

**MINUTES FOR MAY 15, 2017**  
**BOARD OF CHEROKEE COUNTY COMMISSIONERS**  
**CHEROKEE COUNTY, KANSAS**

**CONVENE**

Chairman Collins called the regular session of the Cherokee County Board of Commissioners (The Board), to order and led all in attendance in the Pledge of Allegiance at 9:00 a.m. on Monday, May 15, 2017 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Pat Collins, Neal Anderson, Cory Moates, County Counselor Barbara Wright, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt and Machel Smith

A motion was made by Commissioner Anderson to approve the minutes of the May 8, 2017 BOCC meeting as written. The motion was seconded by Commissioner Moates. The motion carried 3-0.

A motion was made by Commissioner Moates for an executive session for attorney client privilege for the purpose of potential litigation on a contractual matter with the Board, Counselor Wright, and Clerk Edmondson for a period of 15 minutes. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 9:11 a.m.

The meeting reconvened at 9:26 a.m.

No action was taken during the executive session.

Jaon Beckner of Murphy Tractor appeared before the Board seeking the opportunity to provide a demo of John Deere motor graders at no cost to the county. The Board asked him to get with Louis at the county lot and arrange a time.

A motion was made by Commissioner Anderson to recess for 10 minutes. The motion was seconded by Commissioner Moates. The motion carried 3-0 at 9:36 a.m.

The meeting reconvened at 9:46 a.m.

A motion was made by Commissioner Moates for an executive session for attorney client privilege for the purpose of potential litigation with the Board, Counselor Wright, Clerk Edmondson and County Appraiser Mark Hixon for a period of 10 minutes. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 9:47 a.m.

The meeting reconvened at 9:57 a.m.

County Appraiser Mark Hixon explained that he has been contacted by representatives of Atec Steel in Baxter Springs, regarding a delinquent tax notice they had received. The taxes and interest are past due from 2007. Hixon stated that the tax statement from 2007 was sent to the City of Baxter Springs because they granted an Industrial Revenue Bond to Atec in 2008, thus making the City the owner of the property and the receiver of the tax statement from the County.

The City of Baxter Springs failed to forward the statement to Atec for payment. A similar situation has occurred for 2016 on new construction by Atec that is not covered by the IRB. Atec is willing to pay the taxes that they owe, however they question the responsibility for interest that has accrued since they were never given notice of taxes due. They are asking the County Commissioners for relief on the interest charges.

A motion was made by Commissioner Moates to forgive the accrued interest for the Atec Steel properties as presented by County Appraiser Mark Hixon. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Leonard Vanatta, County Road Supervisor, appeared regarding routine county road business. Citizen Holly Johnson residing on NW 10<sup>th</sup> appeared regarding children's safety while that road is being used as a detour for the Highway 7 Project. She asked the Board for additional signage in that area for the children. The Board agreed to add caution signs alerting motorists of children in the area. The Board asked Counselor Wright to draft a resolution to reduce the speed on NW 10<sup>th</sup> and NE 10<sup>th</sup> streets to 45 mph temporarily during the construction project on Highway 7.

Clerk Edmondson opened and read the sealed bids for providing commodities for the highway department. Commissioner Collins asked that Leonard and Louis take the bids under advisement and bring in a recommendation next week. The Board agreed.

Clerk Edmondson presented a cereal malt beverage permit application from the new owners of the Riverton Quik Stop.

Clerk Edmondson presented an emergency lights and siren permit application submitted by James Dale Johnson of West Mineral to be used for responding to fire related emergencies. The Board approved the permit.

A motion was made by Commissioner Moates to approve the CMB application and permit for the Riverton Quik Stop. The motion was seconded by Commissioner Collins. The motion carried 3-0.

Commissioner Moates provided an update on the project to create fire districts in the County. He stated that after meetings this week with several county departments his decision would be to table this until next year to give more time to make sure things are done correctly. He stated that he met with all fire chiefs last Saturday and they are going to visit with each of the township boards regarding this matter.

Commissioner Anderson stated that the Veteran's Memorial planners are working on the project and are conducting public meetings. He said they hope to bring an update to the Board in a week or two.

