

**ZONING COMMISSION**

CASE No. 05-30

EXHIBIT No. 84

**Planned Unit Development  
Inclusionary Housing Commitment Standards**

(Based Upon the Standards Issued By The Office of the Director of the D.C. Office of  
Planning in Previous PUD Cases)

**Zoning Commission Case No. 05-30**

**Development Standards**

- Total Square Footage:** Applicant shall commit to reserve 22,482 square feet of the total marketable residential square footage for units affordable to households within the targeted income range.
- Unit Types:** 11 apartment units and 3 rowhouse units shall be provided. The proportion of affordable apartment units may not exceed the proportional mix of market rate units.
- Unit Sizes:** Internal square footage of affordable units should be comparable to that of market rate units.
- Unit Distribution:** Affordable apartment units shall be distributed vertically and horizontally throughout the 2 apartment buildings. 3 interior rowhouse units randomly distributed with not more than 1 per group of rowhouses.
- Construction:** External design and materials of affordable units shall be indistinguishable from market rate units. Internally, appliances and finishes shall be comparable, but may be of different quality.

**Household Standards**

- Target Income Range** Eligible households are defined as. those households that meet the following:
- Having household income not less than 60% and not exceeding the 80% of the Area Median Income for the Washington, D.C. Metropolitan Statistical Area and adjusted for family size:(see below for the summary of current income limits);
  - Purchasing or renting their primary residence;
  - Have no ownership interest in any other housing within the past three years;
  - Commit to continuous occupancy per the lease terms or deed covenants;
  - Qualify for any necessary mortgage financing and down payment, and

- Have an income eligibility certification letter by making application to the home purchase assistance programs of the DC Department of Housing and Community Development (DHCD)

**Affordability Control Period:**

The affordability control period shall be for a time period of ten (10) years from the issuance of the first Certificate of Occupancy for the residential unit.

**Initial Housing Cost:**

Shall be determined by the District government based on the following assumptions as may be adjusted by future income limits:

- Monthly housing payment shall equal 30% of the Income Limits by family size and unit type.

| Unit Type         | Household Size     | 2005 Income Limit |
|-------------------|--------------------|-------------------|
| Studio/Efficiency | 1 Person Household | \$50,000          |
| 1 -Bedroom        | 2 Person Household | \$57,200          |
| 2-Bedroom         | 3 Person Household | \$64,300          |
| 3-Bedroom         | 5 Person Household | \$77,200          |

- Purchase assumptions include:
  - N 5% Down Payment;
  - N Monthly housing payment includes principal, interest, taxes, insurance and condo or home association fees;
  - N 30 year term;
  - N Current national average interest rate determined by FreddieMac weekly survey of mortgage (see [www.freddiemac.com](http://www.freddiemac.com)).
- Rental assumptions include:
  - N Housing payment does not include utility allowance.

**Final Housing Cost:**

Shall be determined 60 days prior to marketing of the affordable units using current information for the same assumptions above.

**Occupant Selection:**

Applicant shall hold a lottery of all qualified families to be selected as the Initial Unit Purchasers. Applicant will provide notice of the lottery through advertisements in local newspapers and other vehicles reasonable to ensure broad exposure to potentially eligible purchasers. The Department of Housing and Community Development will also advise existing applicants to its home purchase assistance programs of this affordable housing opportunity. The Initial Unit Purchasers and the Initial Unit Price shall be determined six months prior to the projected completion of the Affordable Units.

**Resale Restrictions:**

Resale During Control Period - The Affordable Units will be restricted (through a deed restriction, covenant and/or other legal means) in their resale for a period of 10 years to: (1) income-eligible

homebuyers, a list 'of whom may be obtained from the Department of Housing and Community Development's applicant pool for home purchase assistance. programs; (2) a maximum Purchase Price equal to the Initial Unit Price plus the cumulative change in the consumer price index and the cost of permanent improvements to the Unit; and (3) Sale within a given 10 year affordability restriction period shall create a new 10 year affordability restriction period.

Resale After Control Period - Upon the expiration of the 10-year restricted selling period, the then current Owner of the Unit may sell the Unit without restriction but the sales proceeds shall be allocated as follows:

First, to the-seller in the amount of their original sales price plus the cumulative change in the consumer price index, the cost of permanent improvements to the Unit, the closing costs paid by the seller at their closing and a reasonable sales commission.

The remainder shall be split equally between the seller and a District of Columbia government fund dedicated to the provision of affordable housing, if District funds are used to underwrite the affordability of the units. If District funds are not used, then to the Applicant or its affiliated entity developing the project.

**Enforcement:**

If District funds are used to underwrite the affordable units, the restrictive covenants applicable to the contributing funding source used will apply.

