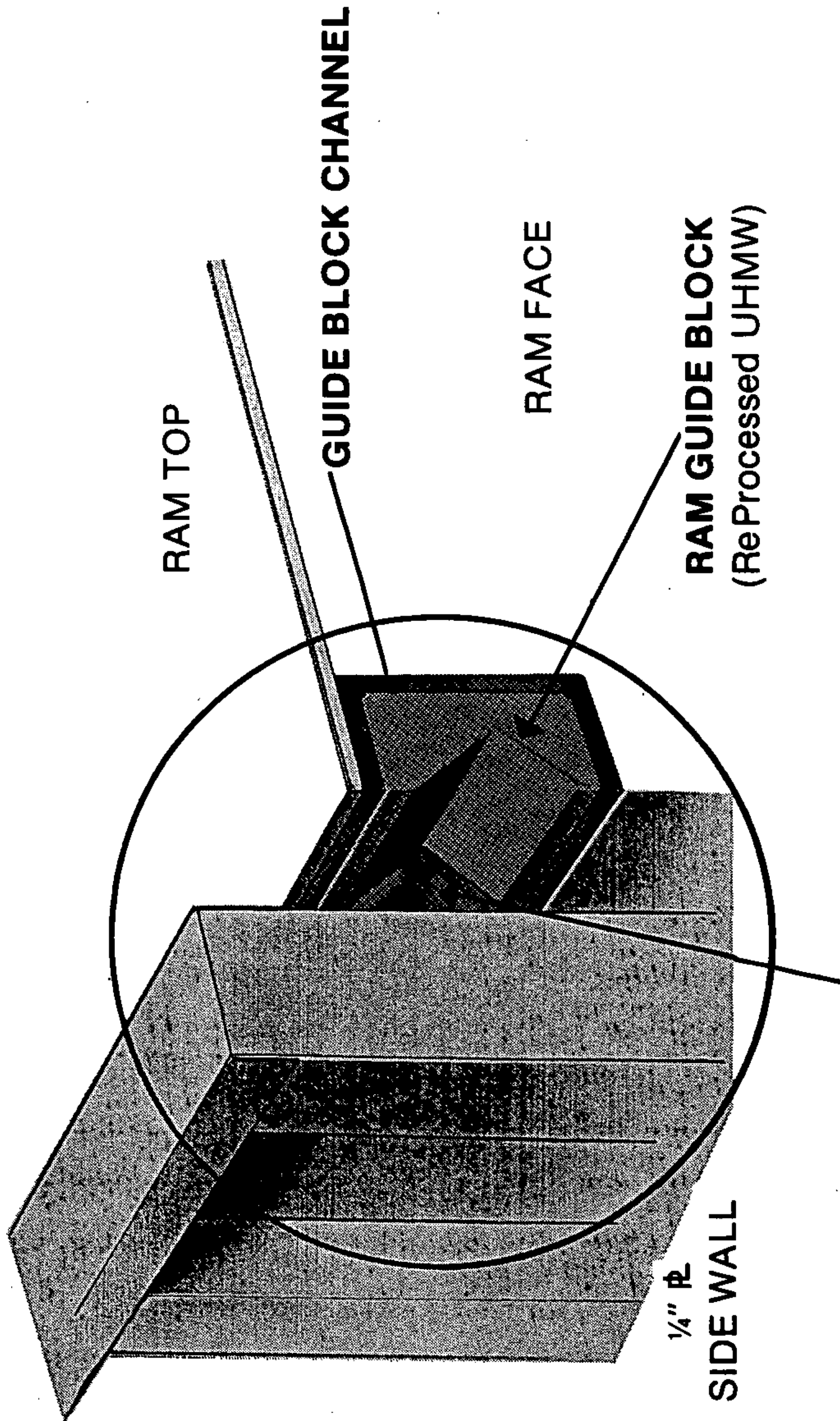
ENVIRONMENTAL INDUSTRY ASSOCIATION



Institute of Scrap Recycling Industries



WASTEC



RAM GUIDE ANGLE

Bes-Pac's Unique Ram Guidance System was designed to allow the free movement on the stroke out and return of the ram, while eliminating ram deflection horizontally and vertically due to uneven forces applied during the packing cycle.

tomorrow's
technology
today

BP-90 series self-contained compactor units



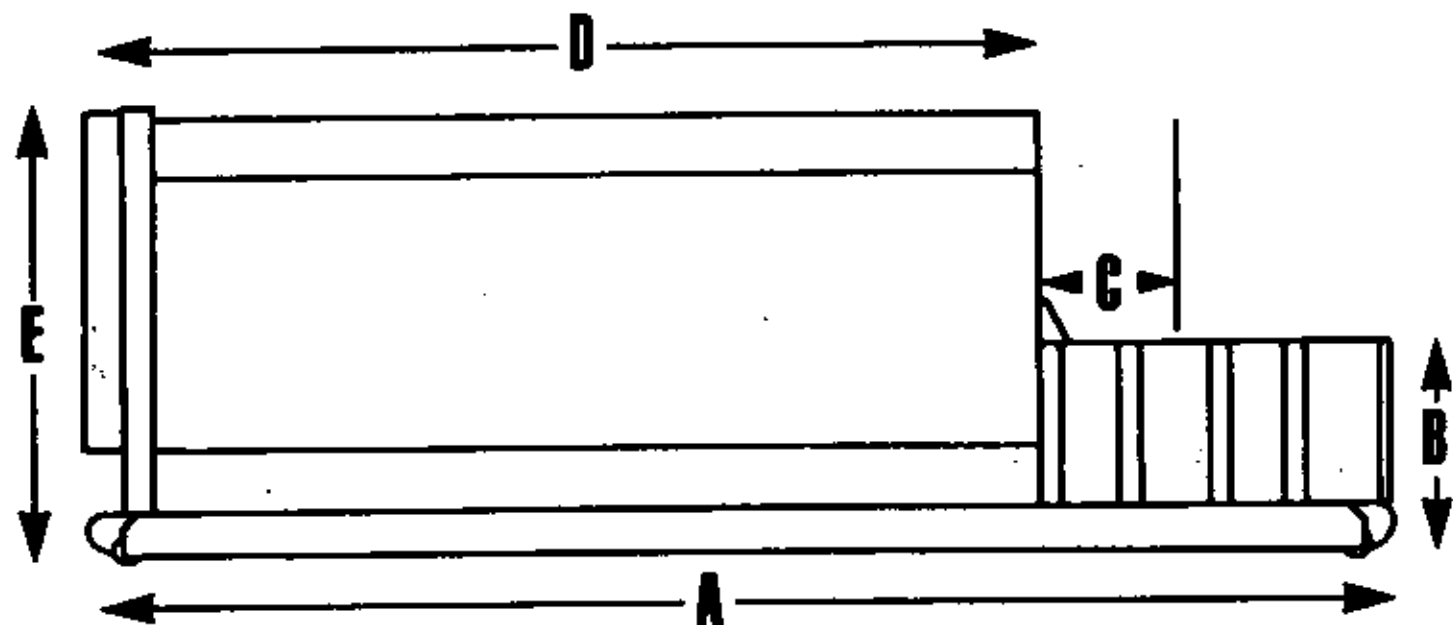
space saving - efficient

Bes-Pac's 90 series self-contained units are big on compaction and require minimal space. Available in three (3) capacities, the BP-90 Self-Contained units have the ability to safely store wet putrescible waste. In addition, they help control odor and insects. The BP-90 units are ideally suited for restaurants, motels, strip malls and nursing homes. The Bes-Pac 90 series: big on performance.

BesPac
WASTE HANDLING EQUIPMENT
Compactors
THE COMPACTOR COMPANY

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439 • FAX 864.859.6414

Pushbutton
Controls are
mounted in the
panel box face.



BP-90 SERIES

MODEL	NOMINAL CAPACITY	OVERALL LENGTH A	LOAD HEIGHT B	CHARGE BOX C	CONTAINER LENGTH D	OVERALL HEIGHT E	OVERALL WIDTH F
9010	10 cu. yd.	156" 3962.4 mm	42" 1067 mm	30" 762 mm	87" 2210 mm	67" 1702 mm	84" 2134 mm
9016	15 cu. yd.	184" 4674 mm	42" 1067 mm	30" 762 mm	115" 2921 mm	90" 2286 mm	84" 2134 mm
9020	20 cu. yd.	228" 5791 mm	42" 1067 mm	30" 762 mm	150" 4038.5 mm	90" 2286 mm	84" 2134 mm
9024	24 cu. yd.	252" 6401 mm	42" 1067 mm	30" 762 mm	180" 4572 mm	90" 2286 mm	84" 2134 mm

SPECIFICATIONS

	STANDARD SIZE	METRIC SIZE
MFG Rating	1 yd ³	76 m ³
WASTEC Rating	70 yd ³	53 m ³
Clear Top Opening (LxW)	30 x 45 1/2"	775 mm x 1162 mm
Ram Face (HxW)	22 x 48"	559 mm x 1219 mm
Ground Height	42"	1067 mm
Capacity per Hour	101 yd ³	98 m ³

PERFORMANCE

Cycle Time	25 sec.	25 sec.
Normal Force	37,700 lbs	167 kN
Maximum Force	37,700 lbs	167 kN
Normal Ram Face Pressure	35.7 PSI	246 kPa
Maximum Ram Face Pressure	35.7 PSI	246 kPa
Ram Penetration	6"	152 mm

ELECTRICAL

Motor	10 HP	7.5 kW
Control Voltage	120 VAC	120 VAC
UL Label All Circuits Fused, Keylock, Start, Stop, and Reverse		

HYDRAULIC

Pump	11.5 GPM	43 L/min
Normal System Pressure	1,500 PSI	10 MPa
Maximum Pressure	1,500 PSI	10 MPa
Cylinder (Bore/Rod) (2)	4" / 2.5"	101 x 63 mm
Stroke	25"	635 mm

STRUCTURAL

Charge Box Sides	1/4"	6.3 mm
Charge Box Floor	3/8"	9.5 mm
Ram Face	3/8"	9.5 mm
Ram Bottom	3/8"	9.5 mm
Ram Top	1/4"	6.3 mm
Breaker Bar (Structural Angle)	8 x 6 x 3/4"	203 x 152 x 19 mm
Weight	7121 lbs	3230 Kg

STANDARD FEATURES

Double End Pick-up
12" Sump
Full Door Seal
Tri-voltage Transformer
Constructed of CQ Prime
Hot Rolled Steel

OPTIONS

Container Full Light
Deadman Controls
Oil Heaters
Multi-Cycle Timer
Fabricated Options
Doghouse, Hoppers, Chute, etc.

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.

BesPac
Compactors
THE COMPACTOR COMPANY

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com



ENVIRONMENTAL INDUSTRY ASSOCIATION



WASTEC

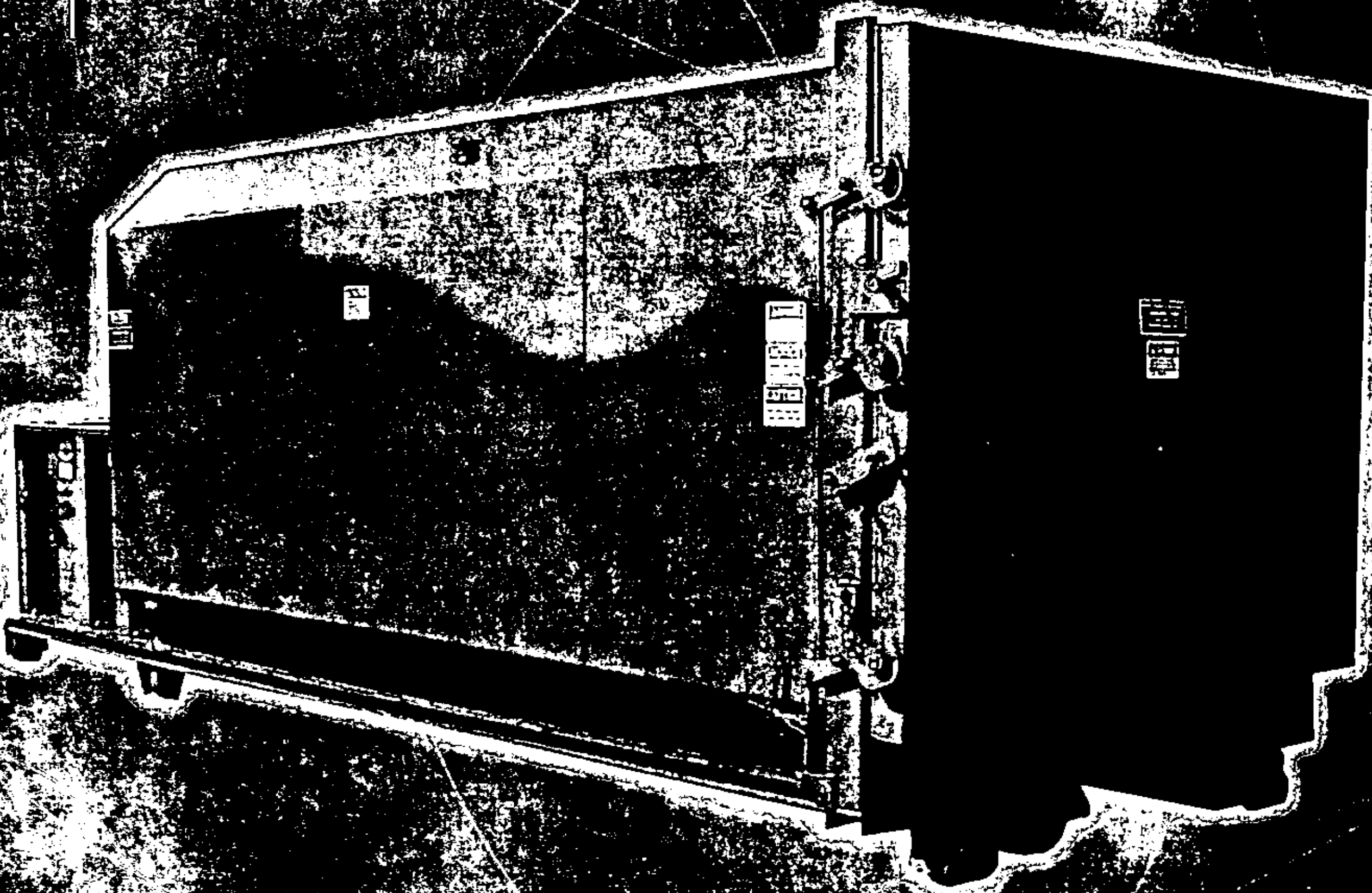


Institute
of Scrap
Recycling
Industries



tomorrow's
technology
today

BP-235 self-contained compactor



For "liquid-tight" applications

The Bes-Pac BP-235 features the 2.0 cubic yard compactor and 33 cubic yard container. The unit is liquid tight to a level of 42" above the container floor.

This unit's liquid retention makes it the ideal choice for hotels, hospitals, restaurants, shopping malls or any other facility where waste volume is high and liquids are present. The Bes-Pac BP-235's packing head and holding container are permanently attached to the rigid understructure resulting in exceptional structural integrity.

BesPac

WASTE HANDLING EQUIPMENT

Compactors

THE COMPACTOR COMPANY

WASTE HANDLING EQUIPMENT

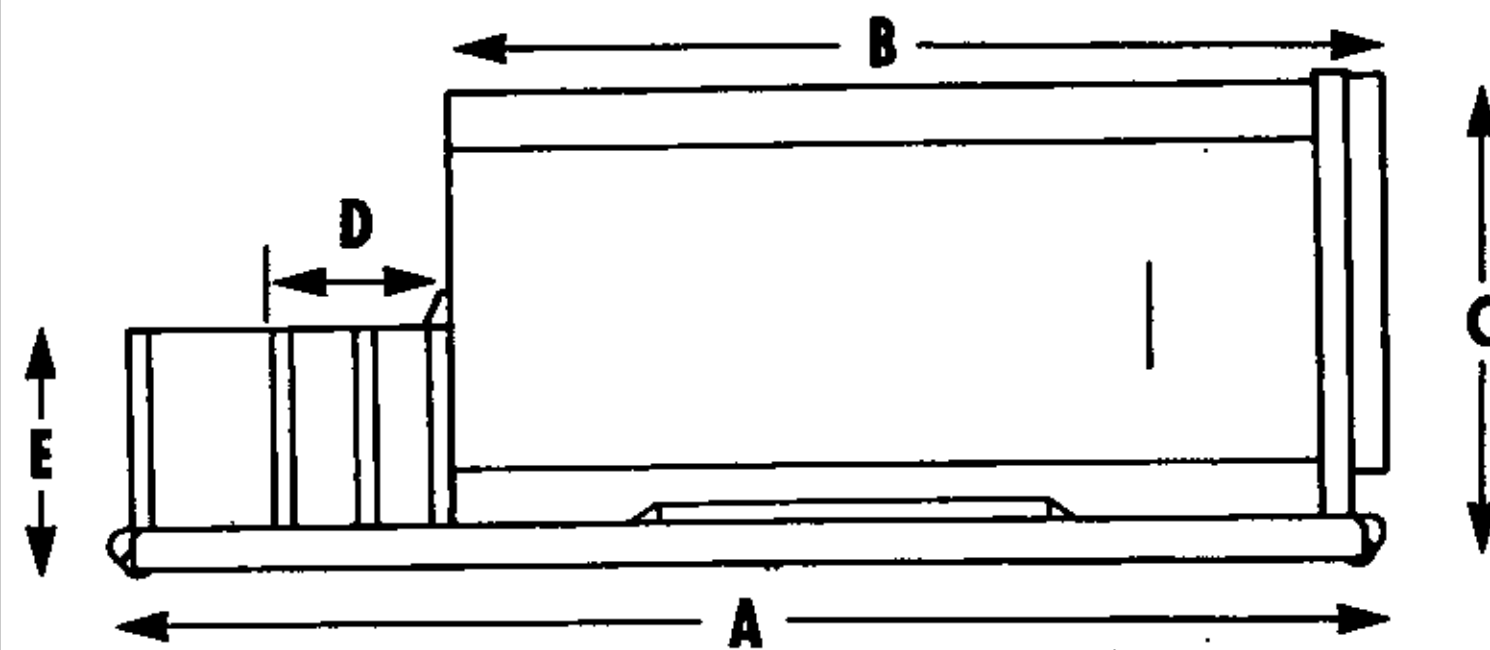
P.O. BOX 2049 • EASLEY, SC 29641

864.859.6030 • 800.726.1439 • FAX 864.859.6414

BP-235 self-contained compactor

Bustle door utilizes 4 heavy-duty "sliding" hinges in conjunction with a hinge-side ratchet. This allows the door to be securely closed to prevent leakage.

1 1/2" port allows easy wash down under packing head.



	A	B	C	D	E	F
BP-230	258 9/16" 6568 mm	178 1/2" 4533 mm	104 1/4" 2647 mm	44" 1067 mm	52 1/2" 1334 mm	96" 2489 mm
BP-235	276" 7010 mm	195 3/16" 4958 mm	104 1/4" 2647 mm	44" 1067 mm	52 1/2" 1334 mm	96" 2489 mm

SPECIFICATIONS

MFG Rating	2 yd ³	1.52 m ³
WASTEC Rating	1.61 yd ³	1.20 m ³
Clear Top Opening (LxW)	42" x 57 1/2"	1066 x 1460 mm
Ground Height	52"	1320 mm
Capacity per Hour	175 yd ³	133 m ³

PERFORMANCE

Cycle Time	33 sec	33 sec
Normal Force	38,000 lbs	169 kN
Maximum Force	38,000 lbs	169 kN
Normal Ram Face Pressure	21.1 PSI	145 kPa
Maximum Ram Face Pressure	21.1 PSI	145 kPa
Ram Penetration	11"	279 mm

ELECTRICAL

Motor	10 HP	7.5 kW
Control Voltage	120 VAC	120 VAC
UL Label All Circuits Fused, Keylock, Start, Stop, and Reverse		

HYDRAULIC

Pump	11.5 GPM	43 L/min
Normal Pressure	1,800 PSI	13 MPa
Maximum Pressure	1,800 PSI	13 MPa

STRUCTURAL

Ram Face	5/8"	15.3 mm
Ram Top	1/4"	6.3 mm
Ram Sides	3/8"	4.8 mm
Ram Bottom	3/8"	9.5 mm
Charging Chamber Floor	3/8"	9.5 mm
Breaker Bar	8 x 6 x 3/4"	203 x 152 x 19 mm

STANDARD FEATURES

Double End Pick-up
12" Sump
Full Door Seal
Tri-voltage Transformer
Constructed of CQ Prime Hot Rolled Steel
Remote Power Unit
Pressure Gauge
Controls in Panel Box Face
Compactor Clean-Out
Bustle Door
1/4" Packer Sides
Replaceable UHMW Ram Guides
Center Skid

OPTIONS

Container Full Light
Deadman Controls
Oil Heaters
Multi-Cycle Timer
Fabricated Options
Doghouse, Hoppers, Chute, etc.

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.

