As authorized by the Governor of the State of Alabama on March 18, 2020, elected officials may deliberate by means of telephone conference, video conference or other similar means of communication. Members of the public are also invited to listen, observe and participate in public meetings by such means as well.

Due to COVID-19 and the mandate that public gatherings of 10 or more are not permitted. Therefore, should anyone wish to listen, observe or participate in the City Council meetings of January 25, 2021 at 7 p.m. (pre-meeting at 6:15 p.m.), please join by way of the Zoom app (re: Meeting ID: 801-559-1126, password 01252021).

1. Village Circle Project update- Sim Johnson of the Board of Landscape Design

2. Request to remove a street light at 321 Overbrook Road-Ben Webster (See attached information.)

3. Request for the city to conduct a study on the feasibility of a turn arrow at Oakdale/Bethune (no turn lane)- Mary Ellen DeBardeleben and Richard Caudle of Skipper Consultants (See attached information. This item may be added to the formal agenda.)

4. Request for a street light at 3820 or 3829 Spring Valley Road- Stacey McElrath (See attached information.)
Thank you for reviewing our concerns regarding the streetlights and observing the situation in the field.

The Barclifts (325 Overbrook Road) and I have had discussions over the streetlights and would like to pursue removal of the light between our houses. We would greatly appreciate the removal of this light.

We understand the safety concerns with the light on the church side. We would still like to see if there are options such as a shield to decrease light trespass.

Thank you,

Ben Webster
205.936.7883

On Jan 8, 2021 14:15, Richard Caudle <richard@skipperinc.com> wrote:

I reviewed the lighting situation on Overbrook Road near the intersection of Pine Crest Road on the evening of January 7, 2021. There are two street lights in the vicinity of the intersection – both appear to be installed by Alabama Power Company on Alabama Power Company poles. One street light is located in the northwest corner of the intersection of Overbrook Road and Pine Crest Road, at the corner of the lot at 326 Overbrook Road. The second street light is located on the east side of Overbrook Road, near the lot line between 321 Overbrook Road and 325 Overbrook Road.

It is my opinion that the street light located in the northwest corner of the intersection of Overbrook Road and Pine Crest Road (at the corner of the lot at 326 Overbrook Road) is providing valuable lighting for the intersection of Overbrook Road at Pine Crest Road as well as lighting the crosswalk crossing Overbrook Road, and should remain.

It is our opinion that the street light on the east side of Overbrook Road on the lot line between 321 Overbrook Road and 325 Overbrook Road is not providing lighting in a location critical for either vehicular safety or pedestrian safety, and could be removed if so desired by the City Council after receiving public input.

Lastly, the street light recommended to be retained at the corner of 326 Overbrook Road is located approximately 70 feet from the east end of the crosswalk. This indicates a minimum required mounting height of 35 feet in order to provide light to the entire crosswalk. My observations indicate that this street light is not mounted high enough, and this appears to be due to the fact that the ground elevation at the location where the pole is installed is significantly lower than the pavement elevation of Overbrook Road. The fact that this street light is lower than typical does result in some glare for drivers approaching the intersection on Overbrook Road. It would not be appropriate to lower the
existing street light as mentioned in the email below because we would then lose coverage of lighting for the crosswalk and would create more glare for approaching drivers.

If the City desires to install a lower street light, it would need to be a different fixture and be located much closer to the crosswalk. However, we would then lose lighting of the intersection of Overbrook Road at Pine Crest Road. The current situation with the lighting is the best for current circumstances. If there ever occurred the possibility of modification of this street light, the mounting height of this light should be raised to a minimum 35 feet above the pavement elevation of Overbrook Road.

Richard L. Caudle, P.E. (registered in AL and MS)
Skipper Consulting, Inc.
3644 Vann Road Suite 100
Birmingham, Alabama 35235
richard@skipperinc.com
(205) 655-8855 fax (205) 655-8825
Cell (205) 790-4307 home (205) 594-4708

From: Sam Gaston <gastons@mtnbrook.org>
Sent: Thursday, January 7, 2021 9:03 AM
To: benwebster@charter.net
Cc: Richard Caudle <richard@skipperinc.com>; Ted Cook <cookt@mtnbrook.org>; Jason Carmack <carmackj@mtnbrook.org>
Subject: RE: Overbrook Road at Pine Haven streetlights

Let's see what our experts recommend. I rode by and saw there are two lights near each other, but on opposite sides of the road. The one on the Church side is a LED light while the one on your side is an old mercury vapor light.

