

**MINUTES OF THE SPECIAL OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MAY 24, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:30 a.m. on the 24th day of May, 2019. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston and City Clerk Steven Boone.

The Council President stated that a quorum was present and that the meeting was open for the transaction of business

1. CONSIDERATION OF A RESOLUTION (NO. 2019-073) APPROVING AN OFF-SITE PARKING AGREEMENT/LEASE FOR THE EXCLUSIVE USE OF EMPLOYEES OF THE UPSTAIRS RESTAURANT LOCATED AT 2721 CAHABA ROAD (EXHIBIT 1, APPENDIX 1)

President Smith introduced the resolution in writing and invited questions or comments from the audience or elected officials.

City Planner Dana Hazen:

- Back in 2008, the Planning Commission waived 32 on-site parking spaces for this location
- The intent was that the restaurant would only serve dinner when parking in the vicinity was not an issue
- In consideration of the parking requirement waiver, the developer/business operator had to provide an employee-only off-site parking agreement which required approval by the City Council before a business license or certificate of occupancy would be issued
- The current proposal is for two restaurants but the development cannot proceed until the parking issue is resolved

Council President Pro Tempore Pritchard:

- The restrictions imposed back in 2008 were negotiated with the interest of neighboring property owners/businesses
- A year or so later, there was a proposal to relax the restrictions that was vehemently opposed by the surrounding businesses

City Planner Dana Hazen:

- Since 2008, the City has constructed a sidewalk along Hollywood that provides better access to nearby on-street parking
- To get the certificate of occupancy, the businesses have secured the attached parking agreements but may come back later to request that the covenants be modified
- The usage of the nearby businesses has changed since 2008 which has in turn changed the parking patterns

Council member Womack:

- Enforcement of the employee parking restrictions has always been problematic
- Signage may work but not legally enforceable

City Planner Dana Hazen:

- Today, the Council is being requested to approve the off-site employee parking agreements

Tripp Galloway representing the applicant:

- The Presbyterian church on Hollywood Boulevard is close to agreeing to the terms of an agreement pending resolution regarding the language
- A question has been raised whether the terms “rent” or “lease” in the agreement may jeopardize the church’s ad valorem tax exemption
- The City’s covenant requires a “lease” framework
- Once the parking agreement at the church is secured, the agreements presented today [which are not optimal from an accessibility perspective] will no longer be necessary
- Five spaces have been secured at Union Hill (on the opposite side of Highway 280) and ten spaces at the Union Carbide Building

There being no further comments or discussion. The City Council considered the request. After said resolution had been considered in full, Council President Pro Tempore Pritchard moved for the adoption of the resolution. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said resolution (No. 2019-073) is hereby adopted by a vote of 5—0 and evidence thereof she signed the same.

2. CONSIDERATION: ORDINANCE (NO. 2047) REPEALING ORDINANCE NO. 2045 ADOPTED MAY 13, 2019, THAT AMENDED CHAPTER 30 OF THE CITY RELATING TO THE MUNICIPAL COURT (EXHIBIT 2, APPENDIX 2)

President Smith introduced the ordinance in writing and invited questions or comments from the audience or elected officials. There being none, President Smith called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and approval of the ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard moved for the adoption of the ordinance. The motion was seconded by Council member Shelton. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 2047) is hereby adopted by a vote of 5-0 and evidence thereof she signed the same.

3. ANNOUNCEMENTS

The next regular meeting of the City Council will be Tuesday, May 28, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

4. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:52 a.m.

5. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the joint, special meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council (Room A106) on May 24, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.



City Clerk

EXHIBIT 1

RESOLUTION NO. 2019-073

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the off-site parking agreements in attached Exhibit "A," in accordance with covenants recorded against the property at 2721 Cahaba Road for the exclusive use of employees of the upstairs restaurant at said location during the hours therein stated.

