



***Special Use Permit #2024 - 00030***  
***1050 North Fayette Street***  
***Yates Auto Care***

<b>Application</b>	<b>General Data</b>	
<b>Request:</b> Public Hearing and consideration of a Special Use Permit for a non-complying light automobile repair use (amending SUP #2014-00032)	<b>Planning Commission Hearing:</b>	June 6, 2024
	<b>City Council Hearing:</b>	June 15, 2024
<b>Address:</b> 1050 North Fayette Street	<b>Zone:</b>	CRMU-H
<b>Applicant:</b> Jeffrey Yates	<b>Small Area Plan:</b>	Braddock Road Metro Station

**Staff Recommendation:** APPROVAL subject to compliance with all applicable codes and ordinances and the recommended permit conditions found in Section III of this report.

**Staff Reviewers:**

Ann Horowitz, Principal Planner, [ann.horowitz@alexandriava.gov](mailto:ann.horowitz@alexandriava.gov)  
 Tony LaColla, Division Chief, [anthony.lacolla@alexandriava.gov](mailto:anthony.lacolla@alexandriava.gov)

**PLANNING COMMISSION ACTION, JUNE 4, 2024:** On a motion by Commissioner Lyle, seconded by Commissioner Manor, the Planning Commission voted to recommend approval of Special Use Permit #00030, subject to all conditions, code requirements, ordinances, and amendments to Conditions #10 and #12. The motion carried on a vote of 7-0.

**Reason:** The Planning Commission agreed with the staff analysis, including the amendments to Conditions #10 and #12.

**Discussion:**

Commissioner Brown asked staff when the construction of the sidewalk would be completed and staff replied that the conditions of the long-term lease are not yet set. City Council will review the lease and its conditions in September, and as an independent and separate review, the lease status has no bearing on the staff recommendation for SUP continuation past 2024.

Staff confirmed for Vice Chair McMahon that the applicant’s use of the public right-of-way, referenced in three SUP conditions, applies only to the applicant’s ability to have access or not have access to the narrow strip of right-of-way in front of his property. The Vice chair asked the

applicant's attorney if the applicant would be able to agree on terms for the sidewalk construction since it was her understanding that an agreement couldn't be reached with a developer in the past. Mr. Blair stated that negotiations were almost complete with the developer and, today, Mr. Yates would like the sidewalk segment to be built and is eager to work with City staff on lease terms. Ms. McMahon suggested that the applicant find a way, perhaps through online appointments or other technology, to schedule the number of cars it can service at the car wash at any one time. This would contribute to a reduction of the traffic congestion on N. Fayette Street.

Chair Macek supported the business continuation and suggested that the new sidewalk include materials to prevent slippery conditions, resulting from the applicant's use of solvents. Staff noted that could be considered as part of the lease.

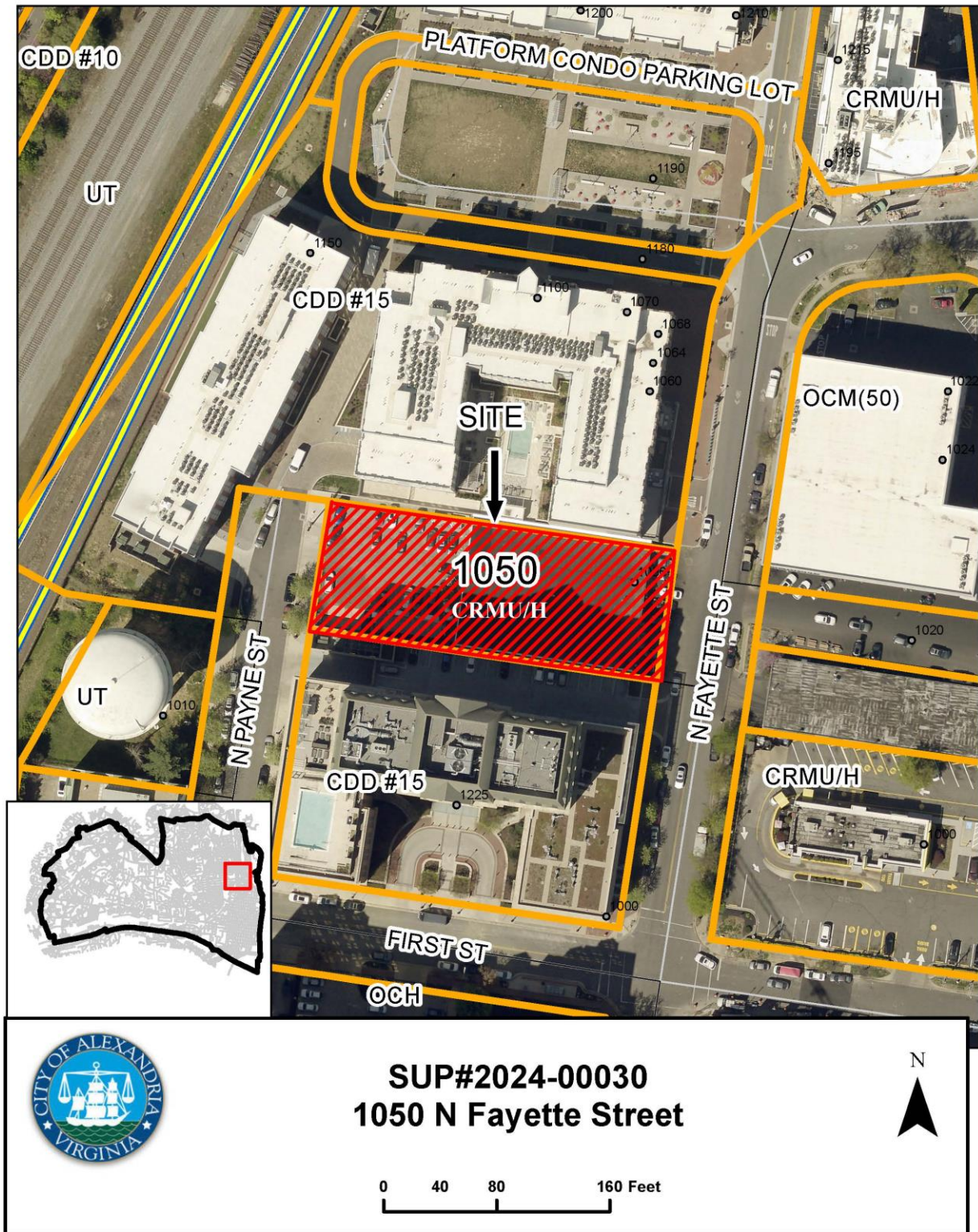
Commissioner Manor also supported the staff recommendation.

