



## **Board of Zoning Adjustment**

### **BOARD OF ZONING ADJUSTMENT**

**February 27th, 2024**

**Pre-meeting – 3:30 p.m. (7<sup>th</sup> Floor)**

**Meeting – 4:00 p.m. (Council Chambers)**

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## **MINUTES JANUARY 2024**

**MEMBERS PRESENT:** Delayne Dean, Mr. Chester Ayers, and Mr. Mark McCurry

**SUPERNUMERARIES:** Mr. Jeremy Goforth,

**COPIED TO:** Mr. George Allen

**OTHERS PRESENT:** Mrs. Ruth Priest, Assistant City Attorney  
Mr. Tommie Williams, Planning Department  
Mr. Bob Sims, Building Inspector  
Mr. John Waggoner, Building Inspector and Recorder

Chair, Delayne Dean called the meeting to order at 4:05 p.m. in the Council Chambers on the first floor at City Hall.

Chair asked that role be called. Present as noted above.

Chair asked if the November minutes required any corrections. There were no corrections made. Mr. Brad Townson motioned to approve the minutes, Mr. Mark McCurry seconded the motion. On a voice vote, all yes, the motion carried. The minutes from the November 2023 meeting were approved.

### **CASE NO. 1**

Application and appeal of an administrative decision to deny Calvin Washington a certificate of occupancy for non-compliance of Section 25-11 and 25-16 (2) (b) of the Zoning Ordinance in order to provide 88 spaces of off street/off premise parking for an event center located at 211 West Moulton Street SW. Property for the event center is zoned B-1 Business District.

Chair asked to hear this case at the end of the meeting.

Nathan Tomberlin with Pugh Wright McAnally presented the case to the Board. Mr. Tomberlin stated his address is 310 8<sup>th</sup> Avenue Ne. and would be representing Calvin Washington. Mr. Tomberlin asked to table this case until next month's agenda. Routh Priest asked for Mr. Tomberlin to fill in the application as representative.

### **CASE NO. 2**

Application and appeal of an administrative decision to deny Kanavis Lee a home occupation in order to operate a home office for a mobile bar located at 514 Tammy Street SW. The property for the home occupation is zoned R-2 Residential Single Family District.

Kanavis Lee presented this case to the Board. Mr. Lee stated his address as 514 Tammy Street SW. Mr. Lee stated he would like to park his enclosed Pepsi Cola trailer at the residence.

Chair asked if there any questions from the Board. Chester Ayers asked if the trailer had any advertisements or if it is a solid color. Mr. Lee stated the trailer has no advertisements and is a solid color. Chair asked if the residence has a garage or carport. Mr. Lee stated no, the trailer would be parked on the side of the house. Chair stated Home Occupations are typically granted based on the use of one room in the home for an office with no storage of equipment.

Chair asked for questions from the Board. None. Chair asked for Public comments. None. Chair asked for Building Department comments. None. Chair asked for Planning Department comment. None. Chair closed call for public testimony. Chair asked the Board for its ruling. Mark McCurry made a motion to vote on the variance. Chester Ayers made a second. Chair called for role. All yes, the motion was approved.

### **CASE NO. 3**

Application and appeal of an administrative decision to deny Javier E Romero a home occupation in order to operate a general printing business located at 611 Martha Street SW. The property for the home occupation is zoned R-1 Residential Single Family District.

Javier Romero presented this case to the Board. Mr. Romero stated his address is 611 Martha Street SW. Mr. Romero stated he would like to open a printing business in the back of the home. Mr. Romero stated he would like to print signs and banners. Chair asked the size of the equipment. Mr. Romero stated small printers. Chair stated manufacturing is not allowed at the home. Chair stated you cannot run printers twenty four hours a day causing a nuisance to the neighbors. Mr. Romero stated four (4) feet banners would be the largest size. Mr. Romero stated the operation would remain small at the residence and hopes to move into a business location in the future. Chair stated you cannot advertise at the home. Chair stated you may have a sign on the vehicle so long it does not contain the home address. Chair stated you cannot have employees or customers visit the residence. Chair stated the Home Occupation should be unnoticeable to the neighbors.

Chair asked if there were questions from the Board. None. Chair asked for Public comments. None. Chair asked for comments from the Building Department. Bob Sims asked if the enclosure for the printing business was a separate building or attached to the home. Mr. Romero stated the enclosure is under the same roof as the home. Bob Sims stated the quantity of signs to be produced must be indicative of the use of one room in the home. Mr. Romero stated he understood. Chair asked for comments from the Planning Department. None. Chair closed call for public testimony. Chair asked the Board for its ruling. Chester Ayers made a motion to vote on the variance. Mark McCurry made a second. Chair called for role. All yes, the motion was approved.

#### **CASE NO. 4**

Application and appeal of Posey and Cameron Horton III for a fourteen foot (14') front yard setback variance from Section 25-10.10 (2) (c) of the Zoning Ordinance in order to construct a new detached single family dwelling located at 703 Fink Street NW. The property for the set-back variance is zoned R-3 Residential Single Family District.

Mr. David Fagerman with X-Ram presented this case before the Board. Mr. Fagerman stated he was representing the Horton's. Mr. Fagerman stated his address is 560 Pine Street. Mr. Fagerman stated the previous home has been demolished. Mr. Fagerman stated his client would like to build a new home that would encroach less into the front yard set-back than the previous home. Mr. Fagerman stated the previous home encroached into the set-back about sixteen feet.

Chair asked for questions from the Board. None. Chair asked if previous home was non-conforming and was built before the ordinance was in place. Mr. Fagerman stated yes. Chair asked if the new home would conform more closely to the ordinance than the previous home. Mr. Fagerman stated yes. Chair asked for Public comments. None. Chair asked for Building Department comments. None. Chair asked for Planning Department comment. None. Chair closed call for public testimony. Chair asked the Board for its ruling. Jeremy Goforth made a motion to vote on the variance. Mark McCurry made a second. Chair called for role. All yes, the motion was approved.

#### **CASE NO. 5**

Application and appeal of Responsible Partners, LLC for a sign variance from Section 25-77 (c) (1) in order to replace an existing painted sign located at 609 Bank Street NW. The property for the sign variance is zoned B-5 Central Business District.

Mr. Michael Lacascio with Responsible Partners LLC presented this case before the Board. Mr. Lacascio stated he owns the business at 609 Bank Street NW. Mr. Lacascio stated he would like to redo the previous Coca Cola wall mural. Mr. Lacascio stated Coca Cola would provide the paint so the mural would match the year of the building. Mr. Lacascio stated Coca Cola approached them about the mural because they will be losing the mural where the Brick is when the parking lot goes up. Chair asked what was on the old mural. Mr. Lacascio stated the mural was actually a Coke sign for the old furniture store.

Chair asked for questions from the Board. Chair asked if Coke products will be sold at the store. Mr. Lacascio stated yes. Chair stated you must sell Coke products from your store, otherwise the sign would be off-premise advertising. Chair asked for the rough dimensions of the wall for the proposed sign. Mr. Lacascio stated the wall is eighteen feet by fifty feet long. Chair asked for other questions from the board. Jeremy Goforth asked Bob Sims for the normal allowance of a wall sign. Bob Simms stated it is up to 200 square feet and ten percent of the wall facing. Bob Sims stated the wall is 900 square feet and asked for the size of the proposed sign. Jeremy Goforth stated the sign is about 540 square feet which is about triple the allowance. Bob Sims stated the proposed sign is 340 square feet over the maximum allowed and the wall would have

to be 2,000 square feet. Bob Sims stated the applicant is asking to put the sign back in the original location. Tommie Williams asked if the new sign would be bigger than the old sign. Chester Ayers stated the new sign will be smaller.

Chair asked for questions from the Board. None. Chair asked for comments from the Public. None. Chair asked for comments from Building Department. None. Chair asked for comments from Planning Department. Tommie Williams asked what size sign would be allowed. Bob Sims stated 90 square feet would be allowed. Jeremy Goforth stated if the sign was much smaller than requested it would not cover up the old sign and the business name is at the top of the sign. Chair asked for any more comments from the Planning Department. None. . None. Chair closed call for public testimony. Chair asked the Board for its ruling. Mark McCurry made a motion to vote on the variance. Jeremy Goforth made a second. Chair called for role. All yes, the motion was approved.

