



WORK SESSION - KINGSTON CITY COUNCIL
Tuesday, August 4, 2020
6:00 P.M.

A G E N D A

1. Invocation and Pledge
2. Call to Order
3. Continued discussion of converting city streetlights to LED (Russ Phillips, Nathan Wells, William Franklin and Scott Gilmer with PATH, Brad Taylor with Taylor Telecom Solutions)
4. Discussion of renewal of Comcast Franchise Agreement (City Attorney McPherson, City Manager Bolling)
5. Discussion of request for three way stops on Paint Rock Ferry Road (City Manager Bolling)
6. Discussion of request for the adoption of Franklin Village Way and Franklin Village Trace (City Manager Bolling) -

IN KEEPING WITH SOCIAL DISTANCING RECOMMENDATIONS RELATED TO THE SPREAD OF COVID-19, THIS WORKSHOP WILL BE CLOSED TO THE PUBLIC. IT WILL BE LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV, AND A LINK TO THE VIDEO WILL BE POSTED TO OUR FACEBOOK PAGE.



Streetlight Conversion Project
Kingston, TN



August 4, 2020

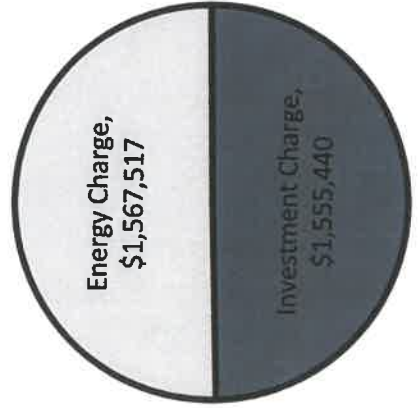
Current Annual Streetlight Bill

Annual Total
\$136,108



20 Years of Streetlight Expenses Under Current Plan

20 Year Total
\$3,122,957



Existing Streetlight Summary

- » Currently lease streetlights through Rockwood Electric Utility (REU)
- » Annual Streetlight Bill is \$136,108
- » 20 Year Streetlight Forecast is \$3,122,957

Realities of Current

Streetlight Infrastructure

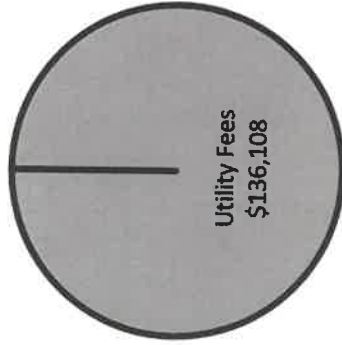
- » Streetlights are owned by Rockwood Electric Utility (REU) – not the City of Kingston
- » The City pays REU annual payments under an indefinite lease term
- » The City has no way to reduce annual streetlight expenses under the current model

What If?

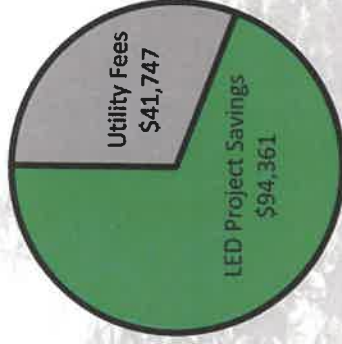
- » The City of Kingston could regain ownership of its own streetlight infrastructure
- » Future agreements had defined terms
- » The City could reduce its annual streetlight expense while upgrading the performance and aesthetics of its streetlights
- » Savings could then be used to fund additional public safety projects such as:
 - » Traffic-control/monitoring cameras
 - » Public access to Wi-Fi in key areas
 - » Additional infrastructure projects

Annual Streetlight Expense

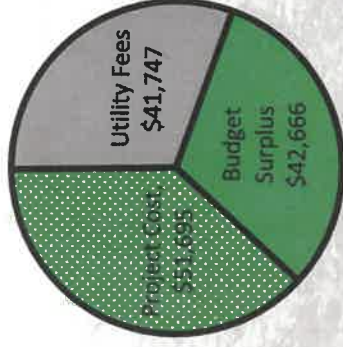
Pre-Project



Savings Opportunity

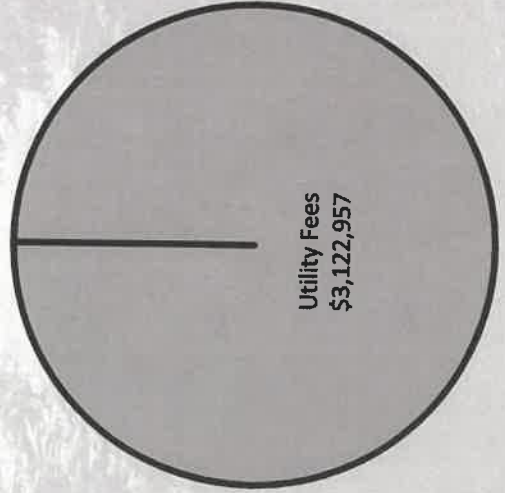


Budget Impact

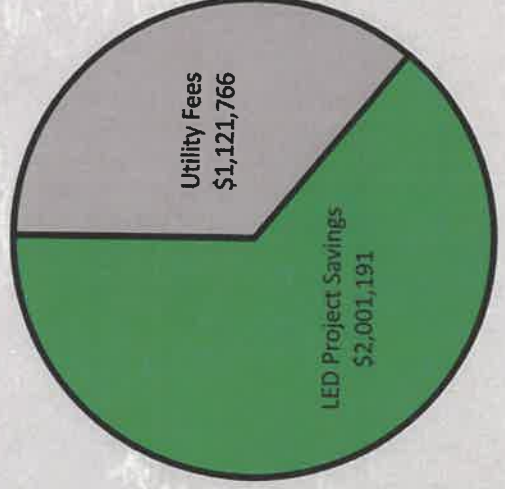


20 Year Streetlight Expense

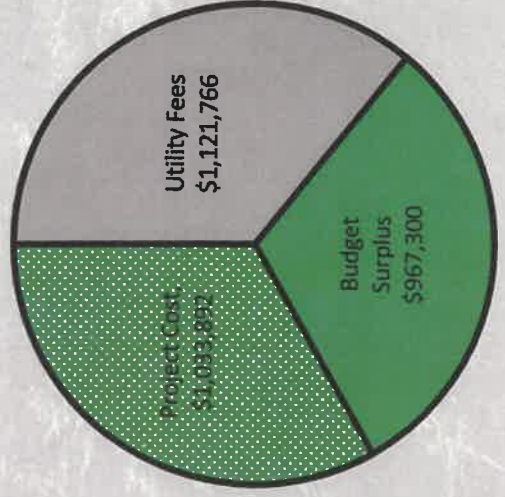
Pre-Project



Savings Opportunity



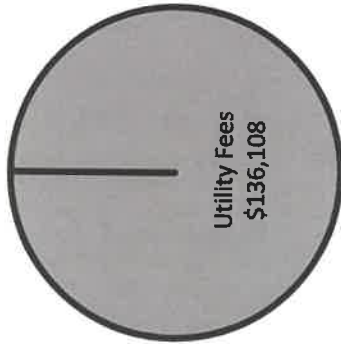
Budget Impact



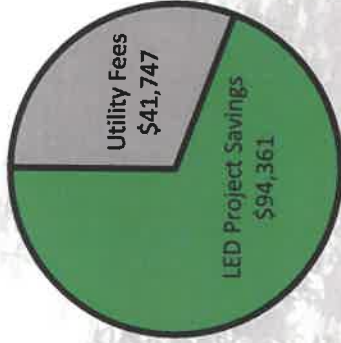
*Costs assume 100% financing over 20 years at 3.00% interest

Annual Streetlight Expense

Pre-Project



Savings Opportunity

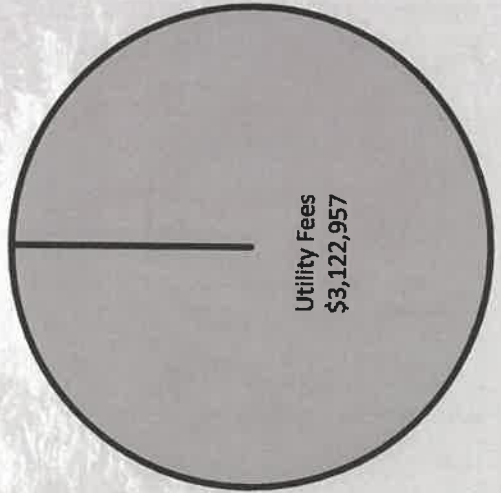


Budget Impact

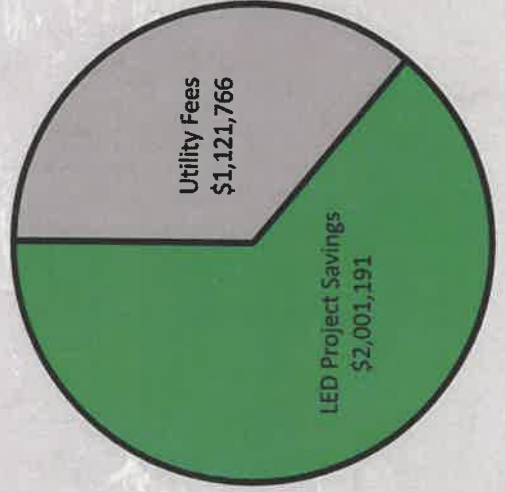


20 Year Streetlight Expense

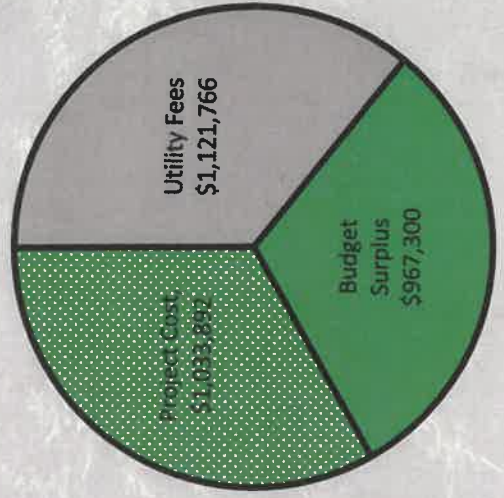
Pre-Project



Savings Opportunity



Budget Impact



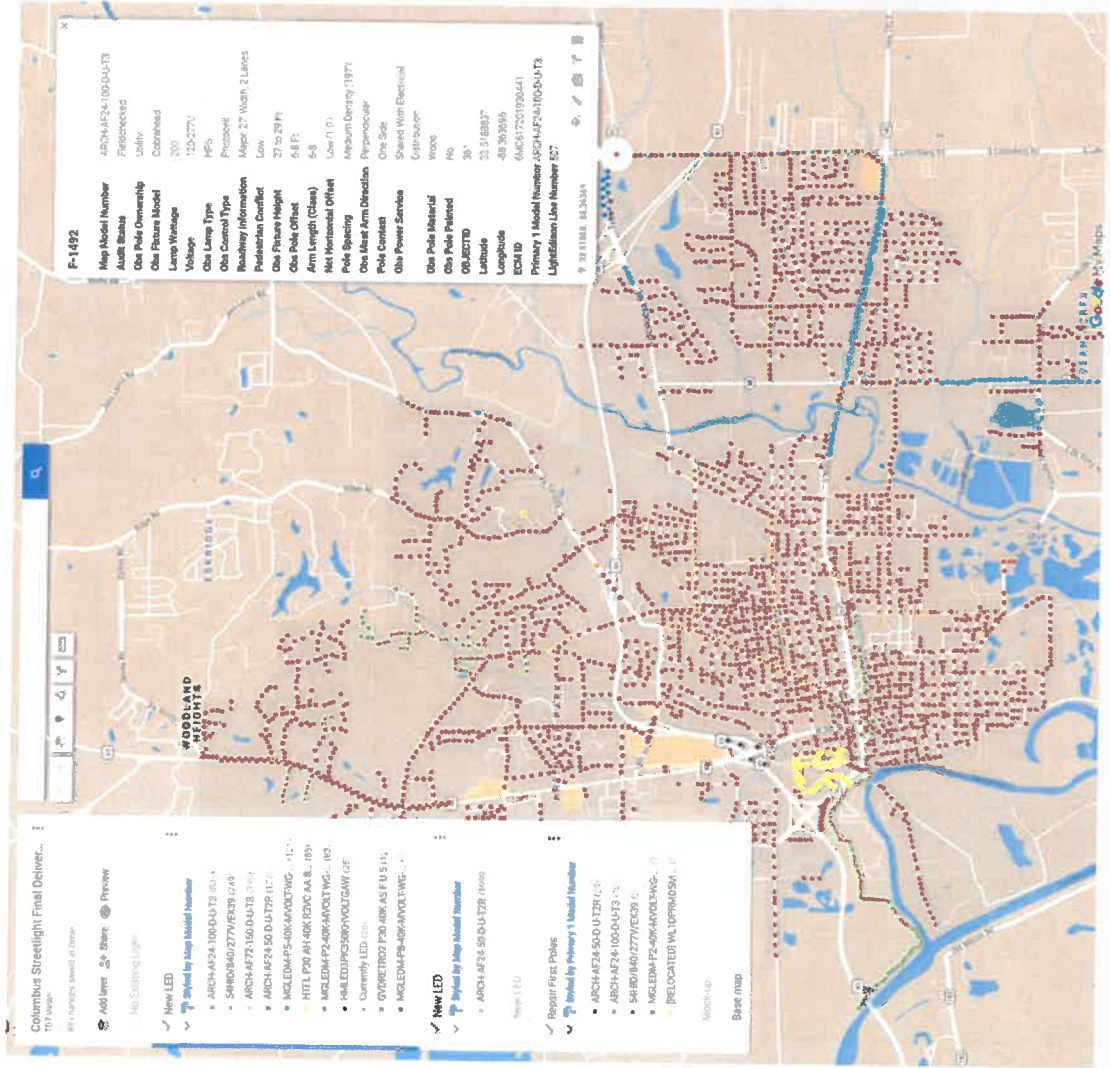
*Costs assume 100% financing over 20 years at 3.00% interest



