

DEMOLITION DEBRIS REMOVAL PROGRAM
City of Breckenridge, Texas

AGREEMENT

This Agreement is hereby made and entered into this ___ day of _____, 20__ (the “Effective Date”), by and between the City of Breckenridge, Texas, a municipal corporation whose mailing address is 105 N. Rose Avenue, Breckenridge, Texas, 76424 (the “City”), and _____, whose mailing address is _____ (the “Owner”).

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City established a Chapter 380 Economic Development Program on December 2, 2014 by Resolution No. 14-33, to provide a program to provide various incentives to promote state and local economic development and stimulate business and commercial activity;

WHEREAS, the City Commission of the City of Breckenridge (the “City Commission”) finds that the destruction of dilapidated structures within the City and the replacement of those dilapidated structures with new homes or businesses would promote local economic development and stimulate business and commercial activity in the City;

WHEREAS, Owner owns property described as _____ (the “Property”), which contains a dilapidated structure that Owner wishes to demolish and replace with a new home/business;

WHEREAS, Owner has requested financial assistance from the City in the form of the provision of a roll-off dumpster to dispose of the debris from the demolition of the dilapidated structure; and

WHEREAS, the City finds that the provision of a roll-off dumpster for demolition debris removal is authorized under the City’s Chapter 380 Economic Development Program.

NOW, THEREFORE, in exchange for the mutual covenants contained herein, the City and the Owner agree as follows:

1. **Recitals.** The recitals and provisions recited above are hereby expressly incorporated into, and made a part of the Agreement, as though set out in full.
2. **Incentive Provided by City.** In exchange for the Owner’s performance under Section 3, below, the City agrees to provide a roll-off dumpster to the Property. The roll-off dumpster will be delivered to the Property when available from Republic Services, and will remain on the Property for a period of ten (10) days at a maximum. The roll-off dumpster may only be used for debris from the demolition of the structure(s) on the Property and for no other purpose. The City will arrange for the removal and emptying of the roll-off dumpster within after notification by Owner that Owner no longer needs the roll-off dumpster or by the 10th day, whichever comes first. The delivery and removal of the roll-off dumpster shall be at no cost to Owner, provided Owner performs as described in Section 3 and within the time frame established in Section 3.

3. Performance by Owner. In exchange for the City's provision of a roll-off dumpster to the Property, Owner agrees as follows:

- a. The structure(s) on the Property is dilapidated and the Owner voluntarily agrees to demolition the structure(s).
- b. The structure(s) will be demolished at Owner's sole expense. Owner will place debris from such demolition in the roll-off dumpster provided by the City and shall not place any other debris or waste in the dumpster.
- c. Owner will apply for and obtain a building permit for a new structure on the Property within six (6) months of the Effective Date.
- d. If the Owner does not obtain a building permit for a new structure on the Property within six (6) months of the Effective Date, the Owner shall reimburse the City for the cost of the roll-off dumpster within fifteen (15) days after receiving a demand from the City for the same. The amount to be reimbursed to the City will be the City's actual cost for the roll-off dumpster, which is estimated to be approximately \$700.

4. Warranties by Owner. Owner certifies that Owner is the record title owner of the Property and of the dilapidated structure(s) on the Property. Owner warrants that Owner will not place anything other than demolition debris into the roll-off container provided by the City. Owner warrants that Owner will not place any hazardous materials into the roll-off container provided by the City.

5. Indemnification. *Owner does hereby release, indemnify, defend and hold harmless the City and all of its officers, including the Mayor and City Commissioners, its agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses, attorney's fees, witness fees and/or cost of defending any such action or claim, or appeals, therefrom, arising out of, directly or indirectly, Owner's demolition of the structure(s) on the Property or the use of the roll-off dumpster provided by the City under this Agreement.*

AGREED TO BY OWNER:

APPROVED BY CITY:

Name: _____

Bob Sims, Mayor

ATTEST:

Heather Robertson-Caraway, City Secretary