BesPac
Compactors
THE COMPACTOR COMPANY

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com



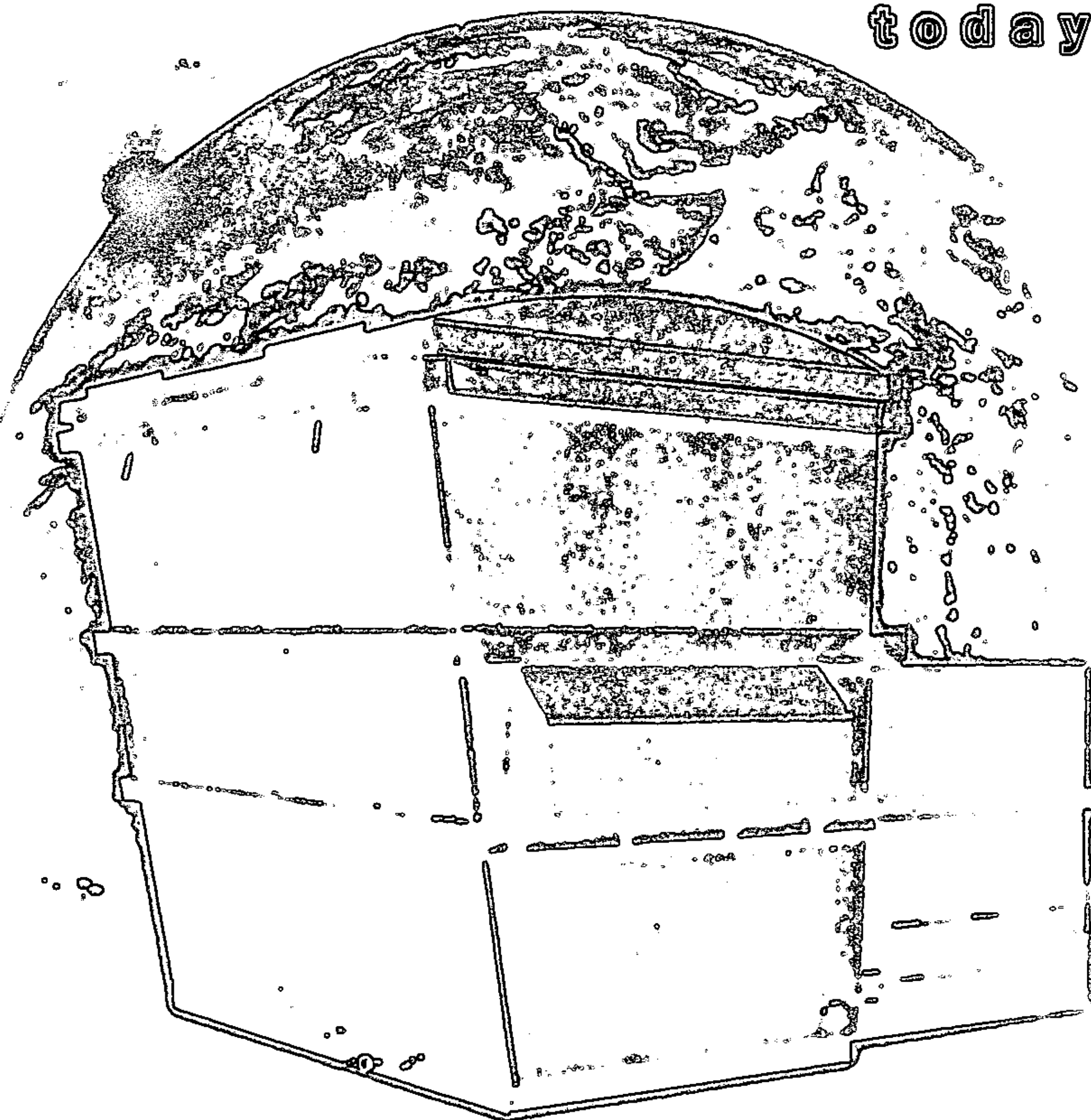
ENVIRONMENTAL INDUSTRY ASSOCIATION



Institute of Scrap Recycling Industries



dom
technology
today



crosspak self-contained compactor

Bes-Pac
A HI-RISE COMPANY
Compactors
THE COMPACTOR COMPANY

WASTE HANDLING EQUIPMENT

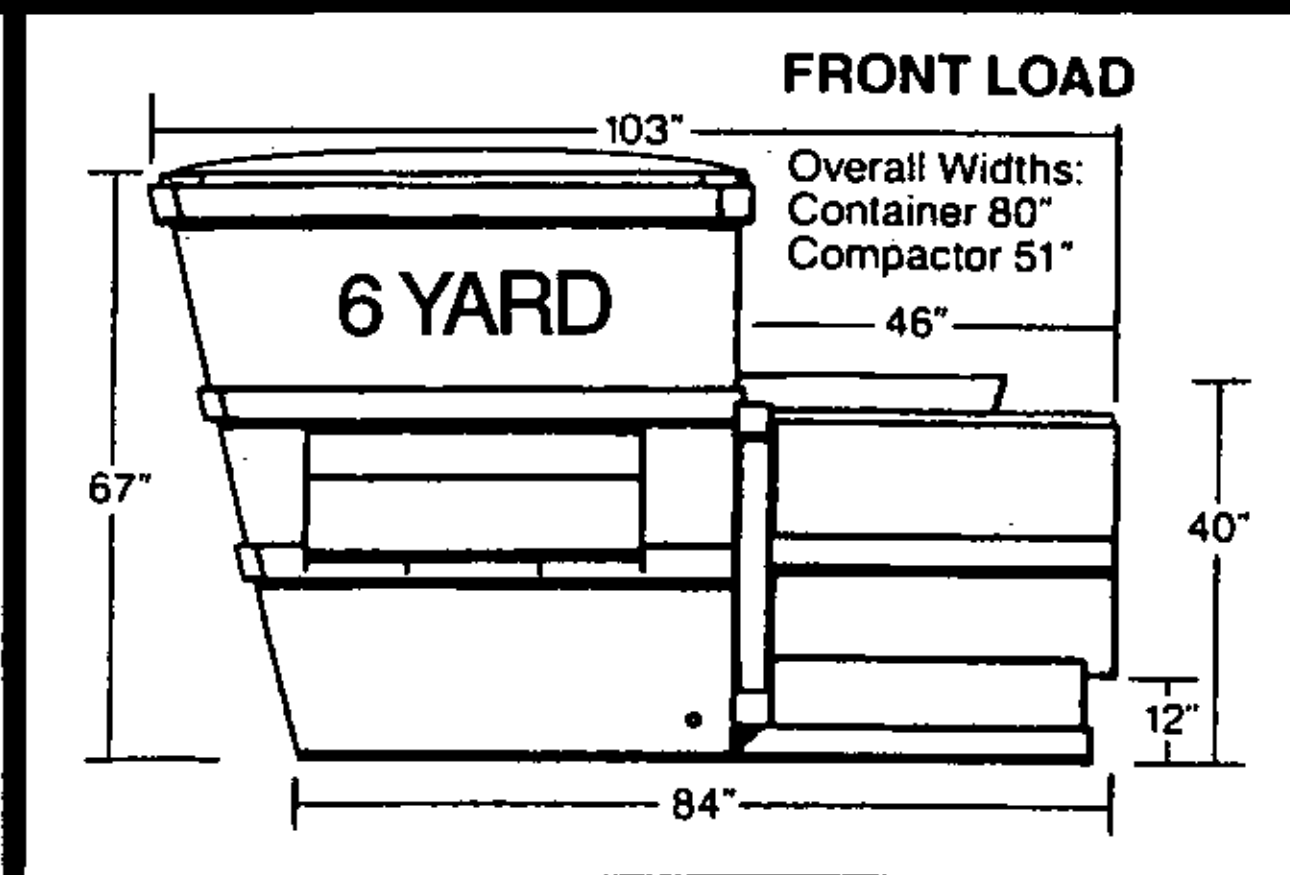
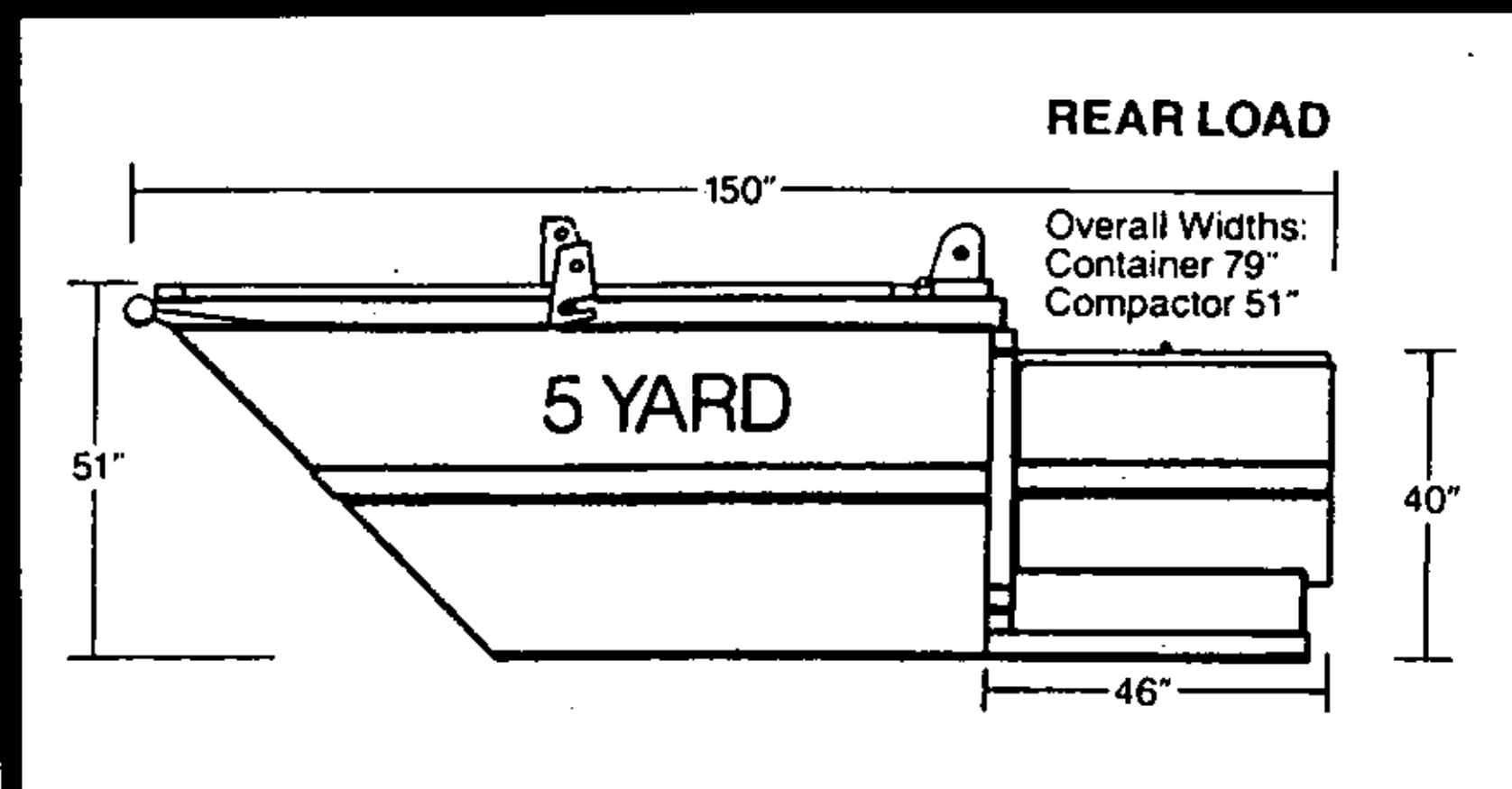
P.O. BOX 2049 • EASLEY, SC 29641

864.859.6030 • 800.726.1439 • FAX 864.859.6414

The Crosspak is designed and engineered for a fast, efficient means of solving your waste problems. Designed for fast food chains, small restaurants, or those who cannot utilize a full-size compaction system because of volume or space limitations, the Crosspak incorporates a sanitary, leakproof operation.

The tapered container design on the F.E.L. and R.E.L. models allows the maximum compaction and easy discharge. The self-contained design keeps work areas clean and free of unsightly debris—no more open containers to attract insects or vermin. Your work area will remain clean, dry and attractive.

crosspak self-contained compactor



SPECIFICATIONS

Factory ratings

CONSTRUCTION

Compactor size	3/16"
Compactor floor	1/4"
Ram face	1/4"
Ram bottom	1/4"
Ram top	3/16"

HYDRAULIC SPECS

Norm pressure	1800 psi
Max pressure	2000 psi
Cylinders 2 each	3"x20"
Bore	3"
Rod	1-1/2"
Hydraulic pump	3 gpm
Oil reservoir	10 gallons

CHARGE BOX

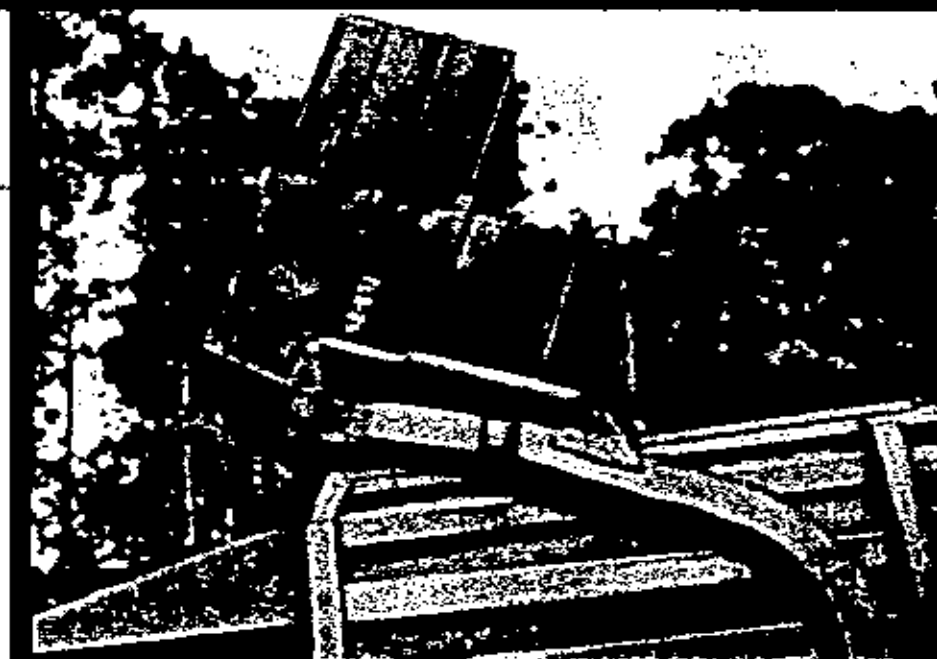
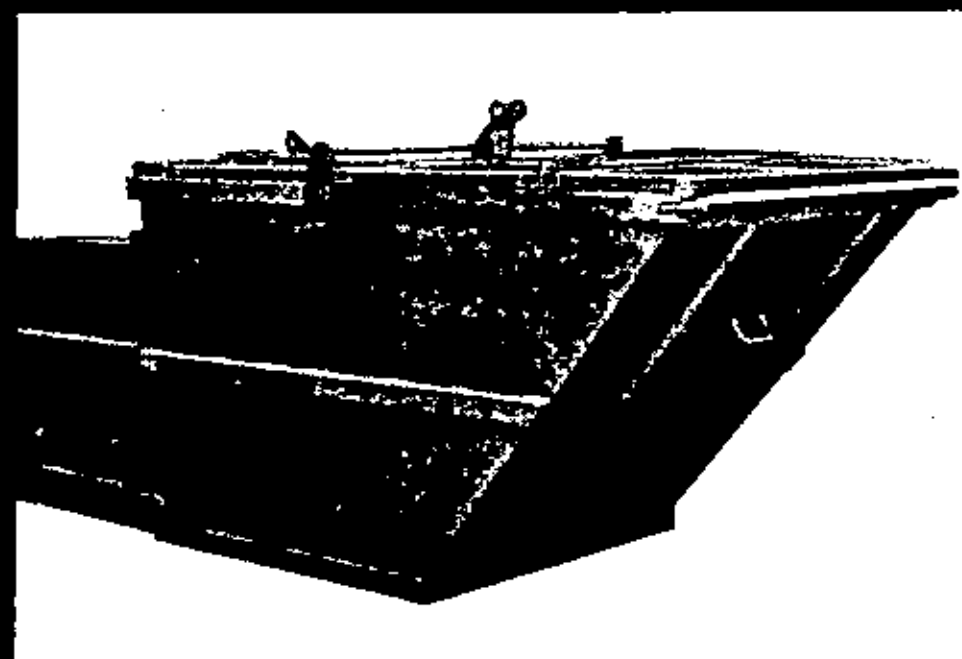
Clear top opening	24"x48"
Ram face	18 1/2" H x 48" W

PERFORMANCE DATA

Cycle time	42 seconds
Max ram force	30,000 lbs
Norm ram force	23,000 lbs
Norm working pressure	2000 psi
Max working pressure	2200 psi

ELECTRICAL DATA

3 H.P. 208/230/440/460V
3 Ph. 4 wire, 60 cycle, 100V controls
All circuits fused
Push button controls



FEATURES

The crosspak self-contained compactor is a compact, self-contained unit designed for the efficient handling of waste materials. It features a heavy-duty construction with a 3/16" thick compactor floor and 1/4" thick ram face and bottom. The unit is equipped with two 3"x20" cylinders, a 3" bore, and a 1-1/2" rod. The hydraulic pump is rated at 3 gpm, and the oil reservoir holds 10 gallons. The compactor is designed for a cycle time of 42 seconds, with a maximum ram force of 30,000 lbs and a normal ram force of 23,000 lbs. The unit is powered by a 3 H.P. 208/230/440/460V, 3 Ph. 4 wire, 60 cycle, 100V control system. All circuits are fused, and the unit features push button controls. The compactor is available in two sizes: 5 YARD and 6 YARD. The 5 YARD unit has an overall width of 150 inches, a container width of 79 inches, a compactor width of 51 inches, a height of 40 inches, and a base width of 46 inches. The 6 YARD unit has an overall width of 103 inches, a container width of 80 inches, a compactor width of 51 inches, a height of 67 inches, a base width of 84 inches, and a base height of 12 inches. The unit is designed for front and rear loading.

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.



ENVIRONMENTAL INDUSTRY ASSOCIATIONS



WASTEC



Institute of Scrap Recycling Industries



WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com

tomorrow's
technology
today

Bes Pac
A H I P A C COMPANY
Compactors
THE COMPACTOR COMPANY

01-57

REQUEST FOR BID

SPECIFICATIONS

SOLID WASTE CONTAINERS

*Prepared by
Solid Waste Division
City of Fayetteville, Arkansas*

ADVERTISEMENT FOR BIDS

City of Fayetteville, Arkansas

Separate sealed bids for Solid Waste Containers will be received by the City of Fayetteville, Arkansas, at the Office of the Purchasing Officer until 11:30 a.m., October 25th, 2001, and then at said office publicly opened.

The Information for Bidders, Form of Bid, Specifications, and other documents may be examined at the following location:

City of Fayetteville
Purchasing Office
113 W. Mountain, Room 306
Fayetteville, Arkansas 72701

Copies may be obtained from the Purchasing Office located at the above address. The City reserves the right to waive any informalities or to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The City of Fayetteville is an Equal Opportunity Employer.

10-18-01
Date

PVice
Purchasing Manager

INFORMATION FOR BIDDERS

1.0 RECEIPT AND OPENING OF BIDS: The CITY OF FAYETTEVILLE, ARKANSAS (herein called the "City"), invites bids on the project described in the Scope of Services. Bids will be received by the City at the Purchasing Office until 11:30 a.m. (Central Time), October, 25th, 2001 and then at said office publicly opened. The envelopes containing the bid must be sealed, addressed to Purchasing Officer, City of Fayetteville at 113 W. Mountain St., Fayetteville, AR 72701 with bid number clearly visible.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

2.0 PREPARATION OF BID: Each bid must be submitted on the Bid for Unit Price form attached hereto. All blank spaces for bid prices must be filled in, in ink or typewritten, fully completed and executed when submitted. Each bid must be submitted in a separate sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City.

3.0 SUBCONTRACT (S): The Bidder will supply the names and addresses of all subcontractors to the City for approval. Also, the to be performed by each subcontractor must be stated.

4.0 TELEGRAPHIC MODIFICATION: Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modifications over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5.0 QUALIFICATIONS OF BIDDER: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder will furnish to the City all such information and data for this purpose as the City may request. If requested by the City, the three final Bidders will conduct a tour of their facilities wherein the City may further investigate the Bidders. Said visit and tour will be conducted within five (5) days of the date of bid

opening and on a date to be selected by the City. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the bid and to complete the work contemplated therein.

6.0 CONDITIONS OF WORK: Each Bidder must inform himself fully of the conditions relating to the performance of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this bid.

7.0 ADDENDA AND INTERPRETATION: No formal interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Glenda Reynolds, Office Manager, City of Fayetteville, Arkansas, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued will become part of the bid documents.

8.0 LAWS AND REGULATIONS: The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the project will apply to the bid throughout, and they will be deemed to be included in the bid the same as though herein written out in full.

9.0 METHOD OF AWARD - LOWEST QUALIFIED BIDDER: The City will adhere to the selection process as set forth in the Administrative Policies and Procedures Manual. Copies of the applicable policies and procedures may be obtained from the Purchasing Officer.

10.0 OBLIGATION OF BIDDER: At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and bid documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or document will in no way relieve any bidder from any obligation in respect of his bid.

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: _____

Proposal of _____ (hereinafter called
"Bidder") a corporation, organized and existing under the laws of the State
of _____, a partnership, or an individual doing
business as _____.

To the City of Fayetteville, Arkansas (hereinafter called "City").
The Bidder, in compliance with your invitation for bids for Solid Waste Containers having
examined the specifications with related bid documents and being familiar with all of the
conditions surrounding the proposed project including the availability of materials and labor,
hereby proposes to furnish all labor, materials, and supplies, and to complete the project in
accordance with the bid documents and at the prices stated below. These prices are to cover all
expenses incurred in performing the work required under the bid documents, of which this
proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications
for the following unit prices.

ITEM	DESCRIPTION	UNIT PRICE
1.	Rectangular Open-top Roll-off Container, 20 yard	_____
2.	Rectangular Open-top Roll-off Container, 30 yard	_____
3.	Rectangular Open-top Roll-off Container, 40 yard	_____
4.	Rectangular Receiver Container, 40 yard	_____
5.	Rectangular Receiver Container, 42 yard	_____
6.	Tub Style Roll-off Container, 20 yard	_____
7.	Tub Style Roll-off Container, 30 yard	_____
8.	Tub Style Roll-off Container, 40 yard	_____
9.	Octagon Receiver Container, 34 cubic yards	_____
10.	Octagon Receiver Container, 40 cubic yards	_____
11.	Octagon Receiver Container, 42 cubic yards	_____
12.	Self Contained Compactor Units, 10 cubic yards	_____
13.	Self Contained Compactor Units, 15 cubic yards	_____
14.	Self Contained Compactor Units, 20 cubic yards	_____
15.	Self Contained Compactor Units, 24 cubic yards	_____
16.	Shotty Stationary Compactor, 2 cubic yards	_____
17.	Self Contained Compactor, 2 cubic yards	_____

- 18. Crosspak Self-contained Compactor, 5 cubic yards
- 19. Crosspak Self-contained Compactor, 6 cubic yards

The submitted bid will be honored by the Bidder for a period of one year from the date of the bid. Bidder understands that the City may purchase up to 250 units in any combination of the above listed items during this timeframe. Bidder understands that the minimum purchase will be in truckload lots. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder and the City, at the end of the first year may mutually agree to extend the unit pricing for a second calendar year. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By:

Title

(Business Address and Zip Code)

SEAL - (if bid by a Corporation)

GENERAL SPECIFICATION

Rectangular Roll-off Containers (20, 30, 40 cubic yards)

Section 10

- 10.01 **Purpose.** The City intends to purchase roll-off containers to be used in association with our expansion of services. These roll-off containers will be used for waste bulk and building material disposal. The City also intends to purchase receiver boxes and compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses

that have exceeded our services.

- 10.02 Sub-Frame and Rail. 2 x 6 x 3/16" structural tubing rails and 1 2" thick solid nose on pick-up end of rails.
- 10.03 Floor Construction. 10 gauge sheet steel floor with 3" channel cross members with no more than 21" spacing. A 45 degree continuous slope is to be created across the front to reduce trappage and corrosion of the container flooring.
- 10.04 Hook and Mounting Plates. 1 1/4" thick plate flame cut long pull hook, continuously welded into both sides of hook plate, floor, and both forward cross members. Hook plate shall be 2" steel plate fully welded to sub-frame rails.
- 10.05 Container (sides, roofs, and ends). 12 gauge prime steel fully welded inside and out with 4 x 3-11 gauge steel tubing frame.
- 10.06 Rear Door. 12 gauge steel sheet with 4 x 3 x 3/16" tubing frame with an 8" channel door frame. All 20 yard containers are to have 2 hinges, 30 and 40 yard containers are to have 3 hinges, 1" x 4" hinge bar with 15/16" diameter pins, and a 2 point vertical safety latch system with locking mechanism. Door shall close on floor, helping maintain structural integrity at hinge corner posts.
- 10.07 Dimensions. Base dimensions of 40 yard roll-off containers will be 84" x 94 3/16" x 268.5" inches. Base dimensions of 30 yard roll-off containers will be 63" x 74 3/16" x 268.5" inches. Base dimensions of 20 yard roll-off containers will be 40" x 50 3/16" x 268.5" inches.
- 10.08 Guide Rollers: Guide rollers shall measure 4 inches in diameter and 6 inches long.
- 10.09 Rear Corner Posts: Rear corner posts shall be made of 7 gauge steel measuring 3 inches by 10 2 inches.
- 10.10 Channel Uprights: All channel uprights shall be formed and made from 12 gauge steel. Measurements are to be 3 inches by 5 inches and spacing of said uprights shall be placed at 30 inch intervals.
- 10.11 Tubing: Top cap tubing is to be constructed of 11 gauge steel and measure 3 inches by 4 inches.
- 10.12 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with

a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #378(Green) in color. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

- 10.13 Access Ladder: An access ladder is to be placed on all 30 and 40 yard roll-off containers
- 10.14 Wheels: Wheels are to be placed at both the front and the rear of the roll-off containers. Wheels are to measure 6 inches in diameter and 10 inches long.
- 10.15 Tarp Rail: A tarp rail shall be placed on container constructed of 3/4 inch round rim stock.

GENERAL SPECIFICATION
Rectangular Receiver Container (40 & 42 cubic yards)

Section 11

- 11.01 Purpose. The City intends to purchase rectangular receiver containers to be used in association with our expansion of commercial services. The City also intends to purchase compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses that have exceeded our services.
- 11.02 Dimensions. The 40 yard dimensions shall be constructed as follows: Height 98 3/8 inches, width 92 3/16 inches, length 265 1/8 inches, and ground height 12 inches. The 42 yard dimensions shall be constructed as follows: Height 103 3/4 inches, width 92 3/16 inches, length 265 1/8 inches, and ground height 12 inches. Opening on the STD shall be 64 inches wide and 48 inches high.
- 11.03 Floor. The floor is to be constructed of 7 gauge hot rolled steel material. The floor joist shall have 3 inch structural channel cross members at 4.1 pounds per foot on 24 inch centers.
- 11.04 Side Walls. The side walls are to be constructed of 12 gauge hot rolled steel material.
- 11.05 Roof Material. The roof is to be constructed of 12 gauge hot rolled steel material with 3

inch by 5 inch formed channel supports. Spacing of the channel supports should be no more than 24 inches.

- 11.06 Vertical Side Ribs. The side rails shall be constructed of 3 inches by 5 2 inches formed channels. Channels shall be placed no more than 29 inches apart.
- 11.07 Rails and Long Sills. Long sills should measure 2 inches by 6 inches by 3/16 inch. Some solid steel bullnose measuring 1 3/8 inches shall be placed on the front of the long sills to prevent impact damage.
- 11.08 Hook Assembly. 1 and 1/4 inch thick by 12 5/16 inch long pull hook, continuously welded to a 2 inch pull plate container floor, and the three front cross members. This feature needs to be compatible with most major brand Roll-Off hoist systems.
- 11.09 Rear Door. 12 gauge steel with formed and structural channel reinforcements. Door openings need to fit most major brand Stationary Compactors.
- 11.10 Door Opening. The container shall be equipped with a standard door measuring 48 inches high and 64 inches wide. The door openings shall be compatible major brand Stationary Compactors.
- 11.11 Hinge. The hinge shall be constructed of a 3-piece heavy duty rear hinge with grease fittings.
- 11.12 Ground Rollers. Four rollers, two placed on the front, and two placed on the rear, measuring 6 inches in diameter and 10 inches long supplied with grease fittings.
- 11.13 Claw Hook-Up. The claw hook shall be constructed of a 2 inch plate that is reinforced. Compatible with most major brand Roll-Off Hoist systems.
- 11.14 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Tub-Style Roll-off Containers (20, 30, 40 cubic yards)

Section 12

- 12.01 Purpose. The City intends to purchase tub style roll-off containers to be used in association with our expansion of residential and commercial services. These roll-off containers will be used for Class IV waste bulk and building material disposal.
- 12.02 Dimensions. Base dimensions of 40 yard tub-style roll-off containers will be 97 3/16" x 90 3/4" x 270.5" inches. Base dimensions of 30 yard tub-style roll-off containers will be 78 3/16" x 90 3/4" x 270.5" inches. Base dimensions of 20 yard tub-style roll-off containers will be 58 3/16" x 90 3/4" x 270.5" inches.
- 12.03 Rail. 4 x 4 x 1/4" structural tubing top rail.
- 12.04 Floor Construction. The floor shall be constructed of 3/16 inch sheet steel.
- 12.05 Container (sides, door, and front). 10 gauge prime steel fully welded inside and out. The door shall have a vertical door latch mechanism equipped with a safety chain. The door shall close on the floor of all the containers.
- 12.06 Wheels. Wheels are to be placed at the rear of the roll-off containers. Wheels are to measure 6 inches in diameter and up to 10 inches long. Tarping systems will be an option
- 12.07 Hook. The containers shall be equipped with a heavy duty pull hook.
- 12.08 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #378 (Green) in color. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.
- 12.09 Delivery. Containers need to be nestable for delivery.

GENERAL SPECIFICATION
Octagon Receiver Container (34, 40, & 42 cubic yards)

Section 13

- 13.01 **Purpose.** The City intends to purchase rectangular receiver containers to be used in association with our expansion of commercial services. The City also intends to purchase compactors for the expansion of our commercial services. These receiver boxes and compactor containers will be used for waste disposal of large commercial businesses, servicing the needs of businesses that have exceeded our services.
- 13.02 **Dimensions.** The 34 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 5/16 inches, length 20 feet and 4 inches, and ground height 12 inches. The 40 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 5/16 inches, length 22 feet and 9 and 1/8 inches, and ground height 12 inches. The 42 yard dimensions shall be constructed as follows: Height 104 3/8 inches, width 94 and 5/16 inches, length 24 feet and 4 inches, and ground height 12 inches. Opening on the STD shall be 64 inches wide and 48 inches high.
- 13.03 **Floor.** The floor is to be constructed of 7 gauge hot rolled steel material. The floor joist shall have 3 inch structural channel cross members at 3.5 pounds per foot.
- 13.04 **Side Walls.** Side walls are to be constructed of 7 gauge hot rolled steel material fully welded to surrounding container parts.
- 13.05 **Roof.** The roof is to be constructed of 10 gauge hot rolled steel material and fully welded to all adjacent sides of the container.
- 13.06 **Rails/Long Sills.** Long sills should measure 2 inches by 6 inches by 3/16 inch wall tubing. Some solid steel bullnose measuring 1 3/8 inches shall be placed on the front of the long sills to prevent impact damage.
- 13.07 **Hook Assembly.** 1 and 1/4 inch thick by 12 5/16 inch long pull hook, continuously welded to a 2 inch pull plate container floor, and the three front cross members. This feature needs to be compatible with most major brand Roll-Off hoist systems.
- 13.08 **Rub Rail.** The rub rail shall have a 3" structural angle.