## **CASE NO. 6**

Application and appeal of Frank Pate for a seven foot (7') rear yard variance from Section 25-10.9 (2) (d) of the Zoning Ordinance in order to construct a rear covered patio located at 4303 Jade Circle SE. The property for the set-back variance is zoned R-2 Residential Single Family District.

Frank Pate presented this case before the Board. Mr. Pate stated his address is 1710 Eastwood Drive SE. Mr. Pate stated he is representing Michael McLeod whose address is 4303 Jade Circle. Chair asked Mr. Pate to correct the address for appeal on the application before leaving. Mr. Pate stated the owner was wanting a new screen porch to be constructed on the back of the house. Mr. Pate stated the porch would be 7 feet over the 40 foot rear yard set-back.

Chair asked for questions from the Board. None. Chair asked if this home is in a HOA neighborhood. Mr. Pate stated yes and the HOA has approved this addition. Mr. Pate stated the homes to the rear of the property are zoned R-3 and have a 35 foot rear yard set-back. Chair stated the HOA approval was necessary for this project.

Chair asked for questions from the Board. None. Chair asked for Public comments. None. Chair asked for Building Department comments. Bob Sims asked Mr. Pate to complete the application. Chair asked for Planning Department comment. None. Chair closed call for public testimony. Chair asked the Board for its ruling. Chester Ayers made a motion to vote on the variance. Jeremy Goforth made a second. Chair called for role. All yes, the motion was approved.

Meeting adjourned at 5:05 p.m.

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DeLayne Dean, Chair

## **AGENDA**

### **CASE NO. 1**

Application and appeal of Trav-Ad Signs from Section 25-73 (2) for a sign area variance for on premise directional signs for Westmeade Baptist Church located at 2030 Beltline Road SW. This property is designated M-1A Expressway Commercial Zoning District. The variance request for the directional signs is as follows:

- Twenty six (26) square feet area variance to install one (1) thirty (30) square feet directional sign.
- Eight (8) square feet area variance to install six (6) directional signs.

Case No. 7 was advertised in November 2023 with an incorrect address and zoning designation, the case passed with all YES votes. The corrections are reflected in the above Case No. 1.

### **CASE NO. 2**

Application and appeal of Slims Chickens from Section 25-77 (e) (1) for a sign area variance of two hundred twenty seven (227) square feet to install a die-cut/metal/non-lighted/wall décor sign located at 1005 Beltline Road SW. The property for the sign area variance is designated M-1A Expressway Commercial Zoning District.

### **CASE NO. 3**

Application and appeal of Trav-Ad Signs from Section 25-77 (e) (2) for a sign area variance of one hundred and ten (110) square feet to install attached on premise signs located at 809 Beltline Road SW. The property for the sign area variance is designated M-1A Expressway Commercial Zoning District.

### **CASE NO. 4**

Application and appeal of an administrative decision to deny Calvin Washington a certificate of occupancy for non-compliance of Section 25-11 and 25-16 (2) (b) of the Zoning Ordinance in order to provide 88 spaces of off street/off premise parking for an event center located at 211 West Moulton Street SW. Property for the event center is zoned B-1 Business District.

Application and appeal of Calvin Washington from section 25-16 (9) for a landscaping and lighting variance to provide parking for an event center located at 211 West Moulton Street SW. The proposed parking area is located at 212 1<sup>st</sup> Avenue SW and is designated M-2 General Industry Zoning District.

### **CASE NO. 5**

Application and appeal of Texas Roadhouse from section 25-77 (e) for a sign area variance of ninety (90) square feet to install attached LED lighted signs located at 1006 Beltline Road SE.

The property for the sign area variance is designated M-1A Expressway Commercial Zoning District.

**CASE NO. 6**

Application and appeal of an administrative decision to deny AAA Pawn Shop a certificate of occupancy for non-compliance of Section 25-12 of the Zoning Ordinance to operate a business licensed under the Pawn Shop Act located at 1520 A West Moulton Street. AAA Pawn Shop is requesting a variance from 25-13 to move the business to an adjacent suite in the same building. The property for the pawn shop is designated M-1 Light Industry Zoning District.



6

# 1



402 Lee St NE 1<sup>st</sup> Floor Council Chamber

Board of Zoning Adjustment

APPLICANT: TRAN-AD SIGNS  
MAILING ADDR: 58 SHIELDS RD  
CITY, STATE, ZIP: HUNTSVILLE, AL 35811  
PHONE: 256-536-4232

PROPERTY OWNER: WESTMEADE BAPTIST CHURCH  
OWNER ADDR: 2030 BELTLINE RD SW  
CITY, STATE, ZIP: DECATUR, AL 35601 PHONE: 256-565-9907

ADDRESS FOR APPEAL: 2030 BELTLINE RD SW

NATURE OF APPEAL:

- ☐ HOME OCCUPATION ☐ SETBACK VARIANCE ☒ SIGN VARIANCE  
☐ USE PERMITTED ON APPEAL ☐ APPEAL OF ADMINISTRATIVE DECISION  
☐ OTHER ☐ SURVEY FOR VARIANCES ATTACHED ☒ DRAWINGS FOR VARIANCES ATTACHED

\*\*\*\*\*Applicants or Duly Appointed Representative MUST be present in order

For the case to be heard\*\*\*\*\*

DESCRIBE APPEAL IN DETAIL: (INCLUDE DIMENSIONS, # FT FOR VARIANCES; # FOR PARKING; HARDSHIP; TYPE OF BUSINESS)

THE CHURCH'S HARDSHIP IS DIRECTING TRAFFIC AND ATTENDEES TO CORRECT LOCATIONS ON CAMPUS - THEY ARE SEEKING A SIZING VARIANCE ON (7) DIRECTIONAL POST SIGN PANELS - WHERE THE SIGNS ARE PLACED AND WITH THE DATA SUBMITTED ON THE DRAWINGS, THERE DO NOT PRESENT CONCERNS WITH VISIBILITY. THE ALLOWANCE IS 4 SF PER SIGN (28 SF) AND THE CHURCH IS ASKING FOR A TOTAL OF 102 SF - 1270 SF / 6 @ 12 SF

Applicant Name (print) BEN TINLEY  
Signature [Signature]  
Representative Name (print) KEN CORNER  
Signature [Signature]  
Date 11/08/2023

If applicant is using a representative for the request both signatures are required

Office Use Received By: \_\_\_\_\_  
Zone \_\_\_\_\_  
Hearing Date \_\_\_\_\_  
Approved/Disapproved \_\_\_\_\_

CASE NO. 1 2030 BELTLINE RD. SW

Ken Comer, with Trav-Ad-Signs, presented this case before the Board. Mr. Comer stated he is presenting this case and case 7 for Westmeade Baptist Church. Mr. Comer introduced Senior Pastor Mr. Calpin and Church representative Ben Tinley. Mr. Comer covered the scope of work indicated in the application and its attachments. Ms. Dean asked Mr. Comer if page 57 of the agenda package includes what is being asked in the application. Mr. Comer confirmed yes. Chair asked if there were questions from the Board. Mr. Brad Townson asked if this case was asking a variance to allow two on-premises signs versus one. Mr. Bob Sims confirmed the application is asking for a second sign. Mr. Comer stated both signs are 14.5 square feet total. Chair asked if there were any more questions from the Board. None. Chair asked for Public comments. None. Chair asked for comments from the Building Department. None. Chair asked for comments from the Planning Department. None. Chair closed call for public testimony. Chair asked the Board for its ruling. Mr. Mark McCurry made first motion to vote. Mr. Mike Maurer made second. All yes votes.

#### **CASE NO. 7**

Application and appeal of Trav-Ad Signs from Section 25-73 (2) for an area variance for on premises directional signs as follows located at Westmeade Baptist Church Building located at 1626 Runnymede Avenue. The property is located in an R-4 Multifamily Residential Zoning District.

- 26 square foot area variance to install 1 30 square foot directional sign.
- 8 square foot area variance to install 6 directional signs.

The property is located in an R-4 Multifamily Residential Zoning District.

