

11th and Vermont Site Plan #447

Action – February 15, 2018

Location

The 1.27-acre site is located on two contiguous blocks at 1031 N. Vermont St., near the Ballston Metro Station. The site is bisected by 11th Street North; the north block is bounded by 11th Street North (south) and North Vermont Street (west); the south block is bounded by 11th Street North (north), North Vermont Street (west) and North Utah Street (east).

Details

- The applicant, NVR Inc., proposes to redevelop the existing First Baptist Church of Clarendon, Montessori School, and adjacent surface parking lot on a 55,167 sq. ft.(1.27 acres) site consisting of two contiguous blocks with 12 townhouse units (north block) and 72 multifamily condominiums and townhouse units (south block). The applicant is requesting to amend the General Land Use Plan (GLUP) from “Low-Medium” Residential to “High-Medium” Residential Mixed Use on a portion of the south block.

South Block Proposed Development

- 14 townhouse units (four stories)
- 58 condominium units in a multi-family building (seven stories)
- 72 total units
 - Four affordable dwelling units (ADUs) will be located within the south block. Serving the south block will be 110 underground parking spaces available for purchase on a first come/first serve basis.

North Block Proposed Development

- 12 townhouse units (four stories)

Affordable Housing Program (Site Plan Condition Language in Attachment 1)

- ZO §15.5.8.A – Affordable Dwelling Units for Increased Density within the General Land Use Plan. The applicant shall have the choice of:
 - \$470,444 cash
 - Approximately 3 on-site units
 - Approximately 4 off-site nearby units
 - Approximately 5 off-site units
- ZO §15.5.8.H - Affordable Dwelling Unit GLUP Change Contribution
 - Section §15.5.8.H of the Ordinance states: “*Site plan applications that include an application to change the GLUP designation of the site may be subject to an*

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affordable housing requirement in addition to the above ADU requirement. Such affordable housing requirements shall be addressed separately in the process of the County Board's consideration of the approval of the site plan."

- Four 2-bedroom ownership condominium units affordable up to 80% AMI
 - Will be ~1,065 net square feet each
 - 1 affordable condominium unit will be Type A accessible

Recommendation

County staff supports the proposed affordable housing program.

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ATTACHMENT 1 – SITE PLAN CONDITION LANGUAGE

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 onsite 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.~~

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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.~~