Sam S. Gaston
City Manager
Thank you Sam.

I had a chance to look at the intersection of Overhill and Montevallo Roads this morning, a comparable intersection with a crossing beacon installed, and see one street light there.

If the streetlight on the church side must remain, it would be great to lower it to about the height of the acorn lights on Balmoral and Southwood if it can provide the needed light output for the location.

Ben Webster
205.936.7883

On Jan 7, 2021 07:42, Sam Gaston <gastons@mtnbrook.org> wrote:

It is with Council approval. However, these lights may be needed to illuminate this pedestrian crossing even if we put up pedestrian crossing signals.

Let us have our traffic consultant and police dept take a look and get back with us.

If they agree that one of these lights can be removed, we will take it to the city council and if they agree to consider it, they will instruct me to send out letters to the nearby homeowners informing them when the council will consider the removal of this street light in case they want to comment for or against it.
Sam S. Gaston

City Manager

City of Mountain Brook, AL.

56 Church Street

P.O. Box 130009

Mountain Brook AL. 35213

(205) 802-3803 Phone

(205) 870-3577 Fax

From: benwebster@charter.net [mailto:benwebster@charter.net]
Sent: Thursday, January 07, 2021 6:52 AM
To: gastons@mtnbrook.org
Subject: Overbrook Road at Pine Haven streetlights

Sam,

I noticed the approval for the RRFB at the Overbrook and Pine Crest Road crosswalk for last month.

In the past year, the streetlight across from my home at 321 Overbrook Road was replaced with a brighter light. My neighbors and I have a considerable amount of glare that comes from this light as well as the one on the power pole between our houses. We are one of the only locations in this area to have two streetlights, with none around the Junior High School and few at intersections along Montevallo Rd. With the installation of the new crosswalk beacon, is it possible to have one or both of these lights removed?

Thank you,

Ben Webster

205.936.7883
I’d like to request the council approve Richard Caudle’s recommendation for a traffic study at the intersection of Bethune Drive and Oakdale Drive. Richard Caudle conducted a one-day observation in November and noted the traffic was significantly worse than the last one-day observation conducted in 2016. His recommendation was to perform a traffic study to determine if there are any modifications that could improve the situation in the mornings. This would include a traffic count that would allow a computer model to analyze various possible solutions.

Respectfully submitted,

Mary Ellen DeBardeleben
Attached is our proposal to perform a traffic study for the intersection of Oakdale Drive at Bethune Drive/MBHS, specifically to determine if a southbound left turn arrow is warranted for the traffic signal. If the study finds that a left turn arrow would be beneficial, then the following additional costs would be probable to implement the turn arrow:

1. A traffic signal design would be needed. This would be a $3,300 effort.
2. The City would need to hire a traffic signal contractor to implement the changes. This would be minor work, so estimating the cost is difficult, but I would anticipate a contractor would require $7500 to construct the improvements.

Richard L. Caudle, P.E. (registered in AL and MS)
Skipper Consulting, Inc.
3644 Vann Road Suite 100
Birmingham, Alabama 35235
richard@skipperinc.com
(205) 655-8855 fax (205) 655-8825
Cell (205) 790-4307 home (205) 594-4708
PROFESSIONAL SERVICES AGREEMENT  
Between  
The City of Mountain Brook and Skipper Consulting, Inc.  

This Agreement is made by and between the City of Mountain Brook, Alabama ("City"), doing business at 56 Church Street, Mountain Brook, Alabama 35213 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3844 Vann Road, Suite 100, Birmingham, Alabama 35235.

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to a traffic study for the intersection of Oakdale Drive at Bethune Drive/MBHS in the City of Mountain Brook (the "Project" or "Services");

WHEREAS, the parties intend that the Consultant be authorized to start work on the services outlined in this agreement upon execution of this Agreement, and

WHEREAS, the Client and Consultant agree that the Services be performed pursuant to the terms of this Agreement, together with the attached Exhibit A and the Addendum related hereto, which writings constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this Agreement:

   SEE SCOPE OF WORK SET FORTH ON EXHIBIT "A"

The Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the Project.