Commissioner Moates discussed the thought of putting a first aid kit in the Courthouse and the Health Department to be used for emergencies. His thought is to purchase kits and not to enter a contract for service with anyone to supply the items. The Board agreed and will see if Betha Elliott at the Health Department will work on it.

Commissioner Collins asked Counselor Wright to get a list of all county owned real property that is not needed and determine how to dispose of the property.

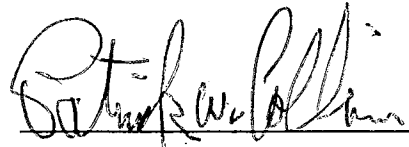
Commissioner Anderson made a motion to adjourn until the next regular meeting set for Monday, May 22, 2017 at 9:00 a.m. The motion was seconded by Commissioner Moates. The motion carried 3-0 at 11:15 a.m.

**ATTEST: Resolved and ordered this 22<sup>nd</sup> day of May, 2017**

  
Cherokee County Clerk

  
Commissioner

  
Commissioner

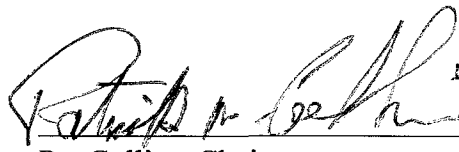
  
Commissioner

**BY THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY,  
KANSAS, THE FOLLOWING ACTION IS ADOPTED:**

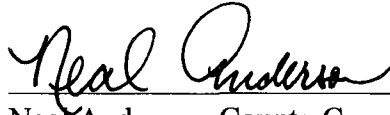
The Board of County Commissioners of Cherokee County, Kansas hereby agree to abate the interest accrued on the parcel of real property owned by Atec Steel identified as 1000 W 5<sup>th</sup> Street, Baxter Springs, Kansas; Parcel No. 011-197-35-0-40-02-001.01-0 for tax years 2007 and 2016.

**ADOPTED** by the Board of County Commissioners of Cherokee County, Kansas, on May 15, 2017.

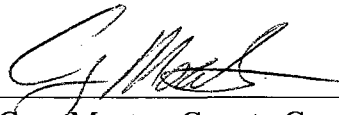
(SEAL)



Pat Collins, Chairman



Neal Anderson, County Commissioner



Cory Moates, County Commissioner

ATTEST:



Rodney Edmondson, County Clerk

Please type or print the following information:

Check One: New  Renewal   
(If renewal, Attach old permit)

Name: James Dale Johnson

Street Address: 411 Lyle St.

Telephone No: (620)404-0651

City: West Mineral State: KS Zip code: 66782 County: Cherokee

Make of Vehicle: Ford

Year of Vehicle: 2009

Style of Vehicle: Truck F-350

V.I.N. Number: 1FTWW31579 EA61771

License Tag Number: 6516C4

How and where will this permit be used?

For Responding to Fire Dept. Related Emergencies With  
regard of other motorists safety in mind.

I HEREBY CERTIFY, I have read and agree to abide by the conditions set forth in the Kansas Statutes and associated Kansas Administrative Regulations which relate to "Authorized Emergency Vehicles - Red Lights and Sirens."

I HEREBY CERTIFY, I will drive with due regard for the safety of others in accordance with K.S.A. 8-1506.

I HEREBY Certify, violating any of these laws and/or rules may be sufficient grounds for the cancellation of your vehicle being designated as an "Authorized Emergency Vehicle."

James Dale Johnson  
(Signature of Applicant)

5-10-2017  
(Date)

APPROVED SIGNATURES

\_\_\_\_\_: \_\_\_\_\_

Date: \_\_\_\_\_

County Commissioners: [Signature]

Date: May 15, 2017

Neal Anderson

Date: May 15, 2017

Patrick [Signature]

Date: May 15, 2017

## ATEC STEEL/CITY OF BAXTER SPRINGS

<b>Year</b>	<b>Taxes</b>	<b>Intrest</b>	<b>Total</b>
2007	26,405.69	16,303.89	42,709.58
2016	25,812.01	507.05	26,319.06
<b>TOTAL</b>	<b>52,217.70</b>	<b>16,810.94</b>	

**CHEROKEE COUNTY HIGHWAY DEPARTMENT**

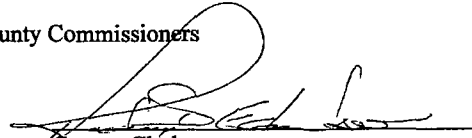
**NOTICE TO BIDDERS**

Notice is hereby given that sealed proposals for the furnishing of gasoline to the Cherokee County Highway Department will be received at the office of the County Clerk in the Courthouse Monday, May 15, 2017 at 9:00 a.m., opened and read at 10:00 a.m.

