MINUTES FOR MAY 24, 2010

COLUMBUS, KANSAS, CHEROKEE COUNTY

OFFICE OF THE COUNTY CLERK

CRYSTAL L. GATEWOOD

The Cherokee County Commissioners met May 24, 2010. Commissioners Hilderbrand, Collins and Garner were present. The Pledge of Allegiance was said by all. County Clerk Crystal Gatewood submitted the revised minutes for May 17, 2010, Commissioner Garner made a motion to accept the minutes, his motion was seconded by Commissioner Collins, and all voted in favor. Commissioner Collins made a motion to pay Accounts/Payables for May 2010, Commissioner Hilderbrand seconded his motion and all voted in favor. Commissioner Garner made a motion to accept and approve May 2010 Payroll as presented by Clerk Gatewood, his motion was seconded by Commissioner Garner, and all voted in favor. Commissioners Garner, Hilderbrand, Collins, and County Clerk Crystal Gatewood signed off on the documents. County Counselor Kevin Cure was not present and did not sign off on the paperwork.

MOTIONS MADE BY COMMISSION

Commissioner Collins made a motion to recess for ten minutes at 10:00 AM, his motion was seconded by Commissioner Garner, and all voted in favor.

Commissioner Hilderbrand made a motion appointing Kathy Anderson, Renee Charles, Cheryl Vogel, Donna Peterson, Tina Burns, Tammie Speer, Judy Adams, Leonard Vanlandingham, Sue Gast, and Jim Hoskins to the Vision Committee for the county, his motion was seconded by Commissioner Collins, and all voted in favor.

Commissioner Collins made a motion to close the bids on items for the County Lot, his motion was seconded by Commissioner Garner, and all voted in favor.

Commissioner Collins made a motion to table the bids for Kansas Land and Ozarko until Gene Langerot and Leonard Vanatta could review them and come back to the commission with their concerns and suggestions, his motion was seconded by Commissioner Garner, and all voted in favor.

Commissioner Hilderbrand made a motion stating the courthouse would not be closed unless for public safety, bomb threat, or natural disasters, or an employee or the general public would have direct or physical harm during the regular business hours during the day. If the employee takes off and does not work they must use personal days, sick days, or vacation days. If the employee comes in and is already clocked in, they will be paid for four hours, not the entire day if the courthouse is closed. Commissioners Hilderbrand and Garner voted for this motion, but Commissioner Collins voted against this motion. Commissioner Hilderbrand made a motion to recess for ten minutes, his motion was seconded by Commissioner Garner, and all voted in favor.



OTHER BUSINESS

Citizen Darrell Bower came before the commission to discuss the current budget problem for the Cherokee County 2010 budget. He said the commission needs to get the current budget problem under control. Darrel Bower suggested a layoff of employees and a reduced hourly employee wages of 0.25 cents an hour. The commission said it is not a budget problem, but a funding of the budget because of the reduced revenues to support the budget. They also explained that they are looking for solutions.

The Elected Officials and Office Heads met to discuss and bring solutions to help the commissioners with the County General Fund Budget revenue shortfall. Commissioner Hilderbrand thanked them for the reduction of payroll and their Accounts Payables for May 2010. County Treasurer Hodgson asked Commissioner Hilderbrand where he had gotten his numbers on the Sales Tax for the county, and he said they were estimates. Treasurer Hodgson reported that the county is at a 3% shortfall on sales, but Commissioner Hilderbrand said the 17% was a combination of sales tax and revenue. Treasurer Hodgson brought before the commission a comparison of revenues for sales tax from 2007 to the current April 2010. The trend is looking good for the county and Commissioner Hilderbrand hopes it continues. The Tax Sale was discussed and County Counselor Kevin Cure said as soon as all the legal paperwork and research is completed the Tax Sale will be scheduled for 2010. The commissioners asked if Treasurer Hodgson could do an early distribution of revenue at the May 10, 2010 meeting, and she told them she could because the commission had her do an early distribution in December 2009 for budget purposes. Treasurer Hodgson completed that on May 21, 2010, but it was noted by Treasurer Hodgson that it was scheduled for June 5, 2010. Treasurer Hodgson and County Clerk Gatewood said the previous amount in the County General Fund before the early distribution had covered all expenditures for May 2010. Treasurer Hodgson said the current amount in the County General Fund is \$421,808.70 after the early distribution. Treasurer Hodgson and Clerk Gatewood will complete revenue amounts from the vehicle side as scheduled for the end of May 2010. The discussion continued on cost savings ways to reduce the expenditures on the County General Fund. Sheriff David Groves said he has put in effect no employee vacation buy back and a reduction in fuel costs for the department. He reported that currently there are 59 inmates at the jail. Clerk Gatewood also had put in effect as of May 2010 no employee buy back for vacation, and buying only when needed this year.

Many cost saving ideas were discussed; energy savings ideas, not paying for an medicine cabinet in the courthouse for the employees, no break room with coffee furnished by the Courthouse Fund (if the Office Heads wanted these they would have to be purchased out of their pocket or the employees would have to purchase out of their pocket), and a recommendation by the commission to not buy bottled water for the Courthouse Offices was also discussed. Commissioner Hilderbrand thanked everyone for their ideas and cooperation at this time.



OPENED BIDS FOR COUNTY LOT MATERIALS

The bids are attached to the minutes in their entirety. The county received bids from:

OZARKO - TIRES
KANSAS LAND - TIRES
JIM WOODS MARKETING - GAS
JIM WOODS MARKETING - DIESEL
WALLIS LUBRICANTS - GAS
WALLIS LUBRICANTS - DIESEL
TEETER'S PAVING - ASPHALT/MATERIALS
TRI-STATE ASPHALT - ASPHALT/MATERIALS
FUELS & SUPPLIES - LUBRICANTS
WALLIS LUBRICANTS - LUBRICANTS
OZARK INDUSTRIAL LUBRICANTS LLC - LUBRICANTS

EXECUTIVE SESSION

Commissioner Hilderbrand made a motion to go into Executive Session for Non-Elected Personnel for fifteen minutes with himself, Commissioners Garner and Collins, County Counselor Kevin Cure, and Leonard Vanatta, his motion was seconded by Commissioner Garner, and all voted in favor. They went in at 12:08 PM and returned at 12:20 PM.

Commissioner Collins made a motion to go into Executive Session for Non-Elected Personnel for twenty minutes with himself, Commissioners Hilderbrand and Garner, and County Counselor Kevin Cure, his motion was seconded by Commissioner Garner, and all voted in favor. They went in at 3:07 PM and returned at 3:26 PM.

Commissioner Collins made a motion to go into Executive Session for Attorney/Client Privilege for thirty minutes with himself, Commissioners Garner and Collins, and County Counselor Kevin Cure, his motion was seconded by Commissioner Hilderbrand, and all voted in favor. They went in at 3:30 PM and returned at 3:55 PM.



ADJOURMENT

Commissioner Garner made a motion to adjourn, his motion was seconded by Commissioner Collins and all voted in favor. The next Cherokee County Commission meeting will be held June 7, 2010 at 9:00 AM in the Cherokee County Courthouse in Columbus, Kansas.

Resolved and ordered this day June 7, 2010

Cherokee County Clerk

Commissioner

Commissioner

Commissioner

Sales tax Payments from State of Kansas

Date January 2010 February 2010 March 2010 April 2010 May 2010 June 2010 July 2010 August 2010 September 2010	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	16,361.57 19,065.09 26,779.61 20,414.17 32,887.05	\$\$\$\$\$\$\$\$\$	ocal Retail 66,214.27 79,322.38 86,243.76 76,199.35 81,799.08	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Jail Salestax 41,287.92 49,193.74 56,511.69 48,306.77 57,343.07	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	tal Salestax 123,863.76 147,581.21 169,535.06 144,920.29 172,029.20
October 2010 November 2010	\$) =	\$	2	\$	-	\$ \$	=
December 2010	\$	(Park	\$	=8	\$		\$	
≥.•	\$	115,507.49	\$:	389,778.84	\$	252,643.19	\$	757,929.52
<u>Date</u>		ocal Comp		ocal Retail		Jail Salestax	To	ital Salestax
AN			50100	A STATE OF THE STA	11		_	
January 2009	\$	29,705.26	\$	77,462.60	\$	53,583.93	\$	160,751.79
February 2009	\$	20,125.24	\$	82,925.13	\$	51,525.19	\$	154,575.56
March 2009	\$	21,181.22	\$	88,751.71	\$	54,966.47	\$	164,899.40
April 2009	\$	21,323.33	\$	60,223.78	\$	40,773.55	\$	122,320.66
May 2009	\$	22,636.87	\$	75,939.56	\$	49,288.22	\$	147,864.65
June 2009	\$	22,585.59	\$	50,200.07	\$	36,392.83	\$	109,178.49
July 2009	\$	48,340.82	\$	19,782.20	\$	76,899.45	\$	145,022.47
August 2009	\$	25,396.97	\$	73,387.47	\$	49,392.23	\$	148,176.67
September 2009	\$	21,540.39	\$	76,136.95	\$	48,838.68	\$	146,516.02
October 2009	\$	24,261.76	\$	75,761.89	\$	50,011.82	\$	150,035.47
November 2009	\$	19,837.90	\$	73,452.09	\$	46,644.99	\$	139,934.98
December 2009	\$	17,709.71	\$	74,196.98	\$	45,953.34	\$	137,860.03
	\$	294,645.06	\$	828,220.43	\$	604,270.70	\$	1,727,136.19
		, and the second						AL MARKETO TIEST - VI
<u>Date</u>	L	ocal Comp	L	ocal Retail		Jail Salestax		otal Salestax
January 2008	\$	20,989.47	\$	77,225.55	\$	35,365.37	\$	133,580.39
February 2008	\$	18,513.47	\$	87,060.13	\$	52,786.80	\$	158,360.40
March 2008	\$	23,598.38	\$	87,515.41	\$	55,556.90	\$	166,670.69
April 2008	\$	75,769.48	\$	20,837.49	\$	48,303.49	\$	144,910.46
May 2008	\$	27,971.15	\$	84,934.78	\$	56,452.96	\$	169,358.89
June 2008	\$	23,973.03	\$	70,211.07	\$	47,092.05	\$	141,276.15
July 2008	\$	31,806.65	\$	75,283.52	\$	53,545.09	\$	160,635.26
August 2008	\$	27,399.85	\$	79,029.53	\$	53,214.69	\$	159,644.07
September 2008	\$	41,087.52	\$	78,037.87	\$	59,562.70	\$	178,688.09
October 2008	\$	39,629.89	\$	84,286.51	\$	61,958.19	\$	185,874.59
November 2008	\$	33,225.85	\$	83,776.87	\$	58,501.36	\$	175,504.08
December 2008	\$		\$	84,249.58	\$	56,054.90	\$	168,164.71
	_	391,824.97	- 100	912,448.31	\$	638,394.50	\$	1,942,667.78
		12		10720		Wi .		W =

FUND BA	ALANCES (05/20	0/2010						
MALERIA AMARIA				, mathematic		enwe nac		THE STATE OF THE S	
FUND	FUND#		Balance May 2010		May A/P		May P/R	en marine	BALANCE
County No-Fund Warrants	99	\$	243,307.21	\$	mention and a second and a second	\$		\$	243,307.21
CO GEN	100	\$	678,576.01	\$	88,106.08	\$	168,661.23	\$	421,808.70
TECHNOLOGY FUND	103	\$	39,083.80	\$	239.82	\$	-	\$	38,843.98
STATE LINE ROAD PROJECT	105	\$	258.45	\$		\$		\$	258.45
Jail Salestax	107	\$	232,509.03	\$	-	\$		\$	232,509.03
Law Enforcement Center	108	\$	=	\$	-	\$	■ V	\$	- '
RD BRIDGE	110	\$	2,099,186.35	\$	779,983.88	\$	112,342.70	\$	1,206,859.77
EX COUNCIL	120	\$	94,991.48	\$		\$	-	\$	94,991.48
NOXIOUS WEED	130	\$	86,300.92	\$	2,174.04	\$	2,189.83	\$	81,937.05
SEVERE WEATHER EQUIPMENT	135	\$	22.00	\$		\$	-	\$	22.00
HEALTH	140	\$	1,113,324.31	\$	8,272.06	\$	36,222.23	\$	1,068,830.02
Clean Up Illegal Dump	142	\$	——————————————————————————————————————	\$	-	\$	-	\$	-
TRI CO WIC	145	\$	118.32	\$	*	\$	-	\$	118.32
FAIR	150	\$	2,053.68	\$	a (Article Agricultural Article Article Agricultural Agricultura Agricultural Agricultural Agricultural Agric	\$	THE PERSON NAMED OF THE PE	\$	2.053.68
ELECTION	160	\$	233,476.39	\$	18,652.43	\$	3,249.40	\$	211,574.56
COMM COLLEGE	170	\$	1,922.13	\$	- I	\$	-	\$	1,922.13
SOIL CONSERV	180	\$	12,159.14	\$	-	\$	-	\$	12,159.14
SPECIAL BRIDGE	190	\$	482,161.00	\$	4,790.00	\$	2,377.00	\$	474,994.00
MENTAL HEALTH	200	\$	53,540.85	\$	-	\$	A CONTRACTOR OF THE STATE OF TH	\$	53,540.85
MENTAL RETARD	210	\$	53,445.07	\$		\$	· · · · · · · · · · · · · · · · · · ·	\$	53,445.07
FAM LIFE CENTER BOND & INT	216	\$		\$	· · · · · · · · · · · · · · · · · · ·	\$	A	\$	
AMBULANCE	220	\$	375,480.69	\$	48,048.00	\$	-	\$	327,432.69
INTERGOV 911	225	\$	81,653.45	\$	3,072.35	\$	-	\$	78,581.10
911 WIRELESS	226	\$	124,402.64	\$	1,012.50	\$		\$	123,390.14
FEMA PUBLIC ASSISTANCE GRANT	227	\$	12 1, 102.01	\$	_	\$		\$	120,000.11
APPRAISAL	230	\$	262,173.87	\$	5,753.24	\$	21,046.09	\$	235,374.54
COUNTY BLDG	250	\$	898.49	\$		\$	21,010.00	\$	898.49
EMPL. BENE	260	\$	1,273,416.94	\$	34,716.17	\$		\$	1,238,700.77
PAYROLL W/HOLD	265	\$	1,270,710.01	\$		\$	A THE WAY AND THE PROPERTY OF THE PARTY OF	\$	1,200,100.77
SPECIAL (TORT) LIABILITY	290	\$	16,734.61	\$	NAME OF TAXABLE PARTY OF TAXABLE PARTY.	\$		\$	16,734.61
ELDERLY	300	\$	6,083.20	\$	219.74	\$	CHE LANGUE CONTROL OF THE CONTROL OF	\$	5,863.46
DESIGNATED DV & SA PROSEC	301	\$	0,003.20	\$	213.74	\$	THE RESIDENCE OF THE PARTY OF T	\$	3,003.40
CDBG-Grant Family Life	302	\$	39,286.69	COLUMN TWO	33,352.00	-	-	\$	5,934.69
08LEPC PLAN/TRAIN GRANT	303	\$	14,377.44		33,332.00	\$		\$	14,377.44
SPIDER PROGRAM	304	\$	6,275.00	-		\$		\$	6,275.00
E/P GRANT	306	\$		-		THE REAL PROPERTY.			STATE OF THE PERSON NAMED IN COLUMN 2 IS NOT THE PERSON NAMED IN COLUMN 2 IS NOT THE PERSON NAMED IN COLUMN 2
JUVENILE BLOCK GRANT			5,201.43	\$		\$	-	\$	5,201.43
IIIVENII E BLOCK GRANT	308 309	\$		\$		\$		\$	-

