

DOCKET ITEM #10

Special Use Permit #2009-0054
2615-2619 Mount Vernon Avenue

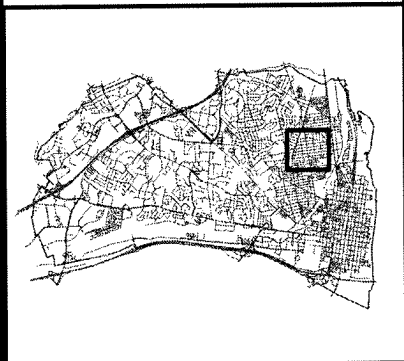
Application	General Data	
Request: Consideration of a request to expand an existing restaurant and a parking reduction.	Planning Commission Hearing:	November 5, 2009
	City Council Hearing:	November 21, 2009
Address: 2615-2619 Mount Vernon Ave.	Zone:	CL / Commercial Low
Applicant: Mejia Brothers, Inc. by German Mejia	Small Area Plan:	Potomac West

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: Nathan Randall nathan.randall@alexandriava.gov



KEY MAP



SUP #2009-0054

11/05/09



I. DISCUSSION

REQUEST

The applicant, Mejia Brothers, Inc. d/b/a Los Tios Restaurant, requests special use permit amendment to expand a restaurant, with a parking reduction, located at 2615-2619 Mt. Vernon Ave.

SITE DESCRIPTION

The subject site comprises one lot of record and a portion of a second. Each site is developed with a single story commercial building with four tenant spaces, three of which will be used by the restaurant. The subject restaurant, Los Tios Grill, occupies approximately 4,000 square feet at 2615 & 2617 Mt. Vernon Ave. The applicant proposes to expand the restaurant by 1,637 square feet into the adjacent commercial space at 2619 Mt. Vernon Ave, which is currently occupied by Botanica San Elias.



The surrounding area is occupied by a mix of commercial, residential, and institutional uses. Immediately to the north are commercial and residential uses. To the south is Curves health & fitness studio and its adjacent parking lot. To the east are single-family residences and to the west is the Mount Vernon Elementary School and Recreation Center.

BACKGROUND

On January 23, 1982, City Council granted Special Use Permit #1447 for the operation of an ice cream shop. Since that time, the ownership of the restaurant has changed several times. On August 3, 2004, staff administratively approved SUP#2004-0060 to change ownership of the business to the current applicant. On November 13, 2004, City Council approved SUP#2004-0088 for a restaurant expansion. On March 18, 2006, City Council approved SUP#2006-0002 allowing a further expansion of the restaurant.

On October 16, 2009, staff visited the subject property to determine if the business was in compliance with the conditions of its special use permit. Staff found one violation of the special use permit that was corrected immediately.

PROPOSAL

The applicant proposes to expand its existing Tex-Mex and El Salvadorian restaurant into neighboring tenant space at 2619 Mt. Vernon Ave. The expansion will bring the total square footage of the restaurant to 5,637. The applicant proposes an additional 106 indoor seats and an additional 24 outdoor seats, bringing the total seats at the restaurant to 306. The applicant is also requesting a 25-space parking reduction. The hours of operation will remain the same. The restaurant offers customers table service, bar service, and carry-out. The current limited live entertainment and current on-premises alcohol service is proposed to continue.

<u>Hours of Operation</u>	Sunday-Thursday 11:00am – 11:00pm Friday & Saturday 11:00am – midnight
<u>Number of Seats</u>	Existing: 128 indoor, 10 bar seats, 38 outdoor – 176 total seats Proposed: 224 indoor, 20 bar seats, 62 outdoor – 306 total seats
<u>Type of Service:</u>	Table service and bar service
<u>Customers:</u>	Between 50 and 250 patrons are expected per day/shift
<u>Alcohol:</u>	On-premises alcohol service (only) is proposed to continue
<u>Entertainment:</u>	Limited live entertainment is proposed to continue
<u>Delivery:</u>	No delivery service is proposed
<u>Noise:</u>	Noise levels are not anticipated to be high
<u>Trash/Litter:</u>	The applicant will provide trash cans and ensure that trash is properly disposed. Trash will be collected four times/week.

PARKING

According to Section 8-200 (A)(8) of the zoning ordinance, the restaurant is required to provide one parking space for every four seats. In addition, Section 6-604(B) states that outdoor dining requires no parking for the first 16 seats. A restaurant with 244 indoor seats and 62 outdoor seats (306 total seats) will be required to provide 73 off-street parking spaces.

The applicant partially satisfies this requirement by reaching an agreement to use parking spaces at SunTrust Bank located less than 500 feet away at 2809 Mt. Vernon Ave. Although the applicant has the use of the entire parking lot at all times the restaurant is open, staff notes that other businesses in the area use the same parking lot, reducing the number of spaces available to the applicant. As a result, staff has determined that the restaurant has the use of 48 out of 78

parking spaces existing on the site. The applicant has applied for a parking reduction of 25 spaces, which is the difference between the 73-space requirement and the 48 spaces available to the applicant at SunTrust Bank.

ZONING/MASTER PLAN DESIGNATION

The subject property is located in the CL zone and within the Mount Vernon Avenue Urban Overlay. Sections 4-103 the Zoning Ordinance allows a restaurant only with a special use permit.

The proposed use is consistent with the Potomac West Small Area Plan chapter of the Master Plan which designates the property for commercial use.

II. STAFF ANALYSIS

Staff supports the applicants' proposal to expand the existing Los Tios restaurant into space at 2619 Mt. Vernon Ave. The restaurant use is reasonable and appropriate for Mt. Vernon Avenue, where pedestrian-oriented uses are encouraged. Staff also supports the parking reduction under the terms sought by the applicant.

Staff recognizes the potential for neighborhood impacts from restaurant uses generally and from the proposed restaurant expansion. However, staff believes that the existing and amended conditions in the staff report should sufficiently address any potential impacts. Staff has carried forward an existing condition requiring approval from the Director of Planning & Zoning for any façade improvements made to the building, in order to ensure compliance with the Mt. Vernon Avenue Business Area Plan. Staff has also carried forward or amended standard conditions regarding noise, odors and litter, and entertainment being subordinate to the primary use as an eating establishment.

