

MINUTES FOR MAY 16, 2011**COLUMBUS, KANSAS, CHEROKEE COUNTY****OFFICE OF THE COUNTY CLERK****CRYSTAL L. GATEWOOD**

The Cherokee County Commissioners met May 16, 2011. Commissioners Collins, Garner, and Hilderbrand were present. The Pledge of Allegiance was said by all present. Commissioner Collins made a motion to approve the amended minutes for May 9, 2011 as submitted by Cherokee County Clerk Crystal Gatewood; his motion was seconded by Commissioner Hilderbrand with Commissioners Hilderbrand, Collins, and Garner voting in favor. Commissioners Hilderbrand, Collins and Garner, and County Clerk Gatewood signed off on the minutes.

Commissioners Collins, Hilderbrand, and Garner signed off on Voucher #2954 for Washington Electronics for \$5,878.00, the money would be paid out of the 911 Wireless Account. The bill was submitted by Wayne Elliott, the Department Head of 911 Mapping. Commissioners Collins, Garner, and Hilderbrand signed off on employee position changes in the Cherokee County Treasurer's Office as submitted by County Treasurer Juanita Hodgson.

MOTIONS MADE BY COMMISSION

Commissioner Garner made a motion to recess for lunch; his motion was seconded by Commissioner Collins with Commissioners Collins, Garner, and Hilderbrand voting in favor.

EXECUTIVE SESSIONS

Commissioner Hilderbrand made the motion to go into **Executive Session for ten minutes for Personnel Issues** with himself and Commissioners Garner and Collins; his motion was seconded by Commissioner Collins with Commissioners Collins, Garner, and Hilderbrand voting in favor. They went in at 10:10 AM and returned at 10:20 AM.

At the request of Treasurer Juanita Hodgson for Executive Session, Commissioner Collins made a motion to go into **Executive Session for Non-Elected Personnel for ten minutes** with himself, Commissioners Garner and Hilderbrand, and County Treasurer Juanita Hodgson; his motion was seconded by Commissioner Hilderbrand with Commissioners Collins, Garner, and Hilderbrand voting in favor. They went in at 11:00 AM and returned at 11:08 AM.

OTHER BUSINESS

Leonard Vanatta, Road and Bridge Supervisor, and Gene Langerot of the County Lot discussed General County and road maintenance that was being done by his department. The Commission opened the bids the county received for tires, asphalt, fuel, lubricants, etc. Commissioner Collins made the motion to allow Gene Langerot and Leonard Vanatta of the County Lot to examine the bids and get back with the Commission after they have had time to review them more; his motion was seconded by Commissioner Hilderbrand; with Commissioners Collins, Garner, and Hilderbrand voting in favor. **(A copy of all bids received is attached to these minutes and are also available in the Cherokee County Clerk's Office.)**

FH

County Treasurer Juanita Hodgson, Commissioners Collins, Garner and Hilderbrand, and County Counselor Kevin Cure discussed the upcoming Tax Sale via telephone. Cherokee County Treasurer Juanita Hodgson also stated that properties on the current Tax Sale can only be paid for in cash or with a cashier's check, and that personnel checks will not be accepted two weeks before the June sale.

Raymond Griffith came before the commission to discuss a land problem.

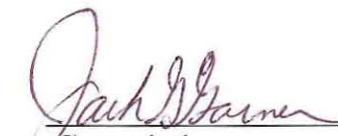
Betha Elliott, the Director of the County Health Department, and Representatives Tracie Lansing and Shelli Walrod of the Kansas Children Service League, came to discuss the outcomes of the program in Cherokee County. The program has a 98% success rate and Cherokee County has 16 families participating in the program, and more slots are available for families in Cherokee County. The Kansas Children Service League is working to provide services to families and aid in the prevention of child abuse and neglect for Kansas Children and their families. Commissioner Garner signed off on the new contract and the amended contract for County Services from the state of Kansas which goes into effect July 1, 2011. **(A copy of the quarterly report for 2011 is attached to the minutes as provided by Shelli Walrod during the presentation to the commission.)**

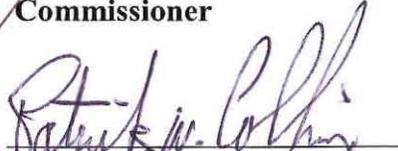
ADJOURNMENT

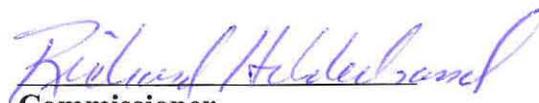
Commissioner Hilderbrand made a motion to adjourn the meeting at 1:48 PM; his motion was seconded by Commissioner Collins; with Commissioners Hilderbrand, Garner, and Collins voting in favor. The next Cherokee County Commission meeting will be held May 23, 2011 at 9:00 AM in the Cherokee County Courthouse in Columbus, Kansas.

Resolved and ordered this day, May 23, 2011


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

Cherokee County Healthy Families Report

1st Qtr, 2011

Kansas Children's Service League

Supervisor: Shelli Walrod, 620-232-1031 ext 1501

The Cherokee County KCSL Healthy Families Program served 16 families in Cherokee County in the 1st quarter of 2011.

Of those 16 families, five (5) teen mothers.

75% of index children have documented up-to-date immunizations and well-baby checks.

28 referrals were given during the first to families for outside services, such as: food banks, medical providers, medical insurance, housing assistance, child care, etc.

Family Support workers handed out 72 pieces of curriculum to the 16 families in 1st Qtr.

Family Time Event was held on April 21st at the Baxter Springs Community Center. Ten (10) participating families attended, as did the Easter Bunny! The topic of education for this socialization event was being prepared in the event of Severe Weather. Families were given a Severe Weather Safety Plan to complete together. Families also worked with their children and made Easter Baskets and took pictures with the Easter Bunny. Dinner was served.

AMENDMENT ONE

to the AGREEMENT
between the
KANSAS HEALTH POLICY AUTHORITY
and
CHEROKEE COUNTY, KANSAS
and the
CHEROKEE COUNTY HEALTH DEPARTMENT
for
Outreach, Prevention and Early Intervention Services

The above referenced agreement entered into by and between the Kansas Health Policy Authority, hereinafter referred to as "KHPA," Cherokee County, hereinafter sometimes referred to as "County," and the Cherokee County Health Department, hereinafter sometimes referred to as "Service Contractor." is hereby amended by agreement of the parties.

The above parties entered into an original contract to provide services to identify at-risk families in Cherokee County, Kansas and provide outreach, prevention and early intervention services to those families, and now wish to renew such contract;

THEREFORE, the parties hereto agree to renew the original contract as referenced above as follows:

1. No Lapse for Successor to KHPA

Pursuant to Executive Reorganization Order No. 38, KHPA will become the Division of Health Care Finance, Kansas Department of Health and Environment effective July 1, 2011. This agreement, while executed before this effective date, will continue in effect. The successor can exercise any contractual authority granted to KHPA.

2. Purpose. To renew the contract for the first of two (2), optional one-year renewals, July 1, 2011 through June 30, 2012, and to set compensation for the renewal period.

a. Compensation: Total funding for the period July 1, 2011 through June 30, 2012 shall not exceed \$370,000.00, said amount comprising the Service Contractor matching funds of \$185,000.00 and the federal financial participation amount of \$185,000.00.

3. Other. All remaining terms and conditions of the original agreement and subsequent addenda shall remain the same.

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1. **Purpose.** To renew the contract for the first of two (2), optional one-year renewals, July 1, 2011 through June 30, 2012, and to set compensation for the renewal period.
 - a. **Compensation:** Total funding for the period July 1, 2011 through June 30, 2012 shall not exceed \$370,000.00, said amount comprising the Service Contractor matching funds of \$185,000.00 and the federal financial participation amount of \$185,000.00.
2. **Other.** All remaining terms and conditions of the original agreement and subsequent addenda shall remain the same.