Project Impact – Streetlight Project

Status Quo		Compare		PATH Plan									
Year	Utility Investment Charge	Utility Energy Charge	Total Streetlight Budget	Year	PATH Plan SAVINGS	Total Streetlight Budget	Year	Lease Payment	Utility Investment Charge	Utility Energy Charge	Utility Attachment Fee	Maintenance Allowance	Annual Service Fees - Cameras & WIFI
1	\$77,772	\$68,356	\$136,108	1	\$42,666	\$93,442	1	\$51,695	\$0	\$22,127	\$17,820	\$1,800	\$0
2	\$77,772	\$60,086	\$137,858	2	\$43,164	\$94,694	2	\$51,695	\$0	\$22,791	\$18,355	\$1,854	\$0
3	\$77,772	\$61,889	\$139,661	3	\$43,677	\$95,984	3	\$51,695	\$0	\$23,475	\$18,905	\$1,910	\$0
4	\$77,772	\$63,746	\$141,518	4	\$44,205	\$97,313	4	\$51,695	\$0	\$24,179	\$19,472	\$1,967	\$0
5	\$77,772	\$65,658	\$143,430	5	\$44,748	\$98,682	5	\$51,695	\$0	\$24,904	\$20,057	\$2,026	\$0
6	\$77,772	\$67,628	\$145,400	6	\$45,309	\$100,091	6	\$51,695	\$0	\$25,652	\$20,658	\$2,087	\$0
7	\$77,772	\$69,657	\$147,429	7	\$45,885	\$101,543	7	\$51,695	\$0	\$26,421	\$21,278	\$2,149	\$0
8	\$77,772	\$71,746	\$149,518	8	\$46,480	\$103,039	8	\$51,695	\$0	\$27,214	\$21,916	\$2,214	\$0
9	\$77,772	\$73,899	\$151,671	9	\$47,092	\$104,579	9	\$51,695	\$0	\$28,030	\$22,574	\$2,280	\$0
10	\$77,772	\$76,116	\$153,888	10	\$47,722	\$106,165	10	\$51,695	\$0	\$28,871	\$23,251	\$2,349	\$0
11	\$77,772	\$78,399	\$156,171	11	\$48,372	\$107,799	11	\$51,695	\$0	\$29,737	\$23,949	\$2,419	\$0
12	\$77,772	\$80,751	\$158,523	12	\$49,040	\$109,483	12	\$51,695	\$0	\$30,629	\$24,667	\$2,492	\$0
13	\$77,772	\$83,174	\$160,946	13	\$49,729	\$111,216	13	\$51,695	\$0	\$31,548	\$25,407	\$2,566	\$0
14	\$77,772	\$85,669	\$163,441	14	\$50,439	\$113,002	14	\$51,695	\$0	\$32,495	\$26,169	\$2,643	\$0
15	\$77,772	\$88,239	\$166,011	15	\$51,170	\$114,841	15	\$51,695	\$0	\$33,470	\$26,954	\$2,723	\$0
16	\$77,772	\$90,886	\$168,658	16	\$51,922	\$116,736	16	\$51,695	\$0	\$34,474	\$27,763	\$2,804	\$0
17	\$77,772	\$93,613	\$171,385	17	\$52,698	\$118,687	17	\$51,695	\$0	\$35,508	\$28,596	\$2,888	\$0
18	\$77,772	\$96,421	\$174,193	18	\$53,496	\$120,697	18	\$51,695	\$0	\$36,573	\$29,454	\$2,975	\$0
19	\$77,772	\$99,314	\$177,086	19	\$54,319	\$122,767	19	\$51,695	\$0	\$37,670	\$30,337	\$3,064	\$0
20	\$77,772	\$102,293	\$180,065	20	\$55,166	\$124,899	20	\$51,695	\$0	\$38,800	\$31,247	\$3,156	\$0
TOTAL	\$1,555,440	\$1,567,517	\$3,122,957	TOTAL	\$967,300	\$2,155,657	TOTAL	\$1,033,892	\$0	\$594,569	\$478,830	\$48,367	\$0

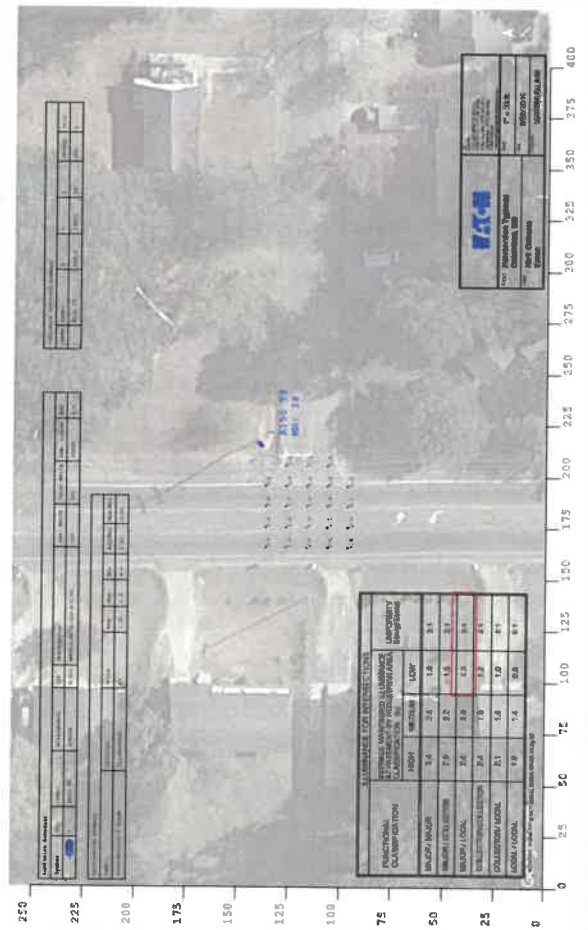
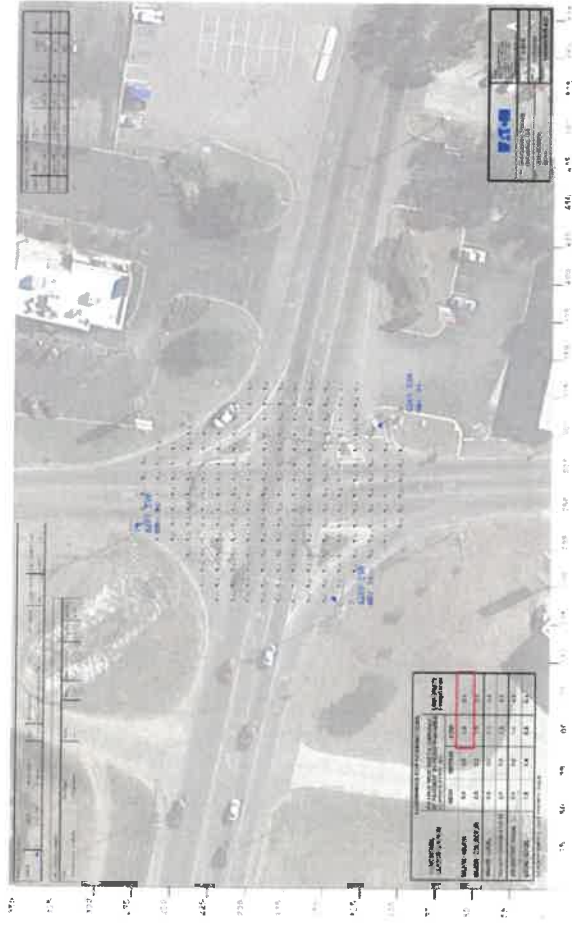
Audit Map



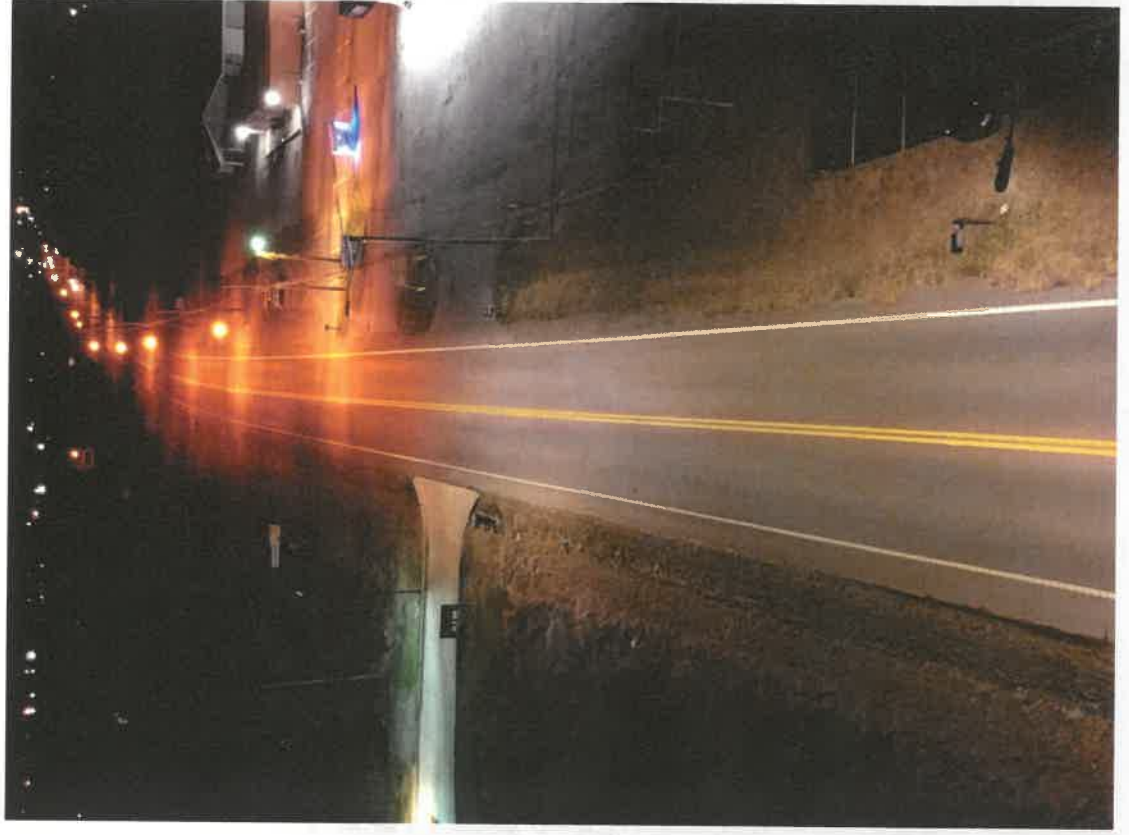
Physical Audit

Pole Dimensions	Fixture Mounting Height
Fixture Mounting Arm Length	Pole Tag
Fixture Detail	Arm Mount Detail
PoleID: S33041	Fixture Height: 31'4"
Date: 2014-10-01	FixtureType: S250
Distance: 88'9"	FixtureStyle: Cobrahead
Latitude: 40.26370923398	SafetyConcern: No Safety Concern
Longitude: -76.8894926448	Performance: No Concerns, No Intersection
Altitude: 346'9"	Roadway: Three Lane One-Way Arterial

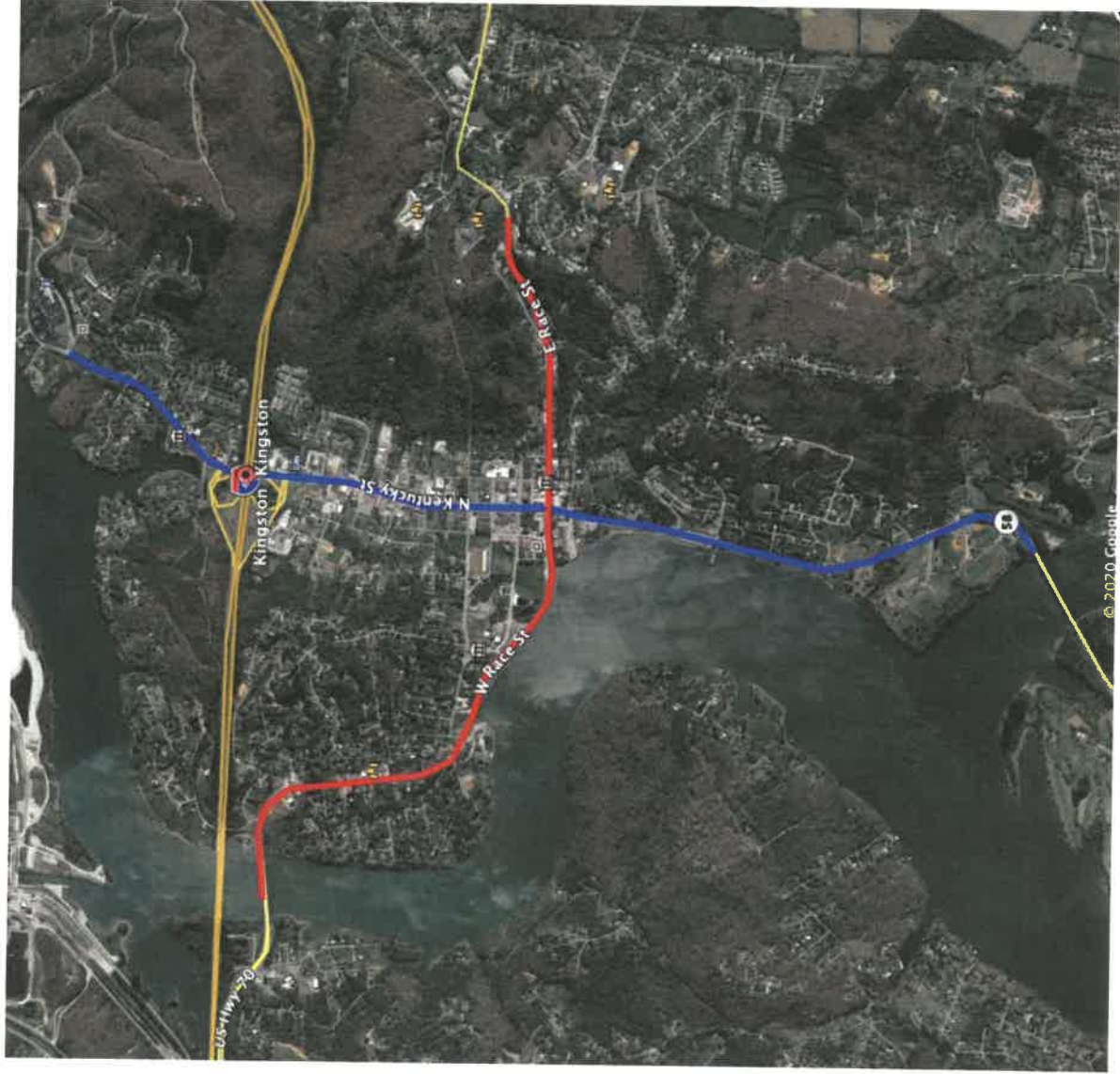
Typicals



Mock-Ups



Potential Coverage Area



Benefits to Combining Cameras & Wi-Fi with Streetlights

- » Cost effective where video cameras, audio, and/or Wi-Fi capabilities are desired
- » New technologies allow for cameras/Wi-Fi nodes to plug directly into the streetlights
- » Can use cameras to track congestion, parking, garbage collection, etc.

