



City of Harrisonburg

409 S. Main Street
Harrisonburg, VA 22801

Meeting Agenda - Final City Council

Tuesday, September 22, 2026

7:00 PM

Council Chambers

1. Roll Call

2. Moment of Silence

3. Pledge of Allegiance

4. Special Recognition

4.a. Proclamation honoring the life of Rodney Eagle.

Attachments: [Proclamation](#)

5. Consent Agenda (any item placed on the consent agenda shall be removed and taken up as a separate matter, if so requested by any member of Council, otherwise all items will be voted on with one (1) motion)

5.a. Minutes from the September 8, 2026 City Council meeting

Attachments: [Minutes](#)

5.b. Consider a request from Trenton Inc. and Bernard LC to rezone 435, 445, 457, 473, 483 & 495 South Main Street and 282, 288, 294 & 298 South Liberty Street (The Lindsey Apartments)

Attachments: [Memorandum](#)
[Extract from Planning Commission](#)
[Table 1. Comparison of Proffered Number of Units and Bedrooms](#)
[Site maps](#)
[Applicant's supporting documents](#)
[Public comments received by 12noon on July 2, 2026](#)
[Public comments received between July 3-9, 2026](#)
[PC Memorandum](#)
[Notice of Public Hearing](#)
[Surrounding Property Owners](#)
[Presentation](#)
[Public comments received by 4pm between August 22-25, 2026](#)

- 5.c. Consider a request to amend the Zoning Ordinance to create a new term and definition for "poultry hatchery"

Attachments: [Memorandum](#)
[Current Ordinance Reflecting Recommended Amendments](#)
[Locations of existing hatcheries according to Virginia Poultry Federation](#)
[PC Memorandum](#)
[Extract from Planning Commission](#)
[Notice of Public Hearing](#)
[Surrounding Property Owners Notice](#)
[Presentation](#)

- 5.d. Consider a supplemental appropriation for the carryover and reappropriation of prior year encumbrances and unexpended grants, and for the appropriation of new grant awards in the amount of \$22.1 million

Attachments: [Memorandum](#)
[Supplemental Appropriation \(Encumbrances\)](#)
[Supplemental Appropriation \(PY Grants\) A](#)
[Supplemental Appropriation \(PY Grants\) B](#)
[Supplemental Appropriation \(New Grants\)](#)
[Public Hearing Notice](#)

6. Public Hearings

- 6.a. Consider adopting an ordinance granting a Lease of Certain Real Property of the City

Attachments: [Memorandum](#)
[Ordinance](#)
[Harrisonburg Ground Lease](#)
[HEC BESS Resolution](#)
[July 2025 Agenda Memo](#)
[Property Description](#)
[Public Hearing Notice](#)

7. Regular Items

7.a. Consider adopting a Resolution approving Battery Energy Storage System Agreements

Attachments: [Memorandum](#)
 [Resolution](#)
 [HEC BESS Interconnection Agreement](#)
 [July 2025 Agenda Memo -Agreement](#)
 [Member Agreement](#)

7.b. Consider approve the write off of 312 Utility Bills and 9 A/R Bills from July 1, 2023 - June 30, 2024.

Attachments: [Memorandum](#)
 [Write off Summary](#)
 [Write Off Account Graph 2024](#)

7.c. Downtown Master Planting Plan

Attachments: [Memorandum](#)
 [Revisions & Public Feedback to Downtown Landscape Plan- Sept 2026](#)
 [Presentation](#)

7.d. Discussion on the Roadless Area Conservation Rule

Attachments: [Presentation](#)

7.e. Consider adopting a resolution endorsing passenger rail service expansion

Attachments: [Memorandum](#)
 [Resolution](#)

7.f. Consider approving the enactment of an Ordinance Prohibiting Procurement or Use of Automatic License Plate Recognition Systems by City

Attachments: [Memorandum](#)
 [draft Ordinance](#)

7.g. Consider approving the amended Harrisonburg Police Department Policies and Equipment Requirements for Tow Companies and amended Fee Schedule.

Attachments: [Memorandum](#)

8. Supplementals

8.a. Consider a supplemental appropriation for an Opioid Abatement Authority (OAA) grant

Attachments: [Memorandum](#)
 [Supplemental Appropriation](#)

9. Reallocations

9.a. Consider a reallocation of ARPA funds

Attachments: [Memorandum](#)
 [Budget Reallocation](#)

10. Other Matters

10.a. Comments from the public, limited to five minutes, on matters not on the regular agenda. (Name and address are required)

10.b. City Council and Staff

11. Boards and Commissions

Visit <http://www.harrisonburgva.gov/boards> to see current and upcoming vacancies.

11.a. CPMT Alternate City Representative

13. Adjournment

NOTE TO THE PUBLIC:

Residents/Media will be able to attend the meeting.

The Public can also view the meeting live on:

- The City's website, <https://harrisonburg-va.legistar.com/Calendar.aspx>
- Public Education Government Channel 1072

A phone line will also be live where residents will be allowed to call in and speak with City Council during the Public Hearings and the Public Comments portion of the night's meeting. We ask those that wish to speak during the public comment period to not call in until after all the public hearings and public comment on those have been heard. This will avoid anyone calling on any other item from holding up the queue and then being asked to call back at a later time.

The telephone number to call in is: (540) 437-2687

Residents also may provide comment prior to the meeting by visiting this page:
www.harrisonburgva.gov/agenda-comments

Interpretation Services

Language interpretation service in Spanish, Arabic and Kurdish is available for City Council meetings. To ensure that interpreters are available at the meeting, interested persons must request the accommodation at least four (4) calendar days in advance of the meeting by contacting the City Clerk at (540) 432-7701 or by submitting a request online at: www.harrisonburgva.gov/interpreter-request-form

El servicio de intérpretes inglés-español está disponible para las reuniones públicas del consejo municipal. Para asegurar la disponibilidad de intérpretes, cualquier interesado deberá solicitar la presencia de un intérprete al menos cuatro (4) días calendarios antes de la reunión comunicándose con la Secretaría Municipal al (540) 432-7701 o por medio de la página por internet al: <https://www.harrisonburgva.gov/interpreter-request-form>



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-345, **Version:** 1

Subject:

Proclamation honoring the life of Rodney Eagle.

Presented By: Deanna Reed, Mayor



**PROCLAMATION HONORING
RODNEY L. EAGLE
FOR SERVICE AS COUNCIL MEMBER AND MAYOR
CITY OF HARRISONBURG**

WHEREAS, Rodney L. Eagle served on the City Council from 1996 through 2000 and again from 2004 through 2006; he served as Mayor three times during his City Council tenure; and

WHEREAS, Rodney served the community on numerous City of Harrisonburg boards and commissions, including the Central Shenandoah Planning District Commission, the Planning Commission, and the Board of Equalization; He volunteered at the Municipal Building for several years following his time on the City Council, proudly greeting citizens and welcoming newcomers to the City; and

WHEREAS, Rodney began his entrepreneurial career in Harrisonburg in the egg and produce business, later opening and operating Eagle Carpet in Harrisonburg; and

WHEREAS, Rodney was a successful business developer and realtor, and was a proud co-owner of the Local Chop & Grill House and the former Joshua Wilton House; and

WHEREAS, Rodney recognized and supported the mission of Open Doors (formerly HARTS), The Community Place, People Helping People, the Boys and Girls Club, the Harrisonburg Elks Club, the Eureka Masonic Lodge, the Harrisonburg Lion's Club, the VFW, and other civic organizations; and

WHEREAS, Rodney loved the City of Harrisonburg, frequently visiting its fine dining establishments for many years; and was a proud patron on the Friendly City Food Co-op, the Massanutten Regional Library, and the Arts Council of the Valley; and

WHEREAS, Mayor Rodney Eagle enjoyed the many celebrations and ribbon cutting ceremonies associated with the City, including the Veteran's parade, the Christmas parade, Fund Fest, and New Year's First Night, often participating on his turquoise Harley Davidson motorcycle; and

WHEREAS, Mayor Rodney Eagle was a proud supporter and advocate for the Harrisonburg Police Department and Harrisonburg Fire Department, and was a founding member of Harrisonburg-Rockingham Crimesolvers; and

WHEREAS, Mayor Rodney Eagle respected and valued the citizens of Harrisonburg, promptly returning their phone calls and emails to personally address their questions and concerns; He recognized the importance of planned, careful development in the City of Harrisonburg and consistently supported its growth and diversity; and

WHEREAS, Mayor Rodney Eagle was instrumental in bringing Heritage Oaks, Harrisonburg's first municipal golf course, to fruition; and

WHEREAS, Rodney was a valued colleague and friend to citizens, elected officials, and City staff, whom he continued to visit long after his council terms ended; and

WHEREAS, Rodney was an avid James Madison University fan who steadfastly supported the university and its students. He was a product of the Harrisonburg City School system, attending Waterman Elementary School and graduating from Harrisonburg High School; and
and

WHEREAS, Rodney honorably served our country in the United States Marine Corps; and

WHEREAS, Rodney's dedication, professionalism, and enthusiasm will be greatly missed by City employees, elected officials, and the citizens he served;



CITY OF HARRISONBURG
CITY COUNCIL

HARRISONBURG CITY HALL
409 SOUTH MAIN STREET, HARRISONBURG, VA 22801
OFFICE (540) 432-7701 • FAX (540) 432-7778

NOW, THEREFORE, BE IT RESOLVED, that the members of the Harrisonburg City Council take great pride in recognizing and honoring the achievements and service of Rodney Eagle, extending sincere gratitude to him and his family for his dedication and contributions to the City of Harrisonburg.

.

GIVEN under my hand this ____ day of September, 2026.

BY: _____
Deanna R. Reed, Mayor

ATTEST: _____
Pamela Ulmer, City Clerk



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-342, **Version:** 1

Subject:

Minutes from the September 8, 2026 City Council meeting

Presented By: Pamela Ulmer, city clerk



City of Harrisonburg

409 S. Main Street
Harrisonburg, VA 22801

Meeting Minutes - Draft City Council

Tuesday, September 8, 2026

7:00 PM

Council Chambers

1. Roll Call

Present: 5 - Mayor Deanna R. Reed, Vice-Mayor Dany Fleming, Council Member Laura Dent, Council Member Nasser Alsaadun and Council Member Monica Robinson

Also Present: 4 - City Manager Ande Banks, City Attorney Chris Brown, City Clerk Pam Ulmer and Chief Matthew Tobia

2. Moment of Silence

Mayor Reed offered a moment of silence

3. Pledge of Allegiance

Mayor Reed led the Pledge of Allegiance

4. Special Recognition

5. Consent Agenda (any item placed on the consent agenda shall be removed and taken up as a separate matter, if so requested by any member of Council, otherwise all items will be voted on with one (1) motion)

A motion was made by Council Member Robinson, seconded by Vice-Mayor Fleming, that the consent agenda be approved. The motion carried with a recorded roll call vote taken as follows:

Yes: 5 - Mayor Reed, Vice-Mayor Fleming, Council Member Dent, Council Member Alsaadun and Council Member Robinson

No: 0

5.a. Minutes from the August 25, 2026 City Council Meeting

These minutes were approved

6. Public Hearings

6.a. Public Hearing for PY2025 CDBG CAPER

Kristin McCombe, Community Development Block Grant (CDBG) program manager, presented an update of the Consolidated Annual Performance and Evaluation Report (CAPER), reflecting the current status of all CDBG projects funded as of 08/31/26. She stated this begins the 15 day public comment period and provided contact

information.

At 7:05 p.m., Mayor Reed closed the regular session and called the first public hearing to order. A notice appeared in the Daily News-Record on Monday, August 24, 2026

There being no one desiring to be heard, Mayor Reed closed the public hearing at 7:05 p.m., and the regular session reconvened.

No action required

This Public Hearing - No Action was received and filed.

6.b. Consider a request from Caitlin Denbigh for a special use permit at 387 Monticello Avenue

Adam Fletcher, director of Community Development, presented a special use permit request for property located at 387 Monticello Avenue for a short term rental. He reviewed the surrounding zoning districts, long term plans for the area, the property, the accessory building, the definition of by right homestays versus Short-term rental, and the recommended conditions from staff and Planning Commission.

He stated staff and Planning Commission (6-0) recommended approval of the request.

At 7:10 p.m., Mayor Reed closed the regular session and called the second public hearing to order. A notice appeared in the Daily News-Record on Wednesday, August 26, 2026 and Wednesday, September 2, 2026.

There being no one desiring to be heard, Mayor Reed closed the public hearing at 7:11 p.m., and the regular session reconvened.

Vice Mayor Fleming requested clarification of the upcoming changes in state code regarding accessory dwellings and short term rentals. Discussion took place regarding the difference and the upcoming changes that will be needed in city code.

A motion was made by Council Member Dent, seconded by Council Member Alsaadun, that this request be approved with conditions as presented. The motion carried with a recorded roll call vote taken as follows:

Yes: 5 - Mayor Reed, Vice-Mayor Fleming, Council Member Dent, Council Member Alsaadun and Council Member Robinson

No: 0

6.c. Consider a request from VG Harrisonburg Storage LLC for a special use permit at

291 West Wolfe Street and 336 West Market Street

Adam Fletcher, director of Community Development, presented a special use permit request for property located at 291 W. Wolfe St., and 336 W. Market Street. He reviewed the surrounding zoning districts, long term plans for the area, and conditions suggested by staff.

He stated staff and Planning Commission (6-0) recommended approval of the request with staff conditions as amended.

Discussion took place regarding the anticipated activities at this location, traffic impacts, the great vision for this property and how this could benefit the community.

At 7:34 p.m., Mayor Reed closed the regular session and called the third public hearing to order. A notice appeared in the Daily News-Record on Wednesday, August 26, 2026 and Wednesday, September 2, 2026.

Mary Boitnott, 55 N. Brook Ave, shared her concerns regarding parking for residents and the traffic on the street this development may bring. She also mentioned that the street signage needs to be changed as they are for the manufacturing space previously there.

Benjamin Ho, applicant representative, stated they anticipated there only being one tenant with one specific activity;

Amanda Presgraves, 260 W Wolfe St., in favor of the request, and spoke on some concerns regarding traffic, speed, safety.

Neil Detwiler and Kristin Grimshaw, climbing gym operators, potential tenant to the building, stated that if they become a tenant their plans are for a climbing wall and Futsol courts.

At 7:44 p.m., Mayor Reed closed the public hearing and the regular session reconvened.

A motion was made by Council Member Alsaadun, seconded by Vice-Mayor Fleming, that this request be approved as presented by staff with all suggested conditions. The motion carried with a recorded roll call vote taken as follows:

Yes: 5 - Mayor Reed, Vice-Mayor Fleming, Council Member Dent, Council Member Alsaadun and Council Member Robinson

No: 0

6.d. Consider a request to amend the Comprehensive Plan to incorporate the Northeast Neighborhood Small Area Plan

Nyrma Soffel, planner of Community Development, presented an amendment to the Comprehensive Plan related to the Northeast Neighborhood Small Area Plan. She

provided the history and purpose of the study done with grant funding for areas affected by urban renewal, the Community Connectors Program, and the amendments.

She stated staff and Planning Commission (6-0) recommended approval of the amendment.

At 7:52 p.m., Mayor Reed closed the regular session and called the fourth public hearing to order. A notice appeared in the Daily News-Record on Wednesday, August 26, 2026 and Wednesday, September 2, 2026.

Panayotis "Poti" Giannakouros, spoke on his attendance to many of the community engagements for the northeast neighborhood, and his observations. He shared his concerns on Strategy 8.5.

At 7:57 p.m., Mayor Reed closed the public hearing and the regular session reconvened.

Discussion took place regarding the need for this amendment, there has been a lot of effort to creating this Small Area Plan with the community, the history of the community, and the community engagement that was done for this project.

A motion was made by Council Member Robinson, seconded by Council Member Dent, that this PH-Action Item be approved. The motion carried with a recorded roll call vote taken as follows:

Yes: 5 - Vice-Mayor Fleming, Mayor Reed, Council Member Dent, Council Member Alsaadun and Council Member Robinson

No: 0

6.e. Consider a request to amend the Zoning Ordinance to create a new term and definition for "poultry hatchery"

Adam Fletcher, director of Community Development, presented an ordinance amendment related to Poultry Hatcheries. He reviewed the amendments requested,

He stated staff and Planning Commission (6-0) recommended approval of the request.

At 8:08 p.m., Mayor Reed closed the regular session and called the fifth public hearing to order. A notice appeared in the Daily News-Record on Wednesday, August 26, 2026 and Wednesday, September 2, 2026.

There being no one desiring to be heard, Mayor Reed closed the public hearing at 8:08 p.m., and the regular session reconvened.

A motion was made by Council Member Robinson, seconded by Vice-Mayor Fleming, that this ordinance amendment be approved as presented. The motion carried with a recorded roll call vote taken as follows:

Yes: 5 - Mayor Reed, Vice-Mayor Fleming, Council Member Dent, Council Member Alsaadun and Council Member Robinson

No: 0

- 6.f.** Consider a supplemental appropriation for the carryover and reappropriation of prior year encumbrances and unexpended grants, and for the appropriation of new grant awards in the amount of \$22.1 million

Larry Propst, director of Finance, presented a request a supplemental appropriation to reappropriate funds from past budgets in the amount of \$23.1 M related to unexpended purchase orders, unexpended grant funds, and new grant funding from the Virginia Housing Development Authority (VHDA) for housing workforce investment program.

At 8:13 p.m., Mayor Reed closed the regular session and called the sixth public hearing to order. A notice appeared in the Daily News-Record on August 28, 2026 and August 31, 2026.

There being no one desiring to be heard, Mayor Reed closed the public hearing at 8:13 p.m., and the regular session reconvened.

A motion was made by Council Member Dent, seconded by Council Member Alsaadun, that this PH-Action Item be approved. The motion carried with a recorded roll call vote taken as follows:

Yes: 5 - Mayor Reed, Vice-Mayor Fleming, Council Member Dent, Council Member Alsaadun and Council Member Robinson

No: 0

7. Regular Items

- 7.a.** Consider a request from Jose Antonio Lopez Montiel for a variance from the Subdivision Ordinance at 704 North Liberty Street

Adam Fletcher, director of Community Development, presented a request for a subdivision ordinance variance of property located at 704 North Liberty St. He reviewed the variance requested related to sidewalk construction, the zoning designation for the area, the long term plan of the area and the history of the property. He stated the applicant is requesting to not have to construct the sidewalk along Liberty St.

He stated staff recommended denial of the request but Planning Commission (4-2) recommended approval of the request.

Discussion took place regarding the construction of the sidewalk, the costs associated with the construction, and the broader implications of approving this variance.

A motion was made by Council Member Robinson, seconded by Vice-Mayor Fleming, that this request be denied. The motion carried with a recorded roll call vote taken as follows:

Yes: 4 - Mayor Reed, Vice-Mayor Fleming, Council Member Alsaadun and Council Member Robinson

No: 1 - Council Member Dent

7.b. Consider approving a resolution setting the percentage of Personal Property Tax Relief for Tax Year 2026

Chris Brown, city attorney, presented a resolution authorizing the personal property tax relief percentage for Tax Year 2026 to 18.2%.

A motion was made by Vice-Mayor Fleming, seconded by Council Member Robinson, that this Resolution be adopted. The motion carried with a recorded roll call vote taken as follows:

Yes: 5 - Mayor Reed, Vice-Mayor Fleming, Council Member Dent, Council Member Alsaadun and Council Member Robinson

No: 0

7.c. Consider approval of the proposed mosaic design by Scott Supraner for the pumphouse at the Spraygrounds at Ralph Sampson Park

Amy Snider, deputy city manager, presented the proposed design for the mosaic at the Spraygrounds funded by private donors.

Steve Carpenter, reviewed the location of the mosaic placement, on the pump house, the previous art work approved for the Sprayground, and the proposed idea of the mosaic.

Discussion took place regarding all the artwork to be placed at the Sprayground and how important the image on the mosaic is to the community.

A motion was made by Council Member Robinson, seconded by Council Member Alsaadun, to approve the proposed artwork as presented to be approved. The motion carried with a recorded roll call vote taken as follows:

Yes: 5 - Mayor Reed, Vice-Mayor Fleming, Council Member Dent, Council Member Alsaadun and Council Member Robinson

No: 0

7.d. Consider approving the amended Harrisonburg Police Department Policies and Equipment Requirements for Tow Companies and amended Fee Schedule.

Chris Brown recommended this item be moved to the 09/22/26 Council meeting. Council approved by nodding.

This Action Item was tabled.

Recess

At 8:53 p.m., Mayor Reed called the meeting into recess.

At 8:59 p.m., Mayor Reed called the meeting back into session.

7.e. Discussion concerning passenger rail

KC Kettler, on behalf of Blue Ridge Rail, a community organization focused on bringing passenger rail back to Harrisonburg, presented a resolution of support for a passenger rail future destination in Harrisonburg and the greater Shenandoah Valley.

Mr. Kettler reviewed the current gaps in the Virginia's rail network, reflecting that the Shenandoah Valley lacks any rail connections, the potential routes a passenger rail could use, statistics showing the readiness of the area for this type of service, other localities that already have or will soon have passenger rail service, campaign fundamentals, and the steps to be taken to appeal to the Department of Rail and Public Transportation (DRPT).

Discussion took place regarding the need for this type of service in the area and the benefits this service could bring. Council directed staff to work on a letter or resolution of support and request that Harrisonburg and the greater Shenandoah Valley be added as future destinations.

A motion was made by Council Member Dent, seconded by Council Member Robinson, to direct staff to draft a letter and/or resolution per this request. The motion carried with a unanimous voice vote.

7.f. Discussion concerning City participation in State Corporation Commission proceedings regarding Dominion Energy and NextEra Energy

Council Member Dent stated Dominion Energy is in merger negotiations with NextEra, which if combined, would create the largest regulated public utility in the country. Hearings regarding that merger will take place in November, with a deadline of September 11, 2026 for localities or any organizations to file to participate in the State Corporation Commission proceedings regarding that merger. She stated filing to participate does not mean we are taking a position pro or con but want to stay informed of the hearings. She stated HEC is also filing.

More discussion took place regarding the city's climate goals and the need to follow this merger.

A motion was made by Council Member Dent, seconded by Council Member Robinson, directing the city attorney to file a petition to participate in the SCC regarding this merger. The motion carried with a unanimous voice vote.

7.g. Discussion concerning drafting an ALPR ordinance

Council Member Aslaadun thanked Council for ending the contract with Flock. He requested an ordinance be drafted related to Automatic License Plate Readers (ALPR) requiring future Council members to do an ordinance amendment should

ALPR contracts be considered. Chris Brown, city attorney, explained that this ordinance or any future amendments to this ordinance would not require a public hearing, but would be placed on an agenda for the public to see and reach out to Council with any concerns.

A motion was made by Council Member Alsaadun, seconded by Council Member Robinson, to direct the city attorney to draft an ordinance to be considered at the September 22, 2026 City Council meeting. The motion carried with a unanimous voice vote.

8. Other Matters

8.a. Comments from the public, limited to five minutes, on matters not on the regular agenda. (Name and address are required)

Panayotis "Poti" Giannakouros, shared his opinion regarding code enforcement in the city.

8.b. City Council and Staff

Council Member Alsaadun spoke on the Labor Day visit of Senator Warner.

Council Member Dent spoke on the Roadless Rule and Friends of Shenandoah; the upcoming Sustainability Success Summit; upcoming NY Climate Week.

Council Member Robinson spoke on the Kids Castle ribbon cutting; recent conference for the Community Criminal Justice Board; and an upcoming Shenandoah Black Heritage Project and EMU program;

Vice Mayor Fleming spoke on upcoming Virginia Municipal Leagues legislative committee meeting;

Mayor Reed spoke on the Kids Castle ribbon cutting; recent JMU Block party; upcoming African American Festival; and upcoming Pride festival.

Ande Banks, city manager, stated Friday is the 25th anniversary of September 11th and many will be joining together to climb the stairs at the stadium to pay homage to those public servants who served on that day climbing the towers.

9. Adjournment

At 9:42 p.m., there being no further business and on motion adopted, the meeting was adjourned.

CITY CLERK

MAYOR



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-252, **Version:** 1

Subject:

Consider a request from Trenton Inc. and Bernard LC to rezone 435, 445, 457, 473, 483 & 495 South Main Street and 282, 288, 294 & 298 South Liberty Street (The Lindsey Apartments)

Presented By: Thanh Dang, Department of Community Development

A request from Trenton Inc. and Bernard LC to rezone a +/- 2.75-acre property from R-3, Medium Density Residential District to B-1C, Central Business District Conditional. The property is addressed as 435, 445, 457, 473, 483 & 495 South Main Street and 282, 288, 294 & 298 South Liberty Street and is identified as tax map parcels 25-J-2, 3, 4, 5, 6, 7, 15, 16, 17 and 18.



August 25, 2026 City Council Meeting

Title

Consider a request to rezone at 435, 445, 457, 473, 483 & 495 South Main Street and 282, 288, 294 & 298 South Liberty Street — Planning Commission and Thanh Dang, Community Development

Summary

Project name	The Lindsey (formerly The Link Apartments)
Address/Location	435, 445, 457, 473, 483 & 495 South Main Street and 282, 288, 294 & 298 South Liberty Street
Tax Map Parcels	25-J-2, 3, 4, 5, 6, 7, 15, 16, 17 and 18
Total Land Area	+/- 2.75-acres
Property Owner	Trenton Inc. and Bernard L C
Owner's Representatives	Timberwolf Capital Partners LLC and Clark and Bradshaw PC
Present Zoning	R-3, Medium Density Residential District
Proposed Zoning	B-1C, Central Business District Conditional
Planning Commission	July 9, 2025 (Invalid Public Hearing Date) March 11, 2026 (Public Hearing) July 8, 2026 (Public Hearing)
City Council	August 12, 2025 (Invalid First Reading/Public Hearing) April 28, 2026 (First Reading/Public Hearing/Tabled) August 25, 2026 (First Reading/Public Hearing) Anticipated September 8, 2026 (Second Reading)

Recommendation

Staff recommend approval of the rezoning request. Planning Commission's motion to recommend approval of the rezoning failed with a split vote (3-3).

Context & Analysis

The following land uses are located on and adjacent to the property:

Site: Lindsey Funeral Home and vacant office building, zoned R-3

North: City Hall, Turner Pavilion, parking lots, zoned B-1

East: Across South Main Street, commercial properties, zoned B-1C and B-2C

South: Harrisonburg Baptist Church, zoned R-3

West: Across South Liberty Street, residential uses, zoned R-3

The applicant is requesting to rezone a +/- 2.75-acre site consisting of 10 parcels from R-3, Medium Density Residential District to B-1C, Central Business District Conditional. If the request is approved, with recent proffer changes the applicant is now proposing to construct a four-story multi-family building consisting of a maximum of 180 units (which is about 65 units per acre), between 2,500 to 5,000 square feet of non-residential space, and a five-level parking garage consisting of a minimum of 320 off-street parking spaces.

Planning Commission and City Council have previously reviewed requests to rezone the subject property in 2025 and earlier this year. On April 28, 2026, City Council tabled the request. Due to substantial revisions to the proffers by the applicant following the April 28th meeting, the rezoning request returned to Planning Commission for public hearing. Staff memorandums, application materials, and public comments are available at the following links:

- July 9, and August 12, 2025 - <https://harrisonburg-va.legistar.com/LegislationDetail.aspx?ID=7507770&GUID=BCCA5060-6091-4F84-B392-674CDE97EBE5&Options=&Search=> and
- March 11 and April 28, 2026 - <https://harrisonburg-va.legistar.com/LegislationDetail.aspx?ID=7991334&GUID=05131103-00F1-40F8-BC7D-5007058D6DE2&Options=&Search=>.

Changes to Proffers

For the most up-to-date full list of proffers, please refer to the attached file “Applicant’s supporting documents,” which includes a document titled “Rezoning Request Proffer Statement.”

Since the April 28th City Council meeting, the applicant has amended proffers I.b., c., d., e., f., g., and h.; II. e.; III.a. b., c., d., and f.; IV.a.; and V.a..

The applicant has:

- Reduced the maximum number of dwelling units from 250 to 180 (Proffer I.b.),
- Reduced the maximum number of bedrooms from 555 to 440 (Proffer I.b.),
- Reduced the minimum number of studio or one-bedroom multi-family units from 110 to 72 (Proffer I.c.),
- Maintained the previously planned maximum number of four-bedroom units at 85 (Proffer I.d.),
- Reduced the proffered minimum number of structured parking spaces from 480 to 320 (Proffer III.a.),
- Reduced the proffered minimum number of electric vehicle charging stations from 14 to 10 (Proffer III.c.),

- Reduced the minimum number of secure indoor/covered bicycle storage spaces from 120 to 90 (Proffer III.d.), and
- Maintained the proffered minimum number of exterior bicycle parking spaces at 16 (Proffer III.d.).

In addition to the above details, the applicant has reduced the cash contributions for:

- Traffic-calming improvements from \$60,000 to \$45,000 (Proffer I.e.),
- Parking enforcement or enhancements from \$30,000 to \$22,500 (Proffer III.f.), and
- Affordable housing from \$93,738 to \$70,000 (Proffer V.a.).

The applicant describes the cash contribution reductions as “generally proportionate to the number of units and bedrooms proffered for the Project.”

Table 1, attached to this staff report, summarizes the evolution of the proffers specifically associated with the number of units and bedrooms and how they have changed throughout the different public hearings in August 2025, April 2026, and for July 2026.

With regard to building height, Proffer I.h. has been revised to restrict building height to 52-feet. Without this proffer, the B-1 district allows buildings and structures to be a maximum of 75-feet in height by right. The proffer also clarifies that building height will be measured from the midpoint of the curb along the Paul Street extension, consistent with the Zoning Ordinance’s methodology for measuring height from the curb of a public street, private street, or travelway in front of the building. Depending on how the site is graded, the building height measured from the ground may be taller on the northern side since height is measured from Paul Street. Existing ground contour data indicates an approximate 10-foot drop in elevation from the southern to northern side of the property. Additionally, Proffer I.h. allows rooftop structures such as solar panels, HVAC units and other mechanical equipment, and parapets to be up to 55 feet in height so long as those structures are screened from public view.

With regard to non-residential uses, the applicant has increased the proffered minimum square footage from 2,000 to 2,500 but retained the maximum of 5,000 square feet along the southeast corner of the building at the proposed Paul Street and South Main Street intersection (Proffer I.e.). The proffered 5,000-square-foot maximum reflects the largest non-residential space evaluated in the Traffic Impact Analysis.

The applicant previously proffered to restrict occupancy in a way that staff believed would be overly restrictive in certain circumstances for non-student living arrangements. Staff believes that shared housing scenarios for the City’s non-student population can at times make housing attainable for some residents. In response to staff’s concern, the applicant removed previous proffer I.f.

Also note the previously proffered Parking Agreement with the City to reserve up to 65 parking spaces for municipal/public uses in the parking garage has been removed.

While the language of Proffer I.a. has not changed, there are some changes to the Concept Plan referenced in that proffer. Previously, the parking deck was separate from the mixed-use building and the west and east courtyards were slightly larger. While the general locations and footprints of the parking deck and mixed-use building have not significantly changed as they are viewed from the public streets and from City Hall, the footprint of the mixed-use building has been expanded within the center of the development.

Land Use, Downtown 2040 Plan, and Housing Study

The applicant has stated they plan for a mixture of one-, two-, three-, and four-bedroom apartments. The revised proffers require a minimum of 72 one-bedroom units and continues to permit up to 85 four-bedroom units. Staff encourages developers to provide a balanced mix of bedrooms per unit so that such buildings can serve a variety of needs. There can be disadvantages to providing too many four-bedroom/four-bathroom units, which the applicant states is their intended design. Such designs typically best serve college students and can be difficult to accommodate for non-student users. However, staff continues to recognize the advantages of providing student housing in close and walkable proximity (about ¼-mile) to the JMU campus as well as to the downtown area. Providing college housing in such locations can help reduce daily vehicle trips on City streets—especially Reservoir Street and Port Republic Road, off of which many college students currently reside.

The Comprehensive Plan designates this site as Mixed Use and states:

The Mixed Use category includes both existing and proposed areas for mixed use. Mixed Use areas shown on the Land Use Guide map are intended to combine residential and non-residential uses in neighborhoods, where the different uses are finely mixed instead of separated. Mixed Use can take the form of a single building, a single parcel, a city block, or entire neighborhoods. Quality architectural design features and strategic placement of green spaces for large scale developments will ensure development compatibility of a mixed use neighborhood with the surrounding area. These areas are prime candidates for “live-work” and traditional neighborhood developments (TND). Live-work developments combine residential and commercial uses allowing people to both live and work in the same area. The scale and massing of buildings is an important consideration when developing in Mixed Use areas. Commercial uses would be expected to have an intensity equivalent to a Floor Area Ratio of at least 0.4, although the City does not measure commercial intensity in that way. Downtown is an existing area that exhibits and is planned to continue to contain a mix of land uses.

The downtown Mixed Use area often has no maximum residential density, however, development should take into consideration the services and resources that are available (such as off-street parking) and plan accordingly. Residential density in Mixed Use areas outside of downtown should be around 24 dwelling units per acre, and all types of residential units are permitted: single-family detached, single-family attached (duplexes and townhomes), and multi-family buildings. Large scale developments, which include multi-family buildings are encouraged to include single-family detached and/or attached dwellings.

Staff continues to believe that the proposed uses, with the submitted proffers, generally conform with the Mixed Use area designation.

Additionally, the proposed development would support the Harrisonburg Downtown 2040 Plan goal to “Grow Downtown as a Neighborhood.” The development would further support the following two action items from the same plan:

- #16: Encourage mixed-use and residential development in key clusters (page 58) and
- #17: In the long-term, seek opportunities to add density and improve the urban design at key Downtown sites (page 58).

The Harrisonburg Downtown 2040 plan describes that “[w]hile the number of housing units and residents have grown Downtown, there is need for more housing to support local businesses.” Additionally, the subject property is within a key cluster area for potential residential development identified as “South Downtown.” The Harrisonburg Downtown 2040 plan is available at the following link: <https://www.harrisonburgva.gov/downtown-2040>.

The Comprehensive Housing Assessment and Market Study (Housing Study) identified that there is strong demand for expanding rental housing inventory at the lowest and highest income spectrum because the number of households in the lowest and highest income groups significantly exceed the number of housing units available for and affordable to them. The Housing Study is available at the following link: <https://www.harrisonburgva.gov/housing-study>.

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“[t]he goal is to build 1,000 beds per year for 10 years¹² Table 2 below summarizes current conditions and planned future conditions.

Table 2. Current and Future JMU enrollment, number of students on campus, and number of students off campus

	Current (Fall 2025)	Future (2040)	Change
JMU enrollment	23,157³ (Undergraduate & Graduate)	30,000⁴ (per draft JMU strategic plan)	+6,843 (30,000-23,157)
Students residing on Campus	6,484 (28% ⁵ of 23,157)	18,000 (if 60% of students live on campus per JMU strategic plan)	+11,516 (18,000-6,484) Or +10,000⁶
Students residing off Campus	16,673 (23,157-6,484)	12,000 (30,000-18,000)	-4,673 (12,000-16,673)

If JMU executes its recently proposed strategic plan targets by increasing the student population to 30,000 and housing 18,000 students on campus, the total number of JMU students residing off-campus would decline by roughly 4,673 students. Given this anticipated decline in the off-campus student population, staff questions the need for continued growth in off-campus student-oriented housing over the long term.

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Conclusion

As JMU increases its supply of university-managed housing, demand for off-campus student-oriented housing is expected to change. Staff believes that such changes will not affect all off-campus housing equally: student-oriented housing located further from campus may see a greater shift toward vacancy or non-student households, while student-oriented housing that is easily walkable to campus and that provides convenient access to services such as those located downtown, would be better positioned to continue having students reside there. For this reason, staff believes the subject site is among the more appropriate locations in the City for student-oriented housing. Its proximity to campus and downtown supports walkability and may help reduce reliance on personal vehicles compared to student housing located further away and in less accessible areas.

Staff also recognizes that the geographic distribution of student-oriented housing is an important community policy question that extends beyond this rezoning request. As JMU's housing strategy advances and off-campus demand patterns shift, the community will need to consider where student-oriented housing is most appropriate, where broader community housing needs should be prioritized, and how those decisions align with future land use and other City and community goals. Staff believe that discussion would be best addressed through a focused initiative on that topic.

In conclusion, staff believes rezoning the property to B-1C has more advantages than disadvantages and it generally conforms with the City's Comprehensive Plan and the Harrisonburg Downtown 2040 Plan.

Staff recommends approval of the rezoning request.

Options

1. Approve the rezoning request.
2. Deny the rezoning request.

Attachments

- Planning Commission Extract
- Table 1. Comparison of Proffered Number of Units and Bedrooms
- Site maps
- Applicant's supporting documents
- Public comments received prior to 12noon July 2, 2026
- Public comments received between July 2 and July 9, 2026



CITY OF HARRISONBURG COMMUNITY DEVELOPMENT

409 SOUTH MAIN STREET, HARRISONBURG, VA 22801

OFFICE (540) 432-7700 • FAX (540) 432-7777

August 3, 2026

TO THE MEMBERS OF CITY COUNCIL CITY OF HARRISONBURG, VIRGINIA

SUBJECT: *Consider a request to rezone at 435, 445, 457, 473, 483 & 495 South Main Street and 282, 288, 294 & 298 South Liberty Street*

EXTRACT FROM THE DRAFT MINUTES OF HARRISONBURG PLANNING COMMISSION MEETING HELD ON: July 8, 2026

Chair Baugh read the request and asked staff to review.

Ms. Dang said the applicant is requesting to rezone a +/- 2.75-acre site consisting of 10 parcels from R-3, Medium Density Residential District to B-1C, Central Business District Conditional. If the request is approved, with recent proffer changes the applicant is now proposing to construct a four-story multi-family building consisting of a maximum of 180 units (which is about 65 units per acre), between 2,500 to 5,000 square feet of non-residential space, and a five-level parking garage consisting of a minimum of 320 off-street parking spaces.

Planning Commission and City Council have previously reviewed requests to rezone the subject property in 2025 and earlier this year. Most recently, on April 28, 2026, City Council tabled the request. Due to substantial revisions to the proffers by the applicant following the April 28th meeting, the rezoning request must return to Planning Commission for public hearing. Previous meeting minutes, staff memorandums, application materials, and public comments are available at the following links:

- July 9, and August 12, 2025 - <https://harrisonburg-va.legistar.com/LegislationDetail.aspx?ID=7507770&GUID=BCCA5060-6091-4F84-B392-674CDE97EBE5&Options=&Search=> and
- March 11 and April 28, 2026 - <https://harrisonburg-va.legistar.com/LegislationDetail.aspx?ID=7991334&GUID=05131103-00F1-40F8-BC7D-5007058D6DE2&Options=&Search=>.

Changes to Proffers

For the most up-to-date full list of proffers, please refer to the attached file “Applicant’s supporting documents,” which includes a document titled “Rezoning Request Proffer Statement.”

Since the April 28th City Council meeting, the applicant has amended proffers I.b., c., d., e., f., g., and h.; II. e.; III.a. b., c., d., and f.; IV.a.; and V.a..

The applicant has:

- Reduced the maximum number of dwelling units from 250 to 180 (Proffer I.b.),
- Reduced the maximum number of bedrooms from 555 to 440 (Proffer I.b.),
- Reduced the minimum number of studio or one-bedroom multi-family units from 110 to 72 (Proffer I.c.),
- Maintained the previously planned maximum number of four-bedroom units at 85 (Proffer I.d.),
- Reduced the proffered minimum number of structured parking spaces from 480 to 320 (Proffer III.a.),
- Reduced the proffered minimum number of electric vehicle charging stations from 14 to 10 (Proffer III.c.),
- Reduced the minimum number of secure indoor/covered bicycle storage spaces from 120 to 90 (Proffer III.d.), and
- Maintained the proffered minimum number of exterior bicycle parking spaces at 16 (Proffer III.d.).

In addition to the above details, the applicant has reduced the cash contributions for:

- Traffic-calming improvements from \$60,000 to \$45,000 (Proffer I.e.),
- Parking enforcement or enhancements from \$30,000 to \$22,500 (Proffer III.f.), and
- Affordable housing from \$93,738 to \$70,000 (Proffer V.a.).

The applicant describes the cash contribution reductions as “generally proportionate to the number of units and bedrooms proffered for the Project.”

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Chair Baugh asked if there were any more questions for staff.

Vice-Chair Porter said as it relates to the change in language on the proffers related to the design standards, switching from substantially conforming to generally conforming, in terms of enforceability and what that actually means, can you provide us with some insight as to what that change in language, in nomenclature, how that impacts the proffer and our ability to be able to enforce it?

Ms. Dang said I think that the language is appropriate. The two different terms being used in two different contexts that they have. The substantial conformance is used in proffer I.a. and refers to the concept plan. So it is more rigorous and restrictive in terms of the footprint and this is what we expect that the site would look like. The general conformance proffer is used when describing the proffer that has to do with building elevations and the renderings. The first word that comes to mind, it is a little more squishy, but I am trying to think of a better word to describe it. It is talking about the general idea of architectural features and things that we would see, and then there is also that flexibility built in that building materials... I am trying to pull up the proffers here... is subject to availability of materials and other things like that, so it will not look exactly the same. So substantial conformance being more strict and general conformance less strict. But you know, we have a Zoning Administrator who would be responsible for ultimately making that interpretation when the time comes. Is there anything else any staff would like to add to that?

Mr. Russ said I think that is good.

Commissioner Seitz said I have a question about one particular email that we were sent. There was an email that expressed concern about... it was sent to us by Mr. Tennyson. He made reference to concern about the Paul Street configuration. He says I am ready to formally object to the apparent use of the subdivision ordinance process to approve elements of the proposed Paul Street extension that would otherwise require a variance, and I do not know if that is the right use of variance or back to variations and exceptions, under the City's zoning and development standards. I mean, we are not really approving any specific confirmation of Paul Street if we recommend this, correct?

Ms. Dang said that is correct. I respectfully think that there is some... the point made earlier in the prior conversation about the Subdivision Ordinance, the term variance is confusing in the way that we are using the same term for zoning variances that go to the BZA and subdivision variances that would go to you all and City Council. I think that there is a bit of confusion in his email. You are correct that if City Council were to approve this rezoning, the applicant still would have to come back through this body and City Council to ask for the variations and deviations from the Subdivision Ordinance for reduced street widths or other things related to the street things that do not meet the basic standard.

Commissioner Seitz said and we saw that recently in the proposed extension of Franklin Street.

Ms. Dang said that is correct. That is a good example. And that was discussed in a prior report. It was documented in the March and April 2026 staff report. There is a paragraph that explains that the applicant will have to come back through the process.

Commissioner Kettler said this may or may not apply to that particular comment or other comments, but I would generally say that relying on AI in creating public comments is often not the most helpful input. There are a couple of comments which have the telltale signs that they could be produced by AI. I am not particularly interested in hearing what AI has to say. I am very interested in hearing what the public has to say. I will leave it at that.

Commissioner Jezior said on the cash contributions, the changes in the proffers. I know in the past meeting for The Link there was a certain amount for the affordable housing per resident. The \$93,738 was calculated based on per resident. Are all the other changes in there, is there any specific reason why they would be reduced or was that just a decision that the developer made based on...

Ms. Dang said I will defer that question to the developer when they come up.

Chair Baugh said are we okay with staff at this point?

Commissioner Seitz said I want to express appreciation for the analysis that was done in the staff report, the comparison of bedrooms and units and the tables. It was very helpful.

Vice-Chair Porter said it has been a lot of changes.

Ms. Dang said thanks for the feedback.

Chair Baugh invited the applicant or applicant's representative to speak to their request.

Todd Rhea, local land use attorney with Clark and Bradshaw, 92 North Liberty Street, representing the applicant said with me this evening is Seth Roderick with Monteverde Engineering our local traffic and civil engineer. For efficiency, I will be making the applicant presentation this evening. Mr. Roderick is available to field questions in relation to his area of expertise including traffic, streets, engineering, height of building, those types of questions. The land use considerations of The Lindsey project would appear to be fairly well settled at this stage given its recommendation for approval three times by city planning professionals and twice by this body. While not presuming a further recommendation in advance, there appears to be no land use justification to depart from prior recommendations of approval. Planning staff have detailed how the present application meets the Comprehensive Plan, the 2040 Downtown Plan, and related city goals to increase density in downtown to activate redevelopment areas for higher economic use and to locate sorely needed customers in walking distance of downtown businesses.

The zoning justification letter in your packet and posted for public review focuses on the revision to the project since your consideration in March. My presentation will largely focus on those revisions and comments received since that hearing. The applicant has been consistently proactive and responsive over the past 12 months, from the complete redesign of the project's exterior appearance to align with those found downtown, the addition of the gateway clock tower element, changing the unit mix to provide much needed one-bedroom downtown apartments, providing street activating commercial space along South Main Street, providing extensive cash proffer

commitments consistent with project generated impacts, to finally the removal of two full stories and over 20-feet of height from the structure, going from a maximum of 75 feet to 52 feet. In direct response to community and Council concerns, there are some who will not support an urban style apartment project on this site no matter the scale. They are entitled to that view. But for many others, Timberwolf's commitment to making responsive changes to the project based on community feedback has been recognized. From the Lindsey family's perspective, having their name on the project is meaningful given their century-long ownership of the property. Both the City and the Lindsey family have been discussing redevelopment of the site for over a decade, and the family intends to see it developed. There has been some discussion [unintelligible] to have the City reach into its coffers to spend millions of taxpayer dollars to turn it into a larger public park and event venue. That is an expensive proposition not supported by the Lindsey family and represents a move beyond requesting changes to the existing Timberwolf proposal to something entirely different which does not respect Timberwolf's investment and collaboration in bringing this project to the City.

In fact, there is a fantastic public park and concert venue planned right next door and integrated into The Lindsey project. The Build Our Park leadership has worked tirelessly over a decade of planning and fundraising to make that park a reality with city support. We would encourage those who desire a downtown park to consider contributing privately to that effort or lobby the City for additional funding for the Build Our Park plan. Even with the reduced height and unit count, The Lindsey project will create an ongoing income stream to the City to maintain City budgetary priorities. Removing The Lindsey income stream and replacing it with a major park capital project not in the CIP [Capital Improvement Program] and ongoing operational expenses would simply create additional funding challenges for the City budget. Let me also share that the predecessor organization to Build Our Park, namely Greener Harrisonburg, had the Lindsey property under an option to purchase for 18 months in 2013 and 2014.

At that time, City funding was not available to provide the park committee the fiscal support to make that purchase and fund a larger downtown park project. Today, the City arguably has much less room or appetite to fund an expanded downtown park at the expense of the substantial tax benefits and critically needed downtown residents that The Lindsey project would provide back to land use. The primary consideration of this commission as highlighted by staff, the Lindsey Project has been guided by the 2040 Downtown Plan. The 2040 Plan is the adopted City plan for downtown land use and redevelopment goals. In this slide, an overarching goal of the Downtown 2040 Plan is the pressing need to increase population within walkable distance at the city center through density initiatives. Simply stated, downtown needs more residents and more residential density is needed to help support downtown businesses. Those of us who work and live in downtown Harrisonburg know that need from the small business community.

The plan also recognized the City's running out of old buildings to remodel and focused on areas where new and dense residential construction should be directed. South Downtown containing The Lindsay site is highlighted in the 2040 plan as one of those targeted areas ripe for reinvestment to accommodate the goal of encouraging mixed use space and residential developments in key clusters of underutilized space. Zooming in closer, the Plan calls for integrating new housing close to City Hall to activate the area south of Turner Pavilion. This slide specifically shows urban scale

residential buildings on the Lindsey site that could not be built under the current R-3 zoning classification.

I have talked extensively during these presentations about the last 15 years of development patterns which have pushed almost all new growth and permitted residential units into Rockingham County near the City limits. As the recent Peach Grove student housing project's public discussion and tonight's staff report confirms, placing students closer to downtown in realistic bike-walk distance of campus and away from autocentric corridors is an expressed city goal that the Lindsey property aligns with and supports. As the staff report states, the Lindsey site is among the more appropriate locations in the city for student-oriented housing. The new Lindsey concept plan shows a project that fits neatly on the site with natural separation and buffering on the east and west from Main and Liberty Streets on the north from the existing city parking lot and on the south from the Baptist church parking lot and the new Paul Street extension, it has natural buffering.