FUND	FUND#	Balance April 2010	April A/P	 April P/R	BALANCE
LANDFILL	310	\$ 91,334.84	\$ 33.27	\$ **	\$ 91,301.57
REMODEL GRANT	313	\$ -	\$ -	\$ -	\$ -
INVESTIGATOR GRANT	314	\$ -	\$ -	\$ = AAU - 10 AV	\$ -
GALENA MINE CLOSURE	317	\$.T.	\$ -	\$ -	\$ -
EMERG SHELT GRANT	318	\$ _	\$ -	\$ -	\$ -
SEWER DIST #1 BOND & INT	320	\$ 5,542.84	\$ -	\$ -	\$ 5,542.84
SEWER DIST #1 OPER & MAINT	330	\$ 233,328.85	\$ 2,251.00	\$ 1,822.80	\$ 229,255.05
STROM SIREN	339	\$ _	\$ 13,852.00	\$ -	\$ +.
SHELTERED WORKSHOP BD & IN	340	\$ 11.00	\$ -	\$ - William - Will	\$ 11.00
SPECIAL HIGHWAY IMPROVEMT	360	\$ 1,264.20	\$ -	\$ -	\$ 1,264.20
SPECIAL ROAD MACHINERY	370	\$ 225,100.00	\$ -	\$ -	\$ 225,100.00
COUNTY BOND & INTEREST	390	\$ 1,340.54	\$ -1	\$ -	\$ 1,340.54
PROS ATTORN TRAIN	410	\$ 378.67	\$ 151.00	\$ -	\$ 227.67
ELECTRONIC MONITORING	412	\$ 910.00	\$ -	\$ -	\$ 910.00
ATTORNEY APPLICATION FEE	413	\$ -	\$ -	\$ -	\$ -
DIVERSION SUPERVISION FEE	414	\$ 5.00	\$ -	\$ -	\$ 5.00
ADMINISTRATION FEE BAD CKS	415	\$ 68.81	\$ -	\$ -	\$ 68.81
SPECIAL PARKS & RECREATION	430	\$ 13,436.05	\$ -	\$ The state of the s	\$ 13,436.05
SPEC ALCOHOL	440	\$ 6,680.54	\$ -	\$ •	\$ 6,680.54
TOURISM	450	\$ 800.00	\$ -	\$ -	\$ 800.00
INFORMATION NETWORK OF KS	465	\$ 1,130.05	\$ -	\$ -	\$ 1,130.05
BANKRUPTCY FUND	470	\$ 1,865.21	\$ -	\$ -	\$ 1,865.21
CONCEALED WEAPON APPS	489	\$ 5,600.00	\$ -	\$ *	\$ 5,600.00
SPECIAL LAW ENFORC TRUST	490	\$ 569.69	\$ -	\$ -	\$ 569.69
DRUG TAX STAMP FUND	491	\$ 1,001.68	\$ -	\$ 1 =	\$ 1,001.68
CO ATTY SPEC LAW ENFORC	492	\$ 883.92	\$ _	\$ -	\$ 883.92
Drug Forfeiture Fund	493	\$ 20,916.00	\$ -	\$ -	\$ 20,916.00
Justice Assistance Grant	494	\$ 390.81	\$ -	\$ -	\$ 390.81
DRUG FREE GRANT 91-03	495	\$ 4,539.35	\$ -	\$ -	\$ 4,539.35
RURAL WATER #8 GRANT	505	\$ 246.00	\$ _	\$ -	\$ 246.00
FLOOD PURCHASE AGREEMENT	513	\$ =	\$ _	\$ -	\$ -
FLOOD BUYOUT PROG 1997	517	\$ -	\$ 	\$ -	\$ -
			\$ 1,044,679.58	\$ 347,911.28	

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BUDGET BALANCES 2010			CONTRACTOR			THE RESERVE THE RESERVE AS A LINE OF THE PARTY OF THE PAR	
			1st Half				
COUNTY GENERAL	Beginning Budget	BUDGET AVAIL.	May A/P	May A/P	May P/R	AFTER MAY ISSUE	%
Commissioners	\$ 91,500.00	\$ 61,776.77	\$ -	\$ 416.50	\$ 5,753.53	\$ 55,606.74	60.77%
County Clerk	\$ 165,000.00	\$ 117,932.64	\$ -	\$ 1,723.41	\$ 10,713.41	\$ 105,495.82	63.94%
County Treasurer	\$ 140,000.00	\$ 106,446.37	\$ -	\$ 261.15	\$ 17,966.01	\$ 88,219.21	63.01%
County Attorney	\$ 240,000.00	\$ 162,119.91	\$ -	\$ 1,321.76	\$ 16,153.23	\$ 144,644.92	60.27%
Register of Deeds	\$ 110,000.00	\$ 76,156.31	\$ -	\$ 308.26	\$ 8,396.05	\$ 67,452.00	61.32%
County Counselor	\$ 32,000.00	\$ 18,088.37	\$ -	\$ -	\$ 2,185.45	\$ 15,902.92	49.70%
Sheriff Dept	\$ 1,014,033.00	\$ 696,048.72	\$ -	\$ 9,381.90	\$ 53,625.47	\$ 633,041.35	62.43%
Sheriff O.T.	\$ 40,000.00	\$ 26,672.12	\$ -	\$ -	\$ 2,410.37	\$ 24,261.75	60.65%
District Court	\$ 266,800.00	\$ 193,520.39	\$ -	\$ 14,081.97	\$ 2,288.00	\$ 177,150.42	66.40%
Courthouse	\$ 455,000.00	\$ 374,217.31	\$ -	\$ 16,886.61	\$ 4,628.94	\$ 352,701.76	77.52%
Emergency Prep	\$ 78,578.00	\$ 28,020.39	\$ -	\$ 1,329.05	\$ 4,958.33	\$ 21,733.01	27.66%
Economic Dev.	\$ 2,300.00	\$ (2,700.00)	\$ -	\$ -	\$ -	\$ (2,700.00)	-117.39%
Planning Comm	\$ 6,300.00	\$ 509.25	\$ -	\$ -	\$ -	\$ 509.25	8.08%
Recreation	\$ 12,000.00	\$ 11,700.00	\$ -	\$ -	\$ -	\$ 10,700.00	89.17%
Jail	\$ 847,375.08	\$ 584,888.56	\$ -	\$ 29,343.27	\$ 35,602.24	\$ 519,943.05	61.36%
Computer Prog	\$ 25,000.00	\$ 3,111.28	\$ -	\$ 3,122.60	\$ -	\$ (11.32)	-0.05%
Jury Cost	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	100.00%
Juvenile Dentention	\$ 104,000.00	\$ 70,437.00	\$ -	\$ 8,181.00	\$ -	\$ 62,256.00	59.86%
Geneology Society	\$ 7,500.00	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 3,750.00	50.00%
Emergency 911	\$ 65,000.00	\$ 46,560.55	\$ -	\$ -	\$ 3,980.20	\$ 42,580.35	65.51%
Contract Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Gis Info	\$ 30,000.00	\$ 22,111.90	\$ -	\$ 1,748.60	\$ -	\$ 20,363.30	67.88%
Other Trans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Capital Lease	\$ 616,665.00	\$ 616,665.00	\$ -	\$ -	\$ -	\$ 616,665.00	100.00%
Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Jail Cert Part Cash Resv	\$ 107,315.00	\$ 107,315.00	\$ -	\$ -	\$ -	\$ 107,315.00	0.00%
Courthouse Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Capital Lease AS400	\$ -	\$ -				\$ -	0.00%
Capital Lease File Server	\$ -	\$ -				\$ -	0.00%
Total County General	\$ 4,466,366.08	\$ 3,335,347.84	\$ -	\$ 88,106.08	\$ 168,661.23	\$ 3,078,580.53	68.93%

	Begin	ning Budget	BL	JDGET AVAIL.		May A/P	May A/P	May P/R	AF	TER May ISSUE	%
County No-Fund Warrant	\$	238,777.00	\$	238,777.00	\$	-	\$ 1.	\$	\$	238,777.00	100.00%
Technology Fund					\$	-	\$ 239.82	\$ -			0.00%
Rd & Bridg	\$	3,360,000.00	\$	2,463,084.63	\$	-	\$ 779,983.88	\$ 112,342.70	\$	1,570,758.05	46.75%
Ex Counc	\$	201,340.00	\$	100,670.00	\$	-	\$ -	\$ -	\$	100,670.00	50.00%
Noxious Weed	\$	70,500.00	\$	60,604.03	\$	-	\$ 2,174.04	\$ 2,189.83	\$	56,240.16	79.77%
Health &Wic	\$	629,394.00	\$	569,900.63	\$	-	\$ 8,272.06	\$ 36,222.23	\$	525,406.34	83.48%
Fair	\$	1,985.00	\$	1,985.00	\$	•	\$ -	\$	\$	1,985.00	100.00%
Direct Elect	\$	189,000.00	\$	147,979.94	\$	-	\$ 18,652.43	\$ 3,249.40	\$	126,078.11	66.71%
Comm College	\$	-	\$	-	\$	•	\$ -	\$ -	\$	-	0.00%
Soil Conserv	\$	25,000.00	\$	12,500.00	\$		\$ -	\$ -	\$	12,500.00	50.00%
Special Bridge	\$	-	\$	-	\$		\$ 4,790.00	\$ 2,377.00			0.00%
Mental Health	\$	109,273.00	\$	54,636.50	\$	-	\$ -	\$ <u> </u>	\$	54,636.50	50.00%
Mental Retard.	\$	109,273.00	\$	54,636.50	\$	-	\$ -	\$ -	\$	54,636.50	50.00%
Ambulance	\$	576,576.00	\$	384,384.00	\$	-	\$ 48,048.00	\$ -	\$	336,336.00	58.33%
Inter-Gov 911	\$	189,676.00	\$	148,219.96	\$	_	\$ 3,072.35	\$ -	\$	145,147.61	76.52%
911 Wireless	\$	233,132.00	\$	233,132.00	\$		\$ 1,012.50	\$ _	\$	232,119.50	99.57%
Appraiser	\$	340,000.00	\$	235,136.15	\$	-	\$ 5,753.24	\$ 21,046.09	\$	208,336.82	61.28%
County Bldg.	\$	-	\$	-	\$	-	\$ -	\$ _	\$	-	0.00%
Employee Bene	\$	3,013,000.00	\$	1,981,302.75	\$	-	\$ 34,716.17	\$ -	\$	1,946,586.58	64.61%
Elderly	\$	20,000.00	\$	7,713.91	\$	-	\$ 219.74	\$ -	\$	7,494.17	37.47%
Plan/Train Grant	\$	-	\$	-	\$	-	\$ -	\$ -			0.00%
Landfill	\$	57,978.00	\$	56,475.11	\$	-	\$ 33.27	\$ -	\$	56,441.84	97.35%
Family Life		THE RESERVE THE PROPERTY OF THE PARTY OF THE			L		\$ 33,352.00				
Sewer Dist #1	\$	250,359.00	\$	226,227.16	\$	-	\$ 2,251.00	\$ 1,822.80	\$	222,153.36	88.73%
Bond & Int	\$	-	\$	-	\$	-	\$ -	\$ -	\$	-	0.00%
Storm Siren	\$	-	\$		\$		\$ 13,852.00	\$ -	\$	_	0.00%
Training	\$	_	\$	-	\$	-	\$ 151.00	\$ _	\$	-	0.00%
Attorney Application Fees	\$	-	\$		\$	-	\$ -	\$ -	\$	-	0.00%
Park	\$	13,926.26	\$	7,746.26	\$	-	\$ _	\$ -	\$	7,746.26	55.62%
Alcohol	\$	13,034.00	\$	13,034.00	\$	-	\$	\$ -	\$	13,034.00	100.00%
Tourism	\$	17,500.00	\$	17,500.00	\$	-	\$ -	\$ -	\$	17,500.00	100.00%
Spec Law	\$	2,221.00	\$	-	\$	-	\$ -	\$ -	\$		0.00%
Drug Tax Stamp Fund	\$	-	\$	-	\$	-	\$	\$	\$	-	0.00%
Total			\$		\$		\$ 1,044,679.58	\$ 347,911.28			