CHEROKEE COUNTY HIGHWAY DEPARTMENT

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals for the furnishing of truck and grader tires and tubes to the Cherokee County Highway Department will be received at the office of the County Clerk in the Courthouse Monday May 9, 2011 at 9:30 a.m.

Information and proposal blanks may be secured from the County Clerk in the Courthouse at Columbus, Kansas.

The Board of County Commissioners reserves the right to reject any or all proposals and to waive technicalities.

BY ORDER of the Board of County Commissioners

County Clerk

**CHEROKEE COUNTY HIGHWAY DEPARTMENT
SPECIFICATIONS COVERING TIRES AND TUBES**

Being unable to set any absolute rule or figure that will determine the quality of tires and tubes, the following will be considered in determining the tie to be used by Cherokee County for the contract period of May 24, 2011 to May 25, 2012 inclusive.

Bidders shall submit bids on his or their regular or brand marked first line tires and tubes. Tires shall be NYLON cord and 100 levels or better.

Consideration of the service and ability of the company to stand behind its product.

Bid shall include all transportation and handling charges to Columbus, Kansas.

Successful bidder shall carry enough tires and tubes on hand in order that Cherokee County will not be delayed when tires are needed.

Payment will be made in regular routine upon receipt of invoices properly submitted to the County Engineer's Office.

If any tires or tubes delivered shall fail to give satisfactory service, this contract may be forthwith canceled and terminated by the Board of County Commissioners.

We propose to furnish NEW tires and tubes with F.O.B. point in Columbus, Kansas, at the following prices:

NOTE: Please include in your quote the ply on the tires.

| <u>TIRE SIZE</u> | <u>PLY</u> | <u>BID PRICE</u> |
|-------------------------------------|--------------|-------------------|
| 11L x 15 Front Backhoe Laborer GY | 10ply | 9267 |
| 1400 x 24 SGG 4B G4 TG Grader Tire | 12 ply | 830 |
| 1400 x R24 153 A8 G-2 TGS2 Tubeless | | 481 ²¹ |
| 16.9 x 24 IT 525 Backhoe Rear | 10 ply | 468 ⁰⁹ |
| 18.4 x 30 Tractor Rear | 8 ply | 614 ⁵⁴ |
| 16.9 x 30 Tractor Rear | 8 ply | 350 |
| 12R x 22.5 G124 | 16 ply | 300 |
| 12R x 22.5 G159 | 16 ply | 287 ³¹ |
| 295/75 R22.5 G124 Low Pro Lrg | 14 ply | 282 ³⁹ |
| 295/75 R22.5 G159 Low Pro Lrg | 14 ply | 94 ⁰⁰ |
| 750 x 16 LT | 10 ply | 75 ²¹ |
| 700 x 15 LT | 8 ply | 204 ¹⁴ |
| 900 x 20 | 12 ply LRF | 432 ³² |
| 19.5L x 24 It 525 R4 | 10 ply | 165 ⁵⁹ |
| 11L x 16 GY Laborer | 12 ply | 99 ³⁷ |
| LT 225/75 R 16 LRD | 8 ply | 91 ⁸⁶ |
| LT 235/75 R 15 M&S LRC | 6 ply | 98 ⁹⁴ |
| 15.5 x 25 HRL D.L 3A | 12 ply L3 G3 | 158 |
| 1100 16SL DYNA Rib | 12 ply | 158 |
| 20.5 R25 XTLA Radial Steel Cord | 12 ply | 1669 |
| 10.00 R 15 TR LRG Radial | 16 ply | 337 ²⁵ |
| 275/80 R22.5 LRG | 16 ply | 300 |
| 825 15 ST LRG | 14 ply | 246 |
| LT235/85 R16 LRE | 10 ply | 99 ²⁵ |
| LT245/75 R16 LRE | 10 ply | 103 ⁹⁸ |
| 18.4 x 38 Tractor Rear | 8 ply | 840 |
| 12.5 80x18 front back hoe | 10 ply | 240 |
| 255x85x16 front J.D. cutter | 8 ply | 210 |
| 480/85x34 rear tractor | | 880 |
| 315/80 R 225 Steer | 18ply | 429 ⁹¹ |

Handwritten notes: "w/Tube + Flap" is written next to several entries. "Michelin" is written next to the 12 ply L3 G3 and 16 ply entries.

TUBE SIZE

7.00-15 -10-
7.50-15 - 10.86
7.60-15 -10.13
8.25-20 - 16.80
9.00-20 -18.90
11.00-20R2 -26-
14.00-24 - 34.5
16.9-24 - 36-
16.9-30 > large film both - 51.00
18.9-30
15.5-25 - 86.00
13.0/65-18 - 28.7
18.4-R38 - 57.50

It is hereby understood and agreed that the undersigned is submitting this bid with the understanding that tires and tubes delivered to Cherokee County by him and will meet the above requirements.

SUBMITTED BY:

OZARK TIRE CENTERS
FIRM NAME

John M. Kubra
BY:

General Manager
TITLE OF PERSON SIGNING

* NOTE: PRICES QUOTED ARE CURRENT PRICING IN THE EVENT OF A PRICE INCREASE WE WILL NOTIFY YOU AT ONCE. FROM OUR MANUFACTURERS, WE ARE NOT GUANTEED PRICES FOR ANY PERIOD OF TIME. THIS MARKET HAS BEEN CRAZY FOR THE PAST 9 MONTHS.

John M. Kubra

CONTRACT

For the truck and grader tires and tubes as provided in the Notice to Bidders. Specifications, and Proposal forming a part of this contract, and attached hereto, all, which are hereby, made a part of this contract.

This agreement, entered into this _____ day of _____, _____ by and between the Board of Cherokee County Commissioners, Columbus, Kansas, party of the first part, and _____, known as the party of the second part, for the furnishing of truck and grader tires and tubes.

Witnesseth, that for and in consideration of the payments and agreements mentioned in the proposal, hereto attached, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part to furnish and deliver all truck and grader tires and tubes in accordance with the specifications and proposal herein described, and in full compliance with all the terms of this agreement, for the period of May 24, 2011 to May 25, 2012 inclusive.

It is also understood and agreed that the advertisement, proposal and specifications hereto attached are all essential documents of this contract and are a part thereof.

In witness whereof, the parties hereto have set their hands on the date herein named.

THE BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY

Pat Collins

Jack Garner

Richard Hilderbrand

Party of the First Part

ATTEST:

County Clerk

It is hereby understood and agreed that the undersigned is submitting this bid with the understanding that any truck and grader tires and tubes delivered to Cherokee County by him will meet the requirements as set forth in the above specifications.

SUBMITTED BY:

FIRM NAME

BY:

TITLE OF PERSON SIGNING

CHEROKEE COUNTY HIGHWAY DEPARTMENT

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals for the furnishing of diesel fuel to the Cherokee County Highway Department will be received at the office of the County Clerk in the Courthouse Monday, May 9, 2011 at 9:30 a.m.

Information and proposal blanks may be secured from the County Clerk in the Courthouse at Columbus, Kansas.

The Board of County Commissioners reserves the right to reject any or all proposals and to waive technicalities.

