

**PRE-MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL PRE-COUNCIL ROOM (A106)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

JANUARY 27, 2020, 6:30 P.M.

1. Fill Positions at Parks/Recreation-Shanda Williams (See attached information. This item may be added to the formal agenda.)
2. Traffic study proposal for Bethune and Oakdale-Richard Caudle of Skipper Consultants (See attached information. This item may be added to the formal agenda.)
3. Freshwater Land Trust to update City Council on their Litter Gitter program-Sally LaRue, Outreach Coordinator of the Freshwater Land Trust

January 23, 2020

Dear City Council,

I would like to add one full time laborer to our Park and Recreation department.

I originally asked for two additional laborers when preparing the budget, but I have made some changes in how our crews are arranged and I believe I may have eliminated the need for one of the full time positions. However, we still need some help.

I would like for this additional person to work mainly on the park crew. They have their regular maintenance schedule and we have been receiving more requests for special projects. This is in addition to the extra things I see that need to be done. I believe one more person will allow us to accomplish more work in a shorter time frame. A crew of 4 can work as one big unit or divide into 2 smaller ones.

We have not had many complaints with our parks and trails and I would like to stay ahead of that. I want to be proactive and not reactive.

This extra person will be able to float around as needed to the other crews to help with their additional projects, or fill in when there is an absence. Recently, we have had to pull from other crews to help the construction crew prepare for the playgrounds and complete several traffic island improvement projects.

This will eliminate one seasonal worker that we normally hire each year. This will allow us to hire and retain more qualified people. We have a hard time finding people that will accept a job with no benefits. We also have to spend a good amount of time training and closely supervising the new people before everyone can work at their full potential.

A seasonal worker is budgeted at \$14,000/yr. We work them for approximately 6 months.

A topped out full time worker with benefits costs \$49,306/yr.

That is a difference of \$35,306 per year at maximum pay.

The first year will be a difference of approximately \$26,334.

This additional worker will cost more, but we will be getting a more skilled and invested worker for twice the amount of time per year.

Sincerely,

Shanda Williams

Superintendent of Parks and Recreation



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 ("Client")**, doing business at 56 Church Street, Mountain Brook, Alabama 35213 and, **Skipper Consulting, Inc. ("Consultant")**, doing business at 3644 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 **\$4,875.00**

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 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.

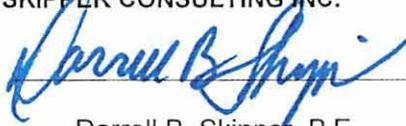
The Client's reuse of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk.

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

CONSULTANT: SKIPPER CONSULTING INC.

By: _____

By:  _____

Printed Name: _____

Printed Name: Darrell B. Skipper, P.E. _____

Title: _____

Title: President _____

Date: _____

Date: 1/15/2020 _____

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 7:00 a.m. to 8:30 a.m., 2:30 p.m. to 3:30 p.m., and 4:00 to 6:00 p.m.
- request and review crash data
- conduct observations during peak traffic periods
- analyze data collected to determine existing conditions
- prepare alternatives to address traffic flows, specifically to examine the need for left turn arrows
- analyze alternatives
- prepare a recommendation
- prepare report of study findings and recommendations (draft and final reports)
- 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 three (3) calendar weeks from notice to proceed, up to and including issuing the draft 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.

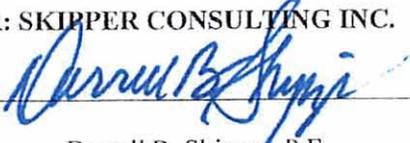
10. *Indemnification for Claims by Third Parties.* The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited 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

CONTRACTOR: SKIPPER CONSULTING INC.

By: _____

By:  _____

Printed Name: _____

Printed Name: Darrell B. Skipper, P.E. _____

Title: _____

Title: President _____

Date: _____

Date: 1/15/2010 _____

Sam Gaston

From: Richard Caudle <richard@skipperinc.com> on behalf of Richard Caudle
Sent: Tuesday, January 14, 2020 8:39 AM
To: gastons@mtnbrook.org
Subject: FW: Traffic Light

Below is an email exchange from 2016 about the signal at Oakdale/Bethune/MBHS.

Richard C

From: Richard Caudle
Sent: Friday, March 11, 2016 11:33 AM
To: 'Sam Gaston' <gastons@mtnbrook.org>
Cc: Ronald Vaughn <vaughnr@mtnbrook.org>; Ted Cook <cookt@mtnbrook.org>
Subject: RE: Traffic Light

I was able to observe traffic at Mountain Brook High School this morning from 7:20 a.m. to 8:00 a.m. The primary thing I was looking at was the need for a left turn arrow on Oakdale Drive southbound turning left into the High School. There is no left turn lane for this movement.

There were no queues in traffic on Oakdale Road southbound until 7:31 a.m. From 7:31 a.m. to 7:35 a.m. I observed 4 queues of vehicles on the southbound approach which did not clear. Three of the four times, the queue did not clear because of conflicting vehicles on Oakdale Drive northbound, mostly going straight through or turning right into the High School. One time there simply was not enough green time for the southbound queue to clear.