- 13.09 Rear Door. 10 gauge steel with 3 inch by 5 and 2 inches formed channels 4 inches. 5.4 door opening.
- 13.10 Door Opening. The container shall be equipped with a standard door measuring 48 inches high and 64 inches wide. The door openings shall be compatible major brand Stationary Compactors. All containers doors shall be equipped with a retaining chain and a 3 point vertical latch.
- 13.11 Hinge. Heavy duty 3 piece rear hinges with grease fittings.
- 13.12 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.
- 13.13 Ground Rollers. Two rollers, four rollers preferred with two placed on the front and two placed on the rear, measuring 6 inches in diameter and 10 inches long supplied with grease fittings.
- 13.14 Compactor Hook-Up. 1 and a 2 inch plate reinforced.

GENERAL SPECIFICATION

Self Contained Compactor Units (10, 15, 20, & 24 cubic yards)

Section 14

- 14.01 Purpose. The City intends to purchase self-contained compactor containers to be used in association with our expansion of commercial services. The self-contained compactor containers will be used for waste disposal of large commercial businesses where a minimal area is allowed for waste disposal. These containers are made especially for liquid retention and putrescible matters where there is high waste volume produced in hotels, hospitals, restaurants, and shopping malls.
- 14.02 Dimensions. Measurements for the 10 yard is as follows: overall length 156 inches, load height 42 inches, charge box 30 inches, container length 87 inches, overall height 67 inches,

overall width 84 inches. Measurements for the 15 yard is as follows: overall length 184 inches, load height 42 inches, charge box 30 inches, container length 115 inches, overall height 90 inches, overall width 84 inches. Measurements for the 20 yard is as follows: overall length 228 inches, load height 42 inches, charge box 30 inches, container length 159 inches, overall height 90 inches, overall width 84 inches. Measurements for the 24 yard is as follows: overall length 252 inches, load height 42 inches, charge box 30 inches, container length 180 inches, overall height 90 inches, overall width 84 inches.

- 14.03 Specifications. Container shall have an MFG Rating of 1 yd³, a WASTETEC rating of .70 yd³, a Clear Top Opening of (L x W) 30 inches by 455 inches, Ram Face (H x W) 22 inches by 48 inches, Ground height of 42 inches, a Capacity per Hour of 101 yd³.
- 14.04 Performance. Cycle time is to be 25 seconds, Normal and Maximum force is to be set at 37,700 pounds, Normal and Maximum Ram Face pressure is to be 35.7 PSI, and Ram Penetration of 6 inches.
- 14.05 Electrical. The motor shall be 10 HP and Control Voltage is to be set at 120 VAC. UL Label all circuits fused, key lock, start, stop, and reverse. Compactor is to be equipped with a Tri-voltage transformer, Container Full Light indicator, Multi-Cycle Timer, and pushbutton controls mounted in the panel box face.
- 14.06 Hydraulic. A pump of 11.5 GPM, Stroke 25 inches, 2 - Cylinder (Bore/Rod) 4 inch/ 2.5 inch, 12 inch sump, and a Normal and Maximum pressure is to be set at 1,500 PSI.
- 14.07 Structural. Control Quality Prime Hot Rolled Prime steel construction with Ram face 3/8 inch, Ram top 1/4 inch, Ram bottom 3/8 inch, Charging chamber floor 3/8 inch, Charger box sides 1/4 inch, Breaker Bar 8 x 6 x 3/4 inches, and a weight of 7121 pounds. All container steel is to be constructed of Control Quality Hot Rolled Steel.
- 14.08 Standard Features. Double end pick-up and a Full Door seal.
- 14.09 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION
Self Contained Compactor (30 & 35 cubic yards)

Section 15

- 15.01 **Purpose.** The City intends to purchase self-contained compactor containers to be used in association with our expansion of commercial services. The self-contained compactor containers will be used for waste disposal of large commercial businesses. These containers are made especially for liquid retention where there is high waste volume produced in hotels, hospitals, restaurants, and shopping malls.
- 15.02 **Specifications.** Container shall have an MFG Rating of 2 yd³, a WASTETEC rating of 1.61 yd³, a Clear Top Opening of (L x W) 42 inches by 57.5 inches, Ground height of 52 inches, a Capacity per Hour of 175 yd³.
- 15.03 **Performance.** Cycle time is to be 33 seconds, Normal and Maximum force is to be set at 38,000 pounds, Normal and Maximum Ram Face pressure is to be 21.1 PSI, and Ram Penetration of 11 inches.
- 15.04 **Electrical.** The motor shall be 10 HP, Pressure Gauge, and Control Voltage is to be set at 120 VAC. UL Label all circuits fused, key lock, start, stop, and reverse. Compactor is to be equipped with a Tri-voltage transformer, Remote power unit, Container Full Light indicator, Multi-Cycle Timer, and controls in panel box face.
- 15.05 **Hydraulic.** A pump of 11.5 GPM, 12 inch sump, and a Normal and Maximum force is to be set at 1,800 PSI.
- 15.06 **Structural.** Control Quality Prime Hot Rolled Prime steel construction with Ram face 5/8 inch, Ram top 1/4 inch, Ram sides 3/8 inch, Ram bottom 3/8 inch, Charging chamber floor 3/8 inch, 1/4 inch packer sides, and a Breaker Bar 8 x 6 x 3/4 inches.
- 15.07 **Bustle.** The bustle door utilizes 4 heavy-duty sliding hinges in conjunction with a hinge-side ratchet. This allows the door to be securely closed to prevent leakage.
- 15.08 **Port Hole.** A 1 2 inch port to allow easy wash down under packing head.
- 15.09 **Standard Features.** Double end pick-up, Full Door seal, Compactor Clean-Out,

replaceable UHMW Ram Guides, and Center Skid.

- 15.10 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION

Self Contained Compactor (30 & 35 cubic yards)

Section 16

- 16.01 Purpose. The City intends to purchase Shorty compactors to be used in association with our expansion of commercial services. The Shorty compactors will be used for compaction of waste in containers of large commercial businesses. These containers are made especially for minimal area locations with a high waste volume produced.
- 16.02 Specifications. Container shall have an MFG Rating of 2 yd³, a WASTETEC rating of 1.61 yd³, a Clear Top Opening of (L x W) 42 inches by 57.5 inches, Ram face of (H x W) 28 inches by 60 inches, Ground height of 15.5 inches, a Capacity per Hour of 171 yd³. Overall length shall measure 74 and 1/4 inches.
- 16.03 Performance. Cycle time is to be 42 seconds, Normal force of 42,700 pounds, Maximum force of 50,800 pounds, Normal Ram Face pressure of 24.3 PSI, Maximum Ram Face pressure of 28.8 PSI, and Ram Penetration of 11 inches.
- 16.04 Electrical. The motor shall be 10 HP, Control Voltage is to be set at 120 VAC. UL Label, all circuits fused, key lock, start, stop, and reverse.
- 16.05 Hydraulic. A pump of 10 GPM, Normal pressure of 1,850 PSI, Maximum force of 2,300 PSI, 2 - Cylinder (Bore/Rod) 4 inch / 2.5 inch, and a Stroke of 56 inches.
- 16.06 Structural. Control Quality Prime Hot Rolled Prime steel construction with Ram face 2 inch, Ram top 1/4 inch, A Ram bottom 3/8 inch, Charging chamber floor 2 inch, Charger box sides 1/4 inch, total weight of 3303 pounds, and Breaker Bar 8 x 6 x 3/4 inches. Charger box opening shall measure 41 inches by 57.5 inches. The container shall have 1/4

inch compactor side wall, heavy structural reinforcement to the charge chamber and the Ram Guidance System (ram guide angle attached to side wall, ram guide block mounted inside of a guide block channel that slides over the ram guide angle), all serve to assure reduced wear and longevity in this unit.

- 16.07 Paint & Finish. All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

GENERAL SPECIFICATION

Crosspak Self-Contained Compactor (5 & 6 cubic yards)

Section 17

- 17.01 Purpose. The City intends to purchase Crosspak self-contained compactor containers to be used in association with our expansion of commercial services. The Crosspak self-contained compactor containers will be used for waste disposal of small commercial businesses, restaurants, and food chains cannot utilize a full size compaction system because of volume or space limitations. These containers are made especially for keeping work areas clean, sanitary, and at low-cost instillation, no more vermin and putrescible matters, and consisting of a leakproof operation.
- 17.02 Dimensions. The 5 yard rear loader dimensions shall be constructed as follows: Overall width of 130 inches (container 79 inches and the compactor 51 inches), overall length of 150 inches, container height is 51 inches, compactor height of 40 inches, and compactor length of 46 inches. The 6 yard front loader dimensions shall be constructed as follows: Overall width of 131 inches (container 80 inches and the compactor 51 inches), overall length of 103 inches, container height is 67 inches, compactor height of 40 inches, and compactor length of 46 inches, and compactor base stand height of 12 inches.
- 17.03 Construction. Compactor size should be constructed with prime steel with the following measurements: Compactor size of 3/16 inches, Compactor floor of 1/4 inches, Ram face of 1/4 inches, Ram bottom of 1/4 inches, and Ram top of 3/16 inches.

- 17.04 **Hydraulic.** A pump of 3 GPM, 2 - Cylinder (3" Bore and 1 2"Rod) 3 inch by 20 inch, Normal pressure of 1800 PSI, Maximum pressure of 2000 PSI, and 10 gallon Oil Reservoir.
- 17.05 **Charge Box.** Clear top opening measuring 24 inches by 48 inches and Ram face measuring 18 2 inches high by 48 inches wide.
- 17.06 **Performance.** Cycle time is to be 42 seconds, Normal ram force of 23,300 pounds, Maximum ram force of 30,000 pounds, Normal working pressure of 2000 PSI, and Maximum working pressure of 2200 PSI.
- 17.07 **Electrical.** 3 H.P. 208/230/440/460V and 3 Ph. 4 wire, 60 cycle, 100V controls. All circuits must be fused and control panel shall have push button controls.
- 17.08 **Features.** Container construction allows loading from all three sides of charging chamber, and an optional ozone neutralizer, which eliminates unpleasant odors. The cross cylinder design allows the superior compaction force to reduce large volumes of waste.
- 17.09 **Paint & Finish.** All containers shall be cleaned of all weld splatter, loose rust, and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for trash containers and #441(Light Brown) for all cardboard containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

for the Fayetteville City Council meeting of December 4, 2001

Date _____

Description _____ Meeting Date _____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

Grants Offcier

Reference Comments:

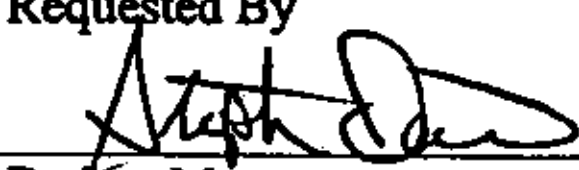
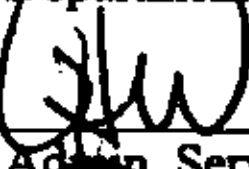
Budget Year	Department: Environmental Services	Date Requested	Adjustment #
2001	Division: Solid Waste	12/04/2001	
	Program: Commercial Pickup		

Project or Item Requested: \$55,691 in the Dumpster Lease Program capital project.	Project or Item Deleted: \$55,691 from the Curbside Recycling Improvements capital project.
--	---

Justification of this Increase: The funding is needed to purchase 2 to 8 yard containers for lease by small commercial customers.	Justification of this Decrease: Sufficient funds remain in project to meet 2001 objectives.
---	---

Increase Expense (Decrease Revenue)							
Account Name	Amount	Account Number				Project Number	
Minor Equipment	55,691	5500	5010	5890	00	99038	1

Decrease Expense (Increase Revenue)							
Account Name	Amount	Account Number				Project Number	
Solid Waste Improvements	55,691	5500	5060	5816	00	98053	1

Approval Signatures		Budget Office Use Only	
Requested By	Date	Type:	
	11-16-01	A B C <u>D</u> E	
Budget Manager	Date	Date of Approval	
Department Director	Date	Posted to General Ledger	
	11/20/01	Posted to Project Accounting	
Adm. Services Director	Date	Entered in Category Log	
Mayor	Date		

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Gary Dumas

Date: Wednesday, November 14, 2001

Subject: Awarding Bid for 2 to 8 Yard Solid Waste Containers – Bid #01-56

Background

The Solid Waste/Recycling Division has had an annual contract for 2 to 8 yard containers, this contract has expired. These containers are used for trash and recycling for multiple family and small commercial activities.

This agreement will be for a period of 6-months and will allow the purchase of up to 300 containers of various sizes from 2 to 8 yards. Purchases will be on an as needed basis to allow a small inventory at the Solid Waste/Recycling offices. This small inventory will continue to allow an immediate response to a request for service.

The bid tab is attached. The Solid Waste/Recycling Division staff has inspected the low bidder's containers and has found that they meet specifications.

The low bid for the 2 to 8 yard containers is Gregory Manufacturing from Fort Madison, Iowa.

Recommendation

Approve resolution authorizing purchase agreement.

J: 01-56
TE: 10/26/01
RE: 11:00 AM
TY OF FAYETTEVILLE

DESCRIPTION: SOLID WASTE CONTAINERS 2-8 YARD

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6	ITEM #7
GREGORY MFG	\$273.00 no A-frame	\$467.00	\$681.00	\$671.00	\$467.00	\$681.00	\$671.00
RI-KAN *bid includes+\$320 pr truck S&H*	\$265.00	\$470.00	\$670.00	\$690.00	\$600.00	\$600.00	\$780.00
BEST-PAK	\$266.60	\$489.66	\$687.26	\$683.26	\$608.66	\$617.26	\$703.26
WASTE QUIP-MAYFAB	\$260.00	\$634.00	\$624.00	\$717.00	\$669.00	\$649.00	\$742.00

Certified by *Kevin Williams* Date 10/25/01
P Vice Purch Mgr Witness
Verified 11/14/01

BID: ☐ FORMAL ☐ BID BOND REQUIRED YES ☐ NO ☐
☐ INFORMAL ☐ PERFORMANCE BOND REQUIRED YES ☐ NO ☐
 VERBAL QUOTATION ☐ ☐

OF FAYETTEVILLE, AR
 13 W. MOUNTAIN STREET
 FAYETTEVILLE, ARKANSAS 72701

PROJECT 21-56 1/10/2011 DATE OPENED 10/25/01 11:30 AM

TABULATION OF BIDS

DESCRIPTION		F.O.B.		DATE OPENED			
BID NO. 21-56 PROJECT NO. 1616				10/23/01 11:20AM			
BIDDER: Shengong	ADDRESS: Phylo	1 ITEM	2 ITEM	3 ITEM	4 ITEM	5 ITEM	EXTENSION
UNITQUANT COST	EXT. COST	#2 273.00	467.00	581.00	671.00	467.00	581.00
		no A-frame					
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST	#7 671.00					
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST	365.00	470.00	570.00	690.00	500.00	600.00
BIDDER: Unmilitan	ADDRESS:						
UNITQUANT COST	EXT. COST		#7 780.00	(3320.00 WITH 8414)			
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST	245.60	489.55	589.26	683.26	509.55	617.26
BIDDER: Ben - Pak Equip	ADDRESS:						
UNITQUANT COST	EXT. COST		#7 703.26				
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST	250.00	534.00	624.00	717.00	559.00	649.00
BIDDER: Wade Equip	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER: Wang fat	ADDRESS:						
UNITQUANT COST	EXT. COST		#7 742.00				
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						
UNITQUANT COST	EXT. COST						
BIDDER:	ADDRESS:						</

AWARD SUMMARY:

TO TO P.O. # TO DATE TO CERTIFIED BY TO
 TO TO P.O. # TO REMARKS: TO
 TO TO P.O. # TO PURCHASING OFFICER TO

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: 10-25-01

Proposal of GREGORY MANUFACTURING Co (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of TWA, a partnership, or an individual doing business as GREGORY MANUFACTURING Co, INC.

To the City of Fayetteville, Arkansas (hereinafter called "City").

The Bidder, in compliance with your invitation for bids for Solid Waste Containers, having examined the specifications with related bid documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the bid documents and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bid documents, of which this proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications for the following unit prices.

ITEM NO.	DESCRIPTION	UNIT PRICE	
1.	Rear Load Container, 2 cubic yard	<u>273 -</u>	NO-A-FRAME
2.	Front Load Container, 4 cubic yard	<u>467 -</u>	INCLUDES A-FRAME
3.	Front Load Container, 6 cubic yard	<u>581 -</u>	" "
4.	Front Load Container, 8 cubic yard	<u>671 -</u>	" "
5.	Front Load Recycling Container, 4 cubic yard	<u>467 -</u>	" "
6.	Front Load Recycling Container, 6 cubic yard	<u>581 -</u>	" "
7.	Front Load Recycling Container, 8 cubic yard	<u>671 -</u>	" "

The prices shall remain valid for the next 180 days after selection of winning bidder. The city may

make purchases of up to 300 containers of various sizes. All purchases will be in groups of no less than one truck load and may be as frequently as every two weeks. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc..., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By:

West Region Sales Manager
Title

P.O. Box 325
(Business Address and Zip Code)

FORT MADISON, IOWA 52627

SEAL - (if bid by a
Corporation)

WHY YOU SHOULD CONSIDER THE GREGORY CONTAINER

**Thick Steel— 7ga. floor, 10ga.
sides, 3/16" rails and pockets**

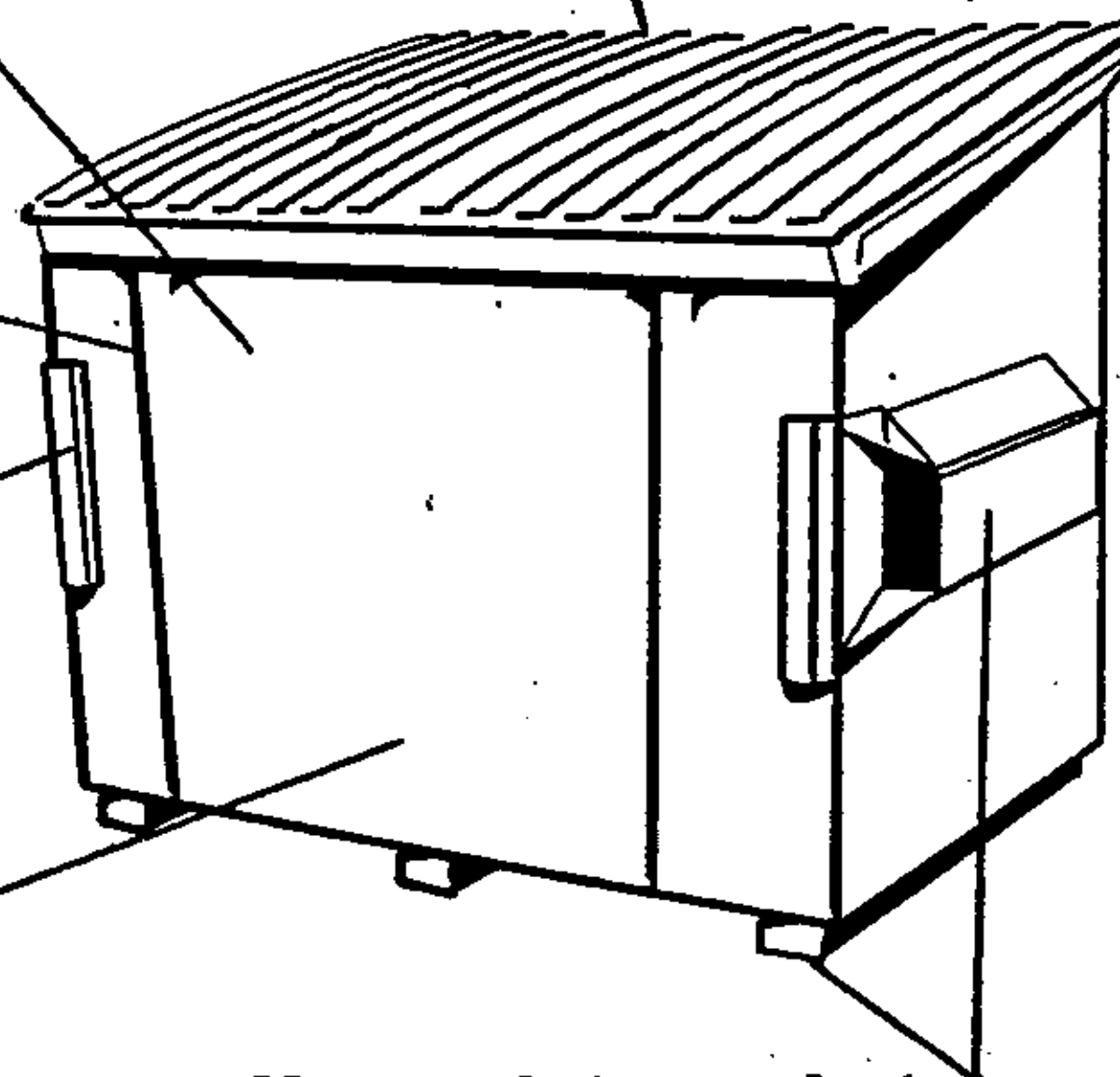
**The latest in Lid Technology
from Impact Plastics**

**"V" crimps on ALL four
sides for added strength**

**Wrap-a-round bumpers
protect container face**

**Superior paint. Applied
electrostatically for
consistent finish**

**Heavy duty pockets
and floor rails**



Gregory Manufacturing

Fort Madison, Iowa 319-463-7641

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: 10-23-2001

Proposal of AMERI-KAN DIV OF STOUTCO INC. (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of INDIANA, a partnership, or an individual doing business as AMERI-KAN

To the City of Fayetteville, Arkansas (hereinafter called "City").

The Bidder, in compliance with your invitation for bids for Solid Waste Containers, having examined the specifications with related bid documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the bid documents and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bid documents, of which this proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications for the following unit prices.

ITEM NO.	DESCRIPTION	UNIT PRICE
1.	Rear Load Container, 2 cubic yard MODEL 200	<u>\$265.00</u>
2.	Front Load Container, 4 cubic yard MODEL FST-400	<u>470.00</u>
3.	Front Load Container, 6 cubic yard MODEL FST-600	<u>570.00</u>
4.	Front Load Container, 8 cubic yard MODEL FST-800	<u>690.00</u>
5.	Front Load Recycling Container, 4 cubic yard FST-400	<u>500.00</u>
6.	Front Load Recycling Container, 6 cubic yard FST-600	<u>600.00</u>
7.	Front Load Recycling Container, 8 cubic yard FST-802	<u>780.00</u>
	Freight, Shipping and Handling	<u>\$320.00</u> Per Truck Load

The prices shall remain valid for the next 180 days after selection of winning bidder. The city may

Shipping Not in Unit \$
Single Wall Lids

make purchases of up to 300 containers of various sizes. All purchases will be in groups of no less than one truck load and may be as frequently as every two weeks. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc..., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By: Bill Thomason
BILL THOMASON

PLANT OPERATIONS MGR, KS. PLANT

Title

P.O. BOX 844 3800 W. HIGHWAY 75
INDEPENDENCE KANSAS 67301

(Business Address and Zip Code)

PH: 316-331-3910 FAX: 620-331-3911

SEAL - (if bid by a
Corporation)

*NOTE: BID IS FOR (1) SLOT IN BACK OF CONTAINER. ADDITIONAL SLOTS MAY BE ADDED TO SIDES OF CONTAINERS AT A COST OF \$30.00 PER SLOT. THE 8 YD CONTAINER BEING BID IS AN FS-802 WHICH HAS A SHAPE SIMILAR TO THE FST-600 WHICH WOULD BE BETTER SUITED FOR CARDBOARD THAN THE FST-800.

**NOTE: ALL CONTAINERS BID ARE WITH THE AMERI-KAN DESIGNED LIDS.

Tuesday, October 23, 2001

Ms. Peggy Vice
City of Fayetteville
Purchasing Office - Rm. 308
113 W. Mountain
Fayetteville, AR 72701

Dear : Ms. Vice

Wastequip would like to take this opportunity to express our gratitude for this opportunity to quote solid waste equipment for the City of Fayetteville Request for Bid #01-56. Items to be considered by the City are rear load, front load, and roll off (rectangular and tub style) containers, as well as self-contained and stationary compactors.

Pursuant to our response we would like to make the following addendum to RFB #01-56:

Item 1. Compactors quoted will meet or exceed City specifications with certain reservations regarding physical dimension variances. As an example: Ten, Fifteen and Twenty cubic yard self-contained hopper openings per specification are 30" length vs. actual size quoted 40" length. Detail specification sheets are provided as part of the addendum for comparison purposes.

Item 2. All compacting equipment quoted to be U. L. listed system.

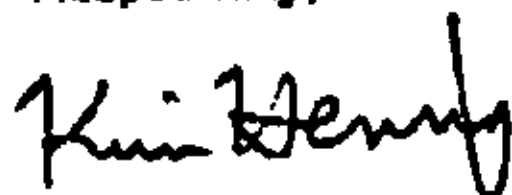
Item 3. Front load containers quoted to be shipped with 'A' Frame attached (welded not bolted) with lids attached by Wastequip employee's upon delivery of units to meet City of Fayetteville operation personnel concerns.

Item 4. Compactor training, technical and field, to be provided at no additional cost to City of Fayetteville. (City to provide transportation and hotel accommodations for City employees)

Item 5. Submit for consideration the Accurate Accu-Pak (rotateable head for side, rear and front load application) Front End Load compactor at a cost of \$6,138.00.

Wastequip further offers to provide technical and product assistance should the City require additional information to assist them in making a decision for award. Please contact Kim Hennig (800-242-0122) or David Minton (803-520-0473) should assistance be required.

Respectfully,



Kim Hennig
Sales Manager

**REQUEST FOR BID
#01-56
SPECIFICATIONS**

SOLID WASTE CONTAINERS

*Prepared by
Solid Waste Division
City of Fayetteville, Arkansas*

ADVERTISEMENT FOR BIDS

Bid #01-56 2 to 8 Yard Solid Waste Containers

City of Fayetteville, Arkansas

Separate sealed bids for 2 to 8 Yard Solid Waste Containers, will be received by the City of Fayetteville, Arkansas, at the Office of the Purchasing Officer until 11:30 a.m., Oct 25, 2001, and then at said office publicly opened.

The Information for Bidders, Form of Bid, Specifications, and other documents may be examined at the following location:

City of Fayetteville
Purchasing Office
113 W. Mountain, Room 306
Fayetteville, Arkansas 72701

Copies may be obtained from the Purchasing Office located at the above address. The City reserves the right to waive any informalities or to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The City of Fayetteville is an Equal Opportunity Employer.

Peggy Vice, Purchasing Manager

INFORMATION FOR BIDDERS

1.0 RECEIPT AND OPENING OF BIDS: The CITY OF FAYETTEVILLE, ARKANSAS (herein called the "City"), invites bids on the project described in the Scope of Services. Bids will be received by the City at the Purchasing Office until 11:00 a.m. (Central Time), Oct. 25, 2001 and then at said office publicly opened. The envelopes containing the bid must be sealed, addressed to Purchasing Officer, City of Fayetteville at 113 W. Mountain St., Fayetteville, AR 72701 with bid number clearly visible.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

2.0 PREPARATION OF BID: Each bid must be submitted on the Bid for Unit Price form attached hereto. All blank spaces for bid prices must be filled in, in ink or typewritten, fully completed and executed when submitted. Each bid must be submitted in a separate sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City.