PATH™





Project Impact: Streetlights + 60 Cameras + Wi-Fi

Status Quo		Compare		PATH Plan								
Year	Utility Investment Charge	Total Streetlight Budget	Year	PATH Plan SAVINGS	Total Streetlight Budget	Year	Lease Payment	Utility Investment Charge	Utility Energy Charge	Utility Attachment Fee	Maintenance Allowance	Annual Service Fees - Cameras & WiFi
1	\$71,772	\$136,108	1	(\$17,334)	\$153,442	1	\$51,695	\$0	\$22,127	\$17,820	\$1,800	\$60,000
2	\$71,772	\$137,858	2	(\$16,896)	\$154,694	2	\$51,695	\$0	\$22,791	\$18,355	\$1,854	\$60,000
3	\$71,772	\$139,661	3	(\$16,923)	\$155,984	3	\$51,695	\$0	\$23,475	\$18,905	\$1,910	\$60,000
4	\$71,772	\$141,518	4	(\$15,795)	\$157,313	4	\$51,695	\$0	\$24,179	\$19,472	\$1,967	\$60,000
5	\$71,772	\$143,430	5	(\$15,252)	\$158,682	5	\$51,695	\$0	\$24,904	\$20,057	\$2,026	\$60,000
6	\$71,772	\$145,400	6	(\$14,692)	\$160,091	6	\$51,695	\$0	\$25,652	\$20,658	\$2,087	\$60,000
7	\$71,772	\$147,429	7	(\$14,115)	\$161,543	7	\$51,695	\$0	\$26,421	\$21,278	\$2,149	\$60,000
8	\$71,772	\$149,518	8	(\$13,520)	\$163,039	8	\$51,695	\$0	\$27,214	\$21,916	\$2,214	\$60,000
9	\$71,772	\$151,671	9	(\$12,908)	\$164,579	9	\$51,695	\$0	\$28,030	\$22,574	\$2,280	\$60,000
10	\$71,772	\$153,888	10	(\$12,278)	\$166,165	10	\$51,695	\$0	\$28,871	\$23,251	\$2,349	\$60,000
11	\$71,772	\$156,171	11	(\$11,628)	\$167,800	11	\$51,695	\$0	\$29,737	\$23,949	\$2,419	\$60,000
12	\$71,772	\$158,523	12	(\$10,960)	\$169,483	12	\$51,695	\$0	\$30,629	\$24,667	\$2,492	\$60,000
13	\$71,772	\$160,946	13	(\$10,271)	\$171,216	13	\$51,695	\$0	\$31,548	\$25,407	\$2,566	\$60,000
14	\$71,772	\$163,441	14	(\$9,561)	\$173,002	14	\$51,695	\$0	\$32,495	\$26,169	\$2,643	\$60,000
15	\$71,772	\$166,011	15	(\$8,830)	\$174,841	15	\$51,695	\$0	\$33,470	\$26,954	\$2,723	\$60,000
16	\$71,772	\$168,658	16	(\$8,078)	\$176,736	16	\$51,695	\$0	\$34,474	\$27,763	\$2,804	\$60,000
17	\$71,772	\$171,385	17	(\$7,302)	\$178,687	17	\$51,695	\$0	\$35,508	\$28,596	\$2,888	\$60,000
18	\$71,772	\$174,193	18	(\$6,504)	\$180,697	18	\$51,695	\$0	\$36,573	\$29,454	\$2,975	\$60,000
19	\$71,772	\$177,086	19	(\$5,681)	\$182,767	19	\$51,695	\$0	\$37,670	\$30,337	\$3,064	\$60,000
20	\$71,772	\$180,065	20	(\$4,834)	\$184,899	20	\$51,695	\$0	\$38,800	\$31,247	\$3,156	\$60,000
TOTAL	\$1,555,440	\$3,122,957	TOTAL	(\$232,702)	\$3,355,659	TOTAL	\$1,033,893	\$0	\$594,569	\$478,830	\$48,367	\$1,200,000



Project Impact: Streetlights + 30 Cameras + Wi-Fi

Status Quo		Compare		PATH Plan									
Year	Utility Investment Charge	Utility Energy Charge	Total Streetlight Budget	Year	PATH Plan SAVINGS	Total Streetlight Budget	Year	Lease Payment	Utility Investment Charge	Utility Energy Charge	Utility Attachment Fee	Maintenance Allowance	Annual Service Fees - Cameras & WiFi
1	\$77,772	\$58,396	\$136,108	1	\$12,666	\$123,442	1	\$51,695	\$0	\$22,127	\$17,820	\$1,800	\$30,000
2	\$77,772	\$60,086	\$137,858	2	\$13,164	\$124,694	2	\$51,695	\$0	\$22,791	\$18,355	\$1,854	\$30,000
3	\$77,772	\$61,889	\$139,661	3	\$13,677	\$125,984	3	\$51,695	\$0	\$23,475	\$18,905	\$1,910	\$30,000
4	\$77,772	\$63,746	\$141,518	4	\$14,205	\$127,313	4	\$51,695	\$0	\$24,179	\$19,472	\$1,967	\$30,000
5	\$77,772	\$65,658	\$143,430	5	\$14,748	\$128,682	5	\$51,695	\$0	\$24,904	\$20,057	\$2,026	\$30,000
6	\$77,772	\$67,628	\$145,400	6	\$15,308	\$130,091	6	\$51,695	\$0	\$25,652	\$20,658	\$2,087	\$30,000
7	\$77,772	\$69,657	\$147,429	7	\$15,885	\$131,543	7	\$51,695	\$0	\$26,421	\$21,278	\$2,149	\$30,000
8	\$77,772	\$71,746	\$149,518	8	\$16,480	\$133,039	8	\$51,695	\$0	\$27,214	\$21,916	\$2,214	\$30,000
9	\$77,772	\$73,899	\$151,671	9	\$17,092	\$134,579	9	\$51,695	\$0	\$28,030	\$22,574	\$2,280	\$30,000
10	\$77,772	\$76,116	\$153,888	10	\$17,722	\$136,165	10	\$51,695	\$0	\$28,871	\$23,251	\$2,349	\$30,000
11	\$77,772	\$78,399	\$156,171	11	\$18,372	\$137,800	11	\$51,695	\$0	\$29,737	\$23,949	\$2,419	\$30,000
12	\$77,772	\$80,751	\$158,523	12	\$19,040	\$139,483	12	\$51,695	\$0	\$30,629	\$24,667	\$2,492	\$30,000
13	\$77,772	\$83,174	\$160,946	13	\$19,729	\$141,216	13	\$51,695	\$0	\$31,548	\$25,407	\$2,566	\$30,000
14	\$77,772	\$85,669	\$163,441	14	\$20,439	\$143,002	14	\$51,695	\$0	\$32,495	\$26,169	\$2,643	\$30,000
15	\$77,772	\$88,239	\$166,011	15	\$21,170	\$144,841	15	\$51,695	\$0	\$33,470	\$26,954	\$2,723	\$30,000
16	\$77,772	\$90,886	\$168,658	16	\$21,922	\$146,736	16	\$51,695	\$0	\$34,474	\$27,763	\$2,804	\$30,000
17	\$77,772	\$93,613	\$171,385	17	\$22,698	\$148,687	17	\$51,695	\$0	\$35,508	\$28,596	\$2,888	\$30,000
18	\$77,772	\$96,421	\$174,193	18	\$23,496	\$150,697	18	\$51,695	\$0	\$36,573	\$29,454	\$2,975	\$30,000
19	\$77,772	\$99,314	\$177,086	19	\$24,319	\$152,767	19	\$51,695	\$0	\$37,670	\$30,337	\$3,064	\$30,000
20	\$77,772	\$102,293	\$180,065	20	\$25,166	\$154,899	20	\$51,695	\$0	\$38,800	\$31,247	\$3,156	\$30,000
TOTAL	\$1,555,440	\$1,567,517	\$3,122,957	TOTAL	\$367,298	\$2,755,659	TOTAL	\$1,033,893	\$0	\$594,569	\$478,830	\$48,367	\$600,000



Project Impact: Streetlights + 60 Cameras + Wi-Fi with \$150k
upfront payment

Status Quo		Compare		PATH Plan								
Year	Utility Investment Charge	Total Streetlight Budget	Year	PATH Plan SAVINGS	Total Streetlight Budget	Year	Lease Payment	Utility Investment Charge	Utility Energy Charge	Utility Attachment Fee	Maintenance Allowance	Annual Service Fees - Cameras & WIFI
1	\$77,772	\$136,108	1	(\$8,380)	\$144,488	1	\$42,741	\$0	\$22,127	\$17,820	\$1,800	\$60,000
2	\$77,772	\$137,858	2	(\$7,882)	\$145,741	2	\$42,741	\$0	\$22,791	\$18,355	\$1,854	\$60,000
3	\$77,772	\$139,661	3	(\$7,370)	\$147,031	3	\$42,741	\$0	\$23,475	\$18,905	\$1,910	\$60,000
4	\$77,772	\$141,518	4	(\$6,842)	\$148,359	4	\$42,741	\$0	\$24,179	\$19,472	\$1,967	\$60,000
5	\$77,772	\$143,430	5	(\$6,298)	\$149,728	5	\$42,741	\$0	\$24,904	\$20,057	\$2,026	\$60,000
6	\$77,772	\$145,400	6	(\$5,738)	\$151,138	6	\$42,741	\$0	\$25,652	\$20,658	\$2,087	\$60,000
7	\$77,772	\$147,429	7	(\$5,161)	\$152,589	7	\$42,741	\$0	\$26,421	\$21,278	\$2,149	\$60,000
8	\$77,772	\$149,518	8	(\$4,567)	\$154,085	8	\$42,741	\$0	\$27,214	\$21,916	\$2,214	\$60,000
9	\$77,772	\$151,671	9	(\$3,955)	\$155,625	9	\$42,741	\$0	\$28,030	\$22,574	\$2,280	\$60,000
10	\$77,772	\$153,888	10	(\$3,324)	\$157,212	10	\$42,741	\$0	\$28,871	\$23,251	\$2,349	\$60,000
11	\$77,772	\$156,171	11	(\$2,675)	\$158,846	11	\$42,741	\$0	\$29,737	\$23,949	\$2,419	\$60,000
12	\$77,772	\$158,523	12	(\$2,006)	\$160,529	12	\$42,741	\$0	\$30,629	\$24,667	\$2,492	\$60,000
13	\$77,772	\$160,946	13	(\$1,317)	\$162,263	13	\$42,741	\$0	\$31,548	\$25,407	\$2,566	\$60,000
14	\$77,772	\$163,441	14	(\$608)	\$164,048	14	\$42,741	\$0	\$32,495	\$26,169	\$2,643	\$60,000
15	\$77,772	\$166,011	15	\$123	\$165,888	15	\$42,741	\$0	\$33,470	\$26,954	\$2,723	\$60,000
16	\$77,772	\$168,658	16	\$876	\$167,782	16	\$42,741	\$0	\$34,474	\$27,763	\$2,804	\$60,000
17	\$77,772	\$171,385	17	\$1,651	\$169,733	17	\$42,741	\$0	\$35,508	\$28,596	\$2,888	\$60,000
18	\$77,772	\$174,193	18	\$2,450	\$171,743	18	\$42,741	\$0	\$36,573	\$29,454	\$2,975	\$60,000
19	\$77,772	\$177,086	19	\$3,273	\$173,813	19	\$42,741	\$0	\$37,670	\$30,337	\$3,064	\$60,000
20	\$77,772	\$180,065	20	\$4,120	\$175,945	20	\$42,741	\$0	\$38,800	\$31,247	\$3,156	\$60,000
TOTAL	\$1,555,440	\$1,567,517	TOTAL	(\$53,628)	\$3,176,585	TOTAL	\$854,819	\$0	\$594,569	\$478,830	\$48,367	\$1,200,000

Overview

- » PATH will work with the City and REU to develop a new Streetlight Agreement
- » This Agreement will define the terms related to the operation of the new streetlight infrastructure including but not limited to:
 - » Ownership transfer (if applicable)
 - » Maintenance responsibilities
 - » Attachment fees (if applicable)
 - » Etc.