At 7:35 a.m. a security guard from the high school walked down and took over manual control of the traffic signal. he operated the signal until 8:00 a.m. During the time that he operated the signal, he allowed all queues to clear on Oakdale Drive and Bethune Drive before terminating the green indication. During the peak of traffic, the effective cycle length for the signals was near 3 minutes. When the security guard ceased operating the signal, there were no significant queues of vehicles at the intersection. The security guard informed me that he does this every day school is in session.

In regards to the requested left turn indication, it appears to me that there would be no substantial benefit to be gained by the proposed arrow, particularly since there is no left turn lane. In the email below, there is a reference to "courtesy" sharing of traffic movements. This is occurring and does not appear to me to be a problem that needs attention. I only witnessed one incident of delay caused by confusion.

It would be possible to install a new controller in the cabinet and roughly replicate what the security guard is doing with the hand control, but no with as high efficiency as he is doing it. If the City and School Board were interested in trying this out, the cost would be around \$3000 to acquire the equipment and program it.

I did note that there is a failed loop, which is the loop on Bethune Drive. I have copied Ronnie so he can get Stone and Sons to repair it if the City so chooses. It would have to be repaired in order to implement a new controller and programming.

Richard L. Caudle, P.E.
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 [<mailto:gastons@mtnbrook.org>]

Sent: Wednesday, March 09, 2016 7:53 AM

To: Richard Caudle

Subject: RE: Traffic Light

Look at it and let me know.

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: Richard Caudle [<mailto:richard@skipperinc.com>]

Sent: Wednesday, March 09, 2016 7:47 AM

To: Sam Gaston

Subject: RE: Traffic Light

Based on one complaint I don't see a pressing need, but I would be happy to go by one morning and observe to see if there is anything that could be done.

From: Sam Gaston [<mailto:gastons@mtnbrook.org>]

Sent: Tuesday, March 08, 2016 5:38 PM

To: Richard Caudle

Subject: FW: Traffic Light

FYI. You see any need for you to observe this light in the morning traffic at the high school?

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: HOOD, AMANDA [<mailto:HOODA@mtnbrook.k12.al.us>]

Sent: Tuesday, March 08, 2016 5:34 PM

To: Sam Gaston

Cc: Ted Cook; CRIGGER, JEREMY

Subject: Re: Traffic Light

Sam,

Thank you for your email. I have not received any communication about this issue from parents or students. Our guard does "work" the light in the mornings to allow for an extended period of traffic flow into the parking

similar to what we do after large events. I am not sure that adding a turn signal would make this issue any better, as it would still be the same number of cars trying to enter the lot at approximately the same time. I did notice that the flow was a little congested this morning at approximately 7:50-7:55 am with students attempting to arrive at school at the last minute. I was in the parking lot yesterday morning as well and we did not have the same level of congestion.

Please let me know now if there is something that I am missing. Please feel free to direct this particular parent to us if they would like to discuss the situation further.

Sincerely,
Amanda Hood

Sent from my iPad

On Mar 8, 2016, at 5:08 PM, Sam Gaston <gastons@mtnbrook.org> wrote:

Had a call from a parent saying she thought the traffic light at the entrance to the high school needed left turn arrows, especially in the morning. Apparently , as traffic backs up, motorists will use courtesy and “wave” other drivers to turn , or take “turns” going into the parking lot. She didn’t think the current traffic light and traffic system was as efficient as it could be. First call I have received about this. Have you received any similar calls or do you have any thoughts on this?

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

3

Sam Gaston

From: Sally Larue <sally.larue@freshwaterlandtrust.org> on behalf of Sally Larue
Sent: Friday, January 03, 2020 2:13 PM
To: gastons@mtnbrook.org
Cc: Charles Scribner; Nelson Brooke; Rusha Smith; EDillard@blackwarriorriver.org
Subject: Freshwater Land Trust - Litter Gitter project
Attachments: Litter Gitter.JPG

Dear Mr. Gaston,

I hope this finds you well! My name is Sally LaRue, and I am the Outreach Coordinator with Freshwater Land Trust. Charlie Scribner and the Black Warrior Riverkeeper are good partners of ours, and he recommended that I reach out to you.

Our Executive Director, Rusha Smith and I are hoping to present updates about our Litter Gitter project to Mountain Brook's City Council. As a brief background, a number of partners in the Birmingham area have been talking about using in-stream litter collection devices for many years. In 2017, [Osprey Initiative](#), the creator of the "Litter Gitter" device, emerged as a new company, and we soon started discussions with them about how their services might work in Birmingham. Recently, River Network agreed to fund a [pilot project](#) for one device for three months in Valley Creek; this Litter Gitter was installed on December 5th, 2019. Attached is a photo for reference.

We would like to share project updates with the Mountain Brook City Council as we continue to build momentum across the Birmingham-metro area to move towards trash free waters. Would you be able to get us on the agenda for an upcoming City Council meeting? We would appreciate it!