This building does not loom over anybody. It does not press up against anybody. Just giving the natural improvements around it. The project also provides significant upgrades to bike and pedestrian connectivity, through the Liberty Street cycle track, through installing wider sidewalks along its main frontages, and public seating space in south downtown along the major street corridors. That is an important proffer. It has not been touched on in these hearings so much, but this is an activated area around this building. Finally, a large drop-off area is designed along the Paul Street extension to serve all ride share delivery and related needs for the property purposely moving those stops off of Main and Liberty Streets.

The applicant's architectural team has retained the updated traditional appearance of the building, utilizing finished colors and elements such as brick and greystone materials, townhome style elements to break up the massing of the building, traditional balconies and signage, cornices, varied foundation materials at pedestrian level, and a signature clock tower element as a gateway to downtown. All suggestions received and responded to through the public comment and discussion process. The building has been reduced to a maximum of 52-feet finished roof height with some small leeway for the clock tower and roof screening via architectural elements. The height of the building now aligns with the height of City Hall. The natural curve of Main Street as you can see on this picture and the lower height of the northeast corner of the building - you can see a little bit of a setback there on that corner and that area on the other side of the drive aisle is a little bit lower - is intentional to provide additional visual clearance for City Hall. And City Hall, as you can see, is oriented and aligned. Looking out toward the street, it doesn't face directly into the back of The Lindsey building. Exterior design is a subjective process. It is not governed by existing City ordinances, but as is evident from the traditional redesign and the lowering of building height, The Lindsey project team has listened to feedback and invested significant time and resources in the evolution of this proffered design.

[Referring to the powerpoint presentation] This initial view shows the building from the southeast corner near the Paul and Main Street intersection looking northwest. The clock tower feature in the middle, the commercial area under the clock tower and along South Main with sidewalk patio, a more traditional mounted sign above the main entrance off Paul Street and building design elements and colors are clearly shown. The gateway corner under the clock tower contains a wide pedestrian circulation and seating area at its base in front of the commercial shops. The second

elevation from the northeast looks toward south toward the back of the building. This view provides an example of how parking garage screening through muralization can provide a palette for natural or other art installations which are proffered to a 60% coverage level by the applicant. It also shows how the South Main Street sidewalk is widened and landscaped as an attractive and activated pedestrian corridor.

Activating South Main Street is a key goal of the Downtown 2040 Plan. The third elevation is from the southwest corner of the property looking north up Liberty Street. This view shows the new Paul Street intersection, the Liberty Street cycle lane, and additional views of the transformed exterior building design elements. This view along Liberty [Street] gives you a great view of the very greystone foundational element at pedestrian level seen with many older structures in town. You can also see an example of street level landscaped space and pedestrian seating along Paul Street. I will briefly discuss project impacts that I more thoroughly covered in previous presentations.

First, transportation improvements. Despite the reduced size and unit count, The Lindsey continues to fund the full installation cost of the Paul Street public street extension and provides City Public Works directed transportation calming funding for the Paul Street Corridor. Parking. The project continues to be designed to meet its resident parking needs within an onsite parking garage. Timberwolf plans to charge separately for parking as an economic incentive to promote bike, walk, and transit options. There are transit stops on Main and Liberty [Streets] close to this site today. The parking garage will be built over what is largely today surface parking, greatly increasing the parking efficiency of that space without taking up new land for parking spaces. The garage will offer EV charging stations for resident use at a level which are in line with EV charging station standards adopted for City public projects. The removal of two levels of the parking garage to reduce structure height while maintaining resident parking ratios does mean that the applicant will no longer be able to provide dedicated City parking spaces in the structure. The project continues to provide improved parking solutions and circulation for the Baptist Church parking lot. It continues to provide a parking impact cash proffer for City utilization and continues to proffer full-time onsite management to address any overflow parking concerns. Finally, affordable housing. During the community engagement process and past public hearings, affordable housing needs were stressed by citizens. The Lindsey team took the initiative to develop an affordable housing cash proffer supported by legal and financial analysis prepared by Virginia Proffer Solutions. In the absence of an affordable dwelling unit City ordinance as authorized by the Virginia Code and the lack of a local housing trust or other dedicated fund, Timberwolf has provided that affordability cash proffer, legally supported under existing laws and ordinances. The concern has been consistent. Hey guys, what you proffer, make sure it is legal and enforceable. We have taken the steps to do that.

The good thing is the current entitlement process, lengthy as has as it has been, has raised awareness and public input into the work to be done in this critical area of need. Given the range of demonstrated benefits of the Lindsey Project and its consistency with City land use plans, we hope that a recommendation for approval will not be withheld on affordable housing grounds where the City itself has much remaining work to do in order to legally facilitate higher levels of affordability support from new market rate projects. I want to thank the Commission for its time and consideration this evening. There are obviously political considerations outside the purview

and scope of Commission consideration. The Lindsey site application has certainly taken a unique path to come before you for the third time and the fifth time for Councilmember Dent. We realize that the nature of compromise means that folks on all sides of this project may not get their full desired outcomes, but we are comfortable that this final proffered plan represents Timberwolf's best efforts in arriving at both an economically viable and politically approvable project. As discussed at the beginning of my remarks, the land use decision before you is clear and compelling with the reduced height. The project is now below the midpoint between allowable R-3 and B-1 heights, a challenging but reasonable compromise. We ask the Commission for its continued vote in support of the project on land use grounds consistent with the renewed recommendation of approval by planning staff as we continue forward with the process to move The Lindsey back before City Council for consideration and hopefully resolution in late August. Thank you, Mr. Chairman.

Chair Baugh said thank you. Questions for the applicant.

Commissioner Jezior said same one that I brought before for Ms. Dang. What was the thought process in the reduction in the cash proffers?

Mr. Rhea said cash proffers are based upon identifiable impacts from the property. These are all offsite proffers; they are not within the building or the site. So, as the building reduced its resident count, bedroom count, and parking space count, those cash proffer impacts were reduced proportionately to those reductions. Again, not a scientific process but well within what was supportable, and we have gone through how those were calculated on affordable housing through the VPS report on the traffic calming measures through other similar type improvements, traffic humps, speed cameras, stop signs and that nature. So again, it was what we believe as a fair and proportional reduction based on similar reduction in the number of residents there.

Commissioner Kettler said in terms of the internal layout change and like the atrium area there, what was the thinking behind that?

Mr. Rhea said it was an ability while we were losing roughly one-third of our building height - buildable area from six floors to four floors - we were able to add back a little bit by adding a couple wings internal so you would not see those additional units from the street. They are all hidden internally and it allowed us to attach the building itself to the parking garage so that there would be direct resident access from the garage into the full area of the building on site.

Commissioner Jezior said a question that came up at public comments that I want to bring up. I know there was some concern that the four stories were not proffered and that there might be a way to fit five stories within 52 feet.

Mr. Rhea said we have heard that concern. The elevations are proffered; they show four stories. If you look at City Hall and you look at the backside of City Hall, when you come in the entrance out here, it is three stories. On the backside of City Hall, it is four stories because there is an exposed below grade area. The roof will be flat. So, people visually looking for whatever impacts there are, it will be at that capped at that 52-foot height. Why we came up with Paul Street is the City has a very technical definition of "building, height of" and where you measure that from and

how it is measured. That is our primary entrance for this building; it has been from day one. So that is the most consistent area. It is not the most favorable nor the least favorable for the project. It is kind of a midpoint for fairly measuring that height.

Commissioner Kettler said what costs are associated with a delay of a project of this size. So, I'm thinking, financing or other additional costs over a period of time, like months here.

Mr. Rhea said there is certainly a cost to the City of delaying a project like this. Although there have been substantial material changes to this project that could be justifying that delay, costs go up over time. Generally, it is going to be more expensive to build tomorrow than it is today unless we have deflation and deflation of building materials, which we have not seen for quite some time. Interest rates are more variable, they go up and go down. That is kind of the luck of the draw as to where you are in the economic cycle and the rate cycle when you lock in your rates. So that could go up or down but, but generally the cost of things continues to go up. So, delaying it does make it more expensive.

Commissioner Kettler said in terms of the layout. It is an overall reduction in the number of residential units. So, I'm wondering on the ground level, are there intended to be more residential units or any residential units on the ground level that were not there before in previous iterations?

Mr. Rhea said the commercial space has remained the same. The ground level will still be primarily used as office space and recreational space. There may be some more on the ground level. The question again came up relative to Mr. Seitz's question about substantially versus general conformance. One of the most challenging things is this has been the most detailed proffered project from an exterior design appearance in my experience in the City, but we have not gone through construction documents yet. And so, when you go through the construction documents there is some variation with that, but the intent is to be consistent with those elevations that were provided. The concept plan, the city knows what it gets if it approves this project.

Vice-Chair Porter said could you speak to the process with the transportation changes and the communications related to Harrisonburg Baptist Church. Since the last time we have seen you, has there been material discussions between you and the church? Have you reached some accommodation?

Mr. Rhea said there have not been. I do not think they have objected to what we have proposed with respect to their parking lot. It remains completely optional to the church if they want to leave their parking lot as it is today. So there have not been specific conversations regarding that because I do not think there has been a specific objection to that portion of what is being proposed. That remains within the Baptist church decision. If they want to close that, Timberwolf will pay for extending the sidewalks and closing in those ends and giving them the entrances onto the new Paul Street extension as that is constructed.

Vice-Chair Porter said I also want to have you speak on the rationale and the decision-making as it relates to the reduction in the number of bedrooms, the rationale behind that and also the mix that you chose. You know, I have given you a hard time about the four-bedroom units, and I still have concerns about four-bedroom units and that has been well trodden ground, but that percentage

has gone up significantly as the project has changed and you have reduced one-bedroom units and significantly reduced two and three-bedroom units. So, I am just curious what the rationale was.

Mr. Rhea said that is economically based. The four-bedroom student housing component to this building is a key part of what makes it economically viable to be constructed with all the proffers and bells and whistles that go along with getting the project approved. We were very intentional about not raising the amount of four-bedroom units, so there are not any more there now than when you all considered this back in March. If you look at a lot of other downtown student-oriented projects along West Main Street in Charlottesville, the project formerly known as The Standard, it is called something else and was sold last year, that is 90% four-bedroom and five-bedroom units. So, this has been an intentional mix. We have had conversations with City officials. We have done our best to provide a project that works and maintaining that one-bedroom scale that young people really are clamoring for. There are people who live at the Ice House, there are not that many units there, they are all the all one-bedrooms. It is where the young professionals want to live. That is who we want to see downtown. I think in terms of opportunity, the ability to live without having a car at that age. Still being tied to the university scene in your twenties, but not being a student there.

Vice-Chair Porter said that is a fair answer.

Chair Baugh asked if there were any additional questions for the applicant. Hearing none, he opened the public hearing and asked if there was anyone in the room or on the phone wishing to speak to the request.

David Bernstein, 521 Ott Street said I will be very brief because a lot has changed since your last discussion of this proposed zoning change and it is clear that you should now oppose it. It is not needed and it is counterproductive. We now know that JMU plans to construct dorms and have 60% of its students live on campus. If the student body does not grow, remains at 23,000, this will amount to an increase in on-campus students of about 6,400 to about 14,000, which is a decrease in off-campus students of 7,300. If the student body does grow to 30,000 as planned, it will still lead to a decrease in off-campus students of about 4,700. In other words, the City and surrounding County could see a decrease in demand for student housing of between 4,700 and 7,300 bedrooms. That is, we have plenty of student-oriented housing. We also now know for sure that The Lindsey will be a student-oriented complex. The most likely configuration consists of 85 four-bedroom units between nine and 14, two- or three-bedroom units and 72 one-bedroom units. This means that out of a total of 440 bedrooms, 340 or about 77% will be in four-bedroom units. Twenty-eight, about 6% will be in two- or three-bedroom units and 72, about 16% will be in one-bedroom units. The four-bedroom units, as we have all discussed, is attractive only to students and ultimately this means the entire complex is going to be attractive only to students. Hence, we will soon have plenty of student housing and there is no need for The Lindsey. There is, however, need for other kinds of housing. According to the 2020 Harrisonburg Housing Study, 94% of owner-occupied units are traditional single-family homes. In other words, the City has a clear need for other kinds of housing, exactly the kind of housing that is likely to be built if the zoning remains R-3. In

conclusion, there should not be a change in zoning. What is best in Harrisonburg is to leave these lots at R-3. Thank you.

Lynn Adams, 906, Circle Drive, said I have been here for 45 years. My husband and I, before we retired, were very involved in the building industry of Harrisonburg and depended on it. That helped our family grow. But as things have changed, so have certain needs, I feel, for downtown Harrisonburg. One thing that concerns me is the future of the ownership of The Lindsey. How long does Timberwolf plan to hold onto it before it sells? Then, will it maintain its beautiful pictures that we are seeing today? That is an entrance to our historic city, which is a very important thing. Four-bedrooms, if it goes as the gentleman before me said to where we do not need student housing as much as they are saying we need it now and it goes to families that need to live in things like that, a four-bedroom, four-bath, one will be too expensive for a normal family to afford. So that is one concern and as JMU goes to living on campus, we have an awful lot of housing for students off campus now. That is not going to change by building this here downtown closer. They are still going to want to be off campus but not under the thumb of downtown restrictions. Parking is going to be affected. I am not sure how the surveys and the tests and all that were done. Anybody, if you talk, I talk to a lot of people downtown, and I am downtown quite a bit. The people that come into our area, one of the big things they bring up is parking. Where do you park? I cannot find a parking space. These students, and I do not know how many of you have young children or teenage kids or grandkids like we do, they are not going to leave their cars at home. They are going to bring their cars and, if you try parking on any of these streets that are the 10-hour-parking during the week, Monday through Friday, they are all student cars that are taking up all those. And when you bring more students living at The Lindsey, there is not going to be any parking that is available for the people that are going to come down, the residents that live here 365 days a year, to shop downtown. They are not going to be able to park. So, I think, I hope that you consider the long-term effects that we are going to have to deal with after Timberwolf sells the building and moves on to the next town. Thank you.

John Mansfield, 505 South Mason Street said I certainly want to compliment Ms. Dang and Mr. Rhea for their presentations and also Timberwolf for their efforts. I think one question I would have is if the majority of city residents really believe that what appears to be purpose-built student housing is preferable over a festival center that might have other benefits both culturally and in the long term. I also wonder, in considering a festival center, if you are looking at the value as opposed to just the cost. Well, thank you. I appreciate having been able to meet with a number of you and also hopefully you have read some of the emails that I sent. Thank you.

Todd Alexander, Paul Street, said Parking. We are 120 parking spaces short. We already have parking issues on Paul [Street]. We brought it up to City Council. They sent police officers out and for two weeks they patrolled it, ticketed, towed, did all the things that they needed to do. We appreciated that. But that is a two-week period, you know, this is going to be every day. We are going to have 120 cars and when they cannot park in the parking garage, they are coming into the Old Town Neighborhood. We already have issues. And if you think that JMU students are not going to own a car, you are not thinking correctly. If the developer is in the proffering stages and they are so certain that parking will not be an issue, they are going to cover all the parking, then

let them pay to add onto their parking garage when it is a problem. Let them proffer that, if they are so certain that their parking is correct, it should not be an issue because they should not have to build it. We still do not have a clue what the price of these units are going to sell for or rent for because they have never told us. We have no clue how expensive the parking is going to be. If you go and look at The Standard, which they keep referring to, you will find that the reviews are not good. Parking is high. Outrageous, they say. But they still park there because they have no choice. They say that their parties are so loud in the hallways that they do not sleep at night, that people are throwing up in the elevators and throwing up in the hallways and it takes weeks to get it cleaned up. Now those are student reviews, good, bad or ugly. That is what they are. But if you are going to make references to that, then you are going to have to take the good, the bad, and the ugly with it.

What is the plan to address the future problems with traffic? The developer is going to give a small sum of money for traffic calming. What are you going to do with the rest of it? How are you going to fix that? Because once they walk out, it is done. Then we, the taxpayers and the City, are paying for this. Developer is not paying for it anymore. They gave their small amount of money and they are done. So once again, if they are so certain that it is not going to be an issue, let them proffer to pay for that. Look at the study a year later and they can pay the expenses to fix that. I do not know what else to say about that. Four-bedroom units are difficult, almost impossible to convert and in 10 years we are going to be stuck with a whole building full of them. What are you going to do then? Water. We have not even talked about water.

Water, next 25, 50 years. I mean we have water today because the City Council had the foresight long time ago to buy multiple sources of water. We need that same foresight today. Especially if the answer is to rely on the Shenandoah River where there are environmental concerns. The river is at record low. I have never seen the river this low in my entire life, and we have property on the river.

I am still confused. Maybe you guys have the answers to this. I do not understand why you can build a six-story structure with 62 feet, but it takes 52 feet to build a four-story structure. If you have answers, I am listening. It seems to me that a four-story structure should be 42 feet. It still has not addressed affordable housing. Adding rental units does not automatically mean that you are increasing the working... The residents, the young professionals, families, seniors, nobody can afford that housing. You are just not going to be able to do it.

Some of the proposed developments are now described and are less necessary because of changes on the JMU campus housing. Why is that reasoning basically applied selectively? We apply it in one area, but we do not apply it in the other. I think we need to apply it in all areas, not just one or the other. We need housing for young professionals, working residents, people who want to live and invest in the community year-round, not just part of the year. We already have plenty of that. If you walk downtown now, you can actually walk down the sidewalk without having to walk out into the street to get around. You can see the difference, which is just going to compound that. The

housing study has been referenced in this for some reason. The Housing Study says that there is an increased need for rental housing, but I do not understand why it is now being used to justify recommendations that and why it has not been followed with the same urgency for all the other things. We just chose to apply it to this. What is going to be built on the property? We have an idea, but we do not because things are generally this. I think we need specifics. These are not minor details. They are basic questions about infrastructure, affordability, transportation, water, and neighborhood character.

A zoning change or major developmental approval should not move forward just because we need revenue. The City is like, oh, we need money and this is great money for us. I do not think it is. I think you should look at some of the other projects from this developer and see how much revenue is generated from that. I think that would help you a lot. And so, I would ask if it is not your job as Planning Commissioners to protect citizens' quality of life, then what is the responsibility and who is responsible to protect our quality of life? We are depending on you guys to do that. I ask the Planning Commission to require clear, concise answers to this and many other questions and ensure that the public input is not treated as an obstacle, but as an essential part of responsible planning. Harrisonburg deserves thoughtful growth, not growth that leaves residents with unanswered questions and multiple costs. We are going to get stuck with all these costs as the residents. I ask you to protect our quality of life. Thank you very much.

Carl Larsson, 47 South Mason Street, said I have lived in Harrisonburg for 10 years now and I absolutely love our city. I share in the desire of many in this room to have greater density and more neighbors living in and around our downtown. And yet I am here to respectfully ask that you vote no tonight on recommending approval of the rezoning as a first step toward a better yes on this property tomorrow. I want to be very clear, I do not believe that voting no is a vote against housing or against downtown growth. Voting no tonight is a vote to uphold our City's planning documents. It is a vote to ask that this rezoning application is not just or does not just partially align, but that it should fully align with our city standards before recommending approval to our City Council.

I would like to offer three arguments. First, this proposal contradicts our Downtown 2040 Plan. Second, the proposal does not have the support of the community and there are too many unresolved issues to allow it to move forward for a vote by City Council. Third, there are many alternative uses for this property that could better serve the needs and goals of our community.

First, this rezoning proposal contradicts the Downtown 2040 Plan in several important ways. The Downtown 2040 Plan was adopted by City Council, and it represents our community's shared vision for downtown development. While this development proposal may deliver development and density downtown, density alone is not enough. I would like to show a poster, and you should have a handout of this in your docket as well. This image, from page 60 of the Downtown 2040 plan, clearly depicts a B-1 style building at three stories, not four or five or six, but three stories with both historic buildings preserved. The applicant's proposal contradicts this plan by first demolishing historic buildings and second, introducing four- to five-story structures and massing

in an area next to two- to three-story buildings. That scale and massing violate the sound planning principles of transition zones and the need to match existing neighborhood character. Some additional contradictions with the Downtown 2040 Plan include the following: The Downtown 2040 Plan calls for green building solutions on page 60. It is my understanding that the comparably sized Urban Exchange is LEED certified, but I do not see any similar environmental certifications being proffered in this proposal. This proposal also risks the negative environmental impacts of removing mature trees and green space next to the Blacks Run watershed. Page 44 of the Downtown 2040 Plan calls for the highest standards of design at this downtown gateway. The proposal's proffers, however, allow for an exposed parking deck rather than wrapping the parking with apartments, which is standard in many cities. The proffers even seem to allow for future changes to the design and materials after rezoning, and I simply feel that we should not accept, as Ms. Dang described as squishy general conformance language for the final design in building materials at this key gateway to our downtown. I do not think the Downtown 2040 Plan says that these issues I have mentioned can be ignored as long as density is delivered. Until all of these criteria are met, we have to conclude that at this time the current proposal contradicts the Downtown 2040 Plan. Thus, I respectfully ask that, even if there are aspects of this project that we appreciate, we nonetheless hold off in recommending approval until the proposal fully rather than only partially aligns with the content of our City's adopted Downtown 2040 Plan. Second, the proposal does not have the support of the community and there are too many unresolved issues to allow it to move forward for a vote by City Council. Over 1,600 people have signed the petition against rezoning and the map in your docket shows that the petition signatures come from neighborhoods all across the city.

Commissioner Seitz said sorry to interrupt. Are you referring to this? [Referring to a handout.] There is no label or context on this, so can you just describe explicitly what this page represents?

Mr. Larsson said that represents the addresses of those who have signed the petition against rezoning to B-1C, in favor of keeping the current R-3 rezoning.

Commissioner Seitz said thank you for the clarification.

Mr. Larsson said thank you for the question. It does not come as a surprise to me that there are so many people opposed to this given how many unresolved issues still linger. Affordability, traffic, parking, management plans, fiscal impacts, and the possibility of future tax breaks on the property and environmental impacts the legal enforceability of the proffers. None of these are small details. They are fundamental issues that demand answers, and the proposal now has an increased focus since last March on student-oriented units with the proffer now allowing up to 77% of bedrooms to be housed in student-oriented four-bedroom units. Increasing the proportion of student-oriented units simply does not make sense to me in light of JMU recently approved plan to build around 10,000 new beds on campus. We already have plenty of student housing in town and JMU on campus housing projections, we have heard forecast that will now be around 4,400 or more fewer students living off campus by 2040. Our City does not need a building with 440 new bedrooms

marketed to students. If anything, we need 4,400 already existing bedrooms to convert from student off-campus housing to workforce and family housing between now and 2040. As our City Community Development Department recently said in its memo for the Peach Grove rezoning request, staff does not believe that more student-oriented housing is needed at this time. And secondly, they said, quote, it would be better for the community to provide the appropriate style of units at the initial time of construction.

Let me pose a question. What do the following recently completed multifamily apartments in downtown Harrisonburg have in common? The Ice House apartments, the Kavanaugh apartments, the Foundry apartments, and the Keezle building apartments. Besides all being very popular downtown Harrisonburg apartments, as far as I can tell from a quick internet search, it looks like they consist of only one- and two-bedroom units with no three- or four-bedroom units at all. I feel that the absence of three- and four-bedroom units is a major factor that makes properties like this attractive to year-round, non-student residence. Even Urban Exchange is predominantly made up of one- and two-bedroom units with only about 20% of their units listed online having three-bedrooms. And there are no four-bedroom units at Urban Exchange. None at all. We simply do not need more four-bedroom, student-oriented housing in town. On the other hand, one- and two-bedroom units appear to be in high demand downtown. Completely eliminating three- and four-bedroom units from the proposal not only seems to be financially feasible, but I also believe that this change would much better serve our City's current and future housing needs.

Finally, very briefly, I would like to show you how your no vote tonight could open the door to a better yes vote on a different plan tomorrow. First for reference, this is the developer's updated rendering that we have already seen this evening. I feel that it visually downplays the height of The Lindsey making its five-story parking decks somehow appear to be shorter than our three-story City Hall. In reality, the building and parking deck would likely feel very out of context with their surroundings. City Hall would no longer be the focal point of our civic core. Center stage would be taken by these apartments. Now here is a possible alternative use of the property [referring to a poster he held up]. The first possible alternative use of the property would be an expanded public park. Please think about how great an expanded public park could be for this area, our downtown environment, and the ability to attract new investment in dense housing and businesses to downtown. The Urban Land Institute and other planning experts agree, great downtowns need great parks and public spaces. Think of how great an expanded downtown park could be to catalyze downtown growth and investment for generations to come. Will a student-oriented apartment building have the same effect?

A second alternative use of this property could be to build context-sensitive multifamily. If the landowner wishes to pursue B-1 housing here, then please vote no tonight and let us wait for a plan that fully aligns with the Downtown 2040 Plan by focusing on three-story apartments, built side by side with the existing historic buildings on the property. This would be consistent with the scale of other recently completed downtown apartments, the ones I mentioned earlier, and thus, it seems to be economically feasible and in high demand for our City. It could still provide downtown

density, and it could be absolutely beautiful for our downtown. These are just two examples of a better path forward. I feel that it would be a false dichotomy to believe that this is a choice between something like R-3 townhomes or an out of context student-oriented apartment block. On the contrary, I would hope that there are many more options available for the applicant to explore that could better serve the common good of our city.

To conclude, a no vote tonight is not a rejection of downtown growth. It is an opportunity to reset and invite this talented development team to come up with a proposal that fully aligns with the needs of our community and the guiding documents adopted by our city government for the sake of our downtown today, as well as our legacy in the downtown that we leave for our children and our grandchildren. I ask that you please vote no tonight so that we can reset the process and work together towards a better yes tomorrow. Thank you for your time and consideration.

Sierra Lambert, East Elizabeth Street, said my comment was not written by AI. A classic social psychological tactic is where a negotiator makes an extremely unreasonable request that is sure to be rejected when the other party inevitably says no. The negotiator follows up with a slightly smaller but still extreme request because the later request feels like a compromise. The other party is much more likely to agree. I ask that you do not fall for the psychological trap created by the developers and the attempts to convince us that this is a good thing for downtown. This updated plan still emphasizes the same 84 four-bedroom units, which undoubtedly primarily focuses on JMU students who are willing to be living in shared spaces. This proposed development would be just housing students who already go to school every day within walking distance of downtown, many of which will already be housed close by due to JMU's new on-campus housing plan. The argument of boosting downtown business from this development is invalid. I also just want to remind you of the likelihood of this development being sold to JMU. Being the developer is incentivized to sell because of certain tax breaks they would qualify for, then the City will be receiving absolutely no money from taxes from this development. Keep the dorms on campus where they belong. The new plan removed all public parking proffers and will only provide 320 parking spaces for 444 bedrooms, forcing residents to overflow into public parking that is already limited, especially during the farmers' markets and church services. Not to mention the traffic that would be added to the two roads this development would be situated between that the Downtown 2040 Plan intends to reduce to one lane. If this development was proposed to go in place of the Courthouse on Court Square, would you consider that location because of any twisted attempts to argue that the Downtown 2040 Plan supports that. We have to think critically about the location of where we allow a massive, as massive of a structure as this, a four-story wall of brick, the same height as Urban Exchange and concrete wall, a story higher spanning from Main [Street] to Liberty Street at the entrance of downtown towering over our tiny pavilion park. Not to mention the historical destruction that will be caused by this development, which Downtown Harrisonburg cannot afford any more of. I will hit on, as I have in many other meetings, that there are plenty of other properties for sale already zoned for this type of development within walking distance of downtown and JMU. Some great alternatives I have mentioned prior include many buildings

downtown that can be renovated into housing and the Roses and CVS lots. Some new properties that have come onto the market since the last meeting are 625 and 635 West Market Street, which is Black's Paint and Floor Covering. It is \$1.32 million, B-2 zoning, 3.46 acres. Another property is 291 West Wolfe Street. It is where the big white Graham Packaging plastic products plant is located right when you turn onto West Market Street, it's M-1, \$2.95 million, and 5.35 acres. A proposed alternative of a Lindsey Park is the best and highest use for this property with the greatest potential to benefit all of the members of not only the Harrisonburg community, but visitors as well. The public performance space will also provide a place for many local and tour musicians who have lost a place to play in Harrisonburg due to the closure of Crayola, the Warehouse, the Golden Pony, and many other venues downtown within the last few years. And the \$6 million is not really a lot to invest in a public park for everyone to enjoy when the City is proposing to spend \$26 million just to renovate the building we are standing in. The power is in your hands to make the best decision, and it is well within your right with a multitude of valid reasoning to say no to B-1C.

Sarah Baker-McEvilly, business owner at 157 North Main Street and resident in the Northeast Neighborhood, said I have been in support of this project since the beginning. One of the things that really concerns me about tonight from the opposition especially, is that we are making a lot of assumptions on hypotheticals. Everybody is really concerned about what is maybe going to happen to this building in 10 years. If JMU is able to follow through on this completely radical project to get 60% of their students living on campus that a brand-new president submitted and supported because he is new and wants to make his mark on the University, then that is great, that is totally within his rights to do that. But this is a really large undertaking, and we are assuming that there is going to be no delays in this project and that all these students are going to immediately start living on campus and then all of the student housing in town is going to be vacant quickly, overnight. And then there is going to be no use for these housing anymore. I think it is a very, very poor decision to decline this project because you are worried about something that could happen 10 years from now when the vacancy rate in town is 2% right now, and we need housing. I also think it is worth addressing that just because they are students does not mean they do not deserve a place to live. We are having this entire conversation around a group of people who, yeah, it sucks that they leave in the middle of summer. As a business owner, I feel that stress, but when they come back in the fall, they throw their money around, and that is beneficial to me. I am not saying that the community does not support me throughout the year, but these people still participate in our economy, and we are treating them like second-class citizens who do not deserve a place to live. It is the unfortunate consequence of our economy in town that we need a certain amount of four-bedrooms to ground the economic feasibility of a project so that we can have one-bedrooms that young professionals can live in. I mean, this project has seen so many reiterations in the name of compromise that I think this is the best that we are going to get. And I am genuinely scared for what other things we are going to get brought to the table. I do not want us to be making decisions on city planning on hypotheticals that JMU is going to do this, or the hypothetical that this is only going to attract students or the hypothetical that this could be a drain on resources when I am

assuming you have not had anybody who is an expert on water use come in and look at the wells underneath the land yet. And we do not really know anything about this project because this is just an approval to continue. I think that people asking for definitives are being willfully ignorant to how planning processes actually work. I also take huge offense as a business owner for people who do not own a business downtown, coming up here and saying, this is not going to benefit the local businesses. We have seen 15 businesses close in the last two years, and it is scary. We are seeing three open in the next month, and that is really, really great. I am super happy to have these people joining our community. They are not going to succeed, and the people who are here already are not going to succeed, if we do not have more people coming in downtown because while the community grounds us and has supported our downtown, the inflation rates are insane. We cannot keep up with the expenses and how everything is rising. I cannot tell you what I am going to have to raise my prices next year because my electricity bill just almost doubled because of how much we are paying Dominion for electricity now. There are so many outside influences to cost that you just simply need more people because it is not fair to demand our community to spend more money when the influx of money that they are getting from their jobs is not keeping up at the same pace. I fail to see how the park alternative that people have brought up with almost no planning or background or input from the city is ever going to support businesses downtown. People are saying it is going to drive people, attract people for businesses. A walking area separate from most of the businesses downtown is not going to bring people to my bakery. It is probably not going to bring people to Bella Luna, which is like a block away from wherever this park is. People go to parks to spend the afternoon. They maybe have a picnic there, they are not doing it to go hit up the businesses around it. And even with the numbers of signatures against this project, I would like to point out that that's only 4% of the City of Harrisonburg. And I do really love the opposition's vocalness and how involved they have been in this project. And I think the compromise that has happened in this process has been ultimately for the better. But now we are hitting a point where nothing that is going to be compromised on is good enough for this opposition. I would like to ask you guys some questions if you are able to answer. The traffic study has kind of identified points of failure in the traffic that's happening, right? The Lindsey is supposed to be addressing that with the Paul Street bypass. If they do not do that, do you have any alternatives to fix the traffic patterns? I do not know of any alternative projects in the works to fix the traffic issues other than what The Lindsey is proposing to pay for. I do not know of any projects that are in the works to fix the parking problem. Everybody keeps talking about parking, meaning more parking garages. This is the only parking garage that has been put forward to be put downtown that I have seen in the last two years. I mean, it is directly addressing the problems that people are bringing up in opposition to the project that we have no other alternative to fix. I just do not see how not approving a project that is going to give you a solution to track problems in parking garages is not worth approving. But all that to say that as a business owner downtown, I do think this is the best way forward. I think that the compromises that have been made are incredibly generous. I am happy with the approval process that this has gone through. I think that this is great. I also am really happy with

the reduction in scale, but we cannot keep denying this project. It is what I believe downtown needs. Thank you.

Keith May said I am the broker on this property. I appreciate the position the staff has taken on this project in the past and also the Planning Commission members. The opposition seems to think that they can actually determine what will be done with this property whenever it is privately owned. It is simply not their choice. The developer now could build townhouses, and they could say nothing about it. We have already approved a similar project like this when we approved the Urban Exchange Building in 2008. The residents of that property are not unruly, they are not loud, they are not disruptive, and they are not throwing up in the elevators. And whenever we talk about the gateway into Harrisonburg, I would argue that the Urban Exchange is on Route 33. That is more of the gateway to Harrisonburg than South Main Street. I would like to talk about affordable housing because we always talk about this is not affordable housing. I would say every single unit of housing that is built, either for rent or for sale, contributes to affordable housing. The more housing we provide, the more we contribute, the more we contribute to affordable housing. Building all types of housing increases housing supply, which in the end other people move up from lower housing into the higher housing and then other people from even lower housing move into that housing. So, it all relates to affordable housing. And I would argue that this very decision could contribute more to affordable housing than any other decision that the City has made in the past 10 years. Thank you very much for your service.

Aaron Garber, Paul Street, I was not going to speak tonight, but as the small business owner stated we cannot go off what ifs. Well, what if you take a president from another college, he comes in, makes a proposal to bring students on campus. Guess what? He has done it before at his previous college. He has been doing exactly what he is proposing here at JMU. So, it is not as much of an amorphous “will this happen?” “Could this happen?” It is probably going to happen because he has done it before. This man knows what he is doing and how he is going to do it. He already has made proposals, and I would almost say it is probably going to happen with a 98, 99% probability. Now Mr. May gets up here, he speaks to affordable housing. Well, we all remember Reagan and trickledown economics. So, are we talking about trickledown affordable housing? That is a joke. We all know it. We know it from Reaganomics. We know it for this. So, Mr. May, he stands to earn big on this. Mr. Rhea does as well. That is the 900-pound gorilla in the room. You look at this room, the majority of us are against this project, and we are going to be the ones that are going to shoulder the burden if things go the way that the JMU president wants them to go. Not Mr. May or Mr. Rhea, because they are probably not going to be in town anymore. Again, I hope you oppose this. Thank you.

Bucky Berry, city resident, called in. [The call was not clear.] Mr. Berry stated his opposition to the rezoning. He asked how much the rent will be and stated this will not be affordable housing. He said the Water Street Parking deck should be rebuilt.

Chair Baugh recognized Mr. Mansfield back up for a second comment.

Mr. Mansfield said I guess from what the lady said that owns the bakery, that if 15 businesses have actually closed downtown and you have only gained three, are we doing something wrong? Might it be better to build something like a festival park, much like the Ting in Charlottesville that has been very successful in helping the downtown and is also economically self-sufficient. And also, I have a question is if you build more fours, does that mean that you are going to sell more [unintelligible]? That is regarding the affordable housing that these are not convertible. Apparently from what Mr. Rhea said in the past, that four-bedroom student housing is not easily convertible to affordable housing for workforce. And so if you have 4,000, you say it's hypothetical... well, I guess you could take that either way. Is it true or is it not true? And what are the consequences if it is true. Thank you.

At this time the Commission took a 5-minute recess.

Chair Baugh said we have completed the public hearing on item 4.d. and it is now before us for discussion and consideration. Alright, I will go first, I guess. There is a whole lot of really good thought that has gone into all of this stuff from a lot of different directions. I will spare everybody my commenting on every one of them. I have got sort of three points that jump out at me. One, is this last point that has come up. I have said this before, publicly, we know from data that people are not that good at predicting the future. So at some point, I think one of the speakers said the more the statements present certainty about this is what the future not just beckons, but will in fact occur... We are all entitled to our opinions and who knows sometimes those things are right and maybe somebody does make a right call. I think here, particularly, it is not really all that meaningful to look ahead and say, "I know what happened with this building in five, ten, 15 years" even in terms of things like internal configurations, because at least my observation has been, especially when you are at a market where housing is tight, you would be amazed at what people can do once they find that their market interests cause them to want to modify what they have or go in a different direction.

The second thing I want to say is that it surprises me a little bit, and this was discussed at the last public hearing on this... although I am not unfamiliar with there being a large group of people and I am the only one who holds the opinion that I hold. Will not be the first time that ever happened. But I think the point that I emphasized when we last considered this is that our existing planning, it calls, it is anticipated that our core downtown area would ultimately extend southward along the Route 11 corridor essentially until such time it gets met from the JMU development creeping north. At some point, that is what we envision things to be. And why would we do that? One of the reasons is that our core downtown area is in fact already our best economic engine and driver. It is surrounded. There are only so many directions you can go in it. Yes, there is some potential for some redevelopment and sort of the longstanding part of it, although that is fairly limited. There is some potential to go north, although that has already kind of a hit the northern boundary in a lot of respects. And there hopefully will be some future infill up there. And you have got this, where

you are hemmed in. There is no interest in crossing over to redevelopment in the existing residential area. I would say heaven forbid we ever consider doing that. The thing I keep coming back to, I think we would agree that generally it is good to expand our core downtown area. That is to have the kind of more urban downtown development along that Route 11 corridor is not only kind of makes sense, but it is a thing that is done. I mean, we could go other places and look at main drags that have sort of an urban feel and there are residential areas a block over. It is a thing you see in communities that are successful. And I guess what hits me going the other way is well, we are not going to do that. There is a suggestion to do R-3. R-3 is not what you would think of as an urban core downtown zoning category. I will spare the speech over why that is all R-3 because it is just old inertia. So, R-3 is probably not it.

I will touch on the park related areas and my last point. I understand why a lot of people like what is there, it is what has always been there within the memory that this is sort of a little quiet break between what is perceived as the downtown and the JMU part. And there are things to like about that as a person who lives here. But from a planning standpoint, is that something that rises to the level of something we want to preserve to the point we are saying no to urban expansion southward? That is hard for me. That just sort of feels like it does not make sense to me that the plan is wrong because it should be about maintaining some sort of quiet buffer in there. I understand why people would like that. But that just does not seem like a great planning strategy to me.

And then the other thing... as I go back to discussions that we were having about this a little over 20 years ago when we were still talking about downtown revitalization as a hopeful thing. And what we were saying when we were doing our planning? One of the things that kept coming up was that for the places where this works, what has to happen economically for your businesses... if they can pay the bills off of pedestrian traffic that comes by, and then the events that come downtown that pull in larger groups of people periodically, the parades and those things... there is your gravy. But to make it work, you need people walking by your establishment on a regular basis. And this was when this was still somewhat aspirational for us. And what we said was yes, we want to promote things to get people living downtown. And based on what we had at the time, what did we anticipate? Well, like a lot of places, the more common model than what we have had here is the older buildings redevelop. They spruce up. We have some of this, we spruce up the upper levels of things that are still commercial on the ground level and that will take care of it. We have had some of that. We have never had enough of that to really get the bodies downtown to support the downtown businesses. What happened instead, that we did not predict correctly... I try to place this conversation, and it was about 15 years ago I was speaking to JMU President Jon Alger when he was new. I was repeating the conventional wisdom of the time, which is not the conventional wisdom anymore, which is we used to say over and over as part of the discussions that if people cannot see where they are going when they park, they will not go there. And how do you factor everything in there? That was just accepted as truism and there were many examples of it. We used to talk about how at a time you had these things called shopping malls that sometimes

would have a whole lot of people? Somebody will go to the mall during the holidays and park, get the last spot furthest away from the door, but would say I tried to go to a downtown merchant, and I had to park around the corner to walk half as much distance and then say we cannot support those downtown merchants anymore because there is no parking. That was the world 15 years ago. And what changed after that? And now the truism, something that we absolutely did not anticipate, is now if I can walk 15 minutes, it is easily walkable. That is just a no brainer. I do not see it. I do not have to pull a car up to it. I can walk to it in 15 minutes. And what happened with us and our downtown businesses was not predicted. The neighborhood in the northwest quadrant there between High Street and Market Street, they walk downtown and support businesses. 15-20 years ago, we would not have predicted that would happen. I know people who live in the neighborhood on the other side of Memorial Hall who can walk downtown in 15 minutes. It is great. Good way to clear your head on a nice night after you have been downtown. I understand the impulse about the park. I am not against the park although you have two huge challenges here that nobody has talked about. One is this is private property, so you have to work out something with the private property owner. And two, maybe Councilmember Dent wants to speak to it... what is in the budget? Not sure there is any money lying around.

This has been a known thing to the City about the property and the lack of interest of the City acquiring this property has been around for a while. I do not think it is brand new, and I am not quite convinced that anything here is going to change it. But aside from that, it seems to me, and I think this is what a couple of speakers are really saying is that, we are at a point right now where the economics of the City and the downtown it is not really about creating more space to attract people to come downtown. People want to come downtown already. We have been fairly successful about that. We need more bodies who live closer to it. And the thing that has been weird about us, where we deviated from that typical model of just redevelopment of upper stories is of course, part of our history is that Urban Exchange came online at what had to be about the historically worst time it could have ever come online since the seventies. So they had to change their business model. They really were not going to rent to students. Well, guess what? There was not any way to get anybody in those in 2009 unless you were willing to rent to students. And oh, by the way, they filled up and they raised rates and got people downtown. Since it was part of a recession, it also sucked the air out of people who were looking to develop other projects downtown. So, we have had this history of these sort of bigger buildings coming in... I remain unconvinced that it is a bad idea for our core downtown to keep extending in this direction. And my sense from what I am hearing, what I hear from the business community is that they like the idea of more bodies downtown living closer to the businesses than they do trying to find another way to attract people downtown.

Commissioner Kettler said it is a good framework for discussion. I appreciate some of that context. Some of the context that I'm thinking about is at least as far back as 2011, the future Land Use [Guide] map for this area was designated the same as the rest of downtown. That is to say exactly along the lines that Chair Baugh has suggested, it should be part of downtown. And that is

reiterated again in 2018 with the Comprehensive Plan then. The Downtown 2040 Plan specifically identifies this area as one key area to be redeveloped for housing. Arguably this is ultimately a debate over the vision of what downtown should be, and ultimately it is kind of along the same lines as it was in that discussion 15 years ago. Because a lot of it is, are we building for people? Or are we building for cars? That is an important distinction because if we are building for people, if we are building for foot traffic, that activates downtown in a way that absolutely nothing else will. We have had lots of business closures recently, apparently 15 in the last two years. The few that I know about and went to plenty were Mashita, Golden Pony, Friendly Fermenter, and Joshua Wilton House. And when I think about that and I think about those plans, I think they reflect a common vision. Downtown is better when it has more people, when it has a stronger economic engine, when there is more people driving it. And density is something we talk about here sometimes as a virtue. And nowhere is that more true than downtown. Downtown is the living, breathing heart of our City, and it is what needs that engine more than anything. It is not a new idea. The fact that you need people for a city to exist. I mean, that has been true since time immemorial. But what I think some of the anxiety from folks opposed to it have noted is concerns about parking and concerns about traffic. If your view of new development is that it means more cars, more cars means a flying hunk of metal that is repeatedly going by your house and making things less safe. That is the vision of it. But there is one way and one way only to reduce traffic-viable alternatives to driving. When you have housing that is close to other places, housing that is close to JMU, housing that's close to downtown, where you can walk to other businesses, that is the only way you get rid of traffic by providing meaningful alternatives. Fifteen minutes is good, five minutes is better. We need a lot of that kind of housing. We needed a lot of that kind of housing. That is reflected in our housing study and several other documents. And you know, the attitude that we have with that, it, it cannot just be, I support housing but not here. I support housing, but not now. I support housing, but not for students. I support housing, but not in my backyard. It has to be, I support housing. That's the only way we get out of a housing crunch by actually allowing that housing to exist in a way that creates a community that you don't just drive past, but one that you are a part of, by one that you can walk down the street that the easiest thing to do is to walk down the street and see your neighbors and to walk to the local store and to make that a reality for more people.

Commissioner Seitz said the reconsideration of this has been an exercise of being careful what you wish for. I think that there were statements made when we considered this before that people were saying, in principle we understand the need for housing and, and some people, not everybody said this is a good place for it, but I wish it was not six stories. Credit to the developer for coming back. I supported it, I voted for it in its last iteration. And, and I did so not because it was a perfect project, but I thought that there was enough general benefits to the City, some of which had been discussed up here. Some of that was a worthwhile trade off to accept the engine of housing to be marketed to students relative to the other benefits; the extra parking spaces dedicated to the City, the greater dollar proffers. But in reducing scale, the developers have taken a lot of that away. I agree with the assessment that this is a housing development targeting undergraduate student

residents. There have been comments made by people about the benefits of that relative to the benefits of other people occupying that building. Also, I voted against the Peach Grove and Port Road development and made the statement in that meeting, "I do not think Harrisonburg needs more student housing." That is kind of a blanket statement. I have nothing against students being accommodated in off-campus housing. But the situation we have found ourselves in is that whether it is development, whether it is up zoning of places like this property, right now, the only free market economic engine that will build new housing is housing oriented towards students. So, as I have thought about all the pros and cons of this, I come back to this core issue. And my audience for what I am about to say is not the developers, it is not the residents of Harrisonburg, it is my fellow appointed officials that I serve with that are serving other parts of the City. It is to our elected officials. *t is to our city staff. The will to create the conditions to develop the type of housing other than student housing requires more than just leaving it to the free market. I am going to oppose this project more symbolically because I am asking all of us that are involved in leadership and I am asking citizens, everybody who is glad to say no, to come out when we do the Comprehensive Plan, to come out to do other things and get involved in solving the problem. Because we are not going to get to what we all up here are advocating for simply by saying no to projects. We are going to have to get involved. And, you know, it is incredibly complex. I think, first and foremost, we have to start with good planning that includes inclusive public input, skilled leadership towards consensus building, and a community-wide willingness to understand we do not get anywhere unless we compromise. I think we have to understand - this is not why this graphic was generated (holding up a graphic provided by Mr. Larsson) - but I had the thought in going through this material that Harrisonburg is a small enough place that everywhere in Harrisonburg is my backyard. So, to say I know we need housing, but put it over here on somebody's land that neither we nor the City control is not constructive in terms of getting this to where we do. You do it by engaging in the messy, dirty, drawn out, inefficient process of legislative endeavor, beginning with comprehensive plans, zoning ordinances, petitioning City Council, electing City Council officials that are willing to get out in front of these issues. It is going to require that we wrestle with that we are not simply reactive in terms of utilities, transportation, general infrastructure, and so on. We were proactive in terms of building a second school. But if I considered transportation a critical issue for vetoing things, I am not sure there is anything in Harrisonburg that I could vote for. I voted against the project out on Betts Road because I understand the severity of that situation. I also voted for the project on South Main Street where people have a legitimate concern about the traffic situation there. But again, where does the will come to make the public investment in improving traffic infrastructure? In utility infrastructure? In considering do we have enough water? Mr. Alexander, you referenced city governance that had the foresight to look ahead and plan. Where is that foresight now? Where is that political will now? Because we need the growth. And I also want to say I still think high density housing and mixed use is the highest and best use, hopefully designed in a way that it makes a gateway that makes us proud as Harrisonburg residents. And also in a way that honors the decade-long efforts of people to actually build a park and who have done the heavy lifting and the legwork of building consensus,

of raising money, of coming to a legal agreement with the City. I think this proposal of an alternative use, again, falls back to this thing of, here is a great idea that proposition somebody else's land and the government should pay for it without doing the heavy lifting of true economic pro forma. Candidly just honoring the efforts of people that have been involved in this, in efforts going back to 2007. I wish that this was a different type of housing. I think the changes that have been made architecturally have made it better. But I at some point, as a citizen, as somebody that is part of hopefully being somebody with some foresight on behalf of the City, at some point we have to start drawing a line in the sand and saying, we have got to do the hard work because if we do not, it is just going to be the same thing over and over again. Thank you.