2. CLIENT'S RESPONSIBILITIES: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

   The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

   The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. COMPENSATION/ BILLING/ PAYMENT: Skipper Consulting Inc. will undertake and perform the work and Services outlined in Exhibit "A" for a fixed fee (inclusive of all expenses) for a fixed fee in the amount of $2,500.00

   The CLIENT will bill for its Services monthly based on the work completed during the billing period. Invoices for uncontested amounts are payable within 30 days from the receipt by the Client, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this Agreement.

   If complications or other unforeseen factors cause a change in the scope of Work outlined in Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant will submit a proposal for the additional work. No additional work or
services other than those contemplated herein shall be performed without the written approval of the Client.

If for any reason, payment for uncontested amounts reflected on invoices is more than 30 days delinquent, the Consultant shall have the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused for such work stoppage.

4. STANDARD TERMS AND CONDITIONS

The Client shall have final right of review and approval of all plans and specifications that shall be delivered in connection with the performance of the Services; however, review and approval shall not be withheld unreasonably.

The rights and obligations of the parties to this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Either party may terminate this Agreement upon 10 days' written notice to the other party should the defaulting party substantially fail to perform any or its material responsibilities in the Agreement through no fault of the party desiring to terminate. In the event of termination of this Agreement, due to the fault of a person or party other than the Consultant, Consultant shall be paid for Services performed to termination date.

The Consultant agrees to furnish consulting services only related to the Project. Consultant shall be responsible for coordination of its work with that of the Client.

This Agreement (including Exhibit A and the Addendum) shall constitute the entire agreement between the parties concerning the matters herein, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

Any modification or amendment of this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with its terms where the causes of such failure shall occur due to events beyond a party's reasonable control, include, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as is reflected on the Addendum.
Client shall provide Consultant access to the Project site necessary for the Consultant to provide the services outlined.

The Client's reuse of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk.

The persons signing this Agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

CLIENT: CITY OF MOUNTAIN BROOK, AL

By: __________________________
Printed Name: __________________________
Title: __________________________
Date: __________________________

CONSULTANT: SKIPPER CONSULTING INC.

By: __________________________
Printed Name: Richard L. Caudle, P.E.
Title: Senior Traffic Engineer
Date: 1/18/21
EXHIBIT “A”
SCOPE OF WORK

The Consultant shall perform the following scope of work in relation to a traffic study of the intersection of Oakdale Drive at Bethune Drive/MBHS in the City of Mountain Brook.

- Conduct intersection turning movement and pedestrian traffic counts at the intersection from 7:30 a.m. to 8:00 a.m.
- Conduct observations of traffic during the a.m. peak traffic period
- Analyze data collected to determine existing conditions
- Prepare a model to address a.m. peak period traffic flow, specifically to examine the need for left turn arrow for Oakdale Drive southbound
- Prepare a cost estimate for implementation of a left turn arrow
- Prepare report of study findings and recommendations
- Meet with City staff
- Attend city council meetings to present study findings and recommendations

Schedule

The Consultant shall complete the scope of work described above within a period of two (2) calendar weeks from notice to proceed, up to and including issuing the report, barring unforeseen circumstances outside of the control of the Consultant.
ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. – TRAFFIC ENGINEERING SERVICES (OAKDALE DRIVE AT BETHUNE DRIVE/MBHS)

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (“the/this Addendum”) between the City of Mountain Brook, Alabama (“the City”) and Skipper Consulting, Inc. (“the Contractor”) is entered between the parties.

This Addendum is a part of the Professional Services Agreement between the parties (the “Agreement”) concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms herein supersede and control any conflicting or inconsistent terms or provisions, particularly to the extent the conflicting or inconsistent terms or provisions in the Agreement purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal Agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without the express approval of the Mountain Brook City Council.

1. Definitions. For purposes of this Addendum, the terms below have the following meanings:

A. “The City” refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies. The City may also be referenced in the Agreement as the “Client.”