APPENDIX 1

EXHIBIT 2**ORDINANCE NO. 2047****AN ORDINANCE REPEALING ORDINANCE NO. 2045 AMENDING CHAPTER 30
OF THE CITY CODE RELATING TO THE MUNICIPAL COURT**

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama as follows:

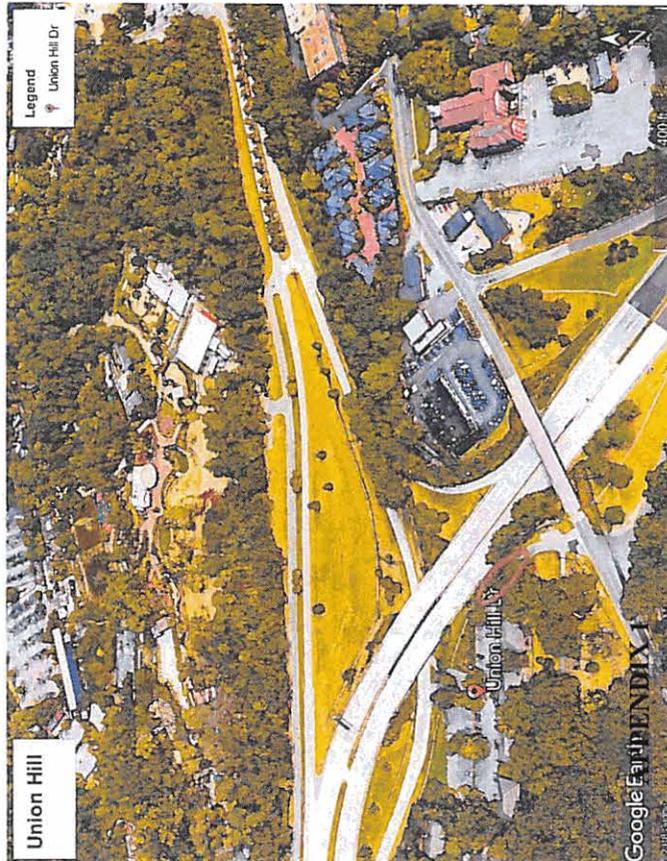
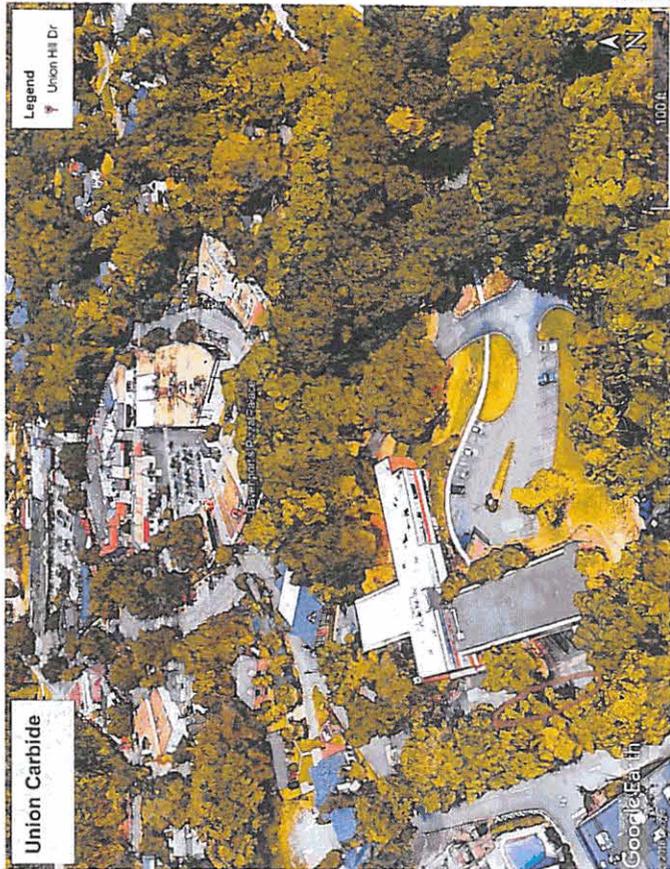
Section 1. Ordinance No. 2045 adopted on May 13, 2019, that amended Chapter 30 of the City Code is hereby repealed.

Section 2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 3. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 4. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law.

APPENDIX 2



STATE OF ALABAMA)
 :
 JEFFERSON COUNTY)

PARKING LEASE

1. **Landlord.** MTB Office Park, LLC ("Landlord").
2. **Tenants.** Lithos Timios, LLC and Libertae Vitae, LLC (collectively, "Tenants").
3. **Leased Premises.** Ten (10) parking spaces located on the rear of the property more particularly described as:

Lot 1-A, according to a Resurvey of Lots 1, 2, 22, 23 and 24, of Block A, Mountain Brook Village, as recorded in Map Book 58, Page 76, in the Probate Office of Jefferson County, Alabama (the "Property")

which parking spaces adjoin the seven (7) parking spaces referenced as item (ii) to Exhibit A in the deed of the Property to Landlord which is recorded in Instrument #2018011338 in the Office of the Judge of Probate of Jefferson County, Alabama (the "Leased Premises"). Landlord and Tenants acknowledge that this Lease is only effective from 4:00 p.m. until 2:00 a.m. the following day. The parking rights conveyed herein, are contemplated to allow Tenants and the employees of the occupants of Tenants' building located at 2721 Cahaba Road, Mountain Brook, AL 35223 to park on the Leased Premises.