Speakers:

Brian Wolfe, 1200 N. Fayette Street, spoke on the need for continuation of the sidewalk in front of 1050 North Fayette Street, citing pedestrian safety concerns.

Duncan Blair, applicant's attorney, stated support for the continuation of the SUP past June 2024, noting the applicant's commitment to environmentally safe practices and the popularity of his business to the community. The applicant is not ready for redevelopment and may want to continue past June 2029, when the SUP expires.

PROJECT LOCATION MAP



## I. DISCUSSION

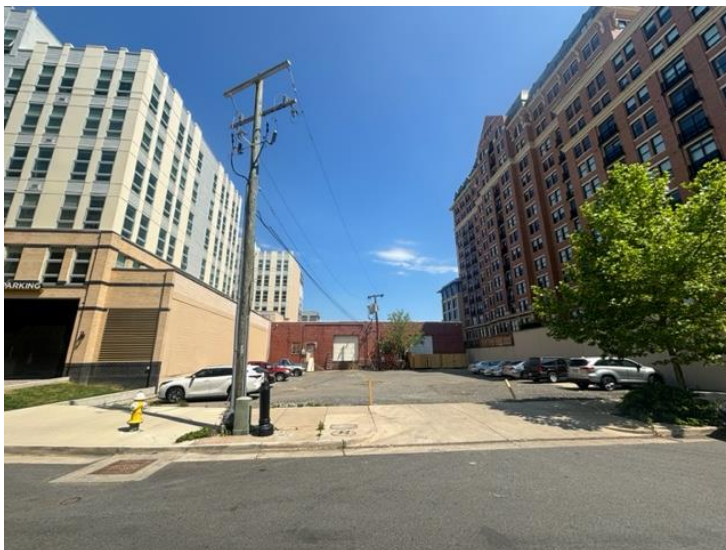
Special Use Permit (SUP #2014-00032), Condition #22 requires a June 2024 review of the non-complying light automobile repair use (washing, drying, detailing of vehicles) at 1050 North Fayette Street. The purpose of the review is to assess the redevelopment potential of the site and the compatibility of the use with other uses in the area. Further, Condition #22 directs City Council to take such action as it deems appropriate, which includes approval, approval with condition amendments, denial, or deferral for more information.

### SITE DESCRIPTION

The subject property is one lot of record measuring 22,832 square feet in total. With 94 feet of frontage on the east and west sides of the lot and access from North Fayette Street and North Payne Street. It is developed with a warehouse-type building that is divided into two tenant spaces of approximately 5,850 square feet each. Yates Auto Care occupies the space to the south and the tenant space to the north is presently vacant (Figures 1 and 2).



*Figure 1: Front of Yates Auto Care on left at 1050 North Fayette Street.*

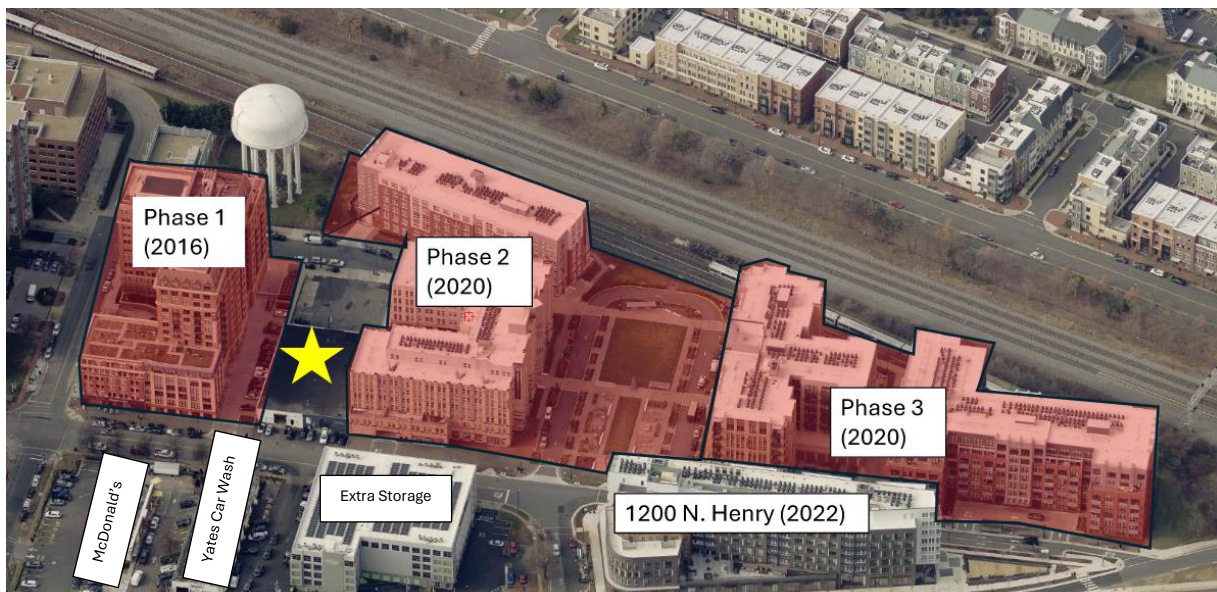


*Figure 2: Site rear entrance from North Payne Street.*

The surface parking lot behind the building provides 16 parking spaces. City Council approved a lease agreement in 2021 for use of a portion of the public right-of-way, allowing for approximately six parking spaces immediately in front of the building, primarily used for drying vehicles from the applicant's car wash across the street.