The District government shall retain all rights to enforce the provisions of the affordability covenants, according to the provisions of this document or such enforcement mechanisms as the District government may deem appropriate. The District government shall have the right to recapture any enforcement costs.

**Procedural Changes:**

The substance of any of the; above clauses that are included in deed restriction terms may not be modified without consent of both the unit owner(s) and the District government Administrative, monitoring and enforcement mechanisms not included in deed restrictions may be modified at the sole discretion of the District government.

There are many tools that OP is aware of and is highlighted in the Comprehensive Plan that could have been discussed as a PUD benefit to protect the surrounding affordable housing units, but the Zoning Commission did not press for this.

Instead, we heard a verbal back and forth between Commissioners and neighbors that was completely dismissive of seeking the chance to have a major project like this luxury hotel, which is seeking major zoning relief, to actually provide help to protect the at-risk housing units in the immediate vicinity. Neighbors were told to go visit Jubilee Housing in Adams Morgan. <sup>59</sup>

CSN participants did visit Jubilee and Sarah's Circle – two of the key affordable housing providers in the neighborhood – and as predicted they were told of the multi-year, hundreds of people deep, waiting lists for their affordable units. <sup>60</sup> This mimics the 70,000 person waiting list for affordable housing Citywide.

Dismissing these housing concerns is completely unacceptable, both at a basic planning level and at a civil ethics level and pursuant to Zoning Regulations This case must be reheard if not for this issue alone.

- *Lack of Due Process for Impacted Residents*

The proposed project site is at the corner of Euclid and Champlain Streets, NW, in Washington, DC's neighborhood known as Adams Morgan, which is located in the area known as Mid-City on the DC Planning Maps.

The DC area has one of the largest El Salvadoran populations in the nation.<sup>61</sup> The DC Comprehensive Plan refers to the Mid-City as the "heart of the Latino community." <sup>62</sup>

CSN, as noted throughout the agency record, largely represents Latino residents living in at-risk low-cost housing units in close proximity to the proposed luxury hotel project being reviewed in ZC Case No. 11-17 and 12-17.

The DC Office of Zoning, DC Office of Planning, and the DC Department of Transportation are all "covered agencies" under the DC Language Access Act.

Despite the fact that proposed project is located in an area with a sizeable population which doesn't speak English as their first language, and despite the fact the agencies reviewing the proposed project are covered agencies under the

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<sup>59</sup> ZCT: October 22, 2012; Page 220, Line 17 – Page 22, Line 22

<sup>60</sup> Attachment #6.

<sup>61</sup> Pew Charitable Trust >> <http://www.pewhispanic.org/hispanic-population-in-select-u-s-metropolitan-areas/#rankings-by-population>

<sup>62</sup> DC Comprehensive Plan; Chapter 20, Mid-City Element; Policy 2000.3

Language Access Act, the administrative procedure was seriously deficient in allowing these directly impacted residents to meaningfully participate in the zoning review process.

To start with, the impacted residents in question did not receive constructive notice in a language other than English as seen in Exhibit #32 of the agency record. The Office of Zoning does not provide forms associated with these hearings in a language other than English on their website.

Further, despite several community members, besides CSN participants, providing documentation to the record in Spanish-only<sup>63</sup> signaling a desire for the non-English speaking members of the community to want to participate, the Office of Zoning only provided simultaneous interpretation at the last hearing and then the final deliberation meeting in ZC Case No. 11-17. No translation services or interpretation was provided at all for ZC Case No. 12-17 despite the map amendments affecting this same community.

Further, the Office of Zoning did not press the other covered agencies involved in this matter, namely DDOT and OP, to translate vital documents they put on the record, denying those members of the community who don't speak English a chance to review and comment on these critical issues.

All of this amounts to a key failure in the administrative process as governed by the DC Language Access Act and thus largely eliminated true participation in this critical important project which will impact this community forever.<sup>64</sup>

CSN did its best on limited resources to provide a conduit of information to the surrounding Limited-English speaking community, however, given DC Laws CSN and the public really ought to have been provided much more assistance so to meaningfully participate in this process.

For the critical reason of full participation, CSN asks for a re-hearing of both ZC Case Nos. 11-17 and 12-17.

## **Conclusion**

For all the reasons noted above, plus any additional comments noted in other submissions for reconsideration on the record, CSN request the Zoning Commission for reconsideration, re-argument, and/or re-hearing based on critical new evidence, omissions and errors on the record, unsubstantiated conclusions in

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<sup>63</sup> ZCR: Exhibit #41; Letter from Mrs. Blanca Aquino; Translated by the Office of Zoning without prompt by CSN

<sup>64</sup> DC Language Act: DC Code Section 2-1932 and 2-1933; and including all of Chapter 19, Subchapter II of Title 2, Division I of the DC Code.