BY ORDER of the Board of County Commissioners

County Clerk

CHEROKEE COUNTY HIGHWAY DEPARTMENT

DIESEL FUEL BID SHEET

Date: May 5, 2011

Business Name: Jim Woods Marketing, Inc

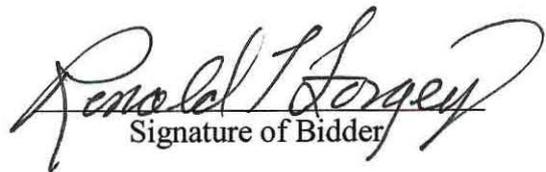
Bid Price:

Dyed Diesel (Off Road) \$0.1175 per gallon

Clear Diesel (On Road) \$0.0250 per gallon

} Over Cenex Rack Price
at Refinery FOB Origin

THIS BID SHALL REMAIN IN EFFECT May 24, 2011 THROUGH May 25, 2012.


Signature of Bidder

SUCCESSFUL BIDDER SHALL SUPPLY AND DELIVER THIRTEEN (13), THREE-HUNDRED (300) GALLON TANKS TO VARIOUS LOCATIONS THROUGHOUT THE COUNTY, AS WELL AS TO THE COUNTY LOT, LOCATED AT 600 East Country Rd, Columbus, Kansas 66725.

The Board of County Commissioners reserves the right to reject any and all bids.

CONTRACT

For the diesel fuel as provided in the Notice to Bidders. Specifications, and Proposal forming a part of this contract, and attached hereto, all, which are hereby, made a part of this contract.

This agreement entered into this _____ day of _____, _____ by and between the Board of Cherokee County Commissioners, Columbus, Kansas, party of the first part, and _____, known as the party of the second part, for the furnishing of diesel fuel.

Witnesseth, that for and in consideration of the payments and agreements mentioned in the proposal, hereto attached, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part to furnish and deliver all diesel fuel in accordance with the specifications and proposal herein described, and in full compliance with all the terms of this agreement, for the period of May 24, 2011 to May 25, 2012 inclusive.

It is also understood and agreed that the advertisement, proposal and specifications hereto attached are all essential documents of this contract and are a part thereof.

In witness whereof, the parties hereto have set their hands on the date herein named.

THE BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY

Pat Collins

Jack Garner

Richard Hilderbrand

Party of the First Part

ATTEST:

County Clerk

It is hereby understood and agreed that the undersigned is submitting this bid with the understanding that any diesel fuel delivered to Cherokee County by him will meet the requirements as set forth in the above specifications.

SUBMITTED BY:

Jim Woods Marketing Inc.
FIRM NAME

BY: Ronald Lopez

Sec/Tre
TITLE OF PERSON SIGNING

CHEROKEE COUNTY HIGHWAY DEPARTMENT

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals for the furnishing of gasoline to the Cherokee County Highway Department will be received at the office of the County Clerk in the Courthouse Monday, May 9, 2011 at 9:30 a.m.

Information and proposal blanks may be secured from the County Clerk in the Courthouse at Columbus, Kansas.

The Board of County Commissioners reserves the right to reject any or all proposals and to waive technicalities.

BY ORDER of the Board of County Commissioners

County Clerk

CHEROKEE COUNTY HIGHWAY DEPARTMENT

GASOLINE BID SHEET

Date: May 3, 2011

Business Name: Jim Woods Marketing, Inc.

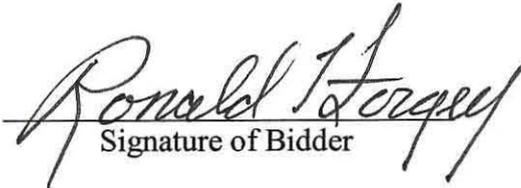
Bid Price:

Unleaded Regular \$0.0250 per gallon

Super Unleaded (91 Octane) \$0.0250 per gallon

> Over Cenex Rack Price
at Refinery FOB Origin

THIS BID SHALL REMAIN IN EFFECT May 24, 2011 THROUGH May 25, 2012


Signature of Bidder

THIS bid includes delivery to 600 East Country Rd, Columbus, Kansas 66725.

The Board of County Commissioners reserves the right to reject any and all bids.

CONTRACT

For the gasoline fuel as provided in the Notice to Bidders. Specifications and Proposal forming a part of this contract, and attached hereto, all, which are hereby, made a part of this contract.

This agreement entered into this _____ day of _____, _____ by and between the Board of Cherokee County Commissioners, Columbus, Kansas, party of the first part, and _____, known as the party of the second part.

Witnesseth, that for and in consideration of the payments and agreements mentioned in the proposal, hereto attached, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part to furnish and deliver gasoline in accordance with the specifications and proposal herein described, and in full compliance with all the terms of this agreement, for the period of May 24, 2011 to May 25, 2012 inclusive.

It is also understood and agreed that the advertisement, proposal and specifications hereto attached are all essential documents of this contract and are a part thereof.

In witness whereof, the parties hereto have set their hands on the date herein named.

THE BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY

Pat Collins

Jack Garner

Richard Hilderbrand

Party of the First Part

Attest:

County Clerk

It is hereby understood and agreed that the undersigned is submitting this bid with the understanding that any gasoline fuel delivered to Cherokee County by him will meet the requirements as set forth in the above specifications.

SUBMITTED BY:

Jim Woods Marketing Inc
FIRM NAME

Ronald L Lopez
BY:

Sec/Tre
TITLE OF PERSON SIGNING

CHEROKEE COUNTY HIGHWAY DEPARTMENT

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals for the furnishing and delivering of lubricating oils, anti-freeze, and grease in Cherokee County will be received at the office of the County Clerk in the Courthouse Monday May 16, 2011 at 9:30 a.m.

Detailed information, proposal blanks and specifications may be secured from the County Clerk in the Courthouse at Columbus, Kansas.

The Board of County Commissioners reserves the right to reject any or all proposals and to waive technicalities.

BY ORDER of the Board of County Commissioners

County Clerk

**CHEROKEE COUNTY HIGHWAY DEPARTMENT
SPECIFICATIONS FOR 15W40 & 30 WT. HEAVY DUTY MOTOR OIL,
GREASE & ANTIFREEZE**

Bidders shall submit bids on regular trade marked or brand heavy duty 15W-40 and 30 weight motor oils and grease which have been approved by ordinance as meeting specifications SG-CD-CDII-CE-CF4 and/or later revisions. An affidavit shall be presented with bid stating oil and grease has been qualified by ordinance. The oil shall be suitable for use in tractors, trucks, passenger automobiles and automotive diesel equipment.

Consideration of the service and ability of the Company to stand behind its product will be given to the bidder.

The lubricating oils and grease shall be delivered to the County Lot as needed throughout the contract period of May 24, 2011 to May 25, 2012.

The following brands and numbers are the bidders own recommendations of being the oil and grease that meets the requirement set out above.

The prices bid shall include all transportation charges to points of delivery.

The quantities shown are estimated quantities only. The Board of County Commissioners reserves the right to increase or decrease the individual items in any amount.

Payment will be made in regular routine upon receipt of vouchers properly signed and submitted to the County Engineer's Office.

If any oil or grease delivered shall fail to meet the requirement set out above, the same shall not be accepted by Cherokee County, and further this contract may be forthwith cancelled and terminated by the Board of County Commissioners.

Each product shall be delivered in bulk or in sealed containers marked as to its contents, and with its grade number; together with the month, year and name of company furnishing product.