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

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

BY ORDER of the Board of County Commissioners



County Clerk

CHEROKEE COUNTY HIGHWAY DEPARTMENT

Cherokee County Highway Department is accepting BIDS price per ton for the period of May 15, 2017 to May 15, 2018 for the furnishing of complete laydown operation which includes the rollers, laydown machine, personnel to operate equipment and laborers; \$ 8.00 ; furnishing of distributors and tack oil, but is to exclude the trucking, which the Cherokee County Highway Department will do. \$ 2.00 ; Total \$ 10.00 .

Teeter's Paving, LLC  
P.O. Box 216  
502 Main St.  
Quapaw, OK: 74363  
918-674-2755  
pteeter@sbcglobal.net



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, LLC, under the terms and conditions as are hereinafter stated.

1. Whereas Board agrees to purchase all of its requirements of asphalt for road and highway construction and repair from Teeter's Asphalt & Materials, LLC throughout the duration of this contract which shall be the period of May 15, 2017 thru May 15, 2018 subject to the exceptions and limitations as hereinafter specified.
2. Throughout the terms of this contract Teeter's Asphalt & Materials, LLC agrees to supply the asphalt requirements of Board at the following prices: HMCL (commercial) asphalt at \$53.98\* per ton; C-Mix asphalt at \$45.00\* per ton; BM2D (Kansas specifications) asphalt at \$46.00\* per ton; and, BM2 asphalt at \$47.00\* 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, LLC that a particular type of asphalt product as specified above be made available in sufficient quantities to Board at the Teeter's Asphalt & Materials, LLC plant in or near (location of supplier's product) 57221 East 30 Road, Ottawa Co, OK shall make such product available upon such 5<sup>th</sup> 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, LLC 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, LLC. 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 & Materials, LLC 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.

\* Subject to change based on oil prices.

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 & Materials LLC to Board, and such product is, in fact, in compliance with such standards, constituting curing of the product.

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

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

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

\_\_\_\_\_  
Pat Collins  
Cherokee County Commissioner

\_\_\_\_\_  
Cory Moates  
Cherokee County Commissioner

\_\_\_\_\_  
Neal Anderson  
Cherokee County Commissioner

**\*\*NOTICE\*\***

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



*The company that lives where you do.*

Date: May 9<sup>th</sup>, 2017

PREPARED FOR: Cherokee County Highway Department  
110 West Maple  
Columbus, KS. 66725

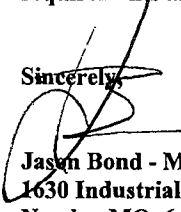
PRODUCT:	PRICE – PER GALLON
MFA OIL #2 BOSS Clear ULSD	\$1.62304
MFA OIL #2 BOSS Dyed ULSD	\$1.62654
MFA OIL NL 87 Oct E10	\$1.53974
MFA OIL PNL 91 E10	\$1.74414

- The above listed prices are with a 0.1075 ¢/gallon margin over daily market cost.
- The above prices, do not include any appropriate taxes that you would be required to pay.

Prices quoted are of the above date. If our bid is accepted, prices will be lowered or raised per the average daily market in effect at time of purchase.

We appreciate very much, having this opportunity of bidding on your petroleum requirements and if we can be of service, please call us at any time.

Sincerely,

  
Jason Bond - Manager  
1630 Industrial Drive  
Neosho, MO. 64850  
417-451-2525

Cc: Bob Barton

CHEROKEE COUNTY HIGHWAY DEPARTMENT

DIESEL FUEL BID SHEET

Date: May 9<sup>th</sup>, 2017

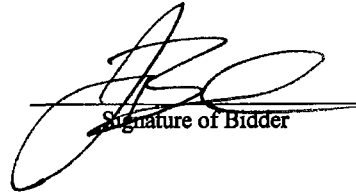
Business Name: MFA O.I. INC.