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GL64	32 G/L Recap - Repor	rting as of	5/20/2010 d	PEN	Created 5/20/2010	at 11:29	Page: 01
CILLI	KOKHH COONII	Beginning Cash	Revenue	Expenditures	Ending Cash	Encumbered	Unencumbered Cash Bal
001 002 003	KANSAS EDUCATIONAL BUILDI STATE INSTITUTIONS BUILDI CORRECTIONAL INSTITUTIONS	117.32-	44,434.48 22,217.21		44,434.48 22,217.21 117.32-		44,434.48 22,217.21 117.32-
004 005 008 010	STATE EDUCATIONAL STATE GENERAL FUND SALES TAX	1.98-			1.98-		1.98-
025 026 027 028 029	GAME LICENSES TEMPORARY BOAT PERMITS CEREAL MALT BEVERAGE STAM BROWN MAPS BAXTER NEWS	1,951.50 189.00			1,951.50 189.00		1,951.50 189.00
030 050 051 052	RURAL DIRECTORY SEK LIBRARY GENERAL SEK LIBRARY EMPLOYEE BE SEK LIBRARY K.P.E.R.S.	15.00	34,910.17 2,178.30		15.00 34,910.17 2,178.30 .01		15.00 34,910.17 2,178.30 .01
080 090 099 100	UNCLAIMED MONIES UNCLAIMED ESTATES COUNTY NO FUND WARRANTS COUNTY GENERAL FUND	11,902.05 157,756.07 205,487.08 276,460.18	37,820.13 402,115.83		11,902.05 157,756.07 243,307.21 678,576.01		11,902.05 157,756.07 243,307.21 678,576.01
101 103 105 107	COUNTY GENERAL FILING FEE TECHNOLOGY FUND STATE LINE ROAD PROJECT JAIL SALESTAX	39,083.80 258.45 232,509.03			39,083.80 258.45 232,509.03		39,083.80 258.45 232,509.03
108 110 111	LAW ENFORCEMENT CENTER ROAD AND BRIDGE SPORTSMAN PIT ROAD PROJEC	1,471,757.95	627,428.40		2,099,186.35		2,099,186.35
120 130 135	EXTENSION COUNCIL NOXIOUS WEED SEVERE WEATHER EQUIPMENT	34,663.91 65,915.52 22.00	60,327.57 20,385.40		94,991.48 86,300.92 22.00		94,991.48 86,300.92 22.00
140 142 145	HEALTH CLEAN UP ILLEGAL DUMP TRI COUNTY WIC ADMINISTRA	1,065,679.69 118.32	47,644.62		1,113,324.31		1,113,324.31
150 160 170	FAIR DIRECT ELECTION COMMUNITY COLLEGE	2,042.89 187,631.57 1,922.13	10.79 45,844.82		2,053.68 233,476.39 1,922.13		2,053.68 233,476.39 1,922.13
180 190 200 210 215	SOIL CONSERVATION SPECIAL BRIDGE BUILDING MENTAL HEALTH MENTAL RETARDATION FAMILY LIFE CENTER	4,694.72 437,460.76 19,958.03 19,776.67	7,464.42 44,700.24 33,582.82 33,668.40		12,159.14 482,161.00 53,540.85 53,445.07		12,159.14 482,161.00 53,540.85 53,445.07
216 220	FAMILY LIFE C BOND & INTE AMBULANCE INTER GOVERNMENTAL 911 911 WIRELESS	201,601.71 81,653.45 124,402.64	173,878.98		375,480.69 81,653.45 124,402.64		375,480.69 81,653.45 124,402.64
227 228 229	FEMA PUBLIC ASSISTANCE GR AT&T EXCELERATOR GRANT SEK REGIONAL INCAR VIDEO						
230 240 250	APPRAISER COST'S RE-APPRAISAL COUNTY BUILDING	170,997.25 3.82 898.49	91,176.62		262,173.87 3.82 898.49		262,173.87 3.82 898.49
260 265	EMPLOYEE BENEFITS PAYROLL WITHOLDING FUND	542,066.72 139.09-	731,350.22		1,273,416.94 139.09-		1,273,416.94 139.09-

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CHEROKEE	COLIMITY

CHE	ROKEE COUNTY	Annual art a Constant a contactor					
		Beginning Cash	Revenue	Expenditures	Ending Cash	Encumbered	Unencumbered Cash Bal
290 300 301	SPECIAL (TORT) LIABILITY SERVICE FOR ELDERLY DESIGNATED DV & SA PROSEC	16,734.61 218.05	6,301.25		16,734.61 6,083.20		16,734.61 6,083.20
302 303 304	CDBG-GRANT FAMILY LIFE 08LEPC PLAN/TRAIN GRANT SPIDER PROGRAM	39,286.69 14,377.44 6,275.00			39,286.69 14,377.44 6,275.00		39,286.69 14,377.44 6,275.00
305 306 307 308	COPS GRANT JAIBG GRANT 2001-13-02	5,201.43			5,201.43		5,201.43
309 310 311 312 313 314	JAIBG GRANT 99-13-01 LANDFILL JIAS PLANNING GRANT QUAKER HILL MANOR - CDBG REMODELING GRANT 97-PF091 ILLECP GRANT 99-09-01	91,334.84			91,334.84		91,334.84
315 316 317 318 319	ELM ACRES CDBG #91-PF-090 STRATEGIC PLANNING GRANT GALENA MINE CLOSURE EMERGENCY SHELTER GRANT						
320 330 335 336	SEWER DISTRICT#1 BD & INT SEWER DISTRICT#1 OPERATIO SEWER DISTRICT #2 CDBG - SEWER DISTRICT #2 EPA - G	5,542.84 231,205.73	2,123.12		5,542.84 233,328.85		5,542.84 233,328.85
337 338 339 340 350	SEWER DISTRICT #2 EMPG GRANT EMER PREP USDA STORM SIREN GRANT SHELTERED WOR BOND & INTE SHELTERED WOR CONSTR. & O	500.00 29,837.00 11.00			500.00 29,837.00 11.00		500.00 29,837.00 11.00
351 352 360 370 380	SHELTERED WOR TEMPORARY N SHELTERED WOR ACCRUED INT SPECIAL HIGHWAY IMPROVEME SPECIAL ROAD MACHINERY COUNTY SCHOOL FOUNDATION	1,264.20 225,100.00			1,264.20 225,100.00		1,264.20 225,100.00
390 400 410 412	BOND & INTEREST FEDERAL REVENUE SHARING PROSECUTING ATTORNEY TRAI ELECTRONIC MONITORING CON	1,340.54 378.67 910.00			1,340.54 378.67 910.00		1,340.54 378.67 910.00
413 414 415 420	ADMIN FEE FOR BAD CHECKS LIQUOR	5.00 68.81			5.00 68.81		5.00 68.81
430 440 450 460 465 470	SPECIAL PARKS & RECREATIO SPECIAL ALCOHOL PROGRAM TOURISM & CONVENTION PROM VIN INFORMATION NETWORK OF KS	13,436.05 6,680.54 800.00 280.00 1,131.37			13,436.05 6,680.54 800.00 280.00 1,131.37		13,436.05 6,680.54 800.00 280.00 1,131.37
480 489 490 491	BANKRUPTCY NO FUND WARRANTS CONCEALED WEAPON APPS SPECIAL LAW ENFORCEMENT T DRUG TAX STAMP FUND	1,865.21 5,600.00 569.69 1,001.68			1,865.21 5,600.00 569.69 1,001.68		1,865.21 5,600.00 569.69 1,001.68

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CHE	ROKEE COUNTY				_			
0			Beginning Cash	Revenue	Expenditures	Ending Cash	Encumbered	Unencumbered Cash Bal
492 493	CO ATTORNEY SE		883.92 20,916.00			883.92 20,916.00		883.92 20,916.00
494	JUSTICE ASSIST	ANCE GRANT	390.81			390.81		390.81
495	DRUG FREE GRAN	T 91-03 PRO	4,539.35			4,539.35		4,539.35
500	COMMUNITY CORE	RECTION FUND					2.0	
501	RURAL WATER DI	ST #4 #93-P	215 00			346 00		246.00
505 507	1996 FIRE RELI	EF CDANT	246.00			246.00		246.00
510	FLOOD BUY-OUT	(96 TAXES)						
513	FLOOD PURCHASE	AGREEMENT						
515	SEWER DISTS NO	1 & NO 2 P						
517	FLOOD BUY OUT			2000 2000 2000 2000 2000 <u>2</u> 000 200 <u>2</u> 0 420 <u>2</u> 20 200 200 200 200 200 200 200 200 200		*******************************		
519	CHEROKEE	GENERAL		2,857.64		2,857.64		2,857.64
521	CHEROKEE	CEMETERY						
523 525	CHEROKEE CHEROKEE	COMMUNITY B						
527	CRAWFORD	GENERAL		5,919.20		5,919.20		5,919.20
529	CRAWFORD	CEMETARY				3,313.20		3,313.20
531	CRAWFORD	FIRE						
533	GARDEN	GENERAL		13,015.82		13,015.82		13,015.82
535	GARDEN	CEMETERY						
537	LOLA	GENERAL		3,010.30		3,010.30		3,010.30
539 541	LOLA LOLA	CEMETERY FIRE						
543	LOWELL	GENERAL		2,346.66		2,346.66		2,346.66
545	LOWELL	CEMETERY		2,510.00		2,340.00		2,540.00
547	LOWELL	COMMUNITY B						
549	LOWELL	FIRE		2	2001 1001 100 1000 2000 2000 2000 2000		300000000000000000000000000000000000000	
551	LOWELL	GALENA-DEL.		to trainer and				2 12 2 2
553	LYON	GENERAL		1,476.30		1,476.30		1,476.30
555 557	LYON	FIRE		2,420.80		2 420 80		2,420.80
559	MINERAL MINERAL	GENERAL CEMETERY		2,420.00		2,420.80		2,420.60
561		COMMUNITY B						
563	NEOSHO	GENERAL		2,714.10		2,714.10		2,714.10
565	NEOSHO	CEMETERY						•
567	NEOSHO	FIRE						
569	PLEASANT VIEW			860.06		860.06		860.06
571 573	PLEASANT VIEW	GENERAL		2,597.86		2 507 96		2,597.86
575	ROSS	CEMETERY		2,397.00		2,597.86		2,597.80
577	ROSS	FIRE						
579	SALAMANCA	GENERAL		433.18		433.18		433.18
581	SALAMANCA	FIRE						
583	SHAWNEE	GENERAL		3,741.88		3,741.88		3,741.88
585	SHAWNEE	CEMETERY						
587	SHAWNEE	COMMUNITY B						
589 591	SHAWNEE SHERIDAN	FIRE GENERAL		3,083.54		3,083.54		3,083.54
593	SHERIDAN	CEMETERY		3,003.34		3,063.54		3,003.54
595	SPRING VALLEY			2,722.26		2,722.26		2,722.26
597	SPRING VALLEY							
599	SPRING VALLEY							

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CHEDOKEE	COLLINEA

CHEROKEE COUNTY						
	Beginning Cash	Revenue	Expenditures	Ending Cash	Encumbered	Unencumbered Cash Bal
601 BAXTER SPRING GENE	RAL	105,364.14		105,364.14		105,364.14
603 BAXTER SPRING LIBR	ARY	28,094.23		28,094.23		28,094.23
605 BAXTER SPRING INDU	STRIAL	.97		.97		.97
606 ERROR!!!!DO NOT US	E!!!!					E 550 55
607 BAXTER SPRING BOND	& INTE	7,570.65		7,570.65		7,570.65
609 BAXTER SPRING NOXI	OUS WEE	F F40 F0		E E40 E0		5,549.59
611 BAXTER SPRING RECR 613 BAXTER SPRING LIBR	LATION	5,549.59 4,878.51		5,549.59 4,878.51		4,878.51
615 BAXTER SPRING MEMO	RIAL BII	4,070.51		4,070.51		2,070.51
617 BAXTER SPRING EMPL	OYEE BE	117,473.65		117,473.65		117,473.65
619 BAXTER SPRING SPEC	IAL LIA	5,419.64		5,419.64		5,419.64
620 BAXTER SPRINGS MUS	EUM BLG	13,105.18		13,105.18		13,105.18
621 BAXTER SPRING SEWE	R					
623 BAXTER SPRING CLEA	N-UP					
625 BAXTER SPRING COLE	MAN-DIN					
627 BAXTER SPRING CAR 629 BAXTER SPRING PAV	C. CHDD					
631 BAXTER SPRING MOWI	NG	892.97		892.97		892.97
632 BAXTER SPINGS SOCI	AL SECU	032.57		052.57		054.57
633 COLUMBUS GENE		145,188.32		145,188.32		145,188.32
635 COLUMBUS LIBR		26,685.04		26,685.04		26,685.04
	STRIAL .48-			.48-		.48-
	& INTE	47,297.30		47,297.30		47,297.30
	OUS WEE	0 FDF 00		0 F0F 00		0 505 00
	EATION OYEE BE	2,525.02 74,808.10		2,525.02 74,808.10		2,525.02 74,808.10
	IAL LIA	1,756.90		1,756.90		1,756.90
	NG LOTS	462.23		462.23		462.23
	ING - B	102.120				
	ET IMPR					
	ING - N					
	LITION					
657 GALENA GENE		56,577.74		56,577.74		56,577.74
659 GALENA LIBR 661 GALENA BOND		18,485.22		18,485.22		18,485.22
	& INTE OUS WEE					
	OYEE BE	49,521.35		49,521.35		49,521.35
	IAL LIA	1,678.08		1,678.08		1,678.08
	LITION					
	N-UP					
	H SERVI					
	UNT. WA					
677 GALENA MOWI 679 ROSELAND GENE	NG LOTS					
	& INTE					
683 SCAMMON GENE		15,071.82		15,071.82		15,071.82
	AL SECU	10,0,1,02		,,,,_,		,
	& INTE	712.13		712.13		712.13
689 SCAMMON CEME	TERY	249.74		249.74		249.74
	MAN'S C			2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
693 TREECE GENE		1,718.96		1,718.96		1,718.96
	& INTE					
697 TREECE EMPL	OYEE BE					