3.0 SUBCONTRACT(S): The Bidder will supply the names and addresses of all subcontractors to the City for approval. Also, the to be performed by each subcontractor must be stated.

4.0 TELEGRAPHIC MODIFICATION: Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modifications over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5.0 QUALIFICATIONS OF BIDDER: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder will furnish to the City all such information and data for this purpose as the City may request. If requested by the City, the three final Bidders will conduct a tour of their facilities wherein the City may further investigate the Bidders. Said visit and tour will be conducted within five (5) days of the date of bid opening and on a date to be selected by the City. The City reserves the right to reject any bid if the

evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the bid and to complete the work contemplated therein.

6.0 CONDITIONS OF WORK: Each Bidder must inform himself fully of the conditions relating to the performance of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this bid.

7.0 ADDENDA AND INTERPRETATION: No formal interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Gary Dumas, Utilities Service Director, City of Fayetteville, Arkansas, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued will become part of the bid documents.

8.0 LAWS AND REGULATIONS: The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the project will apply to the bid throughout, and they will be deemed to be included in the bid the same as though herein written out in full.

9.0 METHOD OF AWARD - LOWEST QUALIFIED BIDDER: The City will adhere to the selection process as set forth in the Administrative Policies and Procedures Manual. Copies of the applicable policies and procedures may be obtained from the Purchasing Officer.

10.0 OBLIGATION OF BIDDER: At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and bid documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document will in no way relieve any bidder from any obligation in respect of his bid.

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: 10/22/01

Proposal of Wastegulp - May Fab (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of OHIO, a partnership, or an individual doing business as Same

To the City of Fayetteville, Arkansas (hereinafter called "City").

The Bidder, in compliance with your invitation for bids for Solid Waste Containers, having examined the specifications with related bid documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the bid documents and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bid documents, of which this proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications for the following unit prices.

ITEM NO.	DESCRIPTION	UNIT PRICE
1.	Rear Load Container, 2 cubic yard	\$ 250
2.	Front Load Container, 4 cubic yard	\$ 534
3.	Front Load Container, 6 cubic yard	\$ 624
4.	Front Load Container, 8 cubic yard	\$ 717
5.	Front Load Recycling Container, 4 cubic yard	\$ 559
6.	Front Load Recycling Container, 6 cubic yard	\$ 649
7.	Front Load Recycling Container, 8 cubic yard	\$ 742

The prices shall remain valid for the next 180 days after selection of winning bidder. The city may

Single Wall Lids.
No Lid crown.
No Post Consumer Plastic in for.

make purchases of up to 300 containers of various sizes. All purchases will be in groups of no less than one truck load and may be as frequently as every two weeks. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc..., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By: Kim Hennig (Kim Hennig)

Sales Mgr.

Title

P.O. Box 1029

(Business Address and Zip Code)

Beeville, Tx. 78104

SEAL - (if bid by a
Corporation)

GENERAL SPECIFICATION

Rear Load Containers (2 cubic yards)

Front Load Containers (2 cubic yards)

Front Load Slant Top Containers (4, 6, & 8 cubic yards)

Section 10

10.01 Top Channels; Front, Rear, and Sides. All surrounding channels shall be at least 13 gauge steel and be formed into a "C" shape with a minimum height of three (3) inches, and a minimum width of one and one half (1½) inches.

10.02 Floor Supports. There shall be formed support channels two and one half (2½) inches wide and one and one half (1½) inches deep constructed on 10 gauge material. Side to Side: Three (3) each on the four yard containers, four (4) each on the six yard containers, and four (4) each on the eight yard containers.

10.03 "A" Frame Lifts. On "A" frame lift containers, the main vertical support channels shall be a formed one fourth (¼) inch steel channel at least three and three fourth (3¾) inches wide with a one and one half (1½) inch flange and run from the top to the bottom of the container. The backing plate and other component parts shall also be a minimum of one fourth (¼) inch plate. The only exceptions will be the front rail reinforcement channel and upper cross channel which will be at least seven (7) gauge steel. In addition, the pin holes shall be reinforced with an additional one fourth (¼) inch steel plate to provide a minimum of one half (½) inch total thickness at the pin holes. All containers shall have the "A" frame lifts continuously welded securing them to the container.

10.04 Hydraulic Lift Bar. All two yard rear loading containers should be equipped for use with a hydraulic lift bar.

10.05 Plastic Lids. Plastic lids shall be double walled and made of at least 25% post consumer plastic and contain high density polyethylene custom molded with premium quality U.V. stabilizers for flexibility and long life in any climate. Plastic lids shall be equipped with multiple hinge points and reinforcing ribs along with crowned design to assure complete water run-off, and the large front handles are molded in (no added pieces) for easy opening.

10.06 Lid and Rear Covers. The rear lid panel shall be a solid single piece with center crown to allow water to runoff the sides. Heavy duty hinges are required to maintain the structural integrity of the lid rod. A lid stop shall be attached to prevent lid hang-up on truck hopper cover. The standard lightweight, low maintenance, tow lid design with lid stop shall permit lids to remain open when required. The lids should close automatically when container is emptied.

10.07 Lid Hinge Rod. The lid hinge rod shall be a minimum of seven sixteenths (7/16) inches round, solid steel bar securely fastened at each end, yet removable for easy replacement. The lid hinge rod shall be plated for long lasting, trouble free hinge action.

10.08 Drain Hole. All containers shall have a one (1) inch drain hole for removal of excess fluids. The drain hole shall be fitted with a tight fitting plug designed so as not to allow liquid seepage. The plug shall also be made from material that will not allow it to rust to the drain hole and prevent removal.

10.09 Finish. All containers shall be cleaned of all weld splatter, loose rust and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for two, four, six, and eight yard front and rear load containers and #441(Light Brown) for all four, six, and eight yard recycling containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

10.10 Steel Specifications. All steel used in the container shall be new, free of excessive rust and be within standard mill tolerances for C1018 steel sheet. The minimum allowable thickness for steel gauges are as follows:

14 Gauge → Minimum .071"	10 Gauge → Minimum .127"
13 Gauge → Minimum .082"	7 Gauge → Minimum .171"
12 Gauge → Minimum .097"	¼ Gauge → Minimum .235"

10.11 End Panels. (4, 6, & 8 cubic yard containers → 12 gauge, 2 cubic yard containers → 14 gauge) The end panels shall be a one (1) piece tapered steel sheet and shall be designed in such a manner as to bend around the outside and bottom corners and overlap the adjoining panels thereby eliminating the need for corner welds in the body panels.

10.12 Main Body Panels. (4, 6, & 8 cubic yard containers → 12 gauge) The main body panels consisting of the front, rear, and floor panels shall be twelve (12) gauge steel and also designed in such a manner as to overlap the adjoining panel in such a manner as to eliminate the need for corner welds. (2 cubic yard containers) The main body panel shall be one piece, 14 gauge steel sheet extending down the front, across the bottom and up the rear side of the container.

10.13 Floor Panels. The floor panels shall be twelve (12) gauge steel and also designed in a manner to overlap the adjoining sides, back and front to eliminate the need for corner welds.

10.14 Castors. All two yard containers must come equipped with four (4) swivel 6" rubber tire casters.



City of Fayetteville, Arkansas
Front and Rear load Container
Exceptions to Specifications

Section 10

- Para.10.01 Top channels on front-load containers are 12 ga. on sides and 10 ga. on front and rear.
Top channels on rear-load containers are all 12 ga.
- Para. 10.05 Plastic lids are single wall, with regrind material, however, no Certification of the amount of post-consumer plastic.
- Para. 10.06 There is no crown in the rear lid panel.
- Para. 10.07 Hinge rod is 5/8" dia. steel. It is not plated.
- Para. 10.08 Drain hole is 1 1/4" with plug
- Para. 10.11 End panels do not bend around inside corners and bottom joint. Containers are corner welded.
- Para. 10.12 Main body panels do not overlap adjoining panels.
- Para. 10.13 Floor is 10 ga. instead of 12 ga. on front-end loaders.
There is no overlap of adjoining panels.

All other specifications are as requested



MANUFACTURER'S WARRANTY

07/01/01

ACCURATE INDUSTRIES, INC. ("Accurate") warrants equipment of its own manufacture to be free from defects in materials and workmanship under normal use and service, to the original purchaser only, subject to the conditions outlined below. ACCURATE'S obligation under the warranty is limited to repair or replacement, with a similar genuine part, of any part of the product of its manufacture which is returned to ACCURATE within ten days after the discovery of the defect, properly identified and transportation charges prepaid, and not more than 12 months after the equipment has been delivered to the original user. No freight, travel cost, meals or lodging shall be covered by this warranty. No warranty credit will be issued for labor or parts until such parts are returned using proper authorization tags and numbers to ACCURATE for our inspection.

WARRANTY OVERVIEW		
3 - YEARS STRUCTURAL 2 - YEARS COMPONENTS / 1-YEAR LABOR Extended Parts / Labor Warranty - 6% Per Additional Year	12 - MONTHS COMPONENTS 6 - MONTHS LABOR	3 - YEARS STRUCTURAL / 3 - YEARS CYLINDER (PARTS ONLY) 1 - YEAR COMPONENTS / 6 - MOS LABOR
Executive Series	Stationary Compactors: Models 245C, 345C, 345XHD-D, 445C, 445XHD-7, 445XHD-720, 445XHD-D, 545HD through 1250XHD Self-Contained Compactors: Models 205, 255C ALL OTHER PRODUCTS (FL, RL & RD)*	Stationary Compactors: Models 245 HD & XHD, 345 HD & XHD, 445 HD & XHD Self-Contained Compactors: Models 285HD, Model 285X** ** Cylinders 1 - Year Parts & Labor

* Manufactured by TEAM AND MATLAB, INC.
12 MONTH WARRANTY SCHEDULE

FIRST THROUGH SIXTH MONTH:

ACCURATE will furnish without charge, F.O.B. its plant, a similar genuine part to replace any part of product of its' manufacturer which proves to be defective in normal use and service during the period. Labor charges to install such parts will be allowed in accordance with scheduled allowable labor rates or flat rate, authorized by ACCURATE prior to performance of said labor. This warranty does not apply to normal operating adjustments such as, adjusting pressure settings, limit switches, timer, relays, fuses or loss of hydraulic oil, cable replacement or filter replacement. Hoist pumps and P.T.O.'s are subject to the warranty limitations set by the pump and P.T.O. manufacturer only. Travel time is limited to (2) two hours maximum per service call.

- a) This warranty shall not apply to any failure or damage incurred through neglect, lack of maintenance, misuse, accidents, improper installation, re-designing of assemblies or through any other cause beyond the control of ACCURATE.
- b) This warranty shall not apply if the equipment has been loaded above the factory recommended maximum load capacity.
- c) This warranty shall be expressly limited to the repair or replacement of defective parts, as stated above, all other damage and claims, statutory or otherwise, being hereby waived by the purchaser and only those labor charges specifically authorized by ACCURATE. ACCURATE limits its warranty to parts and accessories supplied by it and installed in compliance with the prevailing industry standard.

SEVENTH THROUGH TWELFTH MONTH:

The warranty provided above for the first through sixth month applies for the seventh through twelfth month with the following exception: No labor charges will be honored under ACCURATE'S warranty or obligation in connection with the sale of its equipment.

ADDITIONAL WARRANTY: Refer to Warranty Overview above for products with additional warranties.

REPLACEMENT PARTS WARRANTY: Replacement parts that ACCURATE has provided due to defects in the original parts are warranted for ninety (90) days only from delivery only. No labor, freight, or any other charges are covered. If the replacement part fails within ninety (90) days from the delivery date, it must be returned to ACCURATE, freight prepaid, for inspection and an equivalent replacement part will be supplied. The following example illustrates the application of the replacement parts warranty:

ACCURATE'S manufacturers and replacement parts warranties are expressly in lieu of all other warranties. ACCURATE provides no other warranties except as stated therein. ACCURATE MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR A PARTICULAR PURPOSE. If any sample or model was shown to or provided by Buyer, such sample or model was used merely to illustrate the general type and quality of the Goods and such use is not to be construed as warranty that the Goods will conform to the sample or model. Any descriptions or illustrations contained in ACCURATE'S catalogues, price lists or other advertising matter are intended merely to present a general description of the Goods and shall not form a part of this order. ACCURATE makes no warranty that Buyer holds or will hold the Good free of the claim of any third person that may arise from alleged patent or trademark infringement. Since conditions of use over which ACCURATE has no control may have a significant effect on the Goods, ACCURATE disclaims any warranty that the Goods will conform to the standards and requirement set forth in the "Occupational Safety and Health Act" of 1970, as amended or the rules and regulations thereunder. No agent, employee or representative of ACCURATE has any authority to bind ACCURATE to any affirmation, representation or warranty concerning the Goods, except an officer of ACCURATE who agrees to the same in writing. In no event is any affirmation, representation or warranty relating to the Goods applicable to any one other Buyer, and no purchases from Buyer is entitled to thereon. ACCURATE neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its equipment.

Mail or Deliver Bids To:

City of Fayetteville
Purchasing Office-Rm 306
113 W Mountain
Fayetteville, AR 72701

**REQUEST FOR BID
#01-56
SPECIFICATIONS**

SOLID WASTE CONTAINERS

*Prepared by
Solid Waste Division
City of Fayetteville, Arkansas*

INFORMATION FOR BIDDERS

1.0 RECEIPT AND OPENING OF BIDS: The CITY OF FAYETTEVILLE, ARKANSAS (herein called the "City"), invites bids on the project described in the Scope of Services. Bids will be received by the City at the Purchasing Office until 11:00 a.m. (Central Time), Oct. 25, 2001 and then at said office publicly opened. The envelopes containing the bid must be sealed, addressed to Purchasing Officer, City of Fayetteville at 113 W. Mountain St., Fayetteville, AR 72701 with bid number clearly visible.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

2.0 PREPARATION OF BID: Each bid must be submitted on the Bid for Unit Price form attached hereto. All blank spaces for bid prices must be filled in, in ink or typewritten, fully completed and executed when submitted. Each bid must be submitted in a separate sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City.

3.0 SUBCONTRACT(S): The Bidder will supply the names and addresses of all subcontractors to the City for approval. Also, the to be performed by each subcontractor must be stated.

4.0 TELEGRAPHIC MODIFICATION: Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modifications over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5.0 QUALIFICATIONS OF BIDDER: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder will furnish to the City all such information and data for this purpose as the City may request. If requested by the City, the three final Bidders will conduct a tour of their facilities wherein the City may further investigate the Bidders. Said visit and tour will be conducted within five (5) days of the date of bid opening and on a date to be selected by the City. The City reserves the right to reject any bid if the

evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the bid and to complete the work contemplated therein.

6.0 CONDITIONS OF WORK: Each Bidder must inform himself fully of the conditions relating to the performance of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this bid.

7.0 ADDENDA AND INTERPRETATION: No formal interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Gary Dumas, Utilities Service Director, City of Fayetteville, Arkansas, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued will become part of the bid documents.

8.0 LAWS AND REGULATIONS: The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the project will apply to the bid throughout, and they will be deemed to be included in the bid the same as though herein written out in full.

9.0 METHOD OF AWARD - LOWEST QUALIFIED BIDDER: The City will adhere to the selection process as set forth in the Administrative Policies and Procedures Manual. Copies of the applicable policies and procedures may be obtained from the Purchasing Officer.

10.0 OBLIGATION OF BIDDER: At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and bid documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document will in no way relieve any bidder from any obligation in respect of his bid.

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: 10-25-01

Proposal of BES-PAC Waste Handling Equipment (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of SC. CAROLINA, a MISS. partnership, or an individual doing business as BES-PAC / Mid South Waste Equipment.

To the City of Fayetteville, Arkansas (hereinafter called "City").

The Bidder, in compliance with your invitation for bids for Solid Waste Containers, having examined the specifications with related bid documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the bid documents and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bid documents, of which this proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications for the following unit prices.

ITEM NO.	DESCRIPTION	UNIT PRICE
1.	Rear Load Container, 2 cubic yard	<u>265.60</u>
2.	Front Load Container, 4 cubic yard	<u>489.55</u>
3.	Front Load Container, 6 cubic yard	<u>587.26</u>
4.	Front Load Container, 8 cubic yard	<u>683.26</u>
5.	Front Load Recycling Container, 4 cubic yard	<u>509.55</u>
6.	Front Load Recycling Container, 6 cubic yard	<u>617.26</u>
7.	Front Load Recycling Container, 8 cubic yard	<u>703.26</u>

The prices shall remain valid for the next 180 days after selection of winning bidder. The city may

make purchases of up to 300 containers of various sizes. All purchases will be in groups of no less than one truck load and may be as frequently as every two weeks. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc..., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.



Respectfully submitted:

By: *Jim Lewis*

Regional Sales Mgr.
Title

1909 Main St.
(Business Address and Zip Code)

Easley, S.C. 29641

SEAL - (if bid by a
Corporation)

GENERAL SPECIFICATION

Rear Load Containers (2 cubic yards)

Front Load Containers (2 cubic yards)

Front Load Slant Top Containers (4, 6, & 8 cubic yards)

Section 10

10.01 Top Channels; Front, Rear, and Sides. All surrounding channels shall be at least 13 gauge steel and be formed into a "C" shape with a minimum height of three (3) inches, and a minimum width of one and one half (1½) inches.

10.02 Floor Supports. There shall be formed support channels two and one half (2½) inches wide and one and one half (1½) inches deep constructed on 10 gauge material. Side to Side: Three (3) each on the four yard containers, four (4) each on the six yard containers, and four (4) each on the eight yard containers.

10.03 "A" Frame Lifts. On "A" frame lift containers, the main vertical support channels shall be a formed one fourth (¼) inch steel channel at least three and three fourth (3¾) inches wide with a one and one half (1½) inch flange and run from the top to the bottom of the container. The backing plate and other component parts shall also be a minimum of one fourth (¼) inch plate. The only exceptions will be the front rail reinforcement channel and upper cross channel which will be at least seven (7) gauge steel. In addition, the pin holes shall be reinforced with an additional one fourth (¼) inch steel plate to provide a minimum of one half (½) inch total thickness at the pin holes. All containers shall have the "A" frame lifts continuously welded securing them to the container.

10.04 Hydraulic Lift Bar. All two yard rear loading containers should be equipped for use with a hydraulic lift bar.

10.05 Plastic Lids. Plastic lids shall be double walled and made of at least 25% post consumer plastic and contain high density polyethylene custom molded with premium quality U.V. stabilizers for flexibility and long life in any climate. Plastic lids shall be equipped with multiple hinge points and reinforcing ribs along with crowned design to assure complete water run-off, and the large front handles are molded in (no added pieces) for easy opening.

10.06 Lid and Rear Covers. The rear lid panel shall be a solid single piece with center crown to allow water to runoff the sides. Heavy duty hinges are required to maintain the structural integrity of the lid rod. A lid stop shall be attached to prevent lid hang-up on truck hopper cover. The standard lightweight, low maintenance, tow lid design with lid stop shall permit lids to remain open when required. The lids should close automatically when container is emptied.

10.07 Lid Hinge Rod. The lid hinge rod shall be a minimum of seven sixteenths (7/16) inches round, solid steel bar securely fastened at each end, yet removable for easy replacement. The lid hinge rod shall be plated for long lasting, trouble free hinge action.

10.08 Drain Hole. All containers shall have a one (1) inch drain hole for removal of excess fluids. The drain hole shall be fitted with a tight fitting plug designed so as not to allow liquid seepage. The plug shall also be made from material that will not allow it to rust to the drain hole and prevent removal.

10.09 Finish. All containers shall be cleaned of all weld splatter, loose rust and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for two, four, six, and eight yard front and rear load containers and #441(Light Brown) for all four, six, and eight yard recycling containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

10.10 Steel Specifications. All steel used in the container shall be new, free of excessive rust and be within standard mill tolerances for C1018 steel sheet. The minimum allowable thickness for steel gauges are as follows:

14 Gauge → Minimum .071"	10 Gauge → Minimum .127"
13 Gauge → Minimum .082"	7 Gauge → Minimum .171"
12 Gauge → Minimum .097"	¼ Gauge → Minimum .235"

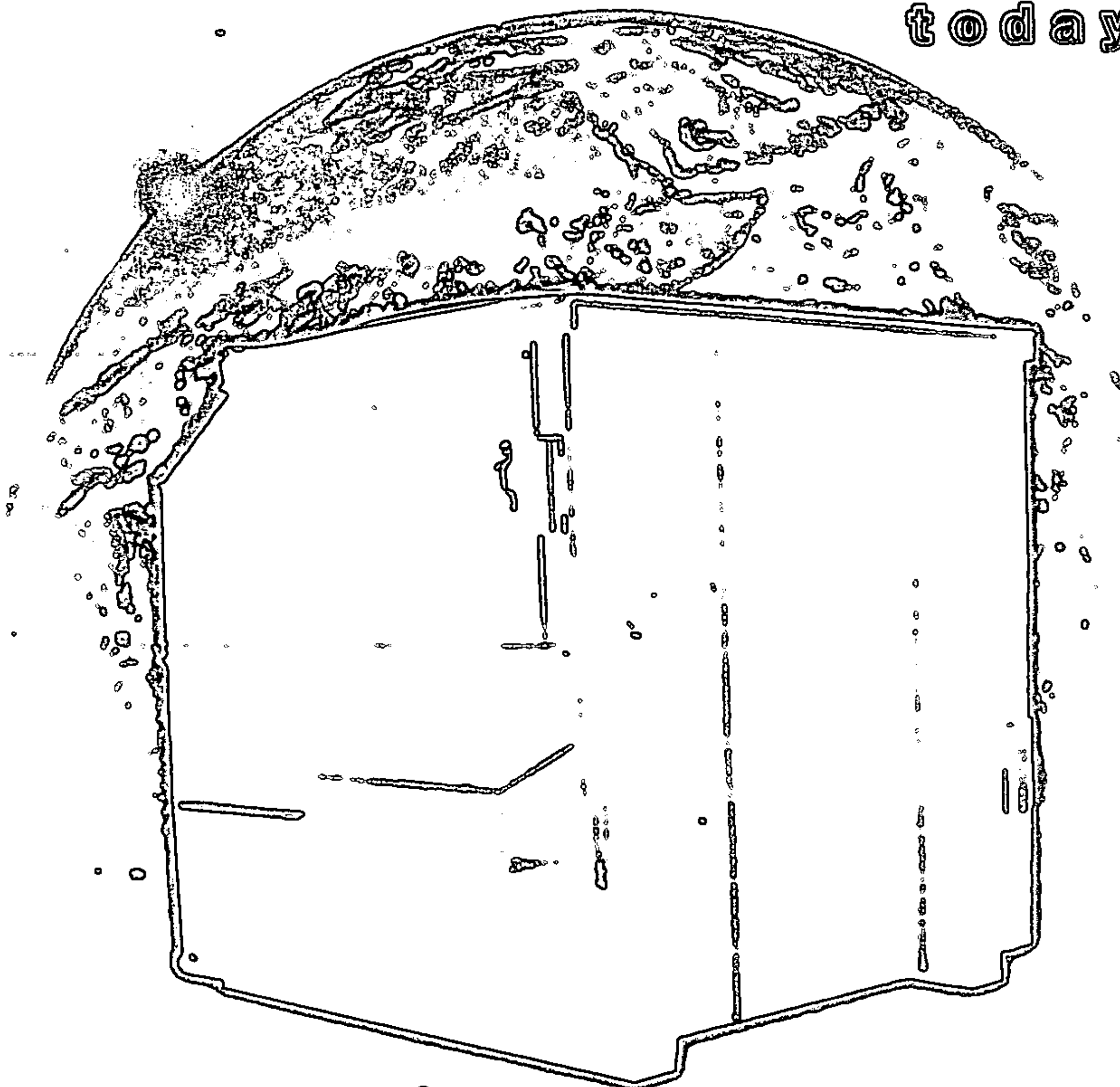
10.11 End Panels. (4, 6, & 8 cubic yard containers → 12 gauge, 2 cubic yard containers → 14 gauge) The end panels shall be a one (1) piece tapered steel sheet and shall be designed in such a manner as to bend around the outside and bottom corners and overlap the adjoining panels thereby eliminating the need for corner welds in the body panels.

10.12 Main Body Panels. (4, 6, & 8 cubic yard containers → 12 gauge) The main body panels consisting of the front, rear, and floor panels shall be twelve (12) gauge steel and also designed in such a manner as to overlap the adjoining panel in such a manner as to eliminate the need for corner welds. (2 cubic yard containers) The main body panel shall be one piece, 14 gauge steel sheet extending down the front, across the bottom and up the rear side of the container.

10.13 Floor Panels. The floor panels shall be twelve (12) gauge steel and also designed in a manner to overlap the adjoining sides, back and front to eliminate the need for corner welds.

10.14 Casters. All two yard containers must come equipped with four (4) swivel 6" rubber tire casters.

t m c
technology
today



front load containers

Bes-Pac

A HI-RISE COMPANY

WASTE HANDLING EQUIPMENT

P.O. BOX 2049 • EASLEY, SC 29641

864.859.6030 • 800.726.1439 • FAX 864.859.6414

For over 25 years Bes-Pac has been engineering and manufacturing containers for industrial and commercial use.

We know what is required in a front-load container to give the performance and longevity you expect and deserve. Bes-Pac has 7 standard models available to meet your job requirements.