4. **Term.** Maximum of five (5) years in one (1) year renewable increments.
5. **Termination Options.** Landlord and Tenants may terminate the Lease at any time by giving the other side written notice thereof at least ninety (90) days in advance.
6. **Rent.** The rent for the Leased Premises shall be \$10 (per space) per month, payable in cash or as a dining credit at the eating establishments occupying Tenants' property in Mountain Brook Village. Rent shall be paid on or before the 1st of each month, and Tenants shall be in default if monthly rent is not paid by the 10th day of any month.
7. **Insurance.** Tenants shall name Landlord as additional insured on a general liability policy in an amount of at least \$1,000,000.
8. **Indemnity.** Tenants shall indemnify Landlord for any damage or loss associated with the use and enjoyment of the Tenants' rights and privileges under the Lease.
9. **Use Restriction.** Tenants agree that the Leased Premises may only be used for parking purposes and that the use shall be done in such a manner so as not to damage any portion of the Landlord's property. Tenants further agree not to dispose of any trash or debris on the Leased Premises or any other portion of Landlord's property.

10. **Commencement of Lease.** This Lease shall be come effective as of June 1, 2019.

Done this 23 day of May, 2019.

MTB OFFICE PARK, LLC

LITHOS TIMIOS, LLC

BY: *Ladd Tucker*
 Ladd Tucker
PRINT NAME

BY: *J.T. McPherson*
 J.T. McPherson
PRINT NAME

ITS: Manager

ITS: Manager / Sole Member

LIBERTAE VITAE, LLC

BY: *J.T. McPherson*
 J.T. McPherson
PRINT NAME

ITS: Manager / Sole Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

PARKING LEASE

- 1. **Landlord:** Union Hill Limited Liability Company ("Landlord").
- 2. **Tenants:** Lithos Timios, LLC and Libertae Vitae, LLC (collectively, "Tenants").
- 3. **Leased Premises:** Five (5) parking spaces (the "Leased Premises") located on the property more particularly described as:

Unit 4, according to a Resurvey of Union Hill Office Park, First Addition as Established by the certain Declaration of Condominium, which is recorded in Real Volume 2841, Page 1, as amended by Real Volume 3023, Page 52, further amended in Volume 3557, Page 299, in the Probate Office of Jefferson County, Alabama (to which said Declaration of Condominium a Plan is attached and filed for record in Map Book 147, Page 31, and amended in Map Book 151, Page 27, in said Probate Office; the By-Laws of Union Hill Condominium as referred to in said Declaration of Condominium being filed for record in Real Volume 2841, Page 29, in said Probate Office); together with an undivided interest in Common Elements assigned to said Unit 4, by said Declaration of Condominium of Union Hill Condominium, a Condominium (the "Property")

Landlord and Tenants acknowledge that this Lease is only effective from 2:00 p.m. until 2:00 a.m. the following day. The parking rights conveyed herein, are contemplated to allow Tenants and the employees of the occupants of Tenants' building located at 2721 Cahaba Road, Mountain Brook, AL 35223 to park on the Leased Premises.

- 4. **Term:** Maximum of five (5) years in one (1) year renewable increments.
- 5. **Termination Options:** Landlord and Tenants may terminate the Lease at any time by giving the other side written notice thereof at least ninety (90) days in advance.
- 6. **Rent:** The rent for the Leased Premises shall be \$10 (per space) per month, payable in cash or as a dining credit at the eating establishments occupying Tenants' property in Mountain Brook Village. Rent shall be paid on or before the 1st of each month, and Tenants shall be in default if monthly rent is not paid by the 10th day of any month.
- 7. **Insurance:** Tenants shall name Landlord as additional insured on a general liability policy in an amount of at least \$1,000,000.

8. **Indemnity:** Tenants shall indemnify Landlord for any damage or loss associated with the use and enjoyment of the Tenants' rights and privileges under the Lease.

9. **Use Restriction:** Tenants agree that the Leased Premises may only be used for parking purposes and that the use shall be done in such a manner so as not to damage any portion of the Landlord's property. Tenants further agree not to dispose of any trash or debris on the Leased Premises or any other portion of Landlord's property.