The site context around the subject property has changed significantly from the time the building was originally constructed. It has transitioned from an area of light industrial and warehouse uses to today's largely mixed-use neighborhood (Figure 3). The automobile repair use is immediately bordered on the south and north by multi-unit dwelling and mixed-use buildings making up Phase 1 (The Dalton) and Phase 2 (Platform) of the Braddock Gateway Coordinated Development District #15. The block directly across the street to the east contains Yates Car Wash and Detail Center, McDonald's restaurant and Extra Space Self Storage.

The Phase 3 (Platform) and 1200 North Henry multi-unit dwelling and mixed-use buildings are located nearby to the north. To the south, several multi-unit residential buildings are located on the 800 and 900 blocks of North Fayette Street. Carpenter's Shelter and The Bloom and the Alate senior living center are also sited to the south. A water tower, owned by Virginia American Water, is located to the west.



*Figure 3: Surrounding uses. Yellow star indicates 1050 North Fayette Street. Red shaded properties identify parcels developed as residential/commercial mixed-uses in the Northern Gateway area of the small area plan.*

## BACKGROUND

### Planning and Zoning – Land Use and Special Use Permits

The property was rezoned from I/Industrial to CRMU-H as part of the City-wide rezoning in 1992. An automobile repair business has operated at this site since 1994, when City Council approved

SUP #94-0357 to change the prior non-complying manufacturing use to general automobile repair pursuant to Section 12-302(B) of the Zoning Ordinance. The general automobile repair use continued until 2006 when it was converted to light automobile repair. In 2000, City Council granted SUP #2000-0136 to the applicant for operation of a general automobile repair business, with the provision that the SUP was to expire five years from approval. Subsequently, in February 2006, City Council granted SUP #2006-0001 to the applicant for the operation of a light automobile repair business, including washing and detailing, with a 10-year expiration date in February 2016.

The most recent City Council-approved SUP was in June 2014 when the applicant requested to amend Condition #22 to continue operation of his existing light automobile repair business for another 15 years. The City Council approved the request, adding reviews at five-year increments until SUP expiration in June 2029. The staff administrative review in 2019 supported the continuation of the SUP at a time when redevelopment interest existed in the area and DSUPs had been approved, although most of the projects had not reached completion or commenced construction. Staff balanced the community benefit of having the use at the location and the general lack of negative impacts with the status of the new area development and determined the use could continue until the City Council review in June 2024. During the 2019 staff administrative review, the business owner confirmed that he would consider the June 2024 use review when structuring leases for the adjacent space, which is presently vacant.

Within the last five years the business received the following warning notices. All violations were addressed within 10 days and no fines were issued.

6/12/2019	Warning for violation of Condition #14 (untagged cars on right-of-way)
6/18/2019	Warning for violation of Condition #5 and Condition #9 (unstriped spaces and no screening)
3/20/2023	Warning for violation of Condition #7 (vehicles parked in the public right-of-way)

Since March 20, 2023 no further violations have been verified. A recent SUP inspection found the applicant in compliance with all condition requirements.

**Planning and Zoning – Development**

Within the past seven years, several sites have been redeveloped with mixed-use and residential buildings near 1050 North Fayette Street. These include:

The Dalton (CDD Braddock Gateway Phase 1)	DSUP #2014-0015	270 units
Carpenter’s Shelter and The Bloom (930 North Henry)	DSUP #2016-0008	107 units
Platform (CDD Braddock Gateway Phase II)	DSUP #2016-0040	258 units
Platform (CDD Braddock Gateway Phase III)	DSUP #2018-0007	370 units
Grayson Apartments (1200 North Henry)	DSUP #2020-0001	119 units
Alate Senior Living Center (1112 North Fayette)	DSUP #2019-0007	133 units

The six developments account for an increase of 1,257 dwelling units in the Braddock Metro neighborhood.

**Section 9.06 and Right-of-Way Lease**

To provide for the washing drying, and finishing of overflow vehicles from Yates Car Wash, the applicant requires a lease for use of the public right-of-way to accommodate parked vehicles in front of 1050 North Fayette Street. The Planning Commission approved a Section 9.06 (Case #2021-00010) in February 2022 to allow for 509 square feet (roughly 92.5 by 5.5 feet) of the right-of-way in front of 1050 N. Fayette Street until June 30, 2024.

Should City Council approve the continuance of this SUP past June 30, 2024, an interim lease extension until September 30 will be required and docketed for City Council review at its June 11 legislative meeting and June 15 public hearing. A longer-term lease will be negotiated and finalized during the summer to allow for docketing in September. Lease terms will include continued use of 509 square feet of the public right-of-way and facilitating construction of a brick sidewalk in front of 1050 North Fayette Street to connect the existing sidewalks to the north and south, constructed during Braddock Gateway Phases 1 and 2 (Figure 4). This would result in an uninterrupted pedestrian connection along the 1000 block of North Fayette Street. The Gateway developer and the applicant contemplated construction of the sidewalk link for several months. Despite the good faith efforts of both parties, mutually agreed-upon terms could not be reached while the developer’s construction crew was available on-site.



*Figure 4: As part of a separate City Council lease agreement review, a new sidewalk section in front of Yates Auto Care will provide continuous and safe pedestrian passage along the 1000 block of North Fayette Street.*

**SUP REVIEW**

Special Use Permit #2014-00032, Condition #22 requires a June 2024 review of the non-complying light automobile repair use to assess the continuation of the use based on the redevelopment potential of the site and the compatibility of the use with other uses in the area.

The applicant would continue operation of this establishment that provides light automobile washing, drying, and detailing of vehicles as follows:

**Hours of Operation:**                    7 a.m. – 9 p.m., Monday – Saturday  
    8 a.m. – 7 p.m., Sunday

<u>Service Pits/Areas:</u>	Two lifts to be installed in the future and two service bays
<u>Customers:</u>	Sixty customers each day
<u>Employees:</u>	Five employees at any one time
<u>Noise:</u>	All work conducted inside building, but there are six outdoor parking spaces near Fayette Street where customers from the car wash that the applicant also owns across the street dry their cars.
<u>Odors:</u>	No significant odors are expected
<u>Trash/Litter:</u>	Standard trash would be stored inside in a dumpster and collected twice each week. Two cubic yards of garbage are typically generated.