Front loader containers

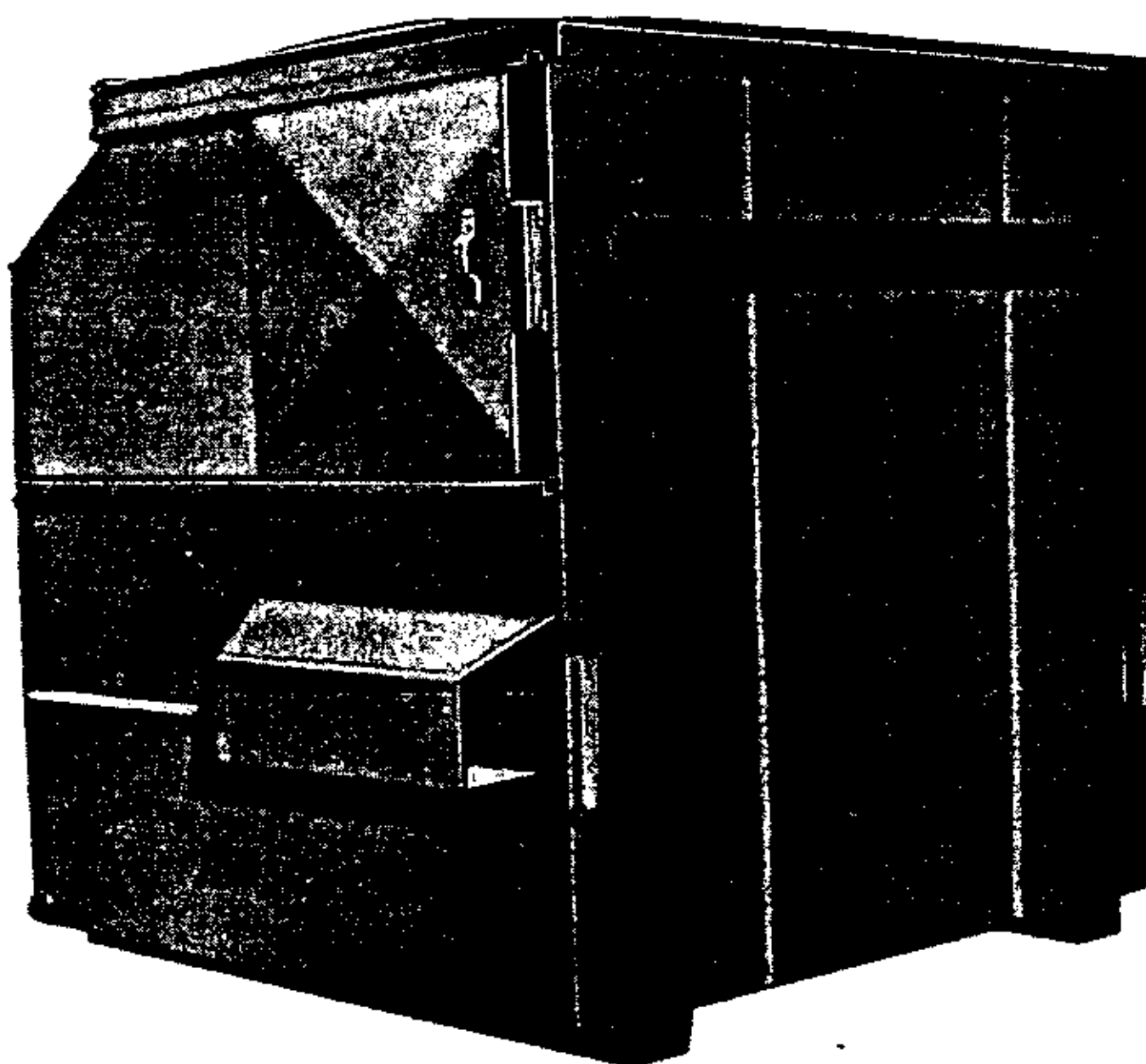
standard construction

- 7 ga. Sleeves
- No-Step® Sleeve Gussets
- 3/16" Hinge Brackets
- High Bottom Channels
- Bumper Pads with "V" Crimp
- Top Perimeter Reinforcements
- Structural Tubing & Angle
- 1/2" Hinge Rod
- All Inside Seams Continuous Mig Welded
- Double Wall Plastic Lids

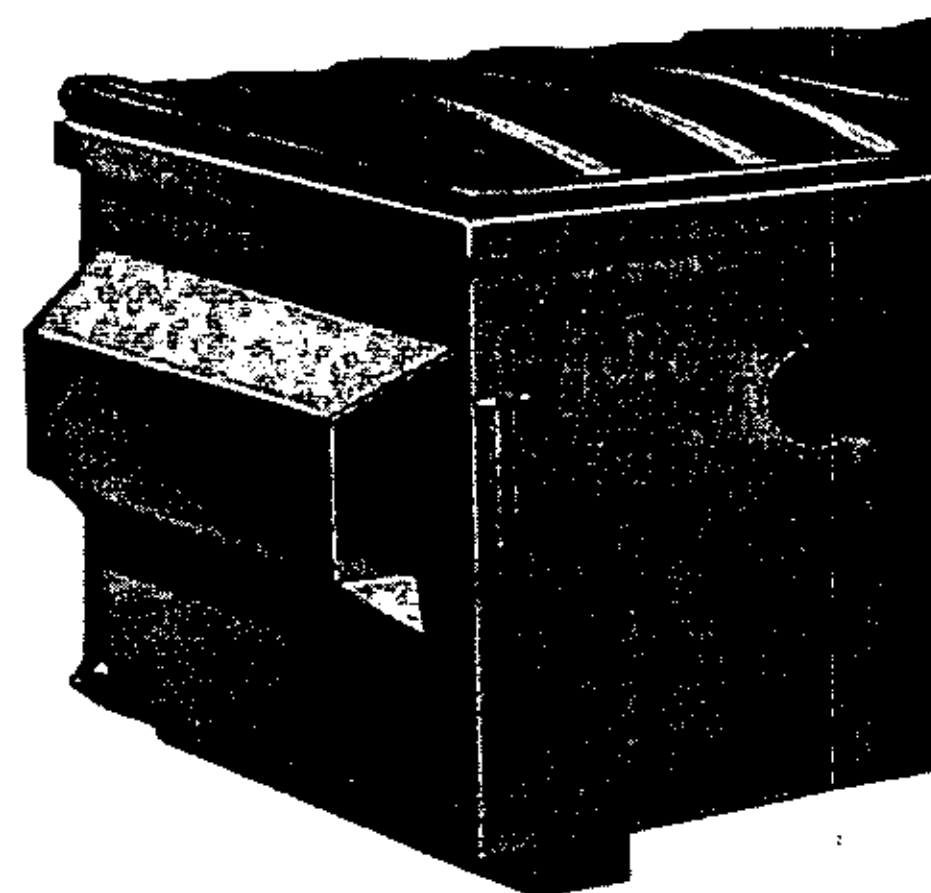
Every Bes•Pac container is constructed with prime steel. All inside seams are continuous with 3/16" fillet welds. 3" high bottom channels and 1.5 mils of primer and 1.5 mils of top coat of industrial alkyl enamel assure years of service from Bes•Pac front loader containers.

heavy duty construction

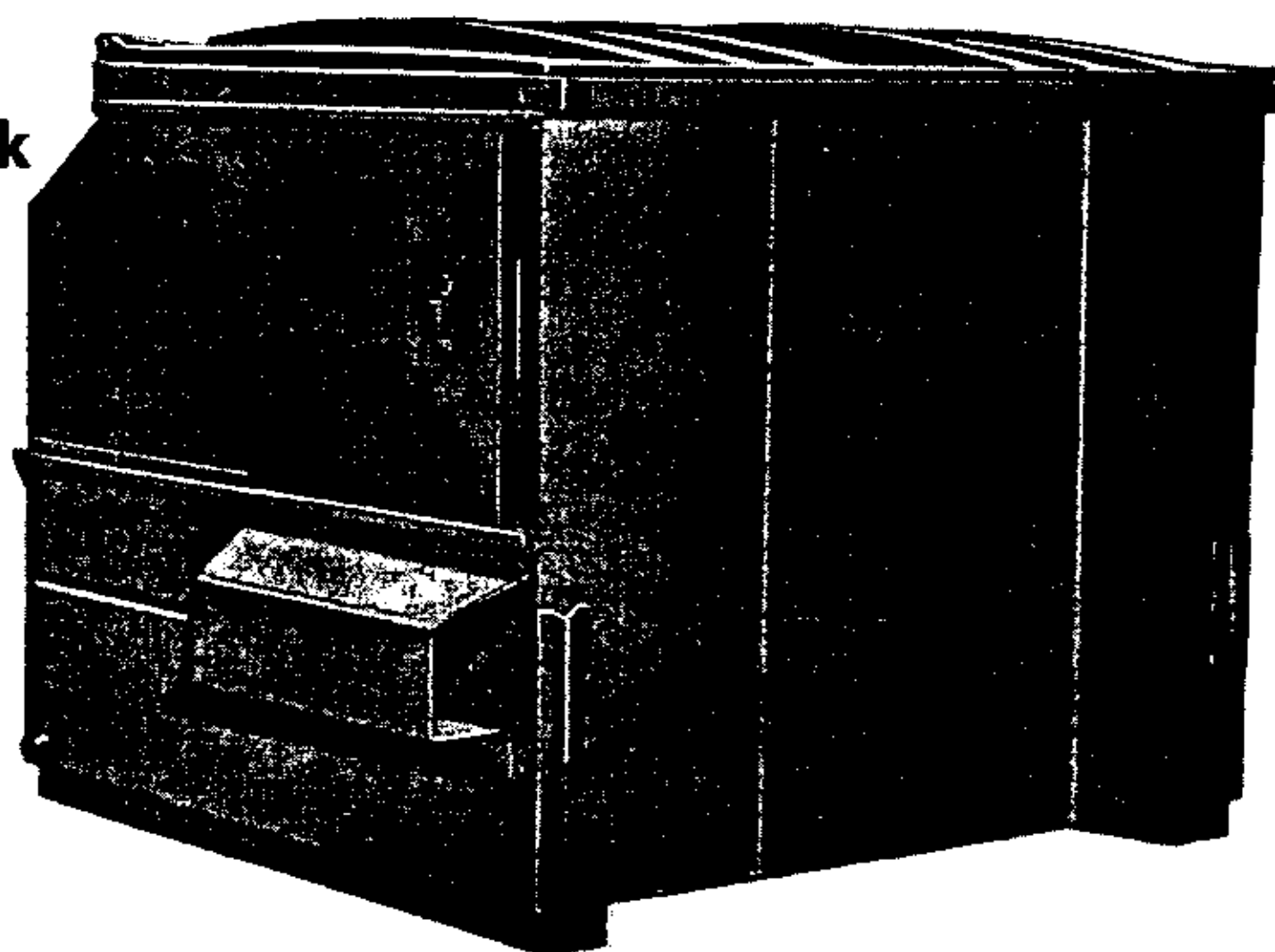
- Heavy Duty Models Incorporate
- 7 ga. Bottoms and 10 ga. Sides
- 2-3 yd. Utilize All 10 ga.



8 yd hatchback recycler



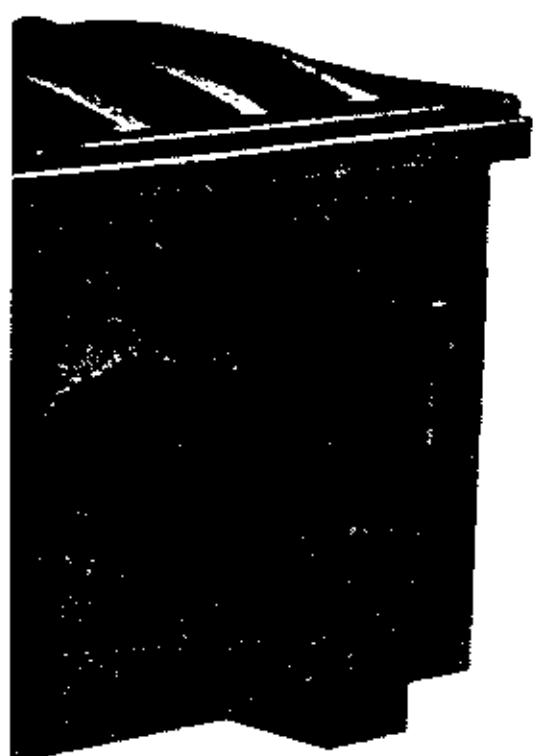
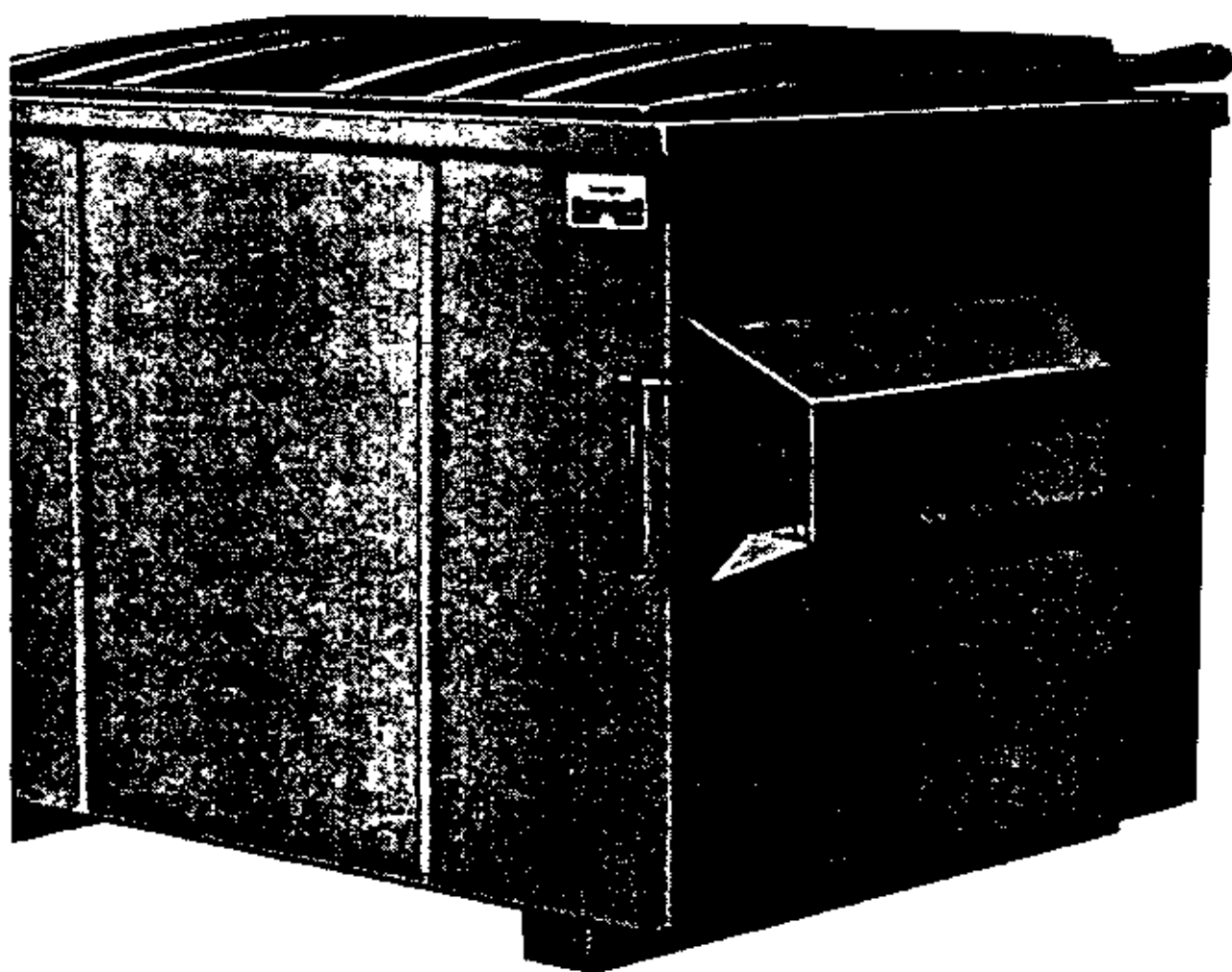
2 yd standard



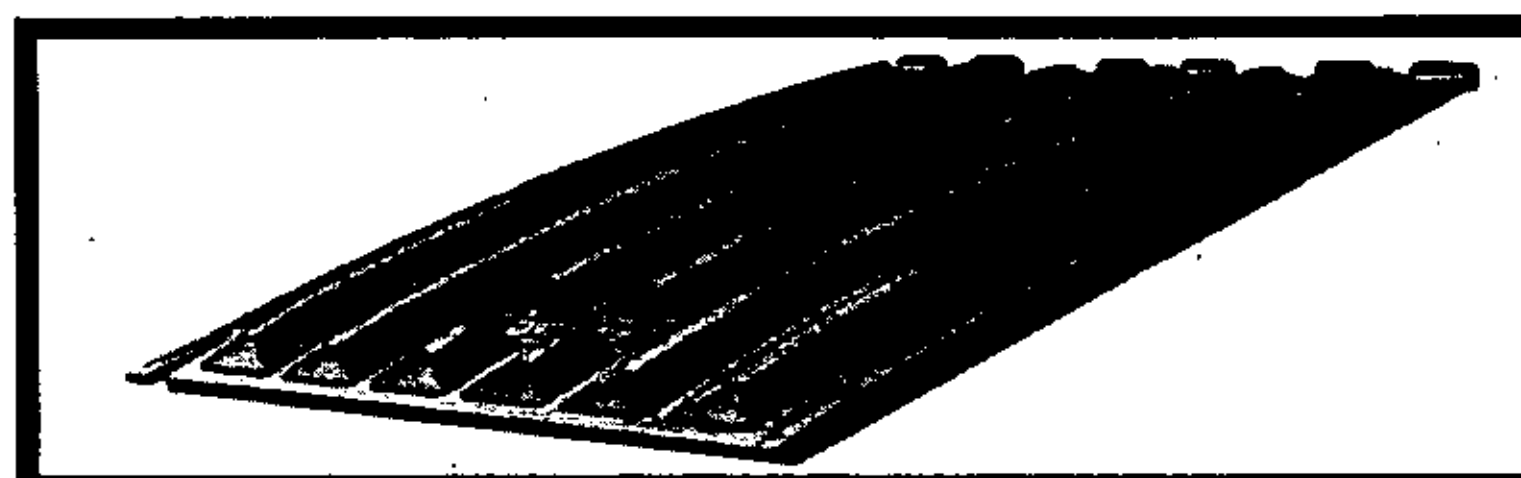
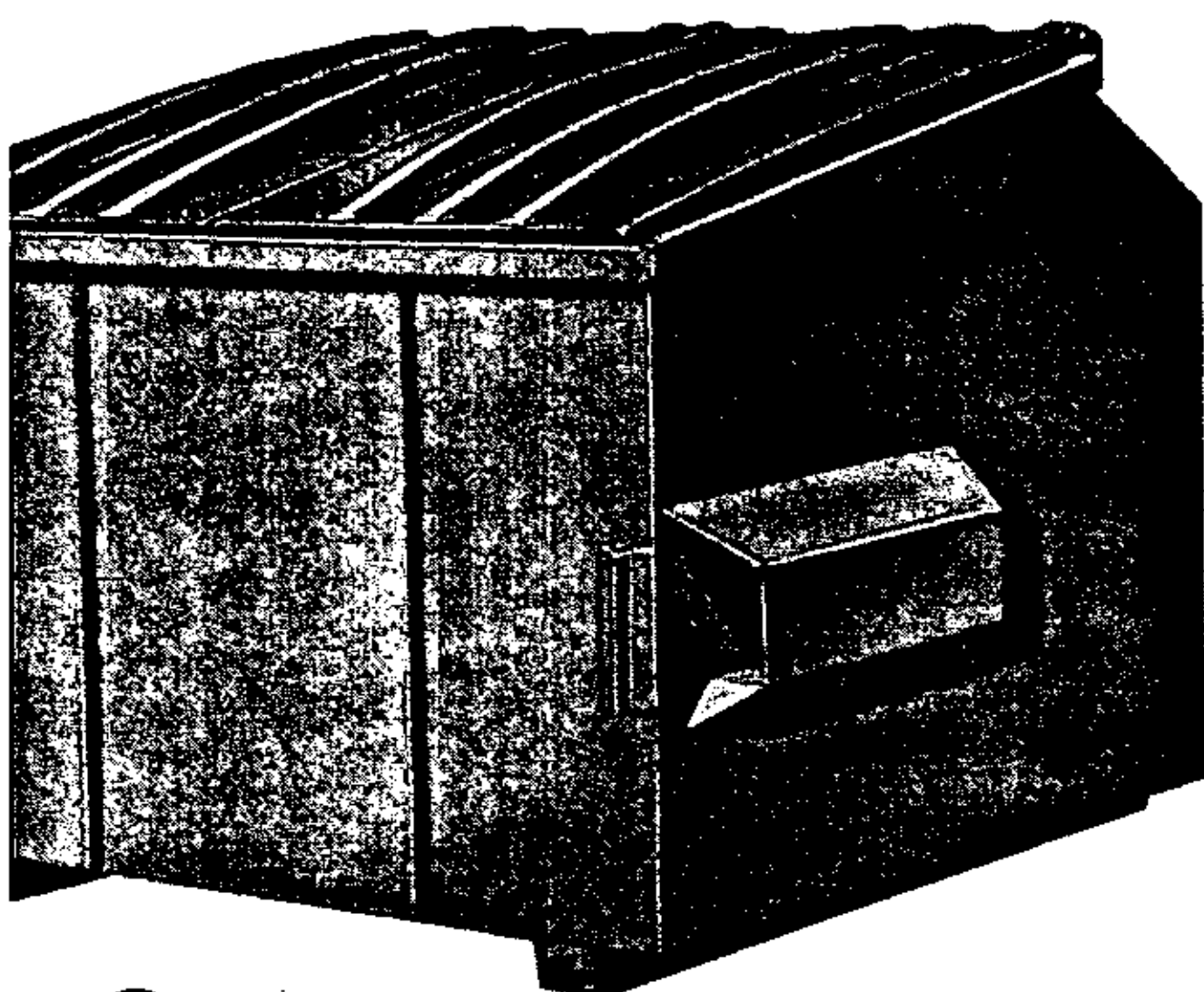
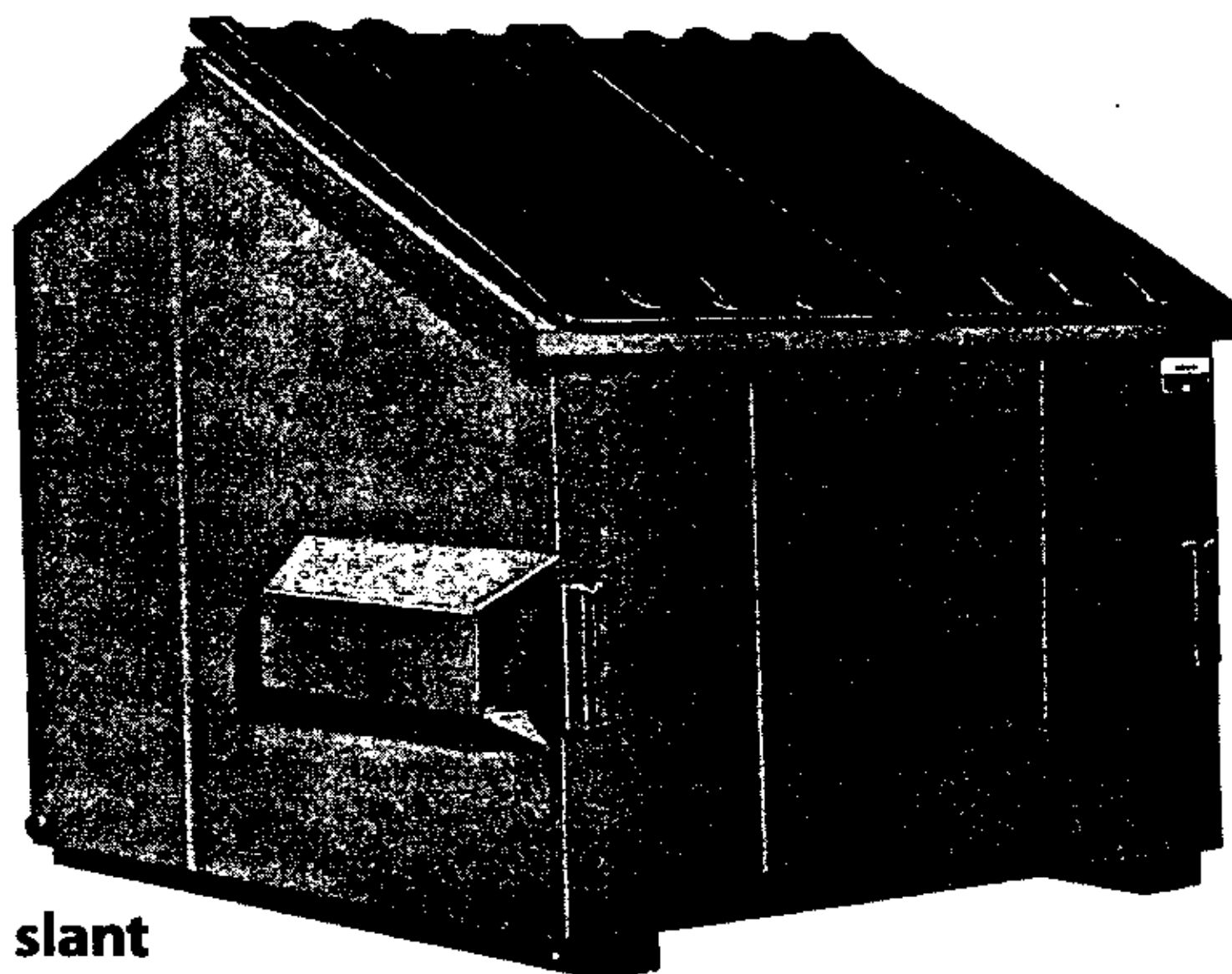
6 yd slant

t o m o r r o w ' s
t e c h n o l o g y
t o d a y

4 yd standard



8 yd slant



LOPPER 36" x 58" lid

- Strong/Durable
- Double Wall
- Resistant to Temperature Extremes
- 16 lbs. each

Bes-Pac

front load containers



MODEL	NOMINAL CAPACITY	LOADING HEIGHT	CONSTRUCTION SIDES	BOTTOM	LIDS (2 ea.)	DIMENSIONS (L x W x H)	APPROX. WEIGHT	TRUCKLOAD QUANTITY
FL2P	2 YD	37.5"	12 ga	12 ga	41" x 36"	36" x 71" x 37.5"	655 lbs	39
FL4P	4 YD	51.5"	12 ga	10 ga	58" x 36"	54" x 71" x 51.5"	822 lbs	20
FL6SLANT	6 YD	51.5"	12 ga	10 ga	58" x 36"	71" x 71" x 61.5"	926 lbs	16
FL6HB	6 YD	51.0"	12 ga	10 ga	58" x 36"	68" x 71" x 61.5"	1,055 lbs	14
FL8SLANT	8 YD	51.5"	12 ga	10 ga	58" x 36"	82" x 71" x 76.5"	1,028 lbs	7
FL8HB	8 YD	46.0"	12 ga	10 ga	58" x 36"	72" x 71" x 75.5"	1,125 lbs	8
FL8HB REC	8 YD	46.0"	12 ga	10 ga	58" x 36"	72" x 71" x 75.5"	1,125 lbs	8

Special container requirements are gladly quoted on request.

* 8 yd HB-Recycler has 6' x 36" loading slot in front wall and manual lid lock bar.

Loading height on 6 yd HB, 8 yd HB measured to bottom of side door.

FEATURES:

- 10 & 12 ga. HR Steel Construction
- "V" Crimps for Added Strength & Rigidity
- Watertight Construction
- Drain Holes w/Plugs
- Primer on Interior and Exterior
- Exterior Paint High Solids Enamel

OPTIONS:

- HD Casters 2YD-4 YD
- Plastic Side Doors 6 YD & 8 YD
- Special Interior Coatings

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standard codes, regulations and recommended safety procedures.