Vice-Chair Porter said I absolutely 100% agree with everything that this gentleman [Commissioner Seitz] just said. I think that this is a bigger issue that is structural in nature. One thing about having something like this come before us three times is I have had a lot of time to think about this. Sometimes projects come before us, I give it some thought the week of. Sometimes I may lie there at night after we have had a discussion about it, and I think about whether I did the right thing or whether I voted the right way. Did I give it the right thought? This, I have had some time to really contemplate, and I have heard commentary from friends and neighbors and folks that have come here on three separate occasions. I have heard a lot of very salient points on both sides of the issue. I think, for me, this comes down to a clear understanding of how difficult it is to build in a community. Also, how broken our system truly is. With all due respect to our developers in this particular case, you know, the market is in a position right now that what is being brought to our community is exactly this type of building. We are looking at being able to effectively service a student population where we know that there is a revenue stream that is predictable and we are adjusting and building to meet that revenue stream. I guess on some levels, I cannot blame a developer for coming in here and choosing to do that, but the reality is that the market and market forces are not bringing us the type of houses that we need in this community. That is not to say that student housing is not important or that there that if you are opposed to student housing in this location or to this degree or in this configuration, you are opposed to students. I do not view that that way. I think that my long-standing opposition to four-bedroom configurations has a lot to do with the community that it creates. And then what happens when that housing is no longer desirable for students? We have watched students migrate around our community and those units do not fall back into our housing stock as well as they could have. I have seen some pretty deplorable circumstances during my time in homeless services where individuals are shoehorned into these four-bedroom units that really need permanent supportive housing because it is affordable or at least more affordable. The fact is, is that we have a misfit between the housing stock in our community and our needs. And the market is bringing us things that are economically viable. Only if you put 75% of it in four-bedroom student units, nobody is bringing us housing that says this is your workforce housing solution. I struggle with this because I do believe that Mr. May's point about more units drives affordability. I would agree with that up to a point. I think that there is some efficacy to that. But the types of units that we are bringing in and how easily those can convert to affordable housing is where I have the difference of opinion. I do not believe that these

units fall into our housing stock in a very effective way. And for someone to have to come in and put additional cost into renovating these units or retrofitting these units, ultimately that cost is going to be passed on to the consumer like almost everything is. We do not end up with affordable housing. I believe very much, as Mr. Seitz does, that we have to look at really thoughtful, informed reform of how we do housing. And it goes much beyond this development.

I am disappointed that this facility will not allow for someone to come in and use a voucher because it will most likely be over the FMRs [fair market rates]. I am, again, be careful what you wish for. I think that I was a bigger fan of this project when there were more units in it. The fact is that we had to do that, or this was done to accommodate the community's desire to have a lower profile. But from just a sheer housing perspective, this might have been a better project before all the changes. I am still concerned about the fact that the percentage of units in this building that are four-bedroom units is going to actually create increases. I think it makes this building less viable for the long term. And to the point that was made about whether we can predict the future, we certainly cannot. I am not sure where this university and its housing is going to go. But what I can tell you is that I know that our present state does not allow for people who work in this community, that work at JMU, that work in downtown, that they are able to afford to live in this community based on the direction that we are headed. And every project that comes forward is focused on trying to be able to maximize a revenue stream. And maybe this is a bigger commentary on how we do housing in America, but the fact is that affordability is very rarely the primary concern. Will we look at housing? It is about "can we build it?" and "can we build it profitably?" And it is always more, more, more. Unfortunately, these are the type of products that we are going to continue to get. I do think that we, as a community, need to do a better job of curating and planning around this type of housing. I struggle with this layout. I will continue to have problems with the way the four-bedroom units are laid out, and I have seen the impacts that they have had, and I cannot support it. I will tell you that a lot of the issues here that this developer faced, they have accommodated. They have made significant concessions. I have been extremely impressed with the fact that they have been able to continue to engage. And I do believe that the statement that it does not matter what is going to get built here if it is this size and tenor, some folks are never going to support it, whether it was six stories or four stories or three stories. I do believe that. But there are also legitimate concerns that the community has about traffic. What the burden on the developer to address that is, that line is in my opinion, partially on the City. I have concerns for the folks on Paul Street in terms of traffic flowing back up that street. I think it is a legitimate concern. If this expansion goes through Paul Street, I would like to see it be one way, flow out of the neighborhood, come across the building, do not flow back into Paul Street. I do think students are going to use this as an avenue to get to the other side of campus. If I lived in that neighborhood, I think it is a reasonable concern. But at the end of the day, the [unintelligible] arrow did not change for me on this. I changed my vote for this. I voted for this, and then I voted against it. The things that made me vote against it are still very much in place. So, I have a hard time changing my vote or even endorsing the project as currently configured.

With that being said, these developers have done a fine job of trying to meet what this community is asking it to do, not in the area that I would have voted for, which is affordability. And again, we have affordability arguments that are based on bigger macro discussions as opposed to what this building actually does to contribute to affordability. Affordability ultimately is somebody else's problem. I am telling you that I am of the opinion that we as a community are going to have to start to address this affordability issue and take some responsibility for it in terms of the type of housing that we are attracting and incentivizing to come to our community. But we are going to have something less than a community that we currently have.

Commissioner Jezior said I wanted to thank the members of the public that did reach out to talk. Sorry I did not get to accommodate everyone that did. And the developers as well, I am very impressed with the changes that were made to the look of the building. I mirror a lot of my Commissioner's viewpoints here. I voted for this project in the past, specifically because of the mix of family units, young professional units and student housing that was meant to be accommodated here. My main issue with the way this is being presented now is with the change in proffers. We are switching to three quarters of the building being four-bedroom and really just accommodating students. And like the other members here said, be careful what you wish for. Because of those changes, I do not think I will be able to support this anymore. I think everyone else has said what I have been thinking too, so I do not need to reiterate.

Councilmember Dent said I liked it the first round. I liked it more the second round, and I liked it even better the third. We need housing, and we need to continue revitalizing our downtown and the prejudice against student housing is unfortunate for a university town. The idea of having students walkable to campus and to downtown where many of them will work, as well as, supporting the downtown businesses. I have said all along, Harrisonburg is a city. We need to grow inward and, to some degree, upward or we keep losing all the people and the revenues to the County, which is exactly what has been going on for years. I will still support it enthusiastically. I am a little disappointed to lose some of the units, but I understand the accommodations to the community pressure for a smaller scale and even I can admit that it fits more comfortably within the community and having a smaller parking deck so that looking out of City [Hall] you don't see quite as huge a thing. I still like it. I understand the dilemmas about student housing. I think that is more what will more appropriately address in the ongoing zoning ordinance updates. So that is where we can get involved. That, and the comprehensive plan when that comes around. So yes, I support it.

Commissioner Kettler said Commissioner Seitz, you were saying a lot of the things that I was thinking, but did not say in my initial remarks. So, I just want to touch on that briefly. This is, in my opinion, measurably worse project in almost every way compared to four months ago. Given the issues that three the Commissioners noted, it is a substantial reduction in all of the non-four-bedroom units and that makes it a project that is considerably less of what we need. I have spoken less about the difficulties with student housing with this, primarily because of its proximity to JMU in a way that is not true for almost any other development. Part of the reason I am not taking the

developer to task about it is because it seems clear that that is the only path forward. That will not engender enough resistance to stop the project. Coming in tonight, I did not know whether I was going to vote yay or nay. Ultimately, I am going to vote yay for the reasons I discussed earlier, but I completely understand where you all are coming from. Fundamentally, the idea that we are discouraging more and more housing and this is back and forth the third time. It is discouraging. We have dodged a serious opportunity here. Another way that is less obvious, but the parking spaces that were previously proffered for municipal use could have been a useful part of solving the jigsaw puzzle of south downtown parking because we have the area north of the Turner Pavilion, which in the long term may still be viable as part of the downtown park. And part of the reason that did not work is there was not enough parking for city employees. Looking at the Water Street parking deck, that is, eventually, going to have to be redeveloped. In the meantime, we will need additional south downtown parking. That could have been a useful part of solving that problem. Now it is gone. I stand by my vote where I said previously, but I just wanted to recognize that I understand those concerns.

Commissioner Seitz said I would like to address Councilwoman Dent's comment about prejudice against student housing. I am not prejudiced against student housing. My family and my business have benefited tremendously from the presence of JMU, and I am proud that JMU is part of our town. I think the difference is that approving student housing and using the rationales that we do distracts us from the harder work of really getting the housing that we need. Maybe it is splitting hairs, but I feel like I want it in the record that it is not a prejudice against student housing. It is that I think it is a distraction from doing the hard work that we need to do to get the type of housing we really need.

Vice-Chair Porter said I think that this has also uncovered some inadequacies in terms of how our city has managed its business here in the last 15, 20 years. The fact that we still do not have a housing trust fund in this community, despite the significant need for it, is a problem. And again, I will continue to push our elected officials and anyone that will listen on the importance of having that. The proffers that are being presented this evening, I am not entirely sure I fully understand the consultant's view on what is proportionate and what have you, but I do feel like that larger proffers for offsetting affordability, if they did want to make these units affordable, could have been something that could have been negotiated and that funding could have come into a fund that could have received a proffer as opposed to whatever convoluted process of a line item that this is going to end up being, if this moves forward in this manner. It is a problem, it is an injustice. We as a community are in a crisis as it relates to housing. And the fact that we do not have a housing trust fund and cannot receive proffers that would allow us to be able to build the type of housing that we truly need in the community, also even maybe foster some home ownership in our community, which is also a huge problem in terms of the mix of housing that we have in our community right now is a structural issue. We have traffic problems, we have significant infrastructure issues, we have difficulty being able to build in this community because it is hard to

build in this community. And I understand the frustration of the developer getting into this process. I question if I was in their position, how comfortable I would be having to go through all of these meetings and all this process. It is difficult to build, but at the same time we have got to create a city that is going to not only accommodate this discussion, but also drive this discussion with some sort of vision. What should this community look like in 10 years? I think we are blind right now. I think we are literally reacting. The market is just bringing us whatever will be economically viable without putting us in a position of being able to say what best serves our community. So, I think this is part of the larger discussion that Commissioner Seitz has brought up. We as a community have to make some very serious decisions about what Harrisonburg looks like in the next 10 to 15 years. And affordability is going to have to be a key issue. And again, this is not just a Harrisonburg problem, this is a national issue. This is an issue that we as a nation have to think about who deserves housing, what should it cost, how much of their income should have to go to be able to put a roof over their heads. And the fact is that our systems are set up in such a way to make building more expensive and more difficult. It also puts us in a situation where the only things that can be built economically or these sorts of things that require pro forma, that have 77% of the bedrooms to be four-bedroom units because that is where we can get the maximum return. I think that, unfortunately, that is the reality that we are facing and will continue to face until we start doing some proactive thinking about what the City should look like.

Chair Baugh said I have a couple of thoughts. One, Councilmember Dent, I disagree with you on, on the point that yeah, I like the second iteration better than I like the third iteration. That is the only thing I think I disagree with you on about this. There is a part of me that ... this just seems odd that for all of the comments and input that was out there, and I know we received all of it, that was talking about how the essential issue with this was the scope and the scale and how big it is. And again, I was certainly in the group that supported it in that version. Essentially that is all this is, it is scaled back from what we saw before. And, somehow, the applicant is now in a worse position for having scaled it back. I am really having trouble getting my brain around that. I note that when we voted against the Peach Grove proposal, one of the things I pointed out was that, as almost all communities in this country are wrestling with these same questions right now, that one of the things that many, if not most, localities have found on their list of things that they needed to correct, was something that we had not particularly had. When they looked at the list of all of the proposed projects that they voted down for one reason or another - it was not in the right place, these people did not like it, it is not forward looking enough. Those communities have come to realize that they would not be in some of the spots that they are in now if they had said yes to some of these things. We had not been that jurisdiction. So now we voted down Peach Grove. We voted down Betts Road; I was not here for that, and I would have had to recuse myself if I was. And now we have got apparently waning support for this. Meanwhile, the unchallenged figures going out, we still have a, what, 2% occupancy rate? As somebody who over the years has at times made these arguments about, if we really want to see what we have in the future, maybe you have to say no to some things to do this. I have found remarkable unwillingness of people to go along with

that at a time when we seem to have a decent housing stock. But now, that we clearly do not have decent housing stock, we are “now is the time that we raise the bar and need to make the point about, you have to be willing to say no to this stuff.” Which is, you know, sort of generally true. I have also said my continued support for this plays into two other things that are just me and maybe I may be all by myself or part of a small minority. One of the things I have consistently opposed, and expect I will continue to oppose, is while I can agree that perhaps leadership in the City could have done more to have gotten us further along the line with this, it always bothers me, will continue to bother me, to think about voting against a proposal, largely driven by arguments about it not addressing affordable housing sufficiently, when we have not set any guidelines for that. And so the development community then bears the brunt of that. What do you have to do to get these things? Well, gee, we do not know what, you just know that there are people who are going to talk about affordable housing. If they are not satisfied, how do you satisfy them? Oh, we nobody has come up with that. It is certainly appropriate for this body to be involved in that discussion and consider making recommendations, but we are not the ones that ultimately decide those things. That circles back a little bit to my point of how in the world did this thing get smaller and smaller in response to input, and now it is a worse idea? That feels a little odd. And again, this is just me personally. I probably have, but I cannot think of one. Of all the votes I have taken on things, I just have a hard time with arguments, I am not talking about anybody else just talking about me, that at some point in my mind where I feel like I am being asked to let the perfect be the enemy of the good, I cannot think of a time when I ever voted that way. I probably have. I would not say I am an absolutist on that. I absolutely believe there are times to take a stand. But I say, this checks more good boxes than bad boxes, but I am going to vote no on it to make a larger point. The world is awfully speculative when you get there. We do not know what is going to happen tomorrow. It is just a few years from now. And as I said this checks off more good boxes than bad boxes. In my mind, the best arguments to vote against it are these arguments that are about “somehow we need to hold up for something better or need to be working for something better or we need to get our act together.” Meanwhile we have a 2% [vacancy] rate and we are now potentially on the third project here where, nope, wrong place, wrong time, did not check enough. I know we need more housing, but not this one in this place. This is a place that, there are a lot of places that things about this where we are in uncharted waters. One of the places that I am seeing that we are uncharted waters is the extent that we are now suddenly voting against stuff at a time when, first and foremost we, we know we need more housing.

Commissioner Jezior said my change in vote on this now is because of that percentage difference here. It is not anti-student. *t is that if you have 77% units filled with students versus a closer to 50-50 split, that building is going to have a much different feel. It is going to be much more of a dorm than a community focused building bringing students and bringing young professionals and families that need the two- and three-bedroom units in. That is going to change the way that the students respond and live in that building when they see kids and other people that are not students in the building.

Chair Baugh said I do not disagree with that. All I said is that is a good succinct way of saying why I like the second version a lot better than the third version. I just end up on another part of the scale from you, which is fine. I am trying to say well, good thing this developer listened to all the community input and all the small “d” democratic stuff that was going on, telling them you have to make this smaller. Well, if you make it smaller that is what you have. Anybody want to make a motion, or do we want to keep talking?

Commissioner Kettler said I agree with your logic.

Vice-Chair Porter said the irony is not lost on me, in terms of the direction that this went. I think a lot of the folks that are in opposition had one point specifically about the size of this. Despite being the only Commissioner that voted against the last time it came before us, that was not my primary driver. Maybe my vote is a protest vote that is probably rooted in something that is much bigger than just this project. And the fact that we are making a recommendation as opposed to deciding the actual outcome of this project gives me some latitude to do so. I just think that this is simply a symptom of a much larger issue that I think is solvable, but it is something that we have to start really working on. I think you could be pro student and not support this configuration at the same time. And I think that the reality is that the density was never a concern for me. It was more about why do these units have to be \$2,000 for a one-bedroom? Why do we have to have the majority of the units be four-bedroom units that will maximize the return? The premise of what I am trying to say here is probably rooted in something that a lot of folks will not appreciate, which is that sometimes for the good of the community, I would like to see somebody take less. Or do something and say I am going to go ahead and offer up 5% of our units. You can accept a Section 8 voucher. That sort of thinking is not probably good business. But I do believe that that eventually doing good is good business. And I think that we will eventually find, hopefully somebody in this marketplace that will come forward and help us try to solve our housing problems. And we as a community need to incentivize that in terms of our development. We as a community need to do a better job of attracting the type of housing that we want. Work more closely and inclusively with developers that come to this community to build that type of housing and make it as affordable and as easy for them to be able to do so as possible. I still think that there are huge barriers that affect affordability, that are systemic issues that are not necessarily germane to this specific case. But it does speak to the larger issue and why I am concerned about the fact that there is no affordability here.

Commissioner Kettler made a motion to recommend approval of the rezoning.

Councilmember Dent seconded the motion.

Chair Baugh called for a roll call vote.

Commissioner Jezior	No
Commissioner Kettler	Aye
Vice-Chair Porter	No
Commissioner Seitz	No
Councilmember Dent	Aye
Chair Baugh	Aye

The motion to recommend approval of the rezoning failed with a split vote (3-3). The request will move forward to City Council on August 25, 2026.

Table 1. Comparison of Proffered Number of Units and Bedrooms

	August 2025		April 2026		July 2026	
	Units	Bedrooms	Units	Bedrooms	Units	Bedrooms
Total Units and Bedrooms	Proffered a maximum of 265 units	Did not proffer a maximum number of bedrooms	Proffered a maximum of 250 units	Proffered a maximum of 555 bedrooms	Proffered a maximum of 180 units	Proffered a maximum of 440 bedrooms
1-bedroom or Studio	Proffered a minimum of 25% of dwelling units will be 1-bedroom (This is equal to 67 units of 265 units)	Equal to 67 bedrooms	Proffered a minimum of 110 1-bedroom units	Equal to 110 bedrooms (This is 20% of the maximum 555 bedrooms proffered)	Proffered a minimum of 72, 1-bedroom units	Equal to 72 bedrooms (This is 16% of the maximum 440 bedrooms proffered)
4-bedroom	Proffered a maximum of 40% dwelling units will be 4-bedroom (This is equal to 106 units of 265 units)	Equal to 424 bedrooms	Proffered a maximum of 85, 4-bedroom units	Equal to 340 bedrooms (This is 61% of the maximum 555 bedrooms proffered)	Proffered a minimum of 85, 4-bedroom units	Equal to 340 bedrooms (This is 77% of the maximum 440 bedrooms proffered)
2- & 3-bedroom	If the proffered minimum 1-bedroom/studio and maximum 4-bedroom units are constructed, then 35% would be 2- or 3-bedrooms (This is equal to 92 units of 265)	Equal to 184 to 276 bedrooms	If the proffered minimum 1- bedroom /studio and maximum 4-bedroom units are constructed, then 22-35 units could be 2- or 3-bedrooms	If the proffered minimum 1-bedroom /studio and maximum 4-bedroom units are constructed, then 105 bedrooms could be within 2- and 3-bedroom units (This is 19% of the maximum 555 bedrooms proffered)	If the proffered minimum 1- bedroom/studio and maximum 4-bedroom units are constructed, then 9 to 14 units could be 2- or 3-bedrooms	If the proffered minimum 1- bedroom /studio and maximum 4-bedroom units are constructed, then 28 bedrooms could be within 2- or 3-bedroom units (This is 6% of the maximum 440 bedrooms proffered)

CITY OF HARRISONBURG

Rezoning
(R-3 to B-1C)

435, 445, 457, 473, 483 &
495 South Main Street and
282, 288, 294 & 298

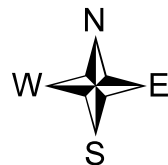
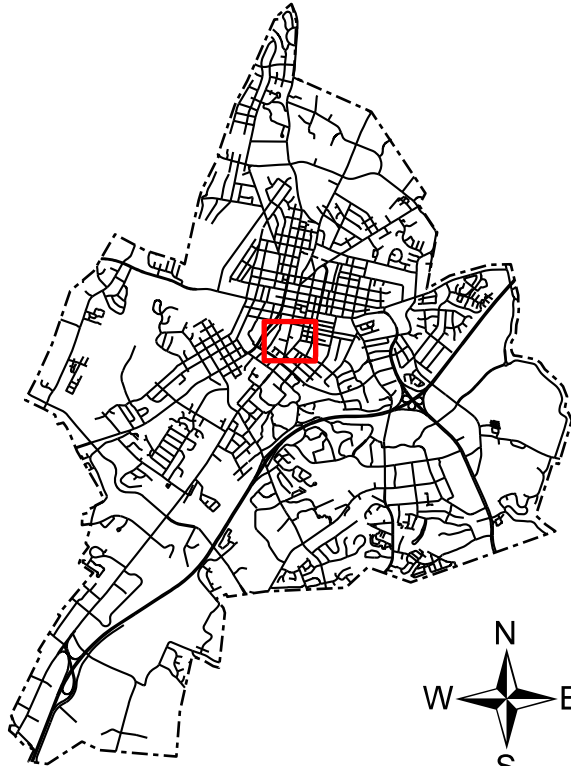
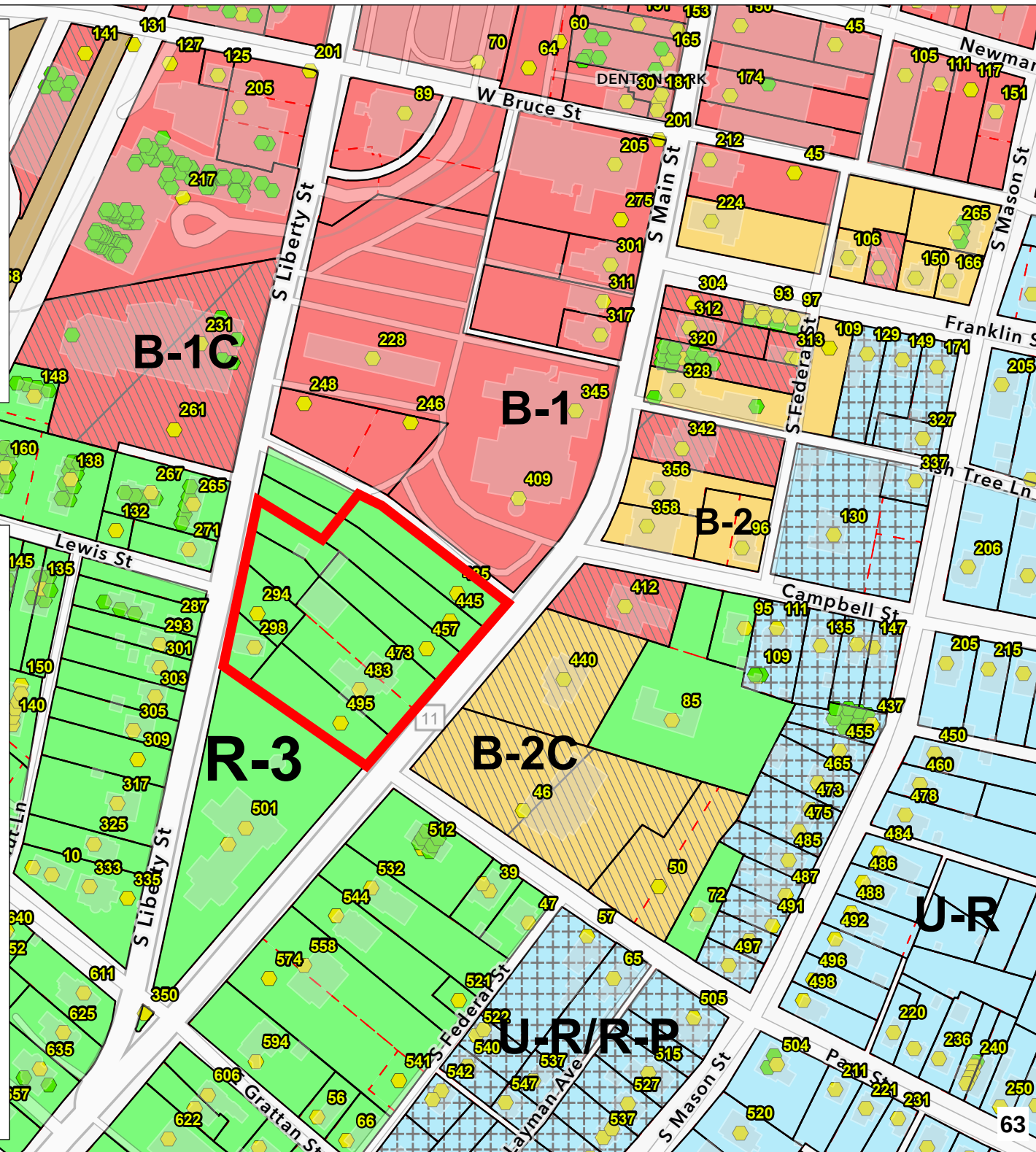
South Liberty St

Tax Map Parcels:

25-J-2, 3, 4, 5, 6, 7,
15, 16, 17 and 18

+/- 2.75-acres

ZONING



CITY OF HARRISONBURG

Rezoning
(R-3 to B-1C)

435, 445, 457, 473, 483 &
495 South Main Street and
282, 288, 294 & 298

South Liberty St

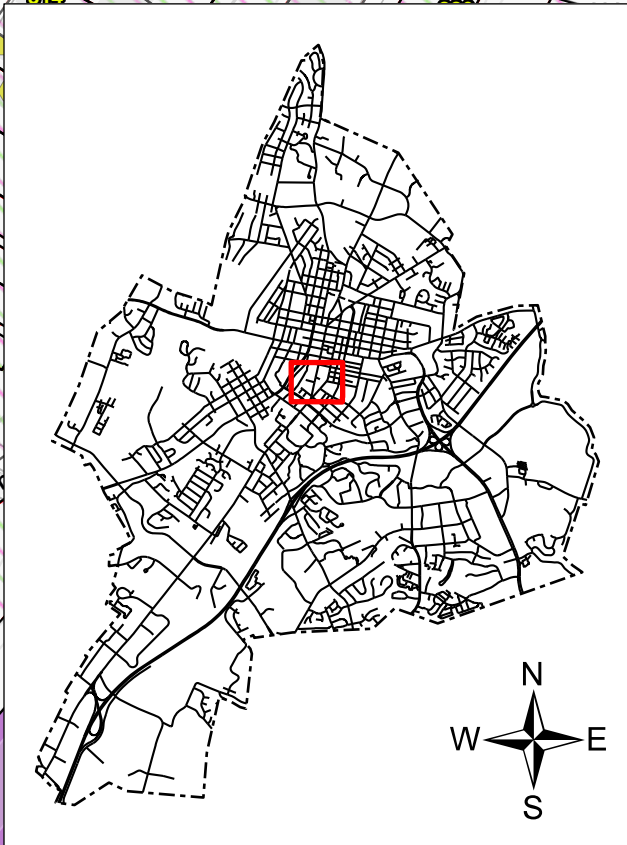
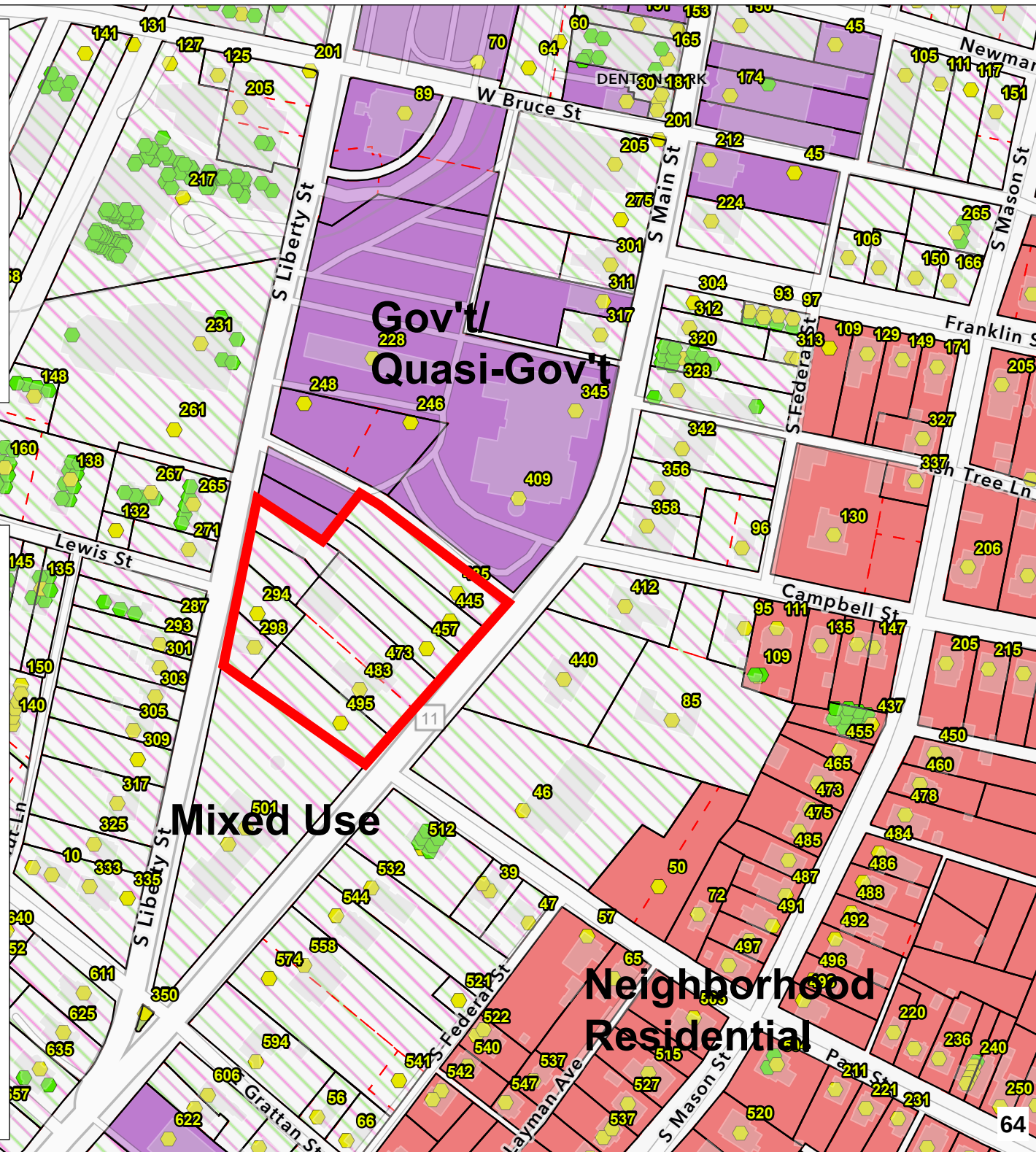
Tax Map Parcels:

25-J-2, 3, 4, 5, 6, 7,

15, 16, 17 and 18

+/- 2.75-acres

(FUTURE) LAND USE GUIDE



CITY OF HARRISONBURG

Rezoning
(R-3 to B-1C)

435, 445, 457, 473, 483 &
495 South Main Street and
282, 288, 294 & 298

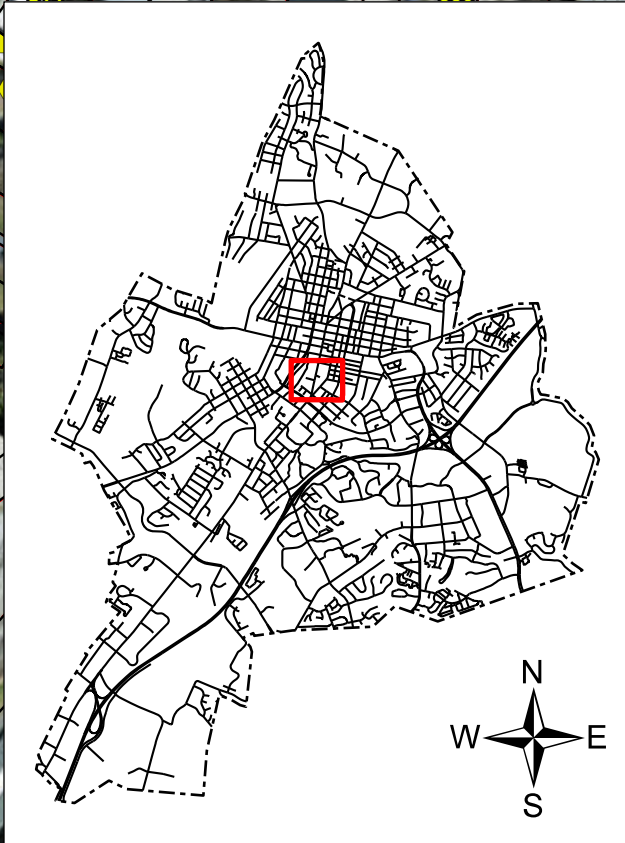
South Liberty St

Tax Map Parcels:

25-J-2, 3, 4, 5, 6, 7,

15, 16, 17 and 18

+/- 2.75-acres



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AMY L. RUSH, C.P.A.
NOT AN ATTORNEY

June 26, 2026

City of Harrisonburg
Community Development
Attn: Adam Fletcher, Director
409 South Main St.
Harrisonburg, VA 22801

Re: Change of Zoning District (Rezoning) Application
City Tax Map Parcels: 025 J 2, 3, 4, 5, 6, 7, 15, 16, 17, 18
Owners: Bernard, LC and Trenton, Inc.
Developer: TCP Link Harrisonburg, LLC
Project Address: 473 S. Main Street, Harrisonburg, VA 22801

Dear Mr. Fletcher,

On behalf of the property Owners and Developer (referred to jointly herein as "Applicant"), this updated Zoning Justification Letter will supplement the previously filed letter dated March 2, 2026, which was submitted along with a Change of Zoning District ("Rezoning") Application, Proffer Statement, survey, Concept Plan, and application fee. The Applicant seeks a Rezoning from R-3 (Medium Density Residential District) to B-1C (Central Business District with proffered conditions) to allow for the development of a primarily residential mixed-use project with structured parking on the approximately 2.75 acre site comprised of ten tax parcels located at 473 S. Main Street, Harrisonburg, VA 22801, bearing City Tax Map numbers 025 J 2, 3, 4, 5, 6, 7, 15, 16, 17, 18 ("Subject Property").

This supplement to the Zoning Justification Letter will highlight several important revisions to the Proffer Statement submitted in connection with the rezoning application in response to community and citizen feedback on the Project. In the interest of brevity, unless modified by this supplemental Zoning Justification Letter and related updated exhibits and filings, the detailed zoning justifications contained in the March 2, 2026 Letter remain valid as basis for the requested rezoning. City Staff, officials and the public are invited to review the March 2nd letter for that detailed discussion.

The Project, which was formerly know as “The Link” has been renamed by the Applicant and shall now be known as “The Lindsey”. While not a substantive change to the Project profile, given the significant changes to the Project outlined below, and given the family connection to the Subject Property over generations of Lindsey family ownership, the Applicant believes that connecting the Project with the Lindsey family name is valuable for community context and the Lindsey family.

The Revised Proffer Statement and Exhibits submitted along with this supplemental Zoning Justification Letter are summarized as follows:

1. The primary residential building structure has been reduced from six (6) floors to four (4) floors of residential units with a maximum building and parking garage height of 52’ for all buildings on the Subject Property with an additional 3’ for equipment and architectural features above the roof level with appropriate screening. The parking garage has reduced from seven (7) parking levels to five (5) parking levels. Updated Proffer exhibits have been filed showing the reduced height Project from several vantage points. These maximum height revisions bring the building scale into alignment with the height of the new City Hall building adjacent to the Subject Property.
2. Maximum unit count has been reduced to 180 residential units and maximum number of bedrooms has been reduced to 440.
3. The unit mix has been revised to accommodate for reducing building height by two stories, but without increasing the maximum number of 4-bedroom units.
4. Proffered commercial space at the corner of Paul and Main has been retained to activate that streetscape.
5. The previously proffered Parking MOU for up to 65 public/civic parking spaces has been withdrawn and removed from the Proffers. This allows the Project to maintain adequate parking ratios for resident parking in order to minimize parking impacts to surrounding properties and streets.
6. All impact cash proffers have been retained at a level generally proportionate to the number of units and bedrooms proffered for the Project reflecting a consistent commitment to addressing these impact areas reflective of the smaller Project size.
7. The Paul Street extension, sidewalk improvements, landscaping, garage façade screening and streetscaping proffers have all been maintained as consistent with prior Proffers submitted for the Project.

The Applicant reiterates the positive impact of the Project in the following key land use and downtown design elements detailed in the March 2, 2026 Zoning Justification Letter under the categories of Transportation Improvements, Fiscal Benefits, Community Cohesion, Open Space Synergy and Affordable Housing. The Parking Solutions section is modified for the withdrawal of the Parking MOU Proffer but retains Proffers relating to a parking impacts cash proffer, EV charging stations, ample covered bike storage and on-site management to address any parking conflicts or impacts on a real-time basis.

This Rezoning continues to represent a significant opportunity to transform an underutilized property into a valuable community asset that aligns with the City's long-term planning goals. The project will create jobs during construction and operation phases, significantly increase Downtown housing supply, tie the JMU and downtown communities together visually to enhance Downtown economic activity, and generate substantial tax revenue that will benefit the City for decades to come. The Rezoning request to B-1C aligns with any logical extension of the existing B-1 District filling the full width between Main and Liberty Streets in the downtown core. The Land Use justifications for approving the requested rezoning remain compelling and in alignment with existing City Plans and as evidenced by consistent City Planning Staff and Planning Commission recommendations for approval of the Project.

Finally, the Applicant has continued to make significant and meaningful responses to community priorities and concerns regarding Project raised during the extensive entitlement process as reflected in the revised Proffer Statement for the Project, and most significantly the materially reduced building and garage heights.

Thank you for your assistance and cooperation. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Todd C. Rhea', with a stylized, flowing script.

Todd C. Rhea

REZONING REQUEST PROFFER STATEMENT, AS
(Conditions for this Rezoning Request)

Applicant/Developer:
TCP Link Harrisonburg LLC
2400 Liberty Street, Suite 300
Harrisonburg, VA 22801

Owners:
Bernard, LC
Tax Map Parcel: 025 J 3 & 4
0.69 acres
473 S. Main Street
Harrisonburg, VA 22801

Trenton, Inc.
Tax Map Parcels: 025 J 2, 5, 6, 7, 15, 16, 17, 18
2.01 acres
473 S. Main Street
Harrisonburg, VA 22801

Total Acreage: 2.75 +/-

Dated: June 4, 2025; Revised July 1, 2025; Revised February 10, 2026; Revised March 2, 2026;
Revised March 4, 2026; Revised March 25, 2026; Revised June 26, 2026

TO THE MEMBERS OF THE COUNCIL OF THE CITY OF HARRISONBURG

Property Information

The Applicant (also referred to herein as “Developer”) and the Owners of the above-described parcels, containing approximately 2.75 acres +/- of land (the “Property”), have petitioned the City of Harrisonburg, Virginia (the “Council”) for a Change of Zoning District (“Rezoning”) from R-3 (Medium Density Residential District) to B-1C (Central Business District with proffered conditions) to allow for the development of a primarily residential mixed-use project (“Project”) as shown on the Concept Plan prepared by Monteverde Engineering dated June 1, 2026 (“Concept Plan” or “CP”) which depicts the Property delineated in the Rezoning application filed with the City.

Proffers

In furtherance of the requested Rezoning, the Applicant and Owners hereby proffer that in the event the Council approves the Rezoning of the Property from R-3 (Medium Density Residential District) to B-1C (Central Business District with proffered conditions), then the development on the Property shall be done in conformity with the terms and conditions as set forth herein, except to the extent that such terms and conditions may be subsequently amended or revised

by the Applicant and Owners and such be approved by the Council in accordance with Virginia law. These Proffers shall be binding upon Applicant, Owners, and their legal successors or assigns and shall run with the Property. The Applicant and Owners hereby agree that the proposed Rezoning itself gives rise to the need for these Proffers, that the Proffers have a reasonable relation to the proposed Rezoning, and that all conditions are in substantial conformity with the City's Comprehensive Plan. This Proffer Statement shall supersede and replace in full any previously filed Proffer Statement(s) for the Property in connection with the Application.

The Applicant and Owner hereby voluntarily proffer that, if the Council acts to rezone the Property as requested, the Applicant and Owners shall develop the Property in general accord with the following proffers pursuant to Sections 15.2-2303 and 15.2-2303.4, et al., of the Code of Virginia, 1950 as amended, and pursuant to Section 10-3-123, et al., of the City Of Harrisonburg Code of Ordinances, the Applicant and the Owners, or their successors and assigns, will provide the following:

I. Development Standards:

a. The development of the Property in terms of primary building structure location, parking garage location, and public street access points shall be in substantial conformance with the Concept Plan. The Concept Plan may be modified during site plan review as needed to meet applicable local, state, and federal requirements and otherwise deemed necessary/beneficial during the Comprehensive Engineered Site Plan ("Site Plan") approval process with approval by the Department of Community Development.

b. The maximum number of residential dwelling units on the Property shall not exceed 180 units. The maximum number of bedrooms on the Property shall not exceed 440.

c. A minimum of 40% of the maximum proffered residential dwelling units (as provided in proffer I.b. above) will consist of studio or one-bedroom apartments (for clarity, a minimum of 72 studio or one-bedroom apartments).

d. A maximum of 47.5% of the maximum proffered residential dwelling units (as provided in proffer I.b. above) will consist of four (4) bedroom apartments (for clarity, a maximum of 85 four (4) bedroom apartments). No dwelling units will consist of more than four (4) bedrooms.

e. A minimum of 2,500 square feet and a maximum of 5,000 square feet of commercial space shall be completed on the southeast corner of the first floor of the primary structure and along the Paul Street and South Main Street frontages. Commercial tobacco, smoke or vape shops uses shall be prohibited on the Property.

f. Reserved

g. The Project shall be designed to include many architectural features intended to scale down the massing of the building by incorporating materials of various styles and

elevations and by articulating the façade both vertically and horizontally with elements such as fluctuating parapet heights and depths, and containing multiple building projections including unit balconies, cornices, trim, sun shades in general conformance with the building elevations titled “Proposed Housing Project – 473 South Main Street, Harrisonburg, VA – View 1, View 2, View 3” (3 pages), dated June 5, 2026 and filed with these Proffers. Final colors, finishes, materials and exact exterior specifications shall be subject to final construction documents, Site Plan approval, and material availability.

h. The height of all buildings on the Property shall be limited to fifty-two feet (52’) as defined under “Building, height of” in the City Code of Ordinances Section 10-3-24. Rooftop structures such as solar panel installations, HVAC units and other mechanical equipment and parapets shall be permitted up to fifty-five feet (55’) per the “Building, height of” definition so long as those structure installations are screened from public view. It is the intent of the Applicant that Curb Grade shall be measured at the midpoint of the Paul Street extension frontage, with the primary entrance of the building being located on Paul Street as shown on the Concept Plan.

i. The parking garage’s north facing wall and west facing building plane will contain at least one of the following exterior screening/décor features: a green wall (living plants), screening trees, mural art, sculptural screens, installed landscaping, lighting and other screening and exterior décor features. The gross coverage area of each of the north and west facing garage wall building planes will be at a minimum of 60% surface coverage. For any tree plantings or living wall installations being counted as part of the minimum screening coverage ratio, detailed planting types and screening dimensions at levels of maturity will be submitted for review and approval by the Zoning Administrator as a supplement to the Site Plan.

j. The primary structure will include design elements and rough-in measures to allow for future installation of solar panels on a portion of the roof of the main building structure. Such measures include structural support considerations, electrical conduits, and placement of rooftop HVAC units.

k. The Property shall be managed by a qualified third-party property management company experienced in the management of comparable multifamily properties. The management company shall be responsible for the day-to-day operation of the Property, including but not limited to:

- (1) marketing and leasing,
- (2) resident services and community programming,
- (3) enforcement of lease provisions, noise and lighting impacts and community rules,
- (4) property maintenance, repairs, and unit turnover,
- (5) capital improvements as needed, and
- (6) parking management and enforcement.

The Developer or any successor owners shall designate with the City a local management representative who shall be available to respond to operational issues or concerns. The Property shall maintain on-site staffing located in Harrisonburg, Virginia, which may include, but shall not be limited to, a property manager, leasing personnel, resident services staff and maintenance personnel.

Nothing in this proffer shall prevent the Developer or any successor owner from changing property management companies, provided that the Property continues to be professionally managed in accordance with this proffer.

II. Transportation Improvements:

a. A public street extension of Paul Street shall be designed and constructed as generally shown on the Concept Plan with sidewalks on both sides of the street and designed to accommodate 2-way traffic. Final width and configuration of this new public street extension will be reviewed and approved by Public Works during Site Plan approval.

b. The new Paul Street public street extension will be dedicated to the neighboring property line of Harrisonburg Baptist Church (“HBC”). The street will be designed and installed to accommodate entrances from the existing HBC parking lot onto the public street extension with locations shown on the Concept Plan and to be reviewed and approved by City Public Works during Site Plan approval, and with the approval of HBC. Upon HBC request and City approval, Developer will install curb, gutter and sidewalk extensions consistent with the installations on the Subject Property across the former (closed) Main and Liberty Street entrances to the HBC parking lot. Street bump-outs along South Main Street will be designed and installed as approved by Public Works during Site Plan approval in the locations as generally depicted on the Concept Plan. Public Works may, in its sole discretion, waive, in whole or in part, the completion of bump-outs.

c. At a minimum, sidewalks shall be constructed to conform with City standards along all public street frontages of the Property. The South Main Street and Liberty Street sidewalks along the length of the subject property shall be designed and constructed to match the width, material, and appearance of the sidewalk fronting the adjacent City Hall and Build Our Park properties, respectively, to be reviewed and approved by Public Works during the Site Plan approval process. Where new sidewalk width exceeds existing rights-of-way, public pedestrian access easements shall be granted to the City.

d. A minimum of two sidewalk connections will be made from the north property line of the Property connecting to adjacent City-owned parcels (City tax map numbers 25-J-10, 19, 20, 21 or 22). The specific locations of these connections shall be determined in consultation with and approved by the City during the Site Plan approval process. These two proffered north boundary pedestrian connections are in addition to, and do not include, the existing sidewalk connections fronting South Main and South Liberty Streets.

e. A cash contribution shall be provided to the City upon request in the amount of Forty-Five Thousand Dollars (\$45,000.00) for traffic-calming improvements to Paul Street

and/or connecting streets. The City may request funding for any traffic calming improvements that are selected through the City's Neighborhood Traffic Calming Program on Paul Street (or connecting streets) between South Main Street and Martin Luther King, Jr. Way. The cash contribution may be requested by the City after the issuance of the first Certificate of Occupancy for the Property and shall be provided within 180 days of the City request. The City shall make any request for a cash contribution under this proffer within five (5) years of the issuance of the first Certificate of Occupancy for the Property (and may make multiple requests up to the aggregate cash contribution amount).

f. All proffered Transportation Improvements in this section II, unless specifically provided otherwise, shall be substantially complete prior to the issuance of the first Certificate of Occupancy.

III. Parking/Access Improvements:

a. A minimum of 320 structured parking spaces shall be provided on the Property. The structured parking spaces shall be substantially completed and open for public use prior to the issuance of the first Certificate of Occupancy (or Temporary Certificate of Occupancy) for the Property.

b. Reserved.

c. A minimum of ten (10) Level 2 or better (or equivalent to current Level 2 technology or better) electric vehicle charging stations shall be installed and maintained within the structured parking deck.

d. Secure indoor/covered bicycle storage for a minimum capacity of ninety (90) bikes shall be installed and maintained on the Property. A minimum of sixteen (16) exterior bike parking spaces shall be installed and maintained on the Property.

e. Coordinated back of stage access and turnaround as generally shown on the Concept Plan will be designed and installed in coordination with the timing of installation of adjacent Park improvements as constructed by the City or a third party. An ingress and egress easement shall be granted to the City or appropriate Park authority for this Park access within ninety (90) days of Site Plan approval or City request associated with Park construction needs, whichever first occurs, with the simultaneous release of the existing City access easement (found recorded at Deed Book 5542 at Page 793) located over a portion of the Property.

f. A cash contribution will be made to the City for parking enforcement or enhancements to the City's public permit parking programs in the amount of Twenty-two Thousand Five Hundred Dollars (\$22,500.00) in order to offset parking related impacts from the Project. Such cash contribution shall be delivered to the City within thirty (30) days of the issuance of the first Certificate of Occupancy for the Project.