Bid Price:

\* Dyed Diesel (Off Road) 1.62654 per gallon

\* Clear Diesel (On Road) 1.62304 per gallon

THIS BID SHALL REMAIN IN EFFECT THROUGH THE CONTRACT PERIOD.

  
Signature of Bidder

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

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

\* The above prices do not include any appropriate taxes that you would be required to pay.

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 9<sup>th</sup> day of May, 2017 by and between the Board of Cherokee County Commissioners, Columbus, Kansas, party of the first part, and MCA OIL CO., 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 contract period, 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

\_\_\_\_\_  
Cory Moates

\_\_\_\_\_  
Neal Anderson

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:

MFA O.I INC.  
FIRM NAME

[Signature]  
BY:

Manager  
TITLE OF PERSON SIGNING

CHEROKEE COUNTY HIGHWAY DEPARTMENT

GASOLINE BID SHEET

Date: May 9<sup>th</sup>, 2017

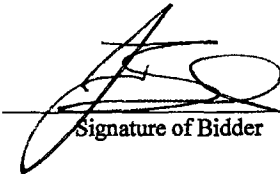
Business Name: MFA Oil INC.

Bid Price:

\* Unleaded Regular 1.53974 per gallon (NL 87Oct)

\* Super Unleaded (91 Octane) 1.7414 per gallon

THIS BID SHALL REMAIN IN EFFECT THROUGH THE CONTRACT PERIOD.

  
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.

\* The above prices do not include any appropriate taxes that you would be required to pay.



**CONTRACT**

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

This agreement entered into this 9th day of May, 2017 by and between the Board of Cherokee County Commissioners, Columbus, Kansas, party of the first part, and MFA OIL CO., known as the party of the second part.

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

\_\_\_\_\_  
Cory Moates

\_\_\_\_\_  
Neal Anderson

Party of the First Part

Attest:

\_\_\_\_\_  
County Clerk

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

SUBMITTED BY:

MPA O.I INC  
FIRM NAME

[Signature]  
BY:

MANAGER  
TITLE OF PERSON SIGNING

CHEROKEE COUNTY HIGHWAY DEPARTMENT

DIESEL FUEL BID SHEET

Date: 5/15/17

Business Name: Jim Woods Marketing, INC.

Bid Price:

Dyed Diesel (Off Road) NO Bid per gallon

Clear Diesel (On Road) 0.0250 per gallon *Over Current Price  
At Refinery FOB Origin*

THIS BID SHALL REMAIN IN EFFECT THROUGH THE CONTRACT PERIOD.

Sharon Greene  
Signature of Bidder

\* SUCCESSFUL BIDDER SHALL SUPPLY AND DELIVER THIRTEEN (13), THREE-HUNDRED (300) GALLON TANKS TO VARIOUS LOCATIONS THROUGHOUT THE COUNTY, AS WELL AS TO THE COUNTY LOT, LOCATED AT 600 East Country *only* Rd, Columbus, Kansas 66725. *(NO OUT LAYS)*

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

**CONTRACT**

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

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

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

\_\_\_\_\_  
Cory Moates

\_\_\_\_\_  
Neal Anderson

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:

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
BY:

\_\_\_\_\_  
TITLE OF PERSON SIGNING

**CHEROKEE COUNTY HIGHWAY DEPARTMENT**

GASOLINE BID SHEET

Date: 5/15/17

Business Name: Jim Woods Marketing, INC.

Bid Price:

Unleaded Regular 0.0250 per gallon

*Over Clevex Rack Price  
At Refinery FOB ORIGIN*

Super Unleaded (91 Octane) 0.0250 per gallon

THIS BID SHALL REMAIN IN EFFECT THROUGH THE CONTRACT PERIOD.