Mr. Bob Sims stated (You Tube 42:25;

[https://www.youtube.com/live/0bC0i3rVOBg?si=EewJqBg1GAIPQS\\_m&t=2545](https://www.youtube.com/live/0bC0i3rVOBg?si=EewJqBg1GAIPQS_m&t=2545)) this property is located in an M-1-A zoning district. Ken Comer, with Trav-Ad-Signs, presented this case before the Board. Mr. Comer covered the scope of work indicated in the application and its attachments. Chair asked if there were questions from the Board. Ms. DeLayne Dean asked if all signs, with the exception of the sign that is near the volleyball court, are they close to buildings, not in the parking lot, not in drive aisles. Mr. Comer stated the sign to the right of the main entrance will be mounted near the portico, about 15 feet from portico. Mr. Comer stated there was one sign in a parking lot island. Chair asked for Public comments. None. Chair asked for comments from the Building Department. Mr. Bob Sims clarified the term directional signs as found in the zoning ordinance. Chair asked for comments from the Planning Department. None. Chair closed call for public testimony. Chair asked the Board for its ruling. Mr. Mark McCurry made first motion to vote. Mr. Mike Maurer made second. All yes votes.

#### **CASE NO. 8**

Application and appeal Two Capital Partners (C/O Zach Moore) for a 28 foot front yard setback variance from Section 25-12 and 25.21.1 of the Zoning Ordinance in order to allow:

- The proposed building align with the Krispy Kreme building.
- Allow stacking of cars on lot 2 allowing access to the property from the rear of the property.

The property is located at 1646 Beltline Road SW in a M-1A Expressway Commercial Zoning District.



402 Lee St NE 1<sup>st</sup> Floor Council Chamber

Board of Zoning Adjustment

#1

APPLICANT: Slim Chickens  
MAILING ADDR: 1005 Beltline Rd  
CITY, STATE, ZIP: Decatur, AL 35601  
PHONE: (256) 800-3869

PROPERTY OWNER: Simply Slims AL LLC DBA Slim Chickens  
OWNER ADDR: 1005 Beltline Rd  
CITY, STATE, ZIP: Decatur, AL 35601 PHONE: \_\_\_\_\_

ADDRESS FOR APPEAL: 1005 Beltline Rd Decatur, AL 35601

NATURE OF APPEAL:

- ☐ HOME OCCUPATION ☐ SETBACK VARIANCE ☒ SIGN VARIANCE  
☐ USE PERMITTED ON APPEAL ☐ APPEAL OF ADMINISTRATIVE DECISION  
☐ OTHER ☐ SURVEY FOR VARIANCES ATTACHED ☐ DRAWINGS FOR VARIANCES ATTACHED

\*\*\*\*\*Applicants or Duly Appointed Representative MUST be present in order  
For the case to be heard\*\*\*\*\*

DESCRIBE APPEAL IN DETAIL: (INCLUDE DIMENSIONS, # FT FOR VARIANCES; # FOR PARKING; HARDSHIP; TYPE OF BUSINESS)

Customer would like decorative wall signage that is outside of allowable sqft. This signage is essential to the brand that Slim Chickens wants to provide to its customers such as fresh tenders, wings, house made sauces, etc.  
227 sqft of Die cut metal non-lighted wall decor signs.

Applicant Name (print) Slim Chickens  
Signature [Signature]  
Representative Name (print) General Sign Company  
Signature [Signature]  
Date 1-26-24

If applicant is using a representative for the request both signatures are required

Office Use Received By: [Signature]  
Zone M-1A  
Hearing Date 2/27/24  
Approved/Disapproved \_\_\_\_\_

CASE NO. 2 1005 BELTLINE RD. SW









#2

402 Lee St NE 1<sup>st</sup> Floor Council Chamber

Board of Zoning Adjustment

APPLICANT: Trav-Ad Signs  
MAILING ADDR: 58 Shields Rd  
CITY, STATE, ZIP: Huntsville, AL 35811  
PHONE: 256-536-4232

PROPERTY OWNER: Pinnacle Leasing & Management  
OWNER ADDR: 11770 Haynes Bridge, Suite 205-542  
CITY, STATE, ZIP: Alpharetta, GA 30009 PHONE: 770-597-1152

ADDRESS FOR APPEAL: 809 Beltline Rd

NATURE OF APPEAL:

- ☐ HOME OCCUPATION ☐ SETBACK VARIANCE ☒ SIGN VARIANCE  
☐ USE PERMITTED ON APPEAL ☐ APPEAL OF ADMINISTRATIVE DECISION  
☐ OTHER ☐ SURVEY FOR VARIANCES ATTACHED ☐ DRAWINGS FOR VARIANCES ATTACHED

\*\*\*\*\*Applicants or Duly Appointed Representative MUST be present in order

For the case to be heard\*\*\*\*\*

DESCRIBE APPEAL IN DETAIL: (INCLUDE DIMENSIONS, # FT FOR VARIANCES; # FOR PARKING; HARDSHIP; TYPE OF BUSINESS)

Appeal for a 109.3 sq/ft sign variance  
① 100 sq/ft total is allowed  
② 209.3 sq/ft of signage is proposed

Applicant Name (print) Frank H. Harts  
Signature [Signature] 7-7-24  
Representative Name (print) \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

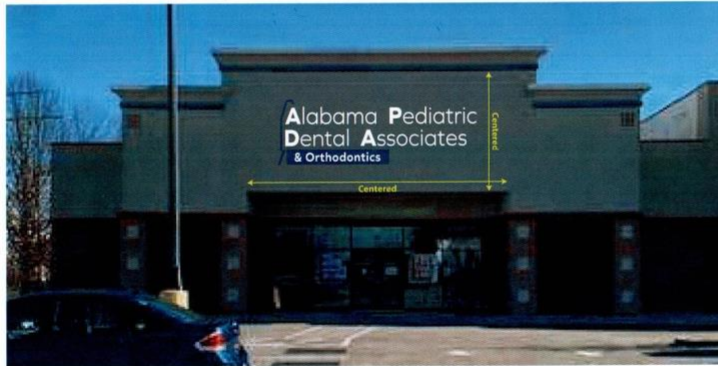
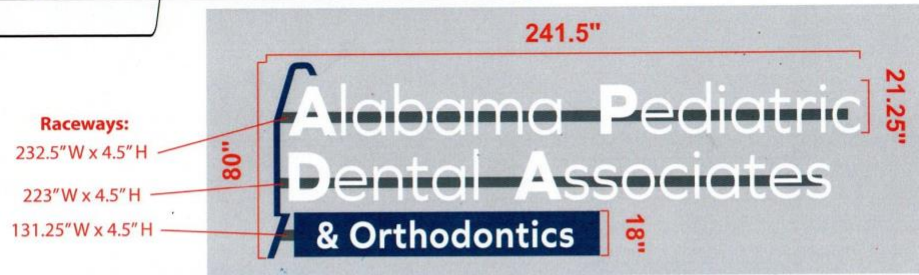
If applicant is using a  
representative for the  
request both signatures  
are required

Office Use Received By: [Signature]  
Zone M-1A  
Hearing Date 2/27/24  
Approved/Disapproved \_\_\_\_\_

CASE NO. 3 809 BELTLINE RD. SW

100290.1 Alabama Pediatric Dental Associates

ED



EXISTING



#### Illuminated Channel Letterset

Qty:(1)

Raceway mounted internally LED channel letterset.

☒ SF ☐ DF

3M 3630-187

Infinity Blue

White

Raceway: TBD

☐ Approved

☐ Approved as Corrected

☐ Revise and Resubmit

Sales Rep.: PH

Artist: BRS

Date: 1/22/24



This drawing is exclusive property of Trav-ad Signs and may not be handed over, copied or used by third parties. Our printers are color profiled and adjusted as needed to ensure excellent color output or pleasing color. Color does vary from your screen to print, as well as with different materials and output devices. To ensure accurate or color critical results, a press proof can be ordered for a fee of \$75. Pantone colors can be matched for a fee of \$50 per color. Pantone colors are matched by adjusting CMYK process values within the file to produce the closest match possible. Please refer to color matching section located above to see if we have the

Picture 1



300"

36"

ALABAMA PEDIATRIC DENTAL  
& ORTHODONTICS

16"

EXISTING

**Relocation & Modification Channel Letterset**

Qty: (1)

Remove letterset and raceway from Sandlin Rd, modify and relocate to the Beltline Rd location.