ENVIRONMENTAL INDUSTRY ASSOCIATIONS



WASTEC



Institute of Scrap Recycling Industries



WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com

tomorrow's
technology
today

Bes-Pac

A TRI-RISE COMPANY

tomorrow's
technology
today

rear load containers

RL-3P

QRL2A

BesPac

Bes-Pac rear loading containers are available in 1, 2, 3, 4, 6 and 8 yard capabilities. All sizes come with plastic lids. Heavy duty casters are standard on all 1, 2 and 3 yard containers and are optional on the 4 yard containers. All containers have provisions for drainage and are built to withstand the rigors of constant use. They are designed to require minimum maintenance.

WASTE HANDLING EQUIPMENT

WASTE HANDLING EQUIPMENT

P.O. BOX 2049 • EASLEY, SC 29641

864.859.6030 • 800.726.1439 • FAX 864.859.6414

rear loader containers

SPECIFICATIONS

dimensions (O.D.) in inches

MODEL	QRL2	RL3	RL4	RL6	RL8
A	36 5/8	76 3/4	87 1/2	120	158
B	63 13/16	64 3/8	64 3/8	64 3/8	64 3/8
C	40 1/4	42 1/8	49 1/2	49 1/2	49 1/2
D	29 13/16	48 1/2	50	82	120
Nominal Capacity	2 yds.	3 yds.	4 yds.	6 yds.	8 yds.
Loading Height	41	42 1/8	49 1/2	49 1/2	49 1/2
Body Wall	12 ga.	12 ga.	12 ga.	12 ga.	12 ga.
Floor	10 ga.	10 ga.	10 ga.	10 ga.	10 ga.
Pick-up Bar	1 1/4" bar	1 1/4" bar	1 1/4" bar	1 1/4" bar	1 1/4" bar
Lids	31" x 37"	31" x 37"	31" x 41"	31" x 37"	31" x 44"
Hinge	1/2" rod	1/2" dia.	1/2" dia.	1/2" dia.	1/2" dia.
Trunion Bar	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"
Casters	Yes	Opt.	Opt.	N/A	N/A
Approx. Weight	696 lbs.	714 lbs.	828 lbs.	1026 lbs.	1276 lbs.

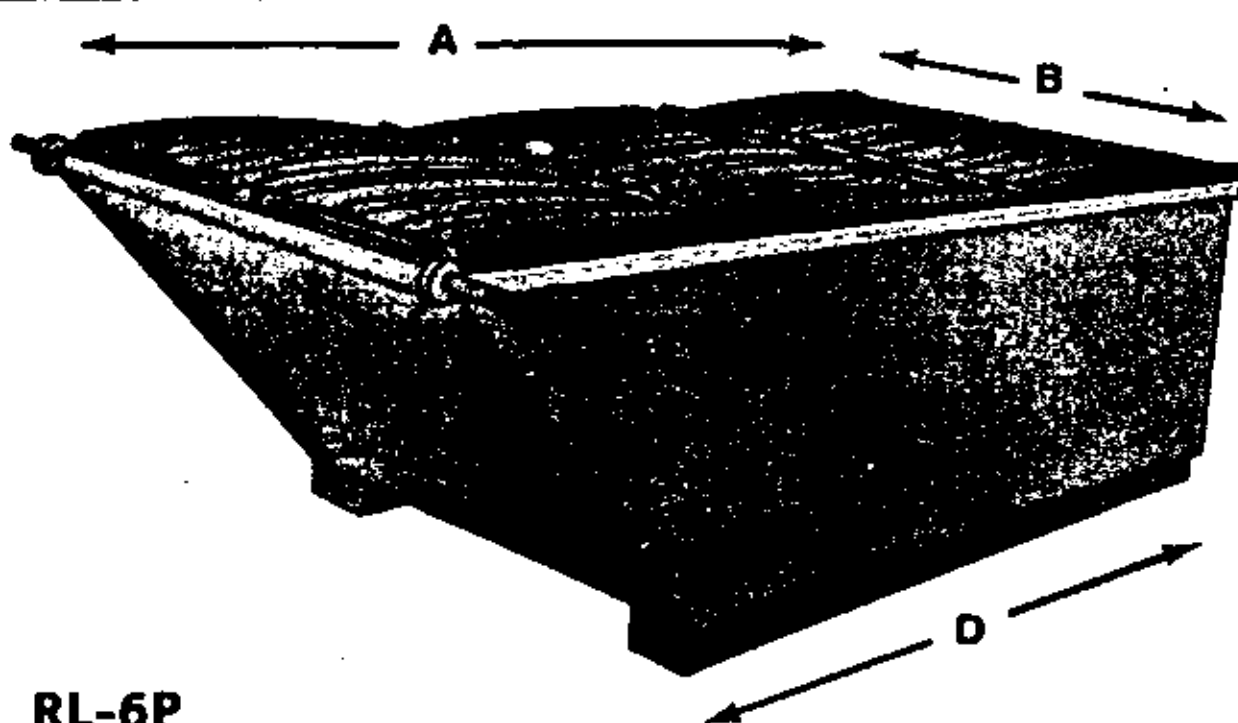
* Add 8" for casters

** Trunion bar lengths 77 1/2"-78" with or without washers

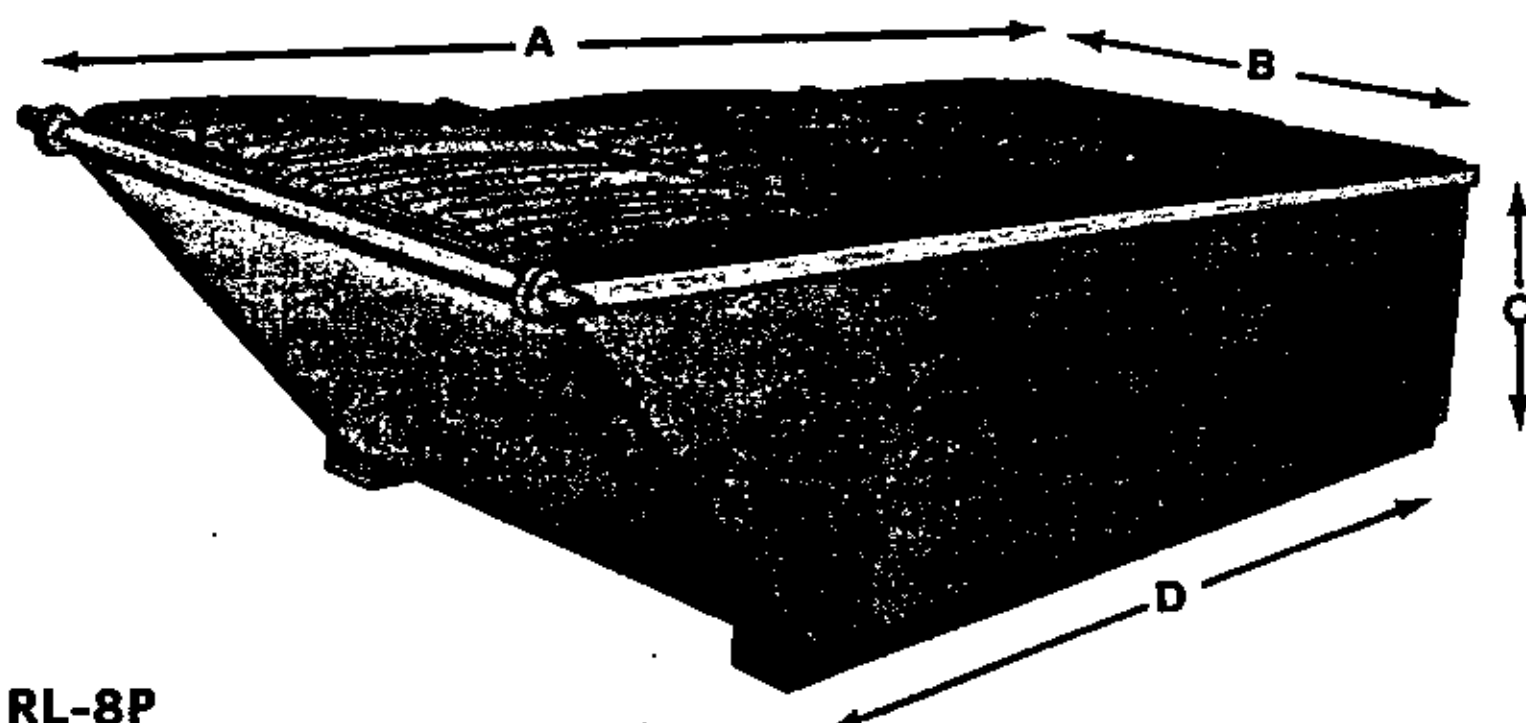
NOTE: containers can be nested for economical shipments

Ask about truckload quantities

Rear pick-up bar is 1 1/4" diameter solid steel bar



RL-6P



RL-8P

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published herein is informational in nature and should not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. Only our standard written warranty for this product is applicable. Product must be installed and operated in accordance with all applicable standards, codes, regulations and recommended safety procedures.

BesPac

WASTE HANDLING EQUIPMENT
P.O. BOX 2049 • EASLEY, SC 29641
864.859.6030 • 800.726.1439
FAX 864.859.6414 • www.bes-pac.com



ENVIRONMENTAL INDUSTRY ASSOCIATION



Institute of Scrap Recycling Industries



Mail or Deliver Bids To:

City of Fayetteville
Purchasing Office-Rm 306
113 W Mountain
Fayetteville, AR 72701

**REQUEST FOR BID
#01-56
SPECIFICATIONS**

SOLID WASTE CONTAINERS

*Prepared by
Solid Waste Division
City of Fayetteville, Arkansas*

ADVERTISEMENT FOR BIDS

Bid #01-56 2 to 8 Yard Solid Waste Containers

City of Fayetteville, Arkansas

Separate sealed bids for 2 to 8 Yard Solid Waste Containers, will be received by the City of Fayetteville, Arkansas, at the Office of the Purchasing Officer until 11:30 a.m., Oct 25, 2001, and then at said office publicly opened.

The Information for Bidders, Form of Bid, Specifications, and other documents may be examined at the following location:

City of Fayetteville
Purchasing Office
113 W. Mountain, Room 306
Fayetteville, Arkansas 72701

Copies may be obtained from the Purchasing Office located at the above address. The City reserves the right to waive any informalities or to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The City of Fayetteville is an Equal Opportunity Employer.

Peggy Vice, Purchasing Manager

INFORMATION FOR BIDDERS

1.0 RECEIPT AND OPENING OF BIDS: The CITY OF FAYETTEVILLE, ARKANSAS (herein called the "City"), invites bids on the project described in the Scope of Services. Bids will be received by the City at the Purchasing Office until 11:00 a.m. (Central Time), Oct. 25, 2001 and then at said office publicly opened. The envelopes containing the bid must be sealed, addressed to Purchasing Officer, City of Fayetteville at 113 W. Mountain St., Fayetteville, AR 72701 with bid number clearly visible.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

2.0 PREPARATION OF BID: Each bid must be submitted on the Bid for Unit Price form attached hereto. All blank spaces for bid prices must be filled in, in ink or typewritten, fully completed and executed when submitted. Each bid must be submitted in a separate sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City.

3.0 SUBCONTRACT(S): The Bidder will supply the names and addresses of all subcontractors to the City for approval. Also, the to be performed by each subcontractor must be stated.

4.0 TELEGRAPHIC MODIFICATION: Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modifications over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5.0 QUALIFICATIONS OF BIDDER: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder will furnish to the City all such information and data for this purpose as the City may request. If requested by the City, the three final Bidders will conduct a tour of their facilities wherein the City may further investigate the Bidders. Said visit and tour will be conducted within five (5) days of the date of bid opening and on a date to be selected by the City. The City reserves the right to reject any bid if the

evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the bid and to complete the work contemplated therein.

6.0 CONDITIONS OF WORK: Each Bidder must inform himself fully of the conditions relating to the performance of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this bid.

7.0 ADDENDA AND INTERPRETATION: No formal interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Gary Dumas, Utilities Service Director, City of Fayetteville, Arkansas, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued will become part of the bid documents.

8.0 LAWS AND REGULATIONS: The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the performance of the project will apply to the bid throughout, and they will be deemed to be included in the bid the same as though herein written out in full.

9.0 METHOD OF AWARD - LOWEST QUALIFIED BIDDER: The City will adhere to the selection process as set forth in the Administrative Policies and Procedures Manual. Copies of the applicable policies and procedures may be obtained from the Purchasing Officer.

10.0 OBLIGATION OF BIDDER: At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and bid documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document will in no way relieve any bidder from any obligation in respect of his bid.

BID FOR UNIT PRICE

Place: City of Fayetteville, Arkansas

Date: _____

Proposal of _____ (hereinafter called
"Bidder") a corporation, organized and existing under the laws of the State of _____, a
partnership, or an individual doing business as _____
_____.

To the City of Fayetteville, Arkansas (hereinafter called "City").

The Bidder, in compliance with your invitation for bids for Solid Waste Containers, having examined the specifications with related bid documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the bid documents and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the bid documents, of which this proposal is a part.

Bidder hereby proposes to perform the work described in the Bid Documents and Specifications for the following unit prices.

ITEM NO.	DESCRIPTION	UNIT PRICE
1.	Rear Load Container, 2 cubic yard	_____
2.	Front Load Container, 4 cubic yard	_____
3.	Front Load Container, 6 cubic yard	_____
4.	Front Load Container, 8 cubic yard	_____
5.	Front Load Recycling Container, 4 cubic yard	_____
6.	Front Load Recycling Container, 6 cubic yard	_____
7.	Front Load Recycling Container, 8 cubic yard	_____

The prices shall remain valid for the next 180 days after selection of winning bidder. The city may

make purchases of up to 300 containers of various sizes. All purchases will be in groups of no less than one truck load and may be as frequently as every two weeks. The above unit prices will include all labor, materials, equipment, overhead, profit, insurance, freight, shipping, handling, etc..., to cover the finished work called for delivered to the City. Bidder understands that the City reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder agrees that his bid will be good and may not be withdrawn for a period of sixty (60) calendar days after closing time for receiving bids.

Respectfully submitted:

By: _____

Title

(Business Address and Zip Code)

SEAL - (if bid by a
Corporation)

GENERAL SPECIFICATION

Rear Load Containers (2 cubic yards)

Front Load Containers (2 cubic yards)

Front Load Slant Top Containers (4, 6, & 8 cubic yards)

Section 10

10.01 Top Channels: Front, Rear, and Sides. All surrounding channels shall be at least 13 gauge steel and be formed into a "C" shape with a minimum height of three (3) inches, and a minimum width of one and one half (1½) inches.

10.02 Floor Supports. There shall be formed support channels two and one half (2½) inches wide and one and one half (1½) inches deep constructed on 10 gauge material. Side to Side: Three (3) each on the four yard containers, four (4) each on the six yard containers, and four (4) each on the eight yard containers.

10.03 "A" Frame Lifts. On "A" frame lift containers, the main vertical support channels shall be a formed one fourth (¼) inch steel channel at least three and three fourth (3¾) inches wide with a one and one half (1½) inch flange and run from the top to the bottom of the container. The backing plate and other component parts shall also be a minimum of one fourth (¼) inch plate. The only exceptions will be the front rail reinforcement channel and upper cross channel which will be at least seven (7) gauge steel. In addition, the pin holes shall be reinforced with an additional one fourth (¼) inch steel plate to provide a minimum of one half (½) inch total thickness at the pin holes. All containers shall have the "A" frame lifts continuously welded securing them to the container.

10.04 Hydraulic Lift Bar. All two yard rear loading containers should be equipped for use with a hydraulic lift bar.

10.05 Plastic Lids. Plastic lids shall be double walled and made of at least 25% post consumer plastic and contain high density polyethylene custom molded with premium quality U.V. stabilizers for flexibility and long life in any climate. Plastic lids shall be equipped with multiple hinge points and reinforcing ribs along with crowned design to assure complete water run-off, and the large front handles are molded in (no added pieces) for easy opening.

10.06 Lid and Rear Covers. The rear lid panel shall be a solid single piece with center crown to allow water to runoff the sides. Heavy duty hinges are required to maintain the structural integrity of the lid rod. A lid stop shall be attached to prevent lid hang-up on truck hopper cover. The standard lightweight, low maintenance, tow lid design with lid stop shall permit lids to remain open when required. The lids should close automatically when container is emptied.

10.07 Lid Hinge Rod. The lid hinge rod shall be a minimum of seven sixteenths (7/16) inches round, solid steel bar securely fastened at each end, yet removable for easy replacement. The lid hinge rod shall be plated for long lasting, trouble free hinge action.

10.08 Drain Hole. All containers shall have a one (1) inch drain hole for removal of excess fluids. The drain hole shall be fitted with a tight fitting plug designed so as not to allow liquid seepage. The plug shall also be made from material that will not allow it to rust to the drain hole and prevent removal.

10.09 Finish. All containers shall be cleaned of all weld splatter, loose rust and other foreign matter before painting. The cleaned surface shall be primed inside and outside with a quality rust inhibiting primer and allowed to dry before the finish coat is applied. The finish coat shall be #315(Burgundy) in color for two, four, six, and eight yard front and rear load containers and #441(Light Brown) for all four, six, and eight yard recycling containers. The colors listed are based on the Industrial Color Systems Selection Book. The finish shall be of a quality enamel applied with adequate coverage so as to protect the surface from the elements and to enhance the appearance of the container. All bidders please verify exact color selections prior to bidding. If bidders are unable to use said specified color choices, please send color swatches with bid.

10.10 Steel Specifications. All steel used in the container shall be new, free of excessive rust and be within standard mill tolerances for C1018 steel sheet. The minimum allowable thickness for steel gauges are as follows:

14 Gauge → Minimum .071"	10 Gauge → Minimum .127"
13 Gauge → Minimum .082"	7 Gauge → Minimum .171"
12 Gauge → Minimum .097"	¼ Gauge → Minimum .235"

10.11 End Panels. (4, 6, & 8 cubic yard containers → 12 gauge, 2 cubic yard containers → 14 gauge) The end panels shall be a one (1) piece tapered steel sheet and shall be designed in such a manner as to bend around the outside and bottom corners and overlap the adjoining panels thereby eliminating the need for corner welds in the body panels.

10.12 Main Body Panels. (4, 6, & 8 cubic yard containers → 12 gauge) The main body panels consisting of the front, rear, and floor panels shall be twelve (12) gauge steel and also designed in such a manner as to overlap the adjoining panel in such a manner as to eliminate the need for corner welds. (2 cubic yard containers) The main body panel shall be one piece, 14 gauge steel sheet extending down the front, across the bottom and up the rear side of the container.

10.13 Floor Panels. The floor panels shall be twelve (12) gauge steel and also designed in a manner to overlap the adjoining sides, back and front to eliminate the need for corner welds.

10.14 Casters. All two yard containers must come equipped with four (4) swivel 6" rubber tire casters.

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of DECEMBER 4, 2001

FROM:

<u>DON BAILEY</u>	<u>PERSONNEL</u>	<u>ADMIN. SERVICES</u>
Name	Division	Department

ACTION REQUIRED:

RENEWAL OF BCBS GROUP MEDICAL CONTRACT FOR POLICY YEAR 1-1-2002 THROUGH 12-31-2002

COST TO CITY:

<u>\$ *</u>	<u>\$ *</u>	
Cost of this Request	Category/Project Budget	Category/Project Name
<u>VARIOUS</u>	<u>\$ 0</u>	
Account Number	Funds Used To Date	Program Name
	<u>\$ *</u>	
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Manager _____ Administrative Services Director _____

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager _____	Date _____	Internal Auditor _____	Date _____
City Attorney _____	Date _____	ADA Coordinator _____	Date _____
Purchasing Officer _____	Date _____		

STAFF RECOMMENDATION:

ADOPT PLAN WITH EITHER A 300 OR A 500 DOLLAR DEDUCTIBLE

Don Bailey 11-19-01
Division Head Date

Cross Reference

Department Director _____ Date _____

New Item: Yes No

Administrative Services Director _____ Date _____

Prev Ord/Res #: _____

Mayor _____ Date _____

Orig Contract Date: _____

Orig Contract Number: _____

\DATA\BLANKFOR\AGENDA.BLK

* COST CONTINGENT ON EMPLOYER/EMPLOYEE ALLOCATION TO BE DETERMINED BY THE COUNCIL AS NOTED ON PAGE 3 OF ATTACHED LETTER. MAXIMUM PLAN COST TO THE CITY BASED ON THE AUGUST CENSUS AND ASSUMING THE CITY FUNDS 100% OF THE COST INCREASE IS:

@ 300 DEDUCTIBLE \$2,618,266

@ 500 DEDUCTIBLE \$2,302,366

EXAMPLES OF PREMIUM ALLOCATIONS ARE LISTED ON ATTACHMENT F.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and The Fayetteville City Council

FROM: Ted Webber, Administrative Services Director
Don Bailey, Personnel Director *DB*

DATE: November 16, 2001

SUBJECT: Employee Group Health Contract Renewal

The contract renewal date for the City's Blue Cross Blue Shield Group Health and Endorsed Dental Plan is January 1, 2002. Our current group contract was adopted by the Council 01-01-98. The term of this contract is for one year with four additional one year options for renewal to be exercised annually with the agreement of the City and Blue Cross. Exercising the 01-01-02 renewal is the fourth of the four one-year options for renewal.

The plan has consistently incurred unfavorable loss ratios over the past five years due to the escalating medical and drug cost. Although costly, this trend has proven manageable until the year 2002. The extreme escalation during the past 12 months however, is a wake up call that we cannot afford to maintain the current schedule of benefits. If we make no change, a combined rate increase of 53.7% is required. Based on a current participant count, a 53.7% increase equals \$1,128,453 annually.

There is no question that the cost of a major illness can lead to financial ruin of an individual without insurance protection. Major illness however has not been the defining component driving up the costs in the City's plan. Drug cost is a significant issue and linked to drugs are the office visits for minor illnesses with the demand for expensive name brand antibiotics.¹ There is considerable empirical evidence that the demand for medical services and drugs to treat these non-threatening illnesses is driven by the pharmaceutical promotional advertising and society's demand for an instant cure.² An economic incentive, ie cost sharing, which causes the consumer of medical services to more critically evaluate the alternatives, is perhaps the only viable answer to mitigate some of the plan cost escalation.³

¹ See Attachment "A" for additional facts specific to our plan.

² See Attachment "B" for facts pertaining to avoidable costs.

³ See Attachment "C" for 2002 recommended policy changes.

Access to medical services in Northwest Arkansas under any group plan, whether insured or self insured with a third party administrator, is accomplished through either the insurance company's proprietary network or a "rented" network. Otherwise, the patient and/or the plan is charged a "retail" cost for the visit or procedure. All of our references and research indicate Blue Cross has the most aggressive network cost control system of any network in the state. A network which effectively negotiates discounts plus conducts a stringent administrative audit can yield substantial savings.⁴

Acceptable competitive alternative sources of coverage for a large group in Fayetteville is virtually nonexistent. A number of negative factors confront healthcare underwriters when determining whether or not to compete in the Arkansas market.⁵ These factors have had a marked influence on the healthcare delivery system in Arkansas. Given the market situation we requested assistance from four sources other than Blue Cross for recommendations, possible options and other assistance in formulating a course of action. The Municipal League was requested to provide details of their group health plan. Their plan is bundled with some minimum life coverage. The coverage provided in some respects is less than we now have and in others duplicates coverage in our life products. The principle reasons for not giving this plan further consideration are (1) the City has no input or control over terms and conditions of the policy, (2) the policy is not subject to regulation by the Office of the State Insurance Commissioner and (3) the policy is written only for a term of six months, ie. the premium could change semi-annually.

Hagan Newkirk, an insurance, benefits and financial planning company in Little Rock, and Watson Wyatt, a benefits consulting firm with a nationwide presence, were requested to advise any options for coverage they could recommend. Each recommended as a source for insured coverage Blue Cross, United Health Care, AETNA and Signa who have a presence in Arkansas or as an alternative, self insurance with a third party administrator. However, of these companies, only Blue Cross has negotiated inclusion of Washington Regional Hospital in their network of healthcare facilities. There are two recommended third party administrators in Arkansas, US Able Administrators (a Blue Cross subsidiary) and CBS. Only US Able has Washington Regional Hospital in its network.

⁴See Attachment "D" for Aug 00 - July 01 cost savings report summary.

⁵See Attachment "E" for listing of factors.

The City employee group is large enough to be fully creditable, ie. independently rated as to risk. We have initiated a study to determine if retaining a Third Party Administrator and becoming self insured would result in a lower total program cost and/or if it is feasible. Given the status of healthcare economics, a number of questions must be considered such as: (1) should we terminate an insured plan at this time if there is a possibility future coverage would be difficult to purchase if self insurance proved unsatisfactory, (2) total cost of a third party administrator services, (3) cost and availability of stop loss, (4) large claims and organ transplant reinsurance, (5) the financial risk and variability of month to month charges, (6) assumption of plan design responsibility vs hiring a risk management consultant and (7) the possibility the additional administrative workload would require an additional staff employee.

Further study is underway to evaluate the viability of self-retained risk, a mailorder prescription option, defined contribution healthcare benefits, or other options that might be suggested. These are complex and substantial issues requiring careful evaluation. Any conclusions likely will not be available until early 2002.

Irrespective of how the health plan insurance may be administered in the future, the current escalating medical and drug cost trends suggest the only alternative to much higher employer costs is to shift more of the cost burden to the employees by perhaps adopting a plan limited to catastrophic coverage only with a deductible approaching \$1,000.00.

Recommended alternative policy changes for the year 2002 are summarized on Attachment "C". These changes were identified as yielding the greatest premium reduction while maintaining essential coverage. If implemented with a deductible of \$300.00 these changes would reduce the 2002 cost increase to 34% or \$715,226. With a deductible of \$500.00 the premium would be further reduced to 19% or \$399,326.⁶

The group dental, paid 100% by employees, does not present the renewal challenge such as we face with the group medical. Access to dental care will improve utilizing Delta Dental's larger network in Northwest Arkansas and a small premium reduction was achieved. 2002 premium for an employee will be \$13.89 and family \$45.84. The 2001 rates were \$14.26 and \$49.97 respectively.

We recommend the Council adopt the 2002 group plans as amended with the deductible amount and the actual allocation of premium increase contingent on funding priorities established by Council action.

⁶See Attachment "F" for 2001/2002 premium comparison and allocation.