10. **Commencement of Lease:** This Lease shall be come effective as of June 1, 2019.

Done this 22nd day of May, 2019.

UNION HILL LIMITED LIABILITY COMPANY

LITHOSTIMIOS, LLC

BY: _____
PRINT NAME

BY: [Signature]
S.T. McPherson
PRINT NAME

ITS: _____

ITS: Manager / Sole Member

LIBERTAE VITAE, LLC

BY: [Signature]
S.T. McPherson
PRINT NAME

ITS: Manager / Sole Member

APPENDIX I

STATE OF ALABAMA)
JEFFERSON COUNTY)

PARKING LEASE

- 1. **Landlord:** Union Hill Limited Liability Company ("Landlord").
- 2. **Tenants:** Lithos Timios, LLC and Libertae Vitae, LLC (collectively, "Tenants").
- 3. **Leased Premises:** Five (5) parking spaces (the "Leased Premises") located on the property more particularly described as:

Unit 4, according to a Resurvey of Union Hill Office Park, First Addition as Established by the certain Declaration of Condominium, which is recorded in Real Volume 2841, Page 1, as amended by Real Volume 3023, Page 52, further amended in Volume 3557, Page 299, in the Probate Office of Jefferson County, Alabama (to which said Declaration of Condominium a Plan is attached and filed for record in Map Book 147, Page 31, and amended in Map Book 151, Page 27, in said Probate Office; the By-Laws of Union Hill Condominium as referred to in said Declaration of Condominium being filed for record in Real Volume 2841, Page 29, in said Probate Office); together with an undivided interest in Common Elements assigned to said Unit 4, by said Declaration of Condominium of Union Hill Condominium, a Condominium (the "Property")

Landlord and Tenants acknowledge that this Lease is only effective from 2:00 p.m. until 2:00 a.m. the following day. The parking rights conveyed herein, are contemplated to allow Tenants and the employees of the occupants of Tenants' building located at 2721 Cahaba Road, Mountain Brook, AL 35223 to park on the Leased Premises.

- 4. **Term:** Maximum of five (5) years in one (1) year renewable increments.
- 5. **Termination Options:** Landlord and Tenants may terminate the Lease at any time by giving the other side written notice thereof at least ninety (90) days in advance.
- 6. **Rent:** The rent for the Leased Premises shall be \$10 (per space) per month, payable in cash or as a dining credit at the eating establishments occupying Tenants' property in Mountain Brook Village. Rent shall be paid on or before the 1st of each month, and Tenants shall be in default if monthly rent is not paid by the 10th day of any month.
- 7. **Insurance:** Tenants shall name Landlord as additional insured on a general liability policy in an amount of at least \$1,000,000.

8. **Indemnity:** Tenants shall indemnify Landlord for any damage or loss associated with the use and enjoyment of the Tenants' rights and privileges under the Lease.

9. **Use Restriction:** Tenants agree that the Leased Premises may only be used for parking purposes and that the use shall be done in such a manner so as not to damage any portion of the Landlord's property. Tenants further agree not to dispose of any trash or debris on the Leased Premises or any other portion of Landlord's property.

10. **Commencement of Lease:** This Lease shall be come effective as of June 1, 2019.

Done this 23rd day of May, 2019.

UNION HILL LIMITED LIABILITY COMPANY

LITHOS TIMIOS, LLC

BY: [Signature]
David P. Gordon
PRINT NAME

BY: _____
PRINT NAME

ITS: Member

ITS: _____

LIBERTAE VITAE, LLC

BY: _____
PRINT NAME

ITS: _____



CITY OF MOUNTAIN BROOK
P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205 821 3800
www.mtbrook.org

To: Mayor, City Council, & City Manager
From: Dana Hazen
Date: May 24, 2019
Subject: Off-Site Parking Agreement for Employees of 2721 Cahaha Road (previous Avo)

Background:

In 2008 the Planning Commission approved an exception to the city code parking requirements which waived 32 on-site parking spaces in conjunction with the construction of the building that was to house Avo-Dram and two retail suites. The approval of the waiver of parking was based on the fact that covenants would be recorded to disallowing any restaurant use to open for business prior to 4:30 p.m. Mon-Sat. The covenants were also to include a provision for 15 off-site parking spaces be secured (via a lease with another property owner in the vicinity) for the exclusive use by employees of the restaurant. Although the restaurant could not open prior to 4:30, this requirement for employee parking stemmed from neighboring commercial tenant concerns that restaurant employees would arrive mid-afternoon to prepare for the 4:30 opening, and would saturate street parking in the immediate vicinity. Said covenants were recorded are herein attached.

