

SPECIAL CALL MEETING
AT THE SPRING CITY MUNICIPAL BUILDING
TUESDAY, JANUARY 21, 2020 @ 9:30 A.M.

Be it remembered there was opened and held a Special Call Meeting of the Board of Commissioners on January 21, 2020 at the Spring City Municipal Building. Attending the meeting were Mayor Billy Ray Patton, Commissioner Max Douglas, Commissioner Jody Bauer, City Manager Stephania Motes, City Recorder Brenda Dodson, Public Works Director Jason Yuhas, Police Chief Jason Lawson and Sewer Plant Operator Greg Goins and Kenyon Kilby. Also in attendance was Joe Kilbane.

Roll call was taken by City Recorder Brenda Dodson

Commissioner Jody Bauer – Present
Commissioner Max Douglas – Present
Vice Mayor Reba Murphy – Absent
Commissioner Brad Collins – Absent
Mayor Billy Ray Patton – Present

Motion was made by Commissioner Bauer, and seconded by Commissioner Douglas to amend the existing Sewer Service Agreement with Mountain View Raceway, Inc.

Vote:
Commissioner Douglas-Aye
Vice-Mayor Bauer-Aye
Mayor Patton-Aye

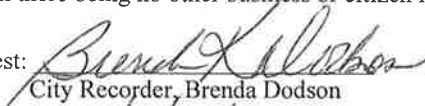
Motion Carried

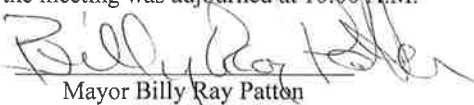
Motion was made by Commissioner Bauer, and seconded by Commissioner Douglas to purchase a new RAS pump in the amount of \$12,135.00 for the RAS Building at the Sewer Plant.

Vote:
Commissioner Douglas-Aye
Vice-Mayor Bauer-Aye
Mayor Patton-Aye

Motion Carried

With there being no other business or citizen input the meeting was adjourned at 10:00 A.M.

Attest: 
City Recorder, Brenda Dodson


Mayor Billy Ray Patton

Date: 2/6/2020

SEWER SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 21st day of January, 2020, by and between MOUNTAIN VIEW RACEWAY, INC. (hereinafter referred to as "Owner") whose address is 20626 Rhea County Highway, Spring City, Tennessee 37381 and TOWN OF SPRING CITY (hereinafter referred to as "Town") whose address is 229 Front Street, Spring City, Tennessee 37381.

WITNESSETH:

WHEREAS, Owner holds title to a certain parcel of real estate more particularly described as:

Spring City Racetrack (hereinafter referred to as the "Property"); and

WHEREAS, Owner desires to obtain sanitary sewer service for the Property by means of connection to the Town's sewer system; and

WHEREAS, in order to connect to the Town's sewer system it will be necessary for Owner to install all necessary connections including a Force Main along Highway 27 and install, operate and maintain a grinder pump system to collect wastewater generated on the Property, grind it, and pump it to a point of connection to the Town's sewer system.

NOW, THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Town hereby agrees to provide sanitary sewer service to the Property subject to the prevailing Town policy and practice as well as the terms set forth herein.
3. Owner agrees to install one grinder pump system at Owner's sole cost and expense (pump system, electrical, force main, emergency generator, etc.) and in strict accordance with The Town's service code as it may be amended from time to time. Owner shall submit plans, specifications and other documents related to this project and shall obtain approval from the Town and its engineering firm Barge Design Solutions, Inc., prior to installation. That after installation, Barge shall be permitted to conduct field visits to witness the associated testing and complete field observation reports on behalf of the Town and at the sole expense of the Owner. Owner shall warrant all labor and materials from date of final inspection for a period on One (1) year.
4. The Town agrees that they will own one grinder pump system and the service lateral between the grinder station and the Tennessee Department of Transportation Right of Way and the Owner shall be solely responsible for its operation, maintenance, repair, or replacement of the grinder pump system. In no event shall the Town have any responsibility for the installation, operation, maintenance, repair, or replacement of the grinder pump system or any costs associated therewith. Further, Owner agrees that he may not install any additional grinder pumps or connections to the Force Main without the written permission from the Town.
5. Owner agrees to protect the grinder pump station from damage and to ensure that no trees or shrubs will be located closer than six feet to the pump station or the service line.

6. Owner agrees to maintain at all times a maintenance/service agreement for the grinder pump system with a person or firm experienced with wastewater pumping facilities and acceptable to the Town. Said agreement shall include provisions for both regular maintenance and twenty-four hour emergency responses. Said agreement shall include twenty-four hour contact information including a toll-free telephone number. The Town will periodically require Owner to provide documentary evidence of the maintenance/service agreement required by this section. Owner acknowledges and agrees that Owner's failure to provide such documentary evidence in a timely manner and in a form acceptable to The Town may result in termination of service as set forth in Section 8.
7. The Town shall have the right, but not the obligation to enter upon the Property and to perform such remedial action as the Town, in its sole judgment, deems necessary to protect public health and safety. Owner hereby agrees to indemnify and hold the Town harmless and to promptly reimburse the Town for all costs and expenses incurred by the Town in the event the Town performs such remedial actions. (See attached force main design drawings).
8. Owner understands and agrees that Owner's failure to abide by all covenants set forth in this Agreement shall be cause for disconnection of sanitary sewer service to the Property.
9. This Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the title to the Property and will forever benefit the Town and bind the Owner and all future owners of the Property, including, without limitation, their heirs, successors, legal representatives and assigns. Owner agrees to advise any purchaser or other transferee of the Property that the Property is served by a grinder pump system which is to be operated, maintained, repaired, and replaced by the purchaser or other transferee pursuant to this Agreement.
10. Owner for itself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold the Town harmless from and against any and all liabilities, damages, claims, costs, and expenses, including attorneys' fees, which may be imposed upon or asserted against the Town arising from or in any way connected with the installation, operation, maintenance, repair, or replacement of the grinder pump system, or failure of the grinder pump system to adequately service the Property.
11. Owner shall be solely responsible for all costs associated with design, development and approval of this Agreement including, but not limited to the Town's legal fees and engineering fees and shall promptly reimburse the Town when presented with a demand for payment of the Town's costs. Once installation is complete, Owner shall receive a monthly bill for his sewer service in the same manner as all Town residents for the same type of service.
12. Owner understands and agrees that the Town will record this Agreement in the public records of Rhea County, Tennessee.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

OWNER:

MOUNTAIN VIEW RACEWAY, INC.



By: Kelvin Hampton, President

01/2020

TOWN:

TOWN OF SPRING CITY



By: Billy Ray Patton, Mayor

ATTEST: 
City Recorder