\*Raceway mounted

☒ SF ☐ DF

☐ White

☐ Raceway: TBD

☐ Approved

☐ Approved as Corrected

☐ Revise and Resubmit

Sales Rep.: PH

Artist: BRS

Date: 1/24/24



This drawing is exclusive property of Trav-ad Signs and may not be handed over, copied or used by third parties. Our printers are color profiled and adjusted as needed to ensure excellent color output or pleasing color. Color does vary from your screen to print, as well as with different materials and output devices. To ensure accurate or color critical results, a press proof can be ordered for a fee of \$75. Pantone colors can be matched for a fee of \$50 per color. Pantone colors are matched by adjusting CMYK process values within the file to produce the closest match possible. Please refer to color matching section located above to see if we have for

Picture 2



402 Lee St NE 1<sup>st</sup> Floor Council Chamber

Board of Zoning Adjustment

APPLICANT: Calvin L Washinton  
MAILING ADDR: 1937 S Brown Stone CT SW  
CITY, STATE, ZIP: Decatur, AL 35603  
PHONE: \_\_\_\_\_

PROPERTY OWNER: Calvin L Washington  
OWNER ADDR: 1937 S Brownstone CT SW  
CITY, STATE, ZIP: Decatur, AL 35603 PHONE: \_\_\_\_\_

ADDRESS FOR APPEAL: 211 West Moulton Street Decatur, AL 35601

**NATURE OF APPEAL:**

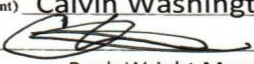
- ☐ HOME OCCUPATION      ☐ SETBACK VARIANCE      ☐ SIGN VARIANCE  
☐ USE PERMITTED ON APPEAL      ☐ APPEAL OF ADMINISTRATIVE DECISION  
☐ OTHER      ☐ SURVEY FOR VARIANCES ATTACHED      ☒ DRAWINGS FOR VARIANCES ATTACHED

**\*\*\*\*\*Applicants or Duly Appointed Representative MUST be present in order**

**For the case to be heard\*\*\*\*\***

**DESCRIBE APPEAL IN DETAIL:** (INCLUDE DIMENSIONS, # FT FOR VARIANCES; # FOR PARKING; HARDSHIP; TYPE OF BUSINESS)

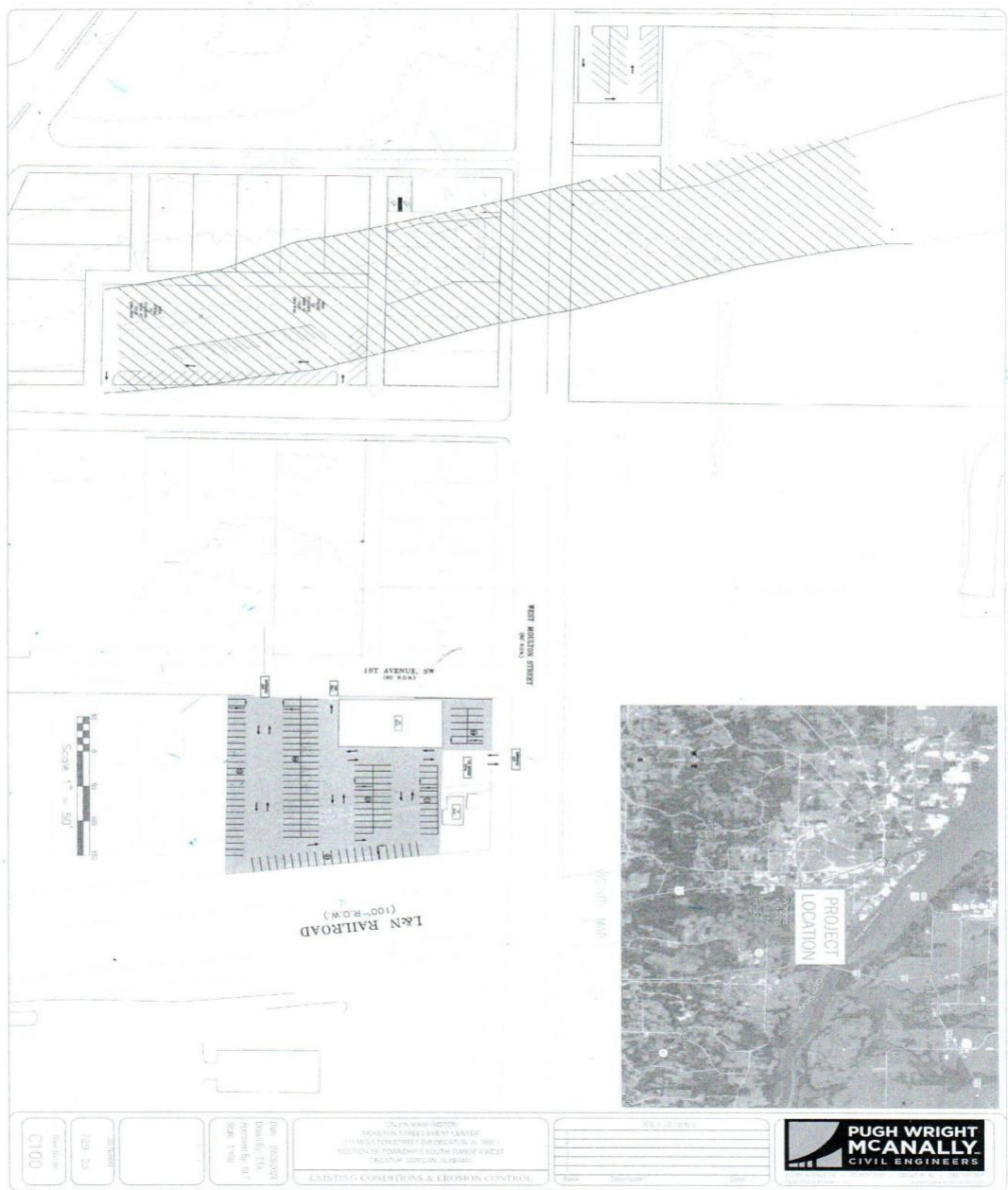
Requesting offsite parking for business, landscaping variance, and lighting variance. Proposed business located at 211 West Moulton Street is an existing structure with very limited parking. Applicant is seeking a variance for offsite parking at 212 1st Ave to accomodate overflow parking as needed. As part of this variance applicant is requesting a variance to landscaping and lighting requirements for overflow parking

Applicant Name (print) Calvin Washington  
Signature   
Representative Name (print) Pugh Wright Mcanally Inc  
Signature Nathan Tomberlin  
Signer ID: RYD99EBK11...  
Date 2-9-2024

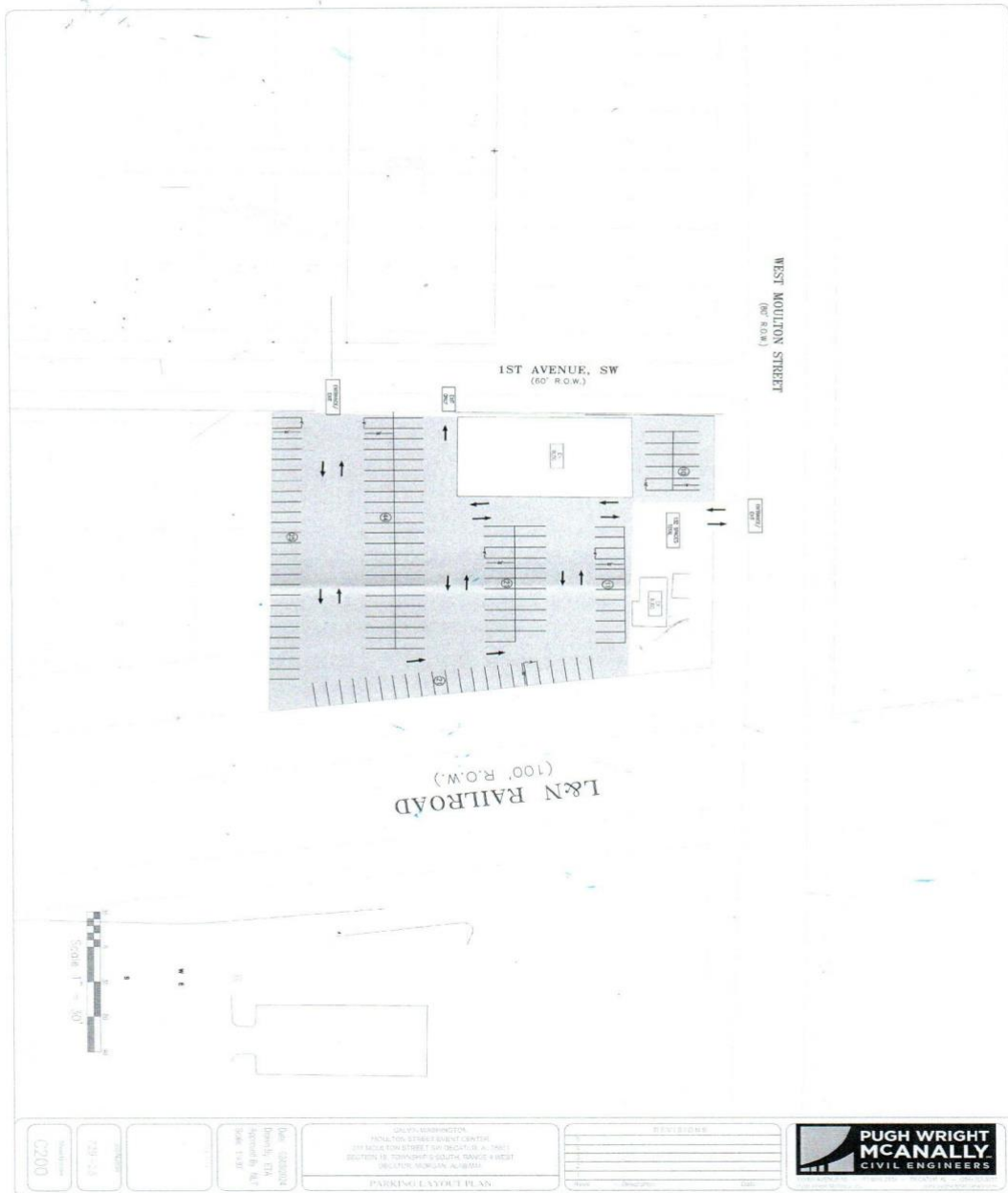
If applicant is using a  
representative for the  
request both signatures  
are required