Proposed Use:

A new restaurant has signed a lease for the upstairs space in the previous Avo location. The covenants indicate that neither a certificate of occupancy nor a business license may be issued for said second floor restaurant until such a time that the off-site parking agreement has been secured and approved by the city council.

The property owner proposes two offsite parking agreements, which are attached. Staff has asked that maps be provided to indicate the relationship of the proposed parking sites to the restaurant site. Such maps will be provided at the meeting. The parking should be a reasonable distance from the restaurant location, and should be made available in the early-mid afternoons, so as to accommodate employees arriving in the afternoons to prepare for opening of business.

Date: May 24, 2019
Subject: Off-Site Parking Agreement for Employees of 2721 Cahaha Road (previous Avo)
Background: In 2008 the Planning Commission approved an exception to the city code parking requirements which waived 32 on-site parking spaces in conjunction with the construction of the building that was to house Avo-Dram and two retail suites. The approval of the waiver of parking was based on the fact that covenants would be recorded to disallowing any restaurant use to open for business prior to 4:30 p.m. Mon-Sat. The covenants were also to include a provision for 15 off-site parking spaces be secured (via a lease with another property owner in the vicinity) for the exclusive use by employees of the restaurant. Although the restaurant could not open prior to 4:30, this requirement for employee parking stemmed from neighboring commercial tenant concerns that restaurant employees would arrive mid-afternoon to prepare for the 4:30 opening, and would saturate street parking in the immediate vicinity. Said covenants were recorded are herein attached.

05/01/2008 12:09 FAX 2058712184

GALLOWAY AND SOMERVILLE

001

GALLOWAY & SOMERVILLE, LLC
ATTORNEYS AT LAW
11 OAK STREET
BIRMINGHAM, ALABAMA 35213-4218
TELEPHONE (205) 871-8183
FACSIMILE (205) 871-8184

FRANK C. GALLOWAY, III
JOHN G. SOMERVILLE

FACSIMILE TRANSMITTAL COVER SHEET

DATE: May 1, 2008
TO: Robert Jolly
COMPANY: Retail Specialists, Inc.
FACSIMILE #: 313-3677
FROM: Frank C. Galloway III
RE: Chevron Property
TOTAL # OF PAGES: 7 (including cover page)

Please notify us immediately if you fail to receive any of the transmitted pages or if any of the material is not legible.

MESSAGE:

Message body content, partially obscured by a large watermark.

The information contained in this facsimile transmission is attorney privileged and confidential information intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of the communication is strictly prohibited. If you have received this communication in error, please notify us by telephone and return the original message to us at the above address via the U.S. Postal Service.

APPENDIX I

05/01/2008 12:09 FAX 2058712184 GALLOWAY AND SOMERVILLE 002

GALLOWAY & SOMERVILLE, LLC
ATTORNEYS AT LAW
11 OAK STREET
BIRMINGHAM, ALABAMA 35213-4218
TELEPHONE (205) 871-8183
FACSIMILE (205) 871-8184

FRANK C. GALLOWAY III
JOHN G. SOMERVILLE

May 1, 2008

Via Facsimile Transmission 879-6913

Ms. Dana Ol Hazen, AICP
City Planner
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

Via Facsimile Transmission 254-3987

Carl E. Johnson Jr., Esq.
Bishop, Colvin, Johnson & Kent
1910 1st Avenue North
Birmingham, AL 35203-4006

Re: Mountain Brook Village Chevron Property

Dear Dana and Carl:

Please allow this letter to serve as confirmation, that I, as scrivener of the Declaration of Restrictive Covenants recorded in the Office of the Judge of Probate of Jefferson County Alabama in Book 2000805 at Page 17284, by Libertae Vitae, LLC, will effect the execution and recordation of a scrivener's affidavit showing that the total number of new parking spaces to be created by this new development is sixteen, rather than the eighteen that is set forth in the aforesaid recorded covenant. It is my understanding that with the transmission of this letter, all should be in order for the issuance of a building permit for this project.

Please let me know promptly if I am mistaken in this understanding.