STREET LIGHTING CONTRACT

Between

And

THIS CONTRACT, made and entered into as of the _____ day of _____, 2020 by and between _____ (hereinafter called "Customer"), existing under and by virtue of the laws of the State of Tennessee _____ hereinafter called "Distributor", a not-for-profit, member owned utility duly created, organized, and existing under and by virtue of the laws of the State of Tennessee.

WITNESSETH:

WHEREAS, the Customer currently pays for street lights under _____ (Streetlight Schedule Exhibit) of the Distributor's _____ (rate schedule document), also being identified as Distributor customer account numbers - _____ (hereinafter called "the accounts"), in the _____ and _____

WHEREAS, the Customer _____

_____;

_____ and _____

WHEREAS, the Tennessee Valley Authority (TVA) is the regulatory authority for the Distributor; and

WHEREAS, TVA requires that the Distributor's rate payers not subsidize the terms of this transaction with Customer; and



Next Steps



1. Professional Development Agreement (PDA) approved and signed
2. PATH performs Investment Grade Audit (4-6 months)
3. Final proposal presented and board votes to approve project (Post-Audit)

Russ Phillips, PE
Co-Founder and Principal
PATH Company
Russ@PathCompany.com
901-896-5130

William Franklin
VP, Finance & Development
PATH Company
William@PathCompany.com
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Franchise Agreement

between

City of Kingston, Tennessee

and

Comcast of the South

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AGREEMENT

This **AGREEMENT** is effective as of the ____ day of _____, 2020 (the “Effective Date”), and is between the City of Kingston, Tennessee (the “Franchising Authority” or the “City”), and Comcast of the South (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled city council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Tennessee Competitive Cable & Video Services Act of 2008 (T.C.A. § 7-59-301, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and

maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the

Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Tennessee Department of Transportation's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written

notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Tennessee, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for

use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Tennessee Open Records Act (T.C.A. § 10-7-501, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Tennessee Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to

continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Tennessee with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the City.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Tennessee Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 MISCELLANEOUS

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote

the public interest and to protect the health, safety, and welfare of the citizens of the City of Kingston, Tennessee.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
City of Kingston
Attn: Office of the Mayor
900 Waterford Place
Kingston, Tennessee 37763

COMPANY:
Comcast of the South
Attn: Vice President, External Affairs
6200 The Corners Parkway, Suite 200
Peachtree Corners, Georgia 30092

With a copy to: Comcast Cable Communications, LLC
Attn: Vice President, Government Affairs
2605 Circle 75 Parkway
Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC
Attn: Legal Department
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by

any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company is a general partnership validly existing and in good standing under the laws of the State of Colorado and is duly authorized to do business in the State of Tennessee and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in the City of Kingston, Tennessee, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Tennessee, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Tennessee (“Federal Court”) or in a court of the State of Tennessee of appropriate jurisdiction (“Tennessee State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Tennessee State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company’s capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

9.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of Kingston, Tennessee

By: _____

Name:

Title: Mayor

(Seal)

Attest: _____

Date: _____

Comcast of the South

By: _____

Name: Jason M. Gumbs

Title: Regional Senior Vice President

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“Agreement” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“Basic Service” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“Cable Act” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“Cable Service” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“Cable Service Provider” or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“Channel” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“Company” means Comcast of the South, a general partnership validly existing under the laws of the State of Colorado, or lawful successor, transferee, designee, or assignee thereof.

“FCC” means the Federal Communications Commission, its designee, or any successor thereto.

“Franchise Area” means the incorporated areas of the City of Kingston, Tennessee, including any areas annexed by the Franchising Authority during the term of the Franchise.

“Franchising Authority” means the City of Kingston, Tennessee, or lawful successor, transferee, designee, or assignee thereof.

“Gross Revenues” means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to Generally Accepted Accounting Principles (“GAAP”). “Gross Revenues” shall not include any:

(i) tax, surcharge, or governmental fee, including franchise fees;

(ii) revenue not actually received, even if billed, such as bad debt;

(iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider;

(iv) amounts attributable to refunds, rebates, or discounts;

(v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including but not limited to revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including but not limited to yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records;

(vi) revenue attributable to financial charges, such as returned check fees, late fees or interest;

(vii) revenue from the sale or rental of property, except such property the consumer is required to buy or rent exclusively from the service provider;

(viii) revenues from providing or maintaining an inside wiring plan;

(ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and

(x) amounts attributable to a reimbursement of costs, including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider's revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider's Subscribers located in the Franchise Area to the total number of the provider's Subscribers. The ratio shall be based on the number of the provider's Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider's discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“Signal” means any transmission of radio frequency energy or of optical information.

“Streets” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“Subscriber” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“Video Programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“Video Service” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video

Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

From the U.S. Government Printing Office via GPO Access

47 C.F.R. § 76.309

Page 561–63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]



CITY OF KINGSTON

CITY COUNCIL

AGENDA INFORMATION SHEET

AGENDA DATE: 08/04/20
DEPARTMENT: Public Works / Police Department
SUBMITTOR: City Manager

AGENDA CAPTION: Discussion of request for three way stops on Paint Rock Ferry Road

SUMMARY: We have a lot of problems with speeders on Paint Rock Ferry Road. The Police Department has been proactive in trying to enforce the speed limit out there, but understandably they can't be out there all the time. As you know, this in an area of very high traffic. Earlier this year, over a three day period, we recorded over 8,000 cars going SE down the stretch from the Middle School toward the golf course and 48% of those were speeding. We've received a request from a citizen to make three way stops at Woodlawn and either Bailey Road or Ridge Trail, and I think this could be a really effective way to break up that long stretch of road and slow the flow of traffic. With so many people living in that area, including children who walk to and from school, I think anything we can do to make things safer is well worth the effort. As such, I highly recommend this.

OPTIONS: Approve or deny the creation of three way stops at Woodlawn and either Bailey Road or Ridge Trail.

CITY MANAGER'S RECOMMENDATION: Approval

IMPLEMENTATION PROCESS: This would be implemented as soon as possible, if approved.

FISCAL NOTE / FUNDING SOURCE: None

ATTACHMENT(S): Copy of the traffic analysis report from January

SMARTstat™ Analysis Report

Paint Rock Ferry @ Woodlawn Drive

Sat Jan 25, 2020 15:04
to Tue Jan 28, 2020 10:54

File: Converted DMV - Paint Rock Ferry.csv

Date Created: Wednesday, January 29, 2020

Kustom Signals, Inc. · 1010 West Chestnut Street · Chanute, KS 66720 · United States

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Summary

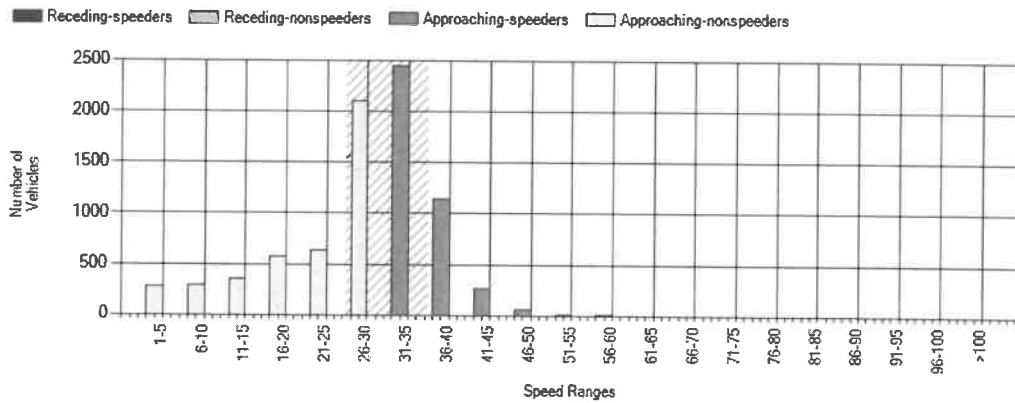
Study Summary for file Converted DMV - Paint Rock Ferry.csv

Traffic Analysis Report

Result Description		
File:	Converted DMV - Paint Rock Ferry.csv	
Study Title:	Paint Rock Ferry @ Woodlawn Drive	
Study Run Dates:	2020/01/25 15:04:00 to 2020/01/28 10:54:33	
Total Study Time:	2 Days 19 Hours 50 Minutes	
Study Download Time:	2020/01/29 07:50:00	
Study Location:	Paint Rock Ferry @ Woodlawn Drive Direction: Southeast 35-860181/ -84.499609	
Study GPS Location:	Unknown	
Study Timing Interval:	1 minute blocks	
Study Total # of Vehicles:	8154	
Study Posted Speed Limit:	30 mph	
Study Total # of Speeders:	3927	
Approaching Traffic	# of Vehicles:	8154
	# of Speeders:	3927
	Maximum Speed:	60 mph
	Average Speed:	28 mph
	Median Speed:	28 mph
	85th Percentile Speed:	34 mph
	10 MPH Pace:	26 to 35 mph
Receding Traffic	# of Vehicles:	0
	# of Speeders:	0
	Maximum Speed:	0 mph
	Average Speed:	0 mph
	Median Speed:	0 mph
	85th Percentile Speed:	0 mph
	10 MPH Pace:	-- mph

Volume - Total Vehicles

The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.

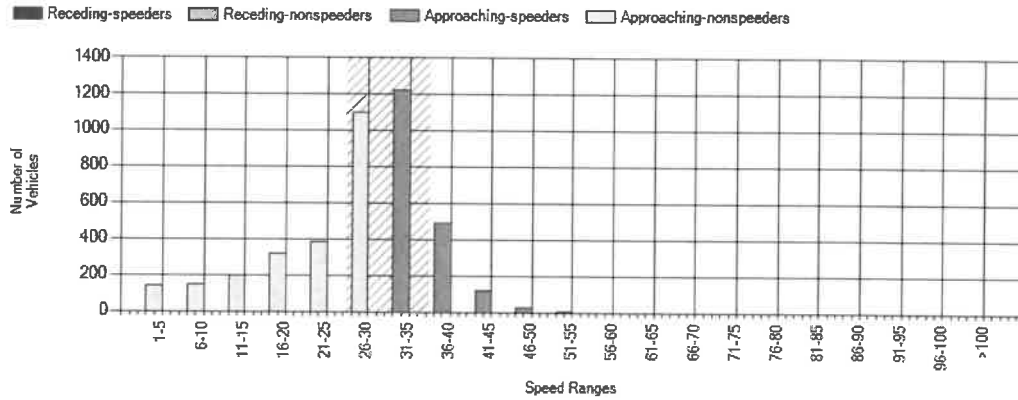


Speed [mph]	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86-90	91-95	96-100	>100
Approaching Total Volume	272	293	355	570	638	2099	2447	1142	258	65	10										
% of Total Approaching	3.34%	3.59%	4.35%	6.99%	7.82%	25.74%	30.01%	14.01%	3.16%	0.80%	0.12%										
Receding Total Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% of Total Receding	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Total Volume	272	293	355	570	638	2099	2447	1142	258	65	10										
% of Total Volume	3.34%	3.59%	4.35%	6.99%	7.82%	25.74%	30.01%	14.01%	3.16%	0.80%	0.12%										

Speed (continued) [mph]	56-60	61-65	66-70	71-75	76-80	81-85	86-90	91-95	96-100	100+	Totals
Approaching Total Volume	5	0	0	0	0	0	0	0	0	0	8154
% of Total Approaching	0.06%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
Receding Total Volume	0	0	0	0	0	0	0	0	0	0	0
% of Total Receding	--	--	--	--	--	--	--	--	--	--	--
Total Volume	5	0	0	0	0	0	0	0	0	0	8154
% of Total Volume	0.06%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--

Volume - Weekday Total Vehicles

The following graph shows the breakdown of all vehicles tracked in this study for weekdays. The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.