Although outdoor dining does present some potential for impacts on the surrounding neighborhood, staff generally encourages it in the Del Ray neighborhood so long as the applicant keeps operations within the citywide and neighborhood-specific outdoor dining standards. These standards are reflected in the new and amended conditions of Section III of this report. In this case, the application of these standards will allow the applicant to keep the same hours of operation for the indoor and outdoor seating by permitting one additional hour of outdoor dining operation.

Staff supports the applicant's proposed parking reduction of 25 parking spaces because it is only necessary as a technical matter. The number of parking spaces available to the applicant during the day is only 48. However, after 6:00pm, an additional 25 spaces becomes available once nearby businesses close for the day. Therefore, staff views the parking reduction as a technical matter and necessary only because the restaurant cannot provide all 73 parking spaces it needs at SunTrust Bank at all times.

Staff supports the parking arrangement for several reasons. First, the SunTrust lot is underutilized as a practical matter, something staff has observed in person over multiple days and different times. Second, the busiest time for most restaurants is in the evenings, when Los Tios actually meets its parking requirement in the SunTrust parking lot since most of the lot's other users do not include evening hours. Third, nearly half of the technical parking reduction may be attributed to outdoor seating which is seasonal. Finally, a significant number of this restaurant's customers are neighborhood residents who walk to the establishment.

Staff recommends approval of the Special Use Permit request, subject to the conditions listed in Section III of this report.

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 issued to the applicant only or to any business or entity in which the applicant has a controlling interest. (P&Z) (SUP #1751-A)
2. **CONDITION AMENDED BY STAFF:** The seating capacity shall be limited to a maximum of ~~128 table seats indoors, 10 bar seats,~~ 244 indoor seats and 38 62 seats outdoors, as requested by the applicant. (P&Z) (~~SUP#2006-0002~~)
3. **CONDITION AMENDED BY STAFF:** The hours of operation shall be restricted to between 7:00 a.m. and 11:00 p.m., Sunday through Thursday, and between 7:00 a.m. and 12:00 midnight on Friday and Saturday. The hours of operation for the outdoor dining area shall be limited to between 8:00 a.m. to 10:00 p.m., daily. The outdoor dining area shall be cleared of all diners by 10:00pm and the area shall be cleaned and washed ~~by 10:30pm~~ at the close of each business day that it is in use. Outdoor seating areas shall not include advertising signage, including on umbrellas. Deliveries made to the business from the rear alley shall occur only between 8:00 a.m. and 6:00 p.m. daily. (City Council) (~~SUP#2004-0088~~)
4. Trash and garbage shall be placed in sealed containers which do not allow odors to escape and shall be stored inside or in closed containers which do not allow invasion by animals. No trash and debris shall be allowed to accumulate on site outside of those containers. (P&Z) (SUP#2002-0046)
5. Condition deleted. (SUP#2004-0088)(P&Z)
6. Kitchen equipment shall not be cleaned outside, nor shall any cooking residue be washed into the streets, alleys or storm sewers. (T&ES) (SUP #1751-A)
7. **CONDITION AMENDED BY STAFF:** ~~No outdoor speakers shall be permitted. All~~ loudspeakers shall be prohibited from the exterior of the building, and no amplified sounds shall be audible at the property line. (T&ES) (~~SUP#2006-0002~~)

8. The applicant shall post the hours of operation at the entrance to the restaurant. (P&Z) (SUP #1751-A)
9. No food, beverages, or other material shall be stored outside. (P&Z) (SUP#1751)
10. Condition deleted by staff. (P&Z) (SUP #2003-0003)
11. Condition deleted by staff. (T&ES) (SUP #2003-0003)
12. Litter on the site and on public rights-of-way spaces adjacent to or within 75 feet of the premises shall be picked up at least twice a day and at the close of business, and more often if necessary, to prevent an unsightly or unsanitary accumulation, on each day that the business is open to the public. (P&Z) (SUP #1751)
13. No delivery service is permitted. (P&Z) (SUP #2003-0003)
14. **CONDITION CONTINUED BY STAFF:** The applicant shall provide a drawing of proposed improvements to the Director of Planning and Zoning prior to installation and shall implement façade improvements consistent with the Design Guidelines of the Mt. Vernon Avenue Business Area Plan, which shall include but not be limited to a new awning and signage and low metal fencing with planters for the outdoor dining area to the satisfaction of the Director of Planning and Zoning. (P&Z) (SUP#2006-0002)
15. Condition deleted by staff. (P&Z) (SUP #2003-0003)
16. **CONDITION CONTINUED BY STAFF:** The applicant shall contact the Crime Prevention Unit of the Alexandria Police Department regarding a security survey and robbery awareness program for the business. The number is 703-838-4520. (Police) (SUP#2003-0003)
17. Indoor live entertainment shall be permitted to the extent that no amplified sound is audible outside the restaurant. No admission or cover fee shall be charged. All entertainment shall be subordinate to the principal function of the restaurant as an eating establishment. Any advertising of the entertainment shall reflect the subordinate nature of the entertainment by featuring food service as well as the entertainment. (P&Z)(SUP#2004-0088)
18. On site alcohol service is permitted; no off-premise alcohol sales are permitted. (P&Z)(SUP#2004-0088)
19. **CONDITION AMENDED BY STAFF (SEE CONDITION #28):** At such time that a shared parking program has been adopted by the City Council, the applicant shall participate in the program. ~~In addition, the applicant shall require its employees who drive to work to use off street parking.~~ (P&Z) (SUP#2006-0002)

