



## ARLINGTON COUNTY, VIRGINIA

### County Board Agenda Item Meeting of February 24, 2018

#### SUPPLEMENTAL REPORT—REVISED CONDITION

**DATE:** February 21, 2018

**SUBJECTS:** Items associated with 11<sup>th</sup> & Vermont:

- A. GP-341-17-1 GENERAL LAND USE PLAN AMENDMENT from "Low-Medium" Residential (16-36 Units/Acre) to "High-Medium Residential Mixed-Use" (Up to 3.24 FAR including associated office and retail activities) for the middle one-third of the blocks between Fairfax Drive and 11<sup>th</sup> Street North and between North Vermont Street and North Randolph Street; and, to include GLUP Note 25 for this area to provide additional guidance on the overall vision for the desired neighborhood transition along 11<sup>th</sup> Street North.
- B. Z-2600-17-1, REZONING from R-5, One Family and Restricted Two Family Dwelling District to R-C, Multiple-Family Dwelling and Commercial District; for the property known as 1031 N. Vermont Street and 4400 11<sup>th</sup> Street N. (RPC #14-017-005; -018; -006).
- C. SP #447, SITE PLAN for a 72-unit multifamily residential building with condominium and townhouse-style units (South Block) and 12 townhouse units (North Block); located at 1031 N. Vermont Street and 4400 11<sup>th</sup> Street N. (RPC #'s 14-018-001; -002; -070 and 14-017-005; -006; -018). Modification of zoning standards: density exclusions for below-grade spaces; visitor parking; tandem parking; and all other modifications necessary to achieve the proposed development.

**DISCUSSION:** This report replaces Condition #42 as provided in the original staff report dated February 16, 2018, with condition language clarifying that the affordable housing contribution is

County Manager:

County Attorney:

Staff: Matthew W. Pfeiffer, DCPHD, Planning Division  
Jane S. Kim, DES, Development Services Bureau  
Melissa Cohen, DCPHD, Housing Division  
Justin Falango, DCPHD, Planning Division  
Leon Vignes, DCPHD, Planning Division

## 22. A., B., C.

based on a General Land Use Plan change, the on-site units proposed are for sale units, and other revisions to the overall condition to simplify the administration of the affordable housing program. No changes to the base or GLUP amendment contributions are being recommended.

**42. ~~Affordable Housing Contribution (Shell and Core Certificate of Occupancy)~~**

**A. ~~For Affordable Housing Per the Ordinance — (Shell and Core Certificate of Occupancy)~~**

~~The Developer agrees to submit to and obtain from the County Manager confirmation or approval of the finalized plan for meeting the requirements of the affordable housing ordinance prior to the issuance of the Shell and Core Certificate of Occupancy. If the Developer fulfills the requirements through a monetary contribution, the Developer shall make the check payable to the Arlington County Treasurer and deliver the check to the Arlington County Housing Division prior to issuance of the Shell and Core Certificate of Occupancy. If the Developer fulfills the requirements through on-site or off-site units, the Developer shall execute all necessary documents to implement the approved or confirmed plan prior to the First Partial Certificate for Tenant Occupancy. The finalized plan shall comply with Subsection 15.6.8 of the Zoning Ordinance, “Affordable Dwelling Units for Increased Density Within General Land Use Plan.”~~

**B. ~~For Development with Bonus Density for Affordable Housing (First Partial Certificate of Occupancy for Tenant Occupancy)~~**

~~[When there is on-site affordable housing] 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 below, prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the project:~~

- 1) **Affordable Rents Sale Price:** ~~The Developer agrees to provide four (4) two-bedroom units, with each unit being approximately 1,331 gross square feet, or 1,065 net square feet as Committed Affordable Units (CAFs). The affordable sales prices for the four (4) two-bedroom CAFs shall be those as defined in the Housing Plan, based on being affordable to households at or below 80% AMI as published by the US Department of Housing and Urban Development (HUD) for the Washington, DC Metropolitan Statistical Area, adjusted for household size. Each of the two-bedroom CAFs shall meet the Virginia Uniform Statewide Building Code minimum standard for occupancy for at least three (3) persons, with a minimum of 200 SF of combined living/dining space for each CAF and with at least one of the bedrooms in each CAF containing a minimum of 100 SF.~~