### PARKING

Pursuant to Section 8-200(A)(17) of the Zoning Ordinance, an automobile repair business is required to provide one off-street parking space for every 400 square feet of floor area. The existing business at 5,850 square feet equates to a 15 off-street parking spaces requirement. A total of 35 off-street parking spaces are provided, 19 of which are located inside the building and 16 spaces in the rear parking lot, exceeding the Zoning Ordinance requirement.

### ZONING/MASTER PLAN DESIGNATION

The subject property is zoned CRMU-H/Commercial Residential Mixed-Use High. Light automobile repair, which includes car washing, drying, and detailing, is not allowed in the CRMU-H zone and is a legal non-complying use.

The existing use is also not consistent with the Braddock Metro Neighborhood Plan approved in 2008 as part of the Braddock Road Metro Small Area Plan. The Braddock Metro Station Small Area Plan designates the parcel for one mixed-use residential and commercial building. The Braddock Metro Neighborhood Plan identifies the parcel as part of the seven-acre Northern Gateway Site, to be transformed from a former warehouse district to a pedestrian-friendly mixed-use neighborhood composed of neighborhood-serving retail, office, hotel, and residential uses.

## **II. STAFF ANALYSIS AND RECOMMENDATION**

The incompatibility of the light automobile repair use with other neighborhood uses has become significantly more evident since the 2019 staff administrative review with the completed construction of six new mixed-use buildings, creating 1,257 more residential units and neighborhood-serving commercial space. In 2024, it is clear the neighborhood is successfully transitioning from a concentration of light industrial, automobile-centric, and warehouse uses (vestiges of its pre-1992 industrial zoning) to a mixed-use, higher-density neighborhood, centered around mass transit options, as envisioned in the small area plan. Although staff has not received



recent inquiries for redevelopment, given the area activity over the past seven years, it is possible that the potential for new mixed-use development at 1050 North Fayette Street exists. That said, staff recommends approval to continue the SUP approval past June 2024, to allow the well-established light automobile business to proceed until the SUP expiration in June 2029.

The extension to 2029 allows the applicant time to plan alternatives for the operations at 1050 North Fayette Street. One option could include moving the automobile repair business and consolidating it across the street with the applicant's Yates Car Wash, a legal non-complying use without an SUP expiration date. This would eliminate vehicles frequently crossing from the car wash to the automobile repair use, which can interrupt traffic flow and safe pedestrian passage. With the relocation of the automobile repair business, the applicant could choose to redevelop the parcel or sell it to another for redevelopment. The eventual redevelopment of the parcel with a compatible mixed-use building is essential for a visually cohesive and pedestrian-connected streetscape on the block's west side, filling the incongruent gap between the Braddock Gateway Phase I and II developments. Additionally, the lot could support substantially more density in this transit-rich neighborhood as the existing building has a floor area ratio (FAR) of 0.52; up to 1.5 is permitted by-right with the opportunity to increase up to 2.5 through SUP approval.

Conditions have been carried forward from SUP #2014-00032 with few amendments. The need for an active lease with the City of Alexandria, led by the Department of General Services, for use of the public right-of-way in front of Yates Auto Care is clarified in Condition #7. Given the completion of the 2019 administrative review and this June 2024 docketed review, Condition #22 has been amended to reflect only the SUP expiration in June 2029.

To conclude, while incompatible in the relative short-term, allowing for Yates Auto Repair's SUP to continue past June 2024 and until June 2029 provides the applicant with flexibility to arrange for alternative site uses that are consistent with the Zoning Ordinance and the Master Plan, contributing to a potential increase in housing supply, the establishment of neighborhood-serving commercial uses, and the overall quality of life in this quickly emerging City neighborhood.

Subject to the conditions stated in Section III of this report, staff recommends approval of the extension of the Special Use Permit.

### III. RECOMMENDED CONDITIONS

Staff recommends **approval** subject to compliance with all applicable codes and ordinances and the following conditions:

1. The Special Use Permit shall be granted to the applicant only or to any business or entity in which the applicant has a controlling interest. The applicant for this Special Use Permit request is Jeffrey Yates. (P&Z) (SUP#2000-0136)
2. The hours of operation shall be limited to 7 a.m. to 9 p.m. Monday through Saturday and 8 a.m. to 6 p.m. on Sundays. (P&Z) (SUP#2000-0136)
3. Condition deleted
4. The applicant shall provide and designate three parking spaces inside the building for use by customers and employees. (P&Z) (SUP#2000-0136)
5. The parking lot to the west to be used by the applicant shall be clearly striped, all employee and customer vehicles shall be parked within the striped area at all times, and no parking shall be allowed in areas needed to accommodate towing vehicles, all to the satisfaction of the Director of Planning & Zoning after consultation with adjacent property owners. (PC) (SUP#2000-0136)
6. Condition deleted
7. **CONDITION AMENDED BY STAFF:** All repair work, detailing and hand car washing shall be done inside the building, unless the applicant has an active lease with the City of Alexandria, approved by City Council, to allow cars from 1018 North Henry Street may to be brought to the parking spaces use the 509 square foot public right-of-way on the east side of the building at 1050 North Fayette Street for drying or finishing, ~~but n~~ No washing, drying, or finishing of vehicles shall occur on the public right-of-way, which is not part of an active lease, including on any part of what is commonly considered North Fayette Street. (City Council) (PC) (SUP #2014-00032) (P&Z)
8. **CONDITION AMENDED BY STAFF:** No vehicle parts, tires, or other materials, such as chemicals, detergents, and cleaners, shall be permitted to be stored or to accumulate outside except in an enclosure with a roof dumpster or other suitable trash receptacle or enclosure. (P&Z) (SUP#2000-0136) ~~(T&ES)~~
9. The dumpster shall be screened with a solid wood fence and shall be maintained in good condition (P&Z) (SUP#2000-0136)
10. **CONDITION AMENDED BY PLANNING COMMISSION:** No customer, employee, or business associated vehicles shall be displayed, parked, or stored on a public right-of-way, with the exception of parked cars in the area subject to an active lease, including on