20. **CONDITION AMENDED BY STAFF:** The applicant shall control cooking odors, and smoke, and any other air pollution from operations at the site and ~~the property~~ to prevent them from leaving the property or becoming a nuisance to neighboring properties, as determined by the Department of Transportation and Environmental Services Health. (T&ES) (~~SUP#2003-0003~~)
21. Condition deleted. (P&Z) (*See Condition # 14*)
22. The applicant shall post signs at the front of the building directing patrons to the location of off-street parking to the satisfaction of the Director of Planning and Zoning. (PC) (SUP#2006-0002)
23. **CONDITION AMENDED BY STAFF:** The Director of Planning and Zoning shall review the special use permit ~~after it has been operational for one year after approval~~, and shall 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 a result of a complaint that rises to the level of a violation of the permit conditions, or (c) the director has determined that there are problems with the operation of the use and that new or revised conditions are needed. (P&Z) (~~SUP#2004-0088~~)
24. The applicant shall conduct employee training sessions on an ongoing basis, including as part of any employee orientation process, to discuss all special use permit provisions and requirements, and to provide instruction preventing underage sales of alcohol. (P&Z)(~~SUP#2004-0088~~)
25. Condition deleted. (P&Z)(~~SUP#2004-0088~~)
26. The applicant shall maintain the dumpster screening in good condition, to the satisfaction of the Director of Planning and Zoning. (P&Z)(~~SUP#2004-0088~~)
27. No dumpster service is permitted before 8:00 a.m. (PC) (SUP#2003-0003)
28. **CONDITION AMENDED BY STAFF:** The applicant shall require its employees who drive to use off-street parking and encourage its provide employees to who use mass transit with subsidized bus and rail fare media. ~~or to carpool when traveling to and from work, by posting information regarding The applicant shall also post DASH and METRO routes, the location where fare passes for transit are sold, and advertising of carpooling opportunities~~ schedules on-site for employees. (P&Z) (~~SUP#2004-0088~~)
29. **CONDITION AMENDED BY STAFF:** The applicant shall provide and maintain an up-to-date parking contract for at least 40 48 off-street parking spaces through an agreement with the SunTrust Bank located at 2809 Mt. Vernon Avenue to serve patrons during business hours to the satisfaction of the Directors of Planning and Zoning and

Transportation and Environmental Services. The applicant shall provide an up-to-date parking contract to the Director of Planning and Zoning on January 1st of each year. If this agreement changes in any manner, the applicant will provide the city with evidence that he has secured the required number of off-street parking spaces at another location or he must apply for a parking reduction. (T&ES) (P&Z) (SUP#2006-0002)

30. Advertising and promotional material for the restaurant shall include information about parking and public transit options. (P&Z)(SUP#2004-0088)
31. Outside dining facilities are permitted in front of the restaurant along Mount Vernon Avenue, and shall not encroach upon the public right-of-way unless authorized by an encroachment ordinance. (P&Z) (SUP#2006-0002)
32. **CONDITION DELETED (SEE CONDITION #3):** ~~The outdoor dining area shall be cleared and washed at the close of each business day that it is in use. (P&Z)(SUP#2004-0088)~~
33. Any enclosure of the outdoor seating area shall be reviewed and approved by the Director of Planning and Zoning prior to installation. (P&Z) (SUP#2004-0088)
34. Approval of the requested number of seats is contingent upon the applicant's compliance with all Code requirements. (P&Z)(SUP#2004-0088)
35. **CONDITION SATISFIED:** ~~The applicant shall remove the existing box sign from the exterior of the subject building. (P&Z) (SUP#2006-0002)~~
36. **CONDITION ADDED BY STAFF:** Meals ordered before the closing hour may be sold, but no new patrons may be admitted and no alcoholic beverages may be served after the closing hour and all patrons must leave by one hour after the closing hour. (P&Z)
37. **CONDITION ADDED BY STAFF:** Supply deliveries, loading, and unloading activities shall not occur between the hours of 11:00pm and 7:00am. (T&ES)
38. **CONDITION ADDED BY STAFF:** Provide a menu or list of foods and equipments specification to be handled at this facility to the Health Department with your plans. (Health)

STAFF: Barbara Ross, Deputy Director, Department of Planning and Zoning;
Nathan Randall, Urban Planner.

Staff Note: In accordance with section 11-506(c) of the zoning ordinance, construction or operation shall be commenced and diligently and substantially pursued within 18 months of the date of granting of a special use permit by City Council or the special use permit shall become void.

IV. CITY DEPARTMENT COMMENTS

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

Transportation & Environmental Services:

- R-1 **REVISED LANGUAGE SHOULD REPLACE EXISTING CONDITION #29:** The applicant shall provide and maintain an up-to-date parking agreement for forty-eight off-street parking spaces to serve patrons during business hours to the satisfaction of the Directors of Planning and Zoning and Transportation and Environmental Services. The applicant shall provide an up-to-date parking contract to the Director of Planning and Zoning on January 1st of each year. (T&ES)
- R-2 Kitchen equipment shall not be cleaned outside, nor shall any cooking residue be washed into the streets, alleys or storm sewers. (T&ES) (SUP2006-00002)
- R-3 The applicant shall control cooking 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) (SUP2006-00002)
- R-4 All loudspeakers shall be prohibited from the exterior of the building, and no amplified sounds shall be audible at the property line. (T&ES)
- R-5 Supply deliveries, loading, and unloading activities shall not occur between the hours of 11:00pm and 7:00am. (T&ES)
- R-6 Litter on the site and on public rights-of-way and spaces adjacent to or within 75 feet of the premises shall be picked up at least twice a day and at the close of business, and more often if necessary, to prevent an unsightly or unsanitary accumulation, on each day that the business is open to the public. (T&ES) (SUP2006-00002)
- R-7 **CONDITION AMENDED (See R-8):** At such time that a shared parking program has been adopted by the city council, the applicant shall participate in the program. ~~In addition, the applicant shall require its employees who drive to work to use off street parking.~~ (P&Z) (SUP2006-00002)
- R-8 The applicant shall require its employees who drive to use off-street parking and provide employees who use mass transit with subsidized bus and rail fare media. The applicant shall also post DASH and Metrobus schedules on-site for employees. (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). (T&ES) In order to comply with this code requirement, the applicant shall provide a completed Recycling Implementation Plan (RIP) Form within 60 days of City Council

approval. Contact the City's Recycling Program Coordinator at (703) 519-3486, or via e-mail at commercialrecycling@alexandriava.gov , for information about completing this form.

