



Administrative Special Use Permit Application

Please type or print legibly

PROPERTY LOCATION: 107 N. Fayette Street, Alexandria, VA 22314

ZONE: _____ TAX MAP REFERENCE: _____

APPLICANT'S INFORMATION:

Applicant: Meggrolls, One Business/Trade Name: Meggrolls

Address: 4628 Newcomb Pl, Alexandria, VA 22304

Phone: 703-951-3340 Email: alex@meggrolls.com

PROPOSED USE:

- Animal Care Facility with Overnight Boarding
- Automobile and Trailer Rental and Sales
- Catering Business (accessory)
- Day Care
- Health and Athletic Club
- Light Auto Repair
- Live Theater
- Massage Establishment
- Motor Vehicle Storage/Parking for 20 or more Vehicles
- Outdoor Dining (exclude King Street Retail Overlay)
- Outdoor Display
- Outdoor Food and Crafts Market Center
- Outdoor Garden Center
- Restaurant
- Valet Parking

Please read and sign after the statement:

I have read and understand the general standards and the requirements for the use for which I am applying and have attached the Worksheet for the use.

Signature:  , meggrolls One, LLC

Please submit the following with this application form:

Site Plan At a minimum, show and label the subject property, surrounding buildings, and streets. Show, label and give dimensions for all parking spaces, entrances and exits, and trees and shrubbery.

Floor Plan At a minimum, show and label all interior features inside and outside seats, tables, counters, equipment, etc. as appropriate to the use. Show, label and give dimensions for all entrance and exit doors and windows, rooms/areas, staircases, elevators and bathrooms.



Restaurant Prescreening Checklist

To qualify for the administrative special permit review process, the proposed restaurant must be able to meet the following standards:

- 100 indoor seats or fewer
- Located outside of the W-1, WPR, RC, RC-X, & RD Zones
- If delivery service will be offered, must have a minimum of 20 seats & will be limited to 2 vehicles with dedicated off street parking.

Two delivery vehicles are allowed and there must be a dedicated parking place for it which is not on the public street. No delivery of alcoholic beverages is permitted.

- Restaurant hours must open at or later than 5:00 am & close at or before midnight

Meals ordered before the closing hour may be served, but no new patrons may be admitted, no new meals ordered, and no alcohol served after the closing hour. All patrons must leave by one hour after the closing hour.

Within the Mount Vernon Avenue Overlay zone and the NR zone (Arlandria) areas, hours are limited to from 6:00 a.m. to 11:00 p.m., Sunday through Thursday, and from 6:00 a.m. to midnight, Friday and Saturday, although the closing hour for indoor seating may be extended until midnight four times a year for special events.

- On premise alcohol service only

Full alcohol service, consistent with a valid ABC license is permitted. No alcohol sales for off premise consumption are permitted.

Within the Mount Vernon Avenue Overlay zone, the NR zone (Arlandria) and the West Old town neighborhood areas, alcohol may only be served at tables. Within the West Old Town neighborhood (bounded by Cameron, North West, Wythe and North Columbus Streets), no alcohol shall be served before 11 am or after 10 pm daily.

- Limited live entertainment only (with noise restrictions); Nightclub entertainment is not permitted.
- Restaurants in Old Town Small Area Plan must satisfy Old Town restaurant policies.
- Restaurants in Waterfront Small Area Plan must satisfy Waterfront restaurant policies.

If your business cannot meet the standards above, please speak with Planning and Zoning staff about the full hearing SUP process.

In addition to the use-specific standards listed above, all uses must follow additional general standards. To review the general standards, [click here](#) or contact Planning and Zoning staff for assistance (703)-746-4666. Additional conditions of approval will apply.

USE CHARACTERISTICS

2. Please give a brief statement describing the use:

Restaurant with accessory catering. We plan to serve lunch and dinner to walk in customers and deliver 5-10 catering orders per week for after lunches and special events.