Arkansas
BlueCross BlueShield
An Independent Licensee of the Blue Cross and Blue Shield Association

CITY OF FAYETTEVILLE FAYETTEVILLE PUBLIC LIBRARY

Illness Burden	0.90
----------------	------

Cost vs Expected for Illness Burden	1.03
-------------------------------------	------

Top Eight Episode Types

- Rhino Sinusitis (common cold)
- Routine exam
- Earache
- Minor skin rash
- Neuropsychiatry/Behavior disorder
- Sore throat
- Bronchitis
- Minor neck or back disorder

Analysis:

The "Illness Burden" is a comparison of the overall health of the City of Fayetteville employees based on claim diagnoses compared to all Blue Cross statewide membership. The City of Fayetteville has an illness burden of .90, which means the employees have 10% less severity of illness than the state average. In general, groups with older, sicker employees will have an illness burden greater than 1.00; while younger, healthier groups will have an illness burden of less than 1.00. One would therefore expect the City of Fayetteville to have a per member cost of approximately 10% below the rest of the state if everything else such as benefits and the efficiency of the community were equal.

The "Cost vs Expected for Illness Burden" of 1.03 indicates that the City's employees consume health care at a 3% higher rate than would be expected if they are located in the typical Arkansas community. In reality, northwest Arkansas is more cost effective than the rest of Arkansas. Medical costs here average 12% less than the rest of the state due to significant efficiency efforts by the medical communities in both Fayetteville and Rogers. This would indicate therefore that the City's employees are actually consuming approximately 15% more health care dollars than would a similar group with their illness burden in Washington County.

National studies indicate that approximately 1/3 of all health care expenses are avoidable. Although some of these expenses are due to physician behavior, a significant contributor to this statistic is the fact that people today see physicians for more minor problems than they did in the past. In reviewing the top eight reasons for physician visits, the majority of this groups visits are for minor problems that would get better 80-90% of the time regardless of physician actions (colds, skin rashes, sore throats, bronchitis neck and back pain). This generally indicates a benefit level which encourages over utilization of medical services.

ATT. A

Impact of Potentially Avoidable Care Is Staggering!

- 1/3 of all health care costs are avoidable
Source: United States Senate Labor and Human Resource Committee
- 60% of primary care office visits result in no direct medical benefit
- 54% of emergency room visits are for non-urgent problems
- 50% regional variation between admits, length of hospital stay, and procedures
Source: Agency for Healthcare Research and Quality
- 50 million antibiotic prescriptions for colds and flu each year, which result in no benefit and cause harm in resistant organisms and allergic reactions.
Source: American Academy of Family Physicians

CITY OF FAYETTEVILLE
FAYETTEVILLE PUBLIC LIBRARY

CHANGES EFFECTIVE 01-01-01	PROPOSED CHANGES EFFECTIVE 01-01-02
Dual Option CMM/PPO	PPO Option Only
Deductible raised from \$100 to \$200	Deductible raised from \$200 to \$300/\$500
Drug Card raised from \$3/\$10 to \$7/\$15/\$25	Drug Card raised from \$7/\$15/\$25 to \$10/\$30/\$50
	Adult wellness benefit reduced from 100% coverage to be subject to deductible and co-insurance. No change in Preventive Child Care. Adult limit raised to \$500 per calendar year. Members may go in or out-of-network.
	PSA test added to adult wellness, subject to deductible and co-insurance.
	Routine annual pelvic exam, pap smear and mammography benefit reduced from 100% coverage to be subject to deductible and co-insurance.
	Out-of-network stop-loss changed from \$4,000 to (-0-) no stop loss.

RUN TIME

17:24

ARKANSAS BLUE CROSS AND BLUE SHIELD
CHARGE SUMMARY REPORT
CITY OF FAYETTEVILLE
LOB - MEDICAL & DRUG

EXPENDITURE PROFILE

	AUG99 - JUL00	AUG00 - JUL01	DIFFERENCE	
	\$	\$	\$	%
REPORTED CHARGES	\$4,050,778	\$5,452,376	\$1,401,598	34.6%
ADMINISTRATIVE SAVINGS				
DUPLICATE CHARGES	\$779,280	\$1,150,789	\$371,510	47.7%
INCOMPLETE INFORMATION	\$205,270	\$229,920	\$24,650	12.0%
INELIGIBLE MEMBER	\$33,009	\$49,115	\$16,107	48.8%
SERVICE NOT COVERED	\$92,911	\$160,870	\$67,959	73.1%
WORKERS' COMP CLAIMS	\$592	\$249	(\$343)	-57.9%
MEDICAL CLAIMS REVIEW	\$108,725	\$65,965	(\$42,760)	-39.3%
TOTAL	\$1,219,788	\$1,656,909	\$437,121	35.8%
ELIGIBLE CHARGES	\$2,830,990	\$3,795,466	\$964,477	34.1%
NEGOTIATED SAVINGS				
NON-PPO PROVIDERS*	\$735,181	\$608,414	(\$126,767)	-17.2%
PPO PROVIDERS+	\$105,874	\$489,224	\$383,350	362.1%
TOTAL	\$841,055	\$1,097,639	\$256,584	30.5%
NEGOTIATED CHARGES	\$1,989,935	\$2,697,828	\$707,893	35.6%
PATIENT SHARE/COB/3RD PARTY	\$444,590	\$545,178	\$100,587	22.6%
PROVIDER WITHHOLD	\$0	\$0	\$0	0.0%
TOTAL PAYMENT	\$1,545,345	\$2,152,650	\$607,306	39.3%

EXPENDITURE PER EMPLOYEE

	MEDICAL/DRUG	DENTAL	TOTAL	MEDICAL/DRUG	DENTAL	TOTAL	% DIFFERENCE
							MEDICAL/DRUG DENTAL TOTAL
EMPLOYEES	570	0	0	591	0	0	3.6% 0.0%
MEMBERS	1,299	0	0	1,341	0	0	3.3% 0.0%
NEGOTIATED CHARGES/EMPLOYEE	\$3,489	\$0	\$3,489	\$4,566	\$0	\$4,566	30.9% 0.0%
NEGOTIATED CHARGES/MEMBER	\$1,532	\$0	\$1,532	\$2,012	\$0	\$2,012	31.3% 0.0%
PAID/EMPLOYEE	\$2,710	\$0	\$2,710	\$3,643	\$0	\$3,643	34.5% 0.0%
PAID/MEMBER	\$1,190	\$0	\$1,190	\$1,605	\$0	\$1,605	34.9% 0.0%
COMPLETION FACTOR FIRST YEAR	1.00						
COMPLETION FACTOR SECOND YEAR	1.00						
REGION - ALL							
JOINT VENTURE - ALL							
NETWORK - ALL							

* Negotiated savings are due to fee schedule and medical claims review reductions

+ Negotiated savings are due to fee schedule, PPO discounts and medical claims review reductions

ATT. D

REPORT # DW200
GROUP # 024813,090041,024814,090042,090042
ASSOC - ALL

DATE 10/30/01
RUN TIME 17:25

ARKANSAS BLUE CROSS AND BLUE SHIELD
DISTRIBUTION OF DOLLARS AND MEMBERS
CITY OF FAYETTEVILLE
LOB - MEDICAL & DRUG

TOTAL PAYMENTS	AUG99 - JUL00						AUG00 - JUL01						DIFF. IN % DISTRIBUTION	
	MEMBERS			PAID			MEMBERS			PAID				
	#	%	CUM. %	\$	%	CUM. %	#	%	CUM. %	\$	%	CUM. %	MEMBERS	PAID
< \$0	13	0.9%	0.9%	(\$29,235)	-1.9%	-1.9%	9	0.6%	0.6%	(\$1,312)	-0.1%	-0.1%	-33.3%	-96.8%
\$0	344	22.7%	23.5%	\$0	0.0%	-1.9%	370	23.5%	24.1%	\$0	0.0%	-0.1%	3.6%	0.0%
\$1 - \$499	701	46.2%	69.8%	\$130,447	8.4%	6.5%	668	42.4%	66.5%	\$107,780	5.0%	4.9%	-8.2%	-40.7%
\$500 - \$999	178	11.7%	81.5%	\$128,547	8.3%	14.9%	169	10.7%	77.3%	\$118,770	5.5%	10.5%	-8.6%	-33.7%
\$1,000 - \$2,499	151	10.0%	91.5%	\$238,053	15.4%	30.3%	188	11.9%	89.2%	\$299,978	13.9%	24.4%	19.9%	-9.5%
\$2,500 - \$4,999	67	4.4%	95.9%	\$236,410	15.3%	45.6%	87	5.5%	94.7%	\$302,796	14.1%	38.5%	25.1%	-8.1%
\$5,000 - \$9,999	33	2.2%	98.1%	\$225,179	14.6%	60.1%	51	3.2%	98.0%	\$354,822	16.5%	54.9%	48.9%	13.1%
\$10,000 - \$14,999	19	1.3%	99.3%	\$228,254	14.8%	74.9%	11	0.7%	98.7%	\$136,005	6.3%	61.3%	-44.2%	-57.2%
\$15,000 - \$19,999	2	0.1%	99.5%	\$34,932	2.3%	77.2%	5	0.3%	99.0%	\$89,318	4.1%	65.4%	140.8%	83.6%
\$20,000 - \$24,999	2	0.1%	99.6%	\$48,757	3.2%	80.3%	3	0.2%	99.2%	\$68,424	3.2%	68.6%	44.5%	0.7%
\$25,000 - \$49,999	3	0.2%	99.8%	\$104,577	6.8%	87.1%	9	0.6%	99.7%	\$310,507	14.4%	83.0%	188.9%	113.2%
\$50,000 - \$75,000	2	0.1%	99.9%	\$107,454	7.0%	94.0%	2	0.1%	99.9%	\$119,190	5.5%	88.6%	-3.7%	-20.4%
\$75,000 - \$99,999	1	0.1%	100.0%	\$91,970	6.0%	100.0%	0	0.0%	99.9%	\$0	0.0%	88.6%	-100.0%	-100.0%
\$100,000+	0	0.0%	100.0%	\$0	0.0%	100.0%	2	0.1%	100.0%	\$246,373	11.4%	100.0%	0.0%	0.0%
TOTAL	1,516			\$1,545,345			1,574			\$2,152,650				

REGION - ALL
JOINT VENTURE - ALL
NETWORK - ALL

ATT. D

REPORT # DW2009A
GROUP # 024813,090041,024814,090042,090042
ASSOC - ALL

RUN DATE 10/30/01
RUN TIME 17:25

ARKANSAS BLUE CROSS AND BLUE SHIELD
SUMMARY PLACE OF SERVICE
CITY OF FAYETTEVILLE
LOB - MEDICAL & DRUG

	AUG99 - JUL00			AUG00 - JUL01			DIFFERENCE	
	PAYMENT	%	COST/ MEMBER	PAYMENT	%	COST/ MEMBER	COST/ MEMBER	%
INPATIENT								
FACILITY	\$405,085	26.2%	\$312	\$699,402	32.5%	\$522	\$210	67.2%
PHYSICIAN	\$92,315	6.0%	\$71	\$173,159	8.0%	\$129	\$58	81.7%
TOTAL INPATIENT	\$497,400	32.2%	\$383	\$872,561	40.5%	\$651	\$268	69.9%
OUTPATIENT								
ER FACILITY	\$39,884	2.6%	\$31	\$43,261	2.0%	\$32	\$2	5.0%
FACILITY	\$178,040	11.5%	\$137	\$229,848	10.7%	\$171	\$34	25.0%
PHYSICIAN	\$95,824	6.2%	\$74	\$112,291	5.2%	\$84	\$10	13.5%
TOTAL OUTPATIENT	\$313,748	20.3%	\$242	\$385,401	17.9%	\$287	\$46	19.0%
PCP OFFICE	\$111,345	7.2%	\$86	\$143,955	6.7%	\$107	\$22	25.2%
SPECIALIST OFFICE	\$250,633	16.2%	\$193	\$345,622	16.1%	\$258	\$65	33.5%
DRUGS	\$321,421	20.8%	\$248	\$354,237	16.5%	\$264	\$17	6.7%
OTHER	\$50,797	3.3%	\$39	\$50,875	2.4%	\$38	(\$1)	-3.0%
DENTAL	\$0	0.0%	\$0	\$0	0.0%	\$0	\$0	0.0%
GRAND TOTAL	\$1,545,345	100.0%	\$1,190	\$2,152,650	100.0%	\$1,605	\$415	34.9%

COMPLETION FACTOR FIRST YEAR 1.00
COMPLETION FACTOR SECOND YEAR 1.00

REGION - ALL
NETWORK - ALL
JOINT VENTURE - ALL

Medipak claims are not included in this analysis.



Arkansas
BlueCross BlueShield
An Independent Licensee of the Blue Cross and Blue Shield Association

FACTORS INFLUENCING HEALTH CARE COSTS IN ARKANSAS

<u>Indicator</u>	<u>Rate</u>
• Women who receive first trimester prenatal care	9% <u>below</u> US Average
• Births to women under age 18	45% <u>above</u> US Average
• Infant Mortality	27% <u>above</u> US Average
• Low birth weight infants	15% <u>above</u> US Average
• Mortality from auto accidents	24% <u>above</u> US Average
• Mortality from all accidents	19% <u>above</u> US Average
• Mortality from heart disease	31% <u>above</u> US Average
• Mortality from cancer	25% <u>above</u> US Average
• Mortality from stroke	52% <u>above</u> US Average
• Mortality from emphysema	19% <u>above</u> US Average

*Data source is the U.S. Public Health Service.

ATT. E



Arkansas
BlueCross BlueShield
An Independent Licensee of the Blue Cross and Blue Shield Association

STATE HEALTH RANKING: ARKANSAS

Since 1990, Arkansas has failed to match other states' improvement in smoking, reduction in risk for heart disease, or decreases in infant mortality. The state has decreased the reported rate of infectious diseases.

	<u>2000</u>	<u>1999</u>	<u>1990</u>
<u>Overall Ranking</u>	46	50	47
<u>Lifestyle</u>			
Prevalence of Smoking	46	40	35
Motor Vehicle Deaths	42	45	47
Violent Crime	29	29	23
Risk for Heart Disease	47	46	19
High School Graduation	20	28	17
<u>Access</u>			
Unemployment	32	41	41
Adequacy of Prenatal Care	41	46	46
Lack of Health Insurance	42	48	45
Support for Public Health Care	42	41	41
<u>Occupational Safety & Disability</u>			
Occupational Fatalities	37	45	41
Limited Activity	40	47	49*
<u>Disease</u>			
Heart Disease	40	34	34
Cancer Cases	45	46	43
Infectious Disease	21	25	35
<u>Mortality</u>			
Total Mortality	45	42	35
Infant Mortality	44	38	30
Premature Death	47	45	43

*Data source is from the annual study by the United Health Group. Methodology may have changed since initial rankings.

ATT. E

AUGUST 1, 2001 GROUP MEDICAL (EXCLUDING DENTAL)

AUGUST CENSUS

COVERAGE	CLASS	NUMBER OF EMPLOYEES	MONTHLY PREMIUM	
CMM	SINGLE	51	\$197.16	\$10,055.16
CMM	FAMILY	49	\$477.13	\$23,379.37
PPO	SINGLE	209	\$159.84	\$33,406.56
PPO	FAMILY	283	\$382.60	<u>\$108,275.80</u>
				\$175,116.89 X 12 = \$2,101,403 ANNUALIZED 01

01-01-02 to 12-31-02 (PROJECTING AUGUST CENSUS) WITH A \$300.00 DEDUCTIBLE

2001 PREMIUM SCHEDULE

	SINGLE	FAMILY		
CMM				
EMPLOYEE PD	\$37.32	\$144.33		
EMPLOYER PD	<u>\$159.84</u>	<u>\$332.80</u>		
	\$197.16	\$477.13		
PPO				
EMPLOYEE PD	\$0.00	\$49.79		
EMPLOYER PD	<u>\$159.84</u>	<u>\$332.81</u>		
	\$159.84	\$382.60		
PPO	SINGLE	260	\$219.88	\$57,168.80
PPO	FAMILY	332	\$534.79	<u>\$177,550.28</u>
				\$234,719.08 X 12 = <u>\$2,816,629</u> ANNUALIZED 02
				\$715,226 INCREASE (34%)

2002 PREMIUM SCHEDULE - ALLOCATION EXAMPLES

* EMPLOYEES PAYS 100% OF INCREASE

		SINGLE	FAMILY
PPO	EMPLOYEE PD*	\$60.04	\$201.98
PPO	EMPLOYER PD	<u>\$159.84</u>	<u>\$332.81</u>
		\$219.88	\$534.79

* EMPLOYEE/EMPLOYER SHARE INCREASE 50/50

PPO	EMPLOYEE PD*	\$30.02	\$125.88
PPO	EMPLOYER PD	<u>\$189.86</u>	<u>\$408.91</u>
		\$219.88	\$534.79

* EMPLOYER PAYS 100% OF INCREASE

PPO	EMPLOYEE PD*	\$0.00	\$49.79
PPO	EMPLOYER PD	<u>\$219.88</u>	<u>\$485.00</u>
		\$219.88	\$534.79

* RATES DO NOT INCLUDE 100% EMPLOYEE PAID DENTAL
2002 PREMIUM

EMPLOYEE ONLY	\$13.89
FAMILY	\$45.84

ATT. F

01-01-02 to 12-31-02 (PROJECTING AUGUST CENSUS) WITH A \$500.00 DEDUCTIBLE

PPO	SINGLE	260	\$195.22	\$50,757.20		
PPO	FAMILY	332	\$474.81	<u>\$157,636.92</u>		
				\$208,394.12	X 12 =	\$2,500,729
						\$399,326
						ANNUALIZED 02
						INCREASE (19%)

2002 PREMIUM SCHEDULE - ALLOCATION EXAMPLES

* EMPLOYEES PAYS 100% OF INCREASE

		SINGLE	FAMILY
PPO	EMPLOYEE PD*	\$35.38	\$142.00
PPO	EMPLOYER PD	<u>\$159.84</u>	<u>\$332.81</u>
		\$195.22	\$474.81

* EMPLOYEE/EMPLOYER SHARE INCREASE 50/50

PPO	EMPLOYEE PD*	\$17.69	\$71.00
PPO	EMPLOYER PD	<u>\$177.53</u>	<u>\$403.81</u>
		\$195.22	\$474.81

* EMPLOYER PAYS 100% OF INCREASE

PPO	EMPLOYEE PD*	\$0.00	\$49.79
PPO	EMPLOYER PD	<u>\$195.22</u>	<u>\$425.02</u>
		\$195.22	\$474.81

* RATES DO NOT INCLUDE 100% EMPLOYEE PAID DENTAL
2002 PREMIUM

EMPLOYEE ONLY	\$13.89
FAMILY	\$45.84

November 27, 2001

**AGENDA SESSION
FOR
CITY COUNCIL MEETING
DECEMBER 4, 2001**

ADDITIONAL INFORMATION:

1. **OFFER AND ACCEPTANCE:** Information for Item C. 2.
2. **OFFER AND ACCEPTANCE:** Information for Item C. 3.

THE CITY OF FAYETTEVILLE, ARKANSAS

**TENTATIVE AGENDA
CITY COUNCIL
DECEMBER 4, 2001**

A meeting of the Fayetteville City Council will be held on December 4, 2001 at 6:30 p.m. in Room 219, of the City Administration Building, located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES .**
2. **LAKE SEQUOYAH:** A resolution awarding a contract to Richard Utley in the amount of \$23,700 for the operation of the Lake Sequoyah boat dock.
3. **BID 01-53:** A resolution awarding Bid 01-53 to Police Supply d/b/a Cruiser Tech of Tulsa, Oklahoma, for the purchase of one hundred and fifty Smith and Wesson Model 4006TSW, less the trade-in of City owned guns; and approval of a budget adjustment.
4. **MOTOROLA:** A resolution approving a radio maintenance contract with Motorola Inc. in the amount of \$21,087.43. This contract is to cover the radio equipment previously owned by the City that is not covered under the warranty of the new system.
5. **TCA CABLE:** A resolution authorizing the TCA Cable Partners to continue to operate the cable communications system.

6.

Remove

~~**AIRPORT DRAINAGE:** A resolution approving a contract in the amount of \$41,022.14 with John P. Marinoni Construction Co., to construct trench drains in the T-hangar ramp. A grant has been approved by the Arkansas State Aeronautics Commission and the City will be responsible for 25% of the cost. A budget adjustment for the funding of this project was approved by City Council on July 3 for \$19,085.~~

last

MITCHELL OIL: A resolution approving a contract with Mitchell Oil Co., Inc., for the purchase of gasoline and diesel fuel for the City of Fayetteville vehicles and equipment and to provide a fueling facility.

~~**ADM 01-42.00:** A resolution amending the Planning Area Boundary.~~

Remove 8.

B. OLD BUSINESS

1. **RZN 01-17.00:** An ordinance approving rezoning request RZN 01-17.00 as submitted by Cynthia Beard and Williams M. Center for property located on the southeast corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.13 acres. The request is rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the October 16, 2001, meeting left on the second reading then tabled at the November 6, 2001 meeting.
2. **RZN 01-18.00:** An ordinance approving rezoning request RZN 01-18.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located on the Southwest corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 19.39 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the October 16, 2001, meeting and tabled at the November 6, 2001 meeting.
3. **RZN 01-19.00:** An ordinance approving rezoning request RZN 01-19.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located south of 15th Street between Beechwood Avenue and Razorback Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.86 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the first reading at the October 16, 2001, meeting and tabled at the November 6, 2001 meeting.
4. **ANX 01-4.00:** An ordinance approving annexation request ANX 01-4.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area. The ordinance was left on the first reading at the November 20, 2001 meeting. 15
5. **RZN 01-22.00:** An ordinance approving rezoning request RZN 01-22.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The property is zoned A-1, Agricultural, and contains approximately 30.99 acres. The request is to rezone to R-1, Low Density Residential. The ordinance was left on the first reading at the November 20, 2001 meeting.
6. **CIP:** A resolution approving the CIP for 2002-2006.

C. NEW BUSINESS

1. **VAC 01-8.00:** An ordinance approving vacation request VAC 01-8.00 as submitted by Dave ~~Fulton~~ on behalf of Gerald Tomlinson for property located at 2522 S. College (lot 12) of Taylor Estates). The property is zoned R-1, Low Density Residential and contains approximately 0.10 acres. The request is to vacate an existing utility easement.

2. **OFFER AND ACCEPTANCE:** A resolution approving the offer and acceptance contract between the City of Fayetteville and the Board of Trustees of the University of Arkansas for the sale of 4.05 acres of land on South School Street (Genesis Site) for the price of \$459,000, less associated closing costs.

3. **OFFER AND ACCEPTANCE:** A resolution approving the offer and acceptance contract between the City of Fayetteville and Bryan Walker III, dated August 13, 2001, for the purchase of 32.91 acres of land on the east side of South School Street (across from Genesis Site) for a price of \$360,000, plus associated closing costs where applicable. *APPROVAL OF BUDGET ADJUSTMENT.*

4. **BID #01-57:** A resolution authorizing up to \$100,000 for compactors and roll-off style compactor containers for lease or purchase by commercial and industrial customers to Best Pac, Easley S.C. and purchase up to \$20,000 for open-top roll-off style containers for lease to Solid Waste customers to waste equipment-Mayfab of Beeville, TX.

5. **BID # 01-56:** A resolution authorizing purchase up to \$55,008 for 2 to 8 yard containers for the Solid Waste Division for lease and/or purchase of Multi-family and small commercial customers and approval of budget adjustment,

6. **BC/BS:** Approval of a contract with Blue Cross and Blue Shield of Arkansas for the policy year January 1, 2002 through December 31, 2002.

7. **PAY PLAN:** Discussion and approval of amendments to the City's pay plan.

8. **BUDGET:** A resolution approving the 2002 Operating Budget.

Mandy
Duncan
Impact fee.
1:30 Rem.?
State holders
mtg.

~~Read~~

2:30 5:30 weekly
Budget

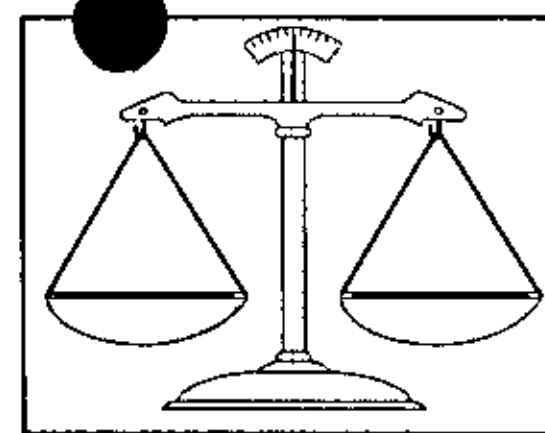
mandy.
5:30 pay plan

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor

THRU: **Heather Woodruff**, City Clerk

FROM: **Kit Williams**, City Attorney

A handwritten signature in dark ink, appearing to read 'Kit Williams', written over a horizontal line.

DATE: **December 5, 2001**

RE: **Passed Ordinances and Resolutions from City Council
meeting of December 4, 2001**

The following Ordinances and Resolutions were passed at
the last City Council meeting.

Enclosed are:

1. **Lake Sequoyah:** Resolution awarding contract to
Richard Utley in amount of \$23,700 for operation
of boat dock
2. **Bid 01-53:** Resolution awarding bid to Police
Supply for purchase of 150 Smith and Wessons,
less trade-in of City owned guns; and approval of
budget adjustment
3. **Motorola:** Resolution approving radio
maintenance contract w/Motorola in amount of
\$21,087.43

4. **TCA Cable** Resolution authorizing TCA Cable Partners to continue to operate the cable system
5. **Mitchell Oil:** Resolution approving contract w/Mitchell Oil for purchase of gasoline and diesel fuel for City vehicles/equipment and to provide fueling facility
6. **Bid 01-57:** Resolution authorizing up to \$100,000 for compactors and roll-off style compactor containers for lease or purchase by commercial and industrial customers and purchase up to \$20,000 for open-top roll-off style containers
7. **Bid 01-56:** Resolution authorizing purchase up to \$55,008 for 2 to 8 yard containers for Solid Waste Division
8. **RZN 01-17.00:** Ordinance approving rezoning request as submitted by Cynthia Beard and William M. Center
9. **RZN 01-18.00:** Ordinance approving rezoning request as submitted by Bill McClard of Lindsey & Assoc. on behalf of Cynthia Beard and William M. Center; Request is to rezoning to R-2
10. **RZN 01-19.00:** Ordinance approving rezoning request as submitted by Bill McClard of Lindsey & Assoc. on behalf of Cynthia Beard and William M. Center; Request is to rezone to C-2
11. **CIP:** Resolution approving CIP for 2002-2006

12. **Offer & Acceptance:** Resolution approving offer & acceptance contract between City and Board of Trustees of U of A for land for price of \$459,000.00
13. **Offer & Acceptance:** Resolution approving offer & acceptance contract between City of Fayetteville and Bryan Walker III for land for a price of \$360,000.00
14. **BC/BS:** Approval of contract w/ Blue Cross-Blue Shield for 1-1-02 through 12-31-02
15. **Pay Plan:** Resolution approving amendments to City's Pay Plan
16. **Budget Adjustment:** Resolution to approve budget adjustment for wage and salary survey for City's Pay Plan

015 03

23ty of Fayetteville

12/04/2001

11/01/2001 - 11/30/2001

Maintenance/Inquiry

9:28:26

Exp...:

6 Matches

Cont.:

ORD

Sel- (B=Browse)

Sel Ref.