IV. Amenities:

a. A minimum of 8,000 square feet of indoor amenity & common spaces on the Property, and a minimum of 15,000 square feet of outdoor amenity space will be installed and maintained on the Property. Amenities may be placed within the primary building structure, courtyard/atriums or parking garage areas so long as they are enclosed from public view.

b. The development shall incorporate pedestrian-scale lighting, street furniture (minimum of six (6) separate outdoor seating locations), and landscaping along public street frontages of the Property. Street furniture shall include, at a minimum, trash receptacles and varied seating options. Landscaping shall include, at a minimum, one (1) large deciduous tree or two (2) small deciduous trees or combination thereof at same ratios, planted for each 50 linear feet of street frontage of the Property. Up to 50% of the large tree requirement may be substituted with ten (10) shrubs or ornamental grasses, or any combination thereof at the same specified ratios. Trees and shrubs may be clustered. All improvements and installations contained in this section (including pedestrian area refuse management) shall be completed or bonded for completion prior to the issuance of the first Certificate of Occupancy for the Property.

c. The development shall incorporate pedestrian-scale lighting and landscaping where pedestrian facilities are provided along the northern property lines. Lighting may be limited where necessary to avoid light trespass in excess of City standards, unless otherwise permitted via City Council waiver. Landscaping shall include, at a minimum, one (1) large deciduous planted tree for each 50 linear feet of property line north of the development. Up to 50% of required large deciduous trees may be substituted (per tree) with two (2) small deciduous or evergreen trees, ten (10) shrubs or ornamental grasses, or any combination thereof at the same specified ratios. Trees and shrubs may be clustered. Any trees or other landscaping placed to satisfy this proffer may also count towards screening requirements provided in Proffer I.i. above. All improvements and installations contained in this section shall be completed or bonded for completion prior to the issuance of the first Certificate of Occupancy for the Property.

d. The Zoning Administrator may allow reduction or modification of tree and landscaping commitments contained in this article to meet public safety requirements from applicable City departments including Harrisonburg Fire Department, Harrisonburg Police Department and Public Works. The applicant shall demonstrate to the Zoning Administrator that alternatives to meet requirements have been explored and exhausted before the Zoning Administrator approves reduction or modification.

V. Affordable Housing:

a. A cash contribution to the City to fund affordable housing or housing programs or initiatives in the amount of Seventy Thousand Dollars (\$70,000.00) to offset impacts to City housing affordability from the Project. Such cash contribution shall be delivered to the City at the time of the issuance of the first Certificate of Occupancy for the Project.

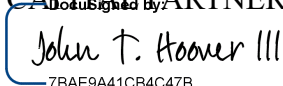
VI. Implementation:

These proffers shall take effect upon approval of the rezoning by the City Council. We hereby proffer that the development of the subject property on this application shall be in strict accordance with the conditions set forth in this submission.

In witness whereof, the Applicant/Owner has caused these Proffers to be executed as follows:

APPLICANT:

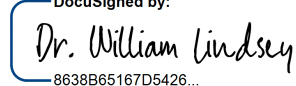
TIMBERWOLF CAPITAL PARTNERS LLC

By:  (SEAL)
7BAE9A41CB4C47B...
John T. Hoover, III, Managing Partner

Date: 6/26/2026

OWNER:

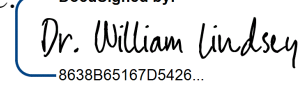
BERNARD, LC

By:  (SEAL)
8638B65167D5426...
Dr. William Lindsey, Manager

Date: 6/26/2026

OWNER:

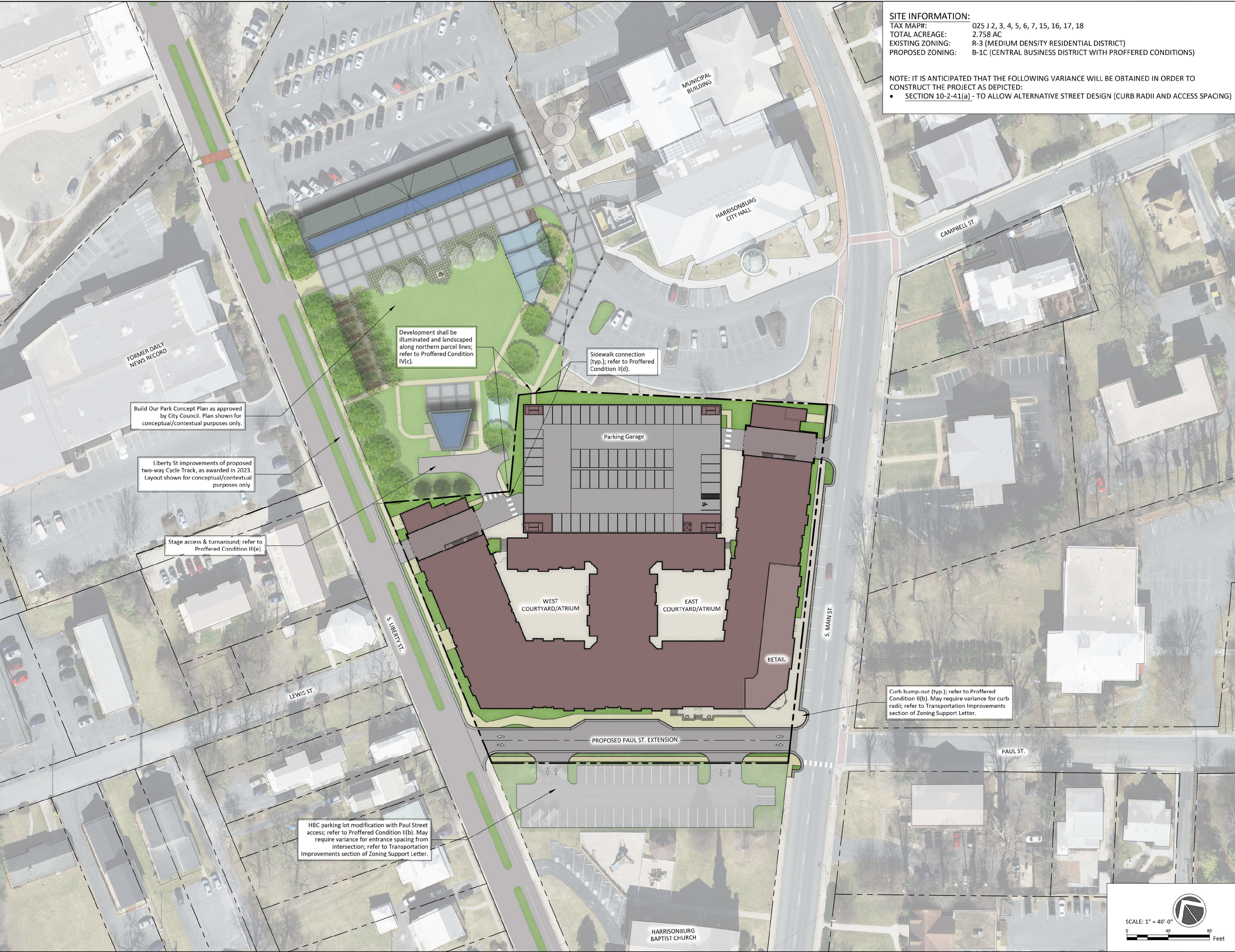
TRENTON, INC.

By:  (SEAL)
8638B65167D5426...
Dr. William Lindsey, President

Date: 6/26/2026

SITE INFORMATION:
TAX MAP#: 025 J 2, 3, 4, 5, 6, 7, 15, 16, 17, 18
TOTAL ACREAGE: 2.758 AC
EXISTING ZONING: R-3 (MEDIUM DENSITY RESIDENTIAL DISTRICT)
PROPOSED ZONING: B-1C (CENTRAL BUSINESS DISTRICT WITH PROFFERED CONDITIONS)

NOTE: IT IS ANTICIPATED THAT THE FOLLOWING VARIANCE WILL BE OBTAINED IN ORDER TO CONSTRUCT THE PROJECT AS DEPICTED:
• SECTION 10-2-41(a) - TO ALLOW ALTERNATIVE STREET DESIGN (CURB RADII AND ACCESS SPACING)



PLAN OF DEVELOPMENT

LINDSEY PROPERTIES

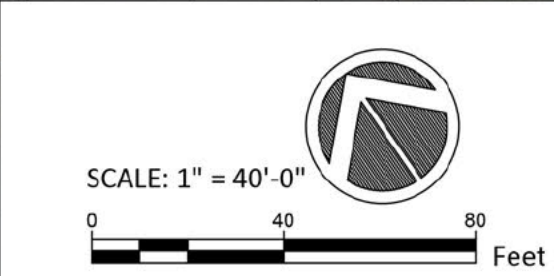
473 S. MAIN STREET, HARRISONBURG, VA 22801

Revisions:		
No.	Description	Date

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

CONCEPT PLAN

Project number:	24024C
Date:	JUN 01, 2026
Drawn by:	OP
Checked by:	SOR





PROPOSED HOUSING PROJECT | 473 SOUTH MAIN STREET HARRISONBURG VA
VIEW 1

01

06 | 05 | 2026

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PROPOSED HOUSING PROJECT | 473 SOUTH MAIN STREET HARRISONBURG VA

VIEW 2

02

06 | 05 | 2026

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PROPOSED HOUSING PROJECT | 473 SOUTH MAIN STREET HARRISONBURG VA
VIEW 3

The Link Rezoning Comments - Paul St Extension

From Steven Tennyson [REDACTED]

Date Fri 6/26/2026 1:27 PM

To CD Planning <CDPlanning@harrisonburgva.gov>

WARNING: External email. Be cautious when clicking on links or opening attachments.

Dear Ms Dang,

Please share the comments below regarding the proposal of the rezoning of 473 South Main Street with the members of the Harrisonburg Planning Commission in anticipation of their July meeting. Please include them in the agenda packet for the public record.

Respectfully,
Steven Tennyson

A Formal Objection to the Paul Street Extension as Part of The Link Development

Dear Planning Commission Members,

I am writing to formally object to the apparent use of the subdivision ordinance process to approve elements of the proposed Paul Street extension that would otherwise require a variance under the City's zoning and development standards.

At issue is not simply the design of the Paul Street extension, but the procedural pathway being used to authorize it.

Under established land use principles, when a proposed development cannot meet required standards—whether related to roadway design, connectivity, right-of-way, or other dimensional or infrastructure requirements—the appropriate mechanism for relief is a variance. The variance process exists specifically to ensure that deviations from adopted standards are:

- Justified by a demonstrated hardship,
- Limited in scope, and
- Evaluated through a quasi-judicial process with clear evidentiary standards and meaningful public input.

In contrast, the subdivision approval process is administrative or legislative in nature, intended to assess compliance—not to grant relief from standards.

In this case, the subdivision process appears to be functioning as a substitute for a variance. If the Paul Street extension, as proposed, does not meet applicable requirements, then its approval through

subdivision review constitutes a de facto variance without adherence to the legal standards required for one.

This raises several significant concerns:

1. Avoidance of Legal Standards

The hardship test, central to any variance request, has not been demonstrated. Instead, the design is being advanced without the burden of proof required under a variance process.

2. Circumvention of Quasi-Judicial Review

The Board of Zoning Appeals exists to evaluate deviations based on evidence and legal criteria. That level of scrutiny is not present in subdivision approval.

3. Diminished Public Accountability

The variance process ensures focused public engagement tied to specific findings. Subdivision review does not provide the same procedural safeguards.

4. Creation of a Precedent

Allowing ordinance requirements to be bypassed through process selection undermines the integrity of the City's regulatory framework and invites similar circumvention in future developments.

For these reasons, I respectfully request that the City:

- Determine whether the proposed Paul Street extension meets all applicable standards without modification;
- If not, require that the applicant seek appropriate relief through the variance process before any subdivision approval is granted;
- Clarify that subdivision review cannot be used to waive or reinterpret standards in a manner that would otherwise require a variance.

At its core, this is a question of process integrity. If a variance would be required under one pathway, it should not be avoidable by proceeding under another.

Thank you for your consideration of this matter and for your commitment to consistent and transparent application of the City's ordinances.

Respectfully,

Steven Tennyson

507 Paul Street

The Link - Comments for Planning Commission

From Jennifer [REDACTED]
Date Thu 7/2/2026 8:45 AM
To Thanh Dang <Thanh.Dang@harrisonburgva.gov>

WARNING: External email. Be cautious when clicking on links or opening attachments.

Hello! Please forward to the Planning Commission for the July 8th meeting.

Dear Planning Commission,

The City has acknowledged that its zoning ordinance no longer reflects Harrisonburg's vision for the future and has begun a comprehensive rewrite.

Downtown, historic neighborhoods, and transition areas deserve careful study as new standards are developed. Those conversations are intended to answer the very questions raised by this proposal: What is appropriate at the gateway to downtown? How should new development relate to historic neighborhoods? What should mixed-use development really look like? Where should student housing be situated in our city?

If these questions are important enough to spend years rewriting the ordinance, they are important enough to answer before approving one of the most consequential rezonings the City has considered in decades.

Approving a large, student-oriented rezoning now risks establishing a precedent under rules the City has already determined are outdated.

This is not an argument against growth or housing; it is an argument for thoughtful planning with input from the citizens. Complete the zoning rewrite first, establish clear expectations that reflect Harrisonburg's long-term vision, and then evaluate projects against those standards.

I am opposed to rezoning of the Lindsey Funeral Home property.

Regards,

Jennifer Cunningham

Old Town Resident

B1C

From Bobby Lifka [REDACTED]
Date Thu 7/2/2026 10:16 AM
To CD Planning <CDPlanning@harrisonburgva.gov>

WARNING: External email. Be cautious when clicking on links or opening attachments.

Really, what is it that you folks do not get. This new submission is just lipstick on a pig. We do not want any large housing development downtown. We do not want some large cinder block building, parking garage, and the headaches from a student housing building. The smoke and mirrors of this project is unbelievable, and so is the developer just trying to cash in and leave us holding the mess in time. You ALL have an obligation to support the community's wishes. Scrap the project and put up the park that was promised in this green space.

Bobby Lifka

COMMENTS REGARDING THE PROPOSED REZONING OF 473 SOUTH MAIN STREET (THE LINDSEY)

Submitted to the Harrisonburg Planning Commission

**Jeffrey Roy
519 Paul Street
Harrisonburg, Virginia**

Executive Summary

I respectfully request that the Harrisonburg Planning Commission recommend denial of the requested rezoning for the following reasons:

Key Concerns

- The proposal remains student housing by design despite being described as mixed-use.**
- The requested rezoning is permanent, while the proposed building and future ownership are not.**
- The revised proposal reduces numbers but leaves the fundamental planning concerns unchanged.**
- Existing neighborhood streets, sidewalks, and intersections were not designed for this level of residential intensity.**
- Parking remains inadequate relative to the project's size.**
- Downtown 2040 calls for thoughtful growth that balances redevelopment with neighborhood compatibility and preservation.**
- Since this proposal was first introduced, the planning context has changed, including JMU's Campus Master Plan emphasizing additional on-campus housing and intentional enrollment management.**
- The existing zoning already allows meaningful development. The question before the Commission is whether this additional intensity is appropriate.**
- The surrounding neighborhood already functions as an important pedestrian and vehicle connection between Downtown, James Madison University, and adjacent residential areas. The project's impacts will therefore extend well beyond the development site.**

The following comments explain each of these concerns in greater detail.

Introduction

Planning Commission Members,

Thank you for your continued service to the City of Harrisonburg and for your thoughtful consideration of this rezoning application.

Over the past several months, I have attended public meetings, reviewed the rezoning application and supporting materials, listened carefully to both supporters and opponents, and made a genuine effort to evaluate this proposal through the lens of the City's adopted Downtown 2040 Plan rather than emotion alone.

I appreciate the applicant's willingness to revise the proposal. The reduction in residential units, bedrooms, and building height demonstrates that public input was considered to some degree. However, after reviewing the revised application, I remain convinced that these changes reduce the project's size without resolving the fundamental concerns that led many residents to oppose the original proposal.

My family chose to live in this neighborhood knowing that James Madison University was already an important part of our community. We accepted that reality and have enjoyed living in a neighborhood where students and long-term residents coexist. **My opposition to this rezoning should not be interpreted as opposition to students, growth, or development. Rather, it reflects my belief that this particular rezoning is inconsistent with the planning vision established in Downtown 2040 and would permanently alter a neighborhood in ways that the current zoning does not permit.**

The Permanent Nature of Rezoning

Zoning decisions are among the most permanent decisions a local government makes. Buildings may eventually be renovated or replaced. Property ownership changes. Businesses come and go. Residents change over time. The zoning, however, remains until a future governing body determines otherwise.

For that reason, **I believe the Commission's responsibility extends beyond evaluating the building proposed today. It must also consider the long-term precedent established by permanently changing the allowable intensity of development on this property.**

The existing R-3 zoning already permits meaningful development of this site. The question before the Commission is therefore not whether this property should be developed—it certainly can be. **The question is whether Harrisonburg should permanently authorize a substantially greater level of intensity and the corresponding impacts that accompany this requested rezoning.**

Student Housing by Design

Although the proposal is described as a mixed-use development, I remain concerned that its design continues to function primarily as student-oriented housing.

The revised application still permits up to 85 four-bedroom apartments while requiring only 2,500 to 5,000 square feet of commercial space.

While the applicant has stated that the project is intended to serve a variety of residents, the building configuration, unit mix, and proximity to James Madison University strongly suggest that students will likely remain the primary residential market for this development.

Mixed-use development should be more than a small commercial component beneath a predominantly residential building. In both design and function, this proposal remains overwhelmingly residential, and remains substantially more consistent with student-oriented housing than with a balanced mixed-use development.

The Project's Impacts Extend Beyond the Property Line

One of my greatest concerns is that the discussion surrounding this proposal has focused primarily on what occurs within the development itself.

The project's impacts, however, will not remain within its property boundaries. Without the requested rezoning, the additional intensity—and many of the corresponding impacts discussed throughout this letter—would not exist.

Every resident, visitor, delivery driver, rideshare vehicle, cyclist, and pedestrian generated by this development will ultimately enter Harrisonburg's existing transportation network. These neighborhood streets are not simply local roads. They function as important connections between Downtown, James Madison University, and surrounding residential neighborhoods. As a result, the project's impacts will naturally disperse well beyond the boundaries of the site itself. **Those impacts—not the amenities provided within the development—are what the Planning Commission is being asked to evaluate.**

This proposal should therefore be considered not only as an individual building, but as a **permanent addition to an established neighborhood whose streets, sidewalks, intersections, and infrastructure were designed for a substantially lower level of residential intensity.**

One additional consideration is the structure of the surrounding street network itself. The residential streets east of the proposed development do not function independently. Rather, many of them ultimately rely on Paul Street as their primary connection to Martin Luther King Jr. Way and the broader transportation network. Consequently, additional pedestrian and vehicle trips generated by this development would not remain isolated to the development site but would be concentrated along an existing neighborhood corridor that already serves multiple residential streets.

Traffic, Pedestrian Safety, and Neighborhood Infrastructure

Traffic discussions often focus on vehicle counts. I believe the **more important consideration is the number of conflict points created by introducing hundreds of additional residents into an existing neighborhood.**

The surrounding streets already serve a diverse mix of pedestrians, including James Madison University students, downtown visitors, families, cyclists, and long-time residents. While sidewalks exist along portions of the surrounding neighborhood, they do not provide continuous pedestrian connections. Several neighborhood streets transition from sidewalks to shared travel lanes as pedestrians move farther into residential areas.

Likewise, neighborhood streets such as Paul Street, Mason Street, Ott Street, Preston Avenue, Myers Avenue, and others already present challenges due to roadway width, on-street parking, and limited sight distances. Paul Street rises from the proposed development into the neighborhood, while intersections throughout the area experience reduced visibility created by roadway geometry and parked vehicles. Likewise, Paul Street serves as the only direct connection to Martin Luther King Jr. Way for several nearby residential streets. Consequently, additional neighborhood traffic generated by the project has the potential to affect not only Paul Street itself but also the surrounding residential street network that depends upon it for access.

Students frequently choose neighborhood streets rather than the primary arterial roads when traveling between campus and off-campus housing. This existing pattern of pedestrian and vehicle travel should be recognized when evaluating the cumulative impacts of additional residential density.

These conditions already require drivers, cyclists, and pedestrians to exercise caution. Increasing neighborhood intensity without corresponding improvements to the surrounding public infrastructure increases the potential for conflicts that extend well beyond the property itself.

During previous discussions, the City's traffic engineer acknowledged that existing traffic concerns are already present within this area and suggested that additional mitigation could be considered in the future if warranted. I respectfully question whether intentionally increasing development intensity while postponing transportation improvements until after impacts are experienced represents the most prudent planning approach. In my opinion, infrastructure should adequately support a development before additional intensity is introduced rather than relying on future taxpayer-funded improvements after problems become apparent.

Parking

Although the revised proposal reduces the number of bedrooms, it also reduces the amount of structured parking.

As a result, the underlying parking concerns remain largely unchanged.

The proposal still provides a minimum of 320 structured parking spaces for up to 440 bedrooms and permits up to 85 four-bedroom apartments.

Overflow parking should not be viewed merely as an inconvenience; it also affects visibility at intersections, emergency access, and pedestrian safety on streets already constrained by their design.

Neighborhood streets such as Mason Street and Paul Street already accommodate significant on-street parking while functioning as important neighborhood connectors. Additional parking demand reduces visibility, narrows travel lanes, complicates emergency access, and increases conflicts among vehicles, cyclists, and pedestrians.

The revised proffers also include a \$45,000 contribution for future traffic-calming improvements. While appreciated, this contribution appears unlikely to address the full scope of improvements that may ultimately become necessary if neighborhood traffic impacts require additional mitigation.

Consistency with Downtown 2040

Harrisonburg's adopted Downtown 2040 Plan recognizes that Downtown should continue to grow and evolve. I fully support that vision. The question before the Planning Commission, however, is not whether growth should occur, but whether this particular rezoning achieves the balance the plan calls for between new development, neighborhood compatibility, walkability, preservation of historic character, and community-supported planning.

Although this proposal has been reduced in size, its fundamental characteristics remain largely unchanged. The requested rezoning is the same, the building footprint remains substantially similar, the Paul Street extension remains part of the proposal, and the development continues to function primarily as a large residential project. While I appreciate the applicant's revisions, I do not believe they resolve the underlying compatibility concerns that have been raised throughout this process.

This concern is reinforced by recent developments beyond the rezoning application itself. In 2026, Preservation Virginia placed the Harrisonburg Downtown Historic District on its List of Virginia's Most Endangered Historic Places. In announcing that designation, the organization noted that more than ten contributing historic structures have been lost within the district over the past decade and specifically identified this proposed apartment development as an additional challenge facing Downtown. Preservation Virginia concluded that "rightsizing infill development and encouraging the adaptive reuse of existing structures will help preserve downtown while allowing for new housing."

I recognize that Preservation Virginia does not determine local land-use policy, nor should it. However, I believe this independent assessment highlights the same planning challenge now before the Commission: how to accommodate growth while preserving the historic character and neighborhood compatibility that make Downtown Harrisonburg unique.

Downtown 2040 does not present growth and preservation as competing goals. Rather, it **envision[s] that both can be achieved through thoughtful, appropriately scaled development that complements surrounding neighborhoods and strengthens Downtown's identity.** I respectfully submit that, even as revised, this proposal has not yet demonstrated that balance.

Housing Need

I recognize that Harrisonburg continues to grow and that additional housing will be necessary in the years ahead.

Since this application was originally proposed, conditions surrounding student housing needs at JMU have evolved considerably.

James Madison University's Campus Master Plan now calls for housing approximately 60 percent of students on campus by 2040 and intentionally managing future enrollment growth. This represents a significant shift in the long-term planning context since this application was originally conceived. The University specifically recognizes that on-campus living improves student success, retention, community, and overall well-being.

Although the development is located near portions of James Madison University, students' daily transportation needs extend beyond classroom buildings to employment, shopping, medical appointments, recreation, and destinations throughout the City. Proximity to one edge of campus should therefore not be assumed to eliminate vehicle ownership or parking demand.

At the same time, Harrisonburg has approved numerous residential developments over the past several years, several of which have not yet been constructed or occupied, making the long-term housing supply still uncertain.

Given these changes, I question whether permanently rezoning adjacent residential neighborhoods for additional student-oriented private housing remains necessary or consistent with the University's own long-term vision.

Community Engagement

While I appreciate the applicant's efforts to engage the public, I did not feel the facilitated meetings represented a genuine opportunity to consider whether rezoning itself was appropriate.

Participants were invited to discuss modifications to a proposal that already assumed the requested rezoning would occur. Alternatives that maintained the existing zoning or explored fundamentally different development concepts were never meaningfully presented.

As a result, many residents—including members of the No to B-1C coalition—did not view the process as collaborative planning but rather as discussion regarding modifications to a predetermined proposal.

Not Opposition to Growth

Some have characterized residents who oppose this rezoning as opposing growth or development. I respectfully disagree with that characterization. Harrisonburg's future depends upon continued investment, additional housing, and responsible redevelopment. **My concern is not with growth itself, but with ensuring that growth occurs in a manner consistent with the City's adopted plans, compatible with existing neighborhoods, and supported by appropriate infrastructure. Those are the planning questions I respectfully ask the Commission to consider.**

Conclusion

My opposition to this rezoning should not be interpreted as opposition to development or to James Madison University.

However, not every proposal represents good planning.

The existing zoning already allows meaningful development of this property. The additional impacts discussed throughout this letter arise not from development itself, but from the substantially greater intensity made possible only through the requested rezoning.

Good planning is rarely measured by what can be built today. It is measured by whether the decisions we make today continue to serve our community decades from now.

I respectfully ask the Planning Commission to consider not only the building proposed before you, but also the permanent precedent this rezoning would establish. Because this property serves as one of the primary southern gateways into Historic Downtown Harrisonburg, today's decision will influence not only this parcel, but expectations for future redevelopment along this important corridor.

For these reasons, I respectfully request that the Planning Commission recommend denial of the requested rezoning.

Thank you for your careful consideration of these comments and for your continued service to the Harrisonburg community.

Respectfully,

Jeffrey Roy

**519 Paul Street
Harrisonburg**

Amy Roy

519 Paul Street
Harrisonburg, VA 22801

July 2, 2026

Harrisonburg Planning Commission
409 South Main Street
Harrisonburg, VA 22801

Re: Rezoning Application – The Lindsey (473 South Main Street)

Dear Planning Commission Members,

Thank you for taking the time to consider my comments regarding this application.

My family moved to Harrisonburg from Southern California in 2016. Like many people who relocate from larger metropolitan areas, we were drawn to Harrisonburg because it offered something that has become increasingly difficult to find: a vibrant downtown, established neighborhoods, and a genuine sense of community.

We immediately fell in love with the character of the city, particularly its historic downtown, where students, families, longtime residents, business owners, and visitors all share the same sidewalks, restaurants, parks, and community events. It was exactly the kind of welcoming, walkable community we had hoped to find.

In 2021, we intentionally chose to move even closer to downtown because we wanted to be able to walk to local restaurants, businesses, community events, and everything that makes downtown Harrisonburg special. We didn't choose this neighborhood because it was isolated from growth—we chose it because it represented the kind of thoughtfully planned, human-scale community that is becoming increasingly rare.

One of the reasons my family chose Harrisonburg was because it offered a different vision—one that embraces growth while preserving the character, charm, and sense of place that make the city unique. I hope those qualities continue to define Harrisonburg as it grows.

Because of that, I have never viewed change as something to fear. Cities should evolve, and I believe Harrisonburg will continue to grow and prosper. I support new housing and thoughtful redevelopment. My concern is simply that not every location is appropriate for every type or scale of development.

As a physician assistant student, I spend much of my time learning how the environments in which people live influence their health and well-being. Healthy communities are shaped not only by housing, but also by thoughtful planning, safe public spaces, connected neighborhoods, and development that fits comfortably within its surroundings. Those qualities are part of what drew my family to this area, and I hope they remain part of its future.

I appreciate that the applicant has revised the proposal, and I recognize the effort that has gone into responding to public feedback. Even so, I remain concerned that the requested rezoning would create permanent changes to this area in ways that extend well beyond the building itself. Once a zoning change is approved, it becomes part of the long-term framework that guides future development, and I believe that makes this decision particularly significant.

I also hope the Commission will remember that many of the residents who have expressed concerns are not opposed to growth. We chose to live near James Madison University because we value being part of a vibrant,

active community. Our hope is simply that future development continues to strengthen that relationship while preserving the character that already makes this neighborhood such a special place to call home.

I respectfully ask the Planning Commission to recommend denial of the requested rezoning. I welcome redevelopment of this property within the existing zoning and sincerely hope to see a project that reflects both Harrisonburg's need for continued investment and the qualities that make our downtown neighborhoods so special. I believe those goals can coexist, and I remain hopeful they can be achieved on this site.

Thank you for your thoughtful consideration and for your continued service to the City of Harrisonburg.

Respectfully,

Amy Roy

re: Rezoning for "The Link"

From Douglas Hendren [REDACTED]
Date Thu 7/2/2026 12:16 PM
To CD Planning <CDPlanning@harrisonburgva.gov>

WARNING: External email. Be cautious when clicking on links or opening attachments.

Thanh Dang
Deputy Director of Community Development

Dear Thanh,

re: Rezoning for "The Link"

My wife and I have lived in Harrisonburg now for 30 years, during which time we have watched it grow into a thriving, bustling community. So far, it has been able to maintain a charming, accessible downtown area despite the rapid growth and expansion of JMU only a few blocks away.

I believe re-zoning the Lindsay Funeral Home area to permit a large, multi-story residential tower will very likely destroy the ambience that makes the area around City Hall and the Farmers Market such an attractive and popular part of the Harrisonburg community. The expansion of JMU in recent years has included taking over where the hospital once stood, right down to Hotel Madison on Main Street. It still, however, leaves a buffer neighborhood of small businesses and professional offices as a gateway to the downtown area. Putting a large, student-dominated facility smack in the middle of this would feel very much like the JMU juggernaut starting to take over the downtown space. It would rob much of the current charm.

I appreciate the challenges of your department, and understand the ideas about housing density and walkability. On paper, the Link might appear to be a solution. But I believe it would be short-term at best, and one the City would soon regret.

Sincerely,

Doug Hendren MD

Fwd: Rezoning Application for The Link

From Laura Conklin [REDACTED]
Date Thu 7/2/2026 12:35 PM
To Thanh Dang <Thanh.Dang@harrisonburgva.gov>
Cc CD Planning <CDPlanning@harrisonburgva.gov>

WARNING: External email. Be cautious when clicking on links or opening attachments.

Resending due to misspelling of name. Please accept these comments that were sent prior to noon 7/2/26.

Thank you,
Laura Lee Conklin
Sent from my iPad

Begin forwarded message:

From: Laura Conklin <conklinl6@gmail.com>
Date: July 2, 2026 at 11:56:38 AM EDT
To: Tanh.Dang@harrisonburgva.gov
Subject: Rezoning Application for The Link

Members of the Planning Commission:

I wish to express my opposition to the approval of The Link, aka The Lindsey. While I typically do not speak out on local issues, this proposal has caused me to write to you.

I have lived in Harrisonburg since I graduated from JMU in 1986, working at JMU off and on for nearly 20 years. My husband and I have raised our two children here and were involved with the founding of the Explore More Discovery Museum due to our interest in the community and downtown Harrisonburg. We recently relocated from the county to the City of Harrisonburg, close to downtown, bringing life back to a 1950s home built by Joseph Nielsen for his daughter. Obviously, we care deeply about the history and the future of Harrisonburg.

I believe that whatever the size, shape and purpose of a residential building at the entrance to downtown would permanently change the character of the downtown area, including Old Town, to a less desirable destination and place to live. JMU's plan to house up to 60% of its students in the next several years will cause students to leave other

student complexes, most of which are 4 bedroom/bath, leaving inappropriate housing for our workforce and families in the future. Although the proposed mostly residential building is close to the JMU campus, the majority of the students who would live in the facility would bring and use their cars regularly. With only 320 parking spots for 440 bedrooms, students will be parking all over downtown and Old Town. If these and other reasons presented to you by other concerned citizens are not enough cause to disapprove this rezoning, Preservation Virginia's inclusion of Harrisonburg's Historic District on its list of Virginia's Most Endangered Historic Places List 2026 should. This should not only bring all of us pause, but also put a stop to this rezoning. Countless individuals, groups, and the city government have worked tirelessly for years and spent thousands of dollars to restore and maintain our historic and beautiful downtown.

Thank you for your service to our community, for reading and considering all citizens' thoughts on the project under review and for voting No to B1C.

Kind regards,
Laura Lee Conklin

Sent from my iPad

474 S Main St Rezoning - Question on building height and final design

From Carl Larsson [REDACTED]
Date Tue 7/7/2026 8:06 AM
To Thanh Dang <Thanh.Dang@harrisonburgva.gov>
Cc CD Planning <CDPlanning@harrisonburgva.gov>

WARNING: External email. Be cautious when clicking on links or opening attachments.

Please include the following note in the public comment for the July 8th meeting of the Planning Commission.

Dear Members of Planning Commission,

In addition to numerous other concerns that I have about the revised rezoning request for 473 S Main St., I'd also like to write with a question for you concerning the maximum height and number of stories allowed in the revised rezoning proffers for 473 S Main Street.

I understand that the revised renderings depict a 4-story building, but **the current proffers do not explicitly state a maximum number of building stories.** Instead, the proffers only specify a maximum 52' building height.

While I understand that it is entirely possible for a 4-story building to reach 52' tall, my question is on whether it might also be possible under these proffers to build a 5-story multi-family apartment building with compressed floor heights? If so, why hasn't the applicant included a clearly worded, legally binding "4-story cap" proffer to accompany its revised renderings?

Furthermore, if the building height is to be measured from the uphill Paul St extension side, then how tall will the parking deck and building be on the downhill, "back side" that faces City Hall, the Farmer's Market, and Build Our Park? Will the height of the concrete parking deck visually dominate our City Hall?

As a related point, I am also concerned by the ambiguity of the legal proffers in describing final building plans and materials:

- **Why does the rezoning application use the legal phrase "substantial conformance" in one proffer, but only "general conformance" in another proffer?**
- **How much leeway do the proffers give the developer to deviate from the pictured renderings and later change the building design and final materials?**

I understand that the developer may not want to take on the risk of committing to certain designs and materials at this early stage of the development process, but that risk can't disappear; it's simply passed on. In other words, who should hold the risk of design and material commitments: the developer who can sell and walk away, or the local community that ends up living with the building for generations to come?

The Downtown 2040 Plan, adopted by City Council as a guiding document for downtown development, clearly states on p. 44 that "Main and Liberty Streets are the primary front doors to Downtown. They should aspire to the highest standards in design, as they reflect the first impression visitors have of Downtown." For a building in a location as important as this one, which will effectively define our gateway to downtown and civic-center for generations to come, I ask that you please do not recommend approval of the rezoning request until these ambiguities are fully vetted and clearly specified in the legally binding proffers.

Thank you for your time and consideration of these points.

Best,

Carl Larsson
487 S Mason St.

Unit Mix of the Revised 473 S Main Proposal

From Carl Larsson [REDACTED]
Date Tue 7/7/2026 8:06 AM
To Thanh Dang <Thanh.Dang@harrisonburgva.gov>
Cc CD Planning <CDPlanning@harrisonburgva.gov>

WARNING: External email. Be cautious when clicking on links or opening attachments.

Please include the following note and attached/embedded images in the public comment for the July 8th meeting of the Planning Commission.

Dear members of the Planning Commission,

As you review the revised rezoning proposal for 473 S Main St (the Lindsey apartments, aka The Link), I ask that you please consider how drastically the housing needs of our city have changed since the last time the commission convened to review this rezoning request in March of 2026. Since March, it's my opinion that JMU's newly announced commitment to building on-campus housing now makes it unnecessary, and potentially even harmful, to approve a rezoning that intends to create surplus, student-oriented housing on this crucially important property at our downtown gateway. I therefore request that the Planning Commission move to recommend denial of the current request on grounds that include (but are not limited to) its excessive focus on 3- and 4-bedroom unit types, while encouraging the applicant to instead consider alternative proposals (e.g., a downtown park, public event space, or apartments that focus on the 1- and 2-bedroom layouts that have proven to be popular in several recently built multi-family apartments such as the Urban Exchange, the Ice House apartments, the Kavanaugh apartments, the Foundry, and the Keezell building apartments.).

For background on JMU's strategic plan, JMU's board of visitors in April 2026 endorsed [The Madison Promise and approved the 2027 Campus Master Plan](#). The plan includes a commitment to "house approximately 60 percent of students on campus by 2040." The JMU press release notes the rationale for this decision as follows:

Research shows that on-campus living is associated with improved student outcomes, creating a sense of belonging and community, greater retention and graduation rates, and improved overall student well-being.

Some quick calculations using figures from page 3 of the [final draft of the strategic plan](#) show that the number of JMU students living off-campus is projected to decline from a baseline 2025 figure of 16,673 students off-campus to a projected estimate of only 12,000 students off campus by 2040.

Thus, our city is projected to have 4,473 fewer JMU students living off campus by 2040.

In light of this significant reduction in future demand for student housing, it was my hope that the development team behind the Lindsey would adjust their unit mix to better reflect the more pressing housing needs that our city faces by eliminating 3- and 4-bedroom units from their plan, and instead focus on 1- and 2-bedroom units. In contrast, the *revised plan actually increases the proportion of 3- and 4-bedroom units allowed under the new proffers*, thus tilting the possible unit mix even further towards the possibility of becoming a student-dominated apartment block. This type of off-campus student housing is not only no longer needed in our city, but it furthermore puts our downtown gateway and civic-center at risk of the well-documented, negative impacts of “studentification”. (If there is any question at all of whether the Link/Lindsey is intended to be student housing, please note the “Student Housing” label used by the developers themselves under their “Harrisonburg Development”, here: <https://timberwolfcp.com/developments/>).

On the contrary, there are several examples of dense, recently completed downtown apartments that, going by the online listings below, appear to consist of only 1- and 2-bedroom units (i.e., no 3+ bedroom units):

- [The Ice House apartments](#)
- [The Kavanaugh apartments](#)
- [The Foundry apartments](#)
- [The Keezell building apartments](#)

Anecdotally, it’s my understanding that these apartments house a healthy, diverse mix of students, grad students, and non-student residents alike. The popularity of these apartments points to the sound financial feasibility of building 1- and 2-bedroom downtown apartments, with the implication that undergraduate-student-oriented 3- and 4-bedroom units are not necessary to make a project economically feasible in downtown Harrisonburg. In other words, it seems false to believe that 3- and 4-bedroom units are needed to make an apartment building “pencil out” in downtown Harrisonburg.

I’d also like to highlight **Urban Exchange** as yet another example of a downtown apartment building that better serves local housing needs for students and non-students alike. After reviewing online listings for Urban Exchange on Matchboxrealty.com, I found that **Urban Exchange consists of almost all 1- and 2-bedroom units, with a small amount of 3-bedroom units, and absolutely no 4-bedroom units**. I am attaching a detailed table of my findings here for your reference. Here are the highlights:

- Urban Exchange has **zero four-bedroom units**
- Student-oriented **3-bedroom units make up only ~21% of units** (~30% of all bedrooms) listed on the Matchbox website, **with under 3% of all listed beds in 3-bed/3-bath units.**
- **Urban Exchange is predominantly 1- and 2-bedroom units (~79% of all listed units).**

Many community members, myself included, appreciate the mix of units at Urban Exchange that can house both seasonal students and year-round, non-student residents (I also appreciate how it is truly

mixed-use with more commercial space than that which is proposed at the Link/Lindsey...I sense that our downtown could benefit from more commercial/retail space!).

In contrast, the Lindsey is very much a student-oriented floor plan with an extremely high proportion of beds in 3- and 4-bedroom units possible under the proffers. **In fact, assuming that studios are counted as "0 bedroom units" (a technical question about the wording of the proffers that should be addressed by Planning Commission), the current proffers could allow for up to 100% of bedrooms to be located in 3- and 4-bedroom units (similarly, Community Development's analysis with different assumptions finds that up to 77% of beds in the Lindsey could be housed within 4-bedroom units). Furthermore, there are no longer any occupancy limits imposed on the units (previously proffer 1.f.), thus meaning the total number of residents in the building is uncapped and could theoretically reach numbers within similar ranges as previous iterations of the rezoning request.** For purposes of illustration, I'm attaching a sample analysis of a possible unit / bedroom / resident mix for 473 S Main under the current proffers (note that it assumes double occupancy throughout - while I concede that this is not likely, **the main point is that the current proffers introduce an inordinate amount of uncertainty into the city's planning process and should be tightened up to reduce the significant risks to the city under the revised proposal**).

I would also like to suggest that the downtown location of 473 S Main should not grant it a special exception to create more, now-unnecessary student housing, as if excess student housing is okay as long as it is within walking distance of a small portion of JMU's geographically expansive campus. It's common knowledge that students often prefer driving, even for short distances.

Furthermore, 473 S Main is still a rather long drive from most other parts of campus. For example, **473 S Main is a 1.9 mile drive from the Convocation Center, a common destination for students who are driving to park on that side of campus (map attached). This implies that the Lindsey/Link will likely generate traffic along the already-congested S Main and Port Republic corridors.**

I agree with our city staff report for the rezoning request at 1351 and 1361 Peach Grove, which correctly noted a disadvantage of that location for student housing is that "the proposed development is over one mile from academic buildings when following public streets and existing shared use paths or trails." **To be consistent with the treatment of all rezoning applications, could the planning commission please consider investigating the rather long driving distance from 473 S Main to all parts of JMU's campus (including along Port Republic Rd), rather than only noting the distance to the closest edge of campus? Given this information, how credible is the claim that its student residents will routinely choose to walk and bike to campus rather than drive?**

I greatly appreciate how the PC Memorandum for the rezoning request at 1351 and 1361 Peach Grove Avenue addresses the impact of JMU's recently released housing plan on our city's housing needs, such as in the following statements made by city staff:

- **"Staff suggested the applicant consider proffering a multi-family building that would have one-, two, and three-bedroom units"**
- **"Staff does not believe that more student-oriented housing is needed at this time."**
- Finally, in reference to the student-oriented unit mix of the Peach Grove Ave proposal, the PC Memorandum wisely states, **"it would be better for the community to provide the appropriate style of units at the initial time of construction."**

It's my hope that the Planning Commission will apply these same standards consistently and recommend denial of the 473 S Main St rezoning based on the extremely high proportion of 3- and 4-bedroom units allowed under its current proffers. While some may argue that 3- and 4-bedroom units can later be converted to 1- and 2-bedroom units, our city needs to consider how likely (or unlikely) this outcome is given the intensive disruptions and required capital investments needed to convert 4-bedroom units into 1- and 2-bedroom units at a later date. As stated by City Staff, it would be far better for the applicant to provide 1- and 2-bedroom units, already proven to be popular downtown, at the time of construction, rather than constructing now-unnecessary, student-oriented 3- and 4-bedroom units.

While some may argue that changing the recommendation to a denial of the 473 S Main rezoning request would be inconsistent with the outcome of the March planning commission, it is important to once again **summarize the two new, significant developments since March of 2026:**

1. **First, JMU's strategic plan newly approved in April '26 forecasts significantly lower future demand for student housing, to the tune of a projected 4,473 fewer students living off campus by 2040.**
2. **Second, the rezoning applicant has nonetheless chosen to *increase* the proportion of student-oriented 3- and 4-bedroom units allowed under its revised proffers.** This change seems to ignore the major impact of JMU's strategic plan on demand for off-campus student housing, while also seemingly missing out on the opportunity to capitalize on the apparent popularity of 1- and 2-bedroom floorplans proven by recently completed apartments across our downtown.

These two developments seriously throw into question whether the applicant's proposed unit mix is aligned with our city's housing needs, and they should cause us to question whether the proposed public benefits still merit an upzoning.

Please note that in addition to the concerns noted above, I continue to hold many other concerns about the Link (e.g., negative impacts of "studentification" on the surrounding blocks, negative impacts on our historic district as highlighted by Preservation Virginia's addition of our Downtown Historic District to its 2026 "Most Endangered" list, negative environmental impacts on the tree canopy and stormwater runoff to Blacks Run, lack of commitment to LEED or similar building standards, uncertainty regarding final design and materials given the ambiguous language of the proffers, negative impacts on the experience of visitors to the farmer's market, City Hall, and Build Our Park, negative impacts during construction (e.g., how will it affect the Farmer's Market and summer concerts? Will there be street closures? If so, for how long?), negative impacts on surrounding neighborhoods, traffic, etc., etc.). It's my hope that the issues that have surfaced via public comment over the last year will be thoroughly vetted and addressed by the developer in updated, legally binding proffers before our city can consider recommending approval of the rezoning.

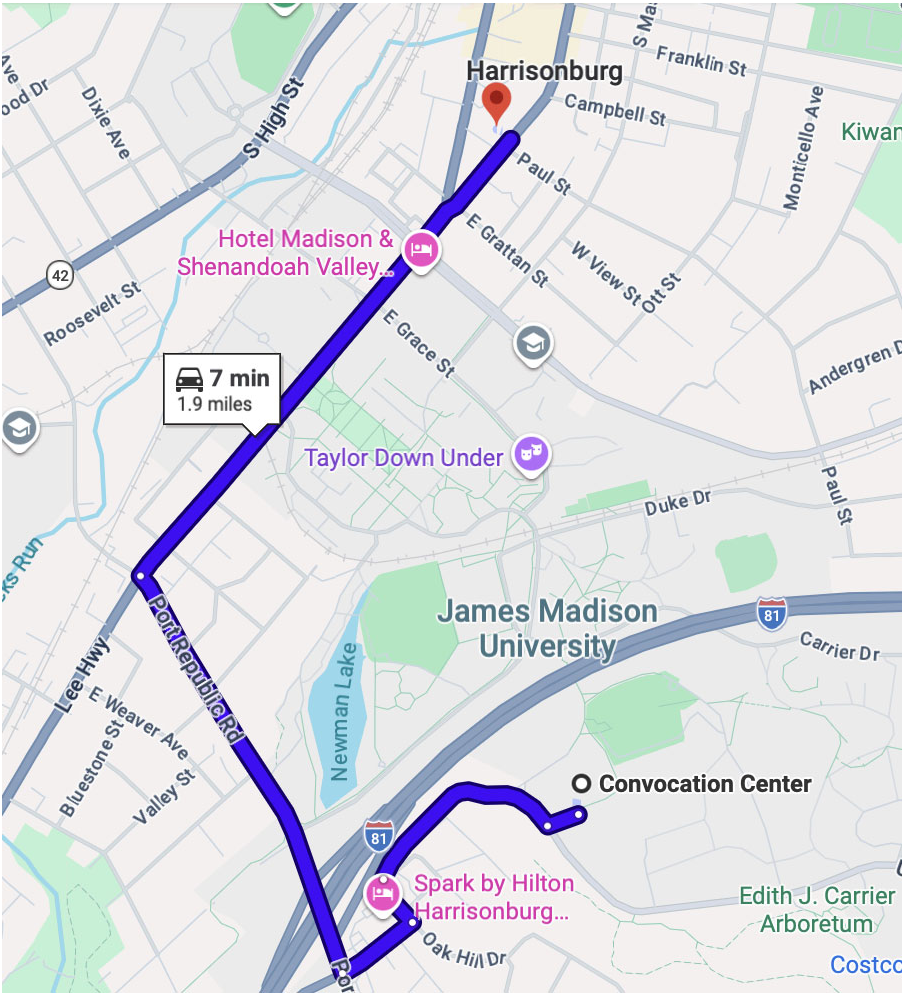
Finally, I'd like to question how the rezoning applicant's attorney has previously framed this decision as a choice between two outcomes: either the Link/Lindsey, or R-3 townhomes. I feel that this is a false dichotomy which puts forth only two, suboptimal outcomes for our city, all while ignoring the possibility of many other, alternative outcomes that could better serve the common good of our city (e.g., a park/public event space; or a context-sensitive apartment building consisting of 1- and 2-bedroom units, with existing mature trees and historic buildings on the property preserved; among other options). **Of course, none of these better options can be explored until the current,**

student-oriented development proposal is flatly denied. In other words, please say “no” today so that we can work towards a better “yes” tomorrow!

Please let me know if there are any questions that I can answer about the information in this email, and thank you in advance for your time, consideration, and service to our city.

Best,

Carl Larsson
487 S Mason St.



Urban Exchange				
	1 BR	2 BR	3 BR	Totals
Units	16	125	38	179
%	9%	70%	21%	100%
Beds	16	250	114	380
%	4%	66%	30%	100%

Source: Matchboxrealty.com. Note that 179 listed units on Matchboxrealty.com do not match the 194 units at Urban Exchange previously cited by city staff.