Office Use Received By: \_\_\_\_\_  
Zone \_\_\_\_\_  
Hearing Date \_\_\_\_\_  
Approved ☒ Disapproved ☐

**CASE NO. 4 211 WEST MOULTON ST. SW**



# Existing Conditions & Erosion Control



Parking Layout Plan



## LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of the 8<sup>th</sup> day of February 2024, by and between **Rodney Gordon**, with an address of **212 1<sup>st</sup> Avenue SW, Decatur, Alabama 35601**, hereinafter referred to as "Landlord", and **Optimum** with an address of **211 West Moulton Street, Decatur, Alabama 35601**, hereinafter referred to as "Tenant", whether one or more.

### WITNESSETH:

That, for and in consideration of the mutual covenants and agreements herein contained, Landlord and Tenant do hereby covenant and agree as follows:

## ARTICLE 1 DEFINITIONS AND ATTACHMENTS

### SECTION 1.1

As used herein, the term:

- A. "Premises" means that property generally described as **212 1<sup>st</sup> Avenue SW, Decatur, AL 35601**.
- B. "Term" means a period of **Five (5) year** as further defined in Section 3.1:
  - (1) "Commencement date" means **February 8, 2024**.
  - (2) "Termination date" means **February 7, 2029**.
- C. "Permitted use" means the operation of a **parking lot**. Any variation or deviation from the permitted use expressly set forth above shall be deemed an event in default of this Lease.
- D. "Monthly basic rental" means **\$0.00 per month**.

## ARTICLE 2 PREMISES

### SECTION 2.1 - Demise

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, the premises as set forth in SECTION 1.1 above, which Landlord and Tenant hereby conclusively agree represents Tenant's area for all purposes of this Lease.

Notwithstanding anything to the contrary contained herein, the premises have been inspected by Tenant who shall be deemed to have accepted the same as existing as the date Landlord delivers the premises to Tenant.

## ARTICLE 3 TERM

### SECTION 3.1 - Term

The term of this Lease shall commence on **February 8, 2024**.

### SECTION 3.2 - N.A.

### SECTION 3.3 - Termination

This Lease shall terminate on the termination date or at the end of any extension or renewal thereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the premises and agrees that Landlord shall be

entitled to benefit of all provisions of law respecting the recovery of possession of the premises from a tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding Tenants against Landlord founded upon delay by Landlord in delivering possession of the premises to such succeeding Tenant.

#### **SECTION 3.4 - Holding Over**

If Tenant shall be in possession of the premises after the termination date, in the absence of any written agreement extending the term hereof, the tenancy under this Lease shall become one from month to month, terminable by either party on thirty (30) days' written notice, at a monthly rental equal to \$0.00. Such month-to-month tenancy shall also be subject to all other conditions, provisions and obligations of this Lease. Tenant shall not interpose any counter claim or counter claims in summary proceeding or other action based on hold over.

#### **ARTICLE 4** **USE**

#### **SECTION 4.1 - Prompt Occupancy and Use**

Tenant shall occupy the premises upon commencement of the Term and thereafter will continuously use the premises for the permitted use and for no other purpose or use whatsoever.

#### **ARTICLE 5** **RENTAL**

#### **SECTION 5.1 - Monthly Basic Rental**

Monthly basic rental shall be payable without prior demand, deduction or offset in equal monthly installments in advance on the first day of each full calendar month during the term.

#### **SECTION 5.2 - Payment of Rental**

Tenant shall pay all rental when due and payable, without any setoff, deduction or prior demand therefore whatsoever. If Landlord has not received from Tenant any rental **within five (5) days after the same is due, Tenant shall become obligated to pay a late payment charge equal to Ten Percent (10%) of any rental payment not paid.** If Landlord has not received from Tenant any rental **within ten (10) days after the same is due, Tenant shall become obligated to pay a late payment charge equal to an additional \$25.00 per day, plus 10% of the monthly payment.**

#### **ARTICLE 6** **MAINTENANCE, REPAIRS AND ALTERATIONS**

#### **SECTION 6.1 - N.A.**

#### **SECTION 6.2 - N.A.**

#### **ARTICLE 7** **UTILITIES**

#### **SECTION 7.1 - Utilities**

Landlord hereby agrees and acknowledges the duty to pay for all utilities used at the premises for any purpose.

#### **ARTICLE 8** **INDEMNITY AND INSURANCE**

#### **SECTION 8.1 - Indemnity by Tenant**

To the fullest extent permitted by law, Tenant shall indemnify, hold harmless and defend Landlord from and against any and all claims, actions, damages, liability and expense, including, but not limited to, attorneys and other professional fees, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the premises, or any part thereof, occasioned wholly or in part by any act or omission of Tenant, its officers, agents, contractors, employees or invitees.

#### **SECTION 8.2 - Landlord Not Responsible for Acts of Others**

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by and through the acts or omissions of any individual unless that individual be an agent or employee of Landlord.

#### **SECTION 8.3 - Tenant's Insurance**

At all times after the execution of this Lease, Tenant will carry and maintain, at its expense;

- A. Public liability insurance, including, but not limited to, insurance against assumed or contractual liability under this Lease, with respect to the premises, to afford protection with limits, for each occurrence of not less than One Million Dollars (\$1,000,000.00), with respect to personal injury or death and Five Hundred Thousand (\$500,000.00), with respect to property damage; **Tenant will provide Certificate of Liability Insurance showing Rodney Gordon as a Named Additional Insured, prior to occupying the premises.**
- B. If and to the extent required by law, workmen's compensation or similar insurance in forms and amounts required by law.

#### **SECTION 8.4 - Tenant's Contractor's Insurance**

Tenant shall require any contractor performing work on the premises to carry and maintain at no expense to the Landlord, insurance as follows:

- A. Comprehensive general liability insurance, including, but not limited to, contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement, and contractor's protective liability coverage, to afford protection with limits for each occurrence of not less than One Million Dollars (\$1,000,000.00), with respect to personal injury or death, and Five Hundred Thousand Dollars (\$500,000.00), with respect to property damage; and
- B. Workmen's compensation or similar insurance in forms and amounts required by law.

#### **SECTION 8.5 - LANDLORD'S INSURANCE**

Landlord will be responsible for Landlord's casualty insurance covering the building and improvements.