Date

Item

Action

Brief Description

(P=Print)

ORD 11/06/2001 4344

RZN 01-16/MILLENNIUM/LANZENBY

ORD 11/06/2001 4345

LEVING TAX/REAL & PERSONAL PROPERTY

ORD 11/06/2001 4346

ANNEXATION/4840 CONSTITUTION DRIVE

ORD 11/06/2001 4347

REZONING/302 S GREGG ST/PANCAKE

ORD 11/06/2001 4348

REZONING PETITION RZN 01-21.00

ORD 11/20/2001 4350

DEDICATION PUBLIC STREETS/ALLEYS

(start w / 4351)

Cmd1-Return

Roll Keys

Page 1 of 1

Cmd3-End

Press 'ENTER' to Continue

(c) 1986-1992 Munimetrix Systems Corp.

015 03

23ty of Fayetteville

12/04/2001

11/01/2001 - 11/30/2001

Maintenance/Inquiry

9:27:41

Exp...:

-

10 Matches

Cont.:

-

Sel- (B=Browse)

Sel Ref.

Date

Item

Action

Brief Description

(P=Print)

RES

11/06/2001

147

MEYER SCHERER ROCKCASTLE/LIBRARY

RES

11/06/2001

148

RENOVATIN OF WILSON PRK TENNIS CURT

RES

11/06/2001

149

PHOENIX RECYCLING/TRASH BAGS

RES

11/06/2001

150

DISADVANTAGE BUSINESS ENTERPRISE

RES

11/06/2001

151

PURCHASE ACRES/ARK. & MISSOURI RR

RES

11/06/2001

152

BUDGET ADJUSTMENT TO SALES TAX

RES

11/20/2001

153

MOTOROLA/PURCHASE RADIO REPEATR

RES

11/20/2001

154

COST-SHARE/ST JOSEPH'S CATHOLIC CH

RES

11/20/2001

155

CONSTRUCT TRENCH DRAINS/DRAKE FIELD

RES

11/20/2001

156

FREEZE OF CITY EMPLOYEES

Page 1 of 1

Cmd1-Return

Roll Keys

Cmd3-End

Press 'ENTER' to Continue

(c) 1986-1992 Munimetrix Systems Corp.

RES (12-03-01) (157)

Approving the transfer of funds in
amt of \$12, 471.00 to Ozark
Regional Transit, Inc. & approving
a budget adjustment in the above
amt for same

(start w/158-01)



**CITY OF FAYETTEVILLE
FINAL AGENDA
CITY COUNCIL**

A meeting of the Fayetteville City Council will be held on December 4, 2001, at 6:30 p.m. in Room 219, of the City Administration Building, located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. APPROVAL OF THE MINUTES

2. LAKE SEQUOYAH: A resolution awarding a contract to Richard Utley in the amount of \$23,700 for the operation of the Lake Sequoyah boat dock.

3. BID 01-53: A resolution awarding Bid 01-53 to Police Supply d/b/a Cruiser Tech of Tulsa, Oklahoma, for the purchase of one hundred and fifty Smith and Wesson Model 4006TSW, less the trade-in of City owned guns; and approval of a budget adjustment.

4. MOTOROLA: A resolution approving a radio maintenance contract with Motorola Inc. in the amount of \$21,087.43. This contract is to cover the radio equipment previously owned by the City that is not covered under the warranty of the new system.

5. TCA CABLE: A resolution authorizing the TCA Cable Partners to continue to operate the cable communications system.

6. MITCHELL OIL: A resolution approving a contract with Mitchell Oil Co., Inc., for the purchase of gasoline and diesel fuel for the City of Fayetteville vehicles and equipment and to provide a fueling facility.

7. BID #01-57: A resolution authorizing up to \$100,000 for compactors and roll-off style compactor containers for lease or purchase by commercial and industrial customers to Best Pac, Easley S.C. and purchase up to \$20,000 for open-top roll-off style containers for lease to Solid Waste customers to waste equipment-Mayfab of Beeville, TX.

8. BID #01-56: A resolution authorizing purchase up to \$55,008 for 2 to 8 yard containers for the Solid Waste Division for lease and/ or purchase of Multi-family and small commercial customers and approval of budget adjustment.

B. OLD BUSINESS

1. RZN 01-17.00: An ordinance approving rezoning request RZN 01-17.00 as submitted by Cynthia Beard and Williams M. Center for property located on the southeast corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.13 acres. The request is rezoned to R-2, Medium Density Residential. The ordinance was left on the first reading at the October 16, 2001, meeting left on the second reading then tabled at the November 6, 2001 meeting.

2. RZN 01-18.00: An ordinance approving rezoning request RZN 01-18.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located on the Southwest corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 19.39 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the October 16, 2001, meeting and tabled at the November 6, 2001 meeting.

3. RZN 01-19.00: An ordinance approving rezoning request RZN 01-19.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located south of 15th Street between Beechwood Avenue and Razorback Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.86 acres. The request is to rezone to C-2, Thoroughfare Commercial. The ordinance was left on the first reading at the October 16, 2001, meeting and tabled at the November 6, 2001 meeting.

4. ANX 01-4.00: An ordinance approving annexation request ANX 01-4.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning area. The ordinance was left on the first reading at the November 20, 2001 meeting.

5. RZN 01-22.00: An ordinance approving rezoning request RZN 01-22.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The property is zoned A-1, Agricultural, and contains approximately 30.99 acres. The request is to rezone to R-1, Low Density Residential. The ordinance was left on the first reading at the November 20, 2001 meeting.

6. CIP: A resolution approving the CIP for 2002-2006.

C. NEW BUSINESS

1. VAC 01-8.00: An ordinance approving vacation request VAC 01-8.00 as submitted by Dave Fulton on behalf of Gerald Tomlinson for property located at 2522 S. College (lot 12 of Taylor Estates). The property is zoned R-1, Low Density Residential and contains approximately .10 acres. The request is to vacate an existing utility easement.

2. OFFER AND ACCEPTANCE: A resolution approving the offer and acceptance contract between the City of Fayetteville and the Board of Trustees of the University of Arkansas for the sale of 4.05 acres of land on South School Street (Genesis Site) for the price of \$459,000, less associated closing costs.

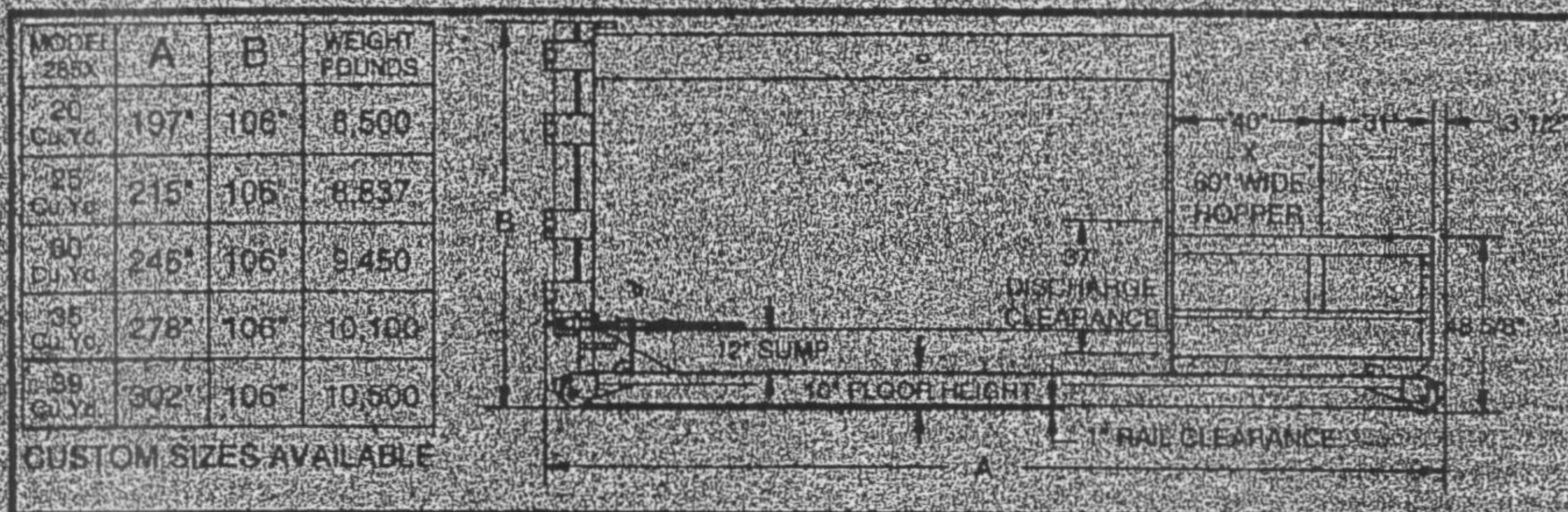
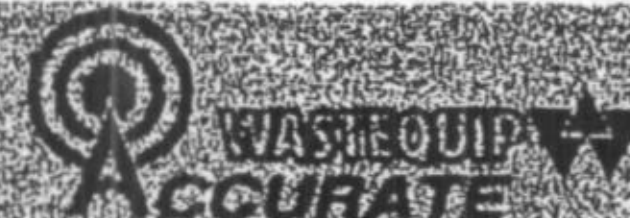
3. OFFER AND ACCEPTANCE: A resolution approving the offer and acceptance contract between the City of Fayetteville and Bryan Walker III, dated August 13, 2001, for the purchase of 32.91 acres of land on the east side of South School Street (across from Genesis Site) for a price of \$360,000, plus associated closing costs where applicable and the approval of a budget adjustment.

4. BC/BS: Approval of a contract with Blue Cross and Blue Shield of Arkansas for the policy year January 1, 2002 through December 31, 2002.

5. PAY PLAN: Discussion and approval of amendments to the City's pay plan.

6. BUDGET: A resolution approving the 2002 Operating Budget.

COMPACTOR MODEL:

285X**CHARGING BOX CAPACITY**

1. MANUFACTURERS RATING: 2.00 CU YD
2. WASTEC RATING: 1.90 CU YD
3. HOPPER WIDTH: 60.00"
4. HOPPER LENGTH: 40.00"
5. RAM HEIGHT: 29.25"
6. RAM PENETRATION: 8.00"
7. COMPACTOR WEIGHT WITH P.U.: 3,700 LBS

RAM DETAILS

1. 1/2 inch thick ram face plate with 3/4 inch thick stiffener plates
2. Ram base is 3/4 inch flat bar with 8 x 2 tube framing
3. Ram top is 1/4 inch plate with 4 inch channels @ 12 inch spacing
4. Ram sides are framed with 1/4 wall tube
- 5.
- 6.
- 7.

PACKER FABRICATION DETAILS

1. 1/2 inch thick floor plate with 3 x 2 tube @ 12 inch spacing
2. 1/4 inch thick side plates with 4 x 3 tube vertical stiffeners and 3 x 2 tube horizontal stiffeners
3. Top rail is 6 x 3 x 3/16 tube
Bottom rail is 5 x 3 x 3/8 angle-gusseted
4. Breaker bar is 6 x 6 x 3/4 angle
5. 1 x 4 plate stiffened with 4 x 3 tube tied to 4 x 4 angles provide rear stability
6. 11 ga. top deck sheet is standard
- 7.
- 8.
- 9.
- 10.

ELECTRICAL - HYDRAULIC

1. MOTOR HP: 10
MOTOR RPM: 1800
VOLTAGE: 208/230/460 3-PHASE 60-HZ
2. PUMP GPM: 11.50
PUMP TYPE: FIXED VANE
3. CYLINDERS: 2
BORE: 4.00 ROD: 2.00 STROKE: 36.00
4. PSI REG: 1,850
RAM FORCE: 40,800
RAM FORCE PSI: 29.25
5. CYCLE TIME SEC: 36
CU YD PER HR: 151
6. TANK GAL: 25
7. PU LOCATION: REMOTE
8. CONTROL CIRCUIT: 110V
9. RAM CYCLE CONTROL: TIMER-PRESSURE
10. Automatic cycle
Turn key switch
Ram extends, retracts, and stops automatically

CONTAINER SPECIFICATIONS

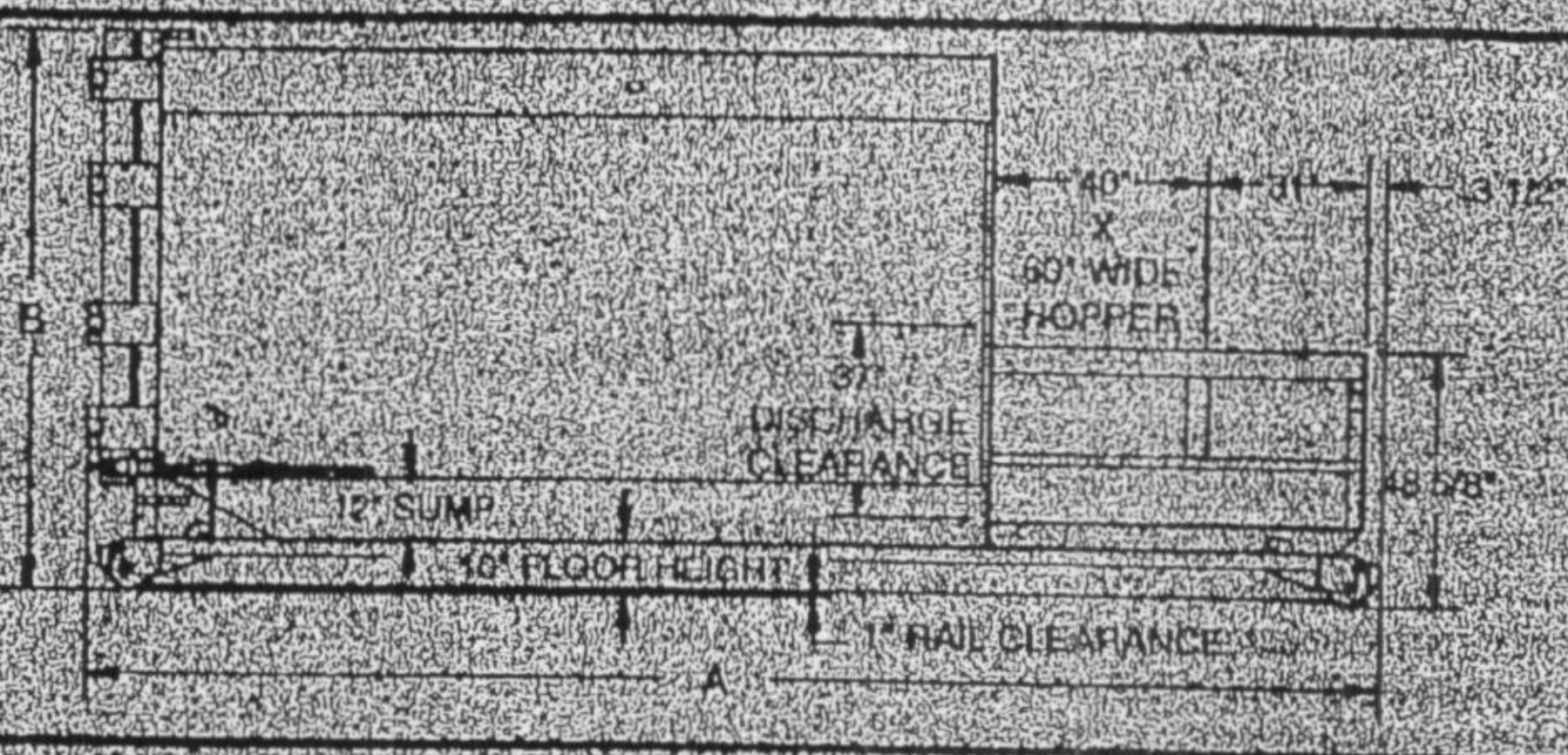
- 7 ga. Floor with 3 inch channel frame
- 6 x 2 x 1/4 tube rails 36 1/2 inch I.D.
- Solid steel bulb nose and hook both ends
- 4 inch dia. rollers 6 inches long
- 4- 8 inch dia. heavy duty wheels
- 7 ga. container bulkhead formed for rigidity
- 7 ga. door, framed with 6 x 3 tube
- 4-slotted hinges with grease fittings
- Fully gasketed door with dual ratchet system
- Standard sizes are 20 25 30 35 and 39 Cu Yd
- Custom sizes available
- Tested and certified watertight

COMPACTOR MODEL

285X**WASTEQUIP
ACCURATE**

MODEL 285X	A	B	WEIGHT POUNDS
20 Cu Yd	197"	106"	8,500
25 Cu Yd	215"	106"	8,837
30 Cu Yd	245"	106"	9,450
35 Cu Yd	278"	106"	10,100
39 Cu Yd	302"	106"	10,500

CUSTOM SIZES AVAILABLE

**CHARGING BOX CAPACITY**

- | | |
|-------------------------------|------------|
| 1. MANUFACTURERS RATING: | 2.00 CU YD |
| 2. WASTEC RATING: | 1.90 CU YD |
| 3. HOPPER WIDTH: | 60.00" |
| 4. HOPPER LENGTH: | 40.00" |
| 5. RAM HEIGHT: | 29.25" |
| 6. RAM PENETRATION: | 8.00" |
| 7. COMPACTOR WEIGHT WITH P.U. | 8,700 LBS |

RAM DETAILS

- 1/2 inch thick ram face plate with 3/4 inch thick stiffener plates
- Ram base is 3/4 inch flat bar with 6 x 2 tube framing
- Ram top is 1/4 inch plate with 4 inch channels @ 12 inch spacing
- Ram sides are framed with 1/4 wall tube
-
-
-

PACKER FABRICATION DETAILS

- 1/2 inch thick floor plate with 3 x 2 tube @ 12 inch spacing
- 1/4 inch thick side plates with 4 x 3 tube vertical stiffeners and 3 x 2 tube horizontal stiffeners
- Top rail is 6 x 3 x 3/16 tube
Bottom rail is 5 x 3 x 3/8 angle-gusseted
- Breaker bar is 6 x 6 x 3/4 angle
- 1 x 4 plate stiffened with 4 x 3 tube tied to 4 x 4 angles provide rear stability
- 11 ga. top deck sheet is standard
-
-
-
-

ELECTRICAL - HYDRAULIC

- | | | | |
|--|--------|-----------------------------|--------|
| 1. MOTOR HP: | 10 | SERVICE FACTOR: | 1.00 |
| MOTOR RPM: | 1800 | HOUSING TYPE: | TEFC |
| VOLTAGE: | | 200/230/460, 3-PHASE, 60-HZ | |
| 2. PUMP GPM: | 11.50 | AUXILIARY GPM: | 0.00 |
| PUMP TYPE: | | FIXED | VANE |
| 3. CYLINDERS: | 2 | ALIGNMENT: | CROSS |
| BORE: | 4.00 | ROD | 2.00 |
| STROKE: | | | 36.00 |
| 4. PSI REG: | 1,850 | PSI MAX: | 2,300 |
| RAM FORCE: | 40,800 | MAX RAM FORCE: | 50,800 |
| RAM FORCE PSI: | 23.25 | RAM MAX PSI: | 28.95 |
| 5. CYCLE TIME SEC: | 36 | CU YD PER HR: | 151 |
| 6. TANK GAL: | | | 25 |
| 7. PU LOCATION: | | REMOTE | |
| 8. CONTROL CIRCUIT: | | 110V | |
| 9. RAM CYCLE CONTROL: | | TIMER PRESSURE | |
| 10. Automatic cycle | | | |
| Turn key switch | | | |
| Ram extends, retracts, and stops automatically | | | |

CONTAINER SPECIFICATIONS

- 7 ga. Floor with 3 inch channel frame
- 6 x 2 x 1/4 tube rails, 36 1/2 inch I.D.
- Solid steel bullnose and hook both ends
- 4 inch dia. rollers 6 inches long
- 4- 8 inch dia. heavy duty wheels
- 7 ga. container bulkhead formed for rigidity
- 7 ga. door, framed with 6 x 3 tube
- 4-slotted hinges with grease fittings
- Fully gasketed door with dual ratchet system
- Standard sizes are 20, 25, 30, 35 and 39 Cu Yd
- Custom sizes available
- Tested and certified watertight

W WASTEQUIP
ACCURATE

COMPACTOR ACCU-PAK MODEL

07-01-01

DETAILED SPECIFICATIONS ACCU-PAK

Model D-600/D-800

Self Contained Compactor/Container

CHARGING BOX DIMENSIONS AND CAPACITY

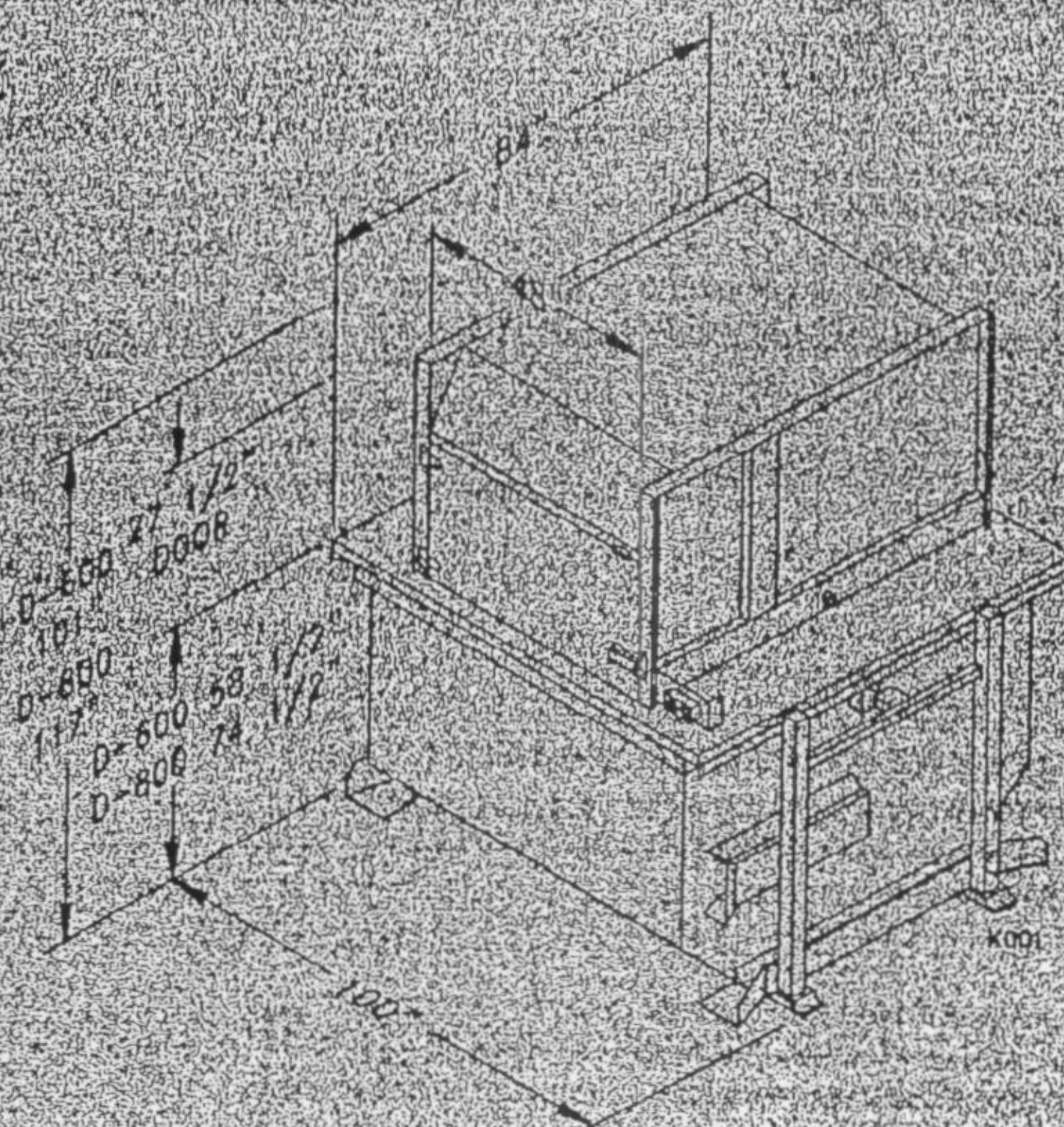
1. 6 cubic yard capacity (D800-8)
2. Theoretical rating 76 cubic yards per hour at 100% utilization
3. WASTEQ rating 42 cubic yard
4. Feed height 58-1/2" (D800-74-1/2")

RAM DETAILS

1. Face - 1728 sq in. (D800-1728)
2. Penetration into container 17"
3. Face, 7 Ga sheet
4. Top & Sides, 7 Ga sheet

FABRICATION DETAILS (PACKER)

1. Housing sides 11 Ga.
2. Housing floor - 10 Ga.
3. Side thrust tube - 6 x 2
4. Rear thrust "I" beam, 6" (20#)
5. Breaker bar - 2 x 6 tube
6. All weld joints in thrust area are gusseted with 1/4" and 1/2" plates
7. Structure, Steel tube & angle
8. Supports, Steel tube
9. Door opening 48" x 27"



WEIGHT

1. Basic compactor approx. 3,550 lbs. (D800-3740)
2. Power unit approx. 200 lbs. with oil

FEATURES & ELECTRICAL AND HYDRAULIC

1. Motor 5HP, 1800 RPM, Multiple Voltage, T.E.F.C., 208/230/460, 3 Phase, 60 HZ
2. 110 Volt Control Circuit
3. Remote Key - Start on 15' Sealite (field adaptable for chute application)
4. Automatic Cycle - Turn Key Switch
5. Ram Cylinder 4", 2" Rod, 16" stroke
6. Vane Pump - 4.3 GPM (For Quiet Operation)
7. Pressure Actuated Switch - Dual Purpose
8. Directional Solenoid Valve and Relief Valve
9. 7 Gallon Reservoir
10. Total Ram Force 28,300 lbs.
11. System Pressure (Factory Set) 2250 P.S.I.
12. Cycle Time - 20 Seconds
13. Container Full Indicator Light
14. Quick Change Bar - front or rear container entry

ACCURATE INDUSTRIES

- Installation design assistance and conceptual studies
- Special product customization solutions for tough to solve applications
- Convenient Rental, Lease and Purchasing Programs
- Compliance with all applicable ANSI Z 245.1 Safety Standards
- Company sponsored:
 - Site Surveys
 - Sales & Service Training Seminars
 - (800) Service Lines

p:\sales\spec\accupak.rvt

