



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5391)

Meeting: 04/04/23 09:00 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5391

Meeting Attachments

ATTACHMENTS:

- 040423 EMA Quarterly Report 1st Qtr (PDF)
- 040423 gWorks Contract PubWorks Software for Highway Department (PDF)
- 040423 FY23 Sales Tax Distributions Funding Approvals (PDF)
- 040423 Bid Form - Tahoe SSV 4WD (PDF)
- 040423 Bid Tab - Tahoe (PDF)
- 040423 -AWARD LETTER - NROUTE Motor Sports - Chevrolet Tahoe (PDF)



- Day to Day Office Events / Meetings
 - EMPG Report / Grant Reimbursement
 - Homeless Alliance Meetings
 - RSHOC/SMESO Meetings
 - LEPC Meeting
 - Promoting SMART911
 - MO CERT-1 Meeting
 - MOCERTA Meetings
 - Disaster Animal Response Team meeting
 - Christian County CERT Meetings/Trainings
 - Active Shooter Exercise Meetings
 - 911 Board Meetings
 - Met with Sparta Mayor and Ozark City rep on Sparta Storm Siren
 - CERT Inventoried “Ranch Storage”
 - Met with Senior Center Reps on Winter Weather response
- Equipment
 - More equipment in Emergency Response Truck
- CERT / Volunteers
 - CERT meetings, February, March
 - CERT class completed in February. 23 graduates, 21 signed up to volunteer.
- Events / Responses
 - Assisted with Hot Soups and Cold Nights Fundraiser for Christian County Homeless Alliance
 - Search for Missing Woman in Webster County
- Exercises
 - Preparing for Active Shooter Exercise in Nixa
 - Situation Manual
 - After Action Report
- Next Quarter’s Focus
 - EOC power
 - Server!
 - Outfit Tahoe
 - CERT Grant spending, reporting
 - Nixa Tabletop Exercise finalized.
 - Start “Light the Way” event meetings.
 - CERT Policy Manual updated.
 - Clean Storage Building
 - Move animal response equipment to bigger trailer (Saturday “workday”)
 - EOC familiarization with Commissioners



ORDERING DOCUMENT

This Ordering Document is a binding legal agreement entered into by and between the client set forth in the signature block below ("Client") and GIS Workshop, LLC ("gWorks") as of the last date in the signature boxes below ("Effective Date"). Client and gWorks are each a "Party" and collectively the "Parties."

WHEREAS, gWorks and Tracker Software Corporation ("PubWorks") entered into an Asset Purchase Agreement dated December 2, 2022 whereby gWorks acquired the PubWorks contracts and agreements including that of Client.

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Services.** This Ordering Document shall govern all Client Services including those received under Client's agreement with Tracker Software Corporation ("PubWorks") immediately prior to the Effective Date of this Ordering Document and all future Services purchased by Client from gWorks. Client acknowledges and agrees that this Ordering Document, and the documents incorporated herein by reference, are the only agreements governing the Client Services.
2. **Term.** This Ordering Document shall be in effect as of the Effective Date and shall continue until the end of the term of the last Service in this Ordering Document, unless earlier terminated in accordance with the gWorks Master Services Agreement and Terms of Services ("Agreement").
3. **Effect of Service Termination.** Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts owed to gWorks for such Services; (b) Client shall immediately cease using such Service; (c) gWorks may take steps to change, remove, or otherwise block Client's access to such Service; and (d) upon payment in full of all fees owed to it, gWorks shall deliver to Client any Deliverables related to such Service, in their current form as of the effective date of termination or expiration, along with all documentation, Specifications, and Client Materials in gWorks' possession, including those Client Materials acquired from PubWorks, related to such Service. Notwithstanding the above, if, within thirty (30) days after termination of a Service Client requests data export assistance, gWorks will export such data files to Client, and such data export services will be charged at gWorks then-current rates. No termination or expiration of a Service, this Ordering Document, or the Agreement will affect Client's obligation to pay all amounts due and owing to gWorks for Services.
4. **Fees.** Fees for all Client Services provided by PubWorks immediately preceding this Ordering Document shall remain the same under this Ordering Document and Agreement for the then-current contract or agreement year, and thereafter shall be subject to annual increases in accordance with the Agreement.
5. **Superseding Provisions.** The Parties agree that the following terms shall amend and supersede the MSA as follows:
 - a. Section 10.6 is hereby deleted in its entirety and replaced with the following:

