

BILL NO. 2021-005

ORDINANCE NO. 8388

**AN EMERGENCY ORDINANCE OF THE CITY OF NEVADA MISSOURI APPROVING AGREEMENT ADDRESSING DEMOLITION, DEBRIS REMOVAL AND SITE CLEAN-UP OF PROPERTY IN THE CENTRAL BUSINESS DISTRICT.**

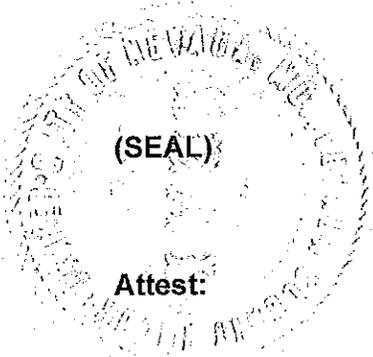
**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:**

**Section 1.** The contract being concluded by the City Manager for demolition of the Vieth Café (Bluebird Café) structures at the City of Nevada, Missouri, at a cost not to exceed \$30,000 is approved as an obligation of the City of Nevada, Missouri.

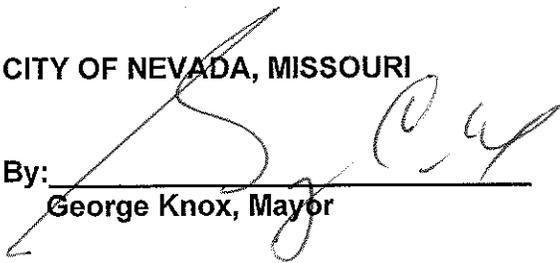
**Section 2.** The City Manager is authorized and directed to fully effect the same.

**Section 3.** This ordinance is an emergency ordinance by reason of the danger to the public occasioned by the partial collapse of the structure on the property to be acquired and the urgent need to conclude all issues between the parties to the agreement, to bring the dangerous elements of the structure to the ground, to reasonably secure the site for public safety and to restore use of essential traffic routes for the municipality now blocked and encumbered by the collapse exposures which require remediation.

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Nevada, Missouri, this 14<sup>th</sup> day of January 2021.



  
Michele Bailey, City Clerk

CITY OF NEVADA, MISSOURI  
By:   
George Knox, Mayor

## Demolition Agreement

This agreement is made and entered into the 15<sup>th</sup> day of January 2021 by and between Gator Industrial, LLC, a Missouri Limited Liability Company (LC0784563), Roger Hines, sole managing member, hereafter called Contractor and the City of Nevada, Missouri, a Home Rule Charter Municipality of Missouri of Vernon County, Missouri, hereafter called City.

For in consideration of the mutual covenants and conditions herein set forth the parties agree as follows:

### Wrecking and Tearing Down

Contractor agrees to wreck and tear down to ground level the existing remnants of the buildings owned by Roy Taylor on land owned by Roy Taylor in the southeast corner of public square of Nevada Missouri. The portions of the structure still standing are to be reduced to a debris pile roughly centered on the Taylor property at this location to the end that the risk of collapse on streets or sidewalks or other structures is terminated. The result to be achieved is to reduce the remaining structure to a debris pile located on and within the confines of the boundary lines of the Taylor property. Contractor will comply with applicable laws and regulations and directives of any duly authorized regulatory officials. Contractor will exercise its expertise and all required caution to safely reduce the remnants of the building avoiding damage to adjoining property or injury to human beings. The structures to be reduced to ground level are located on:

**The South Half (S1/2) of the North Half (N1/2) of the West Half (W1/2) of Lot One (1) in Block Four (4), of the Original Town of Nevada, Missouri. Subject to any part lying in the public road, and subject to any easements, reservations and restrictions affecting subject property.**

**AND**

**All the South 60 feet of the west 20 feet of the East half (E 1/2) of Lot One (1) in Block Four (4) of the Original Town (now City) of Nevada, Missouri.**

### Commencement and Completion

Contractor will commence the work under and pursuant to this agreement promptly upon execution and delivery of the agreement and shall complete the work within 3 working days after the date of this agreement reflected above. In the event safety issues or circumstances impeding progress occur by reason of causes not within the reasonable control of Contractor, the City will allow reasonable delay of completion.

## Independent Contractor

Contractor, in the performance of the work under and pursuant to this agreement shall be an independent contractor and shall furnish at its own expense all workers, tools, equipment and any subcontractors necessary to perform the work. City shall not have any supervision, direction or control over the means or methods of performance of Contractors work and shall have only the right to inspect the result thereof to assure complete performance.