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GL6432	G/L Recap - Repo	orting as of	5/20/2010	OPEN	Created 5/20/2010	at 11:29	Page: 05
CHEROKEE C	COUNTY	Beginning Cash	Revenue	Expenditures	Ending Cash	Encumbered	Unencumbered Cash Bal
699 WEIR	GENERAL		24,265.76		24,265.76		24,265.76
701 WEIR	LIBRARY		1,473.37		1,473.37		1,473.37
703 WEIR	BOND & INTE		3,924.56		3,924.56		3,924.56
705 WEIR	NO FUND WAR	3,291.78		STATE CONTRACTOR OF THE WAY THE WAY CONTRACTOR CONTRACT	3,291.78	2.5544.5566000000000000000000000000000000	3,291.78
707 WEIR	CEMETERY						
709 WEIR	TORT LIABIL						
711 WEIR 713 WEIR	UNEMPLOYMEN	l					
713 WEIR 715 WEIR	CLEAN-UP FIRE						
717 WEIR	SPECIAL FIR						
719 WEST MI			9,034.66		9,034.66		9,034.66
721 WEST MI		494.46-	3,001.00		494.46-		494.46-
723 WEST MI					365.73-		365.73-
725 WEST MI		, 2.82-			2.82-		2,82-
727 WEST MI	INERAL SPECIAL FIR				87.83-		87.83-
729 USD 247			53,116.34		53,116.34		53,116.34
731 USD 247					45 555 44		
733 USD 247			67,775.01		67,775.01		67,775.01
735 USD 250 737 USD 250		1	647.53		647.53		647.53
737 USD 250 739 USD 250			171.57		171.57		171.57
741 USD 250		, !	357.74		357.74		357.74
743 USD 250	0 SUPPLEMENTA		800.52		800.52		800.52
745 USD 404		•	204,284.55		204,284.55		204,284.55
747 USD 404		,	37.91		37.91		37.91
749 USD 404	4 BOND & INTE		26.85		26.85		26.85
750 USD 404			264,776.20		264,776.20		264,776.20
751 USD 493			307,186.06		307,186.06		307,186.06
753 USD 493			69,544.49		69,544.49		69,544.49
755 USD 493 757 USD 493			393,558.29	000 000 0000000000000000000000000000000	393,558.29	00000000000000000000000000000000000000	393,558.29
757 USD 493 759 USD 499		. 0./3-	66,824.83		6.73-		6.73-
761 USD 499		1	2.62		66,824.83 2.62		66,824.83 2.62
763 USD 499			11,570.30		11,570.30		11,570.30
765 USD 499			4,273.78		4,273.78		4,273.78
	SUPP GENERAL		125,134.35		125,134.35		125,134.35
767 USD 504	4 GENERAL		9.79		9.79		9.79
	4 SUPP GENERAL		14.97		14.97		14.97
769 USD 504		1					
771 USD 504			.98		.98		.98
773 USD 504		3	3.83		3.83		3.83
775 USD 505			867.40		867.40		867.40
777 USD 505 779 USD 505			152.43		152.43		152.43
781 USD 505			1,469.73 284.67		1,469.73 284.67		1,469.73
783 USD 508			145,251.64		145,251.64		284.67 145,251.64
785 USD 508		1	140,201.04		145,251.04		143,231.04
	SUPP GENERAL		182,965.66		182,965.66		182,965.66
787 USD 508	BOND & INTE	I	,		,550.55		,_,_,
789 CURRENT		5,044,152.92		5,176,471.84	132,318.92-		132,318.92-
	SHORT ACCOUNT	80.67-			80,67-		80.67-
795 PARTIAI		1,141.83			1,141.83		1,141.83

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CHEROKEE COUNTY

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Beginning Endina Unencumbered Cash Revenue Expenditures Cash Encumbered Cash Bal 408,206.34 408.206.34 408,206.34 REDEMPTION TAX 4,754.52 4,754.52-799 DELINQUENT PERSONAL TAX 4,754.52-11,122.99 11,122.99 11,122.99 801 JUDICIAL DELINOUENT PERSO 71.80 71.80 71.80 803 OVERPAYMENT 805 INHERITANCE TAX 16.07 16.07 16.07 807 FORECLOSURE REDEMPTION TA 213,283.31 213,283.31 809 PROTEST TAX 213,283.31 811 ESCAPE TAX 813 ESCAPE TAX - 1989 815 ESCAPE TAX - 1990 817 ADVANCE TAX HERITAGE TRUST FUND 760.01 819 760.01 760.01 821 VEHICLE PROPERTY TAX 420,143,72 420.143.72 420.143.72 4.20-822 16/20 M TAX 11,187.42 4.20-11,183.22 6.826.08 823 RECREATIONAL VEHICLE PROP 6.826.08 6,826.08 824 ANTIQUE TAX 825 IN LIEU OF TAX 550.00 550.00 550.00 827 253.95 RENT VEHICLE EXCISE TAX 253.95 253.95 828 MACHINERY & EOUIPMENT TAX 829 RESIDUE SALES TAX 831 TREASURERS CHECK FUND 832 SEK DISTRICT MEETING 900 INVESTMENT FUND 12,201,329.17 5,187,659.26 5,187,659.26 12,201,329.17 12,201,329.17 County Total: 1,815,000.00-INVESTMENT/AMERICAN BANK 1,815,000.00-INVESTMENT/BAXTER ST BANK 200,000.00-200,000.00-INVESTMENT/CIT BK OF WEIR 100,000.00 100,000.00 INVESTMENT/COL STATE BANK 6,850,000.00 6,850,000.00 1,300,000.00 1,300,000.00 EXCHANGE STATE BANK -- Total Invested --6,235,000.00 6.235,000.00 Cash: 5,966,329.17 5,966,329.17

Sales tax Payments from State of Kansas

<u>Date</u>	L	ocal Comp	L	ocal Retail	36	Jail Salestax	То	tal Salestax
January 2010	\$	16,361.57	\$	66,214.27	\$	41,287.92	\$	123,863.76
February 2010	\$	19,065.09	\$	79,322.38	\$	49,193.74	\$	147,581.21
March 2010	\$	26,779.61	\$	86,243.76	\$	56,511.69	\$	169,535.06
April 2010	\$	20,414.17	\$	76,199.35	\$	48,306.77	\$	144,920.29
May 2010	\$		\$	-	\$	-	\$	- 11,020.20
June 2010	\$	_	\$	_	\$	= 5	\$	-
July 2010	\$	_	\$	12	\$	=)	\$	₩ <u>₩</u>
August 2010	\$	_	\$		\$	= 81	\$	-
September 2010	\$	-	\$	-	\$	=0	\$	_
October 2010	\$	-2	\$	_	\$	<u>≅</u> 9:	\$	12
November 2010	\$	_:	\$	=	\$	≦;	\$	-
December 2010	\$		\$	-	\$	-	\$	-
8 6 8	\$	82,620.44	6.000	307,979.76	\$	195,300.12	\$	585,900.32
				001,010.10	Ψ.	100,000.12	**	000,000.02
<u>Date</u>	L	ocal Comp	L	ocal Retail	17	Jail Salestax	To	otal Salestax
January 2009	\$	29,705.26	\$	77,462.60	\$	53,583.93	\$	160,751.79
February 2009	\$	20,125.24	\$	82,925.13	\$	51,525.19	\$	154,575.56
March 2009	\$	21,181.22	\$	88,751.71	\$	54,966.47	\$	164,899.40
April 2009	\$	21,323.33	\$	60,223.78	\$	40,773.55	\$	122,320.66
May 2009	\$	22,636.87	\$	75,939.56	\$	49,288.22	\$	147,864.65
June 2009	\$	22,585.59	\$	50,200.07	\$	36,392.83	\$	109,178.49
July 2009	\$	48,340.82	\$	19,782.20	\$	76,899.45	\$	145,022.47
August 2009	\$	25,396.97	\$	73,387.47	\$	49,392.23	\$	148,176.67
September 2009	\$	21,540.39	\$	76,136.95	\$	48,838.68	\$	146,516.02
October 2009	\$	24,261.76	\$	75,761.89	\$	50,011.82	\$	150,035.47
November 2009	\$	19,837.90	\$	73,452.09	\$	46,644.99	\$	139,934.98
December 2009	\$	17,709.71	\$	74,196.98	\$	45,953.34	\$	137,860.03
	\$	294,645.06	\$	828,220.43	\$	604,270.70	\$	1,727,136.19
<u>Date</u>	L	ocal Comp	L	ocal Retail		Jail Salestax	To	otal Salestax
January 2008	\$	20,989.47	\$	77,225.55	\$	35,365.37	\$	133,580.39
February 2008	\$	18,513.47	\$	87,060.13	\$	52,786.80	\$	158,360.40
March 2008	\$	23,598.38	\$	87,515.41	\$	55,556.90	\$	166,670.69
April 2008	\$	75,769.48	\$	20,837.49	\$	48,303.49	\$	144,910.46
May 2008	\$	27,971.15	\$	84,934.78	\$	56,452.96	\$	169,358.89
June 2008	\$	23,973.03	\$	70,211.07	\$	47,092.05	\$	141,276.15
July 2008	\$	31,806.65	\$	75,283.52	\$	53,545.09	\$	160,635.26
August 2008	\$	27,399.85	\$	79,029.53	\$	53,214.69	\$	159,644.07
September 2008	\$	41,087.52	\$	78,037.87	\$	59,562.70	\$	178,688.09
October 2008	\$	39,629.89	\$	84,286.51	\$	61,958.19	\$	185,874.59
November 2008	\$	33,225.85	\$	83,776.87	\$	58,501.36	\$	175,504.08
December 2000	•	27 000 22	ď	04 040 50	•	FC 054 00	φ.	100 101 71

56,054.90 \$

638,394.50 \$ 1,942,667.78

168,164.71

December 2008 \$ 27,860.23 \$ 84,249.58 \$

\$391,824.97 \$912,448.31 \$

Date	L	ocal Comp	L	ocal Retail	<u>J</u>	ail Salestax	To	tal Salestax
January 2007	\$	21,507.18	\$	65,016.32	\$	43,261.75	\$	129,785.25
February 2007	\$	21,821.97	\$	80,015.02	\$	50,918.50	\$	152,755.49
March 2007	\$	19,464.97	\$	64,361.11	\$	41,913.05	\$	125,739.13
April 2007	\$	19,747.78	\$	75,818.51	\$	19,747.78	\$	115,314.07
May 2007	\$	24,383.25	\$	74,061.82	\$	49,222.54	\$	147,667.61
June 2007	\$	23,513.87	\$	66,559.25	\$	45,036.56	\$	135,109.68
July 2007	\$	76,753.20	\$	19,984.45	\$	48,368.82	\$	145,106.47
August 2007	\$	32,661.07	\$	70,648.00	\$	51,654.54	\$	154,963.61
September 2007	\$	21,507.59	\$	70,627.03	\$	46,067.32	\$	138,201.94
October 2007	\$	23,360.46	\$	83,907.01	\$	53,633.73	\$	160,901.20
November 2007	\$	90,357.60	\$	19,626.86	\$	19,626.86	\$	129,611.32
December 2007	\$	22,222.53	\$	71,565.29	\$	46,893.90	\$	140,681.72
	\$	397,301.47	\$	762,190.67	\$	516,345.35	\$	1,675,837.49

CHEROKEE COUNTY HIGHWAY DEPARTMENT

Cherokee County Highway Department is accepting BIDS price per ton for the period of May 24, 2010 to May 25, 2011 for the furnishing of complete laydown operation which includes the rollers, laydown machine, personnel to operate equipment and laborers; \$ See below; furnishing of distributors and tack oil, but is to exclude the trucking, which the Cherokee County Highway Department will do. \$ See below; Total \$

\$ 6.00 perton for roads and streets (minimum 500 tons perday)

\$ 15.00 per ton for parking lots \$ 2.50 per gallon for sprayed tack oil

Larry ETwiter, Owner DBA Teeter's Paving

> Driveways • Parking Lots • Sealing Overlays • Patch • Repairs • Striping



Teeter's Paving

Office (918) 674-2755 FAX (918) 674-1127 502 Main P. O. Box 216 Quapaw, OK 74363 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.

- Whereas Board agrees to purchase all of its requirements of asphalt for road and highway construction and repair from <u>Teeter's Asphalt & Materials</u> throughout the duration of this contract which shall be the period of May 24, 2010 thru May 25, 2011 subject to the exceptions and limitations as hereinafter specified.
- 2. Throughout the terms of this contract <u>Teeter's Asphalt & Materials</u> agrees to supply the asphalt requirements of Board at the following prices: HMCL (commercial) asphalt at \$_----- per ton; C-Mix asphalt at \$_50.00---- per ton; BM2D (Kansas specifications) asphalt at \$_60.00---- per ton; and, BM2 asphalt at \$_55.00---- 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 County, 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 & Mat 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 Teeter's Asphalt & Materialo 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 <u>Teeter's Asphalt & Materi</u> 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 <u>Teeter's Asphalt & M</u> 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, <u>Teeter's Asphalt & Materia</u> 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 & Materi 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	19

igned and executed thissoard of County commissioners		
	Pat Collins	
	Cherokee County Co	mmissioner
	Jack Garner	
	Cherokee County Co.	mmissioner
	Richard Hilderbrand	
	Cherokee County Co	mmissioner

NOTICE

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

CHEROKEE COUNTY HIGHWAY DEPARTMENT

Cherokee County Highway Department is accepting BIDS price per ton for the period of May 24, 2010 to May 25, 2011 for the furnishing of complete laydown operation which includes the rollers, laydown machine, personnel to operate equipment and laborers; \$_3.50_______; furnishing of distributors and tack oil, but is to exclude the trucking, which the Cherokee County Highway Department will do. \$_1.75_____; Total \$_____5.25______.