#### **SECTION 8.6 - Policy Requirements**

The company or companies writing any insurance which Tenant is required to carry and maintain or caused to be carried or maintained pursuant to SECTIONS 8.3 and 8.4, as well as the form of such insurance shall at all times be subject to Landlord's approval and any such company or companies shall be liable to do business in the state in which the premises are located. **Public liability and all-risk property and casualty insurance policies evidencing such insurance shall name Landlord, or its designee, as additional insured and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days' written notice to Landlord or its designee.**



**ARTICLE 9**  
**ASSIGNMENT**

**SECTION 9.1 - Prohibited**

Tenant will not assign this Lease, in whole or in part, nor sublet all or any part of the premises, without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

**ARTICLE 10**  
**DEFAULT**

**SECTION 10.1 - Event of Default Defined**

Any one or more of the following events shall constitute an "event of default":

- A. The commencement of a case under any Chapter of the Federal Bankruptcy Code by or against Tenant or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant as bankrupt or insolvent, unless the petition is filed or a case commenced by a party other than Tenant and withdrawn or dismissed within thirty (30) days after the filing.
- B. The failure of Tenant to pay any rental or any other sum of money within five (5) days after the same is due hereunder.
- C. The vacating or abandonment of the premises by Tenant at any time during the term of this Lease.
- D. Default by Tenant in the performance or observance of any covenant or agreement of this Lease (other than the default involving the payment of money), which default is not cured within ten (10) days after the giving of notice thereof by Landlord, unless such default is of the nature that it cannot be cured within such ten (10) day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such ten (10) day period, and shall thereafter diligently prosecute the curing of same to the satisfaction of Landlord.

**SECTION 10.2 - Remedies**

Upon the occurrence and continuance of an event of default, Landlord without notice to Tenant in any instance may do any one or more of the following:

- A. With or without judicial process, enter the premises and take possession of any and all goods, inventory, equipment and fixtures and all other personal property of Tenants situated in the premises, without liability for trespass or conversion. Landlord shall have a landlord's lien upon all fixtures, equipment, inventory and movables of Tenant upon the premises for any sums due Landlord hereunder. Landlord may distrain Tenant's property for any sums due hereunder.
- B. Elect to terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant, and may reenter the premises, without the necessity of legal proceedings, and may remove Tenant and all other persons and property from the premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.
- C. Exercise any other legal or equitable right or remedy which it may have, including the right to accelerate the rent for the remaining term of this lease.



- D. Any costs and expenses incurred by Landlord (including, without limitation, attorney's fees), and enforcing any of its rights or remedies under this Lease shall be deemed to be additional rental and shall be repaid to Landlord by Tenant upon demand.

**ARTICLE 11**  
**NOTICES**

**SECTION 11.1 - Sending of Notices**

Any notice, requests, demand, approval or consent, given or required to be given under this Lease shall be in writing and shall be deemed to have been given as when deposited in the United States Mail to the respective addresses listed above.

**ARTICLE 12**  
**MISCELLANEOUS PROVISION**

**SECTION 12.1 - Property Taxes**

Property Taxes will be the responsibility of the Landlord.

**SECTION 12.2 - Modification**

This lease constitutes the entire agreement of the parties with respect to the subject matter hereof, and modification will be invalid unless made in writing and executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on this the 8<sup>th</sup> day of February, 2024.

TENANT: Optimum

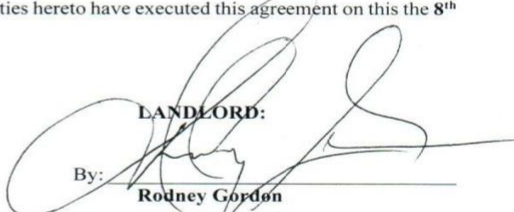
By:   
Calvin Washington

Its: Owner

Date of Execution: 02/08/2024

Witness: 

LANDLORD:

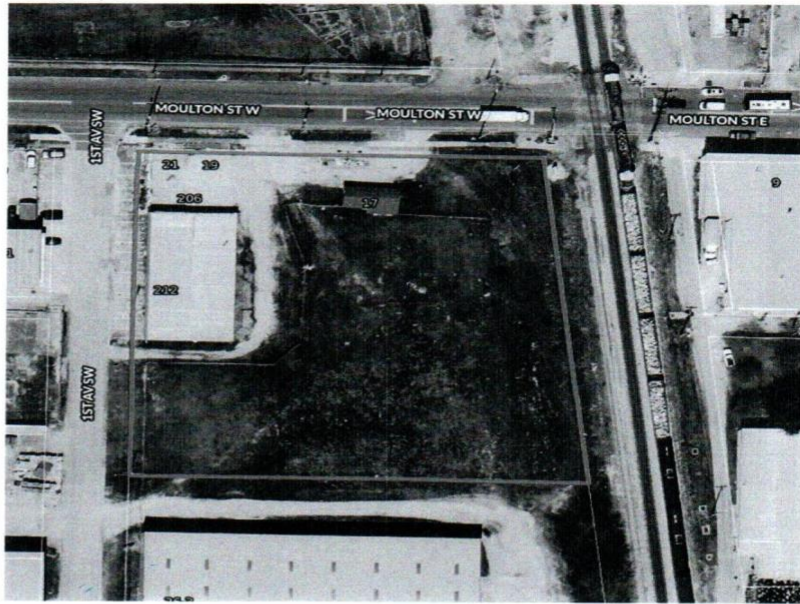
By:   
Rodney Gordon

Date of Execution: 02/08/2024

Witness: 

  
My Commission Expires  
August 12, 2026

EXHIBIT "A"



402 Lee St NE 1<sup>st</sup> Floor Council Chamber

Board of Zoning Adjustment

APPLICANT: Texas Roadhouse  
MAILING ADDR: 1500 N. Bolton Street  
CITY, STATE, ZIP: Jacksonville, TX 75766  
PHONE: 903-589-2100

PROPERTY OWNER: Tower Hill LLC  
OWNER ADDR: 2197 Canton Road, Suite 210  
CITY, STATE, ZIP: Marietta, GA 30066 PHONE: 678-331-1661

ADDRESS FOR APPEAL: 1006 Beltline Road SE, Decatur, AL 35601

NATURE OF APPEAL:

- ☐ HOME OCCUPATION ☐ SETBACK VARIANCE ☒ SIGN VARIANCE  
☐ USE PERMITTED ON APPEAL ☐ APPEAL OF ADMINISTRATIVE DECISION  
☐ OTHER ☐ SURVEY FOR VARIANCES ATTACHED ☐ DRAWINGS FOR VARIANCES ATTACHED

\*\*\*\*\*Applicants or Duly Appointed Representative MUST be present in order

For the case to be heard\*\*\*\*\*

DESCRIBE APPEAL IN DETAIL: (INCLUDE DIMENSIONS, # FT FOR VARIANCES; # FOR PARKING; HARDSHIP; TYPE OF BUSINESS)

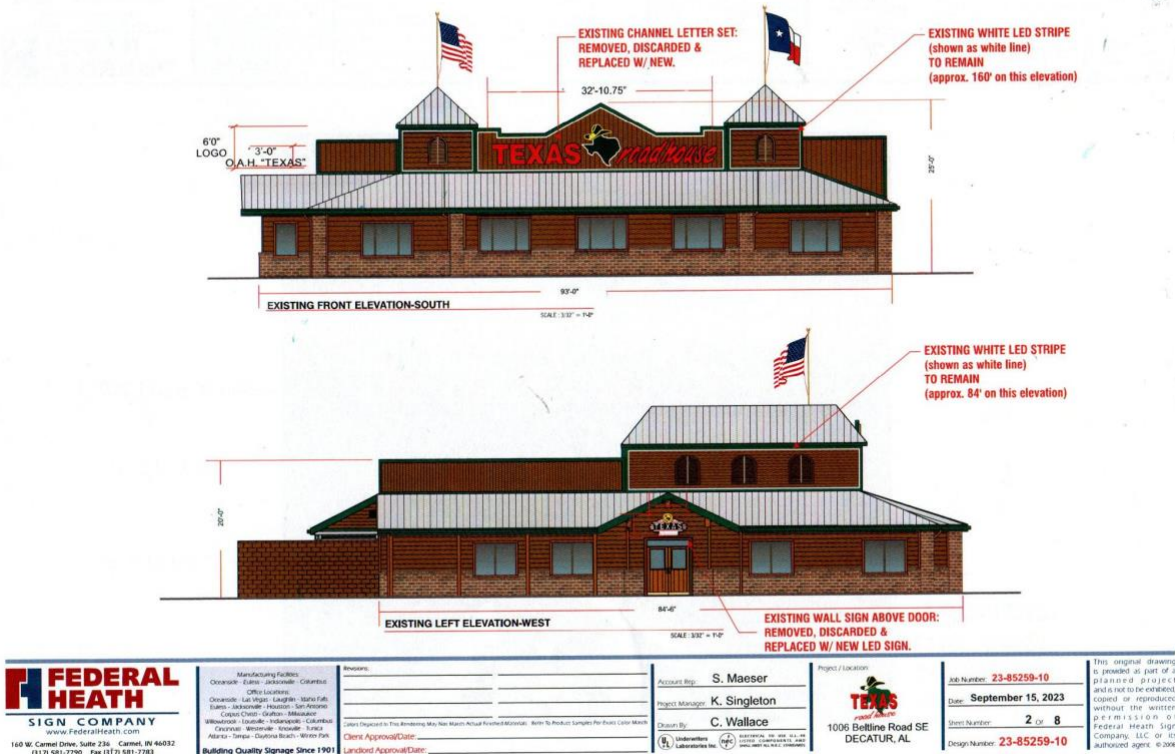
Texas Roadhouse requests a variance from sign code Sec.25-77 (e) M-1A (1) total area of all signs not to exceed 100 square feet. This location has a standard sign package per restaurant chain branding and guidelines that was installed in 2015 and has existed in this form and square footage since. The store has requested a new, equivalent LED sign package. It would not be possible under Texas Roadhouse signage design to meet the maximum 106.4 sq. ft. The building would lose nearly all its existing exterior signage, which may cause the restaurant to appear closed, resulting in loss of business. Signage & lighting are of critical importance to the Texas Roadhouse business model.