  
Signature of Bidder

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

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

**CONTRACT**

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

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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

\_\_\_\_\_  
Cory Moates

\_\_\_\_\_  
Neal Anderson

Party of the First Part

Attest:

\_\_\_\_\_  
County Clerk

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

SUBMITTED BY:

Jim Woods Marketing, FMC.  
FIRM NAME

Sharon Goins  
BY:

Office Mng.  
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 15, 2017 at 9:00 a.m., opened and read at 10:00 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

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County Clerk



CHEROKEE COUNTY  
HIGHWAY DEPT.  
110 West Maple  
COLUMBUS, KS 66725

May 9, 2017

Account: 05501503

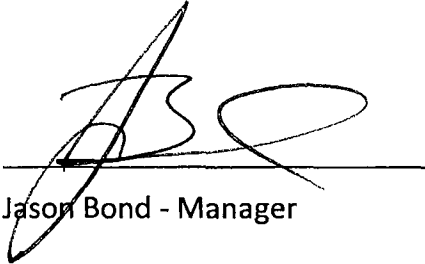
ATTN: Cherokee County Highway Dept.

MFA OIL PREM. CK4 HD 15w40 -----Bulk-----\$8.97/GAL.  
MFA OIL PREM. HD SAE 30w-----Drum---\$8.87/GAL.  
MFA GP HYDRAULIC -----Bulk-----\$7.51/GAL.  
MFA TORQUE FLUID SAE 50W-----Drum---\$10.43/GAL.  
MFA PREM.GEAR OIL SAE 85w140 GL-5 Drum-\$11.39/GAL.  
MFA PREM.GEAR OIL SAE 80w90 GL-5 Drum---\$10.02/GAL.  
PEAK FINAL CHARGE GLOBAL-----Drum---\$7.68/GAL.  
CHEVRON DELO HD MOLY 5% EP #2 (Cartg.)\$4.69/Per Tube  
MFA PREM. ATF DEXRON III-----Bulk-----\$7.94/GAL.  
DEFENSE-----DRUM--\$2.40/GAL.  
50/50 ANTI-FREEZE EXTENDED LIFE-Drum---\$6.50/GAL.

If you have any questions, please give us a call.

1-417-451-2525

1-888-704-2525



Jason Bond - Manager

1630 Industrial Drive, Neosho. MO. 64850 \* (417) 451-2525 Ph / (417) 451-5330 Fx

**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.

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 *Omni*  
15w-40 CJ4, Bulk *6.73 per gallon / CK-4 P66 Fleet EC 15/40 7.25<sup>90</sup>*  
Fleet 30 CF, CF-2/SL Drum *396.<sup>00</sup>*  
Hydraulic Oil Universal Tractor Hydraulic Fluid - Specs - CAT TO-2 - J.I Case Ms-1210 (TCH) - John Deere J-20C Bulk *5.65 per gallon*  
Tandem Drive T04 SAE 50wt. Drum *574.25*  
Circle Drive API GL-5/MT-1 Gear oil 85-140wt. Drum *635.25*  
Coolant E.L.C. 50/50 Heavy Duty Drum *398.20*  
Multi-Purpose Transmission Gear Oil 400# drums - GL5 80/90 *537.35*  
Chassis Grease EP#2 Cartridges 5% Moly *4.00 per tube*  
D3M Spec. GM-6137-M Ford M2C185A Allison C-3 Cat TO-2 Bulk *5.45 per gallon*  
Diesel Exhaust Fluid, 32.5 strength urea solution and deionized water 55 gal. drum *119.90 per drum*  
50/50 Universal Permanent Antifreeze  
Spec. GM 1825- GM 1899- Ford ESE-M97B44-A-Cummins 85T8-2-ASTM 4895 *6.15 per gallon*  
55 Gallon drums DEF (Diesel Exhaust Fluid) *119.90 per drum*

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

\* Due to the unstable market, price subject to change. will show proof of change.

**CONTRACT**

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

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

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

\_\_\_\_\_  
Cory Moates

\_\_\_\_\_  
Neal Anderson

Party of the First Part

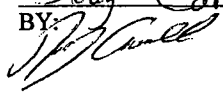
ATTEST:

\_\_\_\_\_  
County Clerk

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

SUBMITTED BY:

Frost Oil Co.  
FIRM NAME

Doug Carroll  
BY: 

Joplin Branch  
TITLE OF PERSON SIGNING