- 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)

Code Enforcement:

- C-1 A new fire prevention code permit is required for the proposed operation. An egress plan showing fixture location, aisles and exit doors shall be submitted for review with the permit application.
- C-2 Required exits, parking, and accessibility for persons with disabilities must be provided to the building.
- C-3 The following code requirements apply where food preparation results in the development of grease laden vapors:
- (a) All cooking surfaces, kitchen exhaust systems, grease removal devices and hoods are required to be protected with an approved automatic fire suppression system.
 - (b) A grease interceptor is required where there is drainage from fixtures and equipment with grease-laden waste located in food preparation areas of restaurants. Food waste grinders can not discharge to the building drainage system through a grease interceptor.
- C-4 A rodent control plan shall be submitted to this office for review and approval prior to occupancy. This plan shall consist of the following:
- (a) Measures to be taken to control the placement of litter on site and the trash storage and pickup schedule.
 - (b) How food stuffs will be stored on site.
 - (c) Rodent baiting plan.
- C-5 A sprinkler system is required for the proposed restaurant.
- C-6 The restaurant must comply with the 2006 USBC regarding plumbing, fresh air and aisle width requirements.
- C-7 Alterations to the existing structure must comply with the 2006 edition of the Uniform Statewide Building Code (USBC).
- C-8 Alterations to the existing structure and/or installation and/or altering of equipment therein requires a building permit. Five sets of plans, bearing the signature and seal of a design professional registered in the Commonwealth of Virginia, must accompany the written application. The plans must include all dimensions, construction alterations details, kitchen equipment, electrical, plumbing, and mechanical layouts and schematics.

- C-9 Construction permits are required for this project. Plans shall accompany the permit application that fully details the construction as well as layouts and schematics of the mechanical, electrical, and plumbing systems.
- C-10 Permission from adjacent property owners is required if access to the adjacent properties is required to complete the proposed construction. Otherwise, a plan shall be submitted to demonstrate the construction techniques utilized to keep construction solely on the referenced property.

Health Department:

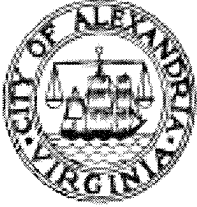
- F-1 This facility is currently operating as Los Tios Grill Restaurant under an Alexandria Health Permit, issued to German Mejia.
- C-1 An Alexandria Health Department Permit is required for all regulated facilities.
- C-2 This facility and all modifications must meet current Alexandria City Code requirements for food establishments.
- C-3 Five sets of plans must be submitted to and approved by this department prior to construction. Plans must comply with the Alexandria City Code, Title 11, Chapter 2, Food and Food Establishments. There is a \$ 200.00 fee for review of plans food facilities (Payable to City of Alexandria).
- C-4 Permits and/or approval must be obtained prior to operation.(\$100.00 Payable to VDH)
- C-5 The facility must comply with the Alexandria City Code, Title 11, Chapter 10, Smoking Prohibitions.
- C-6 Certified Food Managers must be on duty during all hours of operation.
- C-7 Restrooms, including those in common areas, serving the restaurant, are to meet Alexandria City Code, Title 11, Chapter 2 requirements.
- R-1 Provide a menu or list of foods and equipments specification to be handled at this facility to the Health Department with your plans.

Parks and Recreation:

- C-1 Property owner shall control weeds along public sidewalks, curb lines and within tree wells which are within 12 feet of the owners front property line. (City Ord. No. 2698, 6/12/82, Sec. 2; Ord. No. 2878, 11/12/83, Sec. 1)

Police Department:

- R-1 The applicant is to contact the Community Relations Unit of the Alexandria Police Department at 703-838-4520 regarding a security assessment for the business.
- R-2 The applicant is to contact the Community Relations Unit of the Alexandria Police Department at 703-838-4520 regarding robbery readiness training for all employees.
- F-1 The restaurant currently sells alcohol on-premise only. The Police Department concurs.
- F-2 The Police Department has no objections to the expansion of the business.
- F-3 The Police Department has no objections to the increased seating.



APPLICATION SPECIAL USE PERMIT

SPECIAL USE PERMIT # 2009-0054

PROPERTY LOCATION: 2615--2619 MT VERNON AVENUE, ALEXANDRIA, VA

TAX MAP REFERENCE: 24.04-04-01
24.04-04-49 **ZONE:** CL

APPLICANT:

Name: MEJIA BROTHERS, INC. DBA/LOS TIOS GRILL RESTAURANT

Address: 2615-2619 MT VERNON AVENUE

PROPOSED USE: FULL SERVICE RESTAURANT

[] **THE UNDERSIGNED**, hereby applies for a Special Use Permit in accordance with the provisions of Article XI, Section 4-11-500 of the 1992 Zoning Ordinance of the City of Alexandria, Virginia.

[] **THE UNDERSIGNED**, having obtained permission from the property owner, hereby grants permission to the City of Alexandria staff and Commission Members to visit, inspect, and photograph the building premises, land etc., connected with the application.

[] **THE UNDERSIGNED**, having obtained permission from the property owner, hereby grants permission to the City of Alexandria to post placard notice on the property for which this application is requested, pursuant to Article IV, Section 4-1404(D)(7) of the 1992 Zoning Ordinance of the City of Alexandria, Virginia.

[] **THE UNDERSIGNED**, hereby attests that all of the information herein provided and specifically including all surveys, drawings, etc., required to be furnished by the applicant are true, correct and accurate to the best of their knowledge and belief. The applicant is hereby notified that any written materials, drawings or illustrations submitted in support of this application and any specific oral representations made to the Director of Planning and Zoning on this application will be binding on the applicant unless those materials or representations are clearly stated to be non-binding or illustrative of general plans and intentions, subject to substantial revision, pursuant to Article XI, Section 11-207(A)(10), of the 1992 Zoning Ordinance of the City of Alexandria, Virginia.