Applicant Name (print) <u>Jacqueline C. Corry</u>	If applicant is using a	Office Use Received By: _____
Signature <u>Jacqueline Corry</u>	representative for the	Zone _____
Representative Name (print) <u>Parks Harris</u>	request both signatures	Hearing Date _____
Signature _____	are required	Approved <input checked="" type="checkbox"/> Disapproved <input type="checkbox"/>
Date <u>02/07/2024</u>		

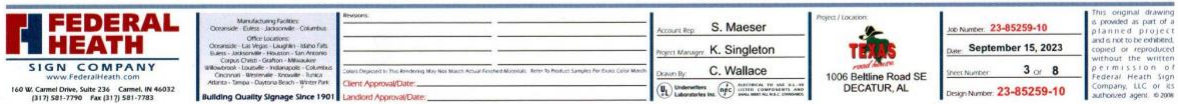
CASE NO. 5 1006 BELTLINE RD. SE



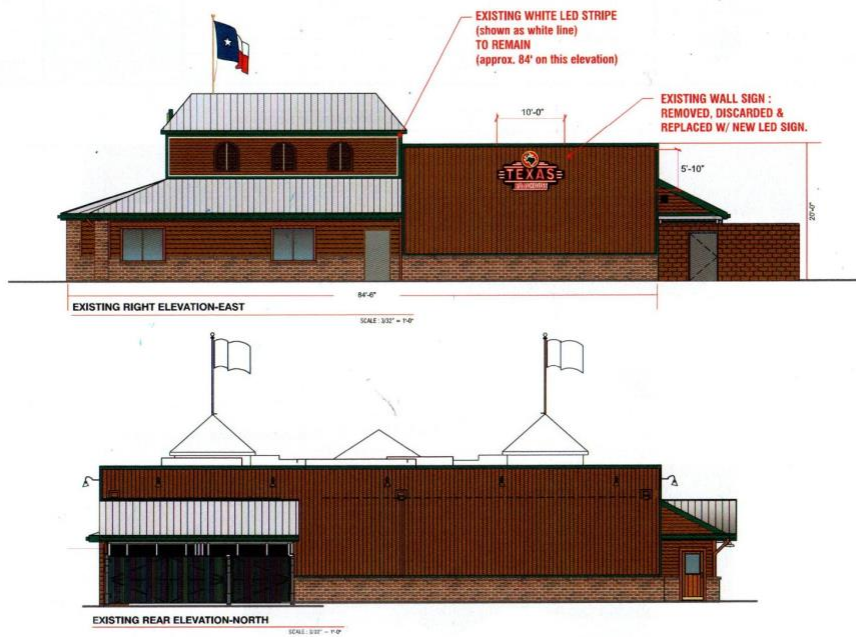




Picture 2



30



**FEDERAL HEATH**  
SIGN COMPANY  
www.federalheath.com  
160 W. Camel Drive, Suite 236 - Camel, IN 46032  
(317) 581-7790 Fax (317) 581-7783

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Chicago - Dallas - Milwaukee  
Wichita - Tulsa - Oklahoma City - Columbia  
Cincinnati - Cincinnati - Cincinnati  
Atlanta - Tampa - Orlando - Fort Worth - Dallas  
Phoenix - Phoenix - Phoenix - Phoenix

Revisions:

Client Approval/Date:

Landlord Approval/Date:

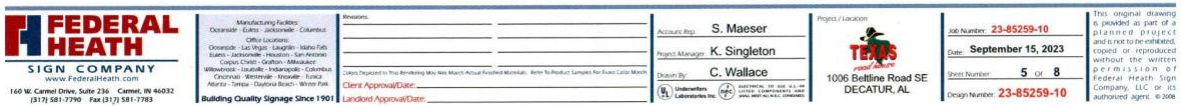
Account Rep: S. Maeser  
Project Manager: K. Singleton  
Drawn By: C. Wallace  
Laboratories Inc.

Project Location:  
1006 Bellline Road SE  
DECATUR, AL

Job Number: 23-85259-10  
Date: September 15, 2023  
Sheet Number: 4 of 8  
Drawn Number: 23-85259-10

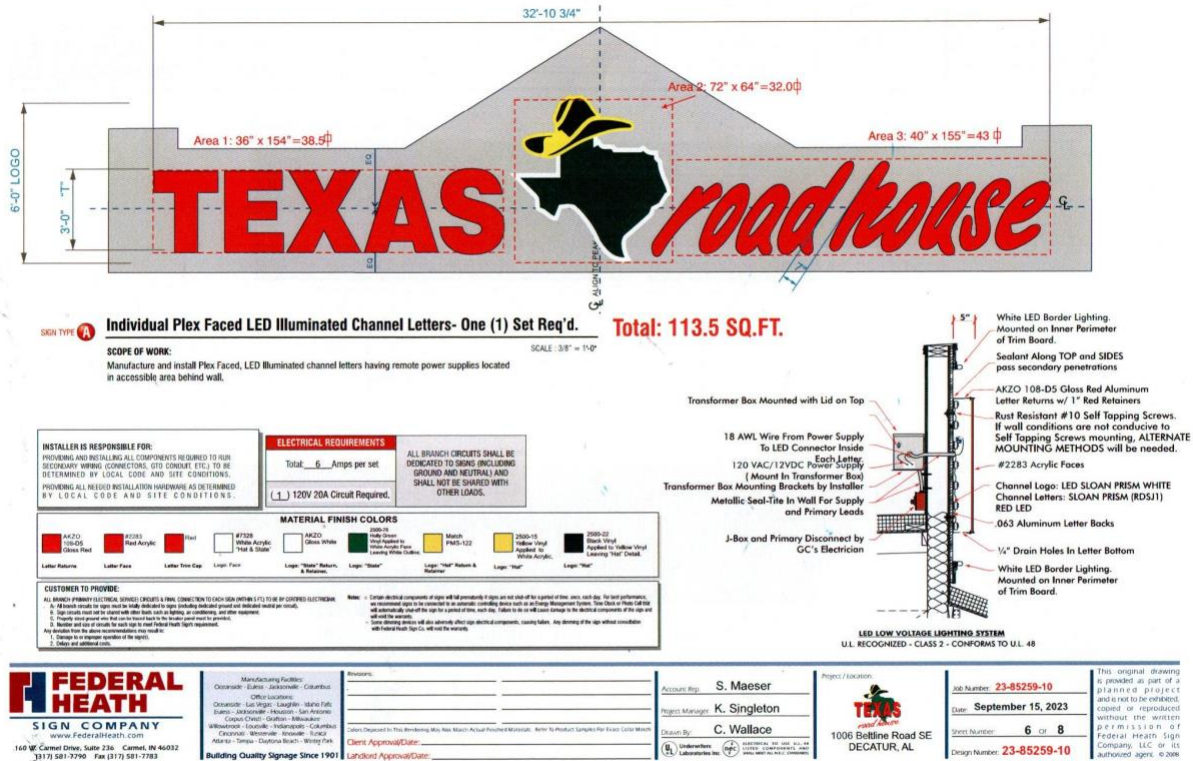
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Picture 4