Lay Down prices subject to adjustment for patch JONS

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 24, 2010 at 11:15 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		

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 <u>Tri-State Asphalt Inc</u> throughout the duration of this contract which shall be the period of May 24, 2010 thru May 25, 2011 subject to the exceptions and limitations as hereinafter specified.
- 2. Throughout the terms of this contract Tri-State Asphalt Incagrees to supply the asphalt requirements of Board at the following prices:

 HMCL (commercial) asphalt at \$ 51.25 per ton; C-Mix asphalt at \$ 44.52 per ton; BM2D (Kansas specifications) asphalt at \$ 48.25 per ton; and, BM2 asphalt at \$ 44.97 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 As phalt Inc plant in or Picher OK near (location of supplier's product) 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 Asp halt 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 Asohalt 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 Inchereunder.
- 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 Thotale 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 Tractate 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 Tractate 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

Tn-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	24	day of	May	,	2010.
			•		

By Bill Adams, President

* Please note * Prices listed on this bid one based on ail prices as of the date of this bid and are subject to the availability of oil.

Mix prices are subject to change based on oil prices

OZARK INDUSTRIAL LUBRICANTS, LLC

Robert Hasenplaugh
Sales Associate

1107 South Neosho Boulevard Neosho, Missouri 64850

Phone: 417-451-0983 Fax: 417-451-1133 Mobile: 417-825-5834

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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 24, 2010 at 11:15 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

And the state of t	
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, 2010 to May 25, 2011.

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 \$6.59 GAL

Fleet 30 CF, CF-2/SL Drum # 44 33. 92

Hydraulic Oil Universal Tractor Hydraulic Fluid – Specs – CAT TO-2 – J.I Case Ms-1210 (TCH) - John Deere J-20C Bulk # 5.72 GAL

Tandem Drive T04 SAE 50wt. Drum \$466.85

Circle Drive API GL-5/MT-1 Gear oil 85-140wt. Drum 561.56

Coolant E.L.C. 50/50 Heavy Duty Drum 274. 45

Multi-Purpose Transmission Gear Oil 400# drums - GL5 80/90 ⁴ 484. 56

Chassis Grease EP#2 Cartridges 5% Moly \$ 243 EACH OR \$ 121.88 CASE OF 50 C+

D3M Spec. GM-6137-M Ford M2C185A Allison C-3 Cat TO-2 Bulk / / /. 79

Diesel Exhaust Fluid, 32.5 strength urea solution and deionized water 55 gal. drum 278.89

50/50 Universal Permanent Antifreeze Spec. GM 1825- GM 1899- Ford ESE-M97B44-A-Cummins 85T8-2-ASTM 4895 4.99 GAL

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

CONTRACT

For the oils, grease, and ar	itifreeze as provided in the Notice to Bidders.	
Specifications, and Proposal form	ing a part of this contract, and attached hereto	, all,
which are hereby, made a part of t	his contract.	
This agreement, entered in	to this, day of,	by
and between the Board of Cheroke	ee County Commissioners, Columbus, Kansas	, party of
the first part, and	, known as the party of the se	econd
part, for the furnishing of asphalt,	oils and grease, and antifreeze.	
Witnesseth, That for and in	n consideration of the payments and agreemen	ts
mentioned in the proposal, hereto	attached, to be made and performed by the par	ty of the
first part, the party of the second p	art agrees with said party of the first part to fu	rnish and
deliver all asphalt, oils and grease,	and antifreeze in accordance with the specific	cations
and proposal herein described, and	in full compliance with all the terms of this	
agreement, for the period of May 2	24, 2010 to May 25, 2011, inclusive.	٠
It is also understood and ag	greed that the advertisement, proposal and	
specifications hereto attached are a	all essential documents of this contract and are	a part
thereof.		
In witness whereof, the par	ties hereto have set their hands on the date her	ein
named.		
	THE BOARD OF COUNTY COMMISSION	NERS
	OF CHEROKEE COUNTY	
ě.		
	Pat Collins	
	Fat Collins	
		134 V
	Jack Garner	. *
# H		
	Richard Hilderbrand	Ė
	Deuter - Cal - Einst Deut	
ž.	Party of the First Part	
ATTECT.		
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:

OZARK (NOUSTRIAL L

FIRM NAME

LLC

BY:

TITLE OF PERSON SIGNING

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, 2010 to May 25, 2011.

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 CONOCO FLT EC 15.40 12:00/ gallow Bulk

Fleet 30 CF, CF-2/SL Drum conoco HD FLT 30 757.55 / DRUM

Hydraulic Oil Universal Tractor Hydraulic Fluid - Specs - CAT TO-2 - J.I Case Ms1210 (TCH) - John Deere J-20C Bulk 15 PREmium Tractor Fluid 7.51 / gallo Muck

Tandem Drive T04 SAE 50wt. Drum CoNOCO POWER ORING 50 865.76 / Drum

Circle Drive API GL-5/MT-1 Gear oil 85-140wt. Drum CONOCO UGL 85/14. 907.60 /Daum

Coolant E.L.C. 50/50 Heavy Duty Drum FINAL CHARGE 50/50 697.63 / DRUM

Multi-Purpose Transmission Gear Oil 400# drums - GL5 80/90 CoNoco use solas 792.31 /Dann

Chassis Grease EP#2 Cartridges 5% Moly Cop Metarcek KD-5 38.50 / C6-10

D3M Spec. GM-6137-M Ford M2C185A Allison C-3 Cat TO-2 Bulk Power DRIVE 30 14.01 / GALLON

Diesel Exhaust Fluid, 32.5 strength urea solution and deionized water 55 gal. drum ADBUE DEF 6

50/50 Universal Permanent Antifreeze

Spec. GM 1825- GM 1899- Ford ESE-M97B44-A-Cummins 85T8-2-ASTM 4895 PEAK UFETIME 759.5

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

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 WALLS LUBRICANTS LLC, 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, 2010 to May 25, 2011, 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:

FIRM NAME

Steve Whipley

Gan Mgr

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 24, 2010 at 11:15 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		

BIDS MUST BE SEALED



Universal Gear Lubricant

Conoco® Universal Gear Lubricant is a multipurpose, extremepressure, API GL-5 automotive gear lubricant specifically designed for use in passenger car and truck axles with hypoid gear sets.

Universal Gear Lubricant is formulated to provide long service life and extended gear life in automotive differentials operating under varying conditions of speed, load, temperature and torque. The carefully balanced formulation is designed to minimize oxidative sludge and varnish formation, reduce wear, prevent scoring damage, and protect against metal fatigue and spalling damage under shock-load conditions.

Applications

- Service fill of conventional differentials on passenger cars and trucks
- Top-off only of limited-slip differentials on passenger cars and light trucks⁽¹⁾
- Service fill of differentials, final drives and transfer cases in some off-highway equipment
- Non-synchronized manual transmissions in trucks, buses and heavy equipment where the manufacturer specifies an API GL-5 or MT-1 gear oil

"Note: For complete drain and refill, many limited-slip differentials may require the manufacturer's specified gear lubricant or supplemental additive. Refer to the owner's manual for specific requirements.

Universal Gear Lubricant meets or exceeds the requirements of:

- API Service GL-5, MT-1
- ArvinMeritor O76-A (SAE 85W-140), O76-D (SAE 80W-90)
- Ford WSP-M2C197-A (SAE 80W-90)
- Mack GO-J
- MIL-PRF-2105E
- SAE J2360

Features/Benefits

- Excellent oxidation resistance and thermal stability to minimize sludge and varnish formation
- Excellent thermal durability and extreme-pressure properties for extended gear life

Multipurpose Automotive Gear Lubricant, API GL-5/MT-1

Contact Information

U.S. Customer Service: 1-800-640-1956

Technical Hot Line: 1-800-255-9556

International Customer Service: +1-832-486-3363 +1-832-486-3870

E-mail address: conocolubricants@ conocophillips.com



- · High load-carrying capacity for protection against scuffing and wear
- · Protects against rust and corrosion
- · Good foam resistance

Universal	Gear	uhr	icant

- Universal C	AUGI EURITOUIII				
Typical Properties					
SAE Grade	80W-90	85W-140			
Specific Gravity @ 60°F	0.887	0.896			
Density, lbs/gal @ 60°F	7.40	7.47			
Color, ASTM D1500	3.0	4.0			
Flash Point (COC), °C (°F)	212 (414)	216 (421)			
Pour Point, °C (°F)	-30 (-22)	-12 (10)			
Viscosity, Brookfield					
cP @ -26°C	128,000				
cP @ -12°C	_	61,500			
Viscosity, Kinematic					
cSt @ 40°C	140	319			
cSt @ 100°C	14.3	24.2			
Viscosity Index	99	98			

Health and Safety Information

For recommendations on safe handling and use of this product, please refer to the Material Safety Data Sheet via http://w3.conocophillips.com/NetMSDS.

Typical properties are average values only and do not constitute a specification. Minor variations that do not affect product performance are to be expected during normal manufacture, and at different blending locations. Product formulations are subject to change without notification.

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For All Heavy-Duty Former

FINAL CHARGE® Global Extended Life Coolant/Antifreeze meets the following specifications:

- Cat EC-1
- Detroit Diesel 93K217
- MAN 324 typ SNF
- Behr Radiator
- Cummins 14603
- Mercedes DBL 7700
- MTU 5048
- ASTM D-3306

FINAL CHARGE® Global Extended Life Coolant meets the performance requirements of the following specifications:

- ASTM D-6210
- Navistar B1
- John Deere H24A1/C1
- TMC RP 329
- Mack Truck SB232-014
- Freeze/Boil Protection Chart *using a 15psi pressure cap **PROTECTS AGAINST** % of Cooling System Capacity Boiling Freezina Down to Up to(*) -10°F 259°F 40 50 -34°F 265°F -62°F 270°F 60

FINAL CHARGE® Global Extended Life Coolant/Antifreeze features a patented Organic Acid Technology (OAT) that delivers total cooling system protection for 600,000 miles of on-road use (6 years of 12,000 hours or off-highway use) without the use of Supplemental Coolant Additives (SCAs). To maintain the protection provided by FINAL CHARGE Global Extended Life Coolant/Antifreeze, the proper level of FINAL CHARGE coolant's patented inhibitor system must be present. This can be achieved by adding FINAL CHARGE Extender after 300,000 miles of on-road use (3 years or 6,000 hours of off-highway use). When required, top-off the cooling system with FINAL CHARGE concentrate or FINAL CHARGE® Global Extended Life 50/50 Pre-DilutedCoolant/Antifreeze and maintain the freeze point between -23° F and -62° F in the cooling system.

FINAL CHARGE Global Extended Life Coolant/Antifreeze is a phosphate-free, silicate-free, nitrite-free and borate-free, globally formulated coolant which uses proprietary organic corrosion inhibitors to provide outstanding long-term wet sleeve liner cavitation and corrosion protection of all cooling system metals. Additional advantages of using FINAL CHARGE Global Extended Life Coolant/Antifreeze include:

- Meets the nitrite-free requirements of Detroit Diesel 93K217 specification
- Eliminates the need for SCAs (Supplemental Coolant Additives), chemically charged filters and inhibitor testing, saving time and money
- Patented formula, with Contamination Tolerant Additives (CTAs), can be mixed
 with in any proportion with other coolants with no detrimental effect to corrosion
 protection. However, to realize FINAL CHARGE coolants maximum protection,
 contamination levels should be kept below 25%
- Designed to provide excellent heat transfer
- Provides effective long-term corrosion protection of all cooling system components
- Provides exceptional long-term elastomer compatibility

FINAL CHARGE® Global Extended Life Coolant/Antifreeze is recommended for use in the cooling systems of all types of heavy-duty diesel, gasoline, natural gas engines and stationary engines

CHEMICAL PROPERTIES

PROPERTY	ASTM D-3306 SPECIFICATION	TYPICAL VALUES FOR FINAL CHARGE ANTIFREEZE
SPECIFIC GRAVITY (60/60°F)	1.110 - 1.145	1.126
FREEZING POINT, 50 VOL. %, °F	-34 MAX.	-34
BOILING POINT, "F	300 MIN.	338
BOILING POINT, 50 VOL. %, °F	226 MIN.	226
EFFECT ON AUTOMOTIVE FINISH	NO EFFECT	NO EFFECT
PH, 50 VOL. %	7.5 - 11.0	7.9
CHLORIDE, PPM	25 MAX.	20
RESERVE ALKALINITY	REPORT	7
WATER (WT. %)	5 MAX.	2
ASH (WT. %)	5 MAX.	2
COLOR		RED

FINAL CHARGE® GLOBAL Extended Life Coolant/Antifreeze is available by the case, 55-gallon drum and bulk. To order, please call Old World Industries, Inc. Customer Service at 1-800-323-8755.

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Old World Industries, Inc., 4065 Commercial Avenue, Northbrook, Illinois 60062-1851



Your Antifreeze HeadquartersFor Over 50 Years!

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10 Easy Steps to change your own antifreeze!