473 S Main St Proposal (June 5th Revision) - Possible scenario

	Studio (0BR)	1 BR	2 BR	3 BR	4 BR	
Units	72	0	0	23	85	180
%	40%	0%	0%	13%	47%	100%
Beds	0	0	0	69	340	409
%	0%	0%	0%	17%	83%	100%
Residents*	144	0	0	138	680	962
%	15%	0%	0%	14%	71%	100%

Source: Calculated using proffers from June 5th Revision of rezoning application for 473 S Main St.
Table assumes that studios count as "0 bedroom" units, and thus do not count towards the proffered cap on bedrooms

*For purposes of illustration, residents are calculated as 2 occupants per bedroom (updated proffers do not impose constraints on number of residents per unit or bedroom)

Lindsey Building

From Brian Miller <[REDACTED]>
Date Thu 7/9/2026 8:48 AM
To CD Planning <CDPlanning@harrisonburgva.gov>

WARNING: External email. Be cautious when clicking on links or opening attachments.

To Whom it may Concern,

As a multi-generational resident and community member, I just wanted to voice my thoughts and feelings on the proposed housing at the Lindsey property.

My family has owned and operated the same farmland just north of the Harrisonburg City limits for well over 100 years. While I understand the growth we are facing as a city and county, I do not believe this is the correct location for such a property.

City and county residents already cannot access downtown the way we should. The enormous popularity of businesses downtown is fantastic and something we all should be grateful for, though it is not something we should take advantage of by adding more residents to that area. Downtown is already under equipped to handle what we have. The lack of parking is evidence to that. Adding another housing complex of this size, that close in proximity to downtown will effectively remove any chance locals have of visiting these businesses.

As much of a blessing to our local GDP as JMU is, if students are allowed housing in this proposed building downtown will become even more of a disaster than it already is during school months. Students unfortunately do not appreciate our city and surroundings as much as residents do and you can tell by other student housing that they do not take care of where they live. Downtown will become a trash zone. Students will overtake it more than they have and local residents will reject downtown more than they already do while JMU is in session.

It's also an unfortunate fact that our homeless population has increased because of Harrisonburg's push for "low income housing" (which most still cannot afford), and this has made our Downtown a haven for soliciting and drug use on the very street that is proposed to add yet more lower income housing. Harrisonburg should consider a remedy to that issue before they add another area that will downgrade the wonderful Mainstreet we have. The city has worked very hard to get downtown to the place it is now. Lets not throw the views and thriving businesses away for a random housing complex that we do not need.

Please consider some of this while this building is continually discussed. Residents have already spoken out against it, and in perfect Government fashion, the name was changed and size reduced just a tad to attempt to hide it from the community who already rejected it. Do not disregard the wants and needs of the current residents. They should come first. Do we need more housing? Yes. Absolutely. Just not a building like this downtown.

Thank you
Brian Miller
[REDACTED]



July 8, 2026 Planning Commission Meeting

Title

Consider a request to rezone at 435, 445, 457, 473, 483 & 495 South Main Street and 282, 288, 294 & 298 South Liberty Street — Thanh Dang, Community Development

Summary

Project name	The Lindsey (formerly The Link Apartments)
Address/Location	435, 445, 457, 473, 483 & 495 South Main Street and 282, 288, 294 & 298 South Liberty Street
Tax Map Parcels	25-J-2, 3, 4, 5, 6, 7, 15, 16, 17 and 18
Total Land Area	+/- 2.75-acres
Property Owner	Trenton Inc. and Bernard L C
Owner's Representatives	Timberwolf Capital Partners LLC and Clark and Bradshaw PC
Present Zoning	R-3, Medium Density Residential District
Proposed Zoning	B-1C, Central Business District Conditional
Planning Commission	July 9, 2025 (Invalid Public Hearing Date) March 11, 2026 (Public Hearing) July 8, 2026 (Public Hearing)
City Council	August 12, 2025 (Invalid First Reading/Public Hearing) April 28, 2026 (First Reading/Public Hearing/Tabled) Anticipated August 25, 2026 (First Reading/Public Hearing) Anticipated September 8, 2026 (Second Reading)

Recommendation

Staff recommend approval of the rezoning request.

Context & Analysis

The following land uses are located on and adjacent to the property:

- Site: Lindsey Funeral Home and vacant office building, zoned R-3
- North: City Hall, Turner Pavilion, parking lots, zoned B-1
- East: Across South Main Street, commercial properties, zoned B-1C and B-2C
- South: Harrisonburg Baptist Church, zoned R-3

West: Across South Liberty Street, residential uses, zoned R-3

The applicant is requesting to rezone a +/- 2.75-acre site consisting of 10 parcels from R-3, Medium Density Residential District to B-1C, Central Business District Conditional. If the request is approved, with recent proffer changes the applicant is now proposing to construct a four-story multi-family building consisting of a maximum of 180 units (which is about 65 units per acre), between 2,500 to 5,000 square feet of non-residential space, and a five-level parking garage consisting of a minimum of 320 off-street parking spaces.

Planning Commission and City Council have previously reviewed requests to rezone the subject property in 2025 and earlier this year. Most recently, on April 28, 2026, City Council tabled the request. Due to substantial revisions to the proffers by the applicant following the April 28th meeting, the rezoning request must return to Planning Commission for public hearing. Previous meeting minutes, staff memorandums, application materials, and public comments are available at the following links:

- July 9, and August 12, 2025 - <https://harrisonburg-va.legistar.com/LegislationDetail.aspx?ID=7507770&GUID=BCCA5060-6091-4F84-B392-674CDE97EBE5&Options=&Search=> and
- March 11 and April 28, 2026 - <https://harrisonburg-va.legistar.com/LegislationDetail.aspx?ID=7991334&GUID=05131103-00F1-40F8-BC7D-5007058D6DE2&Options=&Search=>.

Changes to Proffers

For the most up-to-date full list of proffers, please refer to the attached file “Applicant’s supporting documents,” which includes a document titled “Rezoning Request Proffer Statement.”

Since the April 28th City Council meeting, the applicant has amended proffers I.b., c., d., e., f., g., and h.; II. e.; III.a. b., c., d., and f.; IV.a.; and V.a..

The applicant has:

- Reduced the maximum number of dwelling units from 250 to 180 (Proffer I.b.),
- Reduced the maximum number of bedrooms from 555 to 440 (Proffer I.b.),
- Reduced the minimum number of studio or one-bedroom multi-family units from 110 to 72 (Proffer I.c.),
- Maintained the previously planned maximum number of four-bedroom units at 85 (Proffer I.d.),
- Reduced the proffered minimum number of structured parking spaces from 480 to 320 (Proffer III.a.),

- Reduced the proffered minimum number of electric vehicle charging stations from 14 to 10 (Proffer III.c.),
- Reduced the minimum number of secure indoor/covered bicycle storage spaces from 120 to 90 (Proffer III.d.), and
- Maintained the proffered minimum number of exterior bicycle parking spaces at 16 (Proffer III.d.).

In addition to the above details, the applicant has reduced the cash contributions for:

- Traffic-calming improvements from \$60,000 to \$45,000 (Proffer I.e.),
- Parking enforcement or enhancements from \$30,000 to \$22,500 (Proffer III.f.), and
- Affordable housing from \$93,738 to \$70,000 (Proffer V.a.).

The applicant describes the cash contribution reductions as “generally proportionate to the number of units and bedrooms proffered for the Project.”

Table 1, attached to this staff report, summarizes the evolution of the proffers specifically associated with the number of units and bedrooms and how they have changed throughout the different public hearings in August 2025, April 2026, and for July 2026.

With regard to building height, Proffer I.h. has been revised to restrict building height to 52-feet. Without this proffer, the B-1 district allows buildings and structures to be a maximum of 75-feet in height by right. The proffer also clarifies that building height will be measured from the midpoint of the curb along the Paul Street extension, consistent with the Zoning Ordinance’s methodology for measuring height from the curb of a public street, private street, or travelway in front of the building. Depending on how the site is graded, the building height measured from the ground may be taller on the northern side since height is measured from Paul Street. Existing ground contour data indicates an approximate 10-foot drop in elevation from the southern to northern side of the property. Additionally, Proffer I.h. allows rooftop structures such as solar panels, HVAC units and other mechanical equipment, and parapets to be up to 55 feet in height so long as those structures are screened from public view.

With regard to non-residential uses, the applicant has increased the proffered minimum square footage from 2,000 to 2,500 but retained the maximum of 5,000 square feet along the southeast corner of the building at the proposed Paul Street and South Main Street intersection (Proffer I.e.). The proffered 5,000-square-foot maximum reflects the largest non-residential space evaluated in the Traffic Impact Analysis.

The applicant previously proffered to restrict occupancy in a way that staff believed would be overly restrictive in certain circumstances for non-student living arrangements. Staff believes that shared housing scenarios for the City’s non-student population can at times make housing

attainable for some residents. In response to staff's concern, the applicant removed previous proffer I.f.

Also note the previously proffered Parking Agreement with the City to reserve up to 65 parking spaces for municipal/public uses in the parking garage has been removed.

While the language of Proffer I.a. has not changed, there are some changes to the Concept Plan referenced in that proffer. Previously, the parking deck was separate from the mixed-use building and the west and east courtyards were slightly larger. While the general locations and footprints of the parking deck and mixed-use building have not significantly changed as they are viewed from the public streets and from City Hall, the footprint of the mixed-use building has been expanded within the center of the development.

Land Use, Downtown 2040 Plan, and Housing Study

The applicant has stated they plan for a mixture of one-, two-, three-, and four-bedroom apartments. The revised proffers require a minimum of 72 one-bedroom units and continues to permit up to 85 four-bedroom units. Staff encourages developers to provide a balanced mix of bedrooms per unit so that such buildings can serve a variety of needs. There can be disadvantages to providing too many four-bedroom/four-bathroom units, which the applicant states is their intended design. Such designs typically best serve college students and can be difficult to accommodate for non-student users. However, staff continues to recognize the advantages of providing student housing in close and walkable proximity (about ¼-mile) to the JMU campus as well as to the downtown area. Providing college housing in such locations can help reduce daily vehicle trips on City streets—especially Reservoir Street and Port Republic Road, off of which many college students currently reside.

The Comprehensive Plan designates this site as Mixed Use and states:

The Mixed Use category includes both existing and proposed areas for mixed use. Mixed Use areas shown on the Land Use Guide map are intended to combine residential and non-residential uses in neighborhoods, where the different uses are finely mixed instead of separated. Mixed Use can take the form of a single building, a single parcel, a city block, or entire neighborhoods. Quality architectural design features and strategic placement of green spaces for large scale developments will ensure development compatibility of a mixed use neighborhood with the surrounding area. These areas are prime candidates for “live-work” and traditional neighborhood developments (TND). Live-work developments combine residential and commercial uses allowing people to both live and work in the same area. The scale and massing of buildings is an important consideration when developing in Mixed Use areas. Commercial uses would be expected to have an intensity equivalent to a Floor Area Ratio of at least 0.4, although the City does not measure

commercial intensity in that way. Downtown is an existing area that exhibits and is planned to continue to contain a mix of land uses.

The downtown Mixed Use area often has no maximum residential density, however, development should take into consideration the services and resources that are available (such as off-street parking) and plan accordingly. Residential density in Mixed Use areas outside of downtown should be around 24 dwelling units per acre, and all types of residential units are permitted: single-family detached, single-family attached (duplexes and townhomes), and multi-family buildings. Large scale developments, which include multi-family buildings are encouraged to include single-family detached and/or attached dwellings.

Staff continues to believe that the proposed uses, with the submitted proffers, generally conform with the Mixed Use area designation.

Additionally, the proposed development would support the Harrisonburg Downtown 2040 Plan goal to “Grow Downtown as a Neighborhood.” The development would further support the following two action items from the same plan:

- #16: Encourage mixed-use and residential development in key clusters (page 58) and
- #17: In the long-term, seek opportunities to add density and improve the urban design at key Downtown sites (page 58).

The Harrisonburg Downtown 2040 plan describes that “[w]hile the number of housing units and residents have grown Downtown, there is need for more housing to support local businesses.” Additionally, the subject property is within a key cluster area for potential residential development identified as “South Downtown.” The Harrisonburg Downtown 2040 plan is available at the following link: <https://www.harrisonburgva.gov/downtown-2040>.

The Comprehensive Housing Assessment and Market Study (Housing Study) identified that there is strong demand for expanding rental housing inventory at the lowest and highest income spectrum because the number of households in the lowest and highest income groups significantly exceed the number of housing units available for and affordable to them. The Housing Study is available at the following link: <https://www.harrisonburgva.gov/housing-study>.

James Madison University’s campus strategic plan

On April 24, 2026, the James Madison University (JMU) Board of Visitors endorsed the campus strategic plan (The Madison Promise, <https://www.jmu.edu/madison-promise/index.shtml>). The strategic plan states that JMU plans to grow overall enrollment and to build more on-campus housing to house approximately 60% of the students on campus by 2040. In a JMU Breeze article, President Jim Schmidt is quoted saying that “JMU currently only houses 28% of students” and

“[t]he goal is to build 1,000 beds per year for 10 years¹² Table 2 below summarizes current conditions and planned future conditions.

Table 2. Current and Future JMU enrollment, number of students on campus, and number of students off campus

	Current (Fall 2025)	Future (2040)	Change
JMU enrollment	23,157³ (Undergraduate & Graduate)	30,000⁴ (per draft JMU strategic plan)	+6,843 (30,000-23,157)
Students residing on Campus	6,484 (28% ⁵ of 23,157)	18,000 (if 60% of students live on campus per JMU strategic plan)	+11,516 (18,000-6,484) Or +10,000⁶
Students residing off Campus	16,673 (23,157-6,484)	12,000 (30,000-18,000)	-4,673 (12,000-16,671)

If JMU executes its recently proposed strategic plan targets by increasing the student population to 30,000 and housing 18,000 students on campus, the total number of JMU students residing off-campus would decline by roughly 4,673 students. Given this anticipated decline in the off-campus student population, staff questions the need for continued growth in off-campus student-oriented housing over the long term.

² Newsom, Alexa. “President Schmidt outlines strategic plan at SGA meeting.” *JMU Breeze*, March 11, 2026. https://www.breezejmu.org/news/president-schmidt-outlines-strategic-plan-at-sga-meeting/article_edcc8b9e-212c-4e61-90bd-74e8ed3d18b8.html.

³JMU Facts & Figures: <https://www.jmu.edu/about/fact-and-figures.shtml>, accessed on July 1, 2026

⁴ The published JMU strategic plan (The Madison Promise) website’s frequently asked questions page states a guidepost goal to “[g]row overall enrollment” (<https://www.jmu.edu/madison-promise/faqs.shtml#guideposts>). However, the website does not state a goal of 30,000 students by 2040, but this number was available in prior drafts (https://www.jmu.edu/pair/strategic-planning/docs/jmu_strategic_plan_final_draft_april2026.pdf).

⁵ Newsom, Alexa. “President Schmidt outlines strategic plan at SGA meeting.” *JMU Breeze*, March 11, 2026. https://www.breezejmu.org/news/president-schmidt-outlines-strategic-plan-at-sga-meeting/article_edcc8b9e-212c-4e61-90bd-74e8ed3d18b8.html.

⁶ Newsom, Alexa. “President Schmidt outlines strategic plan at SGA meeting.” *JMU Breeze*, March 11, 2026. https://www.breezejmu.org/news/president-schmidt-outlines-strategic-plan-at-sga-meeting/article_edcc8b9e-212c-4e61-90bd-74e8ed3d18b8.html.

Conclusion

As JMU increases its supply of university-managed housing, demand for off-campus student-oriented housing is expected to change. Staff believes that such changes will not affect all off-campus housing equally: student-oriented housing located further from campus may see a greater shift toward vacancy or non-student households, while student-oriented housing that is easily walkable to campus and that provides convenient access to services such as those located downtown, would be better positioned to continue having students reside there. For this reason, staff believes the subject site is among the more appropriate locations in the City for student-oriented housing. Its proximity to campus and downtown supports walkability and may help reduce reliance on personal vehicles compared to student housing located further away and in less accessible areas.

Staff also recognizes that the geographic distribution of student-oriented housing is an important community policy question that extends beyond this rezoning request. As JMU's housing strategy advances and off-campus demand patterns shift, the community will need to consider where student-oriented housing is most appropriate, where broader community housing needs should be prioritized, and how those decisions align with future land use and other City and community goals. Staff believe that discussion would be best addressed through a focused initiative on that topic.

In conclusion, staff believes rezoning the property to B-1C has more advantages than disadvantages and it generally conforms with the City's Comprehensive Plan and the Harrisonburg Downtown 2040 Plan.

Staff recommends approval of the rezoning request.

Options

1. Recommend approval of the rezoning request.
2. Recommend denial of the rezoning request.

Attachments

- Table 1. Comparison of Proffered Number of Units and Bedrooms
- Site maps
- Applicant's supporting documents
- Public comments received prior to 12noon July 2, 2026

NOTICE OF PUBLIC HEARING

The Harrisonburg City Council will hold public hearings in the City Council Chambers, 409 South Main Street, Harrisonburg, VA on Tuesday, August 25, 2026, at 7:00 p.m., to consider the following:

Rezoning – 435, 445, 457, 473, 483 & 495 South Main Street and 282, 288, 294 & 298 South Liberty St (R-3 to B-1C) (The Lindsey, formerly The Link)

A request from Trenton Inc. and Bernard LC to rezone a +/- 2.75-acre property from R-3, Medium Density Residential District to B-1C, Central Business District Conditional. The property is addressed as 435, 445, 457, 473, 483 & 495 South Main Street and 282, 288, 294 & 298 South Liberty Street and is identified as tax map parcels 25-J-2, 3, 4, 5, 6, 7, 15, 16, 17 and 18.

Applications and other information are available for review by contacting the Department of Community Development, 409 South Main Street, Monday through Friday, 8:00 a.m. to 5:00 p.m. Please call (540) 432-7700 to obtain a copy by email or by appointment. More information is available at www.harrisonburgva.gov/public-hearings. Interested parties will be able to attend the meeting and to watch the meeting on Public Education Government Channel 1072, and the City's website at www.harrisonburg-va.legistar.com/Calendar.aspx.

Publication dates:

Wednesday, August 12, 2026

Wednesday, August 19, 2026

STATE OF VIRGINIA
CITY OF HARRISONBURG, to with:

I, Pamela Ulmer, city clerk, certify that the Harrisonburg City Council will be addressed on Tuesday, August 25, 2026, at 7:00 p.m., or as soon as the agenda permits, to consider the following:

Rezoning – 435, 445, 457, 473, 483 & 495 South Main Street and 282, 288, 294 & 298 South Liberty St (R-3 to B-1C) (The Lindsey, formerly The Link)

A request from Trenton Inc. and Bernard LC to rezone a +/- 2.75-acre property from R-3, Medium Density Residential District to B-1C, Central Business District Conditional. The property is addressed as 435, 445, 457, 473, 483 & 495 South Main Street and 282, 288, 294 & 298 South Liberty Street and is identified as tax map parcels 25-J-2, 3, 4, 5, 6, 7, 15, 16, 17 and 18.

Applications and other information are available for review by contacting the Department of Community Development, 409 South Main Street, Monday through Friday, 8:00 a.m. to 5:00 p.m. Please call (540) 432-7700 to obtain a copy by email or by appointment. More information is available at www.harrisonburgva.gov/public-hearings. Interested parties will be able to attend the meeting and to watch the meeting on Public Education Government Channel 1072, and the City's website at www.harrisonburg-va.legistar.com/Calendar.aspx.

Given under my hand this _____ day of July, 2026

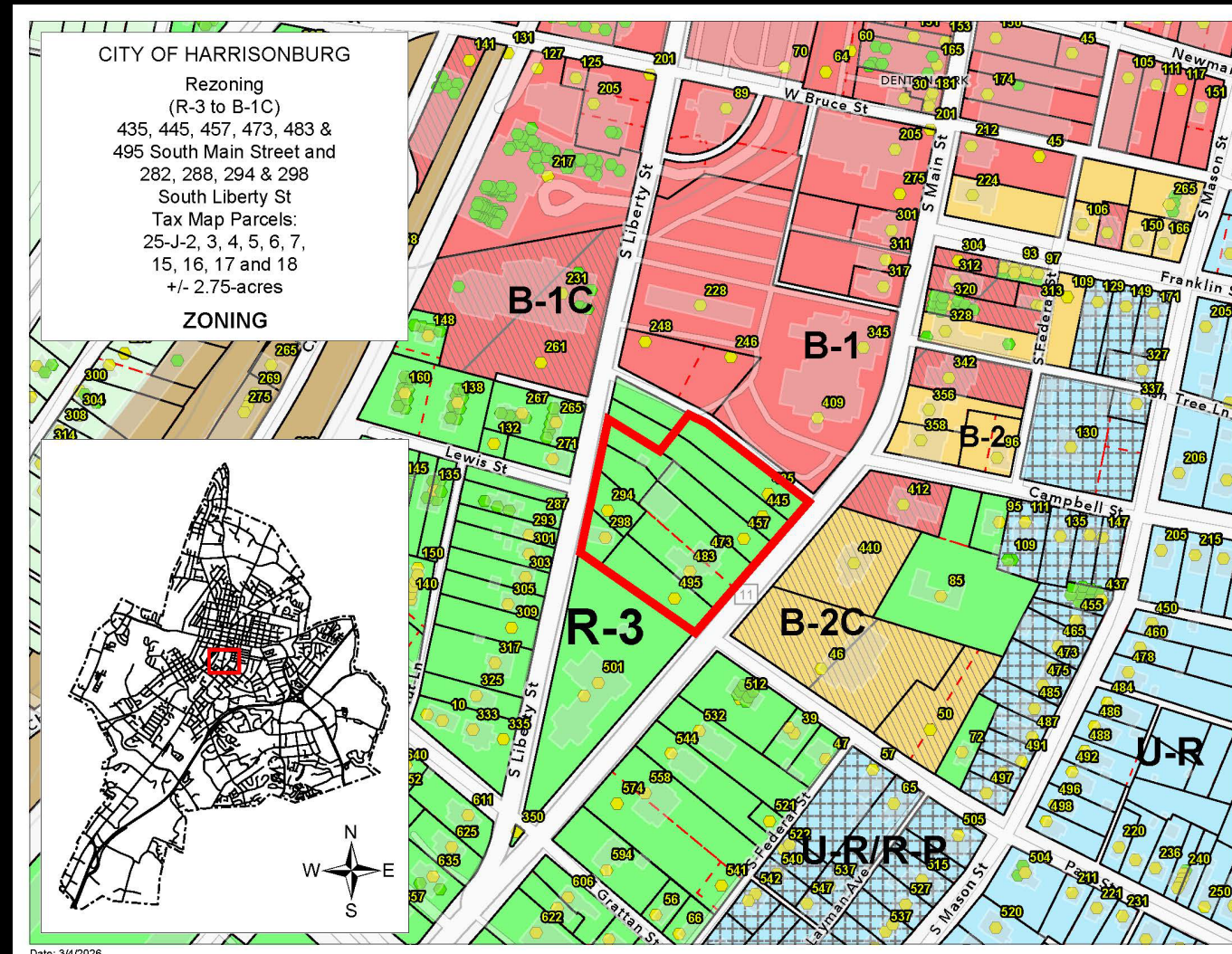
City Clerk

Subscribed and sworn to before me this _____ day of July 2026 a Notary Public in and for the Commonwealth of Virginia.

Notary

My commission expires _____

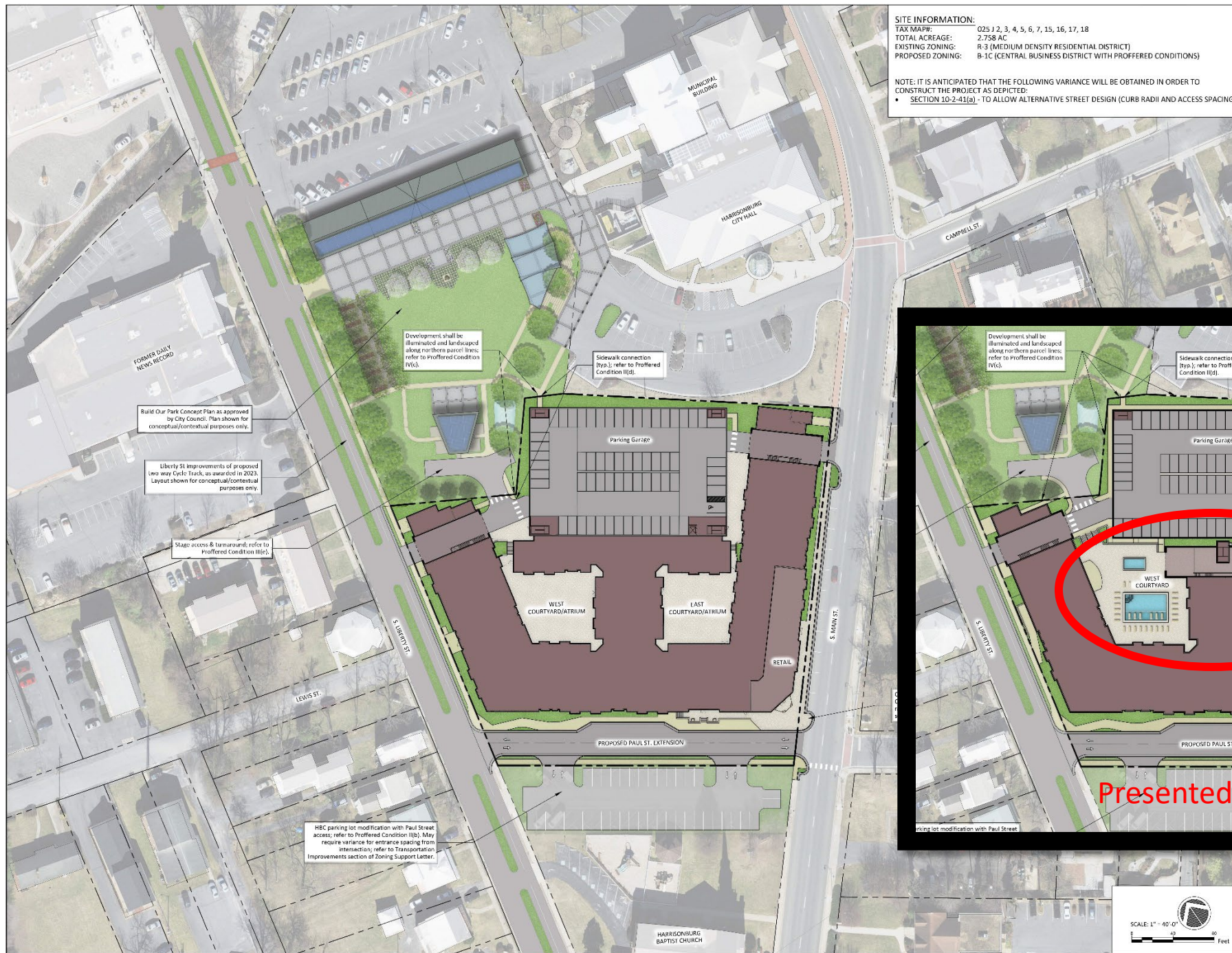
Rezoning – S Main St & S Liberty St The Lindsey (R-3 to B-1C)





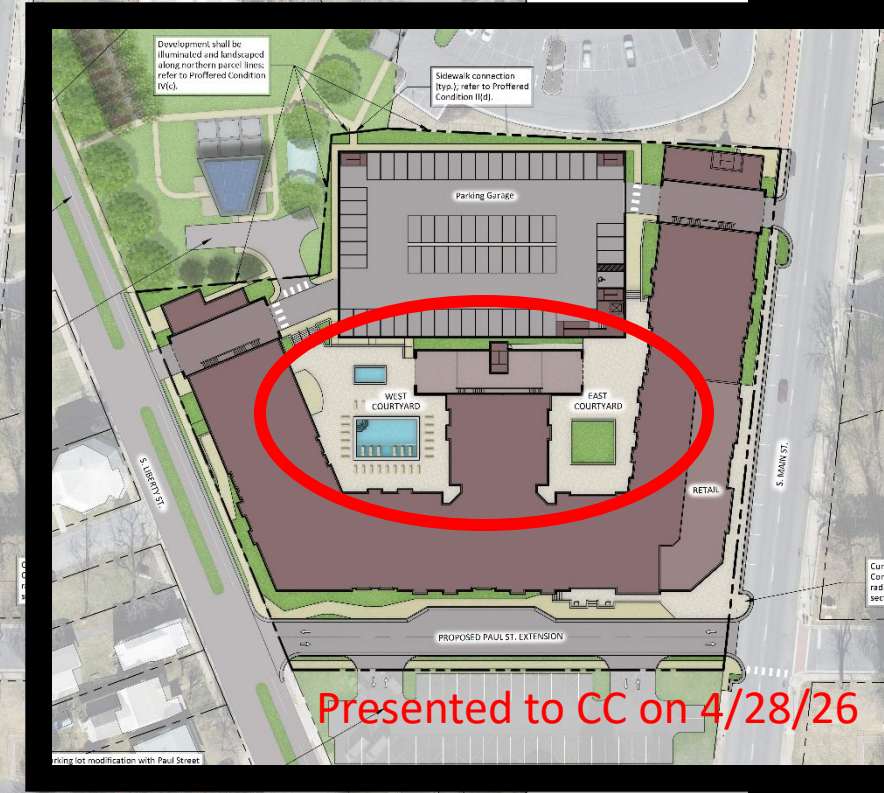




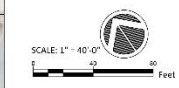


SITE INFORMATION:
TAX MAP: 02512, 3, 4, 5, 6, 7, 15, 16, 17, 18
TOTAL ACREAGE: 2.758 AC
EXISTING ZONING: R-3 (MEDIUM DENSITY RESIDENTIAL DISTRICT)
PROPOSED ZONING: B-1C (CENTRAL BUSINESS DISTRICT WITH PROFFERED CONDITIONS)

NOTE: IT IS ANTICIPATED THAT THE FOLLOWING VARIANCE WILL BE OBTAINED IN ORDER TO CONSTRUCT THE PROJECT AS DEPICTED:
• SECTION 10-2-41(a) - TO ALLOW ALTERNATIVE STREET DESIGN (CURB RADI AND ACCESS SPACING)



Presented to CC on 4/28/26



CONCEPT PLAN	
Project number:	24024C
Date:	JUN 01, 2026
Drawn by:	GP
Checked by:	SOR

Proffers

- I. Development Standards
- II. Transportation Improvements
- III. Parking/Access Improvements
- IV. Amenities
- V. Implementation

Proffer Amendments

	April 2026		July 2026	
	Units	Bedrooms	Units	Bedrooms
Total Units and Bedrooms	Proffered a maximum of 250 units	Proffered a maximum of 555 bedrooms	Proffered a maximum of 180 units	Proffered a maximum of 440 bedrooms
1-bedroom or Studio	Proffered a minimum of 110 1-bedroom units	Equal to 110 bedrooms (This is 20% of the maximum 555 bedrooms proffered)	Proffered a minimum of 72, 1-bedroom units	Equal to 72 bedrooms (This is 16% of the maximum 440 bedrooms proffered)
4-bedroom	Proffered a maximum of 85, 4-bedroom units	Equal to 340 bedrooms (This is 61% of the maximum 555 bedrooms proffered)	Proffered a minimum of 85, 4-bedroom units	Equal to 340 bedrooms (This is 77% of the maximum 440 bedrooms proffered)
2- & 3-bedroom	If the proffered minimum 1-bedroom /studio and maximum 4-bedroom units are constructed, then 22-35 units could be 2- or 3-bedrooms	If the proffered minimum 1-bedroom /studio and maximum 4-bedroom units are constructed, then 105 bedrooms could be within 2- and 3-bedroom units (This is 19% of the maximum 555 bedrooms proffered)	If the proffered minimum 1-bedroom/studio and maximum 4-bedroom units are constructed, then 9 to 14 units could be 2- or 3-bedrooms	If the proffered minimum 1-bedroom /studio and maximum 4-bedroom units are constructed, then 28 bedrooms could be within 2- or 3-bedroom units (This is 6% of the maximum 440 bedrooms proffered)

Proffer Amendments

- Reduced minimum number of structured parking spaces from 480 to 320
- Reduced minimum number of electric vehicle charging stations from 14 to 10
- Reduced minimum number of secure indoor/covered bicycle storage spaces from 120 to 90
- Maintained minimum number of exterior bicycle parking spaces at 16
- Reduced cash contributions for
 - Traffic-calming improvements from \$60,000 to \$45,000
 - Parking enforcement or enhancements from \$30,000 to \$22,500
 - Affordable housing from \$93,738 to \$70,000

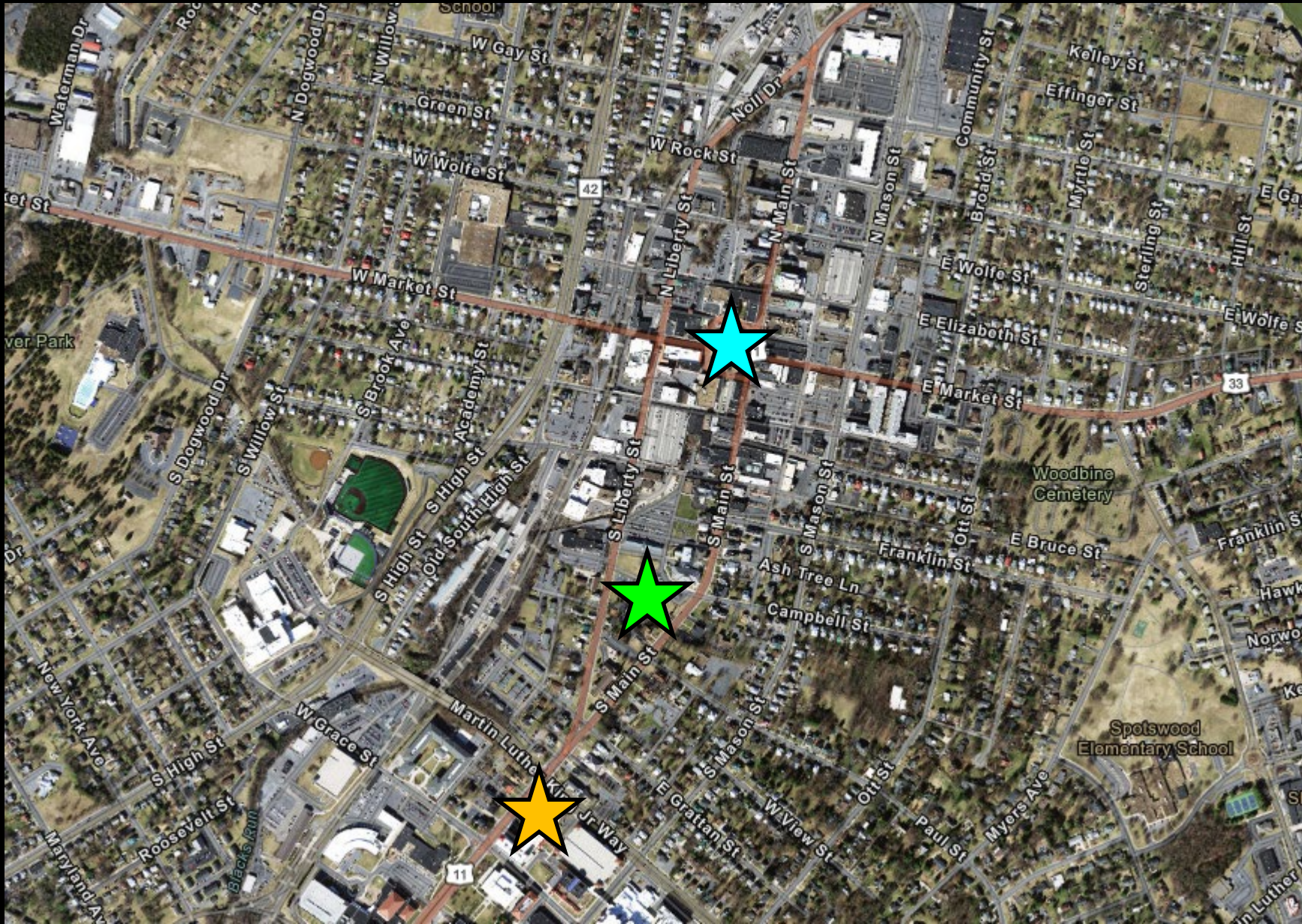
Proffer Amendments

- Reduced maximum building height from 75-feet to 52-feet
 - Rooftop structures can be 55-feet if screened

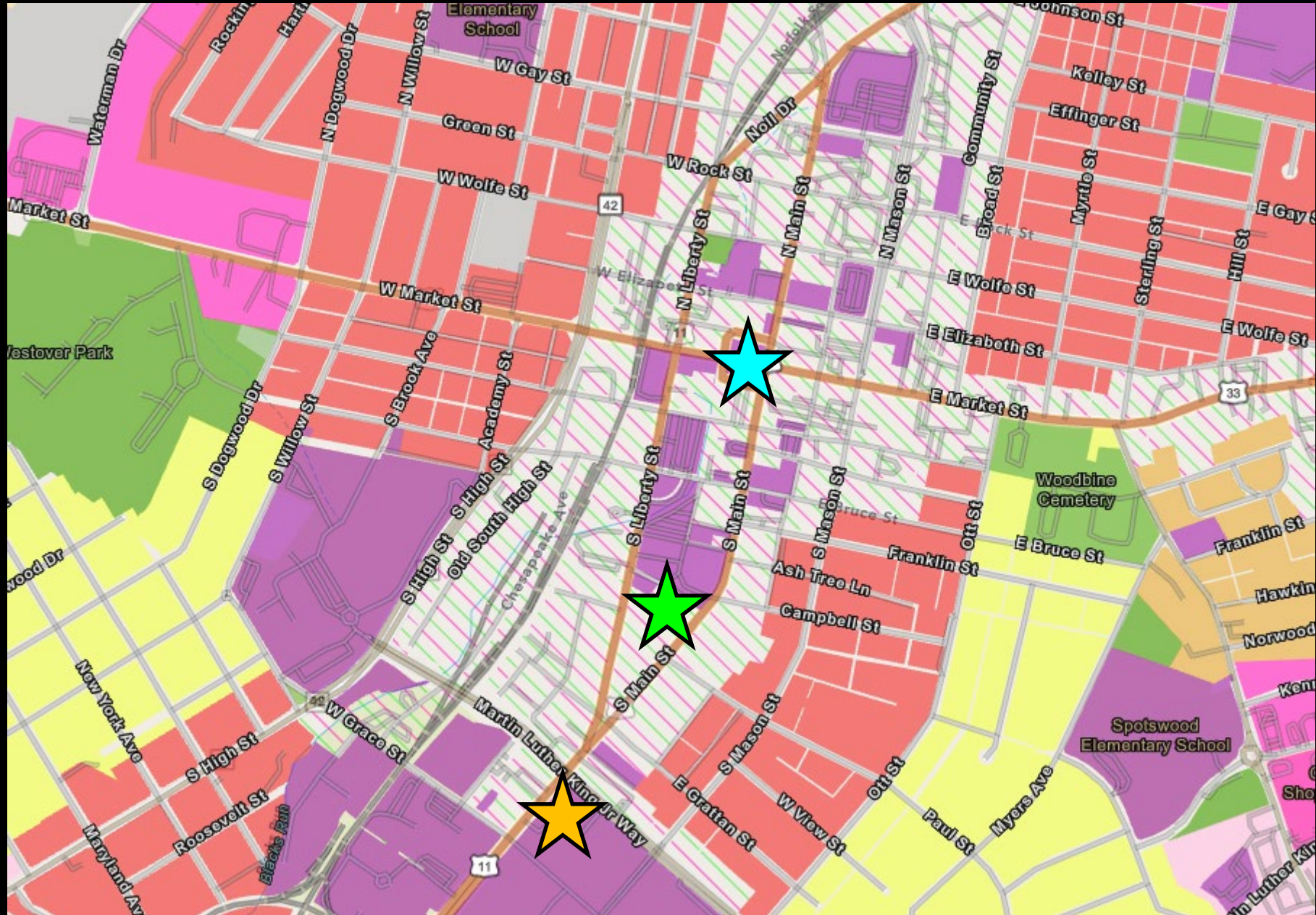


Proffer Amendments

- Changed the minimum square footage of non-residential uses from 2,000 to 2,500 square feet and retained maximum 5,000 square feet
- Removed occupancy restrictions
- Removed Parking Agreement with the City



2018 Comprehensive Plan – Land Use Guide

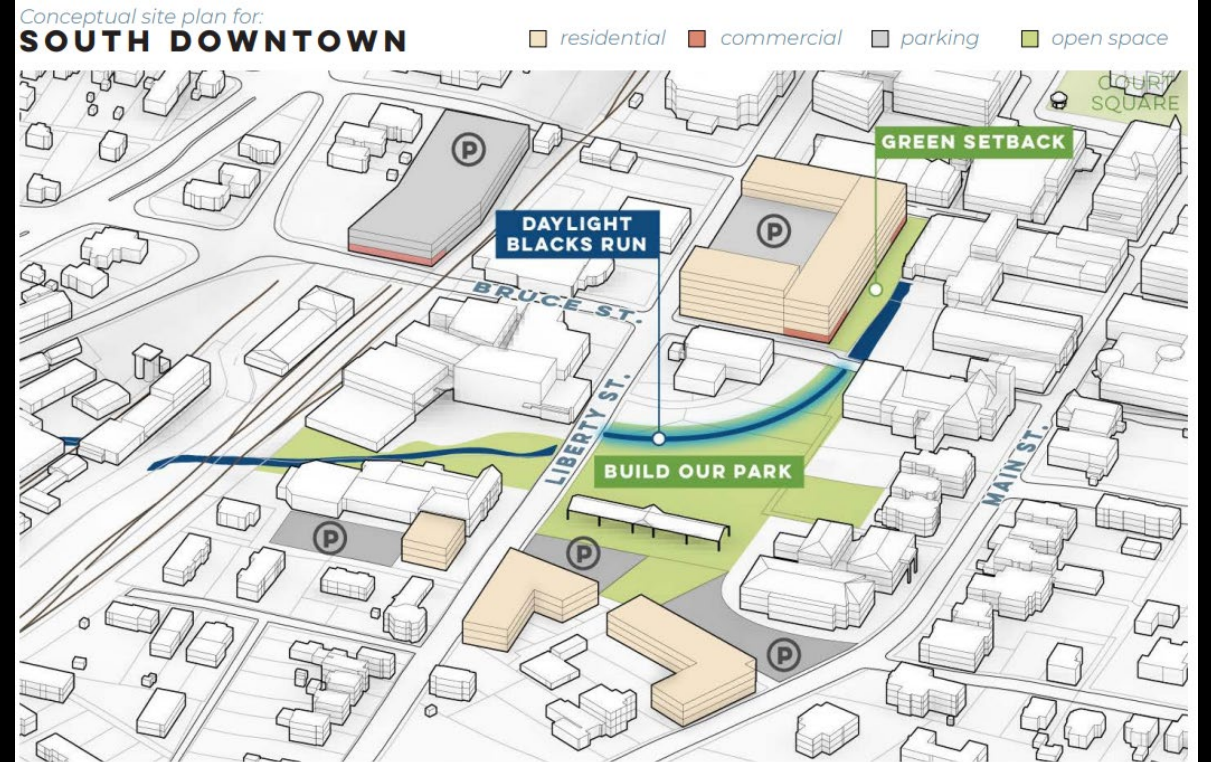


Harrisonburg Downtown 2040 Plan

POTENTIAL RESIDENTIAL DEVELOPMENT



GROW DOWNTOWN AS A NEIGHBORHOOD



16

Encourage mixed-use and residential development in key clusters of currently underutilized space

17

In the long-term, seek opportunities to add density and improve the urban design at key Downtown sites

JMU Campus Strategic Plan

	Current (Fall 2025)	Future (2040)	Change
JMU enrollment	23,157 (Undergraduate & Graduate)	30,000 (per draft JMU strategic plan)	+6,843 (30,000-23,157)
Students residing on Campus	6,484 (28% of 23,157)	18,000 (if 60% of students live on campus per JMU strategic plan)	+11,516 (18,000-6,484) Or +10,000
Students residing off Campus	16,673 (23,157-6,484)	12,000 (30,000-18,000)	-4,673 (12,000-16,673)

Recommendation

Staff recommends approval of the rezoning request.

Fwd: Webform submission from: Agenda Comment Form

From Michael E. Parks <Michael.Parks@harrisonburgva.gov>

Date Tue 8/25/2026 2:50 PM

To Amy E. Snider <Amy.Snider@harrisonburgva.gov>

Begin forwarded message:

From: "City of Harrisonburg, VA" <noreply@harrisonburgva.gov>

Date: August 25, 2026 at 2:49:05 PM EDT

To: "Michael E. Parks" <Michael.Parks@harrisonburgva.gov>, "Pamela S. Ulmer" <Pamela.Ulmer@harrisonburgva.gov>, Thanh Dang <Thanh.Dang@harrisonburgva.gov>

Subject: Webform submission from: Agenda Comment Form

Reply-To: "City of Harrisonburg, VA" <noreply@harrisonburgva.gov>

WARNING: External email. Be cautious when clicking on links or opening attachments.

Submitted on Tue, 08/25/2026 - 14:48

Submitted values are:

Name

William Conley Jr

Type of Meeting

Harrisonburg City Council

Date of Upcoming Meeting

2026-08-25

Agenda Item Number

6a Rezoning South Mian and South Liberty

Comment

I am writing to oppose the rezoning of the Lindsey property on South Main and South Liberty.

77% of the bedrooms in the proposed building will be in 4 bedroom apartments suited to college students.

This will not resolve the housing shortage for young professionals, other singles, and senior citizens.

The developer may need this mix to make a profit, but Harrisonburg can do better to serve its citizens.

Thank you for your consideration.

William H. Conley Jr
495 S Mason

Would you like to be contacted by city staff?

Yes

If you would like to be contacted, please provide preferred contact information

william.h.conley.jr@gmail.com

7579517495

FW: Webform submission from: Agenda Comment Form

From Michael E. Parks <Michael.Parks@harrisonburgva.gov>

Date Tue 8/25/2026 9:57 AM

To Amy E. Snider <Amy.Snider@harrisonburgva.gov>

Michael Parks, MPIO

Director of Communications & Public Engagement

Michael.Parks@HarrisonburgVA.gov

City Manager's Office
409 South Main Street
Harrisonburg, VA 22801

540-432-7701 ■ Office
540-432-7778 ■ Fax
540-476-3038 ■ Cell



www.HarrisonburgVA.gov

From: noreply@harrisonburgva.gov <noreply@harrisonburgva.gov>

Sent: Tuesday, August 25, 2026 9:56 AM

To: Michael E. Parks <Michael.Parks@harrisonburgva.gov>; Pamela S. Ulmer <Pamela.Ulmer@harrisonburgva.gov>; Thanh Dang <Thanh.Dang@harrisonburgva.gov>

Subject: Webform submission from: Agenda Comment Form

WARNING: External email. Be cautious when clicking on links or opening attachments.

Submitted on Tue, 08/25/2026 - 09:56

Submitted values are:

Name

Bronson Griscom

Type of Meeting

Harrisonburg City Council

Date of Upcoming Meeting

2026-08-25

Agenda Item Number

Comment

Mayor and Members of City Council,

I write in support of the requested rezoning of the +/- 2.75-acre property at 435–495 South Main Street and 282–298 South Liberty Street from R-3 to B-1C, to be heard this evening.

I am an environmental scientist by training and profession. I am a resident of Harrisonburg (Franklin St homeowner) and I hold a PhD in environmental science.

The environmental case for downtown high density is not close. Housing that is not built downtown is built somewhere — and in the Shenandoah Valley that somewhere is farmland, woodlot, and karst recharge area at the city's edge. Every unit accommodated on 2.75 acres near Main Street is a unit not accommodated on acres of county greenfield. The benefits compound: less impervious surface per household and therefore less stormwater loading on our streams; shorter trips and a larger share of them walked, biked, or taken by transit; lower per-capita energy use in attached construction; and a regional landscape that stays intact rather than fragmenting into subdivisions and connector roads.

The civic case is equally strong. Downtown density puts people within walking distance of storefronts, the farmers market, and each other. Foot traffic sustains small local businesses. A downtown with residents at night is safer and more alive than one that empties at five. And housing supply near jobs and campus relieves pressure on the older neighborhoods where students and long-term residents now compete for the same limited stock.

Approving this higher density development is change, and change is often difficult. But this change is good. It's good for our environment, good for addressing our housing needs, good for local businesses, and good for our civic and community spirit. This is good for Harrisonburg. I urge you to approve the rezoning.