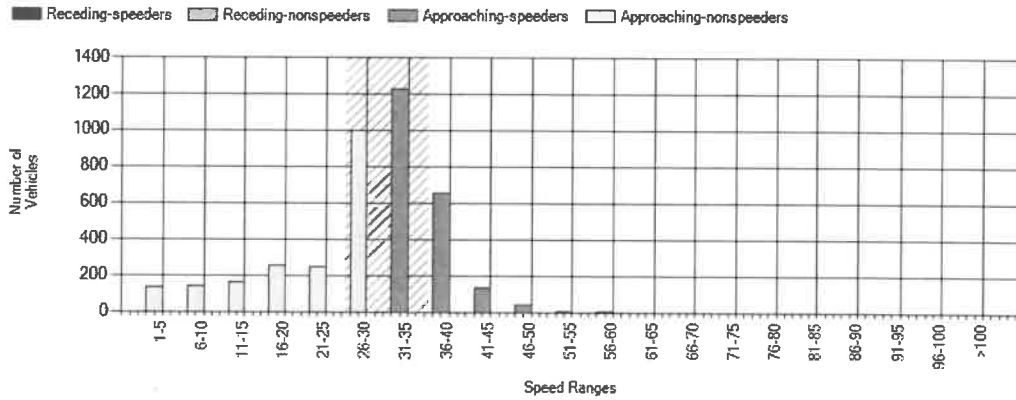


Speed [mph]	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55
Approaching Weekday Volume	138	150	195	317	387	1102	1218	490	122	26	6
% of Weekday Approaching	3.32%	3.61%	4.70%	7.63%	9.32%	26.54%	29.34%	11.80%	2.94%	0.63%	0.14%
% of Total Weekday	3.32%	3.61%	4.70%	7.63%	9.32%	26.54%	29.34%	11.80%	2.94%	0.63%	0.14%
% of Total Approaching	1.69%	1.84%	2.39%	3.89%	4.75%	13.51%	14.94%	6.01%	1.50%	0.32%	0.07%
Receding Weekday Volume	0	0	0	0	0	0	0	0	0	0	0
% of Weekday Receding	--	--	--	--	--	--	--	--	--	--	--
% of Total Weekday	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
% of Total Receding	--	--	--	--	--	--	--	--	--	--	--
Weekday Volume	138	150	195	317	387	1102	1218	490	122	26	6
% of Weekday Volume	3.32%	3.61%	4.70%	7.63%	9.32%	26.54%	29.34%	11.80%	2.94%	0.63%	0.14%
% of Total Volume	1.69%	1.84%	2.39%	3.89%	4.75%	13.51%	14.94%	6.01%	1.50%	0.32%	0.07%

Speed (continued) [mph]	56-60	61-65	66-70	71-75	76-80	81-85	86-90	91-95	96-100	100+	Totals
Approaching Weekday Volume	1	0	0	0	0	0	0	0	0	0	4152
% of Weekday Approaching	0.02%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Weekday	0.02%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Approaching	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
Receding Weekday Volume	0	0	0	0	0	0	0	0	0	0	0
% of Weekday Receding	--	--	--	--	--	--	--	--	--	--	--
% of Total Weekday	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Receding	--	--	--	--	--	--	--	--	--	--	--
Weekday Volume	1	0	0	0	0	0	0	0	0	0	4152
% of Weekday Volume	0.02%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Volume	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--

Volume - Weekend Total Vehicles

The following graph shows the breakdown of all vehicles tracked in this study for weekends. The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.

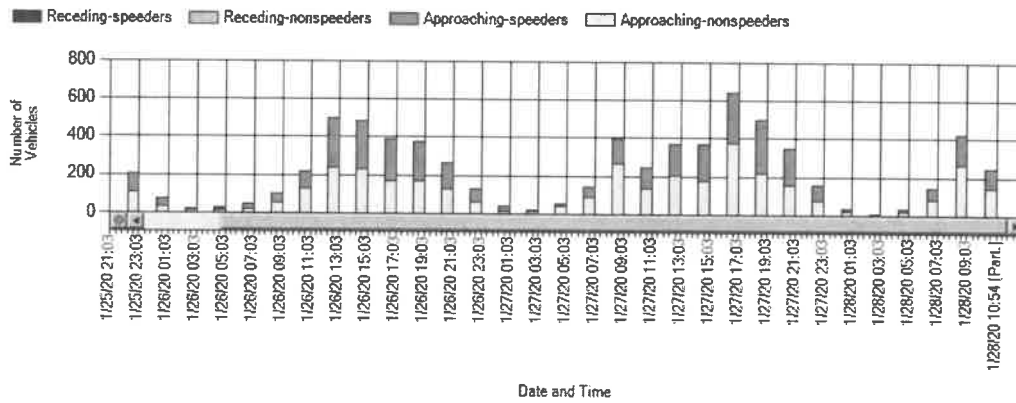


Speed (mph)	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55
Approaching Weekend Volume	134	143	160	253	251	997	1229	652	136	39	4
% of Weekend Approaching	3.35%	3.57%	4.00%	6.32%	6.27%	24.91%	30.71%	16.29%	3.40%	0.97%	0.10%
% of Total Weekend	3.35%	3.57%	4.00%	6.32%	6.27%	24.91%	30.71%	16.29%	3.40%	0.97%	0.10%
% of Total Approaching	1.64%	1.75%	1.96%	3.10%	3.08%	12.23%	15.07%	8.00%	1.67%	0.48%	0.05%
Receding Weekend Volume	0	0	0	0	0	0	0	0	0	0	0
% of Weekend Receding	--	--	--	--	--	--	--	--	--	--	--
% of Total Weekend	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
% of Total Receding	--	--	--	--	--	--	--	--	--	--	--
Weekend Volume	134	143	160	253	251	997	1229	652	136	39	4
% of Weekend Volume	3.35%	3.57%	4.00%	6.32%	6.27%	24.91%	30.71%	16.29%	3.40%	0.97%	0.10%
% of Total Volume	1.64%	1.75%	1.96%	3.10%	3.08%	12.23%	15.07%	8.00%	1.67%	0.48%	0.05%

Speed (continued) [mph]	56-60	61-65	66-70	71-75	76-80	81-85	86-90	91-95	96-100	100+	Totals
Approaching Weekend Volume	4	0	0	0	0	0	0	0	0	0	4002
% of Weekend Approaching	0.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Weekend	0.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Approaching	0.05%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
Receding Weekend Volume	0	0	0	0	0	0	0	0	0	0	0
% of Weekend Receding	--	--	--	--	--	--	--	--	--	--	--
% of Total Weekend	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Receding	--	--	--	--	--	--	--	--	--	--	--
Weekend Volume	4	0	0	0	0	0	0	0	0	0	4002
% of Weekend Volume	0.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Volume	0.05%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--

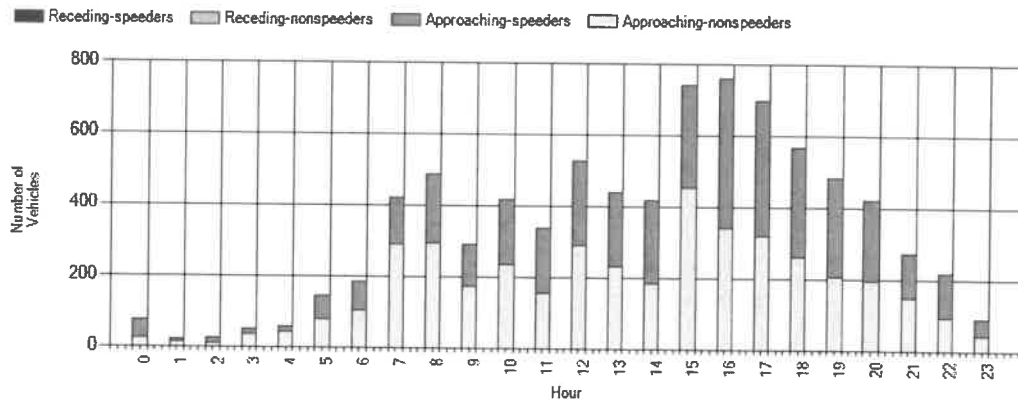
Volume - By Time

The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



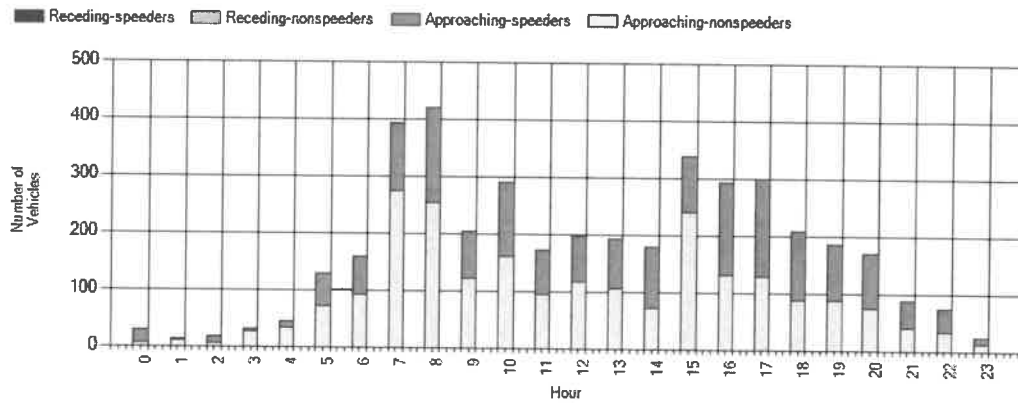
Volume - By Hour

The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



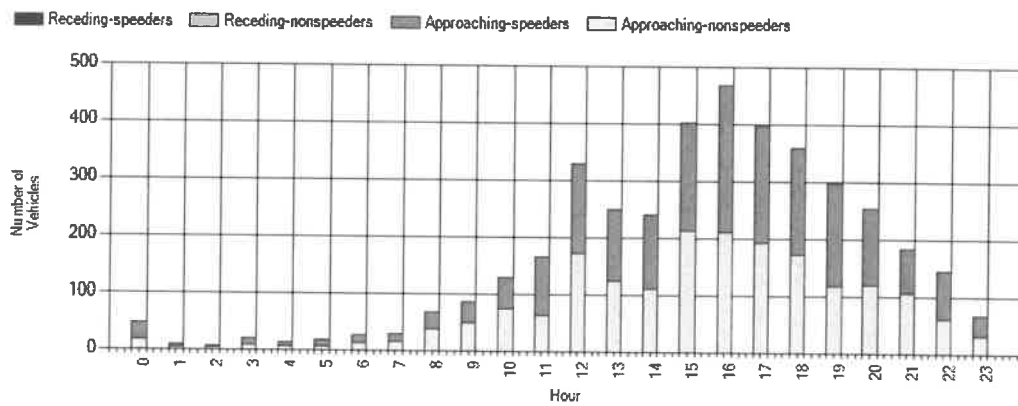
Volume - By Weekday Hour

The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



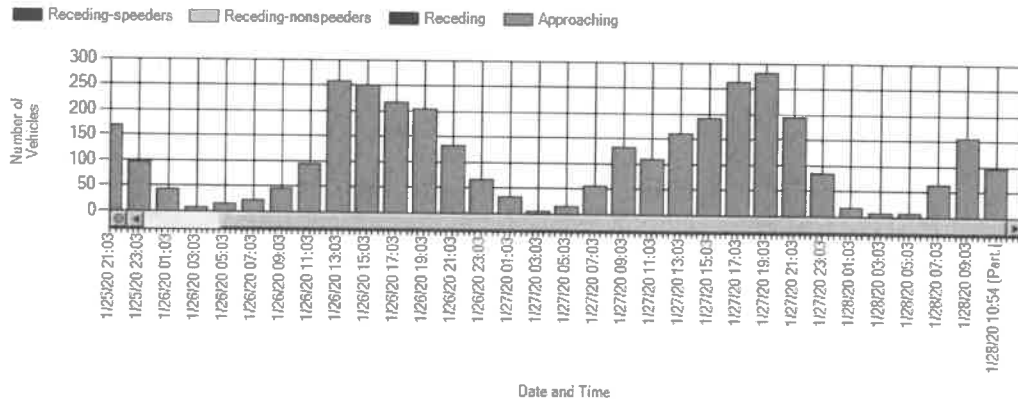
Volume - By Weekend Hour

The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



Volume - Total Speeders

The following graph shows the breakdown of all speeding vehicles tracked in this study based on the posted speed limit entered (30 mph). The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.



Approaching Breakdown

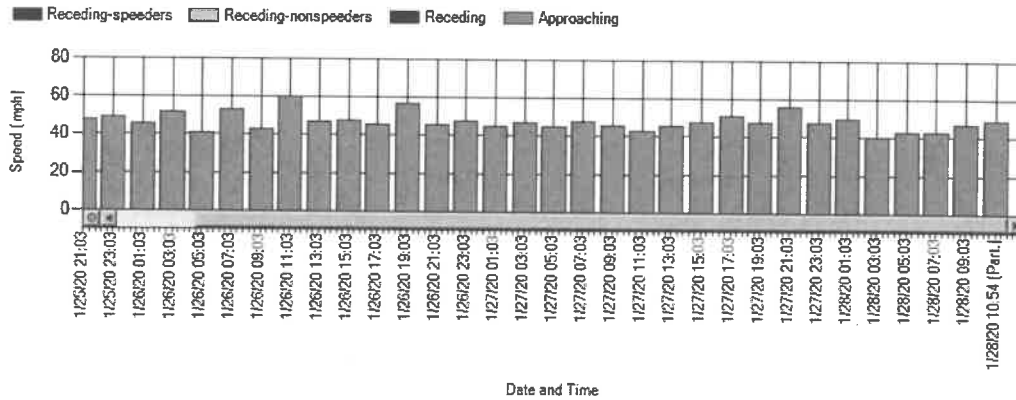
Speeding Statistics		10 MPH Pace		# Exceeding Limit				
Posted Limit	30 mph	Pace Speed	26 to 35 mph	Speed	31 to 40 mph	41 to 50 mph	51+ mph	Total
# At/Under Limit	4227	# In Pace	18	Volume	3589	323	15	3927
# Over Limit	3927	% In Pace	0.22%	Percent	44.02%	3.96%	0.18%	48.16%
Average Speed	28 mph							
85th % Speed	34 mph							

Receding Breakdown

Speeding Statistics		10 MPH Pace		# Exceeding Limit				
Posted Limit	30 mph	Pace Speed	-- mph	Speed	31 to 40 mph	41 to 50 mph	51+ mph	Total
# At/Under Limit	0	# In Pace	0	Volume	0	0	0	0
# Over Limit	0	% In Pace	--	Percent	--	--	--	--
Average Speed	0 mph							
85th % Speed	0 mph							