10.6 This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Missouri, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in Christian County, Missouri, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the chair of the panel) selected by the other two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final and binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Missouri, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) gives any rights it may have to a jury trial.
6. **Entire Agreement.** This Ordering Document, including the then-current gWorks Agreement & Terms of Service and Privacy Policy, and all other agreements, policies, and documents incorporated herein, contains



the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. The Agreement shall be amended and supplemented with the Superseding Provisions of this Ordering Document. In the event of conflict between this Ordering Document and the Agreement, this Ordering Document shall control. Capitalized terms not defined in this Ordering Document shall have the meaning given to them in the Agreement. Except as amended herein, the Agreement shall continue in full force and effect. This Ordering Document may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Ordering Document, and all of which, when taken together, will be deemed to constitute one and the same agreement. This Ordering Document may be executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000), and the execution and delivery of this Ordering Document by such methods shall be deemed to be valid and effective for all purposes.

This Ordering Document is subject to the agreements, policies, and documents set forth below, all of which are incorporated herein by reference. By signing this Ordering Document, Client expressly agrees to all terms and conditions in the agreements, policies, and documents set forth below:

- gWorks Master Services Agreement & Terms of Service: <https://www.gworks.com/g2msatos/>
- Privacy Policy: <https://www.gworks.com/privacy-policy/>

By signing this Ordering Document, the individual signing on behalf of Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Ordering Document and any documents incorporated herein, and that, upon their signature, this Ordering Document and any documents incorporated by reference herein will become the legally binding agreement of the Client.

GIS Workshop, LLC

Signed: Steve Mitchell

Print Name: Steve Mitchell

Title: Chief Investment Officer

Date: 03/23/23

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 4 day of APRIL, 2023 at Christian County, Missouri.

DATED: 4/4/23

Lynn Morris
Lynn Morris, Presiding Commissioner

DATED: 4/4/23

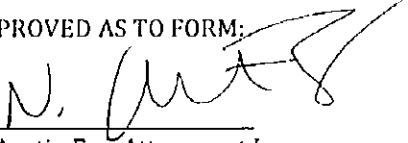
Hosea Bilyeu
Hosea Bilyeu, Western Commissioner

DATED: 4-4-23

Bradley Jackson
Bradley Jackson, Eastern Commissioner

gWorks

APPROVED AS TO FORM:



N. Austin Fax, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

EVALUATION CRITERIA WORKSHEET				
	SOUTH SPARTA SPECIAL	BILLINGS SPECIAL	OZARK SPECIAL	STONESHIRE SPECIAL
	ELM STREET OVERLAY	HMA OVERLAY, C/S	N FREMONT RD PRESSURE PAVE	SPRINGVIEW RD CROSS SLOPE CORRECTION AND WIDENING
SAFETY AND OPERATIONS (40 PTS)				
COLLISSION RATES	NP	NP	NP	NP
SIGHT DISTANCE	NP	NP	NP	NP
EXISTIING OPERATIONAL CONDITIONS	POOR	POOR	POOR	POOR
MAINTENANCE	YES	YES	YES	YES
NOTES	0.25 MILES, HMA OVERLAY, DITCH UPGRADES	1.8 MILES HMA, GRIESMER OR ANEMORE RD, 10.5 MILES CHIP & SEAL, SW DISTRICT	SAWGRASS AVE, SOUTH TO OTC RICHWOOD VALLEY CAMPUS DRIVEWAY	NONE
SCORE	27	25	27	28
HAZARD MITIGATION (20 PTS)				
STORMWATER SAFETY	+	+	+	+
FLOODING	NP	NP	NP	NP
DAMAGE/COSTS	NP	NP	NP	NP
SCORE	15	17	18	15
STANDARDS (20 PTS)				
EXISTING LANE WIDTH	+	+	+	+
EDGE TREATMENTS	+	+	+	+
SURFACE/STRUCTURAL CONDITIONS	+	+	+	+
CURRENT ALIGNMENTS	NP	NP	NP	NP
SCORE	18	18	18	18
DISTRICT NEED (20 PTS)				
ABILITY TO FUND IN-HOUSE	+	+	+	+
MAINTENANCE VS IMPROVEMENT	MAINT & IMPROVEMENT	MAINT & IMPROVEMENT	MAINT & IMPROVEMENT	MAINT & IMPROVEMENT
SCORE	20	20	20	20
TOTALS	80	80	83	81