B. “The (this) Agreement” refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.

C. “The Contractor” refers to the person, firm, or other legal entity that enters the Agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors. The Contractor may also be referenced in the Agreement as the “Consultant.”

2. Dispute Resolution. If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a “Dispute”), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.
3. **Attorney’s Fees; Court Costs; Litigation Expenses.** The City shall not be liable for attorney’s fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. **Late Payment Charges; Fees; Interest.** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services, and bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be considered delinquent pending resolution of the dispute.

5. **Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the Agreement or the performance or nonperformance thereof, nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor’s behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.

6. **Choice of Law; Choice of Venue or Forum.** The meaning, legal effect, and enforcement of terms and provisions of the Agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the Agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.

7. **Construction of Addendum.** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal Agreement or as a matter of law.

8. **Independent Contractor.** Consultant’s relationship to Client at all times is that of an independent contractor. Consultant exclusively controls the means and methods in which it performs its operations or provides the goods, services or undertaking described in the Agreement. The Client does not reserve any right of control over Consultant’s operations or the activities it utilizes to perform its obligations in the Agreement.

9. **Contractor’s Insurance Requirements:** For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance with a company(ies) lawfully authorized to do business in the location of the Project and reasonably acceptable to the City:

   .1 Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and
property damage with a combined single limit of not less than $500,000 per occurrence.

.2 Automobile Liability: If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars ($500,000) combined single limit and aggregate for bodily injury and property damage, per occurrence.

.3 Workers Compensation: Workers’ Compensation and Employers Liability as required by statute.

.4 Professional Liability: If Contractor is providing professional services, Professional Liability covering Contractor’s negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars ($1,000,000) per claim and in the aggregate.

Contractor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

All policies, except for the Workers Compensation and Professional Liability policies shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or its performance of Services or work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policy.

All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Before commencement of Services hereunder, Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. This certificate(s) shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City.

10. **Indemnification for Claims by Third Parties.** The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the “Indemnitees”) from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages, collectively hereinafter "Claim(s)") that are made against the City by any third parties (including any employee, agent or representative of the Contractor, collectively "Third Parties") to the extent that such Claims are caused or allegedly caused by the negligence of the Consultant in the performance of its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.
11. EXCLUSION OF CONSEQUENTIAL DAMAGES. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT THAT IT ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THE AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS THEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT ENTERED INTO THIS AGREEMENT WITHOUT INCLUDING THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION IS INTENDED TO IMPACT, MODIFY, AMEND OR LIMIT THE TERMS OR APPLICATION OF THE INDEMNIFICATION PROVISION IN THE PROVISION ABOVE THAT PERTAINS TO CONTRACTOR’S OBLIGATIONS TO INDEMNIFY THE CITY FOR CLAIMS MADE AGAINST THE CITY BY THIRD PARTIES.

CITY: CITY OF MOUNTAIN BROOK

By: ____________________________
Printed Name: ____________________________
Title: ____________________________
Date: ____________________________

CONTRACTOR: SKIPPER CONSULTING INC.

By: ____________________________
Printed Name: Richard L. Caudle, P.E.
Title: Senior Traffic Engineer
Date: 1/18/21
This is a Ms. McElrath. Apparently the recent accident in this area has aroused the neighbors.

Sam S. Gaston  
City Manager  
City of Mountain Brook, AL.  
56 Church Street  
P.O. Box 130009  
Mountain Brook AL 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax  
From: Jason Carmack [mailto:carmackj@mtnbrook.org]  
Sent: Friday, January 15, 2021 10:47 AM  
To: Sam Gaston  
Cc: Jay Loggins; Richard Caudle; Ted Cook  
Subject: Fwd: Quick Question

This is the study we conducted in the 3800 block of Spring Valley in late February of last year, 2020. 91% of traffic was traveling within 5 miles per hour of the speed limit or lower. 99% of traffic was traveling within 10 miles per hour of the speed limit or lower. After the study we placed flashing speed limit signs in the area and participated in extra patrol in the area for speeding.  I do not believe we showed this to Richard but may be mistaken. The Chief reached out to Ms. Holt back then, and she was surprised with the results but seemed satisfied with the measures taken.