3. Please describe the proposed hours of operation:

Days	Hours
Daily	

Or give hours for each day of the week

Monday	11 AM - 9 PM
Tuesday	11 AM - 9 PM
Wednesday	11 AM - 10 PM
Thursday	11 AM - 11 PM
Friday	11 AM - 12 PM AM
Saturday	11 AM - 12 PM AM
Sunday	11 AM - 9 PM

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).

Sunday-Monday - 100, Tuesday-Wednesday - 130, Thursday - 140, Friday-Saturday - 150

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

Sunday-Monday ^{AM-4} PM-4, Tuesday-Wednesday ^{AM-4} PM-5, Thursday ^{AM-5} PM-5, Friday-Saturday ^{AM-6} PM-6

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

- 0 Standard and compact spaces
- 0 Handicapped accessible spaces
- 6 Other

Worksheet for specific use from Checklist and Worksheet package.

Other materials, as required by specific use (see Guide to Administrative SUPs Checklist & Worksheets).

PROPERTY OWNER'S AUTHORIZATION	
As the property owner, I hereby grant the applicant use of <u>107 N Fayette St, Alexandria, VA 22314</u>	
(property address), for the purposes of operating a <u>Restaurant</u> (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: <u>Wellington Goddin</u>	Phone: <u>305-292-1122 803-435-3765</u>
Address: <u>1109 Grinnell St, Key West, FL 33040</u>	Email: <u>Wellyg1@bellsouth.net</u>
Signature: <u>Wellington Goddin</u>	Date: <u>9/7/2016</u>
Digitally signed by Wellington Goddin Date: 2016.09.07 16:54:54 -0400	

1. 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 and the percent of ownership.

Meghan Bamodey 75%. 4628 Newcomb Pl
Alexandra Parc 25%. 1404 S. Virginia Ave, Annapolis, MD
21401

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?

- 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.

- B. Please give the number of:
Parking spaces on-site 0
Parking spaces off-site 0

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

parking garage

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

- A. How many loading spaces are available for the use? 0 we have ally next to bldg.
- B. Where are off-street loading spaces located? 1101 King Street
Landmark Parking Garage
- C. During what hours of the day do you expect loading/unloading operations to occur? 6am-11am
- D. How frequently are loading/unloading operations expected to occur, per day or per week, as appropriate? 4x per 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:

APPLICANT'S SIGNATURE

Please read and initial each statement:

Initial: AP 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.

Initial: AP 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.

Alexandra Parc
Print Name of Applicant or Representative

[Signature]
Signature

9-19-14
Date

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: _____



SUPPLEMENTAL 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: 28 Outdoors: 12 Total number proposed: 40

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:

Eggrolls with american ingredients, coleslaw, chili,
french fries and small pies. We also plan to have
beer and wine.

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? 1

Will delivery drivers use their own vehicles? Yes No

Where will delivery vehicles be parked when not in use?

1101 King Street - Landmark parking garage

6. Will the restaurant offer any entertainment (i.e. live entertainment, large screen television, video games)?

Yes No

If yes, please describe:

Possibly video games and live guitarist.

OLD TOWN RESTAURANT POLICY

Changes to Old Town Small Area Plan Chapter of the Master Plan Adopted by City Council on November 13, 1993

On November 13, 1993, the City Council adopted Resolution No. 1672, which outlines new policy and criteria used in applying the revised Old Town Restaurant Policy. Individuals who apply for a special use permit to operate a restaurant in Old Town must address in their entirety five criteria in order to be considered for a special use permit. An application will not be formally accepted for processing until this questionnaire is completed.

GOALS OF THE OLD TOWN RESTAURANT POLICY

1. To lessen the on-street parking impact of restaurants in Old Town and adjacent areas;
2. To prevent rowdiness and vandalism from patrons leaving restaurants, particularly in the late evening; and
3. To control the spread of litter in Old Town.