PEAK™ Global LifeTime™



One Gallon (US)

Select Another Product



3.78 Litre (Canada)

PEAK Global™ LifeTime™ Antifreeze & Coolant - Antigel/Réfrigerant features a patented, advanced organic acid technology that provides guaranteed LifeTime protection - for as long as you own your vehicle!* Its patented inhibitors will provide maximum protection against damaging rust and corrosion in all automobiles and light trucks worldwide, regardless of make, model, year or original antifreeze color.

- Provides guaranteed LifeTime protection - for as long as you own your vehicle - when a complete cooling system flush and fill is performed and specified maintenance followed
- Formulated for use in all American, Asian and European automobiles
- Features a patented non 2-EH formula that is phosphate-free and silicate-free
- Can be used to top-off any color of automotive antifreeze including green, yellow, orange, fuschia, blue and red
- Amber color will not change the current antifreeze color when used for topping off
- Meets ASTM D-3306 and ASTM D-4340



* A complete cooling system flush and fill is required Follow vehicle's owner's manual for specified maintenance. For all limited warranty details, including maintenance requirements and claims processing information, please use our "contact us" form or send a self-addressed, stamped envelope to PEAK Global LifeTime Warranty, 4065. Commercial Ave., Northbrook, IL 60062. Click here for warranty terms.

Recommended For Automobiles With The Following Antifreeze Specifications:

- ANFOR 15-601
- BS 6580 (British Standard)
- Chrysler MS7170
- Chrysler MS9769
- GM 1825M
- GM 6277M (DEX-COOL® Spec)
- JASO M325 (Japan)
- JIS K 2234 (Japan)

PEAN GIOUAI LITETIME

- Ford ESE-M97B44-A
- Ford WSS-M97B44-D
- Ford WSS-M97B51-A1
- FVV HEFT R443 (Germany)

- SAE J1034
- Mercedes Benz DBL 7700

F.A.Q.

(frequently asked questions)

M.S.D.S.

(material safety data sheets)

WARRANTY

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For the International Distributors list

Terms and Conditions

-

AUS32 (AdBlue®) Specifications as per DIN70070

Product Properties for AdBlue®

Urea 32,5 % - solution in water

	Min.	Max.	
Urea content	31.8	33.2	% by we
Density at 20°C	1.0870	1.0930	g/cm ³
Refracting index at 20°C	1.3814	1.3843	1000
Alkalinity as NH3		0.2	%
Biuret		0.3	%
Aldehyde		5	mg/kg
Insolubles		20	mg/kg
Phosphate (PO4)		0.5	mg/kg
Calcium		0.5	mg/kg
Iron		0.5	mg/kg
Copper		0.2	mg/kg
Zinc		0.2	mg/kg
Chromium		0.2	mg/kg
Nickel		0.2	mg/kg
Aluminium		0.5	mg/kg
Magnesium		0.5	mg/kg
Sodium		0.5	mg/kg
Potassium		0.5	mg/kg

Revised:

DIN 70070 August 2005 (quality standard) DIN V 70071 June 2005 (analytical standard)

PREMIUM TRACTOR HYDRAULIC FLUID

	Typical Properties
SAE Grade	
Automotive	10W-20 (Approx)
Gear	75
Viscosity, cSt	
At 40 C	55
At 100 C	9.2
Viscosity, SUS	
At 100 F	220
At 210 F	58
Viscosity Index	140 (Minimum)
Flash Point, Deg F	392
Pour Point, Deg F	-40
Gravity, API @ 60 F	28.2
Density, lbs/gallon	7.38

The values shown are typical of current production. Some are controlled in the manufacturing process, while other are not. All of them may vary within tolerable ranges.

A high quality, specially designed lubricant containing anti-rust, anti-foam and oxidation inhibitors; plus other additives necessary for the wide range of applications recommended by various tractor manufacturers. The product is an "all-seasonal" type of oil that resists thickening in cold weather and thinning in the heat of summer. It is compounded with detergents to keep transmissions clean and maintain hydraulic control circuits in perfect working condition; and provides excellent protection against seal and pump deterioration. Operators, especially farmers, will appreciate the multi-purpose application of Premium Tractor Hydraulic Fluid for transmissions, final drives, and hydraulic systems of tractors thereby eliminating the requirement to stock a variety of oil products. Premium Tractor Hydraulic Fluid is currently being used in a variety of mechanical systems world-wide.

APPLICATION

Formulated and recommended for multipurpose use in transmissions, differentials, hydraulic and power steering units in many different makes of tractors and farm equipment. A listing below suggests those applications where Premium Tractor Hydraulic Fluid may be used with confidence.

Allis Chalmers - 272843
Allison Transmission Div., GMC C-3, C-4 *
J.I. Case MS-1206 & MS-1210
Caterpillar TO-2**
Clark Transmissions
John Deere J20C, J21A, J14C
Deutz-Allis 272843
Ford New Holland ESN-M2C41-B, M2C134-D
Hesston Fiat AF-87

International Harvester B-6 Kubota UDT Fluid Landini Massey Ferguson M-141 Oliver Type 55 Steiger Sundstrand White Q 1826 & Type 55

*Allison does not recommend Tractor Hydraulic Fluids for C-4 service.

^{**}Premium Tractor Hydraulic Fluid is not recommended for Cat T0-4 service.

Use Drive Train TC of the appropriate viscosity.



Megaplex® XD5

Megaplex XD5 is a high-performance, multipurpose, extremepressure (EP) lithium complex grease developed to satisfy the severe lubrication requirements of mining and off-road equipment manufactured by Caterpillar, Terex, Komatsu Dresser, Le Tourneau, P&H and others. It is particularly recommended for use in AC and DC electric-drive haul trucks, cranes, scrapers, shovels and drag lines operating under heavy or shock load conditions.

Megaplex XD5 is manufactured with high-quality base oils thickened with lithium complex soap. It is fortified with extreme-pressure additives, 5% molybdenum disulfide (moly), a tackifier, and rust and oxidation inhibitors to provide excellent wear protection as well as excellent corrosion protection and resistance to water washout in equipment operating under wet conditions and/or high temperatures and subject to heavy or shock loading.

Megaplex XD5 is available for four grades for summer and winter use. Megaplex XD5 1W is formulated with a lower-viscosity base oil than the other three grades for better pumpability at low ambient temperatures.

Applications

- Chassis parts and wheel bearings of mining and other off-highway equipment
- Caterpillar 5100 and 5200 series hydraulic excavator mining shovels
- · Terex haul trucks
- Heavily loaded plain and rolling-element bearings in industrial gearboxes where the manufacturer specifies a high-temperature, extreme-pressure grease with 5% moly

Megaplex XD5 meets the requirements of the following OEM specification:

· Caterpillar Multipurpose Molybdenum Grease (MPGM)

Features/Benefits

- Meets Caterpillar and Terex requirements for 5% moly grease
- High dropping point (>500°F)
- · High load-carrying capacity
- · Excellent wear protection
- · Excellent resistance to water washout
- · Excellent resistance to separation

Extreme-Pressure
Lithium Complex
Grease With
5% Moly For Mining
And Off-Road
Equipment

Contact Information

U.S. Customer Service: 1-800-822-6457

Technical Hot Line: 1-800-766-0050

International Customer Service: +1-832-486-3363 +1-832-486-3870

E-mail address: lubricants@ conocophillips.com



· Protects against rust and corrosion

	Typica	l Properties		
NLGI Grade	0	1W	1	2
Thickener	Lithium Complex	Lithium Complex	Lithium Complex	Lithium Complex
Color	Gray-Black	Gray-Black	Gray-Black	Gray-Black
Dropping Point,				
_°C	>260	>260	>260	>260
°F	>500	>500	>500	>500
Density, lbs/gal	7.92	7.92	7.96	7.99
Penetration, Worked (60 strokes),			
ASTM D217	355-385	310-340	310-340	265-295
Texture	Tacky	Tacky	Tacky	Tacky
Molybdenum Disulfide, wt %	5	5	5	5
Four-Ball EP, ASTM D2596,				
Weld Load, kgf	315	315	400	400
Four-Ball Wear, ASTM D2266,	5			
Scar Diameter, mm	0.50	0.65	0.50	0.50
Oxidation Stability, ASTM D942,	100 hours,			
Pressure Drop, psi (kPa)	4 (28)	5 (35)	5 (35)	5 (35)
Rust Prevention, ASTM D1743	Pass	Pass	Pass	Pass
Timken OK Load, ASTM D2509,	lb 55	55	60	60
Base Oil Properties:				
Viscosity,				
cSt @ 40°C	180	100	177	338
cSt @ 100°C	13.7	10.0	14.2	23.3
SUS @ 100°C	962	526	943	1,810
SUS @ 210°F	75	60	77	116
Viscosity Index	60	76	60	85
Usable Temperature Range,				
° C	-23 to 204	-28 to 93	-20 to 204	-12 to 204
°F	-10 to 400	-20 to 200	-5 to 400	10 to 400

Health and Safety Information

For recommendations on safe handling and use of this product, please refer to the Material Safety Data Sheet via http://w3.conocophillips.com/NetMSDS.

Ty pical properties are average values only and do not constitute a specification. Minor variations that do not affect product performance are to be expected during normal manufacture, and at different blending locations. Product formulations are subject to change without notification.

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Fleet Supreme EC® Engine Oil

Fleet Supreme EC (Emission Compatible) is an API CJ-4 universal fleet engine oil developed for use in four-stroke cycle diesel engines designed to meet 2007 on-highway exhaust emission standards. It is specially formulated to protect exhaust aftertreatment devices such as diesel particulate filters (DPFs) and diesel oxidation catalysts (DOCs). It also is backward serviceable for use in pre-2007 diesel engines where API CI-4 PLUS, CI-4, CH-4 or CG-4 oils are specified.

Fleet Supreme EC is designed for use in mixed fleets with both on-highway and off-road equipment operating in varying climates and under varying loads and service conditions. It has excellent soot dispersancy to protect against soot-induced oil thickening and abrasive wear, and excellent oxidation resistance to help minimize deposit formation. The low-ash formulation is designed for compatibility with all exhaust emission control systems in modern diesel engines, and to help prolong DPF life.

Fleet Supreme EC meets or exceeds the requirements of API Service Categories CJ-4, CI-4, CH-4, CG-4 and SM. It is approved under the latest OEM specifications from Caterpillar, Cummins, Detroit Diesel, Mack, Mercedes and Volvo for use in their 2007 low-emissions engines. It is formulated for use in diesel engines operating on diesel fuels with sulfur content up to 500 ppm. However, for applications not using Ultra-Low Sulfur Diesel (ULSD), consult the engine manufacturer for recommended service interval.

Applications

- On-highway diesel trucks equipped with exhaust aftertreatment devices, such as diesel particulate filters and oxidation catalysts
- Diesel engines equipped with EGR, ACERT or other emissions control technologies
- Older diesel equipment with conventional, non-EGR engines
- · Off-highway construction, earth moving and mining equipment
- · Mixed fleets with diesel and gasoline-fueled vehicles

Fleet Supreme EC meets or exceeds the requirements of:

- API Service CJ-4, CI-4, CH-4, CG-4, SM
- API CI-4 PLUS (SAE 15W-40)
- ACEA E7-04, E5-02, E3-96 (SAE 15W-40)
- · Caterpillar ECF-3, ECF-2, ECF-1a

API CJ-4 Diesel Engine Oil For Low-Emission Engines

Contact Information

U.S. Customer Service: 1-800-822-6457

Technical Hot Line: 1-877-445-9198

International Customer Service: +1-832-486-3363 +1-832-486-3870

E-mail address: lubricants@ conocophillips.com



- Cummins CES 20081
- Detroit Diesel Power Guard 93K218 (SAE 15W-40), Power Guard 93K214 (SAE 15W-40), 7SE270 (4-stroke cycle engines)
- · International (Navistar) diesel engines
- Mack EO-O Premium Plus (SAE 15W-40), EO-M Plus (both grades)
- Mercedes-Benz Sheet 228.31 (SAE 15W-40)
- MTU MTL 5044 Type 2.1 (SAE 15W-40)
- Volvo VDS-4, VDS-3, VDS-2 (SAE 15W-40)

Features/Benefits

- Excellent protection for new 2007 emissions-compliant engines and older diesel engines
- · Specially formulated to protect exhaust aftertreatment devices
- · Protects against particulate filter plugging
- Excellent soot control for protection against abrasive wear and soot-induced oil thickening
- · Excellent resistance to viscosity and thermal breakdown at high temperatures
- · Protects against sludge and varnish formation
- · Protects against wear
- · Protects against rust and bearing corrosion
- Good resistance to foaming and aeration

Ty Dical properties are average values only and do not constitute a specification. Minor variations that do not affect product performance are to be expected during normal manufacture, and at different blending locations. Product formulations are subject to change without notification.

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Conoco HD Fleet® Engine Oil

Conoco® HD Fleet Engine Oil is a high-quality diesel engine oil designed primarily for use in high-output, 2-stroke cycle diesel engines. It is particularly recommended for use in 2-stroke cycle diesel engines in transit buses and marine fleets running on low-sulfur diesel fuel. It also may be used in some heavy-duty manual transmissions in trucks and buses.

HD Fleet Engine Oil is formulated to provide excellent wear protection, to minimize the formation of sludge and varnish, to protect against rust and bearing corrosion, and to resist foaming. Its low ash content helps minimize the formation of ash deposits on valve seats and faces, and helps keep intake ports clear to maintain good power output in 2-stroke cycle applications.

HD Fleet Engine Oils SAE 30, 40 and 50 meet or exceed the requirements of API Service Categories CF-2 and CF, and also may be used in applications where API CD quality oils are specified. The SAE 10W and 20W-20 viscosity grades are intended for use in the hydraulic systems and hydrostatic transmissions of Caterpillar and other off-highway construction equipment. They are <u>not</u> recommended for use in engines.