## Insurance

Contractor shall carry and require any subcontractor to carry workers compensation coverage under Missouri law, comprehensive public liability insurance with limits of not less than \$2,000,000 and automobile liability insurance with limits of at least \$100,000 CSL. A certificate of insurance will be maintained with City reflecting Contractors coverage. Contractor will have City named as an additional insured on the policy and the addition will be verified by the carrier's certificate. Contractor will require similar insurance from Contractor's subcontractors if any.

## Safety Precautions

Contractor during the performance of this agreement will maintain such reasonable barricades and warning devices and signs as may be reasonably necessary to protect the public. Contractor will maintain reasonable barriers to protect adjacent structures during the demolition and will maintain traffic control on the adjacent streets that will reasonably exclude the public from the demolition area exposures during the demolition.

Upon the completion of the demolition, Contractor will remove the street blockades and barricades protecting its work, remove its equipment, and restore the adjacent streets and sidewalks to reasonably safe use by the public.

Barricades between the sidewalk and the debris will be erected as follows:

---

---

## Payment

City immediately and upon completion of the work of this agreement will pay Contractor the sum of \$29,500.

## Suppression of Debris Dust

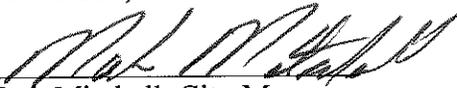
City will provide "wet down" service as reasonably needed to suppress demolition dust on request of Contractor.

Miscellaneous Provisions

1. The rights of the parties under this agreement may not be assigned or transferred without prior written consent of the other.
2. This agreement constitutes the entire agreement between the parties any understanding or representations of any kind resulting from any discussions or communications of any kind are binding only to the effect and extent that they are expressly stated in this agreement.
3. Modifications of this agreement may be made by the parties in writing and executed by both parties as mutually agreed.
4. This agreement is binding on the successors and assigns of the parties.
5. Venue in the event of litigation will be in Vernon County, Missouri.

In Witness Whereof the parties have executed this agreement the day and year first above written.

City of Nevada, Missouri

By:   
Mark Mitchell, City Manager

Gator Industrial, LLC

By:   
Roger Hines, Managing Member



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cornerstone Kansas City, LLC 4400 College Blvd. Ste. 350 Overland Park KS 66211		<b>CONTACT NAME:</b> Becci McMahon <b>PHONE (A/C, No, Ext):</b> (913) 378-1050 <b>E-MAIL ADDRESS:</b> bmcMahon@ckcins.com <b>FAX (A/C, No):</b> (913) 378-0399															
<b>INSURED</b> Gator Industrial, LLC, DBA: Gator Demolition, LLC Blackcat Trucking LLC 800 S Main Street Galena KS 66739		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Evanston Insurance Co</td> <td>35378</td> </tr> <tr> <td>INSURER B: Hallmark Specialty Ins Co</td> <td>26808</td> </tr> <tr> <td>INSURER C: Western World Insurance Company</td> <td>13196</td> </tr> <tr> <td>INSURER D: Missouri Employers Mutual Ins Co.</td> <td>10191</td> </tr> <tr> <td>INSURER E: Zurich American Ins Company</td> <td>16535</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Co	35378	INSURER B: Hallmark Specialty Ins Co	26808	INSURER C: Western World Insurance Company	13196	INSURER D: Missouri Employers Mutual Ins Co.	10191	INSURER E: Zurich American Ins Company	16535	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Evanston Insurance Co	35378																
INSURER B: Hallmark Specialty Ins Co	26808																
INSURER C: Western World Insurance Company	13196																
INSURER D: Missouri Employers Mutual Ins Co.	10191																
INSURER E: Zurich American Ins Company	16535																
INSURER F:																	

### COVERAGES

CERTIFICATE NUMBER: CL204128203

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MKL3PBC000735	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A24700963-1	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			GLX100156301	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MRG1017662 (MO) PRV2020030 (KS NE AR IA) WC928368339624 (All other)	3/23/2020	3/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Motor Truck Cargo			MTC0856644	4/1/2020	4/1/2021	Single Conveyance/\$100,000 cargo/ Deduct/1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Nevada is named as an Additional Insured on all policies except Workers' Compensation as required by written contract.

### CERTIFICATE HOLDER

City of Nevada  
110 S Ash St  
Nevada, MO 64772

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
D Parkhurst/MARTHA

© 1988-2014 ACORD CORPORATION. All rights reserved.