---------- Forwarded message ----------
From: Jason Carmack <carmackj@mtnbrook.org>  
Date: Tue, Mar 3, 2020 at 8:38 AM  
Subject: Fwd: Quick Question  
To: Ted Cook <cookt@mtnbrook.org>

Lt. Jason Carmack  
Patrol Division  
Mountain Brook Police Department  
101 Tibbet Street  
Mountain Brook, AL 35213  
(205) 802-3858
-------- Forwarded message --------
From: Sam Gaston <gastons@mtnbrook.org>
Date: Wed, Feb 19, 2020 at 3:28 PM
Subject: RE: Quick Question
To: ELIZABETH HOLT <elizabeth.holt@bbva.com>
Cc: Ted Cook <cooki@mtnbrook.org>, Jason Carmack <carmackj@mtnbrook.org>

What is your street? Our Police Dept would need to conduct a traffic and speed study first and other criteria would have to be met as well. Then our traffic engineer/consultant would have to review them.

Speed humps are not promote unless necessary because they slow down the response for emergency police and fire calls.

Sam S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL 35213
(205) 802-3803 Phone
(205) 870-3577 Fax

From: ELIZABETH HOLT [mailto:elizabeth.holt@bbva.com]
Sent: Wednesday, February 19, 2020 3:19 PM
To: gastons@mtnbrook.org
Subject: Quick Question

Hey Sam,

Hope you are doing well.
I am hoping you can point me in the right direction. My neighbors and I would like to apply to have speed bumps installed on our street and I am hoping you can tell me who we need to contact about that?

Thanks,

--

BBVA USA
Elizabeth Holt
Institutional Real Estate Credit Products Officer
Tel. 205.297.1364 - Cell. 205.732.2514 - Elizabeth.Holt@bbva.com
Daniel Building – 15 South 20th Street, Suite 1503, Birmingham, AL 35233
AL Bi CH NMB
Connect with BBVA Compass  Find us on Facebook  Follow us on Twitter
Before you print this message please consider if it is really necessary. Antes de imprimir este mensaje, por favor comprueba que es necesario hacerlo.

--

Lt. Jason Carmack
Patrol Division
Mountain Brook Police Department
101 Tibbett Street
Mountain Brook, AL 35213
(205) 802-3858
Lighting Services NESC® Lease Agreement (Governmental)

Customer Legal Name: City of Mountain Brook  
DBA: Spring Valley Rd

Service Address: 0 STREETLIGHTS, UNREG NESC LIGHTS BIRMINGHAM AL 35213  
County: Jefferson

Mailing Address: P.O. Box 130009, Birmingham, AL 35213

Email: Gastons@mtnbrook.org  
Tel #: 205-802-3803  
Alt Tel: 

Tax ID:  
Business Description: Municipal

Existing Customer? Yes ☐ No ☐  
If Yes (and if possible), does Customer want Equipment added to an existing account? Yes ☐ No ☐  
Existing Account: 36128-68008  
For informational purposes only

<table>
<thead>
<tr>
<th>Qty</th>
<th>Wattage</th>
<th>Type</th>
<th>Description</th>
<th>OH/UG</th>
<th>M/UM</th>
<th>Equipment Amount ($)</th>
<th>Estimated Regulated Charge ($)Δ</th>
<th>Estimated Monthly Charge ($)Δ</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>1</td>
<td>35</td>
<td>LED</td>
<td>LED</td>
<td>LED Cobra - 4000K - gray - 3500 to 5000 Lumens</td>
<td>OH</td>
<td>UM</td>
<td>$6.69</td>
</tr>
<tr>
<td>(2)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(3)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(4)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(5)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(6)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(7)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(8)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(9)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(10)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Monthly Total * $7.47

Project Notes: To install light on existing pole near curve on Spring Valley Rd

Initial Term: 36 months  
Prepaid Amount: $ 0.00

* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the Unmetered Outdoor Lighting (ODL) rate in effect at time of Agreement proposal; actual charges may vary.

Customer agrees to lease the Equipment referenced above from Alabama Power Company on the attached terms and conditions and authorizes all actions noted above.