According to the foregoing proposal and requirements, we propose to furnish F.O.B. the County Highway Department Warehouse in Columbus, Kansas, lubricants at the following prices:

ITEM

15w-40 CJ4, Bulk 7.70 per gallon

Fleet 30 CF, CF-2/SL Drum 389.60

Hydraulic Oil Universal Tractor Hydraulic Fluid - Specs - CAT TO-2 - J.I Case Ms-1210 (TCH) - John Deere J-20C Bulk 6.42 per gallon

Tandem Drive T04 SAE 50wt. Drum 471.85

Circle Drive API GL-5/MT-1 Gear oil 85-140wt. Drum 449.50

Coolant E.L.C. 50/50 Heavy Duty Drum 349.80

Multi-Purpose Transmission Gear Oil 400# drums - GL5 80/90 449.50

Chassis Grease EP#2 Cartridges 5% Moly 3.29 per tube

D3M Spec. GM-6137-M Ford M2C185A Allison C-3 Cat TO-2 Bulk 393.80

Diesel Exhaust Fluid, 32.5 strength urea solution and deionized water 55 gal. drum 191.95

50/50 Universal Permanent Antifreeze 280.50
Spec. GM 1825- GM 1899- Ford ESE-M97B44-A-Cummins 85T8-2-ASTM 4895

55 Gallon drums DEF (Diesel Exhaust Fluid) 191.95

*NOTE SPECIFICATION SHEETS FOR ALL PRODUCTS MUST BE FURNISHED WITH BID.
Specs for Oil & Grease

* Due to the unstable market prices Subject

CONTRACT

For the oils, grease, and antifreeze as provided in the Notice to Bidders. Specifications, and Proposal forming a part of this contract, and attached hereto, all, which are hereby, made a part of this contract.

This agreement, entered into this _____ day of _____, _____ by and between the Board of Cherokee County Commissioners, Columbus, Kansas, party of the first part, and _____, known as the party of the second part, for the furnishing of asphalt, oils and grease, and antifreeze.

Witnesseth, That for and in consideration of the payments and agreements mentioned in the proposal, hereto attached, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part to furnish and deliver all asphalt, oils and grease, and antifreeze in accordance with the specifications and proposal herein described, and in full compliance with all the terms of this agreement, for the period of May 24, 2011 to May 25, 2012, inclusive.

It is also understood and agreed that the advertisement, proposal and specifications hereto attached are all essential documents of this contract and are a part thereof.

In witness whereof, the parties hereto have set their hands on the date herein named.

THE BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY

Pat Collins

Jack Garner

Richard Hilderbrand

Party of the First Part

ATTEST:

County Clerk

It is hereby understood and agreed that the undersigned is submitting this bid with the understanding that any lubricating oil delivered to Cherokee County by him will meet the requirements as set forth in the above specifications.

SUBMITTED BY:

Frost Oil Co.
FIRM NAME

Doug Carroll
BY:
Doug Carroll
Sales
TITLE OF PERSON SIGNING

CHEROKEE COUNTY HIGHWAY DEPARTMENT

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals for the furnishing of asphalt to the Cherokee County Highway Department will be received at the office of the County Clerk in the Courthouse Monday, May 9, 2011 at 9:30 a.m.

Information and proposal blanks may be secured from the County Clerk in the Courthouse at Columbus, Kansas.

The Board of County Commissioners reserves the right to reject any or all proposals and to waive technicalities.

BY ORDER of the Board of County Commissioners

County Clerk

CHEROKEE COUNTY HIGHWAY DEPARTMENT

Cherokee County Highway Department is accepting BIDS price per ton for the period of May 24, 2011 to May 25, 2012 for the furnishing of complete laydown operation which includes the rollers, laydown machine, personnel to operate equipment and laborers; \$ _____; furnishing of distributors and tack oil, but is to exclude the trucking, which the Cherokee County Highway Department will do. \$ _____; Total \$ NO BID.

Note-this is the contract which must be signed by supplier within 7 days of the Cherokee County Commission's acceptance of supplier's bids for the products listed below. The lines below indicate places where the bid amount, supplier name and location of supplier are to be added later once determined. No other terms of this contract besides the bid amounts are negotiable and supplier by making his bid expressly and implicitly accepts all terms of the contract below.

CONTRACT

THIS AGREEMENT is made and entered into between the Board of County Commissioners of Cherokee County, Kansas, (hereinafter "Board"), and Teeter's Asphalt & Materials, under the terms and conditions as are hereinafter stated.

1. Whereas Board agrees to purchase all of its requirements of asphalt for road and highway construction and repair from Teeter's Asphalt & Materials throughout the duration of this contract which shall be the period of May 24, 2011 thru May 25, 2012 subject to the exceptions and limitations as hereinafter specified.
2. Throughout the terms of this contract Teeter's Asphalt & Materials agrees to supply the asphalt requirements of Board at the following prices: HMCL (commercial) asphalt at \$ 68.00 per ton; C-Mix asphalt at \$ 55.00* per ton; BM2D (Kansas specifications) asphalt at \$ 65.00* per ton; and, BM2 asphalt at \$ 60.00* per ton. All BM2D (Kansas specifications) asphalt shall be provided in conformity with the current Kansas Standard Specifications as promulgated by the Kansas Department of Transportation. All Commercial Mix (C-Mix) asphalt, Hot Mix Hot Lay (HMHL) and Hot Mix Cold Lay (HMCL) asphalt shall be supplied in compliance with any applicable governmental standards of the Kansas Department of Transportation.
3. Upon five (5) days oral or written notice by Board, or its duly authorized agents, per project, to Teeter's Asphalt & Materials that a particular type of asphalt product as specified above be made available in sufficient quantities to Board at the Ottawa Co, OK plant in or near (location of supplier's product) 57221 East 30 Road. Teeter's Asphalt & Materials shall make such product available upon such 5th day after notice or sooner, if reasonably possible. In the event that the availability of such requested product, is not performed by Teeter's Asphalt & Materials in a timely manner as specified above, then Board may meet its requirements of such requested product through other suppliers for the period of time that an assurance of availability to Board, and, in fact availability to Board, of the demanded asphalt product is not being accomplished by Teeter's Asphalt & Materials. The Board, in the event another supplier is obtained under the conditions described above, shall hold such other supplier to the same standards for the requested product as it holds Teeter's Asphalt & Mater hereunder.
4. Board shall have the right to perform its own testing at any time on any asphalt product supplied hereunder to determine if it meets with the Kansas Department of Transportation standards for such product as previously set forth hereunder.

*Prices are subject to change as oil prices fluctuate.

In the event that Board desires to exercise any of its rights of rejection of supplied asphalt product as provided hereunder or for termination of the contract hereunder based upon inadequate quality of product supplied, it shall only be done upon a sample of the product believed to be inadequate being sent to Standard Testing and Engineering Company of Oklahoma City, Oklahoma, and such engineering firm confirming by written report made available to all parties herein stating that such product does not meet with such standards as stated previously herein. If the Board after testing as immediately described above rejects any supplied asphalt it may then meet its requirements through other sources until assurance of compliance with product standards are made by Teeter's Asphalt & Mat to Board, and such product is, in fact, in compliance with such standards, constituting curing of the product.

5. Board shall have the right to terminate this contract upon 30 days prior written notice for good cause shown. Good cause shown shall include, but is not limited to, the following: a. Failure of Teeter's Asphalt & Mat to meet the standards of quality as stated by the Kansas Department of Transportation of any asphalt product supplied hereunder as determined under the testing methods previously specified; b. failure of Teeter's Asphalt & Mat to be able to supply a requested product upon 5 days notice as specified above when such failure occurs on a consistent basis as determined solely within the discretion of Board. Provided that, Teeter's Asphalt & Materials shall have the right to cure any product not meeting the standards as stated above on each of the first three occasions that such product is required to be cured hereunder and such shall not constitute good cause to terminate the contract hereunder.

Teeter's Asphalt & Mater shall have the right to terminate this contract upon 30 days prior written notice for good cause shown. Good cause shown shall include, but is not limited to, the following: a. failure of County to make timely and regular payment for the product supplied by Teeter's Asphalt & Materials.