~~— The Developer agrees to provide \_\_\_\_\_ units, consisting of~~

~~\_\_\_\_\_ one-bedroom units, \_\_\_\_\_ two-bedroom units and three-bedroom units in approximately \_\_\_\_\_ gross square feet or \_\_\_\_\_ rentable square feet as Committed Affordable Units (CAFs). The CAFs shall have rents affordable to households at or below 60% of Area Median Income (AMI) as published by the U.S. Department of Housing and Urban Development (HUD) for the~~

~~Washington, DC Metropolitan Statistical Area, adjusted for household size. The Developer agrees that the affordable rents of the CAFs shall not exceed 30% of the 60% AMI level as published by HUD, minus a utility allowance (if applicable) as per the schedule of Allowances for Tenant-Furnished Utilities provided by the Housing Division. These CAFs shall be leased only to households whose incomes~~

~~do not exceed 60% of AMI as published by HUD for the Washington, DC Metropolitan Statistical Area, adjusted for household size.~~

- ~~2) **Rent Increases:** The Developer agrees that rent increases for CAFs will be limited to increases provided by the Housing Division using AMI-based income limits published by HUD. For the first five (5) years of occupancy by each household in a CAF, the Developer agrees to a cap on the increase in rent of 5% per year in years where the AMI-based income limits published by HUD exceed 5%.~~
- ~~2) **Compliance Period:** The Developer agrees that the Site Plan condition shall require the CAFs to remain affordable as defined in Paragraph 1 “Affordable Sale Price” Rents” and Paragraph 2 “Rent Increases” above for a term of 30 years in perpetuity from the date of issuance of the Certificate of Occupancy for the last CAF unit that is able to be occupied for the building in which the CAF units are located.~~
- ~~3) **Accessible Units:** The Developer agrees to maintain a minimum of one (1) of the CAFs as Type A units (“accessible units”) under standards described in the American National Standards Institute “Accessible and Usable Buildings and Facilities” (ICC/ANSI A117.1) 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 sales leasing period. If after 60 days the Developer is unable to rent sell the accessible units to income-qualified households with persons with disabilities, the Developer agrees to continue to make best efforts to market and sell lease the accessible units to income-qualified households with persons with disabilities, but the Developer may market and sell lease these accessible units to any income-qualified households regardless of disability. The Developer agrees to market accessible these units as part of the Developer's Affirmative Marketing Plan, described below.~~
- ~~4) **Developer Affirmative Marketing Plan:** The Developer agrees to prepare and implement an Affirmative Marketing Plan in substantially the form as required by the Housing Division. The Developer agrees that the Affirmative Marketing Plan shall call for the initial advertising and marketing of all the CAFs for a period of at least sixty (60) days prior to the projected occupancy of the complex.~~

~~In addition, employees of the Owner, Developer and/or Property Management Company shall not submit applications for the CAFs until the CAFs have been openly marketed for a minimum of four (4) weeks.~~

- 5) ~~**Condominium Conversion:** If at any time prior to the end of the 30-year compliance period for the CAFs the Owner or Developer proposes to convert the property from rental units to a condominium, the CAFs shall continue to be operated as rental units subject to the terms and conditions of this site plan condition for the remainder of the compliance period.~~

42. **Affordable Housing Contribution (Shell and Core Certificate of Occupancy)**