<table>
<thead>
<tr>
<th>Customer Authorized Signature</th>
<th>Date</th>
<th>Alabama Power Company</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sign Here</td>
<td></td>
<td>Sign Here</td>
<td></td>
</tr>
<tr>
<td>Print Name</td>
<td></td>
<td>Print Name</td>
<td></td>
</tr>
<tr>
<td>Print Title</td>
<td></td>
<td>Print Title</td>
<td></td>
</tr>
</tbody>
</table>

APC Internal Use Only - APC Reference Number (if applicable):
TERMS and CONDITIONS (NESC Governmental)

1. Lighting Equipment Lease. This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will: (i) lease to "Customer" (identified on Page 1) the "Equipment" referenced on Page 1 for use at the stated "Service Address" (the "Premises"); and (ii) provide electric service to operate the Equipment. The "Equipment" includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting service through the listed fixtures, unless expressly noted otherwise in "Project Notes." Customer acknowledges that regulatory change during the Agreement term may require APC to modify or replace some Equipment.

2. Intent and Title. This Agreement is not a sale of the Equipment to Customer. Customer expressly acknowledges that APC retains title to the Equipment and agrees that this Agreement only gives Customer the right to use the Equipment during the Agreement term, so long as Customer complies with all terms and conditions. Customer acknowledges that the Equipment, although attached to real property, always will remain the exclusive personal property of APC and that APC may remove the Equipment when this Agreement ends. Customer authorizes APC, without further consent or action, to file any UCC financing statement or security agreement relating to the Equipment and agrees that APC may record those documents. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.

3. Term. The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.

4. Payment. APC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). Applicable taxes included in the Equipment price are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or $2.00 and acknowledges that APC may require Customer to pay a deposit of up to twice the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.

5. Premises Activity. Customer grants a license and right of access to APC, and its contractors and representatives, to enter the Premises with vehicles and equipment to: (i) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the "Installation"); (ii) inspect, maintain, test, replace, repair, or remove the Equipment; (iii) provide electric service for the Equipment; or (iv) conduct any other Agreement related activity (items— "APC Activity"), subject to the "Unforeseen Condition". No other service activity will occur without Customer's prior written consent. Customer acknowledges that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto Customer's Premises.

6. Installation. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.

A. Customer Work. If APC, upon Customer's request, allows Customer to perform any part of the Installation (including trenching) itself or through a third party, Customer warrants that the work will meet APC's Installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC's Activity will cause an unforeseen condition.

B. Underground Facility/Obstruction Not Subject to Dig Law. Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 to 37-15-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/ water/sewer line; Irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences Installation, Customer is responsible for all damages and any resulting delay.

C. Unforeseen Condition. The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, burial waste, unsuitable soil, underground obstruction, archaeological artifact, buried ground, threatened or endangered species, hazardous substance, etc. not properly disclosed in the "Unforeseen Condition". If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.

7. Equipment Protection and Damage. After installation and throughout this Agreement's term, in the event of any work or digging near the Equipment, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with the Dig Law. If APC is required to conduct further ground investigation to ensure its access to the Equipment, APC may conduct such investigation and take such action as it reasonably believes necessary to protect the Equipment and to prevent interference with its access to the Equipment (other than by a person with a lesser right to access to the Equipment than APC). All costs of ground investigation and removal of the Equipment to provide access to the Equipment shall be paid by Customer.

8. Maintenance. During this Agreement's term, APC will maintain the Equipment and bear the cost of routine repair or replacement. Customer must notify APC of any need for Equipment repair by calling the Business Service Center at 1-888-430-5787.

9. Disclaimer: Damages. APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Equipment or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.

10. Indemnity. To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors and their officers, directors, employees, representatives, and agents from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Equipment, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.

11. Default. Customer is in default if Customer does not pay the entire amount owed within 45 days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Agreement term, remove the Equipment from the Premises, and seek any other available remedy.