RANGE 80-100	100%
50-79	90%
40-49	80%
BELOW 40	75%

ENTITY	PROJECT REQUEST	NOTES	TOTAL PROJECT COST	REQUESTED FY23 PROJECT COST PARTICIPATION	PROPOSED FY23	% APPROVED OF REQUESTED FUNDING	COST SHARE BY ENTITY	
							\$	%
SOUTH SPARTA SPECIAL	ELM STREET OVERLAY	0.25 MILES, HMA OVERLAY, DITCH UPGRADES	\$30,000.00	\$30,000.00	\$30,000.00	100%	\$0.00	0%
BILLINGS SPECIAL	HMA OVERLAY, C/S	1.8 MILES HMA, GRIESMER OR ANEMORE RD, 10.5 MILES CHIP & SEAL, SW DISTRICT	\$344,000.00	\$100,000.00	\$100,000.00	100%	\$244,000.00	71%
OZARK SPECIAL	N FREMONT RD PRESSURE PAVE	SAWGRASS AVE, SOUTH TO OTC RICHWOOD VALLEY CAMPUS DRIVEWAY	\$360,000.00	\$100,000.00	\$100,000.00	100%	\$260,000.00	72%
STONESHIRE SPECIAL	SPRINGVIEW RD CROSS SLOPE CORRECTION AND WIDENING	NONE	\$98,875.00	\$98,875.00	\$98,875.00	100%	\$0.00	0%
235 - MUNICIPAL COST SHARE			\$100,000.00	\$100,000.00	\$100,000.00	100%	N/A	
235 - CAPITAL IMPROVEMENT PROJECTS			\$400,000.00	\$400,000.00	\$400,000.00	100%	N/A	
RESERVE								

\$1,332,875.00

\$828,875.00

\$828,875.00

\$504,000.00

INVITATION TO BID #2023-9

BID FORM

Pursuant to and in accordance with the above stated Invitation to Bid (ITB), the undersigned hereby declares that they have examined the ITB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their bid is accepted to furnish the item(s) submitted below, including shipping, delivery, installation and setup to Christian County, Missouri in accordance with the delivery schedule and according to the prices, products/services information submitted.

Please quote the base price per unit with options listed under Technical Specifications, page 15, and include delivery charge.

DESCRIPTION: 2023 Chevrolet Tahoe SSV 4wd or Equivalent (see Technical Specification - Page 15)

Year: 2023

Brand: Chevrolet

Model: Tahoe SSV 4WD

***Vehicle Cost:** \$45,775 per unit x quantity of 2 = \$91,550 total.

**Note: Cost of vehicle to include options requested under Technical Specifications and delivery charge.*

Delivery: Lead time in calendar days after receipt of purchase order? 15 days.

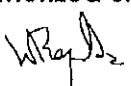
Note: Delivery is deemed an important factor.

Free On Board (F.O.B.) Destination: The new units should include delivery charges. Free on Board (FOB) to Christian County Missouri, 100 W. Church Street, Ozark, Missouri 65721.