Applications

- 2-stroke cycle diesel engines in bus fleets and marine fleets
- · Off-highway trucks, heavy equipment and farm equipment
- Medium and heavy-duty manual transmissions where the OEM specifies engine oil
- Hydraulic systems and some hydrostatic transmissions on Caterpillar and other off-highway equipment

HD Fleet Engine Oil meets or exceeds the requirements of:

- API Service CF-2, CF (SAE 30, 40, 50)
- Detroit Diesel 2-stroke cycle engines, Oil Type 1 (1.0% max. sulfated ash) (SAE 40)
- ArvinMeritor, Dana Spicer and Eaton Fuller transmissions (SAE 30, 40, 50)

Heavy-Duty Diesel Engine Oil

Contact Information

U.S. Customer Service: 1-800-640-1956

Technical Hot Line: 1-800-255-9556

International Customer Service: +1-832-486-3363 +1-832-486-3870

E-mail address: conocolubricants@ conocophillips.com



Features/Benefits

- Low ash content minimizes the formation of ash deposits and helps keep intake ports clean
- · Protects against sludge and varnish formation
- · Protects against scuffing and wear
- · Protects against rust and bearing corrosion
- · Good resistance to foaming and aeration

HD Fleet® Engine Oil

HD Fleet's Engine Oil						
Typical Properties						
SAE Grade	10W	20W-20	30	40	. 50	
Specific Gravity @ 60°F	0.872	0.875	0.879	0.882	0.890	
Density, lbs/gal @ 60°F	7.27	7.30	7.33	7.36	7.42	
Color, ASTM D1500	L 2.5	4.0	4.0	4.0	4.0	
Flash Point (PMCC), °C (°F)	194 (381)	194 (381)	194 (381)	205 (401)	207 (405)	
Pour Point, °C (°F)	-39 (-38)	-36 (-33)	-33 (-27)	-27 (-17)	-27 (-17)	
Viscosity, Kinematic						
cSt @ 40°C	48.0	72.0	88.0	149	207	
cSt @ 100°C	7.5	8.5	11.0	15.4	18.2	
Viscosity Index	122	116	109	106	104	
COId Cranking Viscosity, cP	5,900	3,500			_	
@ (°C)	(-25)	(-15)				
High-Temp/High-Shear Viscosity, cP @ 150°C	_		3.4	4.3	5.1	
Sulfated Ash, ASTM D874, wt %	0.94	0.94	1.0	1.0	1.0	
Total Base Number (TBN), ASTM D2896	7.5	7.5	8.1	8.1	8.1	
Zinc, wt %	0.103	0.103	0.109	0.109	0.109	

Health and Safety Information

For recommendations on safe handling and use of this product, please refer to the Material Safety Data Sheet via http://w3.conocophillips.com/NetMSDS.

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Typical properties are average values only and do not constitute a specification. Minor variations that do not affect product performance are to be expected during normal manufacture, and at different blending locations. Product formulations are subject to change without notification.



PowerDrive® Fluid

Conoco® PowerDrive Fluid is a high-performance multifunctional fluid developed for use in transmissions, final drives and hydraulic systems of off-highway equipment where a fluid meeting Caterpillar TO-4 performance requirements is specified. It provides substantially improved friction and antiwear performance compared with older API CD/TO-2 quality fluids, resulting in longer equipment life and reduced risk of field failure. The SAE 10W and 30 viscosity grades also meet Allison C-4 performance requirements for use in Allison off-highway heavyduty automatic transmissions.

PowerDrive Fluid is formulated with state-of-the-art additive technology that provides improved deposit control, corrosion protection and load-carrying capacity for better equipment protection and more reliable operation. Carefully optimized frictional properties ensure smooth shifting, more consistent transmission operation and improved wet brake performance.

Applications

PowerDrive Fluid is recommended for use in powershift transmissions, hydrostatic transmissions, torque converters, final drives and hydraulic systems of Caterpillar and other off-highway construction and mining equipment. It also is recommended for use in heavy-duty commercial automatic and manual transmissions where an Allison C-4 or Caterpillar TO-4 fluid is specified. Typically, the SAE 10W and 30 viscosity grades are recommended for hydraulic systems and transmissions, and the SAE 50 and 60 viscosity grades are recommended for differentials and final drives. Refer to the OEM recommendations for selection of the proper viscosity grade.

PowerDrive Fluid meets or exceeds the requirements of:

- Allison C-4 (SAE 10W, 30)
- · Caterpillar TO-4, TO-2 (obsolete)
- Dana Spicer transmissions (SAE 30, 50)
- Eaton Fuller transmissions (SAE 30, 50)
- · Euclid equipment
- · Komatsu equipment
- Vickers (Eaton) M-2950-S

Caterpillar TO-4 Fluid For Off-Highway Equipment

Contact Information

U.S. Customer Service: 1-800-640-1956

Technical Hot Line: 1-800-255-9556

International Customer Service: +1-832-486-3363 +1-832-486-3870

E-mail address: conocolubricants@ conocophillips.com



 ZF TE-ML 03C for torque converter transmissions (SAE 10W, 30)

Features/Benefits

- · Well-balanced frictional properties for smooth shifting and reduced brake chatter
- · Excellent oxidation resistance and thermal stability for long fluid life
- · High load-carrying capacity for protection of final drive gear sets
- Excellent deposit control and wear protection
- · Protects against rust and corrosion
- · High shear stability
- · Compatible with a wide variety of seals and friction materials
- · Good low-temperature properties
- · Good foam resistance

PowerDrive® Fluid				
T	ypical Propert	ies		
SAE Grade	10W	30	50	60
Specific Gravity @ 60°F	0.874	0.882	0.892	0.896
Density, lbs/gal @ 60°F	7.29	7.35	7.44	7.47
Color, ASTM D1500	2.0	2.0	4.0	5.5
Flash Point (COC), °C (°F)	213 (415)	233 (451)	242 (468)	281 (538)
Pour Point, °C (°F)	-39 (-38)	-33 (-27)	-28 (-18)	-12 (10)
Viscosity, Brookfield				
cP @ -35°C	45,350		_	_
Viscosity, Kinematic				
cSt @ 40°C	43.0	96.0	227	318
cSt @ 100°C	6.6	11.1	19.1	24.0
Viscosity Index	105	100	94	95
Total Base Number (TBN), ASTM D2896	7.6	7.6	7.6	7.6
Zinc, wt %	0.110	0.110	0.110	0.110

Health and Safety Information

For recommendations on safe handling and use of this product, please refer to the Material Safety Data Sheet via http://w3.conocophillips.com/NetMSDS.

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Typical properties are average values only and do not constitute a specification. Minor variations that do not affect product performance are to be expected during normal manufacture, and at different blending locations. Product formulations are subject to change without notification.

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, 2010 to May 25, 2011 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 <u>All or Auy</u> 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.

TIRE SIZE	PLY	BID PRICE	Supplier
		\$ 139.63	FT
11L x 15 Front Backhoe Laborer GY	10ply	-	10
1400 x 24 SGG 4B G4 TG Grader Tire	12 ply-	001.10	HE STATE
1400 x R24 153 A8 G-2 TGS2 Tubeless -	12 %	.655.56 H	
16.9 x 24 IT 525 Backhoe Rear	10 ply /2 pty	- 370.21 H	
18.4 x 30 Tractor Rear	8 ply	448.56 H	
16.9 x 30 Tractor Rear	8 ply	- 370.21 H	Ē.
12R x 22.5 G124	16 ply		FLO
12R x 22.5 G159	16 ply-		MUCHELIN
295/75 R22.5 G124 Low Pro Lrg	14 ply.		3F6
295/75 R22.5 G159 Low Pro Lrg	14 ply	- 283.44 B	FG
750 x 16 LT	10 ply ———————————————————————————————————		HÉ
700 x 15 LT	8 ply		HE
900 x 20	12 ply LRF WITH TUBE & FLAD		HE
19.5L x 24 It 525 R4	10 ply	- 421.75 /	46
11L x 16 GY Laborer	12 ply	- 123.04	HF
LT 225/75 R 16 LRD	8 ply 10 pLy	· Committee of the control of the co	BF6
LT 235/75 R 15 M&S LRC	6 ply	- 110.00	ME
15.5 x 25 HRL D.L 3A	12 ply L3 G3	- 441.34	HË FT
1100 16SL DYNA Rib	12 ply-	- 140.57	F1
20.5 R25 XTLA Radial Steel Cord	10 1+.0E	- 1639.44	Micheliz
10.00 R 15 TR LRG Radial	16 ply W/TUBE	- 277.42	HE
275/80 R22.5 LRG	The same of the sa	278,54	BF6
825 15 ST LRG	14 ply	- 122.68	HE
LT235/85 R16 LRE	10 ply-	- 103.78	BFG
LT245/75 R16 LRE	10 ply	- 105.32	BFL
18.4 x 38 Tractor Rear	8 ply	528.87	HE
12.5 80x18 front back hoe	10 ply——————	- 224.85	HE
255x85x16 front J.D. cutter	8 ply	- 162.25	FT
400/03X34 Ical Hactor	2001	797.89	HE
315/80 R 225 Steer	18ply — SEC PSG	- 424.12	BFG.

TUBE SIZE

7.00-15	
7.50-15 <u>10.86</u>	
7.60-15	
8.25-20 16.80	
9.00-20 18.80	
11.00-20R2_26.00	
14.00-24 39.15	
16.9-24 35,00	192
16.9-30 51.58	ComBo TUBE
18.9-30	Carrist
15.5-25 8990	
13.0/65-18 2500	
18.4-R38 50.80	

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:

OZARKO TIRE CENTERS

By:

TITLE OF PERSON SIGNING

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	е
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	e
first part, the party of the second part agrees with said party of the first part to furnish and	ıd
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, fo	or
the period of May 24, 2010 to May 25, 2011 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:

OZARKO TIRE CENTERS

FIRM NAME

BX Jehn M. Hulms

TITLE OF PERSON SIGNING

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 24, 2010 at 11:15 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

Control of the Contro	
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, 2010 to May 25, 2011 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 <u>CCH</u> 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.

TIRE SIZE	PLY	BID PRICE
11L x 15 Front Backhoe Laborer GY	10ply	119 06
1400 x 24 SGG 4B G4 TG Grader Tire	12 ply	399 00
1400 x R24 153 A8 G-2 TGS2 Tubeless		820.80
16.9 x 24 IT 525 Backhoe Rear	10 ply	420.05
18.4 x 30 Tractor Rear	8 ply	465.25
16.9 x 30 Tractor Rear	8 ply	460.70
12R x 22.5 G124	16 ply	334.52
12R x 22.5 G159	16 ply	350.35
295/75 R22.5 G124 Low Pro Lrg	14 ply	a54.57
295/75 R22.5 G159 Low Pro Lrg	14 ply	233.36
750 x 16 LT	10 ply	65.00
700 x 15 LT	8 ply	59.06
900 x 20	12 ply LRF	135.00
19.5L x 24 It 525 R4	10 ply	450.00
11L x 16 GY Laborer	12 ply	165-00
LT 225/75 R 16 LRD	8 ply	
LT 235/75 R 15 M&S LRC	6 ply	89.75
15.5 x 25 HRL D.L 3A	12 ply L3 G3	88.93
1100 16SL DYNA Rib	12 ply	399.35
20.5 R25 XTLA Radial Steel Cord		
10.00 R 15 TR LRG Radial	16 ply	1,250.25
275/80 R22.5 LRG		315.70
825 15 ST LRG	14 ply	333.36
LT235/85 R16 LRE	10 ply	300.95
LT245/75 R16 LRE	10 ply	97.52
18.4 x 38 Tractor Rear	8 ply	105.36
12.5 80x18 front back hoe	10 ply	539.50
255x85x16 front J.D. cutter	8 ply	236.00
480/85x34 rear tractor		145.50
315/80 R 225 Steer	18ply	775.00
		= 374.72 20ply
		9-11

TUBE SIZE

7.00-15	11.09
7.50-15	11.09
7.60-15	7.45
8.25-20	10.68
9.00-20	_11.55
11.00-20R2	12.75
14.00-24	37.25
16.9-24	38.10
16.9-30	37.85
18.9-30	44.30
15.5-25	44.10
13.0/65-18	27.75
18.4-R38	51.50

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:

Kansarland Tire FIRM NAME

Jeff owens

Noute Salarman TITLE OF PERSON SIGNING

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, 2010 to May 25, 2011 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 <u>CCH</u> 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.

TIRE SIZE	PLY	BID PRICE
11L x 15 Front Backhoe Laborer GY	10ply	119 00
1400 x 24 SGG 4B G4 TG Grader Tire	12 ply	399 00
1400 x R24 153 A8 G-2 TGS2 Tubeless		820.80
16.9 x 24 IT 525 Backhoe Rear	10 ply	420.05
18.4 x 30 Tractor Rear	8 ply	465.25
16.9 x 30 Tractor Rear	8 ply	460.70
12R x 22.5 G124	16 ply	334.52
12R x 22.5 G159	16 ply	350.35
295/75 R22.5 G124 Low Pro Lrg	14 ply	<u>a54.57</u>
295/75 R22.5 G159 Low Pro Lrg	14 ply	333 36
750 x 16 LT	10 ply	65.00
700 x 15 LT	8 ply	59.06
900 x 20	12 ply LRF	
19.5L x 24 It 525 R4	10 ply	135.00
11L x 16 GY Laborer	12 ply	450.00
LT 225/75 R 16 LRD	8 ply	165-00
LT 235/75 R 15 M&S LRC	6 ply	89.75
15.5 x 25 HRL D.L 3A	12 ply L3 G3	88.93
1100 16SL DYNA Rib	12 ply	399. 25
20.5 R25 XTLA Radial Steel Cord		
10.00 R 15 TR LRG Radial	16 ply	1,250.25
275/80 R22.5 LRG		315.70
825 15 ST LRG	14 ply	333.36
LT235/85 R16 LRE	10 ply	200.95
LT245/75 R16 LRE	10 ply	97.52
18.4 x 38 Tractor Rear	8 ply	105.36
12.5 80x18 front back hoe	10 ply	539.50
255x85x16 front J.D. cutter	8 ply	236.00
480/85x34 rear tractor	or state.	145.50
315/80 R 225 Steer	18ply	775.00
		= 374.72 20pl
		pl,

TUBE SIZE

7.00-15	11.09
7.50-15	11.09
7.60-15	7.45
8.25-20	10.68
9.00-20	_11.55
11.00-20R2	12.75
14.00-24	37.25
16.9-24	38.10
16.9-30	37.85
18.9-30	44.30
15.5-25	44.10
13.0/65-18	27.75
18.4-R38	51.50

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:

Kansasland Tire FIRM NAME

Jeff owens

Noute Salaman TITLE OF PERSON SIGNING

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, 2010 to May 25, 2011 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 <u>All or Auy</u> 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.