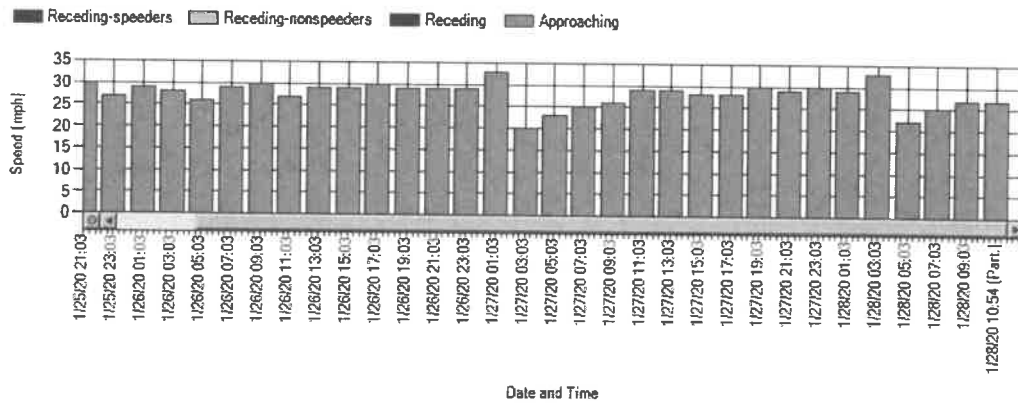
Speed - Maximum Speed

The following graph shows the maximum speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting maximum vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



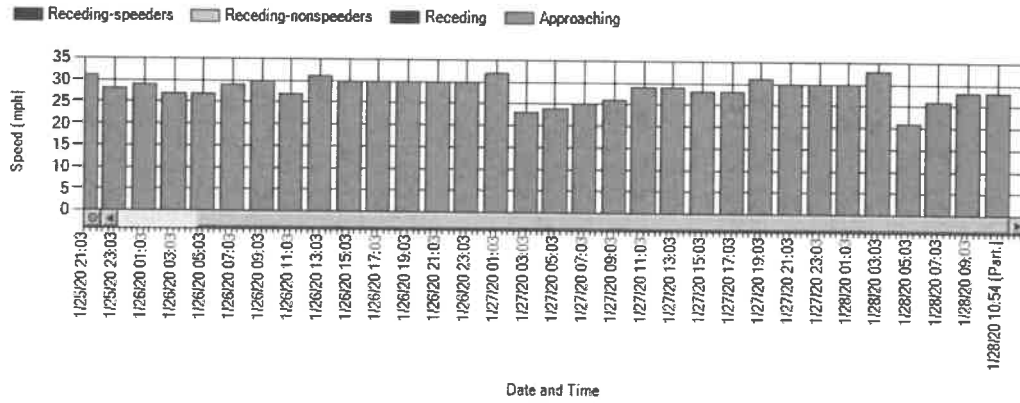
Speed - Average Speed

The following graph shows the average speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting average vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



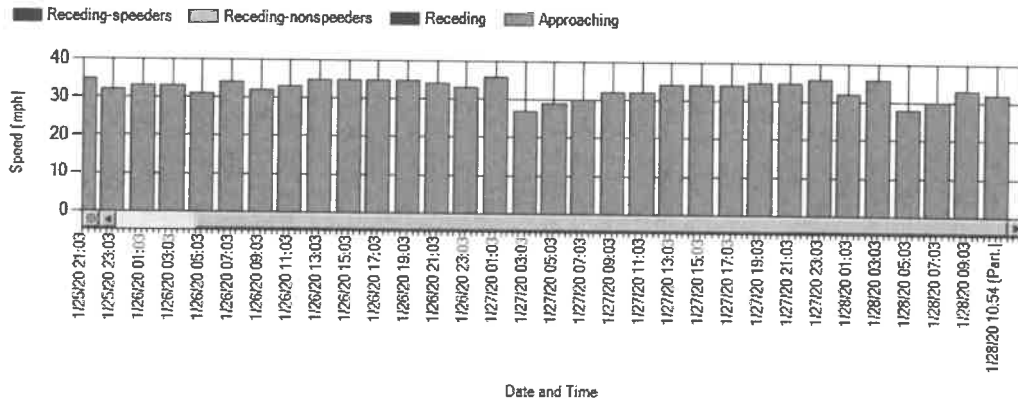
Speed - Median Speed

The following graph shows the median speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting median vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



Speed - 85th Percentile Speed

The following graph shows the 85th percentile speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting 85th percentile vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



Contact Us

For questions or comments about this product, please contact us at the following:

Kustom Signals, Inc., 9652 Loiret Blvd., Lenexa, KS 66219-2406
Customer Service 1-800-835-0156 or 1-620-431-2700
Sales Department 1-800-4-KUSTOM or 1-913-492-1400



CITY OF KINGSTON

CITY COUNCIL

AGENDA INFORMATION SHEET

AGENDA DATE: 08/04/20
DEPARTMENT: Public Works
SUBMITTOR: City Manager

AGENDA CAPTION: Discussion of request for the adoption of Franklin Village Way and Franklin Village Trace

SUMMARY: We have received a request that the City adopt Franklin Village Way and Franklin Village Trace in Center Farm. Currently these streets do not meet City standards. There was a variance granted by the Planning Commission in 2009 when approving the subdivision plat, based on the fact that the right of way was 10 feet short of the 50 foot requirement and the six feet under the required 26 feet width, but they were never adopted by Council.

OPTIONS: Adoption or deny the request.

CITY MANAGER'S RECOMMENDATION: Denial of the request until improvements are made to bring them up to City standards.

IMPLEMENTATION PROCESS: The streets would be adopted upon passage of the necessary resolution.

FISCAL NOTE / FUNDING SOURCE: N/A

ATTACHMENT(S): Copy of the request, copy of the engineering report for the two street, copy of the Planning Commission minutes from 2009 and a copy of the subdivision regulations showing the standards for City streets.

RE: Emailing: DOC090319-09032019152558.pdf

Matt Caldwell <mcaldwell@winlearning.com>

Fri 7/31/2020 12:12 PM

To: Kelly Jackson <Kelly.Jackson@kingstontn.gov>

****EXTERNAL ****

David L. Boling
City Manager
900 Waterford Place
Kingston, TN 37763

RE: All Streets at Villages of Center Farm and Brentwood Landing

Dear Mr. Bolling

Over the last few months at planning commission meetings I have attended there has been Discussion that a FINAL PLAT recording is not an adoption for maintenance of a street but only Dedication. As a developer in City of Kingston, Roane County and several other counties this Needs clarification.

I confirm as developer of The Villages of Center Farm and Brentwood Landing all streets in development and of record With certifications are not private but with dedication and expected to have city maintenance. One street, Franklin Village Trace, as evidenced By engineering report will need recommendation of Street Department it was not dedicated until 2009 and even though it met Or exceeded previous paving specification the city has changed thickness requirements. We are pleased to add some additional Finish mix at our cost if requested to that particular street.

Our purchasers at The Villages and Brentwood Landing would like confirmation of status by city.

Regards,

Matt C. Caldwell Jr. managing Partner

From: Kelly Jackson [mailto:Kelly.Jackson@kingstontn.gov]

Sent: Thursday, July 30, 2020 4:00 PM

To: Matt Caldwell

Subject: Re: Emailing: DOC090319-09032019152558.pdf



October 2, 2009

Mr. Matt Caldwell
PO Box 1000
Kingston, Tennessee 37763

Re: Franklin Village Trace and Way
Villages at Center Farm Subdivision
Kingston, Tennessee

Dear Mr. Caldwell:

As requested, Quantum Environmental & Engineering Services, LLC (QE²) was present to observe and document the collection of three random road core samples at the referenced subject area on October 1, 2009. Rogers Group provided and utilized the coring equipment to collect the 4' diameter core samples. The asphalt core samples are currently stored at QE²'s office and are available for inspection. The approximate location of the core samples have been added to the attached site map which has been prepared by others. The following table provides a summary of the thickness results.

Material	Current Road Specifications	Core Sample # 1	Core Sample # 2	Core Sample # 3
Wearing Surface Thickness	1.5"	1.5"	1.75"	1.5"
Binder Thickness	2.5"	2"	3"	1.5"
Stone Base Thickness	6"	7"	5"	9"

The results which are highlighted in yellow are less than the current minimum material thickness as specified by the City of Kingston.

Based on the results shown above, QE² recommends that an additional 1.5" thick asphalt wearing surface be placed on the road. The additional asphalt will better assure that the entire subject area will meet current road specifications. Also attached are photos documenting the road core sampling event.

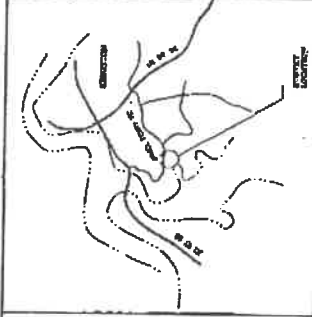
Please feel free to contact me if you have any comments or questions.

Sincerely,



George J. Hyfantis, Jr., Ph.D., P.E.
President

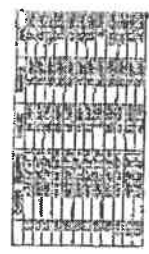
c: Tim Clark
QE² Project 500713



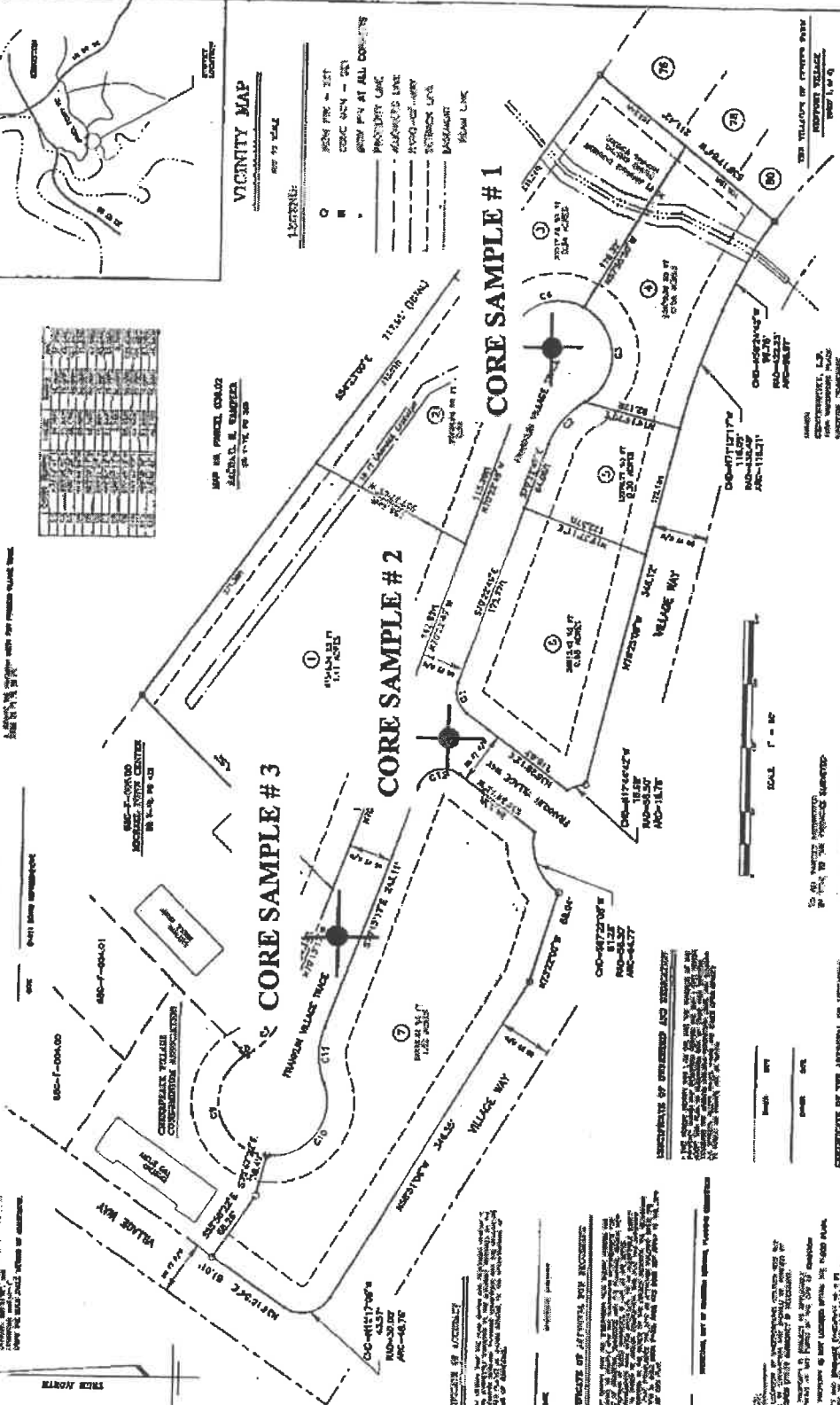
VICINITY MAP
NOT TO SCALE

- LEGEND:
- HIGHWAY
 - PROPERTY LINE
 - ADJACENT LINE
 - - - - - PROPERTY LINE
 - BACKLASH
 - RIBBON LINE

VERMONT COUNTY SURVEY, ET. AL.
MAP OF PARCEL 00402
SACRAMENTO, CA. 1988
AS SHOWN ON P. 20



MAP OF PARCEL 00402
SACRAMENTO, CA. 1988
AS SHOWN ON P. 20



RE Bailey Co.