12. Miscellaneous. This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without APC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "Including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.
Install 35w Philips LED cobra on 20' bracket arm
Customer Legal Name: City of Mountain Brook
DBA: Spring Valley Rd
Service Address: 0 STREETLIGHTS, UNREG NESC LIGHTS BIRMINGHAM AL 35213
County: Jefferson
Mailing Address: P.O. Box 130009, Birmingham, AL 35213
Email: Gastons@mtnbrook.org
Tel #: 205-802-3803
Alt Tel:__
Tax ID:__
Business Description: Municipal
Existing Customer? Yes ☐ No ☐
If Yes (and if possible), does Customer want Equipment added to an existing account? Yes ☐ No ☐
Existing Account: 36128-68008
For informational purposes only

### Equipment

<table>
<thead>
<tr>
<th>Qty</th>
<th>Wattage</th>
<th>Type</th>
<th>Description</th>
<th>OH/UG</th>
<th>M/UM</th>
<th>Equipment Amount ($)</th>
<th>Estimated Regulated Charge ($)</th>
<th>Estimated Monthly Charge ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>35</td>
<td>LED</td>
<td>LED Cobra - 4000k - gray - 3500 to 5000 Lumens</td>
<td>OH</td>
<td>UM</td>
<td>$38.59</td>
<td>$0.78</td>
<td>$39.37</td>
</tr>
<tr>
<td>(2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(5)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(6)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(7)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(8)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(9)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(10)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Monthly Total: $39.37

**Project Notes:** To install 2 poles, wire and light at curve on Spring Valley Rd

**Initial Term:** 36 months

**Prepaid Amount:** $0.00

---

* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the Unmetered Outdoor Lighting (ODL) rate in effect at time of Agreement proposal; actual charges may vary.

Customer agrees to lease the Equipment referenced above from Alabama Power Company on the attached terms and conditions and authorizes all actions noted above.

**Customer Authorized Signature**

**Date**

**Alabama Power Company**

**Date**

---

APC Internal Use Only - APC Reference Number (if applicable):
TERMS and CONDITIONS (INESC Governmental)

1. Lighting Equipment Lease. This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will: (i) lease to "Customer" (identified on Page 1) the "Equipment" referenced on Page 1 for use at the stated "Service Address" (the "Premises"); and (ii) provide electric service to the Equipment. The "Equipment" includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting service through the listed fixtures, unless expressly noted otherwise in "Project Notes." Customer acknowledges that regulatory change during the Agreement term may require APC to modify or replace some Equipment.

2. Intent and Title. This Agreement is not a sale of the Equipment to Customer. Customer expressly acknowledges that APC retains title to the Equipment and agrees that this Agreement only gives Customer the right to use the Equipment during the Agreement term, so long as Customer complies with all terms and conditions. Customer acknowledges that the Equipment, although attached to real property, always will remain the exclusive personal property of APC and that APC may remove the Equipment when this Agreement ends. Customer authorizes APC, without further consent or action, to file any UCC financing statement or security agreement relating to the Equipment and agrees that APC may record those documents. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.

3. Term. The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2841, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.

4. Payment. APC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). Applicable taxes included in the Equipment price are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or $2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.

5. Premises Activity. Customer grants a license and right of access to APC, its contractors, and its representatives to enter the Premises with vehicles and equipment to: (i) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the "Installation"); (ii) inspect, maintain, test, repair, or remove the Equipment; and (iii) remove the Equipment (collectively, the "APC Activity"). Customer will not cause or permit any obstruction that may interfere with APC's access to the Equipment. Customer represents that the individual signing this Agreement on behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto Customer's Premises.

6. Installation. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.

7. Equipment Protection and Damage. After Installation and throughout this Agreement's term, in the event of any work or digging near the Equipment, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8252; and (ii) provide notices to other parties as required by the Dig Law. Additional notice is required for any damages arising from failure to comply with applicable law or for Equipment damage caused by anyone other than APC (or an APC contractor or representative).

8. Maintenance. During this Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify APC of any need for Equipment repair by calling the Business Service Center at 1-888-430-5787.

9. Disclaimer; Damages. APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any APC choice. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow ESNSA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising out of or in any manner related to the Premises.

10. Indemnity. To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Equipment, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.

11. Default. Customer is in default if Customer does not pay the entire amount owed within 45 days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Agreement term, and seek any other available remedy.

12. Miscellaneous. This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without APC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "including" means "including, but not limited to," Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.
Install 35/5 wood pole; Install 35w Philips LED cobra on 4' bracket

Install 40/5 wood pole