6. All other customary practices exercised between the parties during the course of their past dealings shall be in effect as relates to the supply and acceptance of asphalt product hereunder, except that if a specific term of performance is stated herein it shall be controlling.
7. Besides the right of termination under the circumstances specified herein, each party reserves all rights and remedies otherwise available to it under law for any breach of contract hereunder, including but not limited to, specific performance, monetary damages incurred or sustained, and injunctive relief. This contract shall be interpreted under the laws of the State of Kansas. This agreement is intended by the parties to be the complete agreement of the parties and there are no other agreements, written or oral, existing at the time of its execution by both parties, that shall be enforceable. Any subsequent modification of the terms and agreements of this contract shall be in writing signed by both parties before it shall be valid and binding. Neither party shall assign any rights hereunder to any other persons or entities.

Signed and executed this _____ day of _____, _____ by the
Board of County commissioners of Cherokee County.

Pat Collins
Cherokee County Commissioner

Jack Garner
Cherokee County Commissioner

Richard Hilderbrand
Cherokee County Commissioner

****NOTICE****

This bid does not include materials for special State or Federal projects.

**CHEROKEE COUNTY HIGHWAY DEPARTMENT
SPECIFICATIONS COVERING TIRES AND TUBES**

Being unable to set any absolute rule or figure that will determine the quality of tires and tubes, the following will be considered in determining the tie to be used by Cherokee County for the contract period of May 24, 2011 to May 25, 2012 inclusive.

Bidders shall submit bids on his or their regular or brand marked first line tires and tubes. Tires shall be NYLON cord and 100 levels or better.

Consideration of the service and ability of the company to stand behind its product.

Bid shall include all transportation and handling charges to Columbus, Kansas.

Successful bidder shall carry enough tires and tubes on hand in order that Cherokee County will not be delayed when tires are needed.

Payment will be made in regular routine upon receipt of invoices properly submitted to the County Engineer's Office.

If any tires or tubes delivered shall fail to give satisfactory service, this contract may be forthwith canceled and terminated by the Board of County Commissioners.

We propose to furnish _____ tires and tubes with F.O.B. point in Columbus, Kansas, at the following prices:

NOTE: Please include in your quote the ply on the tires.

| <u>TIRE SIZE</u> | <u>PLY</u> | <u>BID PRICE</u> |
|-------------------------------------|--------------|------------------|
| 11L x 15 Front Backhoe Laborer GY | 10ply | 178.99 |
| 1400 x 24 SGG 4B G4 TG Grader Tire | 12 ply | 485.10 |
| 1400 x R24 153 A8 G-2 TGS2 Tubeless | | 1,098.25 |
| 16.9 x 24 IT 525 Backhoe Rear | 10 ply | 455.00 |
| 18.4 x 30 Tractor Rear | 8 ply | 485.00 |
| 16.9 x 30 Tractor Rear | 8 ply | 410.00 |
| 12R x 22.5 G124 | 16 ply | 361.80 |
| 12R x 22.5 G159 | 16 ply | 387.22 |
| 295/75 R22.5 G124 Low Pro Lrg | 14 ply | 267.30 |
| 295/75 R22.5 G159 Low Pro Lrg | 14 ply | 245.03 |
| 750 x 16 LT | 10 ply | 79.00 |
| 700 x 15 LT | 8 ply | 70.00 |
| 900 x 20 | 12 ply LRF | 189.36 |
| 19.5L x 24 It 525 R4 | 10 ply | 515.00 |
| 11L x 16 GY Laborer | 12 ply | 213.34 |
| LT 225/75 R 16 LRD | 8 ply | 114.78 |
| LT 235/75 R 15 M&S LRC | 6 ply | 86.25 |
| 15.5 x 25 HRL D.L 3A | 12 ply L3 G3 | 485.15 |
| 1100 16SL DYNA Rib | 12 ply | 385.00 |
| 20.5 R25 XTLA Radial Steel Cord | | 1490.00 |
| 10.00 R 15 TR LRG Radial | 16 ply | 273.29 |
| 275/80 R22.5 LRG | | 250.00 |
| 825 15 ST LRG | 14 ply | 235.00 |
| LT235/85 R16 LRE | 10 ply | 110.97 |
| LT245/75 R16 LRE | 10 ply | 108.69 |
| 18.4 x 38 Tractor Rear | 8 ply | 650.00 |
| 12.5 80x18 front back hoe | 10 ply | 295.00 |
| 255x85x16 front J.D. cutter | 8 ply | 215.00 |
| 480/85x34 rear tractor | | 1,005.15 |
| 315/80 R 225 Steer | 18ply | 393.46 |

TUBE SIZE

| | |
|------------|-------|
| 7.00-15 | 8.15 |
| 7.50-15 | 8.15 |
| 7.60-15 | 9.15 |
| 8.25-20 | 18.50 |
| 9.00-20 | 19.10 |
| 11.00-20R2 | 20.10 |
| 14.00-24 | 49.00 |
| 16.9-24 | 45.00 |
| 16.9-30 | 59.50 |
| 18.9-30 | 69.50 |
| 15.5-25 | 79.15 |
| 13.0/65-18 | 35.10 |
| 18.4-R38 | 60.05 |

It is hereby understood and agreed that the undersigned is submitting this bid with the understanding that tires and tubes delivered to Cherokee County by him and will meet the above requirements.

SUBMITTED BY:

Kansasland Tire
FIRM NAME

Jeff Owen
BY:

Route Salesman
TITLE OF PERSON SIGNING

CHEROKEE COUNTY HIGHWAY DEPARTMENT

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals for the furnishing of asphalt to the Cherokee County Highway Department will be received at the office of the County Clerk in the Courthouse Monday, May 16, 2011 at 9:30 a.m.

Information and proposal blanks may be secured from the County Clerk in the Courthouse at Columbus, Kansas.

The Board of County Commissioners reserves the right to reject any or all proposals and to waive technicalities.

BY ORDER of the Board of County Commissioners

County Clerk

CHEROKEE COUNTY HIGHWAY DEPARTMENT

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals for the furnishing of asphalt to the Cherokee County Highway Department will be received at the office of the County Clerk in the Courthouse Monday, May 9, 2011 at 9:30 a.m.

Information and proposal blanks may be secured from the County Clerk in the Courthouse at Columbus, Kansas.

The Board of County Commissioners reserves the right to reject any or all proposals and to waive technicalities.

BY ORDER of the Board of County Commissioners

County Clerk

CHEROKEE COUNTY HIGHWAY DEPARTMENT

Cherokee County Highway Department is accepting BIDS price per ton for the period of May 24, 2011 to May 25, 2012 for the furnishing of complete laydown operation which includes the rollers, laydown machine, personnel to operate equipment and laborers; \$ 3.89; furnishing of distributors and tack oil, but is to exclude the trucking, which the Cherokee County Highway Department will do. \$ 1.75; Total \$ 5.65.

Lay Down prices subject to adjustment
for patch jobs

Note-this is the contract which must be signed by supplier within 7 days of the Cherokee County Commission's acceptance of supplier's bids for the products listed below. The lines below indicate places where the bid amount, supplier name and location of supplier are to be added later once determined. No other terms of this contract besides the bid amounts are negotiable and supplier by making his bid expressly and implicitly accepts all terms of the contract below.

CONTRACT

THIS AGREEMENT is made and entered into between the Board of County Commissioners of Cherokee County, Kansas, (hereinafter "Board"), and Tri-State Asphalt Inc, under the terms and conditions as are hereinafter stated.