TIRE SIZE	PLY	BID PRICE	Supplier
111 - 15 Food Dodlan Labour CV	10-1-	\$ 139.63	FT
11L x 15 Front Backhoe Laborer GY 1400 x 24 SGG 4B G4 TG Grader Tire	10ply————————————————————————————————————	339.43	HE .
1400 x R24 SGG 4B G4 TG Grader Tire 1400 x R24 153 A8 G-2 TGS2 Tubeless —	12 ply	655.56	HE -Mich 74
16.9 x 24 IT 525 Backhoe Rear	10 ply 12 ply	370.21	HE
18.4 x 30 Tractor Rear	8 ply	448.56	HÉ
16.9 x 30 Tractor Rear	8 ply	370.21	it É
12R x 22.5 G124	16 ply-	300.00	BFE
12R x 22.5 G159	16 ply-	350,00	MUCHELIN
	14 ply	- 278.59	BFE
295/75 R22.5 G124 Low Pro Lrg	14 ply————————————————————————————————————	2 92 UU	BFG
295/75 R22.5 G159 Low Pro Lrg 750 x 16 LT	10 ply	- 71.80	HÉ
700 x 15 LT	A 3 1	62.34	HE
900 x 20	12 ply LRF WITH TUBE & FLAD	- 171.45	HE
19.5L x 24 It 525 R4	10 ply	- 421.75	HF
11L x 16 GY Laborer	12 ply:	- 123:04	HF
LT 225/75 R 16 LRD	8 ply 10 ply	- 107.09	BFG
LT 235/75 R 15 M&S LRC	6 ply	- 110.00	TE
15.5 x 25 HRL D.L 3A	12 ply L3 G3	- 441.34	HE
1100 16SL DYNA Rib	12 ply	- 140.54	- FT
20.5 R25 XTLA Radial Steel Cord-	<u> </u>	1639.44	Micheliz
10.00 R 15 TR LRG Radial	16 ply w / Tube	- 277.42	_ HE
275/80 R22.5 LRG	ТОРІЗ	278,59	BFG
825 15 ST LRG	14 ply-	- 122.65	HE
LT235/85 R16 LRE	10 ply-	- 103.78	BFG
LT245/75 R16 LRE	10 ply	- 105.32	BFL
18.4 x 38 Tractor Rear	8 ply	- 528.87	_ HE
12.5 80x18 front back hoe	10 ply—————	- 224.85	HE
200 00 14 0 17 17	o 1	162.25	- FF
480/85x34 rear tractor		797.89	_ 14 =
315/80 R 225 Steer	18ply	- 424.12	BFG

TUBE SIZE

7.00-15	
7.50-15 <u>10.86</u>	
7.60-15 10.13	
8.25-20 16.80	
9.00-20 18.80	
11.00-20R2_26.00	
14.00-24 39:15	
16.9-24 35,00	
16.9-30 51.58	ComBo TUBE
18.9-30	Campa June
15.5-25 8990	
13.0/65-18 2804	
18.4-R38 50.80	

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:

OZACKO TIRE CENTERS

CONTRACT

For the truck and grader tires	s and tubes a	is provided in the No	tice to Bidders.
Specifications, and Proposal forming	g a part of tl	nis contract, and attac	hed hereto, all,
which are hereby, made a part of thi	s contract.		
This agreement, entered into	this	day of	, by and
between the Board of Cherokee Cou	inty Commi	ssioners, Columbus, l	Kansas, party of the
first part, and		known as the party of	of the second part,
for the furnishing of truck and grade	er tires and to	ıbes.	ē
Witnesseth, that for and in co	onsideration	of the payments and	agreements
mentioned in the proposal, hereto at	tached, to be	made and performed	i by the party of the
first part, the party of the second par	t agrees with	n said party of the firs	st part to furnish and
deliver all truck and grader tires and	tubes in acc	ordance with the spe	cifications and
proposal herein described, and in ful	l complianc	e with all the terms o	f this agreement, for
the period of May 24, 2010 to May 2	25, 2011 inc	lusive.	
It is also understood and agree	eed that the	ndvertisement, propos	sal and
specifications hereto attached are all	essential do	cuments of this contr	ract and are a part
thereof.			
In witness whereof, the partie	es hereto hav	e set their hands on t	the date herein
named.			
	THE BOA	RD OF COUNTY CO OF CHEROKEE CO	
	Pat Collins		
	-		
	Jack Garne	r	
	And the second section is a second		G
	Richard Hi	derbrand	
	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:

OZARKO TIKE CENTERS

FIRM NAME

Jehn M. Bulms

TITLE OF PERSON SIGNING

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 24, 2010 at 11:15 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	

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 24, 2010 at 11:15 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	

GASOLINE BID SHEET

Date: May 19, 2010	
Business Name: Jim Woods Marketing, Inc	
Bid Price:	
Unleaded Regular \$0.0025 per gallon	e
Unleaded Regular #0.0025 per gallon Super Unleaded (91 Octane) #0.0025 per gallon Over Cenex Rack Price a+ Refinery	

THIS BID SHALL REMAIN IN EFFECT May 24, 2010 THROUGH May 25, 2011

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 pro	ovided in th	e Notice to Bidde	ers. Specificat	ions and
Proposal forming a part of this con	ntract, and a	ttached hereto, a	ll, which are h	ereby, made
a part of this contract.				
This agreement entered int	o this	day of		_ by and
between the Board of Cherokee Co	ounty Com	nissioners, Colum	nbus, Kansas,	party of the
first part, and		_, known as the	party of the se	cond part.
Witnesseth, that for and in	consideration	on of the paymen	ts and agreeme	ents
mentioned in the proposal, hereto	attached, to	be made and per	formed by the	party of the
first part, the party of the second p	art agrees w	rith said party of	the first part to	furnish and
deliver gasoline in accordance with	n the specifi	cations and prop	osal herein des	scribed, and
in full compliance with all the term	ns of this ag	reement, for the p	period of May	24, 2010 to
May 25, 2011 inclusive.				
It is also understood and ag	reed that th	e advertisement,	proposal and	
specifications hereto attached are a	ll essential	documents of this	s contract and	are a part
thereof.				
In witness whereof, the part	ties hereto h	ave set their hand	ds on the date	herein
named.				
	THE BO	ARD OF COUN OF CHEROKE		SIONERS
	Pat Collin	18		_
	Jack Garr			_
	Jack Gan	ier		
A 444.				
Attest:	Richard F	lilderbrand		
	Dorter of 41	a First Part		
	raity of t	ne First Part		
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

BY:

TITLE OF PERSON SIGNING

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 24, 2010 at 11:15 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

G . GI I		77
County Clerk		

DIESEL FUEL BID SHEET

Date: May 19, 2010	
Business Name: Jim Woods Marketing Inc	
Bid Price:	
Dyed Diesel (Off Road) \$0.0975 per gallon \ Over Cenex Rack Price	се
Dyed Diesel (Off Road) \$0.0975 per gallon Over Cenex Rack Prio	

THIS BID SHALL REMAIN IN EFFECT May 24, 2010 THROUGH May 25, 2011.

Resident Joseph Signature of Bidder

SUCCESSFUL BIDDER SHALL SUPPLY AND DELIVER THIRTEEN (13), THREE-HUNDRED (300) GALLON TANKS TO VARIOUS LOCATIONS THROUGHT 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 provide	led in the Notice to Bidders. Specifications, and
Proposal forming a part of this cont	tract, 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 Con	nmissioners, 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 c	consideration of the payments and agreements
mentioned in the proposal, hereto a	ttached, to be made and performed by the party of the
first part, the party of the second pa	rt 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 t	erms of this agreement, for the period of May 24,
2010 to May 25, 2011 inclusive.	
It is also understood and agr	reed that the advertisement, proposal and
specifications hereto attached are al	l essential documents of this contract and are a part
thereof.	
In witness whereof, the parti	ies 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

BY:

TITLE OF PERSON SIGNING

GASOLINE BID SHEET

Date: 5/20 /10		
Business Name: WALLIS LUBBICANT, LLC		
Bid Price: RALL PARCE PCUS NOTED DONNETHY FOR		
Unleaded Regular Kneek + .40 per gallon		
Super Unleaded (91 Octane) KACK + .40 per gallon		

THIS BID SHALL REMAIN IN EFFECT May 24, 2010 THROUGH May 25, 2011

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 prov	vided in the Notice to Bidders. Specifications and
Proposal forming a part of this cont	ract, 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 Cou	unty Commissioners, Columbus, Kansas, party of the
first part, and Warus Lumicantes	, known as the party of the second part.
Witnesseth, that for and in c	onsideration of the payments and agreements
mentioned in the proposal, hereto at	tached, to be made and performed by the party of the
first part, the party of the second par	rt 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, 2010 to
May 25, 2011 inclusive.	
It is also understood and agree	eed that the advertisement, proposal and
specifications hereto attached are all	essential documents of this contract and are a part
thereof.	
In witness whereof, the parti-	es hereto have set their hands on the date herein
named.	
	THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY
	Pat Collins
	Jack Garner
	Jack Garner
Attest:	
ratiost.	Richard Hilderbrand
	Party of the First Part
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:

WALLS LUBRICANT, LIC FIRM NAME

BY:

TITLE OF PERSON SIGNING

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 24, 2010 at 11:15 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		

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 24, 2010 at 11:15 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

* Bids must be sealed*

DIESEL FUEL BID SHEET

Date: 5/20/10	
Business Name: WALLIS LUBLICANTS, LLC	
Bid Price: RACK PRICE + NOTED NOTIVERY FEE	
Dyed Diesel (Off Road) <u>Rack + .40</u> per gallon	
Clear Diesel (On Road) RACK + . 40 per gallon	

THIS BID SHALL REMAIN IN EFFECT May 24, 2010 THROUGH May 25, 2011.

Signature of Bidder

SUCCESSFUL BIDDER SHALL SUPPLY AND DELIVER THIRTEEN (13), THREE-HUNDRED (300) GALLON TANKS TO VARIOUS LOCATIONS THROUGHT 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 Warre by by by cours, cic, 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,
2010 to May 25, 2011 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
SOUTH VISITER

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:

FIRM NAME

Steve Whyley BY:

GEN. MGA TITLE OF PERSON SIGNIN

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 24, 2010 at 11:15 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, 2010 to May 25, 2011.

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 6. Per gallon
Fleet 30 CF, CF-2/SL Drum 332.65
Hydraulic Oil Universal Tractor Hydraulic Fluid – Specs – CAT TO-2 – J.I Case Ms- 1210 (TCH) - John Deere J-20C Bulk 5.40 per gollen
Tandem Drive T04 SAE 50wt. Drum 374°°
Circle Drive API GL-5/MT-1 Gear oil 85-140wt. Drum 397 30
Coolant E.L.C. 50/50 Heavy Duty Drum 402 25
Multi-Purpose Transmission Gear Oil 400# drums – GL5 80/90 37/50
Chassis Grease EP#2 Cartridges 5% Moly 2. 69 Per tube
D3M Spec. GM-6137-M Ford M2C185A Allison C-3 Cat TO-2 Bulk 5. Per gallon
Diesel Exhaust Fluid, 32.5 strength urea solution and deionized water 55 gal. drum 225 59
50/50 Universal Permanent Antifreeze Spec. GM 1825- GM 1899- Ford ESE-M97B44-A-Cummins 85T8-2-ASTM 4895 259.
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Due to the unstable market Price subject to Change.



CONTRACT

For the oils, grease, and antif	reeze as pro	vided in the Notice to Bidd	lers.
Specifications, and Proposal forming	g a part of th	is contract, and attached he	ereto, all,
which are hereby, made a part of this	contract.		
This agreement, entered into	this	day of,	by
and between the Board of Cherokee			
the first part, and		_, known as the party of t	he second
part, for the furnishing of asphalt, oil	s and grease	, and antifreeze.	
Witnesseth, That for and in co	onsideration	of the payments and agree	ments
mentioned in the proposal, hereto atta	ached, to be	made and performed by th	e 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, an	d antifreeze	in accordance with the spe	ecifications
and proposal herein described, and in	full compli	ance with all the terms of t	his
agreement, for the period of May 24,	2010 to Ma	y 25, 2011, inclusive.	
It is also understood and agree	ed that the a	dvertisement, proposal and	
specifications hereto attached are all	essential do	cuments of this contract and	d are a part
thereof.			
In witness whereof, the parties	s hereto hav	e set their hands on the date	e herein
named.			
,		D OF COUNTY COMMI	
	,		
	Pat Collins		-
	Jack Garner		
]	Richard Hild	lerbrand	
1	Party of the	First Part	
ATTEST:			
County Clark			

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:

Fuels + Supplies

FIRM NAME

RY.

TITLE OF PERSON SIGNING