POLICIES TO ATTAIN THE GOALS OF THE OLD TOWN RESTAURANT POLICY

City Council shall not approve a request for special use permit for any new restaurant, carry-out or fast food establishment or an expansion of an existing restaurant, carry-out or fast food establishment, unless it finds that the request does not significantly impact nearby residential neighborhoods. City Council shall consider the cumulative impact of the proposal and the number of already established restaurants, carry-outs, fast food establishments and the number of food service seats, bar seats and standing service areas in the immediate area. In the case of an expansion or other intensification, the entire operation of the establishment may be taken into account in determining its impact upon the nearby residential neighborhoods. In making that determination, City Council shall consider the following factors:

- The availability of off-street parking.
- The predicted impact of the restaurant on parking supply in the adjacent neighborhood.
- The extent to which the restaurant is open in the late night hours.
- The extent to which alcohol (such as spirits, mixed drinks, wine, and beer) consumption will predominate over food consumption, including consideration of the number of bar seats, if any, and the standing areas in the vicinity of bars.
- The predicted extent of litter generated in nearby neighborhoods.

CRITERIA TO BE USED TO EVALUATE NEW OR EXPANDED RESTAURANTS

Parking Management Plan. The applicant must submit a parking management plan (PMP), which specifically addresses the following issues:

- The parking demand generated by the proposed restaurant.
- The availability of off-street parking for patrons. For the purpose of this policy, availability shall be measured in terms of the number of vacant off-street parking spaces within 500 feet from the entrance to the restaurant.
- How employees who drive will be accommodated off the street at least in the evenings and on weekends.
- The predicted impact of the restaurant on the parking supply at the evening, weekend, and daytime peaks.
- A proposal to reduce the impact of parking created by the restaurant on nearby areas. Acceptable alternatives for reducing parking impacts include, but are not limited to, the following: validated parking or valet parking for patrons, and off-street parking or transit subsidies for employees.

Parking impacts. Please answer the following:

1. What percent of patron parking can be accommodated off-street? (check one)
 - 100%
 - 75-99%
 - 50-74%
 - 1-49%
 - No parking can be accommodated off-street

2. What percentage of employees who drive can be accommodated off the street at least in the evenings and on weekends? (check one)
 - All
 - 75-99%
 - 50-74%
 - 1-49%
 - None

3. What is the estimated peak evening impact upon neighborhoods? (check one)
 - No parking impact predicted
 - Less than 20 additional cars in neighborhood
 - 20-40 additional cars
 - More than 40 additional cars

Litter plan. The applicant for a restaurant featuring carry-out service for immediate consumption must submit a plan which indicates those steps it will take to eliminate litter generated by sales in that restaurant.

Alcohol Consumption and Late Night Hours. Please fill in the following information.

1. Maximum number of patrons shall be determined by adding the following:

	<u>40</u>	Maximum number of patron dining seats
+	<u>0</u>	Maximum number of patron bar seats
+	<u>20</u>	Maximum number of standing patrons
=	<u>60</u>	Maximum number of patrons

2. 6 Maximum number of employees by hour at any one time

3. Hours of operation. Closing time means when the restaurant is empty of patrons. (check one)
 - Closing by 8:00 PM
 - Closing after 8:00 PM but by 10:00 PM
 - Closing after 10:00 PM but by Midnight
 - Closing after Midnight

4. Alcohol Consumption (check one)
 - High ratio of alcohol to food
 - Balance between alcohol and food
 - Low ratio of alcohol to food





Landmark Parking, Inc.
33 S. Gay St.
Baltimore, MD 21202
410.837.5600
410.837.7405 (Fax)

You must read and agree to the Terms & Conditions (Parking Agreement) before signing up for a new account.