1. Whereas Board agrees to purchase all of its requirements of asphalt for road and highway construction and repair from Tri-State Asphalt Inc throughout the duration of this contract which shall be the period of May 24, 2011 thru May 25, 2012 subject to the exceptions and limitations as hereinafter specified.
2. Throughout the terms of this contract Tri-State Asphalt Inc agrees to supply the asphalt requirements of Board at the following prices: HMCL (commercial) asphalt at \$ 55.00 per ton; C-Mix asphalt at \$ 48.00 per ton; BM2D (Kansas specifications) asphalt at \$ 52.25 per ton; and, BM2 asphalt at \$ 48.89 per ton. All BM2D (Kansas specifications) asphalt shall be provided in conformity with the current Kansas Standard Specifications as promulgated by the Kansas Department of Transportation. All Commercial Mix (C-Mix) asphalt, Hot Mix Hot Lay (HMHL) and Hot Mix Cold Lay (HMCL) asphalt shall be supplied in compliance with any applicable governmental standards of the Kansas Department of Transportation.
3. Upon five (5) days oral or written notice by Board, or its duly authorized agents, per project, to Tri-State Asphalt Inc that a particular type of asphalt product as specified above be made available in sufficient quantities to Board at the Tri-State Asphalt Inc plant in or near (location of supplier's product) Picher OK.
_____ Shall make such product available upon such 5th day after notice or sooner, if reasonably possible. In the event that the availability of such requested product, is not performed by Tri-State Asphalt Inc in a timely manner as specified above, then Board may meet its requirements of such requested product through other suppliers for the period of time that an assurance of availability to Board, and, in fact availability to Board, of the demanded asphalt product is not being accomplished by Tri-State Asphalt Inc. The Board, in the event another supplier is obtained under the conditions described above, shall hold such other supplier to the same standards for the requested product as it holds Tri State Asphalt Inc hereunder.
4. Board shall have the right to perform its own testing at any time on any asphalt product supplied hereunder to determine if it meets with the Kansas Department of Transportation standards for such product as previously set forth hereunder.

In the event that Board desires to exercise any of its rights of rejection of supplied asphalt product as provided hereunder or for termination of the contract hereunder based upon inadequate quality of product supplied, it shall only be done upon a sample of the product believed to be inadequate being sent to Standard Testing and Engineering Company of Oklahoma City, Oklahoma, and such engineering firm confirming by written report made available to all parties herein stating that such product does not meet with such standards as stated previously herein. If the Board after testing as immediately described above rejects any supplied asphalt it may then meet its requirements through other sources until assurance of compliance with product standards are made by Tri-State Asphalt Inc to Board, and such product is, in fact, in compliance with such standards, constituting curing of the product.

5. Board shall have the right to terminate this contract upon 30 days prior written notice for good cause shown. Good cause shown shall include, but is not limited to, the following: a. Failure of Tri-State Asphalt Inc to meet the standards of quality as stated by the Kansas Department of Transportation of any asphalt product supplied hereunder as determined under the testing methods previously specified; b. failure of Tri State Asphalt Inc to be able to supply a requested product upon 5 days notice as specified above when such failure occurs on a consistent basis as determined solely within the discretion of Board. Provided that, Tri-State Asphalt Inc shall have the right to cure any product not meeting the standards as stated above on each of the first three occasions that such product is required to be cured hereunder and such shall not constitute good cause to terminate the contract hereunder.

Tri-State Asphalt Inc shall have the right to terminate this contract upon 30 days prior written notice for good cause shown. Good cause shown shall include, but is not limited to, the following: a. failure of County to make timely and regular payment for the product supplied by Tri-State Asphalt Inc

6. All other customary practices exercised between the parties during the course of their past dealings shall be in effect as relates to the supply and acceptance of asphalt product hereunder, except that if a specific term of performance is stated herein it shall be controlling.
7. Besides the right of termination under the circumstances specified herein, each party reserves all rights and remedies otherwise available to it under law for any breach of contract hereunder, including but not limited to, specific performance, monetary damages incurred or sustained, and injunctive relief. This contract shall be interpreted under the laws of the State of Kansas. This agreement is intended by the parties to be the complete agreement of the parties and there are no other agreements, written or oral, existing at the time of its execution by both parties, that shall be enforceable. Any subsequent modification of the terms and agreements of this contract shall be in writing signed by both parties before it shall be valid and binding. Neither party shall assign any rights hereunder to any other persons or entities.

Signed and executed this 13 day of May 2011

Tri-State Asphalt Inc



Bill Adams, President

Please Note

Prices listed on this bid are based on oil prices as of the date of this bid and are subject to the availability of oil.

Prices listed on this bid are based on oil prices

Signed and executed this _____ day of _____, _____ by the
Board of County commissioners of Cherokee County.

Pat Collins
Cherokee County Commissioner

Jack Garner
Cherokee County Commissioner

Richard Hilderbrand
Cherokee County Commissioner

****NOTICE****

This bid does not include materials for special State or Federal projects.



PRODUCT DATA SHEET

Premium Quality Lubricants

FLEETPRO™ ULTRA MOTOR OILS ALL SEASON HIGH PERFORMANCE DIESEL ENGINE OIL

PRODUCT DESCRIPTION

FLEET PRO™ ULTRA heavy duty diesel engine oils are designed for high-speed, four stroke engines designed to meet 2007 model year on-highway exhaust emission standards. CJ-4 oils are compounded for use in all applications with diesel fuels ranging in sulfur content up to 500 ppm (0.05% by weight). However, use of these oils with greater than 15 ppm (0.0015%) sulfur fuel may impact exhaust after-treatment system durability and/or drain interval. They are effective at sustaining emission control system durability where particulate filters and other advanced after-treatment systems are used. Optimum protection is provided for control of catalyst poisoning, particulate filter blocking, foaming, oxidative thickening and viscosity loss due to shear. When using CJ-4 oils with higher than 15 ppm sulfur fuel, consult the engine manufacturer for service interval.

INDUSTRY AND OEM SPECIFICATIONS

- | | | |
|------------------------------------|------------------------------|-------------------------|
| * API CJ-4/CI-4 Plus/CI-4 and CH-4 | * CAT ECF-3/1 | * JASO DH-2 |
| * API SM and SL | * Detroit Diesel 93K218 | * Renault RLD-3 |
| * ACEA E7-04 | * Mercedes-Benz p228.3 | * MIL-PRF-2104H QUALITY |
| * Mack EO-O Premium Plus 07/03/PP | * Man 3275 | |
| * Cummins CES 20081 | * Allison C4 (demonstration) | |
| * Volvo VDS 4/3 and 2 | * Global DHD-1 | |

APPLICATIONS

FLEETPRO™ ULTRA motor oils are recommended for heavy duty diesel and mixed fleets in all types of over the road service. These oils are excellent choice for use in diesel powered equipment provided by Caterpillar, Cummins, John Deere, Detroit Diesel, Mack, Mercedes-Benz, International and Volvo engine in all types of service.

TYPICAL PROPERTIES

| SAE GRADE | TEST | 15W40 | 10W-30 |
|--------------------|-------|-------|--------|
| Viscosity @100°C | D445 | 15.6 | 10.5 |
| Viscosity Index | D2770 | 132 | 153 |
| CCS Viscosity | D5293 | | |
| @-25°C (cP max.) | | NA | 6600 |
| @-20°C (cP max.) | | 7000 | NA |
| Pour Point °C | D97 | -30 | -39 |
| TBN | D2896 | 10 | 10 |
| Sulfated Ash mass% | D874 | 0.99 | 0.99 |
| HTHS @150C, cP | D4683 | 4.2 | 3.5 |

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PRODUCT DATA SHEET

Premium Quality Lubricants

FLEETPRO™ SINGLE GRADE MOTOR OILS ALL SEASON MIXED FLEET ENGINE OILS

PRODUCT DESCRIPTION

FLEET PRO™ SINGLE GRADE engine oils are blended to provide an excellent performance in diesel/gasoline engines of all major manufacturers. Additionally, for heavy duty transmission applications, SAE 10 and SAE 30 meet the performance requirements of Caterpillar TO-2 and Allison C-4.