32





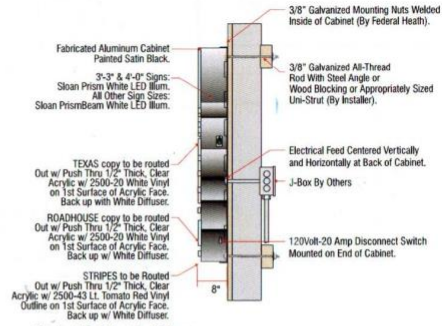
Picture 6





MATERIAL FINISH COLORS			
AK-20 Satin Black	2500-20 White Vinyl	2500-43 Light Tomato Red Vinyl	2500-15 Yellow Vinyl
Cabinet and Face (Edge)	Copy	Logo: Circle & Stripe (Edge)	2500-22 Black Vinyl Painted to Yellow (Edge)
2500-76 H&B Green Vinyl	2500-15 Yellow Vinyl	2500-22 Black Vinyl Painted to Yellow (Edge)	Logo: "State" Logo: Circle, Hat, Logo: "Hat" & State Border.

INSTALLATION OF THIS SIGN SHALL CONFORM TO ARTICLE 807 OF THE NEC, LOCAL AND/OR OTHER APPLICABLE LOCAL CODES, INCLUDING PROPER GROUNDING AND BONDING OF SIGN. LOCATION OF DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 807.4(B) OF THE NEC.



<p><b>CUSTOMER TO PROVIDE</b></p> <p>REDUCED BRANCH CIRCUITS FOR SIGN ONLY PER NEC CODE 408.1.</p> <p>ALL BRANCH CIRCUITS SHALL BE DISCONNECTED TO SIGN INCLUDING GROUND AND NEUTRAL AND SHALL NOT BE SHARED WITH OTHER LOADS. PROTECTED SIZE BRANCH WIRE THAT CAN BE TRACED BACK TO BREAKER PANEL IS REQUIRED.</p> <p><b>INSTALLER REQUIREMENTS</b></p> <p>ALL WIRING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC. ALL WIRING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC. ALL WIRING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC.</p> <p>ANY DEVIATION FROM FEDERAL HEALTH REQUIREMENTS MAY RESULT IN CHANGE TO OR IMPROPER OPERATION OF SIGNAGE, CAUSING DELAYS AND ADDITIONAL COSTS.</p>	<p><b>NEW &amp; REMODEL CONSTRUCTION</b></p> <p>ADDITIONAL BRANCH CIRCUITS SHALL BE PROVIDED FOR THE INSTALLATION OF NEW SIGNAGE. CUSTOMER TO FORWARD APPROVED SIGNAGE DRAWINGS TO THE ON-SITE CONTACT TO INSURE THAT THE REQUIRED PERMISSIONS ARE OBTAINED PRIOR TO THE SIGN INSTALLATION.</p> <p><b>INSTALLER REQUIREMENTS FOR NEW WIRING</b></p> <p>IF THE REQUIREMENTS OF THE INSTALLATION CONTRACTOR TO PROVIDE ANY WIRING REQUIRED TO RUN CITY WALL WIRING FROM BEING COMPLETED DURING INSTALLATION OF ANY WIRING MUST BE COMPLETED PRIOR TO THE SIGN INSTALLATION.</p> <p><b>GENERAL NOTE</b></p> <p>ALL WIRING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC. ALL WIRING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC. ALL WIRING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC.</p>	<p><b>EXISTING WALL ELECTRICAL</b></p> <p>EXISTING WALL ELECTRICAL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC. ALL WIRING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC. ALL WIRING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC.</p> <p><b>ELECTRICAL REQUIREMENTS</b></p> <p><b>Total: T.B.D. Amps</b></p> <p><b># of 120V, 20A Circuits Req'd T.B.D.</b></p> <p>ALL BRANCH CIRCUITS SHALL BE DISCONNECTED TO SIGN INCLUDING GROUND AND NEUTRAL AND SHALL NOT BE SHARED WITH OTHER LOADS.</p>
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**FEDERAL HEALTH SIGN COMPANY**  
 www.federalhealthsign.com  
 140 W. Camel Drive, Suite 230, Camel, IN 46002  
 (317) 581-7790 Fax (317) 581-7783

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Approved: \_\_\_\_\_  
 Project Manager: \_\_\_\_\_  
 Client Approval/Date: \_\_\_\_\_  
 Licensed Approval/Date: \_\_\_\_\_

Account Rep: **S. Maeser**  
 Project Manager: **K. Singleton**  
 Design By: **C. Wallace**

Project Location:  
**1006 Beltline Road SE  
 DECATUR, AL**

Job Number: **23-85259-10**  
 Date: **September 15, 2023**  
 Sheet Number: **8 OF 8**  
 Design Number: **23-85259-10**

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402 Lee St NE 1<sup>st</sup> Floor Council Chamber

Board of Zoning Adjustment

APPLICANT: AAA Pawn Shop  
MAILING ADDR: 1520-B West Moulton ST  
CITY, STATE, ZIP: Decatur, AL 35601  
PHONE: 256-759-2448 256-355-1018

PROPERTY OWNER: Wadeea AlWajih / Kings Plaza LLC  
OWNER ADDR: 1520 Moulton St W  
CITY, STATE, ZIP: Decatur AL 35601 PHONE: 256 244 7259

ADDRESS FOR APPEAL: 1520 A West Moulton ST  
Decatur AL 35601

NATURE OF APPEAL:

- ☐ HOME OCCUPATION ☐ SETBACK VARIANCE ☐ SIGN VARIANCE  
☐ USE PERMITTED ON APPEAL ☒ APPEAL OF ADMINISTRATIVE DECISION  
☐ OTHER ☐ SURVEY FOR VARIANCES ATTACHED ☐ DRAWINGS FOR VARIANCES ATTACHED

\*\*\*\*\*Applicants or Duly Appointed Representative MUST be present in order

For the case to be heard\*\*\*\*\*

DESCRIBE APPEAL IN DETAIL: (INCLUDE DIMENSIONS, # FT FOR VARIANCES; # FOR PARKING; HARDSHIP; TYPE OF BUSINESS)

See attached letter.

Applicant Name (print) AAA Pawn Shop  
Signature Randy Campbell  
Representative Name (print) Randy Campbell  
Signature Randy Campbell  
Date 2-12-24

If applicant is using a  
representative for the  
request both signatures  
are required

Office Use Received By: [Signature]  
Zone M-1  
Hearing Date 2/27/24  
Approved/Disapproved

CASE NO. 6 1520 WEST MOULTON ST. SW



This Appeal is for AAA pawn Shop To move from 1520 B next door to 1520 A west Moulton St. Decatur, AL. The reason for the move is to allow the shopping center owner to combine units B & C to open a 5,600 sq ft. sign shop. To accomplish this AAA Pawn would be forced to move from unit B to unit A. This move would allow a new business to open in N.W. Decatur. AAA pawn shop has been in business since the mid 1980's and provides the community a much needed service.

Randy Campbell  
Randy Campbell

Wadea Alweish  
Wadea Alweish



**BUILDING DEPARTMENT**

Sam Brackin  
P O BOX 488  
DECATUR, AL 35602  
[www.DecaturAlabamaUSA.com](http://www.DecaturAlabamaUSA.com)  
256.341.4581 Fax: 256.341.4572

Date: 2-12-24

To: Randy Campbell  
1520 Moulton Street West Unit B  
Decatur, AL 35601

Location: 1520 Moulton Street West Unit A  
Zoning: M-1  
Status: Denied

Mr. Campbell

You submitted a Certificate of Occupancy application for the location listed above on 2-12-24. This Application is denied based on zoning section 25-12 of the Code of Decatur, business licensed under the Pawn Shop Act. You may appeal this decision to the Board of Zoning Adjustment as an appeal of an administrative decision. Application must be filed by the 10<sup>th</sup> of the month and the meeting is held on the last Tuesday of the month.

If you have any questions please call me at 256-341-4581.

Sincerely,

Sam Brackin  
Building Inspector

**Denial Letter**