- any part of what is commonly considered North Fayette Street. ~~(P&Z) (SUP#2000-0136)~~  
(PC)
11. No customer, employee, or business associated vehicles shall be displayed, parked, or stored on a public right-of-way, including on any part of what is commonly considered North Fayette Street. (P&Z) (SUP#2000-0136)
  12. **CONDITION AMENDED BY PLANNING COMMISSION:** No vehicles shall be loaded or unloaded on the public right-of-way, with the exception of the area subject to an active lease, including on any part of what is commonly considered North Fayette Street. (PC) ~~(SUP#2000-0136)~~
  13. No vehicles shall be loaded or unloaded on the public right-of-way, including on any part of what is commonly considered North Fayette Street. (PC) (SUP#2000-0136)
  14. No debris or vehicle parts shall be discarded on the public right-of-way, including on any part of what is commonly considered North Fayette Street. (PC) (SUP#2000-0136)
  15. The applicant shall not park junked, abandoned, or untagged vehicles on the property. A vehicle will not be considered to be “abandoned” or “untagged” if it is properly registered with an appropriate state authority. (P&Z) (SUP#2000-0136)
  16. Condition deleted
  17. No amplified sound shall be audible at the property line. (P&Z) (SUP#2000-0136)
  18. **CONDITION DELETED BY STAFF:** ~~Prior to occupying the premises, the applicant shall contact the Crime Prevention Unit of the Alexandria Police Department for a security survey and robbery awareness program for employees. (Police) (SUP#2000-0136)~~
  19. All waste products including, but not limited to, organic compounds (solvents), motor oil, compressor lubricant and antifreeze shall be disposed of in accordance with all local, state, and federal ordinances or regulations and not to be discharged to the sanitary or storm sewers or be discharged onto the ground. (T&ES) (SUP#2006-0001)
  20. **CONDITION AMENDED BY STAFF:** The applicant shall comply with the City of Alexandria Best Management practices manual for automotive related industries. A copy can be obtained by ~~contacting the Office of Environmental Quality at 703-746-4065 or at~~ <http://alexandriava.gov/Environment> under Forms and Publications on the [Environmental Quality Forms and Publications Website](#). (T&ES) ~~(SUP #2014-00032)~~
  21. All loudspeakers shall be prohibited from the exterior of the building and no amplified sound shall be audible at the property line. (T&ES) (SUP#2006-0001)
  22. The applicant shall control odors, smoke, and any other air pollution from operations at the site and prevent them from leaving the property or becoming a nuisance to neighboring

properties, as determined by the Department of Transportation & Environmental Services. (T&ES) (SUP#2006-0001)

23. **CONDITION AMENDED BY STAFF:** ~~The Special Use Permit shall be reviewed by the Director of Planning & Zoning, with notice to the community, five years from approval (June 30, 2019) in order to assess the redevelopment potential of the site and the compatibility of the use with other uses in the area. If the Director determines the use to be incompatible with surrounding uses or anticipated redevelopment, the Director shall docket the Special Use Permit for Planning Commission and City Council to take such action as they deem appropriate at the time. Notwithstanding the staff review, City Council shall review the Special Use Permit in June 30, 2024 in order to assess the redevelopment potential of the site and the compatibility of the use with other uses in the area to take such action as they deem appropriate at the time. This approval shall fully expire on June 30, 2029. (P&Z) (SUP #2014-00032)~~

24. Condition deleted

**CONDITION AMENDED BY STAFF:** The Director of Planning & Zoning shall review the Special Use Permit one year after ~~approval~~ it has been operational, and then again every three years for compliance with all conditions and shall may docket the matter for consideration by the Planning Commission and City Council if ~~a) there have been documented violations of the permit conditions which were not corrected immediately, constitute repeat violations or which create a direct and immediate adverse zoning impact on the surrounding community;~~ b) the Director has received a request from any person to docket the permit for review as the result of a complaint that rises to the level of a violation of the permit conditions, or c) or the Director has determined that ~~there are problems with the operation of the use and that new or revised conditions are needed~~ new or revised conditions are needed to offset land use impacts not addressed in the City Code. (SUP #2014-00032)

25. Repair work shall be limited to light automobile repair. (City Council) (SUP#2000-0136)
26. No repair work shall be done outside on the subject property. All repairs of motor vehicles at the site shall be conducted inside a building or structure. (T&ES) (SUP #2014-00032)
27. Car wash discharges resulting from a commercial operation shall not be discharged into a storm sewer system. If on-site car washing occurs, the applicant shall comply with one of the following alternatives:
- Deleted.
  - Wash water may be discharged to sanitary sewers after seeking appropriate approval from Alexandria Renew Enterprises.
  - Applicant may choose to seek coverage under a general VPDES (Virginia Pollution Discharge Elimination System) permit issued by Virginia Department of Environmental Quality to discharge wash water from car washes into surface waters/storm sewer and comply with the conditions specified therein.

- d. Commercial car wash installations shall be equipped with water recycling system approved by the building official. (T&ES) (SUP #2014-00032)
28. **CONDITION ADDED BY STAFF:** Exterior power washing of the building shall not be completed using any kind of detergents. (T&ES)
29. **CONDITION ADDED BY STAFF:** Supply deliveries, loading, and unloading activities shall only occur during business hours, or shall not occur between the hours of 11:00pm and 7:00am, whichever is more restrictive. (T&ES)

#### IV. CITY DEPARTMENT COMMENTS

Legend: C - code requirement R - recommendation S - suggestion F - finding

##### Transportation & Environmental Services:

R-1 Carry forward the existing T&ES condition with amendments to:

Condition #19: The applicant shall comply with the City of Alexandria Best Management practices manual for automotive related industries. A copy can be obtained on the Environmental Quality Forms and Publications Website (T&ES)