GERMAN MEJIA
Print Name of Applicant or Agent

[Signature]
Signature 8/21/09
Date

2615-2619 MT. VERNON AVENUE
Mailing/Street Address

(703) 299-9290
Telephone # Fax #

ALEXANDRIA, VIRGINIA
City and State Zip Code

lostiossgrill@yahoo.com
Email address

ACTION-PLANNING COMMISSION: _____	DATE: _____
ACTION-CITY COUNCIL: _____	DATE: _____

PROPERTY OWNER'S AUTHORIZATION

As the property owner of 2615-2619 MT VERNONA AVENUE, I hereby
 (Property Address)
 grant the applicant authorization to apply for the RESTAURANT use as
 (use)
 described in this application.

Name: POTOMAC WEST REALTY Phone: _____

Please Print

Address: 700 N WASHINGTON ST, ALEXANDRIA, VA Email: _____

Signature: _____ Date: _____

1. Floor Plan and Plot Plan. As a part of this application, the applicant is required to submit a floor plan and plot or site plan with the parking layout of the proposed use. The SUP application checklist lists the requirements of the floor and site plans. The Planning Director may waive requirements for plan submission upon receipt of a written request which adequately justifies a waiver.

Required floor plan and plot/site plan attached.

Requesting a waiver. See attached written request.

2. The applicant is the (check one):

Owner

Contract Purchaser

Lessee or

Other: _____ of the subject property.

State the name, address and percent of ownership of any person or entity owning an interest in the applicant or owner, unless the entity is a corporation or partnership, in which case identify each owner of more than ten percent.

GERMAN MEJIA 1223 TENESSEE DR, LEESBURG, VA 20176 50% OWNERSHIP

MARIA RAQUEL FLORES 1223 TENESSEE DR, LEESBURG, VA 20176 50% OWNERSHIP

PROPERTY OWNER'S AUTHORIZATION

As the property owner of 2619 MOUNT VERNON AVENUE I hereby
(Property Address)

grant the applicant authorization to apply for the RESTAURANT use as
LOSTI'S RESTAURANT EXPANSION (use)
described in this application.

Name: KAFAT MAHMOOD
Please Print

Phone: 703 6838000

Address: _____

Email: _____

Signature: [Handwritten Signature]

Date: 8/18/09

1. Floor Plan and Plot Plan. As a part of this application, the applicant is required to submit a floor plan and plot or site plan with the parking layout of the proposed use. The SUP application checklist lists the requirements of the floor and site plans. The Planning Director may waive requirements for plan submission upon receipt of a written request which adequately justifies a waiver.

Required floor plan and plot/site plan attached.

Requesting a waiver. See attached written request.

2. The applicant is the (check one):

Owner

Contract Purchaser

Lessee or

Other: _____ of the subject property.

State the name, address and percent of ownership of any person or entity owning an interest in the applicant or owner, unless the entity is a corporation or partnership, in which case identify each owner of more than ten percent.

X

SUP# 2009-0054

USE CHARACTERISTICS

4. The proposed special use permit request is for (check one):

- a new use requiring a special use permit.
- an expansion or change to an existing use without a special use permit,
- an expansion or change to an existing use with a special use permit,
- other. Please describe: _____

5. Please describe the capacity of the proposed use:

A. How many patrons, clients, pupils and other such users do you expect?
Specify time period (i.e., day, hour, or shift).

WEEKDAYS LUNCH TIME WE EXPECT AN ESTIMATE OF 50 CLIENTS. WEEKDAYS DINER
TIME AN ESTIMATED OF 170 CLIENTS. WEEKENDS WE EXPECT AN ESTIMATED OF 250 PATRONS

B. How many employees, staff and other personnel do you expect?
Specify time period (i.e., day, hour, or shift).

WE EXPECT A TOTAL OF 74 EMPLOYEES. (See Exhibit A FOR MORE DETAILS)

6. Please describe the proposed hours and days of operation of the proposed use:

Day:	Hours:
<u>SUN-MON TUE WED THURSDAY</u> T	<u>11:00AM TO 11:00PM</u>
<u>FRIDAY SATURDAY</u>	<u>11:00AM TO 12:00AM</u>
_____	_____
_____	_____

7. Please describe any potential noise emanating from the proposed use.

A. Describe the noise levels anticipated from all mechanical equipment and patrons.

WE DO NOT ANTICIPATED A HIGH LEVEL OF NOISE

B. How will the noise be controlled?

N/A

SUP# 2009-0054

8. Describe any potential odors emanating from the proposed use and plans to control them:

WE DO NOT EXPECT ANY ODORS NOISE

9. Please provide information regarding trash and litter generated by the use.

A. What type of trash and garbage will be generated by the use? (i.e. office paper, food wrappers)

RECYCLE CANS, BOTTLE, OFFICE PAPER, FOOD, DISPOSIBLE RESTAURANT SUPPLIES

B. How much trash and garbage will be generated by the use? (i.e. # of bags or pounds per day or per week)

AN AVERAGE OF 49 BAGS PER WEEK

C. How often will trash be collected?

FOUR TIMES PER WEEK

D. How will you prevent littering on the property, streets and nearby properties?

PLACING LITTER BINS INSIDE AND OUTSIDE THE RESTAURANT. ENSURING THE STAFF OR CREW MEMBERS CLEAR RUBBISH FROM TABLES AND DISPOSE IT IN LITTER BINS PROVIDED.

10. Will any hazardous materials, as defined by the state or federal government, be handled, stored, or generated on the property?

[X] Yes. [] No.

If yes, provide the name, monthly quantity, and specific disposal method below:

COOKING OIL. A WEEKLY QUANTITY OF 30 GALLONS WILL BE USED. THE USED OIL IS COLLECTED ONCE A WEEK

SUP # 2009-0054

11. Will any organic compounds, for example paint, ink, lacquer thinner, or cleaning or degreasing solvent, be handled, stored, or generated on the property?

Yes. No.

If yes, provide the name, monthly quantity, and specific disposal method below:

N/A

12. What methods are proposed to ensure the safety of nearby residents, employees and patrons?

EMPLOYEES TRAINING WILL BE OFFER FOR SAFETY WE

ALCOHOL SALES

13.

