

REGULAR MEETING – KINGSTON WATER BOARD  
TUESDAY OCTOBER 11, 2022  
KINGSTON CITY HALL

The Regular Meeting of the Kingston Water Board was held on Tuesday, October 11, 2022. Chairman Tim Neal called the meeting to order with the following members present upon roll call: Member Tony Brown, Member Randy Childs, Member Jeff Griffis, Vice-Chair Becky Humphreys, Member Stephanie Wright and Chairman Tim Neal. Member Tara Stockton was absent.

**PREVIOUS MINUTES**

A motion made by Member Griffis, second by Member Wright to waive the reading and approve the minutes as written the minutes of the regular meeting on September 13, 2022.

The motion passed with a unanimous roll call vote. 6 Ayes

**Citizen Comments – None**

**Board Comments – None**

**CITY MANAGER’S REPORT**

- The ARPA funds on the utility side requires an application which we have submitted to TDEC. This will come back to council for final approval. This portion of ARPA requires us to have an asset management plan implemented which costs approximately \$10,000 to \$20,000. The State Revolving Loan Fund is offering forgiveness for the asset management plans so we will apply for this.

**New Business:**

**A. Consideration of a request for sewer service at the Goodstop by Casey’s location at 1452 Lawnville Road.**

A motion was made by Member Wright, second by Member Brown to enter into an agreement between the City of Kingston and CGS Stores, LLC “Casey’s” for sewer service at the Goodstop by Casey’s location at 1452 Lawnville Road.

The motion passed with a unanimous roll call vote. 6 Ayes

**Board Discussion:**

- The Board discussed the request made by Toby Litsey during the citizen comments of the regular meeting of City Council. Mr. Litsey resides at 804 West Ridgecrest Dr. and is having issues with his septic system. The existing sewer line ends approximately 150 feet from his residence. Utility Director Kevin Hamilton explained that he spoke with Will Luke (TDEC) and Mr. Luke advised that the State would not grant permits in the future for septic systems in that area and encouraged the Board to extend sewer service in this area. The Board requested that Utility Director Hamilton provide the estimated cost related to this project and present during the November 2022 Work Session.
- Utility Director gave an update on the completed Shubert Street project.
- City Manager David Bolling updated the Board on the Ward Road Sewer Extension estimate that will be presented during the November work session.

Chairman Neal adjourned the meeting. 6:50 pm

APPROVED 11-10-2022  
Timothy Neal  
Timothy Neal, Chairman

ATTEST  
Heidi  
City Clerk

## **AGREEMENT TO EXTEND SEWER MAIN**

THIS AGREEMENT TO EXTEND SEWER MAIN (this "Agreement"), is made and entered into as of the 11 day of October, 2022 by and between the City of Kingston, Tennessee (the "City"), and CGS Stores, LLC ("Casey's"). The City and Casey's are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

**WHEREAS**, Casey's is the ground lease tenant of property located at 1452 Lawnville Road in the City of Kingston, currently operated as a convenience store and gas station ("Casey's Property").

**WHEREAS**, in order to serve the Casey's Property and other residents and properties of the City, the Parties desire to extend a sewer force main from its approximate location at the intersection of High Point Orchard Road and Ladd Landing Way approximately 4625 feet along the north side of Ladd Landing Way to the Casey's Property and to install a service stub of no more than 2 inches in diameter under Lawnville Road to the Casey's Property (the "Sewer Main Extension").

**WHEREAS**, the Parties have agreed to split the cost and work of the Sewer Main Extension upon the terms and conditions contained herein.

**NOW THEREFORE**, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

**SECTION 1:** The recitals set forth above are incorporated into this Agreement.

**SECTION 2:** Casey's agrees to be responsible for all survey and engineering costs and fees relating to the Sewer Main Extension. In addition, Casey's agrees to pay the City up to Twenty

Five Thousand Dollars (\$25,000) for procurement of materials required for the Force Main Extension and up to Two Thousand Dollars (\$2,000) in permit fees.

**SECTION 3:** The City agrees to review the plans and provide items required for design of sewer system in a timely manner and agrees to sign as applicant for the Sewer Main Extension. After completion of surveying and engineering work, Casey's shall apply for and diligently work to obtain any necessary approvals for the Sewer Main Extension, and the City agrees to cooperate as reasonably requested.

**SECTION 4:** Upon receipt of approvals for the Sewer Main Extension, the City shall order the necessary materials. Casey's shall reimburse the City up to \$25,000 for the cost of said materials within 30 days of invoice from the City.

**SECTION 5:** Upon receipt of approvals and the materials, the City shall diligently proceed to complete the Sewer Main Extension, using commercial reasonable efforts.

**SECTION 6:** Casey's shall be responsible for the cost of a pump station and discharge line to be located on the Casey's Property necessary to connect to the service stub.

**SECTION 7:** The Sewer Main Extension will at all times be the property of the City and shall be repaired and maintained by the City.

**SECTION 8: General Provisions:**

A. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

B. Amendment. This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the Parties evidenced by a written amendment, by

the adoption of an ordinance or resolution of the City approving such amendment, as provided by law, and by the execution of such amendment by the Parties.

C. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

D. Tennessee Law. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

E. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

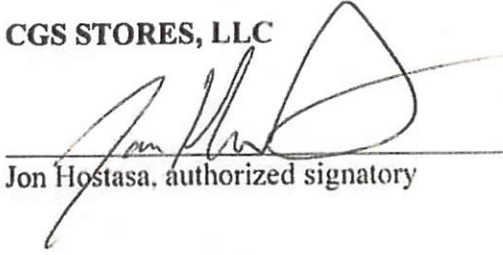
F. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of any Party to this Agreement is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

G. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and Casey's, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or Casey's, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or Casey's. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

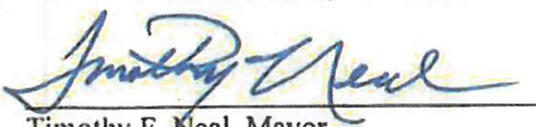
H. Drafter Bias. The Parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, both of which are represented by independent counsel and that this Agreement is a compilation

of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the Parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

**CGS STORES, LLC**

  
\_\_\_\_\_  
Jon Hostasa, authorized signatory

**CITY OF KINGSTON, TENNESSEE**

  
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Timothy F. Neal, Mayor