TRACT 00, THE VILLAGES AT CENTER FARM
TOWNSHIP 55-N, RANGE 1-W, COUNTY OF SACRAMENTO, CALIFORNIA

DATE: 11-20-88

SCALE: 1" = 80'

DATE: 11-20-88

STATEMENT OF WORK

DATE: 11-20-88

STATEMENT OF WORK

DATE: 11-20-88

STATEMENT OF WORK

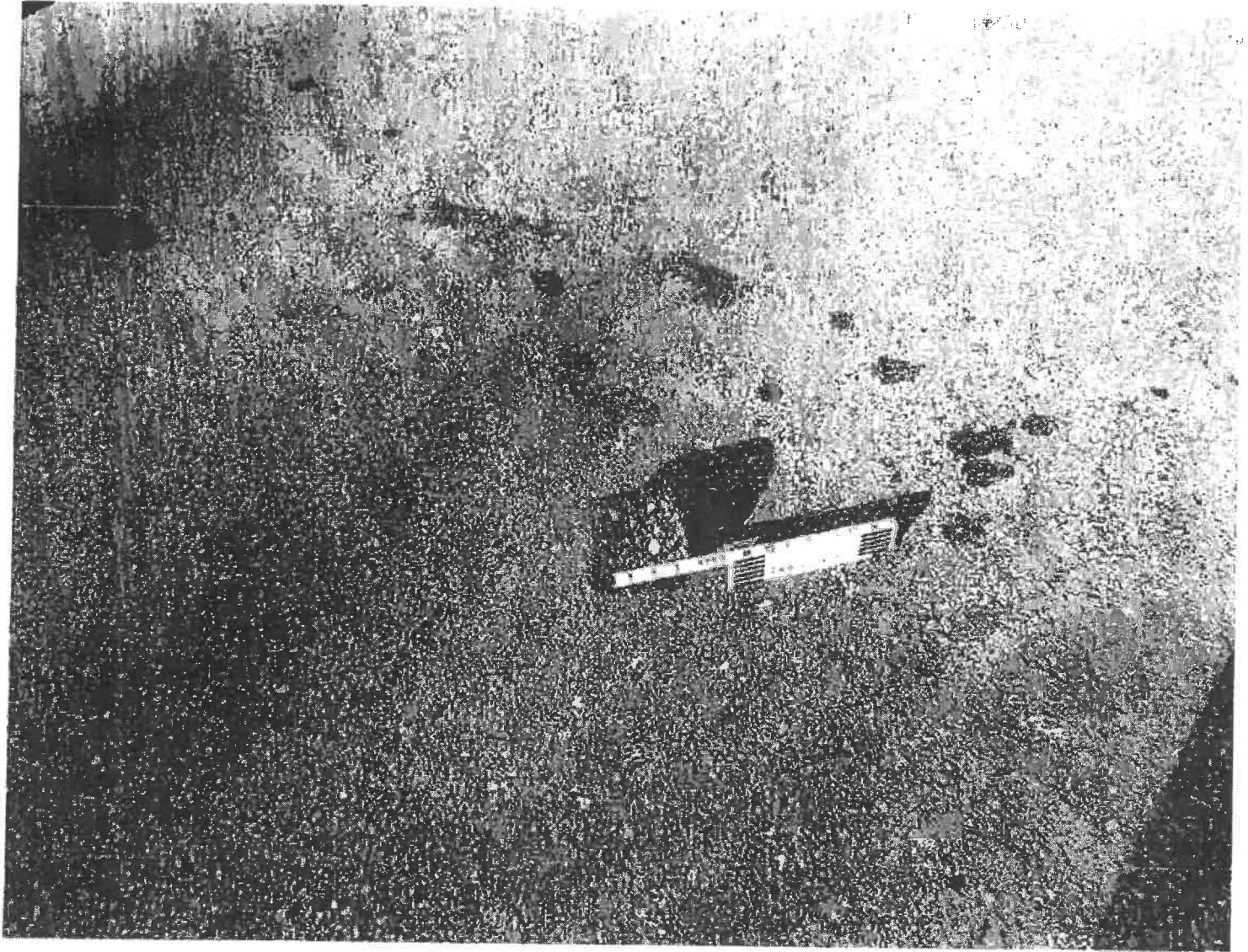
DATE: 11-20-88



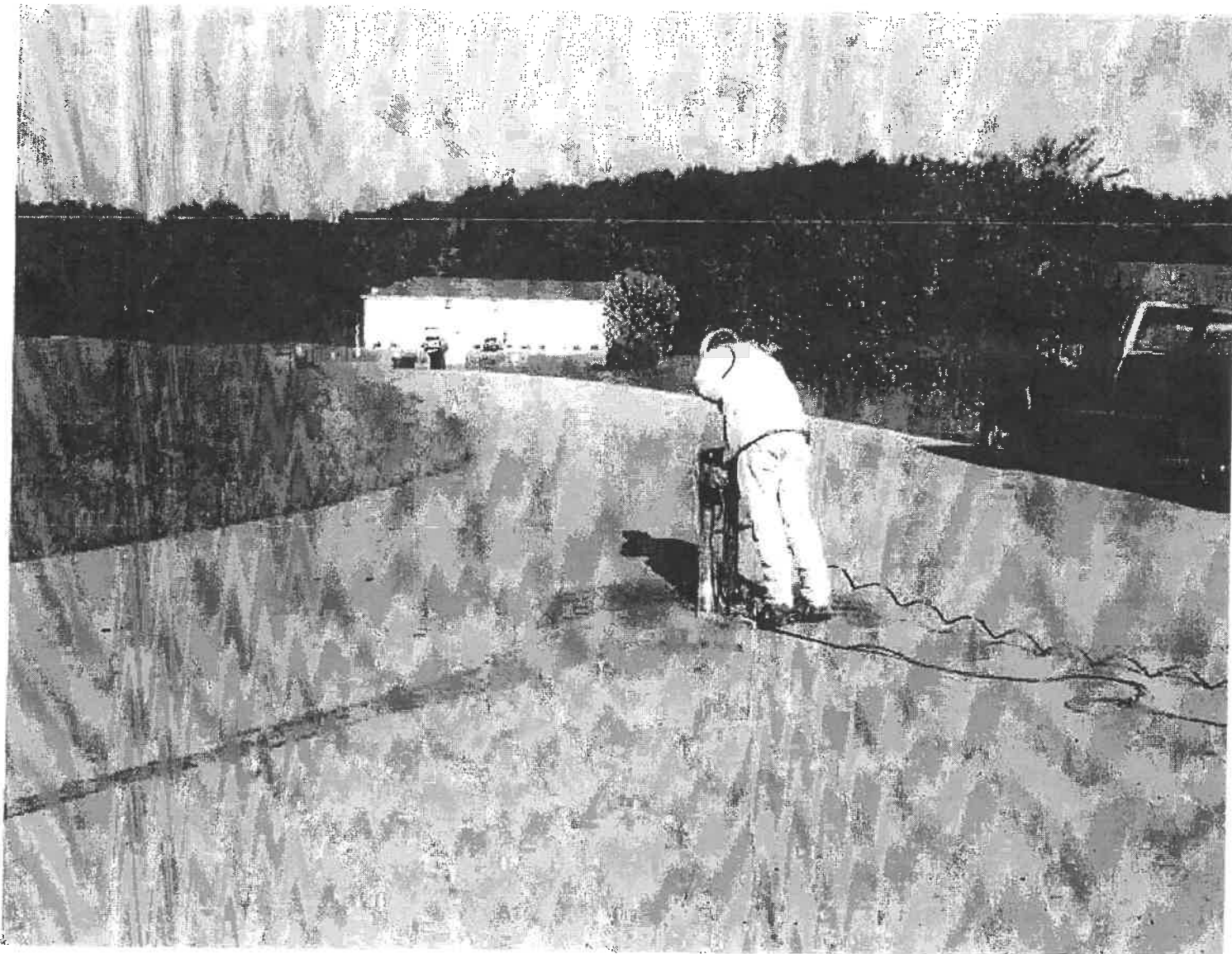
APPROXIMATE CORE SAMPLE LOCATION



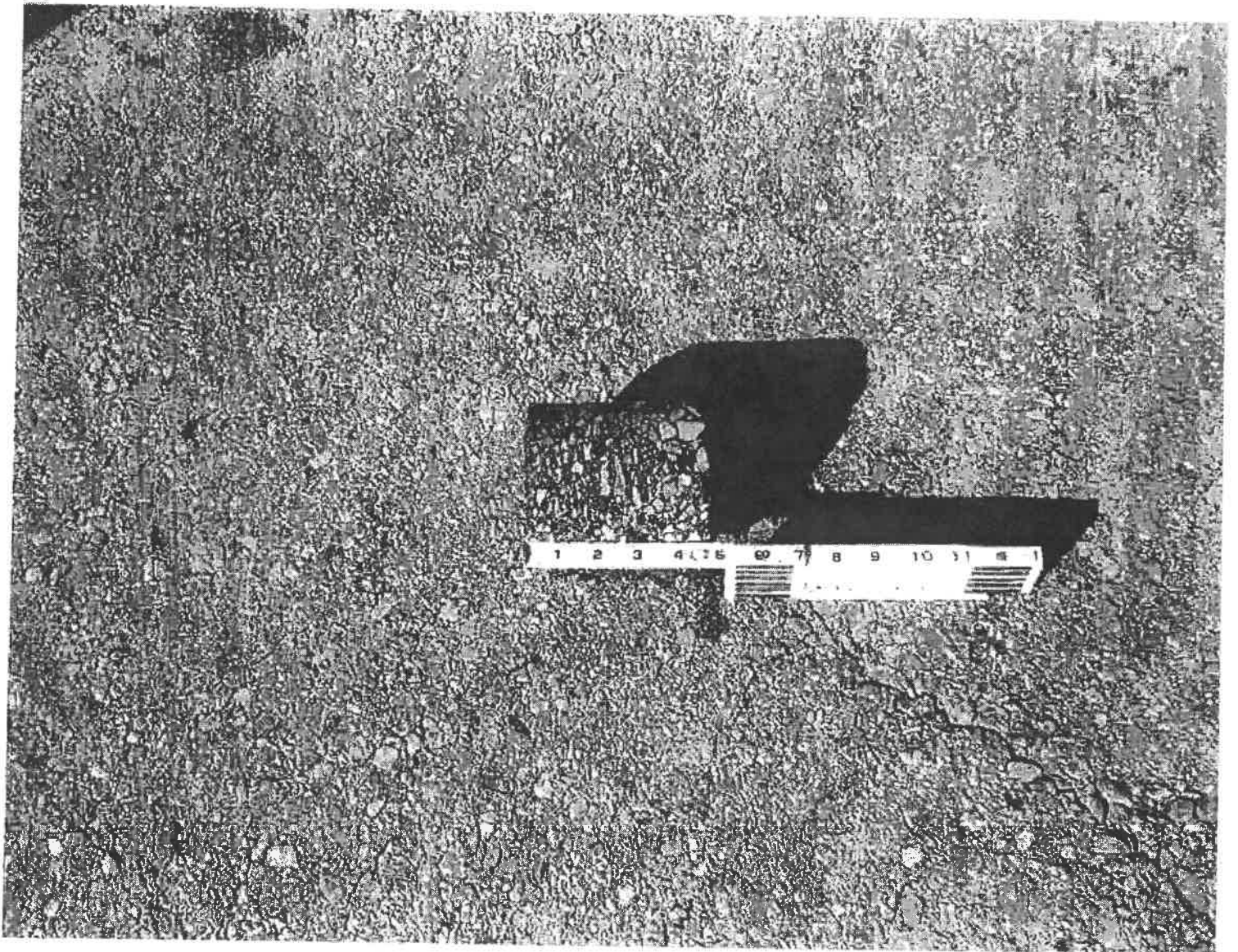
CORE SAMPLE # 1 LOCATION



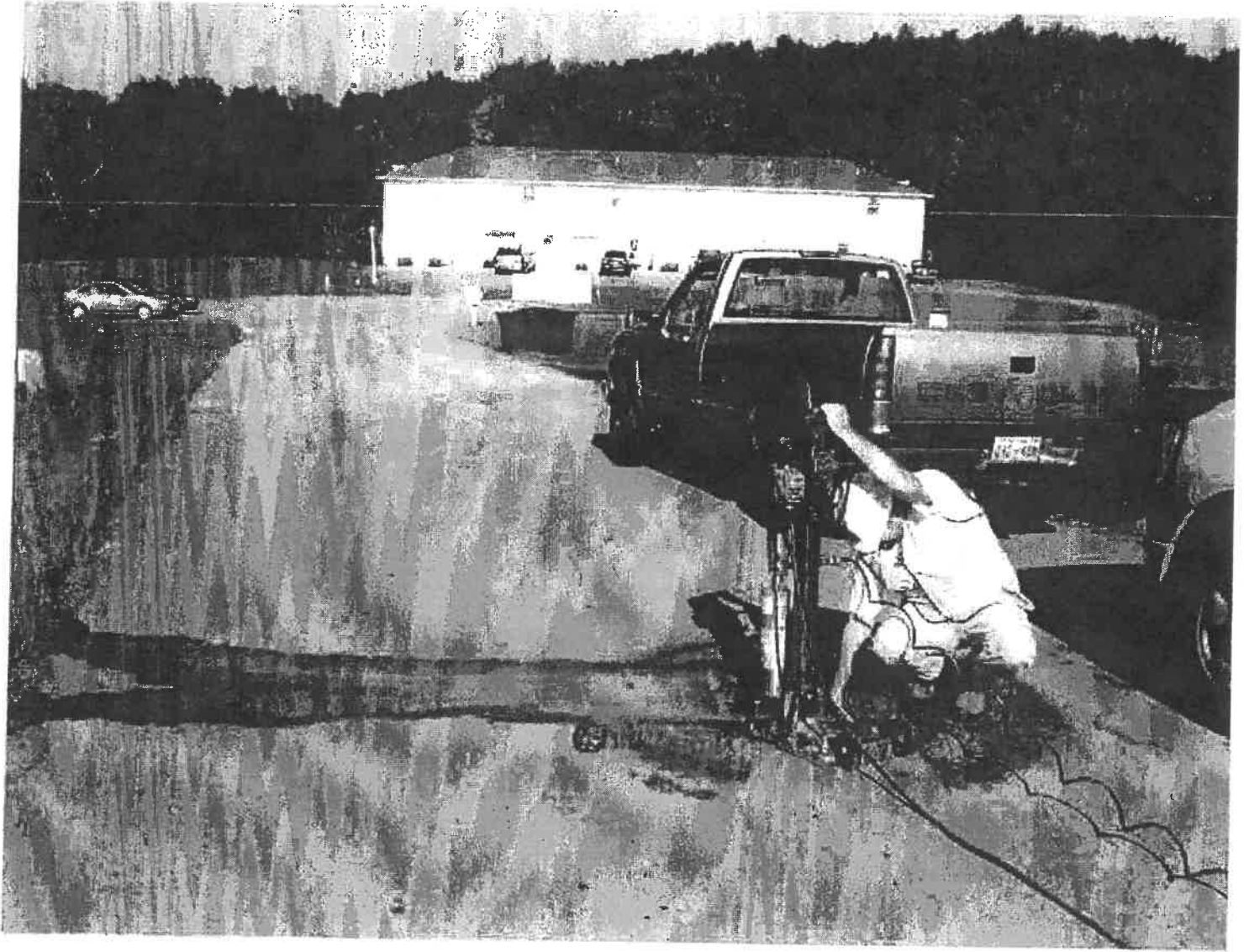
CORE SAMPLE # 1



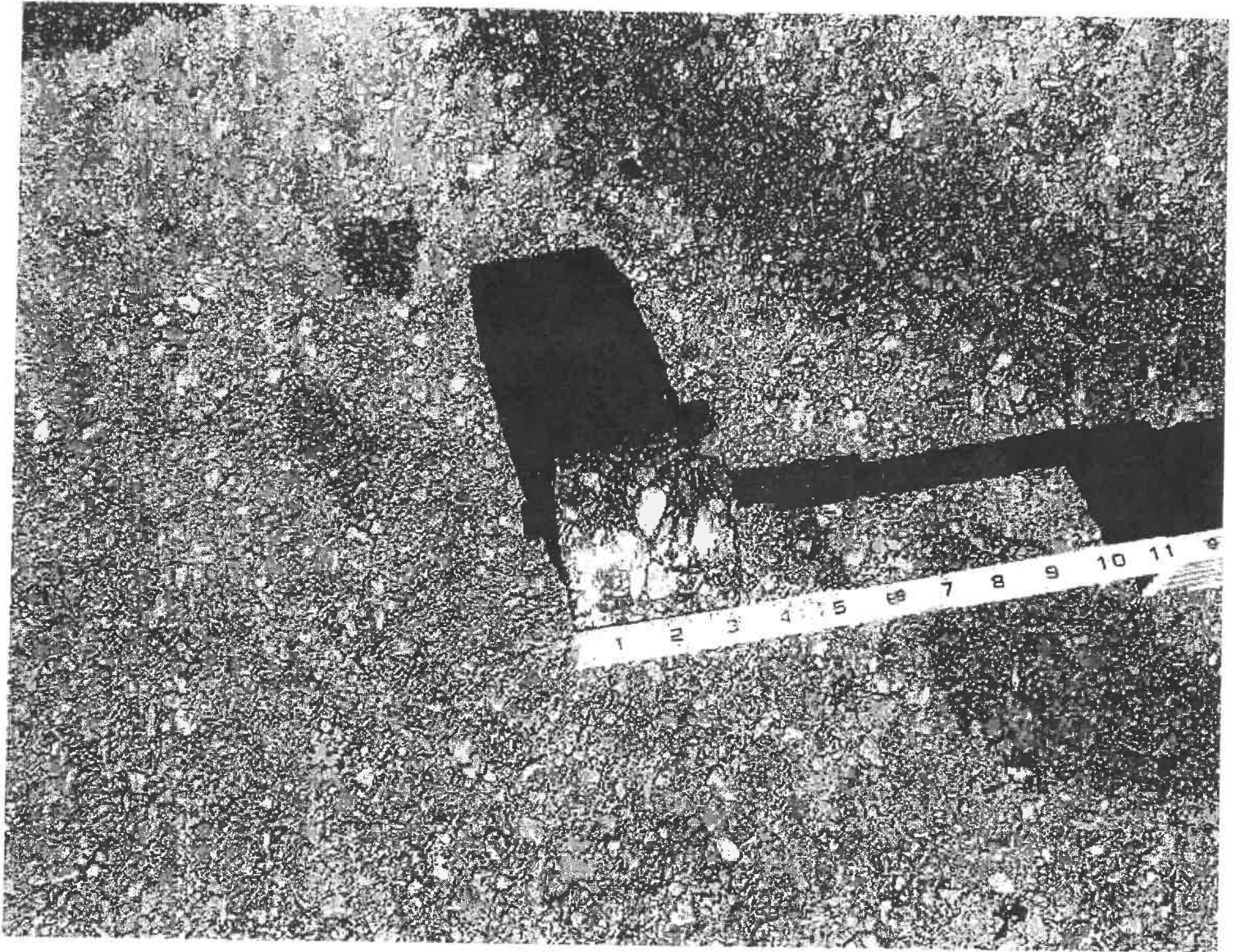
CORE SAMPLE # 2 LOCATION



CORE SAMPLE # 2



CORE SAMPLE # 3 LOCATION



CORE SAMPLE # 3

MEETING REPORT
KINGSTON MUNICIPAL/REGIONAL PLANNING COMMISSION
KINGSTON COMMUNITY CENTER
THURSDAY, SEPTEMBER 17, 2009
5:00 P.M.

Members Present

Gary Lay
 Jim Pickel
 Gary Botkin
 Kevin King, Chairman
 Jim Johnson
 Troy Beets, Mayor
 Tim Neal, Council
 Pete Malmquist, Sec.
 Glenn Collins, Vice Chair
 LPO Staff Representative: Karen Tominey

Members Absent

Chuck Hutzler

Others Present

Jim Pinkerton
 Tim Clark
 Willie Gordon
 Junior Ensley
 Richard Bailey
 Baker Hamilton

CALL TO ORDER AND APPROVAL OF MINUTES

Chairman King called the meeting to order at 5:00 p.m. The minutes of the August 20, 2009 meeting were approved on a motion by Mayor Beets and seconded by Gary Lay, with Glenn Collins and Pete Malmquist abstaining.

REPORTS**CHAIRMAN**

Nothing was reported.

MAYOR/CITY COUNCIL

Mayor Beets thanked the planning commission for meeting one hour early so that he and Councilman Neal could attend a banquet. The Mayor reported that at the Monday night Roane County Commission meeting, the commission significantly altered the ATV ordinance that was prepared by the Roane County Planning Commission and reviewed by the Kingston Planning Commission at last month's meeting. He explained that the document would have to go back to the county planning commission and to all of the municipalities in the county for review and recommendation again.

BUILDING OFFICIAL/CITY ENGINEER

Nothing was reported.

ROAD COMMITTEE/BONDING COMMITTEE

There would be a bonding committee meeting on Monday, September 21 to review the Waterford Place at Ladd Landing road extension.

BOARD OF ZONING APPEALS

The BZA met and approved the subdivision plat with zoning variances for Kiddie Komer.

width was adequate for a street that had a cul-de-sac at either end and would be used to access less than 20 homes when fully built out, explaining that 26' of pavement would add to runoff and would be overkill given its location and purpose. Staff noted that there needed to be a plat notation regarding the FEMA flood plain.

Jim Pinkerton, acting in his capacity as City Engineer, said that there would need to be a bond for the restoration of the sediment ponds after they were no longer needed. He also would need more information from the engineer, which he said would be worked out at the bonding committee meeting.

Action Taken: On a motion by Gary Botkin and seconded by Jim Johnson, the plat was approved contingent upon Mr. Pinkerton approving the drainage and the bonding committee accepting the roadway bond, as well as adding the flood plain notation to the plat.

OLD BUSINESS

None.

ADJOURNMENT

With no further business to discuss, the meeting was adjourned at 5:45.

HISTORIC ZONING COMMISSION

Nothing was reported.

COMMENTS FROM THE PUBLIC

There were no comments from the public.

NEW BUSINESS**A. Subdivision Plat: Waterford Place at Ladd Landing, Tax Map 47, Parcels 33 & 33.11; R.A. Bailey, Surveyor**

Baker Hamilton represented the plat. He explained that the proposal had been modified since the plats were distributed, with proposed lot RC-1A changing in size from .65 acres to .98 acres to meet the southeastern side of lot RC-1. Also, he said that the road was only being platted to station 21+09.98 rather than extending all the way to Ladd Landing Boulevard. Staff pointed out that since the road was ending abruptly and not following the preliminary plat, which showed Waterford Place Road extending all the way to Ladd Landing Boulevard, there should be a cul-de-sac shown at the end of the road. This would constitute a variance to the subdivision regulations. Staff also said that the flood notation needed to be added to the plat. Otherwise, staff pointed out, the plat met all of the subdivision requirements.

Mr. Hamilton explained that Matt Caldwell, the owner, was proposing to extend the road all the way, and would be doing so within the next few months and would also present figures to complete the road to the Bonding Committee meeting to be held next week.

Action Taken: On a motion by Jim Johnson and seconded by Gary Botkin, the planning commission voted to approve the plat contingent upon the Bonding Committee approving the bond for the road, adding the flood notation to the plat, and waiving the cul-de-sac requirement.

B. Subdivision Plat: Villages of Center Farm, Tract CC; Tax Map 68G-F-001-00; R.A. Bailey, Surveyor; Matt Caldwell, Owner; Junior Ensley, Applicant

Staff reported that this plat had two variances to the subdivision regulations associated with its roadway, Franklin Village Trace: there is a ten-foot variance to the required right-of-way width (50' required, 40' proposed) and a six-foot variance to the required pavement width for cul-de-sac streets (26' required, 20' proposed.)