A. Will the proposed use include the sale of beer, wine, or mixed drinks?

Yes No

If yes, describe existing (if applicable) and proposed alcohol sales below, including if the ABC license will include on-premises and/or off-premises sales.

THE RESTAURANT IS CURRENTLY SELLING MIXED DRINKS, BEER, AND WINE
WE WILL INCREASE OUR SEATING CAPACITY AND NOTIFY TO VIRGINIA
DEPARTMENT OF ALCOHOL CONTROL ABOUT THE RESTAURANT EXPANSION
AND CONTINUING SELLING ALCOHOL BEVERAGES ON PREMISES

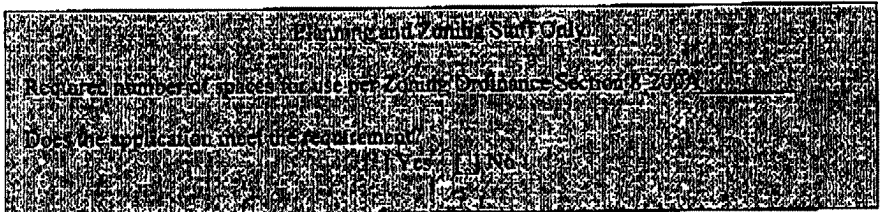
SUP # 2009-0054

PARKING AND ACCESS REQUIREMENTS

14. A. How many parking spaces of each type are provided for the proposed use:

- _____ Standard spaces
- _____ Compact spaces
- _____ Handicapped accessible spaces.
- _____ Other.

See Exhibit A



B. Where is required parking located? (check one)

- on-site
- off-site

If the required parking will be located off-site, where will it be located?

2809 MT VERNON AVENUE, ALEXANDRIA, VA

PLEASE NOTE: Pursuant to Section 8-200 (C) of the Zoning Ordinance, commercial and industrial uses may provide off-site parking within 500 feet of the proposed use, provided that the off-site parking is located on land zoned for commercial or industrial uses. All other uses must provide parking on-site, except that off-street parking may be provided within 300 feet of the use with a special use permit.

C. If a reduction in the required parking is requested, pursuant to Section 8-100 (A) (4) or (5) of the Zoning Ordinance, complete the PARKING REDUCTION SUPPLEMENTAL APPLICATION.

Parking reduction requested; see attached supplemental form

15. Please provide information regarding loading and unloading facilities for the use:

A. How many loading spaces are available for the use? NONE



REVISED

SUP# 2009-0054

B. Where are off-street loading facilities located? THE LOADING FACILITY IS
LOCATED AT FRONT OF THE RESTAURANT

C. During what hours of the day do you expect loading/unloading operations to occur?
8:00 AM - 12:00 PM.
TWICE A WEEK FROM ~~10:00~~ AM TO ~~4:00~~ PM

D. How frequently are loading/unloading operations expected to occur, per day or per week, as appropriate?
TWICE A WEEK

16. Is street access to the subject property adequate or are any street improvements, such as a new turning lane, necessary to minimize impacts on traffic flow?
IT IS STREET ACCESS

SITE CHARACTERISTICS

17. Will the proposed uses be located in an existing building? Yes No
Do you propose to construct an addition to the building? Yes No
How large will the addition be? _____ square feet.

18. What will the total area occupied by the proposed use be?
4000 sq. ft. (existing) + 1637 sq. ft. (addition if any) = 5637 sq. ft. (total)

19. The proposed use is located in: (check one)
 a stand alone building
 a house located in a residential zone
 a warehouse
 a shopping center. Please provide name of the center: _____
 an office building. Please provide name of the building: _____
 other. Please describe: _____

End of Application

REVISED

SUP # 2009-0054



APPLICATION

RESTAURANT

All applicants requesting a Special Use Permit or an Administrative Use Permit for a restaurant shall complete the following section.

1. How many seats are proposed?
Indoors: 244 outdoors: 46 Total number proposed: 306

2. Will the restaurant offer any of the following?
Alcoholic beverages (SUP only) Yes No
Beer and wine — on-premises Yes No
Beer and wine — off-premises Yes No

3. Please describe the type of food that will be served:
Fine Tex-Mex & Salvadorian

4. The restaurant will offer the following service (check items that apply):
 table service bar carry-out delivery

5. If delivery service is proposed, how many vehicles do you anticipate? ND
Will delivery drivers use their own vehicles? Yes No
Where will delivery vehicles be parked when not in use?

6. Will the restaurant offer any entertainment (i.e. live entertainment, large screen television, video games)?
 Yes No
If yes, please describe:
TV @ bar, acoustic guitar

23

LOS TIOS GRILL RESTAURANT

SUP 2009-0054

EXHIBIT "A"

REVISED

SPECIAL USE PERMIT

DESCRIPTION OF BUSINESS EXPANSION

Los Tios Grill Restaurant has been operating as a Fine Tex-Mex & Salvadoran full service restaurant since 2004. The restaurant counts with a total of 128 indoor table seating , 10 indoor bar seating , and 38 outdoor seating .

The restaurant is a family oriented business, that has become a smash hit the Mt. Vernon Avenue area.

We are proposing to increase an additional 104 indoor tables seating and 24 outdoor seatings, which will bring a total of seating capacity of 306 (Three Hundred Sixty) for the restaurant. The existing location has a total of 4 bathrooms, the proposing expansion will increase the total of bathrooms to 6. We do not expect major renovations in term of contruction. There will be a small hall that will conect the existing location 2617 with the proposing expanded location 2619.

The restaurant has worked a parking agreement with Suntrust Bank located at 2809 MT. Vernon St, which is .12 miles away from the restaurant, this agreement allows Los Tios Grill Restaurant patrons to park their vehicle in the bank parking lot, which has a total of 44 parking available, as per zoning ordinance section 8-200 (c) for commercial use property off site parking may be provide within 500 feet. The off site parking for the propose use is within 440 feet away.