INDUSTRY AND OEM SPECIFICATIONS

* API CF /SL

* CAT ECF-1

* API CF-2 (SAE 30, SAE 40 & SAE 50)

* Allison C4 (demonstration)

APPLICATIONS

FLEETPRO™ SINGLE GRADE engine oils are designed for mixed fleets combining large over the road diesel trucks with smaller diesel and gasoline fueled light trucks and passenger cars. They are recommended for Detroit Diesel two-cycle engines (series 53, 71 and 92) and heavy duty automatic transmissions specifying Allison C-4.

TYPICAL PROPERTIES

| SAE GRADE | TEST | 10* | 20* | 30 | 40 | 50 |
|--------------------|-------|------|------|------|------|------|
| Viscosity @100°C | D445 | 7.0 | 9.0 | 10.5 | 14.0 | 18.5 |
| Viscosity Index | D2770 | 104 | 104 | 100 | 100 | 97 |
| Pour Point °C | D97 | -33 | -30 | -30 | -30 | -20 |
| TBN | D2896 | 6.8 | 6.8 | 10 | 10 | 10 |
| Sulfated Ash mass% | D874 | 0.85 | 0.85 | 1.0 | 1.0 | 1.0 |

* Meets only API CF

PN2008JAN



PRODUCT DATA SHEET

Premium Quality Lubricants

AGRIPRO™ ARCTIC TRACTOR HYDRAULIC FLUID

Premium transmission, hydraulic, wet brake fluid for tractors for all seasons

PRODUCT DESCRIPTION

AGRIPRO™ ARCTIC Tractor Hydraulic Fluid (THF) is an all season hydraulic and transmission fluid designed to meet the special lube requirements of most tractors and implements. It is formulated to provide excellent gear protection, pump protection, superior oxidation & corrosion properties, and suppresses brake noise for smooth equipment operation.

INDUSTRY AND OEM SPECIFICATIONS

- ◆ AGCO-ALLIS, ALLIS-CHALMERS (Deutz-Allis) Powerfluid 821XL, PF821, 272843, 257541, 2466
- ◆ Case JIC-143, 144, 145, 185, MS-1210/1209/1207/1206/1205/1204
- ◆ Caterpillar TO2
- ◆ Heston-Fiat AF-87
- ◆ John Deere J20D/J20C/B/A
- ◆ Ford New Holland M2C134-A/B/C/D, M2C53-B, M2C48-B, M2C86-B, FNHA-2-C-200/201, ESN-M2C41-B
- ◆ Kubota UDT
- ◆ International Harvester IHC B-6/B-5 (HY-Tran)
- ◆ Landini (M1135)
- ◆ Massey Ferguson M1141 (Permatran III), M1135, M1129A, M1127 A/B
- ◆ Versatile HyGear Fluid
- ◆ White Ag ONE Universal Fluid

APPLICATIONS

Agripro™ ARCTIC THF is recommended for use in a wide variety of Farm, Mining, Construction, and Forestry equipment in both cold and hot temperatures.

TYPICAL PROPERTIES

| | TEST | THF |
|-------------------|-------|-------|
| Viscosity @100°C | D445 | 7.73 |
| Viscosity @40°C | D445 | 30.66 |
| Viscosity Index | D2270 | 238 |
| Color | D1500 | L2.5 |
| Pour Point °C | D97 | -50 |
| Brookfield @-40°C | D2983 | 14400 |
| Density @15°C | D1298 | 0.864 |

PN2009 MAR



**KDHE RECOVERY FACILITY
PERMIT #873**



**PRE-MIX 50/50 SOLUTION
DO NOT ADD WATER
EPA APPROVED PROCESS
-34° FREEZE POINT**

**HEAVY DUTY NMOAT
SUMMER COOLANT
WINTER ANTIFREEZE**

**HI-TECH P.O. BOX 230 EUDORA, KS 66025
1-800-634-1885 785-542-1230**

- Single component product used to blend extended life antifreeze for use in virtually any vehicle
- Non-silicate, phosphate free inhibitor package that provides excellent all metal protection
- Provides maximum protection against rust and corrosion
- Contains no Phosphates, Silicates, Nitrates or Amines
- Ready to add to your vehicle cooling system for automotive/light duty vehicles as well as those of the heavy duty diesel engine
- This product can provide a recommended service interval of 300,000 miles or more, provided recommended maintenance practices are followed
- Chemistry similar to Caterpillar ELC and other EC-1 formulas
- Sometimes referred to as "Heavy Duty Extended Life", "Heavy Duty Extended Service", "Heavy Duty Long Life", "OAT", "NOAT" or "NMOAT".
- The inhibitor chemical technology meets or exceeds ASTM D3306, D4985 and D6210

- Compatible with:

- | | |
|-----------------------------|--------------|
| Caterpillar ELC (EC-1) | Mack Trucks |
| US Military CID A-A-52624-A | CNH |
| International | Peterbilt |
| Detroit Diesel 93K217 | Volvo |
| GMC Truck | Freightliner |
| GM (Dex-Cool) | Kenworth |





PRODUCT DATA SHEET

Premium Quality Lubricants

NATIONAL™ TO-4 FLUIDS

Premium fluids for off-highway equipment transmission and hydraulic systems

PRODUCT DESCRIPTION

NATIONAL™ TO-4 transmission and drivetrain fluids are designed to meet the demanding requirements of modern transmissions, final drive, oil immersed brake and hydraulic systems on heavy duty off road equipment.

INDUSTRY AND OEM SPECIFICATIONS

- ◆ ALLISON C-4, C-3 (SAE 10W, 30)
- ◆ Caterpillar TO-4, TO-2
- ◆ Eaton Fuller Transmissions
- ◆ Euclid Equipment
- ◆ API CF
- ◆ ZF Powershift
- ◆ Komatsu-Dresser Equipment
- ◆ Terex Construction Equipment
- ◆ Vickers M-2950-S for mobile hydraulics

APPLICATIONS

NATIONAL™ TO-4 transmission and drive train fluids are recommended for applications requiring CAT TO-4 and Allison C-4.

TYPICAL PROPERTIES

| | TEST | 10W | 30 | 50 |
|------------------|-------|-----|------|------|
| Viscosity @100°C | D445 | 5.0 | 11.1 | 19.5 |
| Viscosity Index | D2770 | 104 | 100 | 94 |
| Pour Point °C | D97 | -30 | -25 | -15 |

Note: Not recommended for use for farm tractor service that employs a common reservoir for transmissions and hydraulic systems.

PN2008JAN



PRODUCT DATA SHEET

Premium Quality Lubricants

NATIONAL™ D/M ATF

Multipurpose Fluid for Automatic Transmissions

PRODUCT DESCRIPTION

NATIONAL™ D/M ATF is a multipurpose product for use in GM and FORD automatic transmissions. It is formulated to meet the viscometrics, friction, wear and oxidation stability properties required in passenger car and light truck transmissions.