1. Monthly parking privileges begin on the first day of the month and end on the last day of that same month. All fees charged are for parking privileges only.
2. Monthly payments are due on the first of each month for the current month. *If payments are not received by the 10th of the month, it may result in termination of parking privileges. Privileges will be restored upon payment of account balances in addition to the assessed fine(s). The prevailing daily rates for the facility will be charged for period in default.*
3. A charge of \$35 will be assessed for each returned check. No refunds or allowances will be made for unused time/days within a given billing period unless a customer has been terminated by their employer or for medical reasons that will effectively terminate the requirement for monthly parking. Refunds will equal the unused portion of a one-month payment less the amount equal to fifteen (15), days of the billing period.
4. *Where applicable, the monthly parking identification tag (Hang Tag or Sticker), must be displayed (Visible & Readable), in the vehicle at all times. If the tag is not displayed, a notice will be placed upon the windshield of the vehicle and the prevailing daily rate for that parking facility will be charged. Any vehicle parked without proper identification will be subjected to towing at the owners expense.*
5. Where applicable: If a customer is parking a vehicle not currently registered with Landmark Parking, Inc., then it is the responsibility of the customer to transfer the applicable Identification (Hang Tag/Sticker) and to register the change if permanent. Prevailing daily rates will be charged for vehicles not possessing proper parking permits.
6. No client group or individual customer may reproduce or transfer a monthly parking identification tag, sticker or access device under any circumstances. Any and all violations of this policy will result in immediate termination of all parking privileges and may warrant criminal prosecution.
7. If Landmark Parking, Inc. has control of the keys to a parking customer or group client vehicle when the facility closes (All operating hours are posted), the vehicle will be locked and the keys deposited at the location shown on the information panel at the facility control booth.
8. *Landmark Parking, Inc. assumes no responsibility for any vehicle or property loss due to fire, theft, collision or any other damage not directly caused by the actions or negligence of Landmark Parking, Inc. and its employees.*

9. All damages and/or loss to vehicle(s) or property contained within must be reported to Landmark Parking, Inc. by the parking patron prior to departure from the parking facility. If not reported prior to departure, customer agrees to release Landmark Parking, Inc. from all liability, in all cases.
10. Where applicable, the client group and parking customer(s) acknowledge that an initial programming/start-up fee will be charged for facilities that utilize electronic/computerized access control systems. This includes a security deposit for an Access Control Swipe Card, Key FOB or Transponder. All security deposits will be returned to the customer or client group upon termination of the parking agreement provided all accounts have been satisfied and all access control devices are in working order and has been returned to Landmark Parking, Inc.
11. If an access control device is lost or stolen, the customer or client group will be charged a replacement fee before being issued a new device. The fee will be refunded if a lost access control device is found and returned to Landmark Parking, Inc.
12. Parking attendants are not authorized to make changes or amend this agreement in any manner. Further, the rules and regulations posted at each facility are binding and cannot be altered or waived by anyone other than an authorized representative of the facility owner, management entity or executive management of Landmark Parking, Inc. No cashier, porter, attendant or other onsite personnel are authorized to amend, waive or make changes as posted.
13. With a notice of thirty (30) days, this agreement may be terminated by either party through signed, written, or electronic (email/facsimile) notification. Notification of termination by the customer or client group must be in the form of an email generated through the customer or group clients email account, the account management website, or via a signed facsimile or letter mailed to Landmark Parking, Inc.'s corporate office. Phone calls, voice mails or notices given to a parking facility attendant are not an acceptable method of terminating an account. If initiated by Landmark Parking, Inc., the corporate office will provide by traditional mail, a written notification documenting the reason(s) for termination and actions to be taken to resolve outstanding balances, etc.
14. In accepting this agreement, the customer and/or client group identified in this document agrees to assume responsibility for all costs incurred in resolving disputes associated with contract payments and collection activities associated with this agreement. These costs include those of Landmark Parking, Inc. and its attorney's as well as the fee's assessed by collection agencies or courts as applied.
15. This agreement between the customer or group client identified below, and Landmark Parking, Inc., supersedes any and all agreements, arrangements, negotiations or promises made by, or between said Party(s) and Landmark Parking, Inc., its representatives, affiliates, and employees in any form.
16. Failure to abide the terms of this agreement or the rules and regulations posted at each facility will result in the immediate termination of all parking privileges afforded by this agreement.

This 'Parking Agreement' has been acknowledged and agreed to by electronic signature and is part of the permanent record for the associated contract parkers account. This agreement applies to all parkers registered within the account. This signature in its electronic form confirms acceptance and is legally binding.