



## ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item  
Meeting of October 15, 2011

### SUPPLEMENTAL REPORT- REVISED CONDITIONS

**DATE:** October 13, 2011

**SUBJECT:** SP #417 SITE PLAN for a special exception site plan for the preservation of existing garden apartments and construction of a 104-unit apartment building located at 1201, 1215, 1223 and 1233 N. Courthouse Rd. and 2025 Fairfax Dr. Modification to Zoning Ordinance requirements for: bonus density for LEED, compact parking percentage, and other modifications as may be necessary to achieve the proposed development. (RPC# 17-017-001, 002, 003, and - 004).

**DISCUSSION:** This supplemental report provides the Housing Commission recommendation of October 6, 2011 and revises proposed Conditions #19, 35, 36, 67 and 79. Specifically, proposed revisions to Conditions #19, 35 and 36 clarify the impacts of the Virginia Department of Transportation's (VDOT) improvements at the intersection of North Courthouse Road and North Fairfax Drive on the landscape and streetscape improvements proposed with the subject site plan. Condition #67 is further updated to reference the details of the affordable housing plan indicated in the staff report to the County Board dated October 6, 2011. Finally, Condition #79 is updated to provide that should there be changes to the Wakefield Manor, Wakefield Annex and Courthouse Manor buildings prior to the provision of a preservation easement resulting from either man-made or natural disaster, that building plans would be submitted for review by, and approval of the County Manager.

Housing Commission: The Housing Commission heard the subject site plan request at its October 6, 2011 meeting. The Commission advised 8-to-0 that the County Board accept the site plan with the condition of providing 4,700 square feet of gross floor area as on-site affordable housing for a term of 30 years.

Revised Conditions:

19. **Pavement, Curb and Gutter Along All Frontages**

County Manager: *BMD/GA*

County Attorney: *CWK* *GA*

Staff: Samia Byrd, CPHD, Planning Division  
Dolores Kinney, DES, Transportation Division  
Michael Leventhal, CPHD, Neighborhood Services Division  
Stephen Wade, CPHD, Housing Division

**41. B.**

The developer agrees to show on the final engineering plans pavement, curb and gutter along all frontages of ~~the~~ Entire Site in accordance with the then-current Arlington County Standard for concrete curb and gutter and the then-current standards for pavement and according to the following dimensions. The pavement, curb and gutter shall be constructed prior to issuance of the first partial Certificate of Occupancy for tenant occupancy ~~of the applicable phase of the project~~. The Zoning Administrator may, for good cause shown and through the administrative change process, allow modifications to the timing of this condition based on the season, weather, or other construction-related issues, which may not permit installation of these features by the required timing.

- a. The developer agrees to construct a new curb and gutter along the north side of Fairfax Drive, at approximately the existing location, with a pavement width of approximately 24 feet from face of curb to face of curb including travel lanes with a terminus, as shown on the plans dated September 6, 2011 and revised September 23, 2011, and subject to VDOT approval, as shown on the final engineering plan approved by the County Manager.

The developer agrees to construct pedestrian nubs and handicap ramps of materials as approved by the County, built per Arlington County Standards, and at the receptive corners at the intersection of Fairfax Drive and North Troy Street with an apron at North Troy Street.

- b. The developer agrees to construct a new curb and gutter along the west side of North Troy Street, at approximately the existing location, with a pavement width of approximately 26 feet from face of curb to face of curb including parking lanes and travel lanes, as shown on the final engineering plan approved by the County Manager.

The developer agrees to construct pedestrian nubs, handicap ramps and pedestrian crosswalks of materials as approved by the County, built per Arlington County Standards on-site and at the receptive corners at the intersection of Fairfax Drive and North Troy Street, and 13<sup>th</sup> Street and North Troy Street.

- c. The developer agrees to construct a new curb and gutter along the south side of 13<sup>th</sup> Street North, with a pavement width of approximately 34 feet from face of curb to face of curb including parking lanes and travel lanes, as shown on the final engineering plan approved by the County Manager.

The developer agrees to construct pedestrian nubs, handicap ramps and pedestrian crosswalks of materials as approved by the County, built per Arlington County Standards on-site and at the receptive corners at the intersections of 13<sup>th</sup> Street North and North Troy Street and 13<sup>th</sup> Street North and North Courthouse Road.

