

**OFFICIAL
COMMISSION MINUTES
JUNE 18th, 2021 – 13TH DAY OF
THE APRIL ADJOURN TERM**

FORMAL AGENDA

The County Commission met in the Commission Conference Room with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 10:00 a.m.

Presiding Commissioner Scofield made a motion to amend the agenda for the Juneteenth Day Holiday Discussion. Motion died for lack of second.

**REVISED ADDENDUM TO AGREEMENT FOR ASPHALT – SECONDARY
#21-036RB(b)**

Presiding Commissioner Scofield reference a letter from their attorney.

Commissioner Williams moved to approve the Addendum to the Agreement for Asphalt by and between Taney County and Capitals Materials LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-036RB(b)

**ADDENDUM TO AGREEMENT
FOR
ASPHALT
(Secondary)**

THIS ADDENDUM, entered into on the date set forth below, by and between Taney County, Missouri (hereinafter "County") and Capital Materials, LLC (hereinafter "Contractor").

WHEREAS, County and Leo Journagan Construction Co., Inc. ("Journagan") entered into an Agreement for Asphalt, dated April 27, 2020; and

WHEREAS, Contractor acquired the assets of Journagan on or about March 6, 2021; including its rights, responsibilities, and obligations under the Agreement, which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, County issued a Notice of Renewal, dated April 26, 2021, renewing the Agreement for a period of one (1) year, commencing April 27, 2021 and expiring on April 26, 2022; and

WHEREAS, County and Contractor desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. All references to "Leo Journagan Construction Co., Inc." in the Agreement shall be deleted, removed, replaced and amended to identify "Capital Materials, LLC" as "Contractor". Contractor agrees to be bound by the terms and conditions of the Agreement and Notice of Renewal set forth in Exhibit A.

2. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. County and Contractor continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

TANEY COUNTY, MISSOURI



Mike Scofield
Presiding Commissioner
Taney County Commission

Date: 06/18/2021

CAPITAL MATERIALS, LLC

By:
Title:

Date: _____

**REVISED ADDENDUM TO AGREEMENT FOR AGGREGATE ROCK – CAT 1C
#21-041RB**

Presiding Commissioner Scofield reference a letter from their attorney.

Commissioner Williams moved to approve the Addendum to Agreement for Aggregate by and between Taney County and Capital Materials LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-041RB(c)

**ADDENDUM TO AGREEMENT
FOR
AGGREGATE
(Category 1c)**

THIS ADDENDUM, entered into on the date set forth below, by and between Taney County, Missouri (hereinafter "County") and Capital Materials, LLC (hereinafter "Contractor").

WHEREAS, County and Leo Journagan Construction Co., Inc. ("Journagan") entered into an Agreement for Asphalt, dated May 13, 2019; and

WHEREAS, Contractor acquired the assets of Journagan on or about March 6, 2021; including its rights, responsibilities, and obligations under the Agreement, which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, County issued a Notice of Renewal, dated May 10, 2021, renewing the Agreement for a period of one (1) year, commencing on May 13, 2021 and expiring on May 12, 2022; and

WHEREAS, County and Contractor desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. All references to "Leo Journagan Construction Co., Inc." in the Agreement shall be deleted, removed, replaced and amended to identify "Capital Materials, LLC" as "Contractor". Contractor agrees to be bound by the terms and conditions of the Agreement and Notice of Renewal set forth in Exhibit A.

2. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. County and Contractor continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

TANEY COUNTY, MISSOURI

Mike Scofield

Mike Scofield
Presiding Commissioner
Taney County Commission

Date: 06/18/2021

CAPITAL MATERIALS, LLC

By:
Title:

Date: _____

**REVISED ADDENDUM TO AGREEMENT FOR AGGREGATE ROCK – CAT 2A
#21-042RB(c)**

Presiding Commissioner Scofield reference a letter from their attorney.

Commissioner Williams moved to approve the Addendum to Agreement for Aggregate Category 2 by and between Taney County and Capital Materials LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ADDENDUM TO AGREEMENT
FOR
AGGREGATE
(Category 2)

THIS ADDENDUM, entered into on the date set forth below, by and between Taney County, Missouri (hereinafter "County") and Capital Materials, LLC (hereinafter "Contractor").

WHEREAS, County and Leo Journagan Construction Co., Inc. ("Journagan") entered into an Agreement for Asphalt, dated May 13, 2019; and

WHEREAS, Contractor acquired the assets of Journagan on or about March 6, 2021; including its rights, responsibilities, and obligations under the Agreement, which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, County issued a Notice of Renewal, dated May 10, 2021, renewing the Agreement for a period of one (1) year, commencing on May 13, 2021 and expiring on May 12, 2022; and

WHEREAS, County and Contractor desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. All references to "Leo Journagan Construction Co., Inc." in the Agreement shall be deleted, removed, replaced and amended to identify "Capital Materials, LLC" as "Contractor". Contractor agrees to be bound by the terms and conditions of the Agreement and the Notice of Renewal set forth in Exhibit A.

2. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. County and Contractor continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

TANEY COUNTY, MISSOURI



Mike Scofield
Presiding Commissioner
Taney County Commission

Date: 05/18/2021

CAPITAL MATERIALS, LLC

By:
Title:

Date: _____

REVISED AGREEMENT FOR 2021 DODGE CHARGER PURSUIT AWD SEDAN (1 OR MORE) #21-062S

Presiding Commissioner Scofield reference a letter from their attorney.

Commissioner Williams moved to approve the Agreement for 2021 Dodge Charger Pursuit AWD Sedan 1 or more by and between Fusz Dodge d/b/a Lou Fusz Chrysler Jeep Dodge Ram of O'Fallon and Taney County. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Agreement
for
2021 Dodge Charger Pursuit AWD Sedan (1 or more)

THIS AGREEMENT dated the 18th day of June 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Lou Fusz Dodge d/b/a Lou Fusz Chrysler Jeep Dodge Ram of O'Fallon, Missouri (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of one (1) or more 2021 Dodge Charger Pursuit AWD Sedan for the Taney County Sheriff's Office ("Equipment") includes the State of Missouri Contract #CC210416002 and the Quote dated Monday, June 7, 2021 is attached hereto and incorporated herein by reference ("Contract Documents"). Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. County agrees to purchase and Contractor agrees to sell the Equipment described in this Agreement, not to exceed a purchase price of \$28,634.00. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options for cooperative purchasing.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.

4. Payment. County agrees to pay the Contract Price at the time of pickup of the Equipment from Contractor by check. The Contract Price may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents.

5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

7. Termination. This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. Due to material breach of any term or condition of this Agreement, or
- b. If in the opinion of the Taney County Commission Services are delayed or not provided in conformity with specifications or variances authorized by County, or

ADJOURNMENT:

Commissioner Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ADJOURN: 10:04 A.M.

The minutes were taken and typed by Kim Lovelace, Deputy Clerk.