Please let me know if there is anything else I can provide that would be helpful. Thank you!

Kind regards,

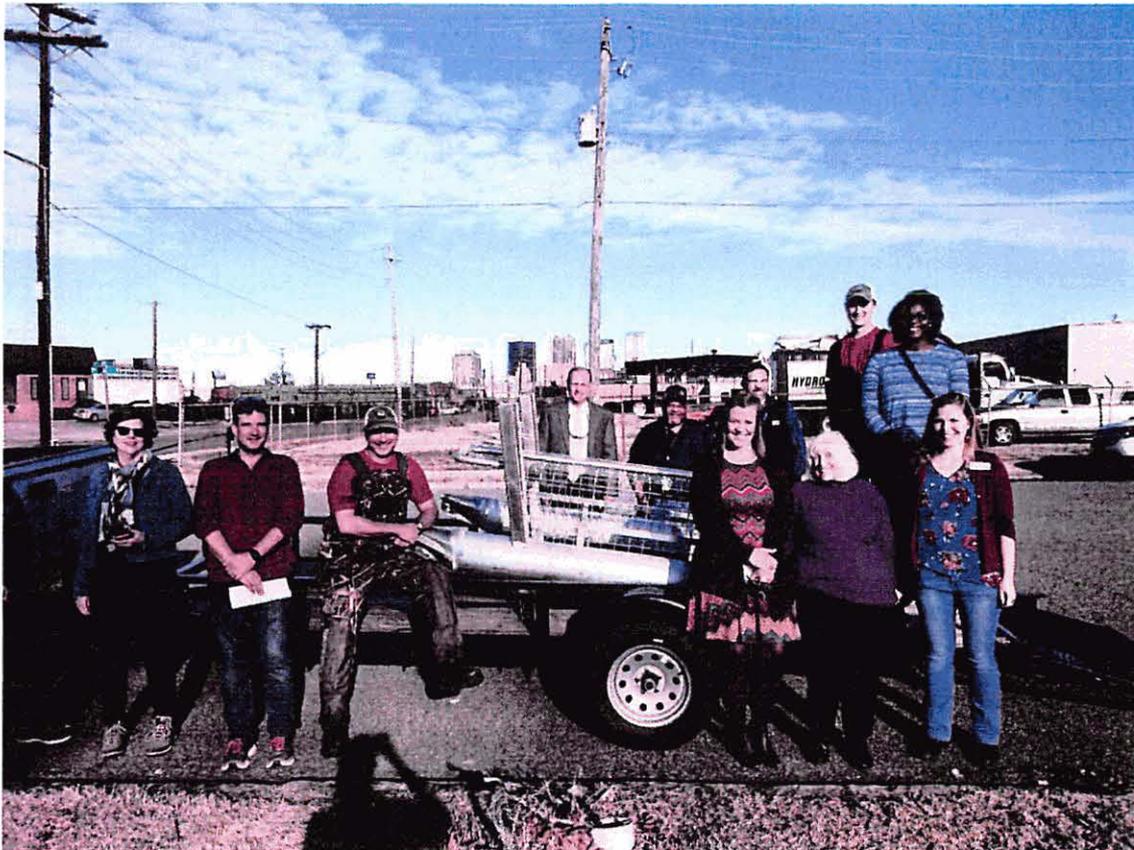
Sally LaRue
Outreach Coordinator
Freshwater Land Trust
2308 First Avenue North
Birmingham, AL 35203
Office: 205.417.2777
www.freshwaterlandtrust.org





“Litter Gitter” installed in Valley Creek

December 5, 2019 by Freshwater Land Trust



BIRMINGHAM, ALABAMA — Osprey Initiative, in partnership with River Network, Freshwater Land Trust, and the City of Birmingham, has installed an in-stream litter collection device in Valley Creek.

The device, called a “Litter Gitter,” is located at the headwaters of Valley Creek in Birmingham and will intercept floating litter from stormwater runoff. Don Bates, owner of [Osprey Initiative](#) and creator of the Litter Gitter, has deployed devices in urban waterways throughout the southeast, and initial tests indicate an 80% success rate in preventing the downstream flow of floating litter.



“We are excited to introduce our services to a new watershed and new community,” said Bates. “When we work in environments that have support from a blend of governance groups, nonprofits, corporations, and others, we get excited because we know it is that shared vision which generates success.”

Thanks to River Network and a grant from the Coca-Cola Foundation, this Litter Gitter will be in place for approximately 90 days and serve as a pilot project to assess need and effectiveness in the Birmingham area.

Freshwater Land Trust, the City of Birmingham, and other partners are working with Osprey Initiative to develop plans to install more Litter Gitters in multiple waterways in the Birmingham-metro area.

“Freshwater Land Trust prioritizes protecting water, and we are proud to partner with organizations working towards the same goal,” said Rusha Smith, Freshwater Land Trust’s Executive Director. “We hope this is the first of many Litters Gitters that will improve the health of Alabama’s rivers.”