Sincerely,

Frank C. Galloway III

FCGIII/jig

cc: Mr. Robert R. Jolly, Jr. (Via Facsimile Transmission 313-3677)

05/01/2008 12:10 FAX 2058712184 GALLOWAY AND SOMERVILLE 003

STATE OF ALABAMA)
JEFFERSON COUNTY)

This document was drafted by:
Frank C. Galloway III,
Galloway & Somerville, LLC
11 Oak Street
Birmingham, AL 35213

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, LIBERTAE VITAE, LLC ("Declarant") is the owner of the following described real property, located in the City of Mountain Brook, Alabama (the "City") in Jefferson County, Alabama which is presently zoned Local Business District:

See Exhibit A (the "Property")

WHEREAS, there was a former service station located on the Property and Declarant desires to develop a 7,000+ leaseable square feet two-story building on the Property consisting of approximately 4,338 square feet leaseable downstairs and 2,662 square feet leaseable upstairs; and

WHEREAS, as part of such development, Declarant plans to create 18 parking spaces for the Property, which amount is less than the number of parking spaces required by the City Code, but is an increase from the Property's prior use; and

WHEREAS, Declarant desires to impose certain restrictive covenants on the Property so as to confirm that the development and uses thereof shall be such that the uses will not create an undue burden on the parking capacity in Mountain Brook Village;

NOW THEREFORE, in consideration of the City Planning Commission approving Declarant's requested "Exception to the Parking Requirements for Local Business District Zoning" (the "Exception") Declarant hereby acknowledges the receipt and sufficiency of such consideration and does hereby impose on the Property the following restrictions, limitation and covenants which shall inure to said land and run with said land until or unless the Property is (i) rezoned to another zoning district, (ii) is resurveyed with other land so as to negate the need for the Exception, (iii) the City's relevant codes and/or regulations are modified so that the Exception is no longer needed, or (iv) the improvements on the Property are modified so that the Exception is no longer needed, at which time the covenants set forth below shall become null and void.

Restrictive Covenants: Any second story space (including, but not limited to balcony space) located on the Property is hereby restricted to be used for restaurant purposes as defined and allowed under the City Zoning Code for Local Business District. Provided, however, such facility shall not be open for business on any weekday or Saturday prior to 4:30 p.m. Such restriction for opening for business

ORDINANCE NO. 2045

AN ORDINANCE AMENDING CHAPTER 30 OF THE CITY CODE RELATING TO THE MUNICIPAL COURT

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama that Chapter 30 of the City Code shall be amended to add the following provisions:

Section 1. Section 30 of the City Code shall be amended by inserting two additional provisions as Section 30-7 and Section 30-8, as follows:

Sec. 30-7. Failure to appear in court.

- (a) It shall be unlawful for a defendant in the municipal court of the City of Mountain Brook, whether at liberty under bond or on his or her own recognizance, to fail to appear in court on the day set for the hearing of his or her case.
(b) Penalty. Any person who violates this section by failing to appear in court on the day set for the hearing of the case shall be punished by a fine not to exceed \$500.00 and/or a sentence of imprisonment or hard labor for the city for a period not to exceed six months at the discretion of the court.

Sec. 30-8. Failure to comply with the orders of the court.

- (a) It shall be unlawful for a defendant in the municipal court of the City of Mountain Brook to fail to comply with the orders of the court to include (i) the payment of any installment when the court permits the payment of fines or other imposed costs in installments; (ii) the payment of any fine or other imposed costs by the court ordered date when the court has continued the case to a date certain for the defendant to make such payment(s); (iii) participation in the court referral program, counseling, or the performance of community service; or (iv) any other order of the court.
(b) Arrest warrant. A warrant shall be issued for the arrest of any defendant who fails to pay his or her fine or any installment thereof, to the extent the court permits payment upon installments, on the date ordered by the municipal court, or who otherwise fails to comply with any order of the court to which the defendant is subject.
(c) Penalty. Any person who violates this section by failing to comply with an order to which he or she is subject shall be punished in accordance with the court's discretion and statutory authority to enforce the orders of the municipal court.

Section 2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 3. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to

invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 4. Effective Date. This section shall become effective immediately upon adoption and publication as provided by law.

ADOPTED: This 13th day of May, 2019.

APPROVED: This 13th day of May, 2019.

Council President

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama at its meeting held on May 13, 2019, as same appears in the minutes of record of said meeting, and published by posting copies thereof on May 14, 2019, at the following public places, which copies remained posted for five (5) days as required by law.

City Clerk

[This page is blank intentionally.]