Respectfully,

Bronson Griscom, PhD
Harrisonburg, Virginia

Would you like to be contacted by city staff?

Yes

If you would like to be contacted, please provide preferred contact information

bronsongriscom@gmail.com

5409089040

FW: Webform submission from: Agenda Comment Form

From Michael E. Parks <Michael.Parks@harrisonburgva.gov>

Date Tue 8/25/2026 10:00 AM

To Amy E. Snider <Amy.Snider@harrisonburgva.gov>

Michael Parks, MPIO

Director of Communications & Public Engagement

Michael.Parks@HarrisonburgVA.gov

City Manager's Office
409 South Main Street
Harrisonburg, VA 22801

540-432-7701 ■ Office
540-432-7778 ■ Fax
540-476-3038 ■ Cell



www.HarrisonburgVA.gov

From: noreply@harrisonburgva.gov <noreply@harrisonburgva.gov>

Sent: Tuesday, August 25, 2026 9:59 AM

To: Michael E. Parks <Michael.Parks@harrisonburgva.gov>; Pamela S. Ulmer
<Pamela.Ulmer@harrisonburgva.gov>; Thanh Dang <Thanh.Dang@harrisonburgva.gov>

Subject: Webform submission from: Agenda Comment Form

WARNING: External email. Be cautious when clicking on links or opening attachments.

Submitted on Tue, 08/25/2026 - 09:59

Submitted values are:

Name

Bronson Griscom

Type of Meeting

Harrisonburg City Council

Date of Upcoming Meeting

2026-08-25

Agenda Item Number

Comment

Mayor and Members of City Council,

I write in support of the requested rezoning of the +/- 2.75-acre property at 435–495 South Main Street and 282–298 South Liberty Street from R-3 to B-1C, to be heard this evening.

I am an environmental scientist by training and profession. I am a resident of Harrisonburg (Franklin St homeowner) and I hold a PhD in environmental science.

The environmental case for downtown high density is not close. Housing that is not built downtown is built somewhere — and in the Shenandoah Valley that somewhere is farmland, woodlot, and karst recharge area at the city's edge. Every unit accommodated on 2.75 acres near Main Street is a unit not accommodated on acres of county greenfield. The benefits compound: less impervious surface per household and therefore less stormwater loading on our streams; shorter trips and a larger share of them walked, biked, or taken by transit; lower per-capita energy use in attached construction; and a regional landscape that stays intact rather than fragmenting into subdivisions and connector roads.

The civic case is equally strong. Downtown density puts people within walking distance of storefronts, the farmers market, and each other. Foot traffic sustains small local businesses. A downtown with residents at night is safer and more alive than one that empties at five. And housing supply near jobs and campus relieves pressure on the older neighborhoods where students and long-term residents now compete for the same limited stock.

Approving this higher density development is change, and change is often difficult. But this change is good. It's good for our environment, good for addressing our housing needs, good for local businesses, and good for our civic and community spirit. This is good for Harrisonburg. I urge you to approve the rezoning.

Respectfully,

Bronson Griscom, PhD
Harrisonburg, Virginia

Would you like to be contacted by city staff?

Yes

If you would like to be contacted, please provide preferred contact information

bronsongriscom@gmail.com

5409089040

Fwd: Webform submission from: Agenda Comment Form

From Michael E. Parks <Michael.Parks@harrisonburgva.gov>

Date Sun 8/23/2026 9:12 AM

To Amy E. Snider <Amy.Snider@harrisonburgva.gov>; Brian Vandenberg
<Brian.Vandenberg@harrisonburgva.gov>

Pam asked that I forward these to you

Begin forwarded message:

From: "City of Harrisonburg, VA" <noreply@harrisonburgva.gov>

Date: August 22, 2026 at 11:55:43 PM EDT

To: "Michael E. Parks" <Michael.Parks@harrisonburgva.gov>, "Pamela S. Ulmer"
<Pamela.Ulmer@harrisonburgva.gov>, Thanh Dang <Thanh.Dang@harrisonburgva.gov>

Subject: Webform submission from: Agenda Comment Form

Reply-To: "City of Harrisonburg, VA" <noreply@harrisonburgva.gov>

WARNING: External email. Be cautious when clicking on links or opening attachments.

Submitted on Sat, 08/22/2026 - 23:55

Submitted values are:

Name

Christopher Tipton

Type of Meeting

Harrisonburg City Council

Date of Upcoming Meeting

2026-08-25

Agenda Item Number

6.a

Comment

Please approve this request for rezoning. Housing is desperately needed in Harrisonburg, and nothing would serve our downtown better than the shared-use building that is now

known as The Lindsey. Preventing these types of dense housing will only push people to live further in the suburbs and surrounding county, resulting in a smaller tax-base for the city with an increase in traffic and parking congestion. The only way to reduce traffic is to provide residents - be they college students, young families, or retirees - with alternatives to owning a private vehicle, and having homes within walking and biking distances of JMU, restaurants, and public K-12 schools is a necessary component to do so.

My family struggled to find a home within walking distance of our child's school and downtown for over 2 years due to a shortage of homes. Please don't allow current opposition to this project act as a veto against our future neighbors.

Would you like to be contacted by city staff?

No

FW: Webform submission from: Agenda Comment Form

From Michael E. Parks <Michael.Parks@harrisonburgva.gov>

Date Mon 8/24/2026 11:27 AM

To Amy E. Snider <Amy.Snider@harrisonburgva.gov>; Brian Vandenberg
<Brian.Vandenberg@harrisonburgva.gov>

Michael Parks, MPIO

Director of Communications & Public Engagement

Michael.Parks@HarrisonburgVA.gov

City Manager's Office
409 South Main Street
Harrisonburg, VA 22801

540-432-7701 Office
540-432-7778 Fax
540-476-3038 Cell



www.HarrisonburgVA.gov

From: noreply@harrisonburgva.gov <noreply@harrisonburgva.gov>

Sent: Monday, August 24, 2026 11:27 AM

To: Michael E. Parks <Michael.Parks@harrisonburgva.gov>; Pamela S. Ulmer
<Pamela.Ulmer@harrisonburgva.gov>; Thanh Dang <Thanh.Dang@harrisonburgva.gov>

Subject: Webform submission from: Agenda Comment Form

WARNING: External email. Be cautious when clicking on links or opening attachments.

Submitted on Mon, 08/24/2026 - 11:26

Submitted values are:

Name

Mike Miriello

Type of Meeting

Harrisonburg City Council

Date of Upcoming Meeting

2026-08-25

Agenda Item Number

The Link/Lindsey

Comment

Why I Support The Lindsey

Mike Miriello — City Council Public Hearing, August 25, 2026

My name is Mike Miriello. I own a marketing firm on West Bruce Street, and I happen to live in Old Town. I walk and bike to work most days. I supported this project when it was called The Link, and I'm here supporting it now that it's called The Lindsey.

The part I keep coming back to...

Affordability is what most people here care about on both sides of the debate. Nobody is here asking for higher rents. The disagreement is about whether this building helps.

I believe it does.

Harrisonburg has one of the tightest rental markets in Virginia. When almost nothing is available, every opening becomes a bidding war, and the people who lose those are the ones with the least room to bid. The 24-year-old in a first job. The people working the service jobs that keep downtown running. Families trying to stay in the town they grew up in.

When 180 units come online, the people who fill them mostly aren't arriving from somewhere else. They already live here, competing for something else, and when they move they leave that behind for the next person to rent. That's the mechanism. It isn't fast and it isn't dramatic, but it's how a tight market gets a little bit of air in it.

What downtown gets in Return

The Lindsey puts roughly 400 residents within a five-minute walk of every storefront on Main Street. People who buy coffee on a Tuesday morning in February. People who pick up dinner on the way home in July, when nobody else is out. That's a steady customer base instead of a seasonal one, and it's the single most useful thing we could hand our small businesses right now.

The rest of what comes with it:

About \$75 million in private investment, none of it ours

\$470,000+ a year in new tax revenue from 2.75 acres that generate a fraction of that today

5,000 square feet of ground-floor retail on Main Street

\$70,000 into the Affordable Housing Fund, the maximum the city's guidelines allow

\$45,000 for traffic calming and \$22,500 for parking enforcement

320 parking spaces, 10 EV chargers, and 106 bike spaces

Construction work for local trades while it's going up, and permanent jobs in the retail space when it opens

Where I Stand

I understand the instinct to hold out for something better. I run a business and I want the perfect version of everything.

But while we wait, our own people are leaving. Not for Richmond. They're moving out into the county, to Staunton, 30 and 40 minutes down the road, because that's where they can afford to live. Then they drive back in every morning to work here. We are exporting our workforce and importing traffic, and

we do it a little more every year that nothing gets built.

I've always said don't let perfect be the enemy of good.

But I don't think this project is good. I think it's great. Great for downtown, great for the tax base, great for the people who want to live in this city and can't find a door to walk through.

So let's not let perfect be the enemy of great.

Mike Miriello
Harrisonburg, VA

Would you like to be contacted by city staff?

Yes

If you would like to be contacted, please provide preferred contact information

mike.miriello@tdcmarketing.com

540-414-6733



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ORD 26-019, **Version:** 1

Subject:

Consider a request to amend the Zoning Ordinance to create a new term and definition for "poultry hatchery"

Presented By: Adam Fletcher, Department of Community Development

Consider amending Section 10-3-24, Definitions, to add a new term and definition for "poultry hatchery" and to amend and Section 10-3-96(22), Uses permitted by right, to add poultry hatcheries as a by-right use in the M-1, General Industrial District.



September 8, 2026 City Council Meeting

Title

Consider a request to amend the Zoning Ordinance related to Poultry Hatcheries – Planning Commission and Adam Fletcher, Community Development

Summary

Zoning Ordinance Sections	Amend Sections 10-3-24 and 10-3-96
Purpose	To add a new term and definition for “poultry hatchery” and to add poultry hatcheries as a by-right use in the M-1, General Industrial District
Applicant	City of Harrisonburg
Planning Commission	August 12, 2026 (Public Hearing)
City Council	September 8, 2026 (First Reading/Public Hearing) Anticipated September 22, 2026 (Second Reading)

Recommendation

Option 1. Staff and Planning Commission (6-0) recommend approval of the Zoning Ordinance amendments.

Context & Analysis

In February 2026, City Council approved Zoning Ordinance (ZO) amendments that established definitions for “meat processing and storage facility” and “poultry processing and storage facility.” The amendments also added poultry processing and storage facility as a by right use in the M-1, General Industrial District, and added meat processing and storage facility as a use allowed only by special use permit (SUP) in the same district.

The amendment created the opportunity for someone to be able to establish a new meat processing and storage facility with the approval of a SUP while also creating a pathway for a nonconforming meat processing facility to become conforming through the same process. Staff worked with the applicant to develop the new definitions in a way that distinguished poultry processing from other types of meat processing, consistent with the long-standing interpretation of the ZO that poultry processing in the M-1 district is allowed by right. When drafting the amendments, staff did not

address standalone poultry hatcheries and unintentionally made poultry hatcheries a nonconforming use, as they were outside the scope of the previous application.

After becoming aware of this issue, staff began work on a new amendment to codify the long-standing interpretation that a poultry hatchery is also a by right use in the M-1 district and provide a definition for poultry hatcheries. This amendment will clarify that poultry hatcheries are allowed by-right in the M-1 district. Staff worked with the Virginia Poultry Federation to identify three operational hatcheries within City limits; which are all located within the M-1 District:

- George's Hatchery: 410 Stone Spring Road, Harrisonburg, VA 22801
- George's Hatchery: 1620 South Main Street, Harrisonburg, VA 22801
- Cargill Hatchery: 1724 Country Club Road, Harrisonburg, VA 22802

Copies of the drafted amendment and definition were shared with the President of the Virginia Poultry Federation, Hobey Bauhan. No concerns were raised regarding the proposed changes.

Staff recommends approval of the ZO amendments.

Options

1. Approve the Zoning Ordinance amendments.
2. Approve the Zoning Ordinance amendments with modifications.
3. Deny the Zoning Ordinance amendments.

Attachments

1. Extract from Planning Commission
2. Current Ordinance Reflecting Recommended Amendments
3. Locations of existing hatcheries according to Virginia Poultry Federation

**ORDINANCE AMENDING SECTIONS OF TITLE 10 – PLANNING AND
DEVELOPMENT, CHAPTER 3. – ZONING, THE CODE OF ORDINANCES CITY OF
HARRISONBURG, VIRGINIA**

Be it ordained by the Council of the City of Harrisonburg, Virginia:

Section 10-3-24. - Definitions shall be amended as shown:

Poultry Hatchery: A facility or use where fertilized eggs of poultry are incubated and hatched into live poultry. The use may include accessory activities directly related to hatching, including egg handling, candling, sorting, sexing, vaccination, temporary holding, and the packaging, shipment, or distribution of live hatchlings. The term does not include slaughtering, evisceration, rendering, or the processing of poultry or poultry products for human consumption.

Section 10-3-96. - Uses permitted by right shall be amended as shown:

Sec. 10-3-96. - Uses permitted by right.

(22) Poultry processing and storage facilities, ~~and~~ and poultry hatcheries.

The remainder of each Section is reaffirmed and reenacted in its entirety, except as hereby modified.

This ordinance shall be effective from the _____ day of _____, 2026. Adopted and approved this _____ day of _____, 2026.

MAYOR

ATTESTE:

CITY CLERK

Existing Poultry Hatchery Operation

Cargill Hatchery 1724 Country Club Road Harrisonburg, VA 22802

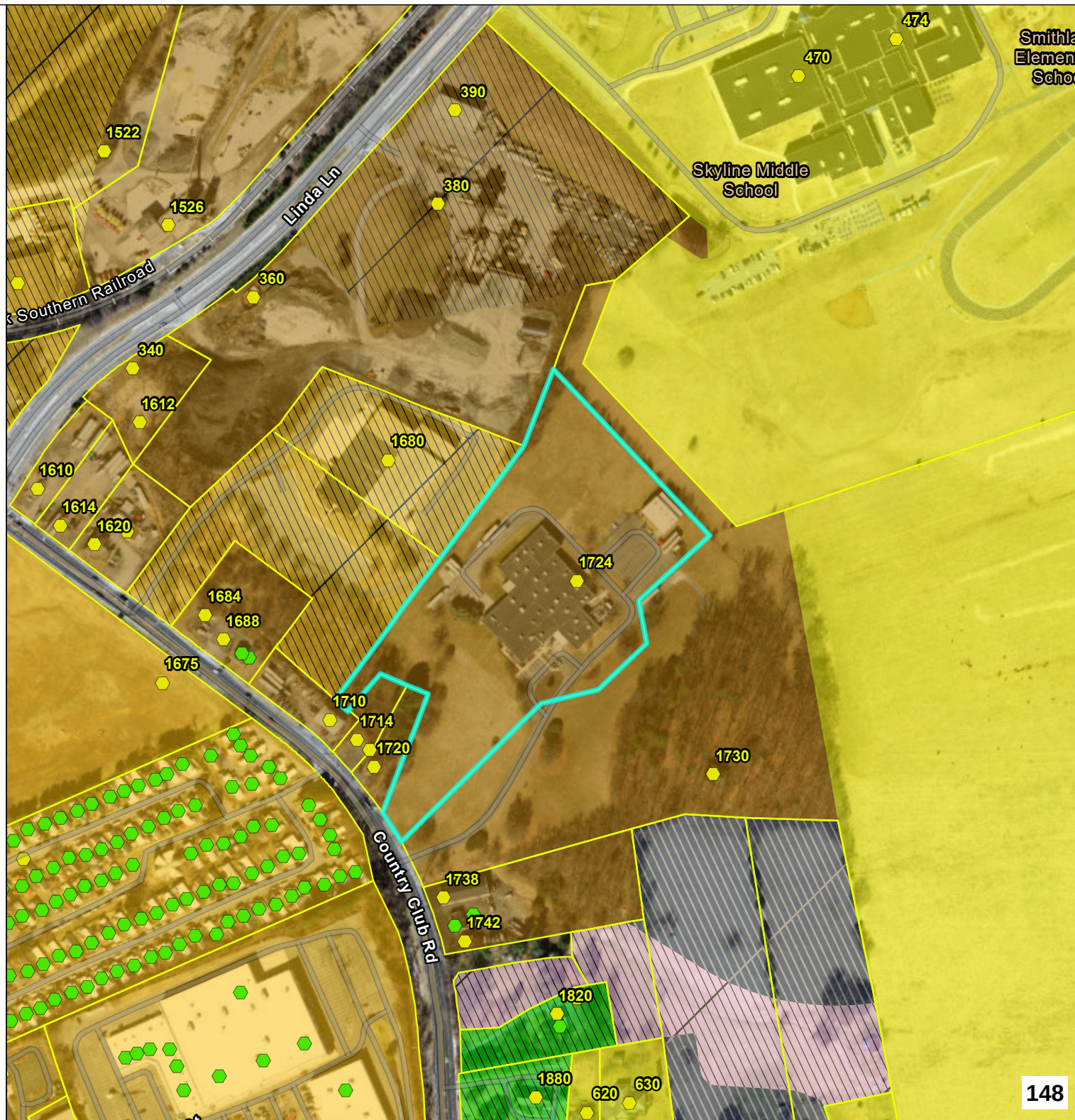
-  Apt/Unit/Suite: Active
-  Base Address: Active
-  Real Estate and Ownership



Existing Poultry Hatchery Operation

Cargill Hatchery 1724 Country Club Road Harrisonburg, VA 22802

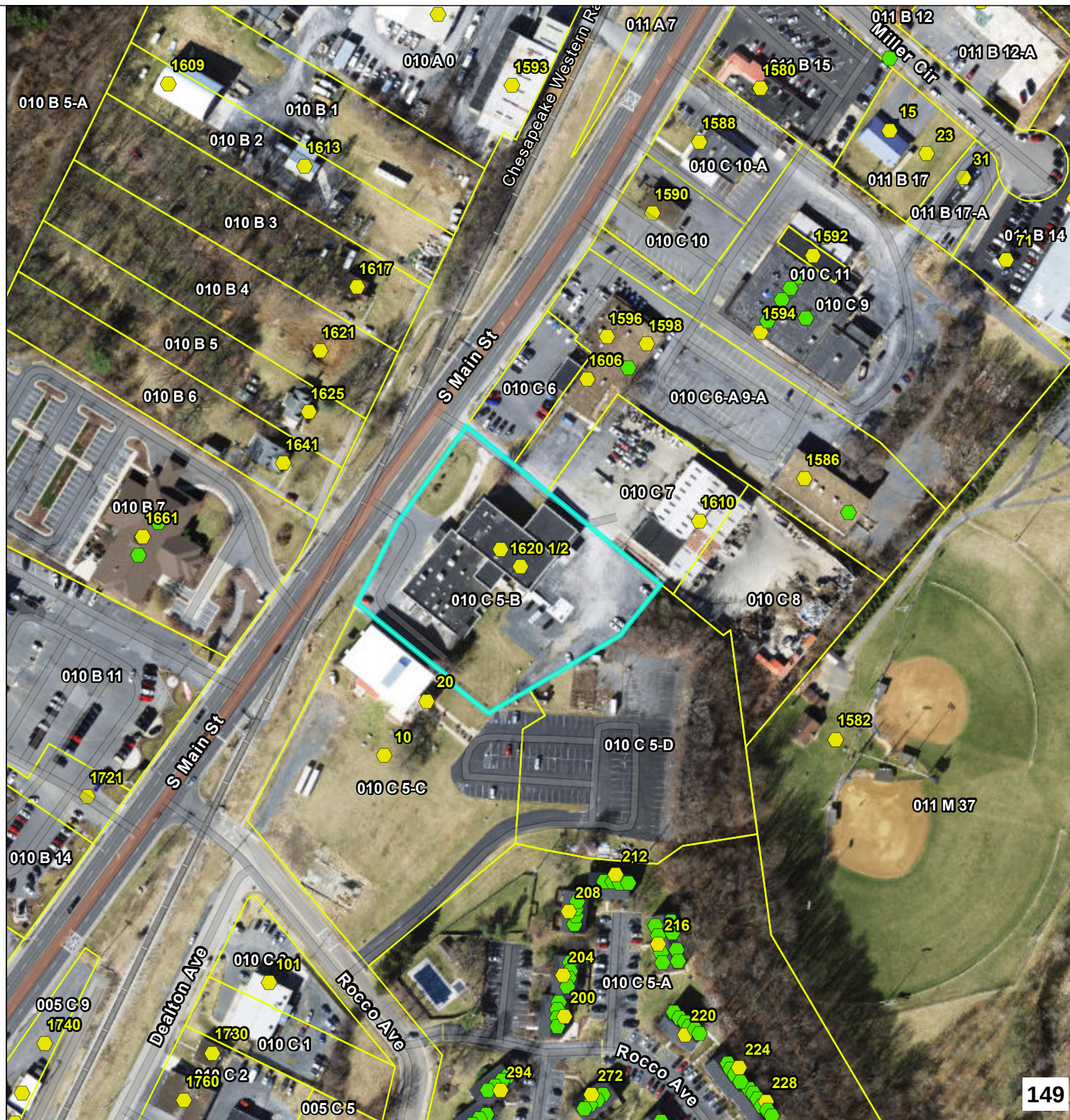
-  Apt/Unit/Suite: Active
-  Base Address: Active
-  Real Estate and Ownership
-  B-2
-  B-2C
-  M-1
-  M-1C
-  R-1
-  R-3C
-  R-5C
-  R-8C



Existing Poultry Hatchery Operation

George's Hatchery 1620 South
Main Street Harrisonburg, VA
22801

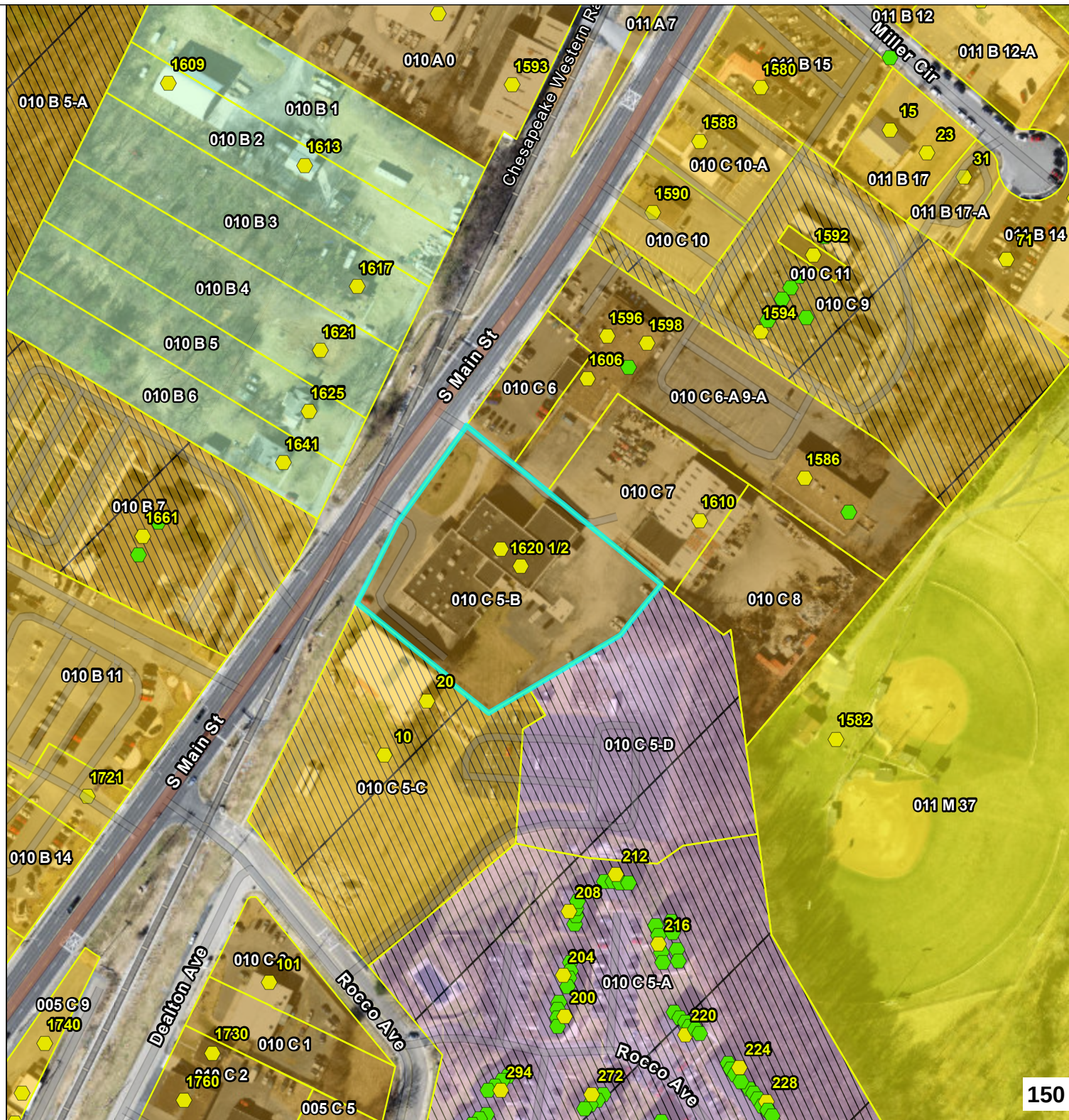
-  Apt/Unit/Suite: Active
-  Base Address: Active
-  Real Estate and Ownership



Existing Poultry Hatchery Operation

George's Hatchery 1620 South
Main Street Harrisonburg, VA
22801

-  Apt/Unit/Suite: Active
-  Base Address: Active
-  Real Estate and Ownership
-  B-2
-  B-2C
-  M-1
-  R-1
-  R-2
-  R-5C



Existing Poultry Hatchery Operation

George's Hatchery 410 Stone
Spring Road Harrisonburg, VA
22801

-  Apt/Unit/Suite: Active
-  Base Address: Active
-  Real Estate and Ownership



Existing Poultry Hatchery Operation

George's Hatchery 410 Stone
Spring Road Harrisonburg, VA
22801

- Apt/Unit/Suite: Active
- Base Address: Active
- Real Estate and Ownership
- B-2
- B-2C INSTITUTIONAL OVERLAY
- M-1
- R-1
- R-3
- R-3C
- R-5C





August 12, 2026 Planning Commission Meeting

Title

Consider a request to amend the Zoning Ordinance related to Poultry Hatcheries – Tyler Blanks, Zoning Administrator

Summary

Zoning Ordinance Sections	Amend Sections 10-3-24 and 10-3-96
Purpose	To add a new term and definition for “poultry hatchery” and to add poultry hatcheries as a by-right use in the M-1, General Industrial District
Applicant	City of Harrisonburg
Planning Commission	August 12, 2026 (Public Hearing)
City Council	Anticipated September 8, 2026 (First Reading/Public Hearing) Anticipated September 22, 2026 (Second Reading)

Recommendation

Option 1. Recommend approval of the Zoning Ordinance amendments.

Context & Analysis

In February 2026, City Council approved Zoning Ordinance (ZO) amendments that established definitions for “meat processing and storage facility” and “poultry processing and storage facility.” The amendments also added poultry processing and storage facility as a by right use in the M-1, General Industrial District, and added meat processing and storage facility as a use allowed only by special use permit (SUP) in the same district.

The amendment created the opportunity for someone to be able to establish a new meat processing and storage facility with the approval of a SUP while also creating a pathway for a nonconforming meat processing facility to become conforming through the same process. Staff worked with the applicant to develop the new definitions in a way that distinguished poultry processing from other types of meat processing, consistent with the long-standing interpretation of the ZO that poultry processing in the M-1 district is allowed by right. When drafting the amendments, staff did not address standalone poultry hatcheries and unintentionally made poultry hatcheries a nonconforming use, as they were outside the scope of the previous application.

After becoming aware of this issue, staff began work on a new amendment to codify the long-standing interpretation that a poultry hatchery is also a by right use in the M-1 district and provide a definition for poultry hatcheries. This amendment will clarify that poultry hatcheries are allowed by-right in the M-1 district. Staff worked with the Virginia Poultry Federation to identify three operational hatcheries within City limits; which are all located within the M-1 District:

- George's Hatchery: 410 Stone Spring Road, Harrisonburg, VA 22801
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- Cargill Hatchery: 1724 Country Club Road, Harrisonburg, VA 22802

Copies of the drafted amendment and definition were shared with the President of the Virginia Poultry Federation, Hobey Bauhan. No concerns were raised regarding the proposed changes.

Staff recommends approval of the ZO amendments.

Options

- Recommend approval of the Zoning Ordinance amendments.
- Recommend approval of the Zoning Ordinance amendments with modifications.
- Recommend denial of the Zoning Ordinance amendments.

Attachments

1. Current Ordinance Reflecting Recommended Amendments
2. Locations of existing hatcheries according to Virginia Poultry Federation



CITY OF HARRISONBURG COMMUNITY DEVELOPMENT

409 SOUTH MAIN STREET, HARRISONBURG, VA 22801

OFFICE (540) 432-7700 • FAX (540) 432-7777

August 31, 2026

**TO THE MEMBERS OF CITY COUNCIL
CITY OF HARRISONBURG, VIRGINIA**

SUBJECT: *Consider a request to amend the Zoning Ordinance related to Poultry Hatcheries*

**EXTRACT FROM THE DRAFT MINUTES OF HARRISONBURG PLANNING
COMMISSION MEETING HELD ON:** August 12, 2026

Chair Baugh read the request and asked staff to review.

In February 2026, City Council approved Zoning Ordinance (ZO) amendments that established definitions for “meat processing and storage facility” and “poultry processing and storage facility.” The amendments also added poultry processing and storage facility as a by right use in the M-1, General Industrial District, and added meat processing and storage facility as a use allowed only by special use permit (SUP) in the same district.

The amendment created the opportunity for someone to be able to establish a new meat processing and storage facility with the approval of a SUP while also creating a pathway for a nonconforming meat processing facility to become conforming through the same process. Staff worked with the applicant to develop the new definitions in a way that distinguished poultry processing from other types of meat processing, consistent with the long-standing interpretation of the ZO that poultry processing in the M-1 district is allowed by right. When drafting the amendments, staff did not address standalone poultry hatcheries and unintentionally made poultry hatcheries a nonconforming use, as they were outside the scope of the previous application.

After becoming aware of this issue, staff began work on a new amendment to codify the long-standing interpretation that a poultry hatchery is also a by right use in the M-1 district and provide a definition for poultry hatcheries. This amendment will clarify that poultry hatcheries are allowed by-right in the M-1 district. Staff worked with the Virginia Poultry Federation to identify three operational hatcheries within City limits; which are all located within the M-1 District:

- George's Hatchery: 410 Stone Spring Road, Harrisonburg, VA 22801
- George's Hatchery: 1620 South Main Street, Harrisonburg, VA 22801
- Cargill Hatchery: 1724 Country Club Road, Harrisonburg, VA 22802

Copies of the drafted amendment and definition were shared with the President of the Virginia Poultry Federation, Hobey Bauhan. No concerns were raised regarding the proposed changes.

Staff recommends approval of the ZO amendments.

Councilmember Dent said I have a question about what the poultry industry calls table eggs. Is that considered poultry processing? For example, if a hen is laying eggs to be packaged and sold in the grocery store, is that included? I do not think there is any such use in the City, but just in case that arises.

Mr. Blanks said no, I am not aware of that being present in the City. Perhaps it is something that we would be able to amend if we felt it was needed, if it came up.

Councilmember Dent said I remember Hobey Bauhan, the Director of the Virginia Poultry Federation, saying that we do not generally produce table eggs in this area. That was the first I had heard that phrase. He said it is clearly a distinction from these hatcheries that are meant to produce live poultry as opposed to eggs for the grocery store.

Mr. Blanks said we did coordinate with the Virginia Poultry Federation on these changes. We provided Mr. Bauhan the text of the ordinance in advance to see if he had any commentary. He did not have any comments and was supportive of the change.

Councilmember Dent said as long as you checked with him, you are okay.

Mr. Blanks said yes.

Chair Baugh asked if there were any more questions for staff. Hearing none, he opened the public hearing and asked if there was anyone in the room or on the phone wishing to speak to the request. Hearing none he closed the public hearing and opened the matter for discussion.

Commissioner Jezior said it seems pretty straightforward, just correcting the change we made before that excluded it. I am good.

Councilmember Dent said it is more that, once we started defining and adding another definition.

Commissioner Jezior said problems arise that you do not expect.

Councilmember Dent said maybe someday table eggs will emerge. Who knows?

Commissioner Kettler said move to recommend approval of the zoning ordinance amendments.

Councilmember Dent said second.

Chair Baugh called for a roll call vote.

Commissioner Kettler	Aye
Vice-Chair Porter	Aye
Commissioner Seitz	Aye
Commissioner Jezior	Aye
Councilmember Dent	Aye
Chair Baugh	Aye

The motion to recommend approval of the zoning ordinance amendment passed (6-0). The recommendation will move forward to City Council on September 8, 2026.

AI, specifically ClerkMinutes and GovAI, was used to assist in the development of this content. All content has been reviewed and approved by human oversight.

NOTICE OF PUBLIC HEARING

The Harrisonburg City Council will hold public hearings in the City Council Chambers, 409 South Main Street, Harrisonburg, VA on Tuesday, September 8, 2026, at 7:00 p.m., to consider the following:

Special Use Permit – 387 Monticello Avenue (To allow short-term rental in R-1)

A request from Caitlin Denbigh for a special use permit per Section 10-3-34(7) of the Zoning Ordinance to allow a short-term rental in the R-1 Single-Family Residential District. The +/- 10,154-square-foot property is addressed as 387 Monticello Avenue and is identified as tax map parcel 26-Q-13.

Special Use Permit – 291 West Wolfe Street and 336 West Market Street (To allow recreational and leisure time activities in M-1)

A request from VG Harrisonburg Storage LLC for a special use permit per Section 10-3-97(10) of the Zoning Ordinance to allow for recreational and leisure time activities, which may include non-transient dwelling units in the M-1 General Industrial District. The +/- 5.35-acre property is addressed as 291 West Wolfe Street and 336 West Market Street and is identified as tax map parcel 35-R-23.

Zoning Ordinance Amendment – To create a new term and definition for “poultry hatchery” and to add poultry hatcheries as a by right use in M-1

Consider amending Section 10-3-24, Definitions, to add a new term and definition for “poultry hatchery” and to amend and Section 10-3-96(22), Uses permitted by right, to add poultry hatcheries as a by-right use in the M-1, General Industrial District.

Comprehensive Plan Amendment – To incorporate the Northeast Neighborhood Small Area Plan

Consider amending the 2018 Comprehensive Plan, last updated on June 14, 2022, to incorporate the Northeast Neighborhood Small Area Plan as Appendix A. A copy of the small area plan is available at: <https://www.harrisonburgva.gov/community-connectors>.

Applications and other information are available for review by contacting the Department of Community Development, 409 South Main Street, Monday through Friday, 8:00 a.m. to 5:00 p.m. Please call (540) 432-7700 to obtain a copy by email or by appointment. More information is available at www.harrisonburgva.gov/public-hearings. Interested parties will be able to attend the meeting and to watch the meeting on Public Education Government Channel 1072, and the City’s website at www.harrisonburg-va.legistar.com/Calendar.aspx.

Publication dates:

Wednesday, August 26, 2026

Wednesday, September 2, 2026

STATE OF VIRGINIA
CITY OF HARRISONBURG, to with:

I, Pamela Ulmer, city clerk, certify that the Harrisonburg City Council will be addressed on Tuesday, September 8, 2026, at 7:00 p.m., or as soon as the agenda permits, to consider the following:

Special Use Permit – 387 Monticello Avenue (To allow short-term rental in R-1)

A request from Caitlin Denbigh for a special use permit per Section 10-3-34(7) of the Zoning Ordinance to allow a short-term rental in the R-1 Single-Family Residential District. The +/- 10,154-square-foot property is addressed as 387 Monticello Avenue and is identified as tax map parcel 26-Q-13.

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Consider amending Section 10-3-24, Definitions, to add a new term and definition for “poultry hatchery” and to amend and Section 10-3-96(22), Uses permitted by right, to add poultry hatcheries as a by-right use in the M-1, General Industrial District.

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Applications and other information are available for review by contacting the Department of Community Development, 409 South Main Street, Monday through Friday, 8:00 a.m. to 5:00 p.m. Please call (540) 432-7700 to obtain a copy by email or by appointment. More information is available at www.harrisonburgva.gov/public-hearings. Interested parties will be able to attend the meeting and to watch the meeting on Public Education Government Channel 1072, and the City’s website at www.harrisonburg-va.legistar.com/Calendar.aspx.

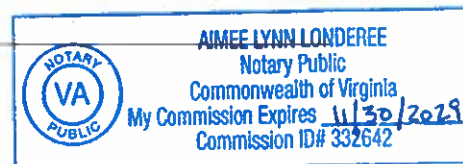
Given under my hand this 14 day of August, 2026


 City Clerk

Subscribed and sworn to before me this 14th day of August, 2026 a Notary Public in and for the Commonwealth of Virginia.


 Notary

My commission expires 10/30/2029



TERESA L BAYES
PO BOX 224
HARRISONBURG VA 22803

LARGENT DOUGLAS A
3296 HILL GAP RD
BRIDGEWATER VA 22812

CPR LLC
PO BOX 1584
HARRISONBURG VA 22803

TRISSEL LARRY D CATARINA W
3748 PETER PAUL LN
DAYTON VA 22821

CRAWFORD JAMES ROBERT
REBECCA B
105 N BROOK AVE
HARRISONBURG VA 22802

WILLIAM SCOTT SIMMONS
5536 MT CLINTON PIKE
HARRISONBURG VA 22802

JOHN ALLEN BOWMAN II
146 CLOVER HILL RD
DAYTON VA 22821

JOSUE N HERNANDEZ OVIEDO
263 W WOLFE ST
HARRISONBURG VA 22802

W ELIZABETH LLC
451 OTT ST
HARRISONBURG VA 22801

SHOWALTER CLINT
389 W MARKET ST
HARRISONBURG VA 22801

EMILY A NAVA
314 W WOLFE ST
HARRISONBURG VA 22802

COMER RAMAH JENN
270 W WOLFE ST
HARRISONBURG VA 22802

JJCARMON L C
700 IMBODEN RD
MT CRAWFORD VA 22841

JASMINE MARIE BRICKEY & PRICE
MCCURRY CRENSHAW
85 N BROOK AVE
HARRISONBURG VA 22802

SIMMONS ROGER D PATRICIA T
221 LOEWNER LA
HINTON VA 22831

BOITNOTT MARY P
55 N BROOK AVE
HARRISONBURG VA 22802

SESTRY LLC
3207 MALLARD DR
BRIDGEWATER VA 22812

VG HARRISONBURG STORAGE LLC
2601 SOUTH BAY SHORE DR SUITE
1720
MIAMI FL 33133

MORTENSON MATTHEW M
405 W MARKET ST
HARRISONBURG VA 22801

BENTZ MARK B
95 VALLEY VIEW DR
MT SIDNEY VA 24467

RACHEL LANCTOT & JORDAN
SHETLER
422 W WOLFE ST
HARRISONBURG VA 22801

TAMMY T MAY
19264 BERGTON RD
BERGTON VA 22811

ISRAEL MUNOZ RAMIREZ & BLANCA
ALAS ALFARO
65 N BROOK AVE
HARRISONBURG VA 22802

SHIPP KATHLEEN A
95 N BROOK AVE
HARRISONBURG VA 22802

AMANDA MARIE STATON
284 W ELIZABETH ST
HARRISONBURG VA 22802

133 N HIGH LLC
3829 BEACH DOWN DR
CHANTILLY VA 20151

SHELNUTT THOMAS HAMILTON
JANICE
7584 STONEY LICK RD
MT CRAWFORD VA 22841

JOYA PEDRO ANTONIO REINA
ELIZABETH
20 S BROOK AVE
HARRISONBURG VA 22801

NELSON TORRICO
365 W MARKET ST
HARRISONBURG VA 22801

WASEEM AFRIDI
495 FREDERICK RD
ROCKINGHAM VA 22801

HOWARTH KATE S PARAG P SHETH
8625 MCHENRY ST
VIENNA VA 22180

MONGER JOHN H IV
1020 IMBODEN RD
MT CRAWFORD VA 22841

HIMARK LLC
202 N LIBERTY ST STE 101
HARRISONBURG VA 22802

SHOMO ELLEN L REVOCABLE TRUST
 426 OTT ST
 HARRISONBURG VA 22802

CAITLIN DENBIGH
 387 MONTICELLO AVE
 HARRISONBURG VA 22801

MCARDLE JANICE F
 370 MONTICELLO AVE
 HARRISONBURG VA 22801

MATTHEW J SCHMUFF & KATHERINE
 E SCHMUFF
 438 OTT ST
 HARRISONBURG VA 22801

JOHN PATRICK LOCKHART TR
 MARILYN SHRUM LOCKHART TR &
 LOCKHART FAMILY TRUST
 8846 BATESVILLE RD
 AFTON VA 22920
 MARKOWITZ EDWIN POWELL
 270 CIRCLE VIEW RD
 LURAY VA 22835

HUGHES BENJAMIN J SARAH A
 391 MONTICELLO AVE
 HARRISONBURG VA 22801

MCCARTY DAVID G JUDITH ANN
 POTEPAN
 366 MONTICELLO AVE
 HARRISONBURG VA 22801

Zoning Ordinance Amendment

Poultry Hatcheries



- In February 2026, City Council approved an amendment establishing definitions for “meat processing and storage facilities” and “poultry processing and storage facilities,” and added a new use category for those uses in the M-1 district.
- When drafting the amendments, staff did not address standalone poultry hatcheries, and unintentionally made poultry hatcheries a nonconforming use as they were outside the scope of the application.
- The intent of this amendment is to codify the long-standing interpretation that a poultry hatchery is a by right use in the M-1 district and to provide a definition that distinguishes between a hatchery and other poultry related facilities. This will clarify that these facilities are not considered nonconforming.

Poultry Processing and Storage Facility – Definition

Recently Adopted Term and Definition:

Poultry processing and storage facility: A building used for the slaughter and processing of poultry or fowl. May include temporary storage of poultry outside the principal building and onsite storage facilities for distribution of processed poultry.

Poultry Hatchery – Definition

Proposed New Term and Definition:

Poultry Hatchery: A facility or use where fertilized eggs of poultry are incubated and hatched into live poultry. The use may include accessory activities directly related to hatching, including egg handling, candling, sorting, sexing, vaccination, temporary holding, and the packaging, shipment, or distribution of live hatchlings. The term does not include slaughtering, evisceration, rendering, or the processing of poultry or poultry products for human consumption.

- Poultry Hatcheries would be permitted by right in the M-1, General Industrial District by amending subsection (22).

(22) Poultry processing and storage facilities, and poultry hatcheries.

- This will clarify that activities associated poultry hatcheries (either integrated with a processing facility or standalone) are permitted in the M-1 district without the need for a SUP.
- Staff has identified three operational hatcheries within City limits; which are all located within the M-1 district.

Recommendation

Staff and Planning Commission (6-0) recommends approval of the Zoning Ordinance amendment.



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-306, **Version:** 1

Subject:

Consider a supplemental appropriation for the carryover and reappropriation of prior year encumbrances and unexpended grants, and for the appropriation of new grant awards in the amount of \$22.1 million

Presented By: City Staff

These supplemental appropriation requests will carryover and reappropriate outstanding prior year encumbrances in the amount of \$12,012,105.42, unexpended prior year grant awards in the amount of \$8,850,700.76 and new grant awards in the amount of \$1,223,813.00. These total \$22,086,619.18.

These supplemental appropriations represent an increase of over 1% of the total city budget. Code of Virginia Section 15.2-2507 requires a public hearing for budget amendments that exceed 1% of the budget.



September 8, 2026 City Council Meeting

Title

Consider a supplemental appropriation for the carryover and reappropriation of prior year encumbrances and unexpended grants, and for the appropriation of a new grant award — Larry Propst, Department of Finance

Summary

This supplemental appropriation request will appropriate a total of \$22,086,619.18 for carryover encumbrances, prior year grants and new grants.

Recommendation

Option 1. Approve the supplemental appropriation.

Fiscal Impact

This supplemental appropriation will increase the city budget by \$22,086,619.18.

Context & Analysis

The following are the three different supplemental appropriation requests:

Carryover Encumbrances. At the end of Fiscal Year 2026 there were outstanding encumbrances for purchase orders which were issued prior to June 30, 2026. These purchase orders were carried forward to the new Fiscal Year 2027 budget; however, the budgeted funds lapsed at June 30, 2026. The purchase orders were for goods and/or services which were contracted for but not received prior to June 30, 2026. This request includes both the City and School Board's outstanding encumbrances. These total \$12,012,105.42.

Carryover Unexpended Grants. Several departments and the School Board were awarded grant funds in the prior fiscal year(s) that were unexpended as of June 30, 2026. These total \$8,850,700.76.

New Grants. The City was awarded a \$1,223,813 Virginia Housing Workforce Housing Investment Program grant through the Virginia Housing Development Authority.