The Restaurant



the Hours of operation as follow:

Day	Time
Sunday-Monday-Tuesday-Wednesday-Thurday:	11:00AM to 11:00PM
Friday-Saturday	11:00AM to 12:00AM

Los Tios Grill Restaurant will notify Virginia Department of Alcohol of the proposal changes to the existing ABC license.

The Resturant counts with a total of 49 Employees, with the proposing changes, the restaurant will employ an additional 25 employees totaling 74 employees to provide a better service, please note that some of this employees will be seasonal, due to the fact that 62 seats are outdoors and the restaurant will not be able to use these seats in winter time.



APPLICATION - SUPPLEMENTAL

PARKING REDUCTION

Supplemental information to be completed by applicants requesting special use permit approval of a reduction in the required parking pursuant to section 8-100(A)(4) or (5).

1. Describe the requested parking reduction. (e.g. number of spaces, stacked parking, size, off-site location)

we Request 25 spaces of parking

2. Provide a statement of justification for the proposed parking reduction.

Additional 25 spaces can be available after 6:00 ~~pm~~ pm. at SunTrust lot.

3. Why is it not feasible to provide the required parking?

We have 48 spaces available at SunTrust Bank - no more spaces are available during the day. no parking exists on the Restoration Site

4. Will the proposed reduction reduce the number of available parking spaces below the number of existing parking spaces?

Yes. No.

5. If the requested reduction is for more than five parking spaces, the applicant must submit a **Parking Management Plan** which identifies the location and number of parking spaces both on-site and off-site, the availability of on-street parking, any proposed methods of mitigating negative affects of the parking reduction.

See attached

6. The applicant must also demonstrate that the reduction in parking will not have a negative impact on the surrounding neighborhood.

REVOCABLE PARKING LICENSE

THIS REVOCABLE PARKING LICENSE (this "License"), dated as of the 24th day of July, 2009, between **SUNTRUST BANK**, a Georgia banking corporation (the "Licensor"), and **MEJIA BROTHERS, INC.**, a Virginia corporation d/b/a Los Tios Restaurant (the "Licensee"), provides:

THAT for and in consideration of the mutual promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensee and the Licensor hereby agree as follows:

1. **LICENSE.** The Licensor hereby grants to the Licensee the revocable, nonexclusive right and license to use the License Area, as shown on Exhibit A attached hereto, which is situated on the property, owned by the Licensor (the "Property") located at 2809 Mount Vernon Avenue, Alexandria 22301, for the purpose set forth in this License.
2. **TERM.** The term (the "Term") of this License shall commence on January 1, 2008 (the "Commencement Date") and shall continue thereafter on a month-to-month basis unless and until Licensor or Licensee elects to terminate this License, with or without cause, at any time upon prior notice to the other party and in accordance with the terms and conditions of this License.
3. **PAYMENTS.** The Licensee shall pay the monthly license fee of \$0.00 (the "License Fee") to the Licensor in advance on the first day of each month during the Term. Each License Fees and other payments hereunder shall be due and payable in all events, in advance, without notice, deduction, abatement or offset of any amount or for any reason whatsoever, to SunTrust Bank and delivered to Landlord at SunTrust Tenant Income – Mid-Atlantic/Tennessee, P.O. Box 79012, Baltimore, Maryland 21279-0012, or to such other person or at such other place as Landlord may direct in writing.
4. **USE AND OCCUPANCY.** The Licensee shall have the revocable, nonexclusive right and license to use any of the parking spaces in the License Area for the purpose of parking customers', employees', patrons' and invitees' automobiles and for no other purpose. The parking spaces in the License Area are available to Licensee, its customers, employees, patrons and invitees only on an unreserved, unassigned and first-come first-served basis; provided, however that the Licensee and its employees, customers, patrons or invitees shall not be permitted to park any automobiles over night in the License Area. Further, the Licensee and its employees, customers, patrons and invitees shall be permitted to park automobiles in the License Area only between the hours of 11 a.m. and 12 a.m. Monday through Sunday. If (i) the Licensee or its employees, customers, patrons or invitees use the License Area in contravention of the terms and provisions of this License, (ii) the Licensee or its employees, customers, patrons or invitees use any area outside of the License Area at any time, or (iii) the Licensee breaches the terms of this License, the Licensor shall have the right, in its sole discretion, to have any and all vehicles or other personal property located in the License Area or on the Property removed, including without limitation by way of towing, at Licensee's sole cost, risk

and expense.

5. **ACCEPTANCE.** The Licensee accepts the License Area in its "as is, where is" condition and acknowledges that the Licensor has not made, and does not make any representations or warranties regarding the condition of the License Area or its suitability for the permitted purpose hereunder.

6. **MAINTENANCE AND REPAIR.** To the extent that the Licensee, its customers, employees, patrons and invitees use the License Area, the Licensee, at its expense, shall keep the License Area good and clean order and free and clear of debris.

7. **INSURANCE.** The Licensee, at its sole cost and expense, shall obtain and maintain at all times during the Term a policy of commercial general liability insurance on an "occurrence basis" against claims for personal injury including bodily injury, death, public liability and broad form property damage in limits not less than Two Million and 00/100 Dollars (2,000,000.00). The commercial general liability insurance policy shall name Licensor as an additional insured and shall provide that it can only be amended or terminated upon thirty (30) days' prior written notice to the Licensor. The Licensee shall deliver to the Licensor original certificates of such insurance upon the execution of this License and provide the Licensor with copies of all renewals thereof at least thirty (30) days prior to the termination of the existing policies. All insurance policies shall be issued by companies licensed to do business and in good standing in the jurisdiction in which the License Area is located.

8. **INDEMNIFICATION.** The Licensee shall indemnify, defend and hold the Licensor, and its affiliated companies, officers, directors, employees, tenants and agents (the "Indemnified Parties"), harmless from and against any and all claims for liability, costs, claims, losses, injury, death, damages, judgments or expenses (including reasonable attorneys' fees) incurred or suffered by the Indemnified Parties as a result of or in connection with (i) any death, personal injury or property or business damage in, on or about the Property, including the building and any improvements located thereon, caused in whole or in part by the Licensee, or its employees, customers, patrons and invitees, (ii) the use of the License Area by the Licensee, its employees, customers, patrons and invitees, (iii) any default by Licensee under the terms and conditions of this License and (iv) any act or omission of Licensee or its employees, customers, patrons and invitees. This provision shall survive any expiration or termination of this License.

9. **LICENSOR'S LIABILITY.** The Licensor shall not be responsible for any defect or change in the condition of the License Area or the Property, or the failure to make any repairs to the License Area or the Property, or for any resulting damage to person or property occurring in the License Area or on the Property, or the acts or omissions of tenants on the Property. All personal property of the Licensee and its employees, customers, patrons and invitees in, on or about the License Area and the Property shall be and remain at the Licensee's sole risk and the Licensor shall not be liable for damage to any such property as a result of theft or misplacement nor for any death, injury, loss or damage to persons or property occurring in the License Area or in, on or near the Property, the building and improvements thereon.

10. **RELCOATION.** The Licensor reserves the right to relocate the License Area if necessary

in connection with the Licensor's operations on the Property.

11. **SURRENDER.** Upon revocation or termination of this License, the Licensee, at its expense, shall surrender possession of the License Area to the Licensor in good and clean condition and order, free and clear of debris, and in substantially the same condition as existed in the date hereof, normal wear and tear excepted. Any personal property remaining in the License Area after any such revocation or termination shall become the personal property of the Licensor, who shall be entitled to remove, tow, sell or otherwise dispose of such personal property.

12. **ASSIGNMENT AND SUBLICENSE.** The Licensee shall not assign, sublicense or otherwise transfer its interests in this License.

13. **ENTIRE AGREEMENT.** This License and any exhibits attached hereto set forth the entire agreement between the parties hereto with respect to the Licensee's right to use the License Area. There are no promises, agreements or understandings, whether oral or written, between the parties regarding such matters other than as set forth in this License. Any amendment or modification to this License shall not be binding upon either party unless such amendment or modification is reduced to writing and signed by both parties. This License does not create a partnership, agency or joint venture relationship between the Licensor and the Licensee for any purpose.

14. **CAPTIONS.** The captions of the sections of this License are not part of the context of this License and shall be ignored in construing this License. They are intended only as aids in locating various provisions of this License.

15. **SEVERABILITY.** Each provision contained in this License shall be independent and severable from all other provisions hereof and the invalidity of any such provision shall in no way affect the enforceability of the other provisions hereof.

16. **GOVERNING LAW.** This License shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is located without regard to conflict of laws principles.

17. **BINDING EFFECT.** This License shall be binding upon and shall inure to the benefit of the Licensor and the Licensee, and, subject to Section 10 hereof, their respective legal representatives, successors and assigns, if permitted.

18. **NOTICES.** All notices and communications under this License required to be in writing shall be signed by a duly authorized representative of the party sending the same and shall be deemed effective when delivered personally or on the next business day after being sent by a guaranteed overnight delivery service (such as UPS) or on the third (3rd) day after being sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Licensor, then to:
SunTrust Bank
919 East Main Street, 14th Floor
Richmond, Virginia 23219

Attention: Corporate Real Estate

If to Licensee, then to:

~~Los Tios Restaurant~~

2615 Mt. Vernon Avenue
Alexandria, Virginia 22301
Attention: Manager

Either party may change its address by giving written notice of such change to the other party in the manner provided herein. Until any such written notice is actually received, the most recent address of record shall be deemed to continue in effect for all purposes

19. **NO BROKERS.** The Licensor and the Licensee represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this License. The Licensor and the Licensee agree to indemnify, defend and hold the other party harmless from and against all liabilities, expenses, fees, commissions and/or costs (including reasonable attorneys' fees) arising from any such claims asserted by anyone claiming by, through or against the indemnifying party.

20. **NO PARTNERSHIP.** Nothing contained in this License shall be construed as creating a partnership or joint venture between the Licensor and the Licensee.

21. **AUTHORIZATION.** Each party to this License hereby represents that this License has been duly authorized, executed and delivered by all necessary action on behalf of such party, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms.

22. **WAIVER OF JURY TRIAL.** The Licensor and the Licensee hereby waive, to the extent permitted by law, the right to trial by jury in any action or proceeding or counterclaim between the parties hereto, or their successors or permitted assigns, arising out of or in any way connected with this License or any of its provisions, the Licensee's use or occupancy of the License Area and/or any claim of injury or damage.

23. **OFAC DISCLOSURE.** Licensor represents and warrants to the Licensee (i) that neither the Licensor nor any person or entity that directly owns a ten percent (10%) or greater equity interest in it nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, (ii) that the Licensor's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the term of the License, as extended hereby, the Licensor shall comply with the Executive Order and with the Money Laundering Act.

REVISED

24. **COUNTERPARTS.** This License may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

25. **AUTOMATIC TERMINATION.** This License shall automatically terminate and become null and void in the event this License has not been executed on behalf of the Licensor and returned to the Licensee no later than 5:00 p.m. local Richmond, Virginia time on August 1, 2009, TIME BEING OF THE ESSENCE.


[SIGNATURES ON NEXT PAGE]

REVISED

IN WITNESS WHEREOF, the Licensee and the Licensor have executed or caused this License to be executed on their behalf by their duly authorized representatives as of the date set forth above.

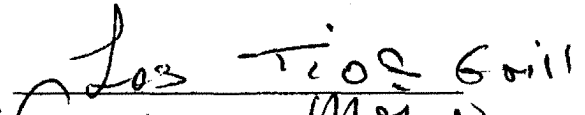
LICENSOR:

SUNTRUST BANK, a Georgia banking corporation

By: 
Name: J. DRAKE WATSON, JR.
Title: First Vice President

LICENSEE:

MEJIA BROTHERS, INC., a Virginia corporation

By: 
Name: Garrison Mejia
Title: Manager

10/16/09

Live Search Maps

Exhibit A

Unsaved collection

LICENSE AREA

1. Parking Area