##### *Additional conditions:*

- R-2 Exterior power washing of the building shall not be completed using any kind of detergents. (T&ES)
- R-3 Chemicals, detergents, cleaners, and car parts stored outside the building shall be kept in an enclosure with a roof. (T&ES)
- R-4 Supply deliveries, loading, and unloading activities shall only occur during business hours, or shall not occur between the hours of 11:00pm and 7:00am, whichever is more restrictive. (T&ES)
- C-1 The applicant shall comply with the City of Alexandria's Solid Waste Control, Title 5, Chapter 1, which sets forth the requirements for the recycling of materials (Sec. 5-1-99). In order to comply with this code requirement, the applicant shall provide a completed Recycling Implementation Plan (RIP) Form within 60 days of SUP approval. Contact the City's Recycling Program Coordinator at (703) 746-4410, or via e-mail at [commercialrecycling@alexandriava.gov](mailto:commercialrecycling@alexandriava.gov), for information about completing this form. (T&ES/DROW)

- C-2 The applicant shall comply with the City of Alexandria's Noise Control Code, Title 11, Chapter 5, which sets the maximum permissible noise level as measured at the property line. (T&ES/DROW)
- C-3 Section 5-1-42- Collection by Private collectors. (c) Time of collection. Solid waste shall be collected from all premises not serviced by the city at least once each week. No collections may be made between the hours of 11:00 p.m. and 7:00 a.m. (6:00 a.m. from May 1, through September 30) if the collection area is less than 500 feet from a residential area. (T&ES/DROW)
- C-4 The use must comply with the city's noise ordinance.

Code Enforcement:

No comments received

Fire:

No comments received

Parks, Recreation, and Cultural Activities:

- F-1 When evaluating redevelopment potential, consider what contribution the site's frontage could make to the designated walking street along Fayette Street as defined in Braddock Metro Neighborhood Plan

Police Department:

No comments received

Health Department:

No comments received

STAFF: Tony LaColla, AICP, Land Use Services Division Chief  
Ann Horowitz, Principal Planner

# City of Alexandria, Virginia

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## MEMORANDUM

DATE: JUNE 4, 2024

TO: CHAIR NATHAN MACEK  
AND MEMBERS OF THE PLANNING COMMISSION

FROM: KARL W. MORITZ, DIRECTOR  
DEPARTMENT OF PLANNING & ZONING

SUBJECT: DOCKET ITEM #7 – SUP #2024-00030  
1050 NORTH FAYETTE STREET

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This memorandum reflects recommended condition amendments for added clarity on the use of the public right-of-way in Conditions #10 and #12 for Yates Auto Care at 1050 North Fayette Street (SUP #2024-00030). The proposed amendments specify that the use of the public right-of-way relating to 509 square feet and roughly 92.5 by 5.5 feet immediately in front of the 1050 North Fayette Street property, may be used for parking (Condition #10) and loading and unloading (Condition #12) subject to an active lease for that area with the City.

10. **CONDITION AMENDED BY PLANNING COMMISSION:** No customer, employee, or business associated vehicles shall be displayed, parked, or stored on a public right-of-way, with the exception of parked cars in the area subject to an active lease, including on any part of what is commonly considered North Fayette Street. (~~P&Z~~) (~~SUP#2000-0136~~) (PC)
12. **CONDITION AMENDED BY PLANNING COMMISSION:** No vehicles shall be loaded or unloaded on the public right-of-way, with the exception of the area subject to an active lease, including on any part of what is commonly considered North Fayette Street. (PC) (~~SUP#2000-0136~~)

Staff continues to recommend approval of SUP #2024-00030 with the amendments to Conditions #10 and #12.

**From:** [Jeffrey Yates](#)  
**To:** [PlanComm](#)  
**Cc:** [Jeffrey Yates](#)  
**Subject:** [EXTERNAL]PC June 4 Meeting - Docket Item #7 - Yates Auto Care SUP  
**Date:** Monday, June 3, 2024 4:38:52 PM  
**Attachments:** [N Fayette - South View 2012.png](#)  
[Fayette Sidewalk Improvements Exhibit \(A1069160\).pdf](#)  
[ExecutedLease1050NFayetteSt \(1\).pdf](#)

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Dear Chair Macek, Vice Chair McMahon, and all Planning Commission Members,

I understand you have limited time and capacity before Tuesday's hearing which includes a 5-year review of my Yates Auto Care SUP for compatibility of use and redevelopment potential, so I appreciate your review of the below.

I am happy to see Staff's recommendation of approval, but I understand there was some question about where the proposed new sidewalk would be located.

In the last two years, I worked together with P&Z staff, the developer of Braddock Gateway (Carmel Partners), and neighbors to design an optimal sidewalk design which connects our property to the adjacent new sidewalks while preserving access to our building, given no development is feasible for the foreseeable future. The background and details of that finalized sidewalk location and design is below:

- Until recently and for decades past, all property owners on N Fayette had legal nose-in parking access - (please see attached historical Google Streetview photo from 2012)
- As a result of the approved recent development of the Braddock Gateway CDD and the inclusion of N Fayette St as a designated walking street, a new condition arose where my property did not include a clearly delineated pedestrian sidewalk connecting the new sidewalks built on either side of us.
- The attached (below) sidewalk design has been approved by PC and City Council and is the current Exhibit of the existing ROW lease. This design is what was represented to me will be constructed in the forthcoming ROW lease, the new version of which will be nearly identical to the existing lease save for including terms for "facilitating construction of a brick sidewalk" using City funding, which a recent FOIA request suggests is approximately \$100,000 placed in the Braddock Fund. I intend to work diligently to provide reasonable access to City contractors to construct the below design as soon as possible.
- The existing ROW lease is also attached below for your reference.

Thank you for considering this clarifying information, and looking forward to seeing you all tomorrow evening.

Sincerely,



Jeffrey Yates

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source.**



## LEASE AGREEMENT

The AGREEMENT (the "Agreement") is executed in duplicate this 21<sup>st</sup> day of September, 2022 ("Effective Date"), by the CITY OF ALEXANDRIA, a municipal corporation of Virginia ("Lessor") and the Jeffrey Lee Yates Trust dated September 14, 2017 ("Lessee").