Grand Total = \$22,086,619.18

Options

1. Approve the supplemental appropriation request
2. Do not approve the supplemental appropriation request

Attachments

1. Supplemental Appropriation

CITY OF HARRISONBURG, VIRGINIA
REQUEST FOR: SUPPLEMENTAL APPROPRIATION
For Fiscal Year Ended June 30, 2027

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1000	31010	AMOUNT FROM FUND BALANCE	5,409,489.63
1000	31010	AMOUNT FROM FUND BALANCE (RESERVE FOR FIRE PROGRAMS 22910)	9,681.00
1000	32558	VDOT SGR FUNDS	882,175.51
1000	33534	HOMELAND SECURITY GRANT	11,314.43
1000	33582	DOT - R'ROAD ELIM GRNT	189,243.27
1000	33210	ARPA FUNDS (CSLFRF)	67,559.46
1000	33212	ARPA FUNDS - DOE P&R	5,339.85
		<i>Subtotal General Fund</i>	<i>6,574,803.15</i>
1111	31010	AMOUNT FROM FUND BALANCE	1,519,417.74
1116	31010	AMOUNT FROM FUND BALANCE	864,171.51
1118	31010	AMOUNT FROM FUND BALANCE	685,042.69
2011	31010	AMOUNT FROM FUND BALANCE	173,550.40
2012	31010	AMOUNT FROM FUND BALANCE	174,100.29
2013	31010	AMOUNT FROM FUND BALANCE	100,341.62
2013	32518	VDRPT-CAPITAL FUNDS	243,552.00
2013	33305	FTA-CAPITAL FUND	1,217,765.00
		<i>Subtotal Public Transportation Fund</i>	<i>1,561,658.62</i>
2014	31010	AMOUNT FROM FUND BALANCE	73,049.75
2018	31010	AMOUNT FROM FUND BALANCE	114,187.30
2111	31010	AMOUNT FROM FUND BALANCE	269,204.07
2112	31010	AMOUNT FROM FUND BALANCE	2,919.90

GRAND TOTAL REVENUES

12,012,105.42

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1000	120111-43100	PROFESSIONAL SERVICES	104,375.00
1000	120111-48172	HARDWARE	6,459.39
1000	120211-43320	SERVICE CONTRACTS	57,567.26
1000	120411-48172	HARDWARE	1,003.34
1000	122011-43100	PROFESSIONAL SERVICES	19,080.00
1000	122011-43310	REPAIRS & MAINTENANCE	2,250.00
1000	122011-43320	SERVICE CONTRACTS	253,148.39
1000	122011-48172	HARDWARE	3,466.63
1000	122211-43320	SERVICE CONTRACTS	5,319.84
1000	310131-43100	PROFESSIONAL SERVICES	8,500.00
1000	310131-48151	MOTOR VEHICLES & EQUIP.	95,335.18
1000	310131-48172	HARDWARE	44,043.15
1000	310131-48251	MOTOR VEHICLES & EQUIP.	80,556.17
1000	310231-46100	POLICE SUPPLIES	30,714.00
1000	310631-48151	MOTOR VEHICLES & EQUIP.	43,083.00
1000	310631-48251	MOTOR VEHICLES & EQUIP.	264,310.00
1000	320132-43100	PROFESSIONAL SERVICES	12,325.00
1000	320132-48272	HARDWARE	6,906.74
1000	320232-43345	MAINT & REP.-TURNOUT GEAR	10,945.00
1000	320232-43350	MAINT & REP.-AUTOS	70,319.00
1000	320232-46110	UNIFORMS	13,033.55
1000	320232-48113	EQUIPMENT	34,277.40
1000	320232-48121	FURNITURE & FIXTURES	40,000.00

CITY OF HARRISONBURG, VIRGINIA
REQUEST FOR: SUPPLEMENTAL APPROPRIATION
For Fiscal Year Ended June 30, 2027

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1000	320232-48151	MOTOR VEHICLES & EQUIP.	5,470.00
1000	320232-48165	FIRE TRUCK	1,199,880.78
1000	320232-48203	FIRE PROGRAMS FUND	9,681.00
1000	340121-48171	EDP EQUIPMENT	2,919.90
1000	350532-48113	EQUIPMENT	11,314.43
1000	350932-46110	UNIFORMS	1,773.65
1000	360241-48272	HARDWARE	1,003.34
1000	410121-48171	EDP EQUIPMENT	4,324.80
1000	410121-48273	SOFTWARE	520.47
1000	410141-48272	HARDWARE	9,881.69
1000	410241-43372	MAINT & REP.-BRIDGES	41,570.13
1000	410241-43374	MAINT & REP.-ALLOWABLE	973,132.63
1000	410241-43385	MAINT & REP.-ADA	40,921.86
1000	410241-48106	SIDEWALKS	184,105.45
1000	410241-48151	MOTOR VEHICLES & EQUIP.	228,008.00
1000	410341-43100	PROFESSIONAL SERVICES	236,554.09
1000	410341-43374	MAINT & REP.-ALLOWABLE	882,175.51
1000	410541-48111	MACHINERY & EQUIPMENT	35,280.00
1000	410741-43100	PROFESSIONAL SERVICES	5,843.45
1000	410741-48151	MOTOR VEHICLES & EQUIP.	49,286.00
1000	410741-48272	HARDWARE	5,328.14
1000	410841-43010	MISC. CONTRACTED SERVICES	21,424.97
1000	410841-48111	MACHINERY & EQUIPMENT	165,614.53
1000	410941-43100	PROFESSIONAL SERVICES	8,948.00
1000	410941-43360	MAINT & REP.-BLDGS & GNDS	5,680.60
1000	430241-43100	PROFESSIONAL SERVICES	25,000.00
1000	430641-43360	MAINT & REP.-BLDGS & GNDS	6,225.00
1000	430641-46070	REPAIR & MAINT. SUPPLIES	6,041.61
1000	590111-43700	CONTRACTED SERVICES	10,120.00
1000	710171-43100	PROFESSIONAL SERVICES	240,880.00
1000	710171-43336	MAINT & REP.-RADIO EQUIP	14,907.50
1000	710171-48272	HARDWARE	8,026.72
1000	710271-48111	MACHINERY & EQUIPMENT	22,500.00
1000	710271-48184	IMPROVEMENTS	84,796.93
1000	710371-48111	MACHINERY & EQUIPMENT	60,341.45
1000	710371-48184	IMPROVEMENTS	16,861.40
1000	710571-46131	ED/REC SUPP-PLAYGROUNDS	7,562.00
1000	710571-48181	BUILDINGS & GROUNDS	9,811.80
1000	710671-48184	IMPROVEMENTS	10,000.00
1000	710771-43320	SERVICE CONTRACTS	7,128.00
1000	710771-43330	MAINT & REP.-MACH & EQUIP	29,481.60
1000	710771-43360	MAINT & REP.-BLDGS & GNDS	113,108.00
1000	710771-46180	CHEMICALS	9,654.00
1000	730171-43320	SERVICE CONTRACTS	7,000.00
1000	730171-46150	MAT'L FOR RESALE-FOOD/BEV	1,842.50
1000	730171-48111	MACHINERY & EQUIPMENT	19,815.40
1000	810521-43100	PROFESSIONAL SERVICES	4,720.00
1000	810521-43600	ADVERTISING	13,500.00
1000	810521-45746	INCENTIVE GRANTS	61,200.00
1000	910411-45756	UTILITY FEE WAIVER PGRM	40,000.00

CITY OF HARRISONBURG, VIRGINIA
REQUEST FOR: SUPPLEMENTAL APPROPRIATION
For Fiscal Year Ended June 30, 2027

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1000	910411-45921	COMMUNITY ASSISTANCE	32,559.46
1000	910411-45922	HOUSING ASSISTANCE	35,000.00
1000	910511-47070	JAIL, COURTS, ETC.	317,300.00
1000	910511-47077	OAA-COOPERATIVE PRNTN GRNT	21,758.32
		Total General Fund	6,574,803.15
1111	111114-40610	INSTRUCTION	633,609.58
1111	111114-40620	ADMIN-ATTEND-HEALTH SER.	35,000.00
1111	111114-40640	OPERATIONS & MAINTENANCE	833,808.16
1111	111114-40680	TECHNOLOGY	17,000.00
		Total School Fund	1,519,417.74
1116	321132-43100	PROFESSIONAL SERVICES	8,500.00
1116	321132-43320	SERVICE CONTRACTS	516,195.59
1116	321132-43330	MAINT & REP.-MACH & EQUIP	138,440.70
1116	321132-43360	MAINT & REP.-BLDGS & GNDS	53,241.53
1116	321132-48272	HARDWARE	125,947.00
1116	321432-43320	SERVICE CONTRACTS	21,846.69
		Total Emergency Communications Center Fund	864,171.51
1118	622081-48254	SCHOOL BUSES	683,989.18
1118	662081-46200	COMPUTER (DESKTOP_LAPTOP)	1,053.51
		Total School Transportation Fund	685,042.69
2011	322061-43320	SERVICE CONTRACTS	4,786.50
2011	332061-43310	REPAIRS & MAINTENANCE	12,680.00
2011	332061-45410	LEASE/RENT OF EQUIPMENT	22,656.90
2011	372061-48151	MOTOR VEHICLES & EQUIP.	1,635.00
2011	372061-48161	CONST. VEHICLES & EQUIP.	131,792.00
		Total Water Fund	173,550.40
2012	412061-43320	SERVICE CONTRACTS	23,425.00
2012	462061-43320	SERVICE CONTRACTS	1,913.50
2012	472061-48151	MOTOR VEHICLES & EQUIP.	79,160.10
2012	472061-48161	CONST. VEHICLES & EQUIP.	50,000.00
2012	472061-48271	EDP EQUIPMENT	19,601.69
		Total Sewer Fund	174,100.29
2013	812081-43320	SERVICE CONTRACTS	36,944.20
2013	812081-46200	COMPUTER (DESKTOP_LAPTOP)	1,003.34
2013	862081-46200	COMPUTER (DESKTOP_LAPTOP)	1,505.01
2013	872081-48181	BUILDINGS & GROUNDS	103,550.00
2013	872081-48271	EDP EQUIPMENT	1,418,656.07
		Total Public Transportation Fund	1,561,658.62
2014	932042-43100	PROFESSIONAL SERVICES	35,391.75
2014	962042-43100	PROFESSIONAL SERVICES	28,858.00
2014	972043-48111	MACHINERY & EQUIPMENT	8,800.00
		Total Sanitation Fund	73,049.75
2018	452041-43100	PROFESSIONAL SERVICES	19,388.69
2018	452041-43320	SERVICE CONTRACTS	4,948.44
2018	452041-45751	HCAP DISBURSEMENTS	89,850.17
		Total Stormwater Fund	114,187.30
2111	612141-43320	SERVICE CONTRACTS	60,085.42
2111	612141-46200	COMPUTER (DESKTOP_LAPTOP)	2,006.68
2111	662141-46200	COMPUTER (DESKTOP_LAPTOP)	451.50
2111	672141-48111	MACHINERY & EQUIPMENT	206,660.47

CITY OF HARRISONBURG, VIRGINIA
REQUEST FOR: SUPPLEMENTAL APPROPRIATION
For Fiscal Year Ended June 30, 2027

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
		Total Central Garage Fund	269,204.07
2112	772141-48272	HARDWARE	2,919.90
		Total Central Stores Fund	2,919.90
		GRAND TOTAL EXPENDITURES	12,012,105.42

Reason: To reappropriate encumbrances requested by departments that were outstanding at June 30, 2026.

Funds Available:	<i>Approved Through Legistar</i>	
	Director of Finance	Date
Recommended & Approved:	<i>Approved Through Legistar</i>	
	City Manager	Date
City Council Approval:		
		(1st reading)
City Council Approval:		
		(2nd reading)
FINANCE DEPARTMENT'S POSTING	NAME	DATE
		JV #

CITY OF HARRISONBURG, VIRGINIA
REQUEST FOR: SUPPLEMENTAL APPROPRIATION
For Fiscal Year Ended June 30, 2027

Revenues:

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1000	31010	AMOUNT FROM FUND BALANCE	28,123.17
1000	32558	VDOT SGR FUNDS	594,494.39
1000	33524	DMV GRANT	21,541.52
1000	33534	HOMELAND SECURITY FUNDS	73,661.28
1000	33579	DOJ - COPS MICROGRANT	53,471.00
1000	33575	NPS - HIST PRESERV GRANT	180,107.74
1000	33582	DOT - R'ROAD ELIM GRNT	14,726.75
1000	33582	DOT - SS4A GRANT	600,000.00
1111	32442	SCHOOL REVENUE-STATE	1,039,481.23
2013	31010	AMOUNT FROM FUND BALANCE	220,776.00
2013	32518	VDRPT - CAPITAL FUNDS	883,100.00
2013	33305	FTA - CAPITAL FUNDS	4,415,504.00
		TOTAL	8,124,987.08

Expenditures:

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1000	310731-41020	SALARIES & WAGES-O/T	19,788.50
1000	310731-42010	FICA	1,513.82
1000	310731-43100	PROFESSIONAL SERVICES	53,471.00
1000	310731-46100	POLICE SUPPLIES	239.20
1000	350532-48113	EQUIPMENT	73,661.28
1000	410341-43100	PROFESSIONAL SERVICES	618,408.44
1000	410341-43374	MAINT & REP.-ALLOWABLE	594,494.39
1000	710671-43600	ADVERTISING	1,747.74
1000	710671-48181	BUILDINGS & GROUNDS	178,360.00
1000	710771-45757	SWIM FOR SADIE PROGRAM	24,441.48
1111	111114-40610	INSTRUCTION	1,039,481.23
2013	872081-48253	TRANSIT BUSES	5,519,380.00
		TOTAL	8,124,987.08

Reason: To appropriate unexpended prior year grant awards.

Funds Available:	<u>Approved Through Legistar</u>	
	Director of Finance	Date
Recommended & Approved:	<u>Approved Through Legistar</u>	
	City Manager	Date
City Council Approval:		<u>(1st reading)</u>
City Council Approval:		<u>(2nd reading)</u>
FINANCE DEPARTMENT'S POSTING		
	<u>NAME</u>	<u>DATE</u>
		<u>JV #</u>

CITY OF HARRISONBURG, VIRGINIA
REQUEST FOR: SUPPLEMENTAL APPROPRIATION
For Fiscal Year Ended June 30, 2027

Revenues:

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1000	31010	AMOUNT FROM FUND BALANCE (RESERVE FOR FIRE PROGRAMS 22910)	714,685.68
1000	31010	AMOUNT FROM FUND BALANCE (RESERVE FOR FOUR FOR LIFE 22713)	11,028.00
		TOTAL	725,713.68

Expenditures:

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1000	320232-48203	FIRE PROGRAMS FUND	714,685.68
1000	350532-46155	4-FOR-LIFE	11,028.00
		TOTAL	725,713.68

Reason: To appropriate unexpended Fire Program and Four-for-Life funds.

Funds Available: Approved Through Legistar _____
Director of Finance _____ Date _____

Recommended & Approved: Approved Through Legistar _____
City Manager _____ Date _____

City Council Approval: _____
(1st reading)

City Council Approval: _____
(2nd reading)

FINANCE DEPARTMENT'S POSTING _____
NAME DATE JV #

CITY OF HARRISONBURG, VIRGINIA
REQUEST FOR: SUPPLEMENTAL APPROPRIATION
For Fiscal Year Ended June 30, 2027

Revenues:

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1000	32570	VHDA-W'FORCE HSING PROGRM	1,223,813.00

Expenditures:

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1000	910411-45922	HOUSING ASSISTANCE	1,223,813.00

Reason: To appropriate funds for a Virginia Housing grant award.

Funds Available: Approved Through Legistar _____
Director of Finance Date

Recommended & Approved: Approved Through Legistar _____
City Manager Date

City Council Approval: _____
(1st reading)

City Council Approval: _____
(2nd reading)

FINANCE DEPARTMENT'S POSTING _____
NAME DATE JV #

NOTICE OF PUBLIC HEARING

A public hearing will be held by the Harrisonburg City Council on **Tuesday, September 8, 2026 at 7:00 PM**, or as soon as the agenda permits, in the Harrisonburg City Council Chambers located at 409 South Main Street, Harrisonburg, Virginia. The purpose of this public hearing will be to get citizen input concerning a proposed budget increase in the amount of \$22,086,619.18 to the City's Fiscal Year 2027 budget. The purpose of the proposed budget increase will be to appropriate outstanding encumbrances and carryover grants from Fiscal Year 2026 and a new grant award. Additional information for the proposed budget increase will be included with the City Council agenda which will be posted at <https://harrisonburg-va.legistar.com/Calendar.aspx>. Members of the public are encouraged to participate and express their views by attending in person or electronically by emailing comments to www.harrisonburgva.gov/agenda-comments, or by calling in during the public hearing at the telephone number to be listed on the agenda. Interested parties may watch the City Council meeting including the public hearing on Public Education Government Channel 3 or on the City's website, <https://harrisonburg-va.legistar.com/Calendar.aspx>.

Any individual requiring auxiliary aids, including signers, in connection with the public hearing shall notify the City Manager at least five (5) days prior to the date of the meeting.

CITY OF HARRISONBURG
Ande Banks, City Manager



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ORD 26-022, **Version:** 1

Subject:

Consider adopting an ordinance granting a Lease of Certain Real Property of the City

Presented By: Chris Brown, City Attorney

On July 8, 2025 Council approved a lease and resolution associated with HEC's participation in a project involving a Battery Energy Storage System (BESS) with Virginia Municipal Electric Association No. 1 (VEMA) and a third party. That project did not materialize as anticipated. A new BESS project has been developed by HEC and VEMA. The new project is essentially the same as previously approved by Council except the lease and contract term has increased from 15 to 20 years, the third party developer is now Lightshift Energy.



September 22, 2026 City Council Meeting

Title

Ordinance Granting a Lease of Certain Real Property of the City—Chris Brown, City Attorney

Summary

On July 8, 2025 Council approved a lease and resolution associated with HEC's participation in a project involving a Battery Energy Storage System (BESS) with Virginia Municipal Electric Association No. 1 (VEMA) and a third party. That project did not materialize as anticipated. A new BESS project has been developed by HEC and VEMA. The new project is essentially the same as previously approved by Council except the lease and contract term has increased from 15 to 20 years, the third party developer is now Lightshift Energy.

I have attached the relevant Agenda Memo from July 8, 2025 to the agenda item related to this matter.

Recommendation

Option 1. Adopt the ordinance as presented.

Fiscal Impact

The BESS Project will enable significant cost savings for VMEA members, including HEC.

Context & Analysis

See agenda memo from July 8, 2025.

Options

1. Adopt ordinance and resolution as requested by HEC
2. Decline to adopt ordinance and resolution

Attachments

1. 07/08/2026 Agenda memo
2. Proposed ordinance
3. HEC Resolution Approving BESS Agreements
4. Notice of Public Hearing
5. Leased Property description

**ORDINANCE GRANTING A LEASE OF CERTAIN REAL PROPERTY OF THE CITY
OF HARRISONBURG**

BE IT ORDAINED, by the City Council of the City of Harrisonburg, Virginia:

Section 1. That a lease is hereby granted in accordance with Harrisonburg City Code Section 2-1-11 to the Virginia Municipal Electric Association No. 1, a Virginia nonstock corporation (“Lessee”), for the use of that certain real property consisting of 11,000 square feet, mor or less, located at 2230 Ramblewood Road, Harrisonburg, Virginia, for the operation of a battery energy storage system for the sale of electricity to the Lessee.

Section 2. The lease and the rights and privileges thereby granted and conferred are conditioned upon the Lessee entering into a BESS Project Ground Lease with the City, which shall be substantially in the form of the attached Exhibit A.

Section 3. The Lessee shall pay to the City the advertising costs incurred by the City in connection with the grant of this Lease.

Section 4. The lease granted hereby shall expire in accordance with the terms of the Bess Project Ground Lease.

Section 5. The Harrisonburg City Manager and Deputy City Manager are authorized to sign the Bess Project Ground Lease and any other documents necessary to effectuate such lease, including the consent to a sublease by the Lessee to the operator of the battery storage system.

This Ordinance shall be effective upon the date of its adoption.

ADOPTED AND APPROVED this _____ day of October, 2026.

MAYOR

ATTEST:

CITY CLERK

BESS PROJECT GROUND LEASE AGREEMENT

between

**THE CITY OF HARRISONBURG, VIRGINIA,
THE HARRISONBURG ELECTRIC COMMISSION**

a Virginia municipal corporation, as Owner,

and

VIRGINIA MUNICIPAL ELECTRIC ASSOCIATION NO. 1,

a Virginia nonstock corporation, as Tenant

dated the ____ day of _____, 20__

BESS PROJECT GROUND LEASE AGREEMENT

THIS BESS PROJECT GROUND LEASE AGREEMENT (this “**Lease Agreement**”) is made and entered into as of the Effective Date, between the Owner (“**Owner**”) and Tenant (“**Tenant**”), who are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**,” designated in the Basic Terms below:

Basic Terms

Effective Date:	_____, 20__
Owner:	THE CITY OF HARRISONBURG, VIRGINIA, THE HARRISONBURG ELECTRIC COMMISSION , a Virginia municipal corporation.
Owner Address:	89 West Bruce Street Harrisonburg, Virginia 22801-3699 Attention: Brian D. O’Dell
Tenant :	VIRGINIA MUNICIPAL ELECTRIC ASSOCIATION NO. 1 , a Virginia nonstock corporation (“VMEA”)
Tenant Address:	89 West Bruce Street Harrisonburg, Virginia 22801-3699 Attention: Brian D. O’Dell
Property:	The land more particularly described in <u>Schedule A</u> , attached hereto, including any easements and rights-of-way benefiting such real property (the “Property”). Owner and Tenant stipulate and agree that the Property (as specifically described in <u>Schedule A</u>) contains approximately 11,000 square feet +/-, subject to any adjustments by mutual agreement in accordance with Section 2.1 hereto.
Development and Construction Term Base Rent:	Development and Construction Term Base Rent, payable in advance during the Development and Construction Term as provided in <u>Article 3</u> below, shall be \$1 for the Development and Construction Term.
Operations Term Base Rent:	Operations Term Base Rent, payable annually in advance during the Operations Term as provided in <u>Article 3</u> below, shall be \$1 per year.
Decommissioning Term Rent	There shall be no Rent due during the Decommissioning Term.

ARTICLE 1. DEFINITIONS

Section 1.1 Defined Terms. When used in this Lease Agreement, the following capitalized terms shall have the definitions indicated:

“**Additional Easement**” means the term as described in Section 4.1.

“Affiliate” means any Person (i) who, directly or indirectly (including through one or more intermediaries), holds an equity interest in Tenant (a **“Parent Company”**), or (ii) in which Tenant or a Parent Company, directly or indirectly (including through one or more intermediaries) holds an equity interest. The term **“Affiliate”** also includes any Person that directly or indirectly controls, or is under common control with, or is controlled by, Tenant. As used in this definition, **“control”** (including, **“controlled by”** and **“under common control with”**) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any Person which owns directly or indirectly fifty-one percent (51%) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

“Lease Agreement” means this BESS Project Ground Lease Agreement.

“Assignee” means any Person to which Tenant may assign its interest in this Lease Agreement or in the Project pursuant to the terms of Section 9.1.

“Award” means the term as described in Section 10.5.

“Base Ground Rent” means, collectively, the Development and Construction Term Base Rent and the Operations Term Base Rent.

“BESS” means the Battery Energy Storage System.

“BESS Agreement” means the Tolling Agreement between Harrisonburg VA BESS 1 LLC, or any permissible assignee thereof.

“BESS Sublease” means the term as described in Section 10.22(a), a form of which is attached as Exhibit 10.22 to this Agreement.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are required or permitted to be closed in the Commonwealth of Virginia.

“Claim” or **“Claims”** means the term as described in Section 10.3(a).

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

“Commercial Operation Date” means the date on which Tenant countersigns the Commercial Operation Certificate in accordance with Section 3.3(a) of the BESS Agreement.

“Confidential Information” means the term as described in Section 7.7.

“Decommissioning Term” means the term defined in Section 2.2(c).

“Development and Construction Term” means the term defined in Section 2.2(a).

“Development and Construction Term Base Rent” means the amount as calculated pursuant to the Basic Terms.

“Effective Date” means the date, described in the Basic Terms, upon which this Lease Agreement becomes effective.

“Electric Interconnection Facilities” means a line or lines of towers or poles, with such wires and cables as from time to time are suspended therefrom, overhead and/or underground wires and cables, for the collection or transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms, conduits and other appliances and fixtures for use in connection with said towers, poles, wires and cables on, along and in the Property; and one or more Substations or interconnection or switching facilities, together with all related or appropriate roads and rights of way, on, along, across and in the Property.

“Electronic Transfer” means a transfer of good and immediately available funds, whether by wire transfer, ACH payment, or other, similar method.

“Encumbrances” means any liens, encumbrances, covenants, conditions, reservations, restrictions, easements, leases, licenses, occupancies, tenancies, mineral rights, water rights or other matters affecting, relating to or encumbering the Property or any portion thereof.

“Environmental Laws” means any and all Laws relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials. Environmental Laws includes, but is not limited to, CERCLA and the common law.

“Event of Default” means the term as described in Section 8.1.

“Event of Force Majeure” means strikes, lockouts or other labor disturbances; delays in transportation; inability to secure labor or materials in the open market; acts of God or the elements, including fire, flood, washout, perils at sea, lightning, earthquake or accidents; conditions arising out of or attributable to acts of war, civil disturbances or riots; the effect of any Law; the failure of any Governmental Authority to issue any permit, entitlement, approval or authorization within a reasonable period of time after an application for the same has been submitted; the inability to sell electricity at commercially reasonable prices in the open market during a period when a force majeure clause under Tenant’s power purchase contracts is in effect; or any other matter or condition beyond the reasonable anticipation and control of the Party in question, whether or not similar to the matters or conditions herein specifically enumerated; and (in the case of Tenant) while litigation contesting all or any portion of the right, title and interest of Owner in the Property and/or of Tenant under this Lease Agreement shall be pending and not finally determined.

“Governmental Authority” means any federal, state or local court, administrative agency, commission, instrumentality or other governmental authority (or any political subdivision thereof) and any electric reliability organization, regional transmission organization, or independent system operator, in each case, with jurisdiction over the Property, the Project Facilities, or this Lease Agreement.

“Hazardous Materials” means (i) any and all substances, materials, chemicals, and wastes which are now or hereafter classified or regulated under current or future Environmental Laws; and (ii) “hazardous substance,” “pollutant or contaminant,” “petroleum,” and “natural gas liquids” as such terms are defined or used in Section 9601 of CERCLA.

“Indemnified Party” means the term defined in Section 10.3(a).

“Indemnifying Party” means the term defined in Section 10.3(a).

“Investment Grade” means a credit rating assigned to Tenant or one of Tenant’s Affiliates senior long-term unsecured debt obligations of at least BBB- from Standard & Poor’s Rating Services, Baa3 from Moody’s Investors Service, or another, similar ratings service with an equivalent rating standard as the foregoing.

“Laws” means all valid and applicable laws, statutes, ordinances, regulations, orders and assessments of any Governmental Authority with jurisdiction over the Project Facilities or the Property.

“Lease” means all leasehold rights described and contained in this Lease Agreement, together with any other rights specified in this Lease Agreement.

“Lender” means any financial institution, equity investor or other person that from time to time provides secured financing or equity investment for some or all of the Project Facilities or Operations, and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant, or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns.

“Lender’s Lien” means the term as described in Section 9.3.

“Memorandum of Lease” means a memorandum of this Lease Agreement, the form of which memorandum is attached as Schedule B.

“Monetary Default” means the term as described in Section 8.1(a).

“Non-Monetary Default” means the term as described in Section 8.1(b).

“Notice of Claim” means the term defined in Section 10.3(b).

“Offer” means the term defined in Section 10.9(a).

“Offer Notice” means the term defined in Section 10.9(a).

“Operations” means the activities which Tenant has the right to undertake pursuant to Section 2.1 and Section 5.1 and the other portions of this Lease Agreement with respect to the Property.

“Operations Term” means the term defined in Section 2.2(b).

“Operations Term Base Rent” means the amount as calculated pursuant to the Basic Terms.

“Operations Term Commencement Date” means the date upon which the Development and Construction Term expires.

“Overdue Rate” means five percent (5%) per annum plus the Prime Rate announced from time to time by Bank of America, or the maximum rate permitted by Law, whichever is less.

“Permitted Encumbrances” means the term defined in Section 7.9(a).

“Permitted Uses” means those certain permitted uses as more particularly described in Article 5.

“Person” means an individual, corporation, limited liability company, voluntary association, joint stock company, business trust, partnership, agency, Governmental Authorities, or other entity.

“Project” means the BESS project to be constructed and operated on the Property.

“Project Facilities” means the BESS, Electric Interconnection Facilities, substations, switching stations, electric transformers, battery and other energy storage facilities, telecommunications equipment related to the BESS, roads, meteorological equipment, foundations, pads, footings, mounting structures, supports, foundations, communication cables and/or networks, lay-down and staging areas, crane pads, maintenance, administrative, operations, maintenance and storage buildings, reasonable signage, and all related or ancillary improvements and equipment.

“Property” means the Property as described in the Basic Terms.

“Real Property Records” means the Clerk’s Office of the Rockingham County Circuit Court.

“Rent” means the term defined in Section 3.1.

“Right of First Refusal” means the term defined in Section 10.9.

“Setback Requirements” means the term defined in Section 7.6.

“Sublessee” means Harrisonburg VA BESS 1 LLC, or any permissible assignee thereof.

“Taking” means the term as described in Section 10.5.

“Term” or **“Lease Term”** means the Development and Construction Term, the Operations Term, and the Decommissioning Term collectively, as further described in Section 2.2.

ARTICLE 2. GRANT OF RIGHTS; TERM

Section 2.1 Lease. For and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by Owner and Tenant, Owner hereby leases to Tenant, and Tenant hereby leases from Owner, the Property, together with all rights, privileges, ingress, egress and utility easements and appurtenances belonging or in any way pertaining to the Property. The Parties acknowledge that this Lease Agreement is being entered into pursuant to, and in furtherance of, the BESS Agreement. In the event that the engineering, site plan, environmental, or other approvals reasonably necessary for the construction of the BESS require a change to either (i) the

location of the Property upon the Parent Parcel, as defined in Exhibit A or (ii) the square footage of the Property, then Owner and Tenant agree to negotiate in good faith with respect to an amended description of the Property, and upon the mutual agreement of Owner and Tenant Exhibit A may be updated to reflect such agreed-upon adjustments to the Property.

Section 2.2 Lease Term. The term of this Lease Agreement shall commence on the Effective Date and shall continue thereafter until the expiration of the Operations Term, unless sooner terminated as provided for herein and subject to Tenant's right to extend the term as provided for herein (the "**Term**" or the "**Lease Term**"). The Lease Term shall consist of the following:

(a) The period commencing on the Effective Date and expiring on the Commercial Operations Date (the "**Development and Construction Term**"); and

(b) The period commencing on the Operations Term Commencement Date and expiring on the twentieth (20th) anniversary of the Operations Term Commencement Date, unless sooner terminated as provided in this Lease Agreement (the "**Operations Term**"). In the event that the Term of the BESS Agreement is extended, the Owner shall negotiate in good faith with the Tenant to extend the Operations Term to the end of the extended BESS Agreement Term after the requirements of § 15.2-1800(B) have been met.

(c) The period commencing upon expiration of the Operations Term Commencement Date, to allow for Tenant's decommissioning and removal of the Project (the "**Decommissioning Term**"). The Decommissioning Term shall last no longer than six (6) months, unless extended per mutual written agreement of Tenant and Landlord. The Decommissioning Term shall end at 5:00 p.m. local time. If the Decommissioning Term ends on a Saturday, Sunday, or holiday, the Decommissioning Term shall be extended, at no additional rent or cost to Tenant, to the next day that is not a Saturday, Sunday, or a holiday.

Section 2.3 Early Termination by Tenant. Subject to the terms of the BESS Sublease (defined below), Tenant shall have the right to terminate this Lease Agreement in the event the BESS Agreement is terminated (in accordance with its terms) by providing Owner at least ninety (90) days advance written notice of such termination. In such event, (i) Owner shall retain all Rent paid prior to the date of such termination, and (ii) at Owner's request, Tenant will execute a written notice of such termination, in a recordable form and in form reasonably acceptable to Tenant, to confirm such termination. For the removal of doubt, if the Lease is terminated pursuant to this provision, the Decommissioning Term will commence upon the effective date of the Lease termination and the parties shall comply with their respective obligations during the Decommissioning Term.

Section 2.4 Early Termination by Owner. Owner shall have the right to terminate this Lease Agreement in the event the BESS Agreement is terminated (in accordance with its terms and conditions) by providing Tenant at least ninety (90) days advance written notice of such termination. For the removal of doubt, if the Lease is terminated pursuant to this provision, the Decommissioning Term will commence upon the effective date of the Lease termination and the parties shall comply with their respective obligations during the Decommissioning Term.

ARTICLE 3. PAYMENTS AND FEES

Section 3.1 Base Ground Rent. During the Term, Tenant shall pay annual Base Ground Rent (the “**Rent**”), in advance, to Owner, as provided herein. For the Development and Construction Term, on the Effective Date Tenant shall pay to Owner the Development and Construction Term Base Rent by Electronic Transfer or such other means as the Parties may mutually agree. Within ten (10) Business Days after the Operations Term Commencement Date and on each anniversary of the Operations Term Commencement Date thereafter throughout the Term, Tenant shall pay to Owner annual Operations Term Base Rent by Electronic Transfer or such other means as the Parties may mutually agree, as such rent shall be calculated pursuant to the Basic Terms. The Parties understand and agree that this Lease is being executed solely in furtherance of the BESS Agreement.

ARTICLE 4. ADDITIONAL EASEMENTS

Section 4.1 Cooperation Regarding Additional Easements. Owner acknowledges that commercial operation of the Project may require, from time to time during the Project’s existence, additional easements in favor of Tenant or certain third parties on the Property and on real property that is owned by Owner on the date hereof, or later acquired, and adjacent to the Property (each an “**Additional Easement**”). Accordingly, if Tenant, the independent system operator with jurisdiction over the system in which the Project operates, the transmission or distribution system owner or operator to whose distribution or transmission lines the Project interconnects, the phone or other communications provider, or the off-taker to whom output from the Project are to be sold, determines that one or more separate easements is reasonably required for the efficient and/or safe operation of the Project, then Owner agrees to consider in good faith and in accordance with Virginia law the granting of such Additional Easements on a non-exclusive basis on, over, across, along and/or above the Property and any other real property that is owned by Owner and adjacent to the Property, including the right to install and maintain on the Property and such adjacent Property (i) distribution and transmission lines and facilities, including the Electric Interconnection Facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, meteorological observation equipment, and control, maintenance and administration buildings that benefit the Project, in such location or locations as such party may reasonably request, and that are reasonably satisfactory to Owner and no such additional consideration shall be due to Owner for said Additional Easement other than the amounts due within this Lease Agreement. Notwithstanding the foregoing, Owner shall not be required to grant any Additional Easement that (a) interferes with any Permitted Encumbrances or Owner’s or any third party’s use and enjoyment of any other property owned by Owner or (b) that is in violation of any agreement to which Owner is a party.

ARTICLE 5. PERMITTED USE; RIGHTS OF PARTIES

Section 5.1 Tenant shall have the exclusive right to use the Property for the Project Facilities and to evaluate, develop and use a BESS project on, about, over, and across the Property, including, without limitation, (a) using, collecting, distributing, storing, and transmitting electric energy on, above, over, through, and across the Property; and (b) engaging in any other lawful

uses reasonably related to the development of the BESS, including, without limitation, the development, erection, installation, construction, improvement, reconstruction, enlargement, removal, relocation, replacement and repowering, and the use, maintenance, repair and operation, of the following: (i) a weather station, monitoring and recording equipment and facilities with respect to the BESS, including, without limitation, the establishment at Tenant's sole discretion of a land-based or satellite-based high speed Internet connection and/or a meter for the load at the Property; (ii) the BESS and other facilities related to the storage or distribution of energy, together with mounting substrates or supports and their associated structure and foundations; (iii) the Electric Interconnection Facilities and any other telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; utility lines and installations, cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery, and equipment; (iv) any other improvements, fixtures, facilities, appliances, machinery, and equipment, whether temporary or permanent, deemed necessary by Tenant, in its sole discretion, that are related to or associated with any of the foregoing items; (v) filming and recording (including a webcam showing site activities on the Internet) any aspect of the Property, the Project Facilities and/or the Project for measuring the energy output, publicity, marketing, security, research or educational purposes associated with development of the BESS; and (vi) implementing, operating and maintaining security deemed appropriate by Tenant with respect to the Project Facilities, which may include (but shall not be limited to): video monitoring, night-vision monitoring, motion detection, and on-site security personnel. Notwithstanding anything to the contrary herein, Tenant shall be entitled to determine the size, type and manufacturer of the Project Facilities to be located upon the Property in its sole discretion. After the Effective Date, Owner shall not (a) grant (actively or permissively) any rights under this Lease Agreement or in or to the Property to any other party or (b) amend, terminate, or surrender any documents or rights entered into by Owner (or its predecessors in interest) or granted to Owner (or its predecessors in interest), as applicable, with respect to the Property, in each case, which are reasonably expected to impair Tenant's rights under this Lease Agreement, without Tenant's prior written consent.

Section 5.2 No Required Construction or Production. Nothing contained in this Lease Agreement shall be construed as requiring Tenant (i) to undertake construction or installation or to alter or remove any Project Facilities on the Property or elsewhere, except for removal of all Project Facilities in accordance with the terms of Section 6.4 hereof upon the expiration, surrender, or earlier termination of this Lease Agreement as provided herein, (ii) to continue operation of any Project Facilities from time to time located on the Property or elsewhere, or (iii) to store or discharge or sell any minimum or maximum amount of electrical energy from the Property; and the decision if, when and to what extent that such construction will occur shall be solely in Tenant's discretion.

Section 5.3 In addition to, and without limiting in any way, the rights granted in Section 5.1 above, Tenant shall also have the exclusive right during the Development and Construction Term to conduct any and all studies, tests, evaluations, inspections, and investigations it may desire of the Property, including, without limitation, wetlands delineations, and environmental site assessments (Phase I and, if necessary, Phase II), archaeological and historic resource site assessments (Phase I and, if necessary, Phase II), soils testing, geotechnical borings and compaction surveys.

ARTICLE 6. TENANT'S OBLIGATIONS

Section 6.1 Compliance with Law. In conducting its Operations on the Property, Tenant shall comply in all material respects with all Laws; however, Tenant may contest the validity or applicability of any Law (including but not limited to any property tax) related to the Property, the Tenant, the Project, the Operations, or any other activity or property of Tenant or Tenant's Affiliate, by appropriate legal proceedings brought in the name of Tenant or in the names of both Tenant and Owner where appropriate or required; provided Owner shall have the right to consent to being named in such proceedings. Any such contest or proceeding, including any initiated by Tenant and maintained in the name of Owner, shall be at Tenant's expense and be controlled and directed by Tenant, but in consultation with Owner and at no cost to Owner, excepting proceedings which arise due to Owner's violation of any Law. Notwithstanding the above, the Owner shall not be named a party Plaintiff to, or have any obligation to cooperate in or with respect to, (i) any legal proceedings challenging any property tax assessed by the Owner or the Harrisonburg Commissioner of the Revenue or (ii) any proceedings related to the applicability or enforcement of any law or regulation within the jurisdiction of the City of Harrisonburg.

Section 6.2 Location of Project Facilities. Project Facilities on the Property shall be constructed and maintained in the location specified on a site plan approved by Owner, which approval shall not be unreasonably withheld.

Section 6.3 Fences, Gates and Security. Tenant shall cause to be constructed and erected or construct and erect fences, locked gates and other security precautions as reasonably necessary to accommodate and secure the Project and as approved by Owner in accordance with Section 6.2. Tenant shall provide a key to any locked gates to Owner. In the event that Tenant's access to the Project requires passage through a locked gate that also secures Owner's facilities, Tenant will ensure that Tenant re-locks Owner's gate immediately after such use by Tenant. Tenant shall comply with all of Owner's security policies and procedures when entering, exiting, or operating on the Property.

Section 6.4 Restoration. Subject to the rights of Lenders upon termination of this Lease Agreement as provided herein, and subject to the rights of all third parties set forth in any Permitted Encumbrance, on or before the end of the Decommissioning Term, Tenant shall cause to be completed or complete the following restoration tasks at Tenant's sole expense: (i) removal from the surface of the Property any Project Facilities owned, installed or constructed by Tenant thereon, (ii) fill in and compaction of all trenches or other borings or excavations made by Tenant on the Property, (iii) clearance from the surface of the Property all debris caused by Tenant's activities, and (iv) removal of any Project Facilities beneath the surface of the Property to a depth of 3 feet, unless otherwise mutually agreed upon between the Parties. Tenant shall have the nonexclusive right to occupy the Property for a period of no longer than the Decommissioning Term only as reasonably required to promptly complete such restoration activities. During such period, Tenant shall have no obligation to pay Rent hereunder, provided that, during such period (i) Tenant shall continue to pay all taxes that it is otherwise required to pay pursuant to the terms of Section 6.5(a) or applicable Law, and (ii) all other terms and conditions of this Lease Agreement (other than the requirement to pay Rent) shall remain in full force and effect. Tenant shall comply with all applicable Laws, including the Permit, with respect to decommissioning requirements and restoration activities described herein.

Section 6.5 Taxes.

(a) Taxes Payable. As of the Effective Date, Owner has been, is, and expects to be a tax-exempt entity and is exempt from (i) real estate taxes assessed on the Property (ii) personal property taxes for personal property owned by Owner, (iii) general and special assessments assessed with respect to the Property, and (iv) other similar charges levied on or assessed against the Property itself. Notwithstanding the foregoing, during the Lease Term, Tenant shall be liable for and pay any taxes, assessments, or charges levied on or against the Project Facilities located on the Property, any other Tenant personal property located on or in the Property, or any facilities or improvements located on the Property. Tenant shall make payment directly to the appropriate governmental authority for any personal property taxes validly levied upon the Project Facilities or any other Tenant personal property installed or located on the Property. Tenant shall have the right to contest the correctness or validity of any taxes, assessments, and charges for which it is responsible hereunder, so long as such contest does not result in loss of or to the Property. To remove all doubt, such contest must be submitted to the governmental entity originating such tax, assessment, or charge regardless whether such tax, assessment, or charge was originally billed to Owner or Tenant. Notwithstanding any other provision of this Section 6.5, Tenant shall not be obligated to pay for (a) any income taxes attributable to Owner; or (b) taxes or assessments arising from or related to operations on any adjacent land owned by Owner. Tenant shall be responsible for the real estate tax liability, if any, associated with the Property and its improvements.

(b) Owner Obligation to Provide Tax Bills and Assessment Notices to Tenant. Upon receipt by Owner of any assessment notice related to taxable property for which Tenant is obligated to pay taxes to Owner pursuant to this Section 6.5, Owner shall forward to Tenant such bill or assessment notice, as the case may be, within ten (10) business days after receipt of same. Should Owner fail to timely deliver any tax bill to Tenant as provided in this Section 6.5, and such failure to deliver such tax bill should cause Tenant to be delinquent in payment to Owner of such tax bill, Tenant shall have the right to deduct from its next installment of Rent the amount of any penalties or late fees incurred due to the failure of Owner to timely deliver and/or pay such tax bill.

(c) Payment of Delinquent Taxes. If Owner is delinquent in the payment of any taxes that it is obligated to pay, then Tenant may, at its option, pay such delinquent amounts. If Tenant has not paid to Owner any real estate taxes that Tenant is obligated to pay, then Owner may, at Owner's option, pay such delinquent amounts. If Tenant has paid such delinquent amounts on behalf of Owner, then Owner shall pay such delinquent amounts plus interest at the Overdue Rate calculated from the due date of such payment, and Owner shall pay said amount within twenty (20) days following written notice from Tenant. If Owner has paid such delinquent amounts on behalf of Tenant, then Tenant shall pay such delinquent amounts plus interest at the Overdue Rate calculated from the due date of such payment, and Tenant shall pay said amount within twenty (20) days following written notice from Owner.

(d) Tax Credits. From and after the Effective Date, all tax credits, tax incentives or tax related grants or benefits relating to the Project are, and shall remain, the property of Tenant's Sublessee.

Section 6.6 Utilities. Tenant shall be solely responsible for and promptly pay for all water, electric, telecommunications and any other utility services used by the Project Facilities or

Tenant on the Property. Tenant shall cause all accounts for utilities used or consumed in or about the Property in connection with the Project, if any, to be placed in the name of Tenant. Tenant shall be entitled to take any steps or actions necessary to connect with local or nearby utility companies for the provision of water, electric, telecommunications or any other utility services for use related to the Project. Tenant and Sublessee are expressly prohibited from drilling water wells upon the Property.

Section 6.7 Representations and Warranties of Tenant. Tenant hereby represents and warrants to Owner that, as of the Effective Date: (i) each Person signing this Lease Agreement on behalf of Tenant is authorized to do so, (ii) Tenant has the full and unrestricted legal power, right and authority to enter into this Lease Agreement, and to perform its obligations hereunder, (iii) no other Person is required to join in this Lease Agreement in order for the same to be fully enforceable by Owner, (iv) this Lease Agreement is and will be in full force and effect as to Tenant, without the necessity of any consent of or joinder herein by any other Person, (v) this Lease Agreement constitutes the valid and binding obligation of Tenant, and is enforceable in accordance with its terms, and (vi) Tenant is not the subject of any bankruptcy, insolvency or probate proceeding.

Section 6.8 Mechanics' Liens. Tenant shall pay all costs for any construction done by it or caused to be done by it on the Property as permitted by this Lease Agreement. Tenant is hereby giving Owner notice of its intent to commence construction of material improvements on the Property in connection with the Project and, after substantial completion of the Project, Tenant shall keep the Property free and clear of all mechanics' liens resulting from construction done by or for Tenant.

ARTICLE 7. OWNER'S OBLIGATIONS

Section 7.1 No Interference – Non-Obstruction. Neither Owner's activities, nor the exercise of any rights hereafter given or granted by Owner to any other Person (whether exercised on the Property or elsewhere), shall materially interfere or take any action to interfere or decrease the output or efficiency of any Project Facilities, with Tenant's then-existing lease, easement or other rights relating to (i) access by Tenant or its Affiliates or contractors to the Property or any lands in the vicinity of or adjacent to the Property used by Tenant in the Operations, (ii) Operations of Tenant or its Affiliates or contractors on the Property or on lands adjacent to or in the vicinity of the Property used by Tenant in the Operations, (iii) the exercise of Tenant's rights under this Lease Agreement, or (iv) the undertaking of any other activities permitted by Tenant hereunder.

Without limiting the generality of the foregoing, for so long as this Lease Agreement is in effect, Owner (including any other Person that has obtained rights either from Owner or any Person claiming, directly or indirectly, under Owner) shall not take any action or fail to take any action with respect to the Property that would reasonably be expected to interfere with Tenant's use of the Property or the operation of the Project, including any actions or inactions on the Property or adjacent property that may cause a decrease in the output or efficiency of any Project Facilities. In addition, Owner has not, shall not, and shall not allow any other person to, use the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of oil, gas, or other minerals. Tenant shall have the right, subject to applicable Laws, to remove any trees, branches, overgrowth, structures,

improvements, or other obstructions on the Property or adjacent property that adversely affect its use of the Property or the Project Facilities as permitted under this Lease Agreement.

Section 7.2 Compliance with Obligations. Owner shall comply on a timely basis with all of its legal and contractual obligations with respect to the Property. If Owner fails to do so, then, without limitation upon any other rights or remedies that Tenant may have at law or in equity, Tenant may (but shall not be obligated to) pay or otherwise satisfy any unpaid obligations of Owner which, if left unsatisfied, could delay, interfere with, impair or prevent Operations or the exercise of any of Tenant's other rights under this Lease Agreement, or the financing of the Project; and Tenant shall thereupon be subrogated to the rights of the obligee of such obligations. Without limitation on any other rights or remedies available to Tenant, any sums so expended by Tenant shall be immediately reimbursed to Tenant by Owner.

Section 7.3 Rights of Third Parties.

(a) From and after the Effective Date, any right, title or interest created by Owner in favor of or granted to any third party and related to the Property or this Lease Agreement shall be subject to this Lease Agreement and all of Tenant's rights, title and interests created hereby.

(b) If at any time during the Term any Encumbrance to Owner's title to the Property which was created prior to the Effective Date is found, exists or is claimed to exist against the Property or any portion thereof, creates rights superior to those of Tenant, and Tenant in its sole discretion determines that the existence, use, operation, implementation, or exercise of such Encumbrance would reasonably be expected to delay, interfere with, impair, or prevent Operations or the exercise of any of Tenant's other rights under this Lease Agreement or the financing of the Project, then Tenant shall be entitled to seek to obtain a subordination, non-disturbance agreement, consent, or other agreement (in a form and containing provisions reasonably acceptable to Tenant) from the holder of such Encumbrance that will eliminate such risks for the benefit of Tenant, and Owner shall reasonably cooperate with and assist Tenant in connection therewith, at Tenant's sole cost and expense. The holder of such Encumbrance shall be permitted to rely on this section as Owner's express consent, without further consent required, to Tenant's request for a subordination, non-disturbance agreement, consent, or other agreement (in a form and containing provisions reasonably acceptable to Tenant) that will eliminate such risks for the benefit of Tenant.

Section 7.4 No Ownership Right. Owner shall have no ownership, no lien rights, or other interest in any Project Facilities installed by Tenant on the Property. Tenant may remove any or all Project Facilities at any time in accordance with Section 6.4 hereof. Without limiting the generality of the foregoing, Owner hereby waives any statutory or common-law lien that it might otherwise have in or to the Project Facilities or any part thereof. Notwithstanding anything in this Lease Agreement to the contrary, no part of the Project Facilities or Electric Interconnection Facilities installed by Tenant on the Property shall be considered part of the Property or an improvement to real property; the Project Facilities or Electric Interconnection Facilities shall at all times be considered by the Parties to be tangible personal property owned exclusively by Tenant.

Section 7.5 Cooperation. Owner shall reasonably cooperate (and shall use commercially reasonable efforts to cause any other Person with any other right, title, or interest in the Property to cooperate) with Tenant, at Tenant's sole cost and expense, in the conduct of Tenant's construction and operations of the Project Facilities and in otherwise giving effect to the purpose and intent of this Lease Agreement, including in Tenant's efforts to obtain from any Governmental Authority or any other Person any environmental impact review, easement, permit, entitlement, approval, authorization, or other rights necessary or convenient in connection with construction and Operations; and Owner shall (and shall use commercially reasonable efforts to cause any such other Person to) promptly upon request and without demanding additional consideration, execute, and, if appropriate, cause to be acknowledged and recorded, any map, application, permit, or document that is reasonably requested by Tenant in connection therewith (as well as any amendment to this Lease Agreement or any recordable memorandum executed in connection herewith for purposes of making non-substantive corrections). Without limiting the generality of the foregoing, in connection with any application by Tenant for a governmental permit, approval, authorization, entitlement, or other consent, Owner agrees (and shall use commercially reasonable efforts to cause any such other Person to agree) (but at no unreimbursed cost or expense to Owner) not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, or legislative level, unless such application or approval would materially impair the use or value of the Property after the termination or expiration of the Lease Term. Notwithstanding the foregoing, permits, applications, entitlements, approvals, authorizations, laws, regulations, and other rights administered by, or within the jurisdiction of, the City of Harrisonburg are excluded from the scope of this Section 7.5 and the City will not have any contractual obligations with respect to the same.

Section 7.6 Title and Quiet Possession. Landlord represents and covenants that Landlord owns the Property in fee simple, free and clear of all liens and encumbrances, except for those that currently appear in the recorded chain of title. Tenant shall have the quiet use and enjoyment of the Property and the easements described herein in accordance with and subject to the terms of this Agreement, without any unreasonable hindrance, interference, or molestation of any kind by Owner or any person claiming through Owner.