A. **For Affordable Housing Per the Ordinance – Base Density (Shell and Core Certificate of Occupancy)** Prior to the issuance of the Shell and Core Certificate of Occupancy, the Developer agrees to submit in writing to the County Manager for his review and approval, its plan to fulfill the requirements of Arlington County Zoning Ordinance (ACZO) §15.5.8 “Affordable Dwelling Units for Increased Density Within General Land Use Plan.” If the Developer fulfills the requirements through a monetary contribution, the Developer shall make the check payable to the Arlington County Treasurer and deliver the check to the Arlington County Housing Division prior to issuance of the Shell and Core Certificate of Occupancy. If the Developer fulfills the requirements through on-site or off-site Committed Affordable Units (“CAFs”), the Developer’s plan for meeting the requirements of ACZO §15.5.8 for on-site or off-site CAFs must be approved by the County Manager or his designee prior to the issuance of the Shell and Core Certificate of Occupancy. Subject to the review and approval by the County Attorney, the Developer agrees to execute all necessary documents, including a Committed Affordable Unit Ownership Agreement (“CAF Agreement”) prior to the First Partial Certificate for Owner Occupancy.

B. **Affordable Housing Resulting from a Change in GLUP Designation – Proposals for Change of GLUP Designation (ACZO §15.5.8.H) (First Partial Certificate of Occupancy for Owner Occupancy)** The Developer agrees to execute all documents (including a CAF Agreement) necessary to evidence agreement to all of the terms and conditions for on-site CAFs resulting from a change in a GLUP designation (in addition to the requirements of ACZO §15.5.8.A-G), including, but not limited to, the conditions set forth below, subject to the review and approval by the County Attorney, prior to the issuance of the First Partial Certificate of Occupancy for Owner Occupancy for the project:

- 1) **Affordable Rents Sale Price:** The Developer agrees to provide four (4) two-bedroom units, with each unit being approximately 1,331 gross square feet, or 1,065 net square feet as Committed Affordable Units (CAFs). The affordable sales prices for the four (4) two-bedroom CAFS shall be those as defined in the CAF Agreement, based on being affordable to households at or below 80% AMI as published by the US Department of Housing and Urban Development (HUD) for the Washington, DC Metropolitan Statistical Area, adjusted for household size. Each of the two-bedroom CAFS shall meet the Virginia Uniform Statewide Building Code minimum standard

for occupancy for at least three (3) persons, with a minimum of 200 SF of combined living/dining space for each CAF and with at least one of the bedrooms in each CAF containing a minimum of 100 SF.

- 2) **Compliance Period:** The Developer agrees that the Site Plan condition shall require the CAFs to remain affordable as defined in Paragraph 1 “Affordable Sale Price” in perpetuity from the date of issuance of the Certificate of Occupancy for each CAF unit that is able to be occupied for the building in which the CAF units are located. The Developer agrees to execute for each CAF unit a Declaration of Restrictive Covenants and Deed, subject to review and approval by the County Attorney, stating that the affordability condition for CAF ownership shall run with the land in perpetuity.
- 3) **Accessible Units:** The Developer agrees to maintain a minimum of one (1) of the CAFs as Type A units (“accessible units”) under standards described in the American National Standards Institute “Accessible and Usable Buildings and Facilities” (ICC/ANSI A117.1) 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 sales period. If after 60 days the Developer is unable to sell the accessible units to income-qualified households with persons with disabilities, the Developer agrees to continue to make best efforts to market and sell the accessible units to income-qualified households with persons with disabilities, but the Developer may market and sell these accessible units to any income-qualified households regardless of disability. The Developer agrees to market accessible these units as part of the Developer's Affirmative Marketing Plan, described below.
- 4) **Developer Affirmative Marketing Plan:** The Developer agrees to prepare and implement an Affirmative Marketing Plan in substantially the form as required by the Housing Division. The Developer agrees that the Affirmative Marketing Plan shall call for the initial advertising and marketing of all the CAFs for a period of at least sixty (60) days prior to the projected occupancy of the first CAF unit.

In addition, employees of the Owner, Developer and/or Property Management Company shall not submit applications for the CAFs.