### RECITALS

A. Lessee is the holder of Special Use Permit #2014-0032 approved by the City Council on June 14, 2014 (the "SUP") for a non-complying light automotive repair business at 1050 N. Fayette Street, Yates Auto Care (the "Business") and desires to obtain the right to use, subject to the terms and conditions of this Agreement, a certain portion of the public right-of-way, adjacent to the Business, owned by Lessor located at 1050 North Fayette Street; and

B. Lessor is willing to permit Lessee to use this property adjacent to the Business for overflow activities, such as drying or finishing of vehicles, subject to obtaining all required permits and approvals, and the terms and conditions contained in this Agreement.

### NOW THEREFORE

For and in consideration of the sum of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged and of the Recitals which are deemed as substantive and material part of this Agreement, Lessor and Lessee agree as follows:

1 Premises. The real property for which the lease is granted to Lessee, consists of a portion of the City of Alexandria public right of way land shown and designated on the City of Alexandria Tax Map-Block-Lot Number 044.03-06-01 as "1050 North Fayette Street" (the "Driveway") containing approximately 509 square feet more fully described and designated: "9.06 Lease Area" on the Exhibit B attached hereto incorporated herein by reference (the "Lease Area").

2. Lease. In exchange for the consideration described herein and based upon the terms and conditions described herein, Lessor grants Lessee a lease to use the Lease Area for continuous periods during the term of this Agreement exclusively for overflow activities, such as drying or finishing of vehicles, associated with the Business as described in the SUP. Notwithstanding the sidewalk and frontage improvements shown in Exhibit B, Lessee shall have the right to review the improvements prior to construction to ensure adequate vehicular access to the entirety of the Property is provided.

3. Term. The term of this Lease shall begin from the date of execution of this Agreement and shall continue for two (2) years from that date, or no later than June 30, 2024, the deadline for the SUP review for the existing business. The period from lease commencement date to and including the lease expiration date may hereafter be referred to as the "Lease Term".

4. Renewal. If City Council extends the SUP in 2024, provided Lessee is not in default of its obligations of performance under this Agreement at the end of the initial two (2) year term of this Agreement, Lessee shall have the Option to Renew the Agreement for one (1) additional five (5) year term to expire no later than June 30, 2029, if such a renewal is approved by the Alexandria City Council after holding a public hearing discussing said renewal.

5. Lease Fee. Lessee shall pay the Lessor an annual fee for the rights to use the Lease Area commencing three (3) months following the lease commencement date, without demand, deduction, set-off or counterclaim, the sum of Five Thousand Eight Hundred Two Dollars and Sixty Cents (\$5,802.60) which shall constitute "Base Rent". Beginning on the first (1<sup>st</sup>) anniversary of the lease commencement date and on each anniversary thereafter, Lessee's annual Base Rent shall be increased by an amount equal to three percent (3%) per annum over the prior year's Base Rent. The annual lease fee is therefore as follows: \$5,802.60 (year 1); and \$5,976.68 (year 2) to be paid annually.

(a) Due Date. The initial lease payment is due three (3) months from the Effective Date of this Agreement. Each subsequent annual Lease Payment after the initial lease payment will be due on the date that is one (1) year from the date of the initial payment.

(b) *Payment Mailing Address.*

All payments shall be sent to Lessor at the following address:

City of Alexandria

Department of General Services

421 King Street, Suite 220

Alexandria, Virginia 22314

Checks tendered in payment of the annual fee shall be made payable to "City of Alexandria."

(c) *Late Payment.* In the event any payment due to the Lessor hereunder is delayed by more than thirty (30) business days, such payment shall increase by ten percent (10%) of the payment due, additionally, interest on the unpaid amount shall accrue at the rate of 2.5% per month from the due date until paid.

6. Special Condition of the Lease Agreement

(a) *Special Use Permit.* The Lessee is required to comply with the conditions of the SUP and any violation of the conditions of the SUP pertaining to the Lease Area shall be considered a violation of this Agreement and the Agreement shall be subject to Termination as described in Paragraph 9 herein.

(b) *Maintenance.* The Lessee shall be responsible for general upkeep, including regular cleaning of the brick sidewalk and snow removal of the Lease Area. Failure of the Lessee to do so may be considered a condition of default under Section 9 of this Lease Agreement. Lessee shall address any maintenance requests from the Lessor within fourteen (14) days from the date the request is received.

7. Liability

(a) *Insurance.* Lessee agrees to provide, and shall certify to the satisfaction of the Lessor that it is covered by (1) liability insurance in the amount not less than \$1,000,000 per person and \$2,000,000 per occurrence, which insures Lessee against (i) all claims of personal injury and personal property damage arising from the use of the Lease Area, which allege that the injury or damage has been caused by the negligence or gross negligence of the Lessee and the Lessee's agents and employees, and (ii) claims of personal injury and property damage arising from the use of the Lease Area. Lessor shall be named as an additional insured in the policy required by this paragraph 7(a). In the event the Lessee is unable to obtain the required insurance naming Lessor as a named insured, or the required insurance lapses, this Lease Agreement shall terminate. Lessee agrees to maintain insurance coverage required by this provision throughout the term of this Agreement.

(b) *Indemnification.* Lessee agrees to indemnify and hold harmless the Lessor and all of its officers, employees, and agents from and against all suits, action, causes of action, damages, claims, liability, and expenses (including court costs and attorney's fees), and against any losses incurred by Lessor, resulting from or arising out of any act or omission of the Lessee or any of its employees, agents, invitees, licensees or guests in the course of operating, maintaining or using the Lease Area.

(c) *Waiver of Lessor's Liability.* By executing this Agreement, Lessee expressly acknowledges and agrees that the Lessor and its officers and employees shall not be liable to Lessee or to any of its employees, agents, invitees, licensees or guests for any bodily injury or property damage sustained by any of them while on the Lease Area or for any property damage to Lessee's facilities located within the Lease Area.