INDUSTRY AND OEM SPECIFICATIONS

- ◆ ALLISON C-4, C-3 (C30502004)
- ◆ GM DEXRON III/II (Obsolete)
- ◆ Ford Mercon (Obsolete)
- ◆ Caterpillar TO-2
- ◆ VOITH G607
- ◆ VOLVO S6/66 manual transmission

APPLICATIONS

NATIONAL™ D/M is recommended for use in GM and Ford automatic transmissions except for those that specify GM Dexron VI, Ford Mercon V and Ford Type F. Due to the Voith, ZF approvals it is an excellent choice for Bus Fleets. This fluid can also be used as Power Steering Fluid for most US manufactured cars.

TYPICAL PROPERTIES

| | TEST | D/M |
|------------------|--------|-----|
| Viscosity @100°C | D445 | 7.1 |
| Viscosity Index | D2770 | 191 |
| Pour Point °C | D97 | -40 |
| Color | Visual | Red |

PN2008JAN



PRODUCT DATA SHEET

Premium Quality Lubricants

NATIONAL™ AUTOMOTIVE GEAR OILS

Premium heavy-duty gear lubricants for automotive differentials and manual transmissions

PRODUCT DESCRIPTION

NATIONAL™ premium heavy duty gear oils are high performance multi-grade extreme-pressure multipurpose lubricants. These gear oils offer excellent performance in automotive axles, gear sets, transaxles, differentials, final drives and in manual transmissions. These oils are formulated to provide outstanding thermal stability, excellent corrosion protection and superior seal compatibility.

INDUSTRY AND OEM SPECIFICATIONS

- ◆ API GL-5 and MT-1
- ◆ Mack GO-J/ GO-H and GO-G
- ◆ MIL-PRF-2105E, SAE J2360
- ◆ Meritor Automotive (Formerly Rockwell) O-76-A (85W-140)
- ◆ Meritor Automotive (Formerly Rockwell) O-76-AD(80W-90)
- ◆ Navistar B-22

APPLICATIONS

NATIONAL™ automotive gear oils can be used in heavy duty and conventional differentials in heavy duty and light duty trucks as well as passenger cars. Recommended for use in conventional transmissions and manual transmissions calling for API GL-5, and MT-1.

TYPICAL PROPERTIES

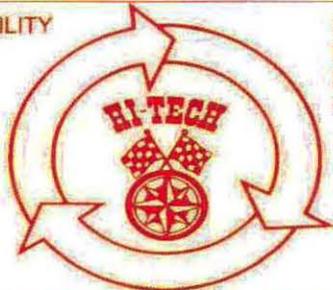
| SAE | TEST | 80W-90 | 85W-140 |
|------------------|-------|--------|---------|
| Viscosity @100°C | D445 | 14.4 | 24.7 |
| Viscosity Index | D2770 | 100 | 90 |
| Pour Point °C | D97 | -24 | 0 |
| Color | D1500 | 3.0 | 3.5 |

Note: Cars equipped with limited slip differentials may require a different lubricant recommended by the manufacturer.

PN2008JAN



KDHE RECOVERY FACILITY
PERMIT #873



PRE-MIX 50/50 SOLUTION
DO NOT ADD WATER
EPA APPROVED PROCESS
-34° FREEZE POINT

**UNIVERSAL HOAT
SUMMER COOLANT
WINTER ANTIFREEZE**

HI-TECH P.O. BOX 230 EUDORA, KS 66025
1-800-634-1885 785-542-1230

- Sometimes referred to as "Global Extended Service" or "HOAT"
- Contains a low silicate, phosphate free inhibitor package
- Contains a high quality defoamer and additives to control scaling
- Provides excellent all metal protection.
- Single component product used to blend extended life antifreeze for use in virtually any vehicle.
- Compatible with all major American brands of antifreeze
- Chemistry is similar to Valvoline G-05 and other hybrid technology coolants
- Recommended service interval of 5 years or 150,000 miles, providing recommended maintenance practices is followed.
- Contains no supplemental coolant additive
- The inhibitor chemical technology meets or exceeds ASTM D3306, D4985 and D6210.
- Compatible with:

Valvoline G-05
Volvo Trucks
Chrysler Factory Fill
Fleetguard ES Compleat
Cummins Engine
Detroit Diesel 93K217
Mack Trucks

International
Toyota*
Freightliner
John Deere
Thermo-King
CNH
Honda

*After 2004



PRODUCT DATA SHEET

Crown Royal Moly-Graphite EP Grease

Lithium Complex Moly-Graphite Grease



PRODUCT DESCRIPTION:

Crown Royal Moly-Graphite EP Grease is NLGI # 2 lithium complex base grease manufactured with superior quality base oils and fortified with synergistic combination of Moly-Graphite and other performance additives so as to meet and exceed the severe equipment requirements - along with superior performance.

Crown Royal Moly-Graphite EP Grease contains molybdenum disulfide and graphite. This grease will not plate out forming an adhering film on metallic surfaces, reducing the coefficient of friction and capable of effective lubrication under boundary lubrication conditions. This product has outstanding temperature operating ranges. The molybdenum disulfide - graphite combination will act as a dry lubricant when necessary

KEY FEATURES:

- Lithium complex base and thus high temperature capability
- Excellent thermal and oxidation stability
- Excellent load carrying properties
- Tacky and better film formation on lubrication site

CUSTOMER BENEFITS:

- Superior lubrication under extreme conditions
- Stays in place in extreme environment to protect your components
- Will withstand severe shocks and vibrations
- Better rust protection
- Excellent water washout characteristics
- Provide long life

APPLICATIONS:

- Automotive, industrial, fleet trucks and contractor service.
- The characteristics (excellent in nature) are especially valuable in heavy-duty applications where sliding or oscillating motion is present as in bearings, steering linkage and fifth wheel assemblies.
- It is robust multi-purpose grease for wide range of applications

PACKAGING: Product available in drums, pails and cartridges

SPECIFICATIONS AND APPROVALS:

Meets NLGI Service Classification LB-GC for chassis and wheel bearing greases as outlined in ASTM D 4950

Crown Royal Moly-Graphite EP Grease

| # | Property | Test Method | Crown Royal Moly-Graphite EP Grease |
|-----|---------------------------------|-------------|-------------------------------------|
| 1. | Color | Visual | Gray - Black |
| 2. | Texture | Visual | Smooth , Tacky |
| 3. | NLGI Grade * | ASTM D 217 | 2 |
| 4. | Worked Penetration | ASTM D-217 | 285 |
| 5. | Drop Point , ⁰ F | ASTM D 2265 | 550 |
| 6. | Viscosity @ 40 C ,cSt | ASTM D 445 | 224 |
| 7. | Viscosity @ 100 C ,cSt | | 17.4 |
| 8. | Viscosity @ 100 F ,SUS | | 1194 |
| 9. | Viscosity @ 100 F ,SUS | | 89.9 |
| 10. | Type of thickener | - | Lithium complex |
| 11. | Weld load, kg | ASTM D 2596 | 400 |
| 12. | Load Wear Index | ASTM D 2596 | 65 |
| 13. | Timken OK load , lbs | D 2509 | 60 |
| 14. | Wheel Bearing Leakage, gm, max. | ASTM D 4290 | 5 max. |

*Also available in other NLGI grades

Health and Safety:

When used for its intended application, this product is not expected to have any adverse health implications. For complete information on safe handling, as well as physical and chemical characteristics please refer to the Material Safety Data Sheet (MSDS) found on our website, www.royalmfg.com, or call 918-584-2671 . Do not use this product for purposes other than its intended use. Please be responsible to the environment when disposing of used product.

It is hereby understood and agreed that the undersigned is submitting this bid with the understanding that any lubricating oil delivered to Cherokee County by him will meet the requirements as set forth in the above specifications.

SUBMITTED BY:

OZARK Industrial Lubricants
FIRM NAME

Kevin Bartley *Kevin Bartley*
BY:

Business Manager
TITLE OF PERSON SIGNING