- d. The developer agrees to construct a new curb and gutter along the east side of North Courthouse Road, from 13<sup>th</sup> Street North to approximately 80 feet south with a pavement width of approximately 52 feet from face of curb to face of curb.
- e. If new curb and gutter has not been installed as part of the VDOT reconstruction on North Courthouse Road by the time of issuance of a building permit for the new building, the developer agrees to construct a new curb and gutter along the east side of North Courthouse Road with a variable pavement width from approximately 52 feet from face of curb to face of curb to approximately 114.6 feet from face of curb to face of curb including travel lanes as shown on the final engineering plan approved by the County Manager. If at the time of the start of construction of the new residential building VDOT has installed landscaping as part of its North Courthouse Road project, the Developer shall supplement the VDOT plantings to be consistent with the approved landscape plan.

The developer agrees to construct pedestrian nubs, handicap ramps and pedestrian crosswalks of materials as approved by the County, built per Arlington County Standards on-site and at the receptive corners at the intersection of 13<sup>th</sup> Street North and North Courthouse Road

All improvements to curb, gutter, sidewalks and streets for pedestrian and/or vehicular access or circulation shall be in full compliance with the Americans with Disabilities Act (ADA) and any regulations adopted thereunder, as well as any other applicable laws and regulations. The developer further agrees that all improvements to curb, gutter, sidewalks, crosswalks, and streets for pedestrian and/or vehicular access or circulation shall be as determined by the County Manager on the final Site Development and Landscape Plan and on the final Site Engineering Plan, in accordance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable urban design standards in effect at the time of final Site Engineering Plan Approval; provided, however, that the provision of such improvements shall not increase the projected cost anticipated for such improvements as shown on the site plan drawings dated September 6, 2011 and revised on September 23, 2011 unless the County provides additional funding to offset such increased cost.

### 36. **Interior Loading Spaces**

The developer agrees that all loading spaces shall be in the interior of the building and shall also comply with the following requirements: minimum 12-foot clear width (including entrances), 30 foot-length and 14-foot height clearance. Any loading dock to be used for trash removal shall have a minimum interior height clearance of 18 feet. However, if the developer provides documentation to demonstrate that compaction services require a lower minimum interior height clearance, then the County Manager may approve a lower minimum interior height clearance, not less than 14 feet. If the minimum interior height clearance is approved at less than 18 feet, the developer agrees to use only compaction services for trash collection and pick-up for the life of the site plan. All loading docks shall contain roll-down closable doors. Use of the loading dock for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from

8:00 a.m. to 6:00 p.m., seven (7) days a week. The loading dock door shall also be closed when the loading dock is in use, except when necessary for entry or exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures.

37. **Parking Garage Van Access**

The developer agrees that new office parking garages shall be designed to allow access and use by vanpools. At least ~~10%~~ 2% of the total new parking supply shall be accessible to vans, shall be conveniently located on the level of the garage closest to street level, and shall have a **minimum clearance of 98 inches height clearance consistent with the requirements of the Americans with Disabilities Act**. All **other** areas of the garage shall have a minimum clearance of 84 inches. Compliance with this condition shall be determined by review of the building plans by the Zoning Administrator before the issuance of the Footing to Grade Structure Permit, which review shall not relieve the developer from constructing in accordance with this condition.

67. **Affordable Housing Contribution**

a. Base Contribution: The developer agrees to comply with Subsection 36.H.6 of the Zoning Ordinance, "Affordable Dwelling Units for Increased Density Within General Land Use Plan." Prior to the issuance of the first Certificate of Occupancy for the project, the developer shall have submitted to and obtained from the County Manager confirmation or approval of the developer's finalized plan for meeting the requirements of the affordable housing ordinance, and shall have executed all necessary documents to implement the approved or confirmed plan. **The developer's final plan shall meet all standards in the affordable housing ordinance and/or discussed in the County Manager's reports to the County Board on this Site Plan (SP # 417) for its meeting of October 15, 2011.**

b. Fort Myer Heights North Special District - The developer agrees to comply with Subsection 13.B.5 of the Zoning Ordinance. Prior to the issuance of the first Certificate of Occupancy for the project, the developer agrees to execute documents requested by the County to evidence agreement to all of the terms and conditions outlined in the developer's approved final Affordable Housing Plan as set forth in the following conditions:

1. **Affordable Rents:** The developer agrees to provide approximately 4,700 gross floor area (GFA). 3,500 of the GFA will be in the newly constructed building consisting of two (2) three-bedroom units and one (1) two-bedroom unit. The remaining 1,200 GFA may be in either Wakefield Manor, Courthouse Manor or in the newly constructed building. The apartments shall have rents affordable to households at or below 60% of Area Median Income (AMI). The developer agrees to lease the affordable units to households whose incomes do not exceed this affordability level. The developer agrees that the affordable rents shall not exceed the established affordability level for 60% AMI, as published by the U.S. Department of Housing and Urban Development (HUD), minus a utility allowance (if applicable) as per the Utility Allowance Schedule annually approved by HUD for the Arlington County, VA Section 8 Housing Voucher Program.