(37) Declaration:

The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. **Signature required below confirming understanding of this statement.**

Doing Business as (DBA) Name NROUTE Motorsports LLC	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
Mailing Address 6102 N 23rd Street	IRS Form 1099 Mailing Address 6102 N 23rd Street
City, State, Zip Code Ozark, MO 65721	City, State, Zip Code Ozark, MO 65721

Contact Person William Reynolds	Email Address: motorsports@nroutellc.com
Phone Number 417-731-2900	Fax Number: 605-642-1779
Authorized Signature 	Date 03/28/2023

List three (3) business references

1st

Company Name:	Representative Name:		
Christian County Sheriff's Office	110 West Elm	Ozark, MO 65721	
<hr/>			
Address	City	State	Zip
417-581-2332			
<hr/>			
Business Phone	Business Fax	Cellular Phone	
<hr/>			
email address if available			

2nd

Company Name:	Representative Name:		
Nixa Police Department	715 W Center Circle, Nixa, MO 65714		
<hr/>			
Address	City	State	Zip
417-725-2510			
<hr/>			
Business Phone	Business Fax	Cellular Phone	
<hr/>			
email address if available			

3rd

Company Name:	Representative Name:		
Ozark Police Department	301 W Brick, Ozark, MO 65721		
<hr/>			
Address	City	State	Zip
417-581-6600			
<hr/>			
Business Phone	Business Fax	Cellular Phone	
<hr/>			
email address if available			

(38) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to countycommission@christiancountymo.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS

Lynn Morris, Presiding Commissioner

Hosea Bilyeu, Western Commissioner

Bradley Jackson, Eastern Commissioner

TECHNICAL SPECIFICATIONS

The vehicle must meet or exceed the following specifications:

- 2023 Chevrolet Tahoe SSV 4wd or equivalent
- 5.3L V8
- 10sp Automatic Transmission
- Rear Axle 3.23 ratio
- Remote Keyless Entry
- Aluminum 20" wheels
- Third Row Delete
- Smooth Ride Suspension Package
- Rear Camera Mirror
- Provide colors available
- White Exterior - prefer
- Black Interior - prefer

Warranty information: Warranty information should be provided for each major component if it is to be provided by anyone other than the vendor.

Delivery: Time of delivery is deemed an important factor.

Delivery Hours: All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday. The delivery date and time will be at the mutual agreement of both parties.

Delivery and Issuance of Title: The title for each vehicle shall be issued as follows:

CHRISTIAN COUNTY
100 W. CHURCH ST. RM 100
OZARK, MO 65721

A valid purchase order by Christian County must be issued before delivery.

FINAL MANDATORY COMPLIANCE CHECKLIST:

Please use the below table to ensure your bid is fully compliant before you seal it for submission. If you have any questions regarding any of these items, please call:

Kim Hopkins-Will – Purchasing Agent

(417) 582-4309

khopkins@christiancountymmo.gov

FINAL COMPLIANCE CHECKLIST	(✓)
I am submitting my bid prior to the specified deadline. (Page 1)	XXX
I have filled out, signed, and dated the declaration page, and I understand that failure to do so will result in rejection of my bid. (Page 12)	XXX
I am including one (1) unbound original and three (3) copies of my bid. (Page 1)	XXX
I have included the Bid Form. (Page 11).	XXX
I am enclosing my bid in a sealed envelope, and I am marking the envelope "ITB #2023-9 2023 CHEVROLET TAHOE - BID DOCUMENTS – DO NOT OPEN". (Page 2)	XXX
I am indicating on the envelope the good/service that I am bidding on.	XXX

Bid Tab - 2023-9 Chevrolet Tahoe SSV 4wd or Equivalent

ITB	Description	Vendor	Pricing	Quantity	Total
Item	Chevrolet Tahoe SSV 4WD	NROUTE Motor Sports, LLC	\$45,775	2	\$91,550



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

March 29, 2023

NROUTE Motor Sports, LLC.
6102 N. 23rd Street
Ozark, Missouri 65721
Attn: William Reynolds
417731-2900
motorsports@nrotellc.om

Re: Award of ITB 2023-9 2023 Chevrolet Tahoe SSV 4wd or Equivalent

The Christian County Commission voted in session today to award the ITB 2023-9 - 2023 Chevrolet Tahoe SSV 4wd or Equivalent to NROUTE Motor Sports, LLC.

Your point of contact will be Chief Juvenile Officer Perry Barnes. Chief Barnes can be reached at 417-582-4358.

We thank you for participating in the bidding process and we look forward to working with you.

Hosea Bilyeu
Western Commissioner

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner