



Administrative Special Use Permit Application

Department of Planning & Zoning
301 King Street, Room 2100, Alexandria, Virginia 22314
Phone: 703.746.4666 | www.alexandriava.gov/planning

PROPERTY LOCATION: 6 King Street Alexandria VA 22314

ZONE: K R

TAX MAP REFERENCE: 075,01-05-01

APPLICANT'S INFORMATION:

Applicant: Sorakrit Poolchuay

Business/Trade Name: Mai Thai

Address: 6 King Street Alexandria VA 22314

Phone: 5712758805

Email: maithaioldtown@live.com

PROPOSED USE:

Animal Care with Overnight Accommodations

Auto Trailer Rental or Sales

Catering Operation

Child and Elder Care Homes

Day Care Center

Health and Athletic Club

Light Assembly, Service, and Craft

Light Auto Repair

Live Theater

Massage Establishment

✓ Outdoor Dining (Other than King Street Outdoor Dining Area)

Outdoor Food and Crafts Market

Outdoor Garden Center

Outdoor Display

Public School Trailers

Valet Parking

Vehicle Parking or Storage for More Than 20 Vehicles

PROPERTY OWNER'S AUTHORIZATION

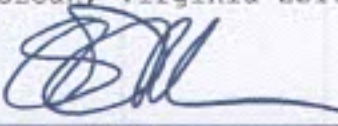
As the property owner, I hereby grant the applicant use of 6 King Street
(property address), for the purposes of operating a Restaurant (use)
business as described in this application. I also grant permission to the City of Alexandria to visit,
inspect, photograph and post placard notice on my property.

Name: Monarch Row, LLC

Phone: (571) 334-2628

Address: 8300 Greensboro Drive
#L1-616
McLean, Virginia 22101

Email: SRank@LambisRank.com

Signature: 

Date: February 6, 2025

Sam J. Rank, Principal, Lambis Rank, LLC, as Agent for Monarch Row, LLC

1. The applicant is the (check one):

Owner

Contract Purchaser Lessee or

Other: Business Owner

of the subject property.

Mai Thai Restaurant

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 and the percent of ownership.

CHOMPOUNUT ANGKURAT 4.32%	CHANTANA SRISATSAKUL 7.52%
PAPAPORN PONGTHAI 4.32%	UDOM TONGRUGS 20.93%
SORAKRIT POOLCHUAY 5.42%	WOODTHICHA TONGRUGS 20.93%
USANA JUNTORN PADADRAYA 5.42%	THOMAS UKRIT 16.48%
DRAKE SRIPRASERT 9.66%	NIKORN TEMBUNNAK 5.00%

If property owner or applicant is being represented by an authorized agent such as an attorney, realtor, or other person for which there is some form of compensation, does this agent or the business in which the agent is employed have a business license to operate in the City of Alexandria, Virginia?

NONE

Yes. Provide proof of current City business license

☒ No

The agent shall obtain a business license prior to filing application, if required by the City Code.

USE CHARACTERISTICS

2. Please give a brief statement describing the use:
restaurant dining

3. Please describe the proposed hours of operation:

Days Hours

Daily

Or give hours for each day of the week

Monday 11.15am-10.30pm

Tuesday 11.15am-10.30pm

Wednesday 11.15am-10.30pm

Thursday 11.15am-10.30pm

Friday 11.15am-11pm

Saturday 11.15am-11pm

Sunday 11.15am-10.30pm

4. 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).

44 seats

Sunday -Thursday lunch time 11.15am-3.30pm dinner time 3.30pm-10.30pm

Friday-Saturday lunch time 11.15am-3.30pm dinner time 3.30pm-11pm

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

2-3servers

Sunday -Thursday lunch time 11.15am-3.30pm dinner time 3.30pm-10.30pm

Friday-Saturday lunch time 11.15am-3.30pm dinner time 3.30pm-11pm

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

Standard and compact spaces

Handicapped accessible spaces

Other N/A

B. Please give the number of:

0

Parking spaces on-site

5

Parking spaces off-site

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

we rent colonial parking space.

102 N. UNION ST

ALEXANDRIA VA 22314

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

A. How many loading spaces are available for the use?

Backdoor of Restaurant

1

B. Where are off-street loading spaces located?

Union Street loading space

C. During what hours of the day do you expect loading/unloading operations to occur?

10.30am -11.30am

D. How frequently are loading/unloading operations expected to occur per day or per week?

4 days a week

7. If any hazardous materials or organic compounds (for example paint, ink, lacquer thinner, or cleaning or degreasing solvent), as defined by the state or federal government, be handled, stored, or generated on the property, provide the name, monthly quantity, and specific disposal method below:

None

8. What is the square footage the use will be occupying?

912.5 square feet

APPLICANT'S SIGNATURE

Please read and initial each statement:

- SP ☒ THE UNDERSIGNED, hereby applies for a Special Use Permit in accordance with the provisions of Article XI, Section 11-500 of the 1992 Zoning Ordinance of the City of Alexandria, Virginia.
- SP ☒ 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.
- SP ☒ 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 of the 1992 Zoning Ordinance of the City of Alexandria, Virginia.
- SP ☒ THE UNDERSIGNED, having obtained permission from the property owner, hereby grants permission to the City of Alexandria staff to visit, inspect, and photograph the building premises, land etc., connected with the application.

Print Name of Applicant or Representative Sorakrit Poolchuay

Signature



Date

02/13/2025

If this application is being filed by someone other than the business owner (such as an agent or attorney), please provide the information below:

Representative's Address:

Phone:

Email:

Fax:



Department of Planning & Zoning

Administrative Special Use Permit New Use Checklist

☒ Application form

☒ Application fee

Supplemental Worksheet for the following uses:

- ☐ Catering Operation
- ☐ Child or Elder Care Home
- ☐ Day care Center
- ☐ Light Automobile Repair, Auto & Trailer Rental or Sales, Vehicle Parking or Storage
- ☐ Live Theater
- ☒ Outdoor Dining
- ☐ Outdoor Display
- ☐ Outdoor Food and Crafts Market
- ☐ Outdoor Garden Center
- ☐ Valet Parking

Interior floor plan

- ☐ Include labels to indicate the use of the space (doors, windows, seats, tables, counters, equipment)

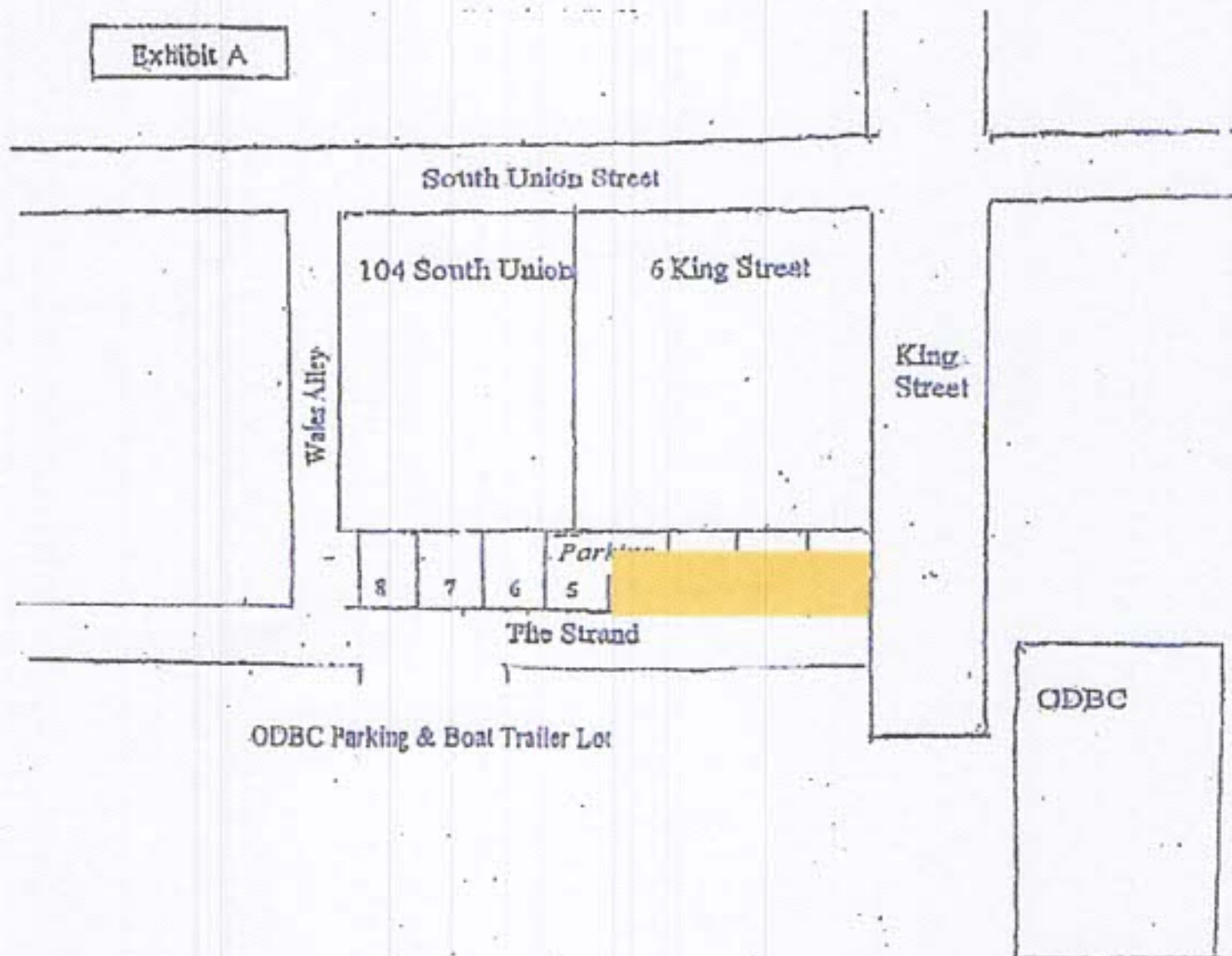
Contextual site image

- ☐ Show subject site, on-site parking area, surrounding buildings, cross streets

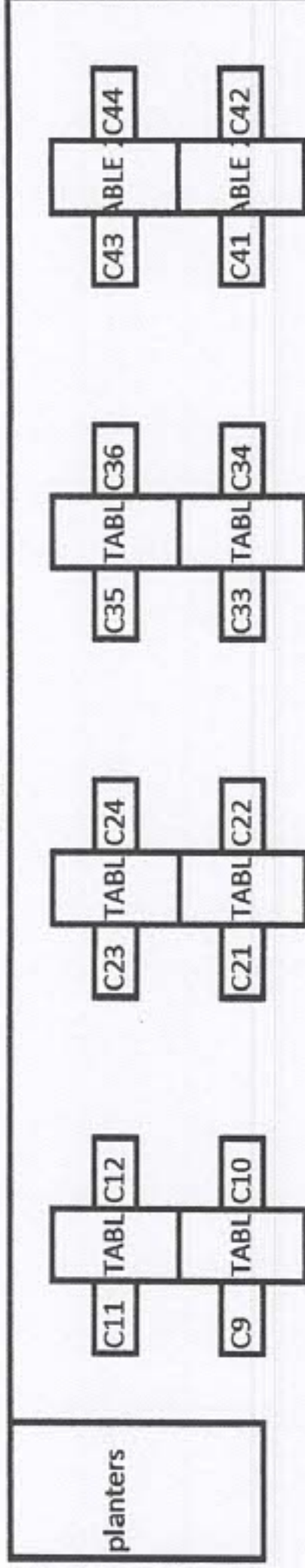
If applicable

- ☒ Outdoor plan for outdoor uses

Exhibit A



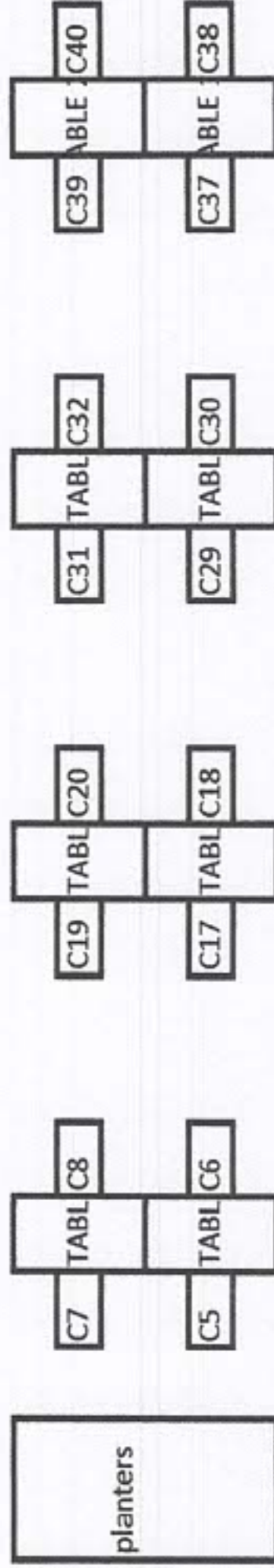
Barrier



Front Entrance

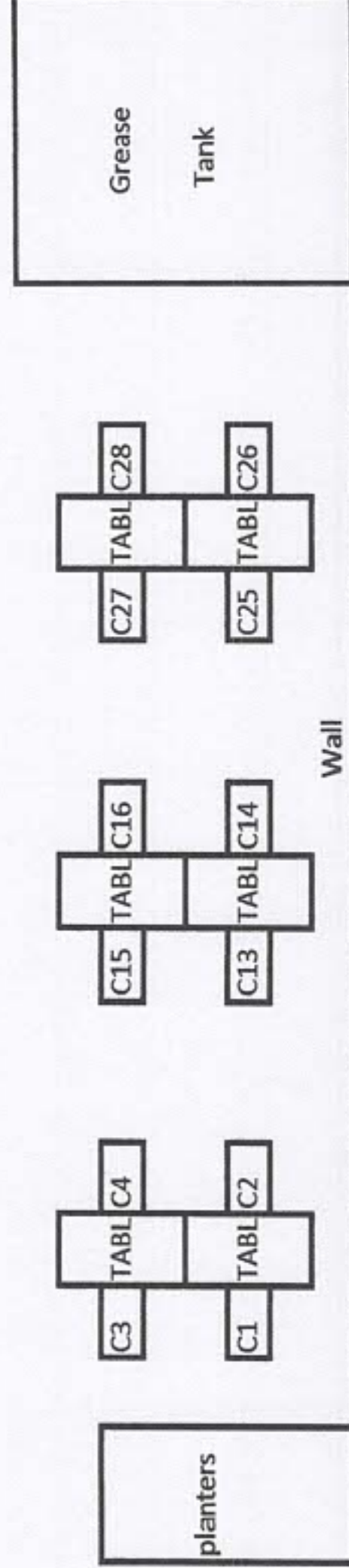
Barrier

Outdoor Seating on Waterfront Side Floor Plan



Front Entrance

Back Entrance



LICENSE AGREEMENT

This License Agreement (the "Agreement") is executed this 16th day of January 2025 ("Effective Date"), by the CITY OF ALEXANDRIA, a municipal corporation of Virginia ("Licensor") and Mai Thai Restaurant ("Licensee").

RECITALS

- A. Licensee operates a restaurant at 6 King Street, Alexandria, Virginia, and desires to obtain the right to use, subject to the terms and conditions of this Agreement, certain property owned by Licensor (and previously used as parking spaces 1, 2, 3 and 4) located adjacent to the building Licensee occupies (the "Restaurant"), as displayed in the attached Exhibit A
- B. Licensor is willing to permit Licensee to use the property adjacent to the Restaurant as an outdoor dining area associated with Licensee's restaurant, subject to obtaining all required permits and approvals, and abiding by the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises herein made and for other good consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Premises. The real property for which the license is granted consists of a portion of the City of Alexandria parcel property designated on the City of Alexandria Tax Map by Section 075.0 block 05-04 (the "License Area"). The property is approximately 912.5 square feet on the corner of King Street and Strand Street and consists of four parking spaces of an eight-space asphalt-paved surface parking lot (hereinafter, "Outdoor Dining Area") which is part of a City of Alexandria owned waterfront park (see Exhibit A).
2. License. In exchange for the consideration described herein and based upon the terms and conditions described herein, Licensor grants Licensee a license to use the Outdoor Dining Area for the term of this Agreement exclusively for outdoor seating associated with Licensee's restaurant.
3. Term. The term of this License shall begin the date of execution of this Agreement and shall continue for one (1) year from that date. Upon expiration, the agreement shall continue on a month-to-month basis, with either party terminating upon at least thirty (30) days' notice to the other party. Moreover, either party may terminate the lease prior to expiration upon thirty (30) days' notice to the other party. Notwithstanding the above, this license shall endure no longer than five years maximum.
4. License Fee. Licensee shall pay the Licensor a monthly fee of \$828.33 (eight hundred twenty-eight dollars and thirty-three cents), every first day of the month, an annual total of \$9,940.00 (nine thousand nine hundred forty dollars and zero cents) or \$10.89/SF for the license rights to use the Outdoor Dining Area.

- (a) *Payment Mailing Address*. All payments shall be made payable to the "City of Alexandria" and sent to the following address:

City of Alexandria
Department of General Services
421 King Street, Ste. 220
Alexandria, VA 22314

- (b) *Late Payment.* In the event any payment due to the Licensor 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.

5. Special Condition of License.

- (a) *Special Use Permit.* The Licensee is required to comply with the conditions of the Special Use Permit (hereinafter, "SUP"). Any violation of the conditions of the SUP pertaining to the Outdoor Dining Area shall be considered a violation of this Agreement and the Agreement shall be subject to Termination as described in Section 8 herein.
- (b) *Maintenance and Repairs.* The Licensee shall be responsible for the maintenance of the Outdoor Dining Area, including daily trash, litter pick up, and snow removal. Failure of the Licensee to do so may be considered a condition of default under Section 8 of this License Agreement. Licensee shall address any maintenance requests from the Licensor within fourteen (14) days from the date the request is received.
- (c) *Outdoor Dining Facilities.* Any improvements placed within the Outdoor Dining Area, including but not limited to tables, chairs, elevated decking, awnings, fencing or railings, or any other facilities necessary for the use of the Outdoor Dining Area pursuant to this Agreement ("Outdoor Dining Facilities") shall remain the property and the responsibility of Licensee. In the event this Agreement is terminated pursuant to Section 8 herein or for any reason, Licensee shall remove the Outdoor Dining Facilities within ten (10) days of such termination and shall restore the License Area to its pre-license condition.

6. Insurance. Licensee agrees to provide, and shall certify to the satisfaction of the Licensor that it is covered by liability insurance in the amount not less than \$1,000,000 per person and \$3,000,000 per occurrence, which insures Licensee against (i) all claims of personal injury and personal property damage arising from the use of the Outdoor Dining Area, which allege that the injury or damage has been caused by the negligence or gross negligence of the Licensee and the Licensee's agents and employees, and (ii) claims of personal injury and property damage arising from the use of the Outdoor Dining Area. Licensor shall be named as an additional insured. In the event the Licensee is unable to obtain the required insurance naming Licensor as a named insured, or the required insurance lapses, this License Agreement shall terminate. Licensee agrees to maintain insurance coverage required by this provision throughout the term of this Agreement and provide evidence to Licensor of such prior to the issuance of the Certificate of Occupancy for the Restaurant and throughout the term of this Agreement.

- (a) *Indemnification.* Licensee agrees to indemnify and hold harmless the Licensor and 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 Licensor, resulting from or arising out of any act or omission of the Licensee or any of its employees, agents, invitees, licensees or guests in the course of operating, maintaining or using the Outdoor Dining Area.
- (b) *Wavier of Licensor's Liability.* By executing this Agreement, Licensee expressly acknowledges and agrees that the Licensor and its officers and employees shall not be liable to Licensee 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 Outdoor Dining Area or for any property damage to Licensee's facilities located within the Outdoor Dining Area.

7. Applicability of Federal, State and Local Laws. This Agreement is subject to the Alexandria City Code, and all applicable provisions of federal and state law. This Agreement is subject to, and Licensee shall comply with, the criminal, fire, health and safety laws of the City of Alexandria and the Commonwealth of Virginia. Licensee shall permit officers of the City of Alexandria charged with enforcement of such laws to inspect the Outdoor Dining Area during the periods of the Licensee's use.
8. Termination. In the event Licensee violates any term of this Agreement, Licensee shall be considered in default. If such default continues for a period of thirty (30) days after Licensee has received written notice of the default, the Licensor 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, Licensee may request that Licensor agree to extend the cure period for a reasonable amount of time to effect such a cure and such agreement shall not be unreasonable withheld by Licensor. Furthermore, Licensor shall have the right to terminate this Agreement, effective immediately if Licensee ceases to operate the Restaurant.
9. Assignment. This Agreement may not be assigned by Licensee without the written consent of Licensor, which consent may not be unreasonably withheld but may require the approval of the Alexandria City Council. An assignment by Licensee to an affiliate, which is under the control of the Licensee or formed for the purpose of operating the Restaurant for Licensee, shall not require the Licensor's consent.
10. Quiet Enjoyment. Licensor covenants that it has full right, power and authority to enter into the Agreement and that Licensee, upon paying the monthly license fees, and performing all of Licensee's other obligations pursuant to the Agreement, shall peaceably and quietly have, hold and enjoy the Outdoor Dining Area during the term of this Agreement without hindrance, ejection or molestation by any person lawfully claiming by, through or under Licensor, or as a member of the public.
11. Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia.

Signature Page Follows

Licensor and Licensee acknowledge that they have read this Lease and that they accept and agree to be bound by the terms hereof.

LICENSOR:

CITY OF ALEXANDRIA, a municipal
corporation of Virginia

By: 

Title: James F. Parajon, City Manager

Date: January 13, 2025

Approved as to Form:

By: Bryan MacAvoy

Office of the City Attorney

Approved as to Form
Assistant City Attorney
Bryan MacAvoy
01.13.2025

LICENSEE:

MAI THAI Restaurant

By: 

Title: GENERAL MANAGER

Date: 01/16/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER V W Brown Insurance Service 10380 Old Columbia Rd. Ste 104 Columbia MD 21046	CONTACT NAME: Emmy Torres PHONE (A/C, No, Ext): (410) 730-2688 E-MAIL ADDRESS: etorres@vwbrown.com FAX (A/C, No): (410) 730-0219																					
INSURED Mai Thai Restaurant Thaiphon of Old Town, Inc. d/b/a 6 King Street Alexandria VA 22314-3227	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Erie Insurance Exchange</td><td>26271</td></tr><tr><td>INSURER B:</td><td>Erie Company of New York</td><td>16233</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Erie Insurance Exchange	26271	INSURER B:	Erie Company of New York	16233	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL2431567009 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired Automobile Liability Included <input checked="" type="checkbox"/> Nonowned Automobile Liability Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	Q97-1779671	03/15/2024	03/15/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NIL			Q27-1570701	03/15/2024	03/15/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N		N / A	Q87-6500497	03/15/2024	03/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			Q97-1779671	03/15/2024	03/15/2025	Ea Common Cause \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Monarch Row, LLC (Owner) and Lambis Rank, LLC (Property Manager) are included as Additional Insureds with regards to General Liability as per written agreement/contract with regards to leased premises at 6 King Street, Alexandria, VA 22314.

CERTIFICATE HOLDER

Monarch Row, LLC Lambis Rank, LLC 118 King Street, 2nd Floor Alexandria VA 22314-3288	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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