8. Applicability of Federal, State and Local Laws. This Agreement is subject to the Alexandria City Code, federal and state law. In particular, this Agreement is subject to, and Lessee shall comply with, the criminal, fire, health and safety laws of the City of Alexandria and the Commonwealth of Virginia. Lessee shall permit officers of the City of Alexandria charged with enforcement of such laws to inspect the Lease Area during the periods of the Lessee's use.

9. Termination. Except as provided in Paragraph 7(a), in the event Lessee violates any term of this Agreement, Lessee shall be considered in default. If such continues for a period of thirty (30) days after Lessee has received written notice of the default, Lessor may terminate this Agreement effective immediately unless such default is of such a nature that it cannot be cured within such thirty (30) day period, in which case, Lessee may request that Lessor agree to extend the cure period for a reasonable amount of time to effect such a cure and such agreement shall not be unreasonably withheld by Lessor. Further, Lessor shall have the right to terminate this Agreement, effective immediately, in the event Lessee shall cease to own and operate the Business.

10. Assignment. This Agreement may not be assigned by Lessee without the written consent of Lessor, which consent may not be unreasonably withheld, but may require the approval of the Alexandria City Council. An assignment by Lessee to an affiliate, which is under the control of the Lessee or formed for the purpose of operating the Business for Lessee, shall not require the Lessor's consent.

11. Quiet Enjoyment. Lessor covenants that it has full right, power and authority to enter into the Agreement and that Lessee, upon paying the annual lease fee, and performing all of Lessee's other obligations pursuant to the Agreement, shall peaceably and quietly have, hold and enjoy the Lease Area during the term of this Agreement and any renewal terms, without hindrance, ejection or molestation by any person lawfully claiming by, through or under Lessor, or as a member of the general public.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia.

13. Notices. All notices under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or sent by certified or registered mail, return receipt required, or sent by an established overnight commercial courier for delivery on the next business day with delivery charged prepaid, addressed to the other party at the following

addresses, or such other address as either party may, from time to time, designate in writing:

**LANDLORD:**

City of Alexandria  
Department of General Services  
421 King Street, Suite 220  
Alexandria, VA 22314  
Attn: Director of General Services

**TENANT:**

The Jeffrey Lee Yates Trust dated  
September 14, 2017  
2705 King Street  
Alexandria, Virginia 22302  
Attn: Jeffrey L. Yates, Trustee of the Jeffrey  
Lee Yates Trust dated September 14, 2017

**With a copy to:**

City of Alexandria  
Office of City Attorney  
301 King Street, Suite 1300  
Alexandria, VA 22314  
Attn: City Attorney

**With a copy to:**

Robert D. Brant, Esq.  
Walsh, Colucci, Lubeley & Walsh, P.C.  
Courthouse Plaza  
2200 Clarendon Boulevard, Suite 1300  
Arlington, Virginia 22201-3359

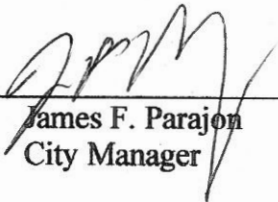
[Signatures Follow On The Next Page]

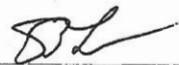


IN WITNESS WHEREOF, the Lease has been duly executed by the parties hereto on the day and year first hereinabove written.

**LANDLORD:**

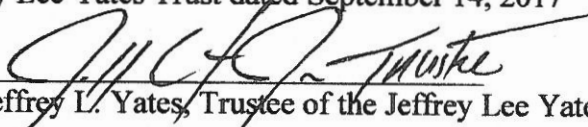
THE CITY OF ALEXANDRIA a municipal corporation of the Commonwealth of Virginia

By:   
James F. Parajon  
City Manager

  
Approved as to Form  
Shawn Lassiter  
Assistant City Attorney

**TENANT:**

The Jeffrey Lee Yates Trust dated September 14, 2017

By:   
Jeffrey L. Yates, Trustee of the Jeffrey Lee Yates Trust dated September 14, 2017  
Owner

**Exhibit A**

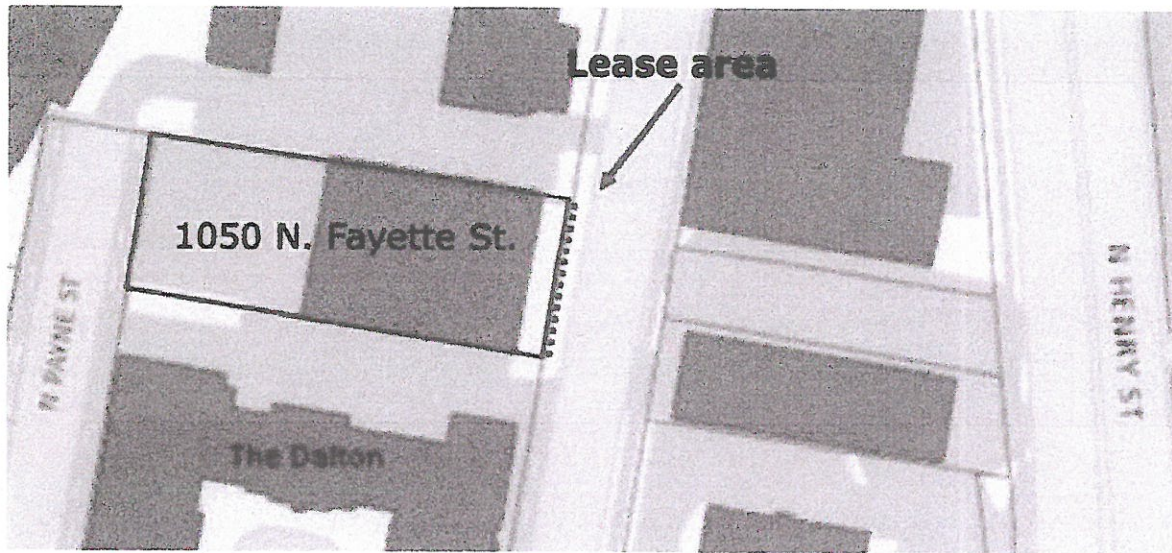


Exhibit B