2. **Rent Increases:** The developer agrees that rent increases for tenants continuing in occupancy shall be based on AMI increases as published by HUD, subject to a maximum cap of 5% per year for the first five (5) years for each tenant. Rents for households moving into vacated affordable units shall be set according to Paragraph (1) above. After an initial 5 year period for each tenant, annual rent adjustments shall not exceed the established affordability level for the rents minus a utility allowance as in Condition Paragraph (1) above.
3. **Compliance Period:** The developer agrees that the site plan condition shall require units to remain affordable for a term of 30 years from the issuance of the last Certificate of Occupancy for the last floor that is able to be occupied for the building in which the units are located.
4. **Accessible Units:** The developer agrees to maintain a minimum of one (1) of the affordable units as Type A under standards described in the American National Standards Institute “Accessible and Usable Buildings and Facilities” (ICC/ANSI A117.1-2003) as adopted by the Virginia Uniform Statewide Building Code. The developer agrees to diligently market the accessible units to income-qualified households with persons with physical disabilities for a period of 60 days during the initial marketing and leasing period. If after 60 days the developer is unable to rent the unit(s) to households with persons with disabilities, then the developer agrees to provide the unit(s) to income-qualified households without disabilities. After the initial marketing and leasing period, when the units become available, the developer agrees to make best efforts to market and lease the units to income-qualified households with persons with disabilities but may market and lease these units to any income-qualified households, regardless of disability. The developer agrees to market these units to households in need of such units as part of the developer's Affirmative Marketing Plan, described in Paragraph B. 5. below.
5. **Developer Affirmative Marketing Plan:** The developer agrees to implement an Affirmative Marketing Plan in substantially that form as required by the U.S. Department of Housing and Urban Development (HUD); the Affirmative Marketing Plan shall further be in a form and substance acceptable to the County Manager, or designee. The developer agrees that the proposed marketing plan shall call for the initial advertising and marketing of all the Income-Restricted Units for a period of at least forty-five (45) days prior to the projected occupancy of the complex.
  - a) **In addition, employees of the Owner, developer and/or property management company shall not submit applications for CAFs until the CAF units have been openly marketed for a minimum of four weeks.**
6. **Condominium Conversion:** If at any time prior to the end of the 30-year term for the affordable units the property is converted to a condominium, the affordable

units shall continue to be operated as rental units subject to the terms and conditions of the site plan condition for the remainder of the compliance period.

79. **Preservation of Wakefield Manor, Wakefield Annex and Courthouse Manor**

**Buildings**

At the time of transfer to an eligible “Receiving Site” of any portion of Transferable Development Rights associated with either Wakefield Manor, Wakefield Annex and/or Courthouse Manor , the developer shall provide a preservation easement over that portion of the of the site from which the Transferable Development Rights have been transferred. Should the developer determine not to transfer Transferrable Development Rights from Wakefield Manor, Wakefield Annex and/or Courthouse Manor to an eligible Receiving Site, the developer agrees to provide a preservation easement over the Wakefield Manor, Wakefield Annex, and Courthouse Manor properties in form and substance as agreed to by the developer and the County Attorney, prior to the issuance of the Excavation, Sheeting and Shoring Permit.

The developer further agrees that until such time as implementation of any Historic Preservation Easements as provided above, there shall be no demolition or major renovations to either Wakefield Manor, Wakefield Annex, or Courthouse Manor. In the event of major damage or destruction to Wakefield Manor, Wakefield Annex, and/or Courthouse Manor before easements are recorded on the property the developer agrees to submit the rebuilding plans to the County Manager for review and approval as rebuilding in a manner that is consistent with the historic character of the three (3) buildings as they existed on October 15, 2011. The developer further agrees that any construction on the site of the three (3) historic buildings shall be done in accordance with the approved plans. .