Baker Hamilton explained that the developer had finally decided on a straight subdivision rather than a planned unit development for this subdivision, which was a seven-lot subdivision. Mr. Hamilton acknowledged that a bond had not been presented for the road, but that he couldn't seek bonding because he wasn't sure what the planning commission was going to accept as far as pavement width was concerned. There was some discussion regarding the road width. Staff suggested that the existing pavement

5. Under no circumstances shall the City of Kingston or emergency service providers be responsible for damage to gates, their related structures, or guardhouses associated with an emergency response to the private community. Neither the City of Kingston nor any emergency service providers shall be responsible for any damages resulting from delays caused by gates or their related structures. Likewise, the developer and/or homeowners association shall be responsible for any damages caused to emergency vehicles upon entry through a gate or related structure. Such a statement shall be added to the homeowner's association agreement and the subdivision plat.

d. Signs and Street Names

1. All private street signs and traffic control signs shall have a design approved by the City Engineer, Fire Chief, and Police Chief.
2. All entrances to the private community from a public road must be clearly marked with a sign stating that it is a private street/development.
3. The planning commission and Roane County E-911 shall approve all proposed private street names to avoid confusion and conflict for the provision of services.

e. Maintenance and Ownership

1. All private streets shall be identified as such on the final subdivision plat. The following plat notes shall also be included:
 - a. All streets contained within this subdivision are to be privately maintained and owned, and the City of Kingston shall accept no responsibility for their maintenance.
 - b. No private street shall be adopted by the City of Kingston until it is improved to current public road standards.
2. A homeowner's or property owner's association shall be established by the developer to adequately maintain the private community's streets, their related facilities, and any other infrastructure to be held in common. This agreement shall be reviewed and approved by the City Attorney and planning staff to ensure that it conforms to this and any other applicable regulations. Approval of the association agreement is required prior to any final subdivision plat approval. Any infrastructure not expressly covered in the association agreement shall be maintained by the developer unless dedicated and adopted by the City of Kingston.

3. The homeowners or property owners association shall have the authority to levy assessments on a periodic basis with the intent to maintain public rights-of-way and their related facilities, along with any specified common areas or facilities. The association also has the authority to impose liens when necessary.
4. No private street shall be adopted by the City of Kingston unless all of the following conditions have been met:
 - a. All private streets shall be improved to meet the current public road standards.
 - b. All gates and associated structures have been removed.
 - c. The homeowners or property owners association has officially dedicated the rights-of-way.
 - d. An official request has been submitted to the City of Kingston and the private streets have been inspected and accepted by the City.
 - e. The homeowners association has disposed of any liability claims.

16. Street Names

Proposed streets which are obviously in alignment with others already existing and named shall bear the names of existing streets. In no case shall the name for proposed streets duplicate existing street names, irrespective of the use of suffix street, avenue boulevard, drive, way, place, or court. The planning commission can assist the subdivider in avoiding duplication. Each street name shall be approved by the Roane County E-911 Coordinator and such approval shall be shown on the plat.

17. Alleys

Alleys shall be provided to the rear of all lots used for business purposes, and shall not be provided in residential blocks except where the subdivider produces evidence satisfactory to the planning commission of the need for alleys.

B. Blocks

1. Length

Blocks shall not be less than four hundred (400) feet nor more than twelve hundred (1200) feet in length, except as the planning commission considers necessary to secure efficient use of land or desired features of street pattern. In blocks over eight hundred (800) feet in length the planning commission may require one (1) or more public crosswalks of not less than ten (10) feet in width to extend entirely across the block at locations deemed necessary.

2. Width

Blocks shall be wide enough to allow two (2) rows of lots, except where reverse frontage on major streets and roads is provided or where prevented by topographical conditions or size of the property; in which case the planning commission will approve a single row of lots of minimum depth.