Section 7.7 Confidentiality. To the extent permissible under applicable Laws, including but not limited to the Virginia Freedom of Information Act, Va. Code Ann. § 2.2-3700, *et seq.*, Owner shall hold in confidence, and shall require its principals, officers, employees, representatives, and agents to hold in confidence, for the sole benefit of Tenant, all information deemed to be critical energy infrastructure information and all information deemed to be and treated as trade secret or competitively sensitive information by Owner, Tenant, or Sublessee (collectively, "**Confidential Information**"). Confidential Information shall not include information that (a) is in the public domain by reason of prior publication through no act or omission of Owner, (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any Person, (c) was independently developed by Owner without use of confidential information, or (d) is required to be released in accordance with applicable law. Owner shall not use any such Confidential Information for its own benefit, publish, or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of Tenant. Notwithstanding the foregoing, Owner may disclose such information to (1) Owner's lenders; attorneys; prospective purchasers, accountants, and other personal financial advisors; and Owner's

members, partners, principals, directors, officers, shareholders, managers, and employees who, in Owner's reasonable judgment, have a bona fide need to know such confidential information, and (2) any prospective purchaser of or lender against the Property; provided that in making such disclosure Owner advises the party receiving the information of the confidentiality thereof and obtains the agreement of said party to abide by the confidentiality provisions above, and Owner shall be responsible to Tenant for any failure of any such third-party to do so. Owner may also disclose such information pursuant to any lawful subpoena or court order, in which case Owner shall give Tenant sufficient advance notice of such proceedings to allow Tenant to oppose the issuance of the same (or, if this is not possible, as much notice as is practicable). Owner recognizes and acknowledges the competitive value of the Confidential Information and the damage that could result to Tenant if the Confidential Information were used or disclosed by Owner except as authorized by this Lease Agreement. Accordingly, Tenant shall be entitled to all remedies available at law, including but not limited to equitable relief by way of specific performance, injunction, or otherwise if Owner or any of its Representatives breaches or threatens to breach any of the provisions of this Lease Agreement.

Section 7.8 Estoppel Certificates. Owner shall, within thirty (30) days after request by Tenant, any Lender, or any proposed or actual Assignee, execute and deliver an estoppel certificate (i) certifying (if true) that this Lease Agreement is in full force and effect and has not been modified, (ii) certifying (if true) that to the best of Owner's knowledge there are no uncured Events of Default hereunder, and no condition or event exists which, with the passage of time, would become an Event of Default (or, if any uncured Events of Default or any such conditions or events exist, stating with particularity the nature thereof), and (iii) any other certifications as may reasonably be requested by Tenant, Lender or Assignee. Tenant, any existing or proposed Lender, or any Assignee shall have the right to rely on the certifications made in such estoppel certificate.

Section 7.9 Representations and Warranties. Owner hereby represents and warrants to Tenant as of the Effective Date that:

(a) (i) Owner is the sole fee owner of the Property, subject to such encumbrances as may be of record in the land records of the Clerk's Office of the Rockingham County Circuit Court, (ii) each Person signing this Lease Agreement on behalf of Owner is authorized to do so, (iii) Owner has the full and unrestricted legal power, right and authority to enter into this Lease Agreement, and to perform its obligations hereunder, (iv) no other Person is required to join in this Lease Agreement in order for the same to be fully enforceable by Tenant and for Tenant to enjoy all the rights and benefits accorded to it hereunder, (v) this Lease Agreement is in full force and effect, without the necessity of any consent of or joinder herein by any other Person, (vi) this Lease Agreement constitutes the valid and binding obligation of Owner, and is enforceable in accordance with its terms (except as enforcement may be limited by general principles of equity and/or bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights and remedies generally), and (vii) Owner is not the subject of any bankruptcy, insolvency or probate proceeding.

(b) To Owner's knowledge, neither this Lease Agreement nor the Property or any portion thereof is in violation of any Law.

(c) To Owner's knowledge, there are no pending or threatened actions, suits, claims, legal proceedings or any other proceedings (including condemnation proceedings) affecting or that could affect the Property or any portion thereof, at law or in equity, before any court or governmental agency.

(d) Owner has no knowledge of, nor has it received any notice of, any special taxes or assessments relating to the Property or any part thereof.

(e) There are no leases or other agreements, whether oral or written, that grant any parties the right to use or occupy the Property or any part thereof.

(f) Owner has no knowledge of any planned repairs, alterations, or corrections of any existing condition on the Property or any part thereof.

(g) Owner has no knowledge of any planned public improvements that may result in a special assessment being made against the Property or any part thereof.

ARTICLE 8. DEFAULT; REMEDIES; PROTECTION OF LENDERS

Section 8.1 Default. Subject to the rights of Lenders as provided in this Lease Agreement, each of the following events shall constitute an “**Event of Default**” by a Party and shall permit the non-defaulting Party to exercise any and all rights under this Lease Agreement in accordance with this Article 8 and/or pursue other remedies except as expressly limited by the terms of this Lease Agreement:

(a) Failure to Pay. The failure or omission by either Party to pay amounts required to be paid pursuant to this Lease Agreement when due hereunder, and such failure or omission has continued for thirty (30) days after written notice from the other Party (a “**Monetary Default**”); or

(b) Failure to Perform. The failure or omission by either Party to observe, keep or perform any of the other terms, agreements, or conditions set forth in this Lease Agreement, and such failure or omission has continued for sixty (60) days (or such longer period as may reasonably be required to cure such failure or omission, provided that cure has commenced and such Party is diligently proceeding to complete such cure) after written notice from the other Party (a “**Non-Monetary Default**”).

Subject to the rights of Lenders as provided in this Lease Agreement, upon the occurrence and during the continuation of an Event of Default by Tenant, Owner may, at its option, and in addition to and cumulatively of any other rights Owner may have at law or in equity or under this Lease Agreement, (a) cure the Tenant Event of Default on Tenant's behalf, in which event Tenant shall reimburse Owner on demand for all sums so expended by Owner, (b) in the case of a Monetary Default, terminate this Lease Agreement by notice to Tenant and in conformity with procedures required hereby and by applicable Law, or (c) enforce, by all proper and legal suits and other means, its rights hereunder, including the collection of sums due hereunder, in which event Owner shall have all remedies available at law or in equity except as limited by the terms of this Lease Agreement. Owner shall not be entitled to punitive or consequential damages from an Event of Default.

If a judgment is rendered against a Party for monetary damages in connection with a Non-Monetary Default which judgment becomes final and non-appealable, and such judgment is not paid within thirty (30) days after written demand for payment, then such failure to pay shall then become a Monetary Default by such Party under this Lease Agreement.

Upon the occurrence and during the continuation of an Event of Default by Owner, Tenant may, at its option, and in addition to and cumulatively of any other rights Owner may have at law or in equity or under this Lease Agreement, (a) cure the Owner Event of Default on Owner's behalf, in which event Owner shall reimburse Tenant on demand for all sums so expended by Tenant, (b) subject to the terms of the BESS Sublease, terminate this Lease Agreement by notice to Owner and in conformity with procedures required hereby and by applicable Law, or (c) enforce, by all proper and legal suits and other means, its rights hereunder, including the collection of sums due hereunder, in which event Tenant shall have all remedies available at law or in equity except as limited by the terms of this Lease Agreement. Tenant shall have the right but not the obligation after providing at least sixty (60) days' notice to Owner to perform, acquire, or satisfy any lien, encumbrance, agreement, or obligation of the Owner which is a lien or encumbrance on the Property or Improvements; provided Owner is not contesting the correctness or validity of such lien, encumbrance, agreement or obligation and such lien, encumbrance, agreement, or obligation does not result in a material risk of loss of the Property or Improvements. Tenant shall not be entitled to punitive or consequential damages from an Event of Default.

Section 8.2 Protection of Lenders.

(a) If Tenant has assigned, hypothecated, mortgaged, or pledged all or any portion of its right, title or interest under this Lease Agreement and/or in any Project Facilities, it shall promptly give notice of the same (including the address of the Lender) to Owner, together with a general description of the interest transferred; provided, however, that the failure to give such notice shall not constitute a default or Event of Default under this Lease Agreement but rather shall only have the effect that Owner shall not be required to recognize or be bound by such assignment, hypothecation, mortgage, or pledge (and all notice and other requirements in this Article 8 benefiting such Lender shall accordingly be inapplicable) until such notice shall have been given (unless such information is included in an estoppel certificate signed by Owner, in which event notice hereunder shall not be necessary). Every Lender shall have the right, but not the obligation, (i) to make any payments due under this Lease Agreement, (ii) assign its mortgage; (iii) enforce its mortgage, and (iv) to do any other act or thing that may be necessary or appropriate to be done in the performance and observance of the terms hereof. All payments so made and all things so done and performed by any Lender shall be as effective to prevent or cure any Event of Default as they would have been if made, done and performed by Tenant, and Owner agrees to accept, in writing, such performance, payment and cure. Owner agrees to accept such payment and performance, and authorizes the performing Lender (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of Tenant hereunder.

(b) Owner shall deliver to each Lender a duplicate copy of all notices of default that Owner may from time to time deliver to Tenant, and Owner shall deliver such copies to each such Lender at the same time such notices of default are delivered to Tenant.

(c) The transfer of Tenant's interest under this Lease Agreement to any Lender and/or to one or more purchasers or tenants (i) at a foreclosure sale by judicial or nonjudicial foreclosure and sale, (ii) by a conveyance by Tenant in lieu of foreclosure, or (iii) by any other assignment or conveyance, including by a Lender following foreclosure and sale, or as a result of any other legal proceeding, shall not require the consent of Owner, and Owner agrees that upon such foreclosure, sale, conveyance, assignment, or other proceeding, Owner shall recognize such Lender or such other purchaser(s) or tenant(s) as the successor to Tenant under this Lease Agreement; provided, however, that such Lender or such purchaser or tenant assumes the obligations of Tenant under this Lease Agreement, pays all amounts in arrears due from Tenant to Owner hereunder, and has a minimum of five (5) years' experience operating and maintaining BESS facilities of comparable size, or larger, to the Project (unless the purchaser or tenant is an Affiliate of Tenant).

(d) Neither the bankruptcy nor the insolvency of Owner or Tenant shall be grounds for terminating this Lease Agreement so long as Tenant or a Lender has paid Rent and all other monetary obligations of Tenant in accordance with the terms of this Lease Agreement. If this Lease Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if this Lease Agreement is terminated for any reason other than an Event of Default which could have been, but was not cured by a Lender as provided in this Article 8, and if, within thirty (30) days after receiving notice of such rejection or termination, any Lender shall so request, then, so long as such Lender has cured any Event of Default, Owner shall execute and deliver to such Lender or its designee a new agreement, which new agreement shall (i) be on the same terms and conditions as this Lease Agreement (except for any requirements that have been fulfilled by Tenant prior to rejection or termination of this Lease Agreement), (ii) be for a term equal to the remaining Term before giving effect to such rejection or termination, (iii) contain a lease of the portion of the Property in which such Lender had an interest on the date of such rejection or termination, (iv) require payment to Owner of the amount of rent, calculated using only the portion of Property covered by the new agreement, (v) enjoy the same priority as this Lease Agreement over any lien, encumbrance or other interest created by Owner, and (vi) be executed within thirty (30) days after receipt by Owner of notice of the Lender's election to enter into a new agreement.

(e) There shall be no merger of the leasehold estate or easement interest created thereby, with the fee estate in the Property by reason of the fact that the Lease or said leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who own such fee estate or any interest therein, and no such merger shall occur unless and until all persons then having an interest in such fee estate and all persons (including any Lender) then having an interest in this Lease Agreement, shall join in a written instrument effecting such merger and duly record the same.

(f) Each Lender is and shall be an express third-party beneficiary of the terms of this Section 8.2 and shall be entitled to enforce the obligations of Owner hereunder.

(g) Nothing herein shall permit the Tenant to create a lien in favor of a Lender against Owner's fee interest in the Property.

ARTICLE 9. ASSIGNMENT AND SUBLETTING

Section 9.1 Assignment. Tenant may not assign, or transfer its interest (or any portion thereof) in this Lease Agreement or in the Project to any Person without the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant may, without the prior written consent of Owner, sublease the Property to Sublessee, as more particularly described in Section 10.22 below. Additionally, notwithstanding the foregoing, Sublessee may, without the prior written consent of Owner, assign the Sublease to (i) an Affiliate, (ii) any entity that acquires all or substantially all of Sublessee's Project Facilities on the Property or (iii) collaterally assign its interest under the Sublease, provided Sublessee provides Owner with written notice of such assignment. Additionally, notwithstanding the foregoing, Tenant, including any entity which has assumed Tenant's obligations hereunder through a sublease or other written agreement including without limitation Sublessee, shall remain liable under this Agreement on an assignment under subparagraphs (i) and (ii) unless the Assignee has an Investment Grade credit rating.

Section 9.2 Conveyances/Assignments by Owner. Owner shall have the right to devise, convey, gift, assign, transfer, and/or sell Owner's interest in all or a portion of the fee title to the Property (along with any rights associated with the fee title) to any Person. Owner shall notify Tenant in writing of any sale, assignment, or transfer of any of Owner's interest in all or a portion of the fee title to the Property, or any part thereof along with any evidence of such sale, assignment, or transfer (including but not limited to, probate records, deed transfers, etc.) that is required by Tenant. Until Tenant receives such notice and the supporting documentation that Tenant requires, Tenant shall have no duty to any successor Owner, and Tenant shall not be in default under this Lease Agreement if it continues to make all payments to the original Owner before Tenant receives such notice of sale, assignment, or transfer and any evidence of such transfer required by Tenant. Notwithstanding anything herein, Owner shall not sever, convey, assign, sell, or otherwise transfer the rights to develop, install, operate, or maintain a BESS, or any other rights granted under this Lease Agreement, including the right to receive payments from the Tenant, separate and apart from the Property's fee title except to a successor owner of the fee title to the Property. In any agreement providing for the transfer of all or a portion of Owner's interest in the fee title to the Property, Owner shall ensure such agreement includes provisions that establish that, by virtue of such transfer, the future owner assumes Owner's obligations under this Lease Agreement as to the portion of Owner's interest in the fee title so purchased or so transferred.

Section 9.3 Right to Encumber. Tenant may, at any time and from time to time, conditionally or unconditionally, and without obtaining the consent of Owner, hypothecate, mortgage, grant, collaterally assign, or pledge all or any portion of Tenant's right, title, or interest under this Lease Agreement and/or in any Project Facilities to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to Project Facilities or Operations (a "**Lender's Lien**").

ARTICLE 10. GENERAL PROVISIONS

Section 10.1 Insurance.

(a) Tenant will cause its Sublessee at Sublessee's sole expense to maintain at all times, with financially responsible insurers approved to do business in the Commonwealth of Virginia insurance, including, without limitation: (i) commercial general liability insurance, including personal injury and property damage against claims arising out of or connected with the possession, use, operation or leasing of the Property in the amount of \$1,000,000 each occurrence and \$3,000,000 in the aggregate and (ii) with respect to the improvements related to the Project, during such time periods that material construction activities are being conducted by Sublessee on the Property, "all risk" builder's risk insurance and after all testing and commissioning has been completed, commercial property insurance. Any insurance required under this Section 10.1 may be subject to reasonable deductibles as are usually carried by prudent persons or companies of similar financial condition operating similar properties. Such insurance may be included under a blanket policy or policies covering the Property and other property and assets not constituting part of the Property. Any property insurance policies carried by either Owner, Tenant, or Sublessee shall include a waiver of the insurer's rights of subrogation against the other Party. Such insurance shall identify Owner as an additional insured under Sublessee's commercial general liability insurance policy, and Tenant shall provide Owner with evidence of such insurance in the form of a self-insured letter or certificate of insurance upon commencement of this Lease Agreement and annually thereafter upon request by Owner.

(b) [intentionally omitted]

Section 10.2 Environmental Matters.

(a) Other than as set forth on Exhibit 10.2, Owner represents and warrants to Tenant that, to the best of Owner's knowledge (i) the Property is in compliance with Environmental Laws and (ii) there are no Hazardous Materials in, on, or under the Property, other than herbicides, pesticides and fertilizers that have been stored, mixed and applied on the Property in compliance with normal agricultural practices and in compliance with Environmental Laws.

(b) Tenant assumes responsibility for and agrees to comply with (i) all Environmental Laws applicable to Tenant's use of the Property, and (ii) all remediation and other requirements (as well as all consequences of the existence of) Hazardous Materials released on, in, under, from or onto, the Property by Tenant, or anyone acting through or on behalf of Tenant. Owner assumes responsibility for and agrees to comply with (i) all Environmental Laws applicable to Owner's use of the Property, and (ii) all remediation and other requirements regarding (as well as all consequences of the existence of) Hazardous Materials located on or released on, from or onto, the Property other than by Tenant or its contractors, including without limitation any Hazardous Materials located on the Property prior to the Effective Date.

Section 10.3 Indemnity.

(a) Indemnification. To the extent permissible under applicable Laws, each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and such other Party's mortgagees, Affiliates, officers, employees and agents (the "**Indemnified Party**") against any and all losses, damages (excluding consequential damages unless required to be paid by any Indemnified Party pursuant to a legal judgment obtained by a third party against such Indemnified Party for a claim for which an Indemnifying Party is required to provide

indemnity hereunder), expenses and other liabilities, including without limitation reasonable attorneys' fees and any third party claims, to the extent pertaining to a third party claim for physical damage to property or physical injury to any person (each, a "**Claim**" and collectively, the "**Claims**"), to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property, (ii) in the case of losses, damages, expenses and other liabilities incurred by Owner as the "Indemnified Party," any environmental mitigation or conservation activities conducted by or on behalf of Tenant, its employees, Affiliates, agents or invitees or any other third parties with access to the Property, (iii) any negligent act or negligent failure to act or willful misconduct on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, (iv) any breach or inaccuracy of any representations or warranties made by the Indemnifying Party under this Lease Agreement, or (v) any breach of this Lease Agreement by the Indemnifying Party. This indemnification shall survive the termination of this Lease Agreement. This indemnification shall not apply to losses, damages, claims, expenses, and other liabilities to the extent (a) caused by any negligent or deliberate act or omission on the part of the Indemnified Party or its Affiliates, officers, employees and agents, or (b) covered by insurance to the extent such proceeds are received by the Indemnified Party. **EACH PARTY WAIVES THE RIGHT TO COLLECT FROM THE OTHER PARTY PUNITIVE OR CONSEQUENTIAL DAMAGES FOR ANY MATTER UNDER THIS AGREEMENT, PROVIDED THAT AN INDEMNIFYING PARTY SHALL BE REQUIRED TO PAY ANY PUNITIVE OR CONSEQUENTIAL DAMAGES AWARDED TO A THIRD PARTY AS THE RESULT OF A THIRD-PARTY CLAIM.**

(b) Notice of Claim. Subject to the terms of this Lease Agreement and upon obtaining knowledge of a Claim for which it is entitled to indemnity under this Article 10, within thirty (30) days of obtaining such knowledge, the Indemnified Party shall deliver a notice of such Claim ("**Notice of Claim**") to the Indemnifying Party. The failure to provide (or timely provide) a Notice of Claim will not affect the Indemnified Party's rights to indemnification; provided, however, the Indemnifying Party is not obligated to indemnify the Indemnified Party for the increased amount of any loss which would otherwise have been payable to the extent that the increase resulted from the failure to deliver timely a Notice of Claim.

(c) Defense of Third-Party Claims. To the extent permissible under applicable Laws, the Indemnifying Party shall defend, in good faith and at its own expense, any Claim or demand pursuant to this Article 10 as set forth in a Notice of Claim relating to a third-party Claim, and the Indemnified Party, at its expense, may participate in the defense, unless the Indemnifying Party chooses counsel not reasonably acceptable to the Indemnified Party. If the Indemnifying Party does not pursue with reasonable diligence such defense of a third-party Claim, the Indemnified Party may defend the Claim at the Indemnifying Party's expense. The Indemnified Party shall have a right to notice of any settlement, and the Indemnifying Party shall not execute or otherwise agree to any consent decree that provides for other than monetary payment within such Indemnifying Party's sole ability to pay, without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Indemnified Party shall have the right to pay or settle any such Claim, provided that in such event it shall waive any right to indemnity therefor by the Indemnifying Party. If the Indemnifying Party elects not to defend or settle such proceeding, Claim, or demand and the Indemnified Party defends, settles, or otherwise deals with any such proceeding, Claim, or demand, then the Indemnified Party shall provide thirty (30) days' advance written notice of any

property settlement, which settlement may be without the consent of the Indemnifying Party, to the Indemnifying Party and will act reasonably and in accordance with its good faith business judgment. The Indemnified Party and the Indemnifying Party shall cooperate fully with each other in connection with the defense, negotiation, or settlement of any such legal proceeding, Claim, or demand.

(d) Access to Information. If any Claim is made by a third party against an Indemnified Party, the Indemnified Party shall use its best efforts to make available to the Indemnifying Party those partners, directors, officers, and employees whose assistance, testimony or presence is necessary to assist the Indemnifying Party in evaluating and in defending such Claims; provided, however, that any such access shall be conducted in such a manner as not to interfere unreasonably with the operations of the business of the Indemnified Party, but failure to use commercially reasonable efforts to provide necessary witnesses or access to information will excuse Indemnifying Party's performance.

(e) Reduction for Insurance and Other Recovery. The indemnities set forth in Section 10.3 above shall be without regard to whether Indemnified Party may also have a Claim against a third party for any of the losses. The gross amount that an Indemnifying Party is liable to, for, or on behalf of any Indemnified Party shall be reduced by any insurance proceeds, payments received in respect of a judgment or settlement, or other amounts actually recovered by or on behalf of the Indemnified Party related to the loss. If an Indemnified Party shall have received or shall have had paid on its behalf an indemnity payment in respect of a loss and shall subsequently receive, directly or indirectly, insurance proceeds, payments in respect of a judgment or settlement, or other amounts in respect of such loss, then the Indemnified Party shall pay to the Indemnifying Party all such amounts received or, if less, the amount of the indemnity payment.

Section 10.4 Safety Measures. Owner authorizes Tenant to take reasonable safety measures to reduce the risk of damage to the Project Facilities or the risk that the Project Facilities will cause damage, injury, or death. While on the Property, Tenant shall comply with all of Owner's safety policies and procedures.

Section 10.5 Condemnation. If all or part of the Property is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "**Taking**"), then Owner shall provide Tenant with reasonable advance notice of any impending proceeding or meeting related to such Taking of which Owner is aware and shall not in the absence of Tenant settle with the Taking authority or agree on compensation for such Taking. Any award or other compensation ("**Award**") payable as a consequence of such Taking shall be paid as follows:

(a) Owner shall be entitled to receipt from the Award of the value of its fee interest in the portion of the Property taken; and thereafter,

(b) Tenant shall be entitled to receive out of the Award (i) the value of the leasehold estate pursuant to the Lease in the portions of the Property subject to the Taking that would have existed but for the Taking; (ii) the value of the Project Facilities; and/or (iii) any other compensation or benefits payable by law as a consequence of the interruption of Tenant's business

and the other costs and expenses incurred by Tenant as consequence of the Taking such as relocation expenses, and thereafter

(c) Owner shall be entitled to any remainder of the Award.

Section 10.6 Notices. Any notices, statements, requests, demands, consents, correspondence, or other communications required or permitted to be given hereunder shall be in writing and shall be given personally, by certified or registered mail, postage prepaid, return receipt requested, or by overnight or other courier or delivery service, freight prepaid, to the address of the Party to be notified as indicated in the Basic Terms (and if to a Lender, the address indicated in any notice to Owner provided under Section 8.2(a) or in any estoppel certificate signed by Owner). If Owner sends any notices or other communications to Tenant pursuant to this Lease Agreement, Owner shall also simultaneously send a copy of such notice or other communication to Sublessee, at the following address: Harrisonburg VA BESS 1 LLC, at the following address: c/o Lightshift Energy, 1201 Wilson Blvd., 9th Floor, Arlington, VA 22209.

Notices delivered by hand shall be deemed delivered when actually received, and notices sent by certified or registered mail or by overnight or other courier or delivery service shall be deemed delivered and received on the first to occur of (i) three (3) days after deposit in the United States mail or with such overnight or other courier or delivery service, addressed to such address, or (ii) written acceptance of delivery by the recipient. Each Party and any Lender may change its address for receipt of notices by sending written notice hereunder of such change to the other Party (in the case of a Lender, to both Parties) in the manner specified in this Section 10.6. Notwithstanding the foregoing, any amounts payable to Owner under this Lease Agreement shall be deemed tendered three (3) days after a check for the same, addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

Section 10.7 Force Majeure. Notwithstanding any other provision of this Lease Agreement, each Party's obligations under this Lease Agreement (other than monetary obligations, none of which shall be excused or delayed by reason of this Section 10.7) shall be suspended and excused, and the Term, and any other time periods set forth herein shall continue and be extended for a like period of time, while such Party is hindered or prevented, in whole or in part, from complying with any term, covenant, condition, or provision of this Lease Agreement, by any Event of Force Majeure (as defined in the Basic Terms).

Section 10.8 Meetings with Third Persons. During the Term, Tenant and its representatives, agents and contractors shall have the right to meet with governmental agencies and with any other Persons with whom Owner has contractual arrangements in connection with or relating to the Property or any portion thereof, and to discuss with any such Persons the terms of this Lease Agreement, the terms of any contractual arrangements between Owner and any such Person, and any other matters relating to the Property or Tenant's intended use of the Property.

Section 10.9 RESERVED.

Section 10.10 Third Party Beneficiaries. Except with respect to the rights of Sublessee as provided in Section 10.22 below and the rights of Lenders (which Lenders are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the

agreements and covenants contained herein are made solely for the benefit of the Parties, their respective successors and assigns, and shall not be construed as benefiting any Person who is not a Party to this Lease Agreement, nor otherwise give rise to any cause of action in any Person who is not a Party hereto.

Section 10.11 RESERVED.

Section 10.12 Covenants Running With the Land. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used, and occupied subject to the provisions of this Lease Agreement, which provisions shall run with the Property, and shall be binding upon and inure to the benefit of the Parties and each other Person having any interest therein during their ownership thereof, and their respective tenants, heirs, executors, administrators, successors, and assigns.

Section 10.13 Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to the choice of law principles thereof.

Section 10.14 Memorandum. Concurrently with execution hereof, the Parties shall execute the Memorandum of Lease and cause it to be acknowledged and recorded in the Real Property Records, and Tenant shall pay all costs (including transfer and recordation taxes and fees) associated with such recordation. If the Memorandum of Lease is recorded, each Party covenants to execute and acknowledge (A) a valid release of such Memorandum of Lease, in recordable form, effective upon the expiration, or earlier termination, of this Lease Agreement (and which may thereupon be recorded by Owner), and (B) an amendment to such Memorandum of Lease, in recordable form, upon any amendment to this Lease Agreement which renders any information set forth within the original Memorandum of Lease incorrect in any material respect (and which may thereupon shall be recorded by Tenant). The provisions of this section shall survive expiration or earlier termination of this Lease Agreement.

Section 10.15 Savings Clause. If any term or provision hereof is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, then the same shall not affect the validity or enforceability of any other term or provision hereof, the terms and provisions hereof being severable.

Section 10.16 No Waiver. The waiver of any covenant, condition, or agreement contained herein shall not constitute a waiver of any other covenant, condition, or agreement herein or of the future performance thereof.

Section 10.17 Entire Agreement; Modifications. This Lease Agreement, including any Schedules attached hereto, contains the entire agreement between the Parties in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings, and representations, whether oral or written, are merged herein and superseded hereby. No modification, waiver, amendment, discharge, or change of this Lease Agreement shall be valid unless the same is (i) in writing and signed by the Party against whom the enforcement thereof is sought, and (ii) consented to in writing by Sublessee.

Section 10.18 Multiple Counterparts. This Lease Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

Section 10.19 Survival. The provisions of this Lease Agreement relating to indemnification from one Party to the other Party, and Tenant's restoration obligations under Section 6.4, shall survive any termination or expiration of this Lease Agreement. Additionally, any provisions of this Lease Agreement that require performance subsequent to the termination or expiration of this Lease Agreement shall also survive such termination or expiration.

Section 10.20 Cooperation. The Parties agree to reasonably cooperate with each other in the implementation and performance of this Lease Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Lease Agreement. Unless expressly provided otherwise in this Lease Agreement, wherever this Lease Agreement gives a Party a right to determine, require, specify, or take similar action with respect to matters, such determination, requirement, specification, or similar action shall be reasonable.

Section 10.21 Construction. In this Lease Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The terms "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." Both Parties acknowledge that each was actively involved in the negotiation and drafting of this Lease Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Lease Agreement shall be construed in favor of or against either Party because one is deemed to be the author thereof. Captions or titles used herein are for convenience of reference only and do not affect the meaning or intent hereof.

Section 10.22 BESS Sublease.

(a) Owner acknowledges that, per Section 9.1 of this Lease Agreement, Tenant may sublease the Property to Sublessee (the "**BESS Sublease**") at any time on or after the Effective Date. Owner acknowledges that the BESS Sublease shall provide that Tenant subleases the Property to Sublessee in accordance with and subject to the terms of this Lease Agreement. As such, upon execution of the BESS Sublease, Owner hereby acknowledges, consents to, and accepts (i) the BESS Sublease and the grant of rights to Sublessee thereunder, and (ii) the performance by Sublessee of any or all of Tenant's obligations under this Lease Agreement on behalf of Tenant. The BESS Sublease shall not be deemed a breach of this Lease Agreement or otherwise give Owner the right to terminate this Lease Agreement, and this Lease Agreement shall remain in full force and effect for the Term.

(b) Upon the date that the BESS Sublease is executed, Owner agrees to execute and deliver to Sublessee an estoppel, non-disturbance and recognition agreement in substantially the form attached hereto as Schedule C, which Sublessee is hereby authorized to record in the Office of the Clerk of the Rockingham County Circuit Court.

(c) In the event that the BESS Sublease is terminated, such termination shall constitute an Event of Monetary Default and Owner may exercise Owner's rights accordingly as set forth in Article 8 hereof.

[remainder of this page intentionally blank]

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

OWNER:

THE CITY OF HARRISONBURG, VIRGINIA,
a Virginia municipal corporation.

By:_____

Name: _____

Title: _____

Date Signed: _____

(Tenant’s Signature Appears on the Following Page)

TENANT:

VIRGINIA MUNICIPAL ELECTRIC ASSOCIATION NO. 1,
a Virginia nonstock corporation

By: _____

Name: _____

Title: _____

Date Signed: _____

Exhibit 10.2 to Lease Agreement

Parcel 003 A 1 3 B 1 3, which is located across Ramblewood Road from the Property, was formerly used as a landfill from approximately 1970 until 1994. Owner hereby discloses the possibility of environmental matters arising from or relating to the proximity of the Property to the former Landfill.

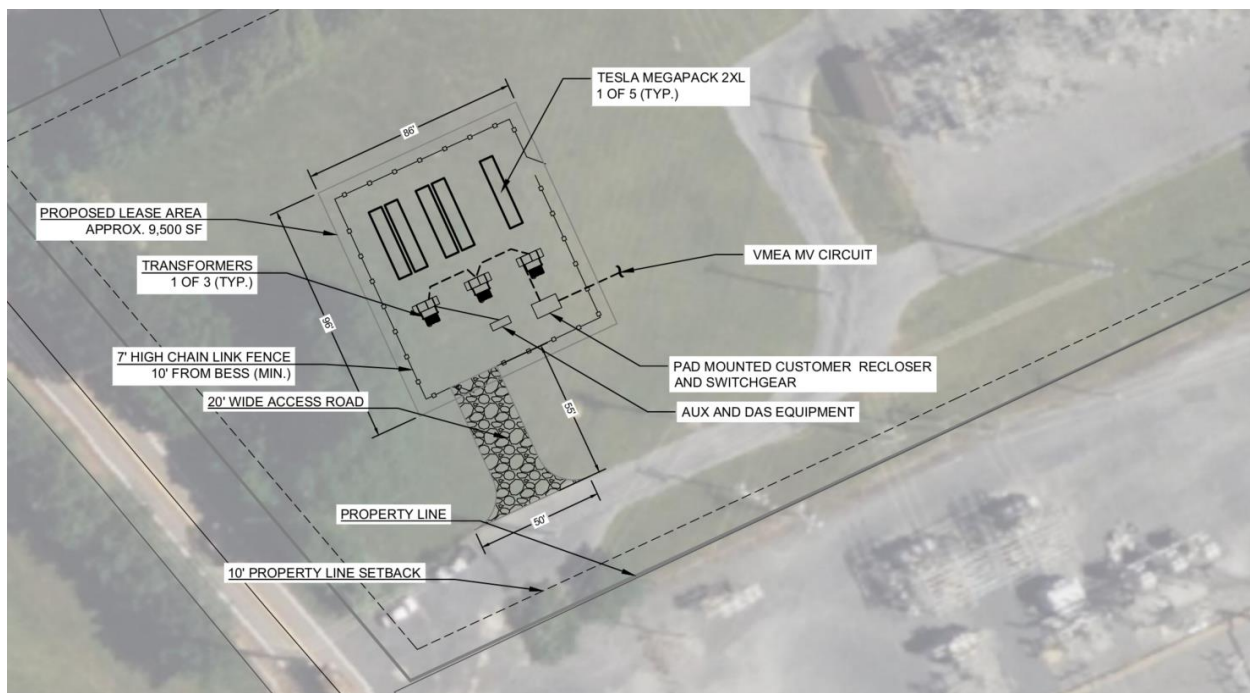
Exhibit 10.22 to Lease Agreement

Form of BESS Sublease

Schedule A to Lease Agreement

Description of Property

The Property is an approximately 11,000 +/- square feet portion of the land located at 2230 Ramblewood Road, Harrisonburg, VA. The Property is planned to be that which is contained within the boundaries labeled as “Proposed Lease Area” as depicted on the image below. The exact size and orientation of the Property shall be confirmed during the design and permitting process. Easements for the Access Road and connection to the Utility are anticipated as indicated on the below image.



[remainder of this page intentionally blank]

Schedule B to Lease Agreement

Memorandum of Lease

This instrument prepared by
and after recording return to:

Richmond, Virginia _____

City of Harrisonburg

Tax Map Numbers: _____

Actual Value of Leased Property: \$ _____

NOTE TO CLERK: THE RECORDING TAXES DUE ON A MEMORANDUM OF LEASE PURSUANT TO CODE OF VIRGINIA (1950) SECTION 58.1-807(B) IS CALCULATED ON THE BASIS OF THE LOWER OF (A) THE GROSS RENTAL DUE OVER THE LEASE TERM OR (B) THE LEASED PROPERTY'S ACTUAL VALUE. THE LEASED PROPERTY CONSISTS OF PORTIONS OF THE ABOVE-REFERENCED TAX MAP PARCELS HAVING AN AGGREGATE AREA OF [REDACTED] ACRES AND AN AGGREGATE PRORATED TAX ASSESSED VALUE OF \$ [REDACTED]. THE GROSS RENTAL DUE OVER THE LEASE TERM EXCEEDS THIS PRORATED TAX ASSESSED VALUE.

MEMORANDUM OF BESS PROJECT GROUND LEASE AGREEMENT

This MEMORANDUM OF BESS PROJECT GROUND LEASE AGREEMENT (this "**Memorandum**") is effective as of the ____ day of _____, 20__ (the "**Effective Date**"), by and between the **CITY OF HARRISONBURG, VIRGINIA**, a Virginia municipal corporation, having an address 89 West Bruce Street, Harrisonburg, Virginia 22801-3699 ("**Owner**"), and **VIRGINIA MUNICIPAL ELECTRIC ASSOCIATION NO. 1**, a Virginia nonstock corporation, with an address of 89 West Bruce Street, Harrisonburg, Virginia 22801-3699, Attention: Brian D. O'Dell ("**Tenant**").

WITNESSETH:

That in consideration of the rents, covenants and conditions more particularly set forth in that certain BESS Project Ground Lease Agreement of even date herewith made by and between Owner and Tenant (the “**Lease Agreement**”), Owner and Tenant do hereby covenant, promise and agree as follows:

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease Agreement.

2. **Property.** Pursuant to the terms of the Lease Agreement, Owner does demise unto Tenant and Tenant does take from Owner for the term (as hereinafter defined) the Property described on Schedule A-1 attached hereto and made a part hereof.

3. **Term.** The Lease Term commenced on the Effective Date. The Lease Term is comprised of a Development and Construction Term of up to one year from the Effective Date and an Operations Term that commences upon the expiration of the Development and Construction Term and expires on the twentieth (20th) anniversary of the expiration of the Development and Construction Term, unless sooner terminated as provided in the Lease Agreement. Tenant shall have up to six (6) months after the expiration or earlier termination of the Lease Term to complete its restoration obligations contained in the Lease Agreement.

4. **Effect of Memorandum.** The sole purpose of this instrument is to give notice of the Lease Agreement and its terms, covenants and conditions to the same extent as if the Lease Agreement were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Lease Agreement and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Lease Agreement or determine the intent of the parties under the Lease Agreement.

[REMAINDER OF PAGE BLANK; SIGNATURES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be executed in its name pursuant to due authority.

OWNER:

THE CITY OF HARRISONBURG, VIRGINIA,
a Virginia municipal corporation.

By: _____
Name: _____
Title: _____

Date Signed: _____

STATE/Commonwealth of _____
City/County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____ as _____ of the City of Harrisonburg, Virginia, a Virginia municipal corporation, on behalf of such City.

Notary Public

My commission expires: _____
Notarial Registration Number: _____

[Notarial Seal]

TENANT:

VIRGINIA MUNICIPAL ELECTRIC ASSOCIATION NO. 1,
a Virginia nonstock corporation

By: _____

Name: _____

Title: _____

Date Signed: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____,
202_, by _____ as _____ of Virginia Municipal Electric Association No. 1, a
Virginia nonstock corporation, on behalf of the corporation.

Notary Public

My commission expires: _____

Notarial Registration Number: _____

[Notarial Seal]

Schedule A-1 to Memorandum

The Property

All that certain tract or parcel of land containing 11,000 square feet, more or less, in the location and as shown on the preliminary site plan below (the “Property”), together with the right of vehicular ingress and egress over and across the existing driveway located upon the Parent Parcel, as defined below. The Property is a portion [description].

Preliminary Site Plan

Schedule C to Lease Agreement

Form of Estoppel, Non-Disturbance and Recognition Agreement

Prepared by and please return to:

Tax Parcel Nos.: _____

ESTOPPEL, NON-DISTURBANCE AND RECOGNITION AGREEMENT

This Estoppel, Non-Disturbance and Recognition Agreement (this “Agreement”), dated as of [●], 2024, is executed by the **CITY OF HARRISONBURG, VIRGINIA**, a Virginia municipal corporation (“Landowner”) for the benefit of Harrisonburg VA BESS 1 LLC.

RECITALS

A. Landowner and Virginia Municipal Electric Association No. 1, a Virginia nonstock corporation (“VMEA”) have entered into that certain BESS Project Ground Lease Agreement dated as of _____, 202_ (collectively, the “Prime Lease”), which Prime Lease applies to and affects certain real property located in the City of Harrisonburg, Virginia (the “Property”). The Prime Lease is evidenced by that certain Memorandum of Lease dated _____ (the “Prime Lease Memorandum”), such Prime Lease Memorandum being recorded at Book _____, Page _____ in the Clerk’s Office of the Rockingham County Circuit Court (the “Clerk’s Office”). Reference is made to Schedule A of the Prime Lease Memorandum for a more particular description of the Property. Under the Prime Lease, Landowner leased the Property to VMEA, upon the terms and conditions set forth in the Prime Lease, in order to construct, operate, and maintain a BESS facility (the “Project”) on the Property.

B. VMEA and Sublessee have entered into that certain BESS Project Ground Sublease Agreement dated as of _____, 202_ (the “Sublease”), which Sublease applies to and affects the Property, and which Sublease is evidenced by that certain Memorandum of Sublease dated as of _____, 202_, and recorded in the Clerk’s Office on even date herewith and prior hereto (the “Sublease Memorandum”). Under the Sublease, VMEA subleased the Property to Sublessee, upon the terms and conditions set forth in the Prime Lease, in order to construct, operate, and maintain the Project on the Property.

C. In connection with the Prime Lease and the Sublease, Landowner agreed to enter into, execute, and deliver this Agreement upon the execution of the Prime Lease and Sublease.

NOW THEREFORE, in consideration of the foregoing, and in recognition that Sublessee is relying on the accuracy of the representations and warranties contained in this Agreement in entering into the Sublease, Landowner and Sublessee hereby acknowledge, agree, represent, and warrant as follows:

AGREEMENT

1. Estoppel. Landowner represents and warrants to Sublessee that:

(a) The execution, delivery and performance by Landowner of this Agreement and the Prime Lease have been duly authorized by all necessary parties on the part of Landowner.

(b) The Prime Lease:

(i) is in full force and effect and constitutes the legal, valid and binding obligation of Landowner, enforceable against Landowner in accordance with its terms;

(ii) has not been amended, assigned, or supplemented, since the date of its execution; and

(iii) represents the entire agreement between Landowner and VMEA regarding the Property.

(c) To Landowner's knowledge, VMEA is not in breach or default of any of its obligations under the Prime Lease; nor do there presently exist any state of facts which, with the passage of time or the giving of notice, would constitute such a breach or default. There do not presently exist any material disputes between Landowner and VMEA under the Prime Lease, and any fees and other sums due and payable under the Prime Lease have been paid through the date of this Agreement.

(d) Landowner is the sole current owner and holder of the fee interest in the Property, and except for the Prime Lease, Landowner has not assigned, sublet, hypothecated, leased, or otherwise transferred its interest, or any portion thereof, in and to the Property or under the Prime Lease, and has not executed any mortgage, deed of trust, or other consensual lien encumbering Landowner's interest in the Property or the Prime Lease.

(e) No voluntary actions or, to Landowner's knowledge, involuntary actions are pending against Landowner under the insolvency or bankruptcy laws of the United States or any other jurisdiction.

2. Non-Disturbance/Attornment. Landowner hereby expressly consents to the Sublease and hereby agrees (i) to accept the performance, fulfilling, and discharge by Sublessee of all duties, terms, conditions, covenants, promises, and obligations required to be kept, performed, fulfilled, or discharged by VMEA under the Lease as if such performance had been made by VMEA, and (ii) Sublessee shall have all the rights granted to VMEA under the Lease as if Sublessee were named "tenant" thereunder. If the Lease is terminated, Landowner shall not name Sublessee in any termination or similar proceeding; possession of the Property will be transferred

subject to the Sublease; Sublessee shall attorn to Landowner; and the Sublease shall bind Landowner and Sublessee to the same extent as though Landowner had been named “sublessor” in the Sublease.

3. Miscellaneous.

(a) This Agreement shall inure to the benefit of the parties and their respective principals, successors and assigns.

(b) This Agreement may be executed and delivered by facsimile or other electronic means (*e.g.*, e-mail transmission of this Agreement in .pdf format) and shall be legally binding on the party so executing and delivering such counterpart, provided that an original signature is delivered thereafter.

(c) This Agreement is executed for the purpose of recordation in the Clerk’s Office in order to give notice of the respective rights and obligations of the parties hereto. This Agreement is not a complete summary of the terms of the unrecorded Prime Lease or Sublease. The provisions in this Agreement shall not be used in interpreting the terms of the Prime Lease or the Sublease.

[REMAINDER OF PAGE BLANK; SIGNATURES FOLLOW]

LANDOWNER:

CITY OF HARRISONBURG, VIRGINIA,
a Virginia municipal corporation.

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA }
 }
CITY/COUNTY OF _____ }

Before me, a notary public in and for the jurisdiction aforesaid, this ____ day of _____, 202_, appeared _____, who acknowledged that they executed the foregoing instrument in their capacity as _____ of the City of Harrisonburg, Virginia, a Virginia municipal corporation, on behalf of said City.

[SEAL]

Notary Public

My Commission Expires: _____

SUBLESSEE:

HARRISONBURG VA BESS 1 LLC,

a Delaware limited liability company

By: _____

Name: _____

Title: _____

COMMONWEALTH/STATE OF _____ }

}

CITY/COUNTY OF _____ }

}

Before me, a notary public in and for the jurisdiction aforesaid, this ____ day of _____, 202_, appeared _____, who acknowledged that they executed the foregoing instrument in their capacity as _____ of Harrisonburg VA BESS 1 LLC, on behalf of said corporation.

[SEAL]

Notary Public

My Commission Expires: _____

**RESOLUTION APPROVING
BATTERY ENERGY STORAGE SYSTEM AGREEMENTS**

Whereas, the Harrisonburg Electric Commission (“HEC”) desires to participate in battery energy storage system projects (the “BESS Projects”), whereby a battery energy storage system would be installed and interconnected with the electric facilities of HEC and the Town of Culpeper; and

Whereas, pursuant to Tolling Agreements (TA) to be entered into between the Virginia Municipal Electric Association No. 1 (“VMEA”) and the owner of the Bess Project facilities, VMEA will discharge electricity that has been stored in the BESS Project facilities pursuant to the terms of the Tolling Agreement and compensate the Owner accordingly; and

Whereas, the BESS Projects will reduce VMEA’s peak load, which will enable significant cost savings by VMEA by reducing VMEA’s costs in purchasing electricity, which savings can then be apportioned to the VMEA members, including HEC; and

Whereas, Section 8-1-11 of the City Code of the City of Harrisonburg, Virginia provides that the City Council must approve any HEC contracts or agreements that exceed 10 years in duration, and this requirement applies to certain agreements in connection with the Bess Project.

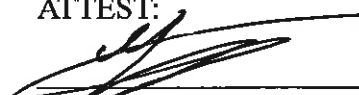
Now, Therefore, the Harrisonburg Electric Commission resolves as follows:

1. The lease to VMEA of certain real property, consisting of 11,000 square feet, more or less, located at 2230 Ramblewood Road, Harrisonburg Virginia (the “Lease”) is hereby approved in substantially the form attached hereto as **Exhibit A**, with such changes as may be approved by HEC’s General Manager in consultation with its attorney.
2. The Battery Energy Storage System Output Purchase Agreement (the “Member Agreement”) is hereby approved in substantially the form attached hereto as **Exhibit B**, with such changes as may be approved by HEC’s General Manager in consultation with its attorney.
3. The General Manager is hereby authorized to negotiate and enter into an Interconnection Agreement for Battery Energy Storage Facility (the “Interconnection Agreement”) with the owner of the BESS Project facilities, in such form as may be approved by HEC’s General Manager in consultation with its attorney.
4. The City Council of the City of Harrisonburg is respectfully requested to approve the Lease, Member Agreement, and Interconnection Agreement,
5. The General Manager or Chair of the Harrisonburg Electric Commission, either of whom may act, is authorized to execute the Lease, Member Agreement, and Interconnection Agreement, and to take any other actions that may be reasonable and necessary to effect the purposes of this

Resolution.

Date: 8/25/26

ATTEST:


Gil Colman, Secretary


Quinton Callahan, Chair

CITY OF HARRISONBURG



July 8, 2025 City Council Meeting

Title

Ordinance Granting a Lease of Certain Real Property of the City of Harrisonburg—Wesley Russ, Deputy City Attorney

Summary

Consider adopting an ordinance granting a lease of real property, consisting of 11,000 square feet, more or less, located at 2230 Ramblewood Road, Harrisonburg, Virginia, to be used for the operation for a battery energy storage system for the sale of electricity to the Virginia Municipal Electric Association No. 1., for a term of approximately 15 years.

Recommendation

Option 1. Adopt the ordinance as presented

Fiscal Impact

The BESS Project will enable significant cost savings for VMEA members, including HEC.

Context & Analysis

The Harrisonburg Electric Commission (HEC) desires to participate in a battery energy storage system project (the “BESS Project”), where a BESS system would be installed and interconnected with HEC’s electric facilities. The BESS Project will reduce the peak load of Virginia Municipal Electric Association No. 1 (“VMEA”), which will enable significant cost savings. Those savings will be apportioned to VMEA members, including HEC.

Section 8-1-11 of the City Code of the City of Harrisonburg, Virginia requires City Council approve any HEC contracts or agreements that exceed 10 years in duration.

Options

1. Adopt the ordinance as requested by HEC

Attachments

1. Proposed ordinance

Schedule A-1 to Memorandum

The Property

All that certain tract or parcel of land containing 11,000 square feet, more or less, in the location and as shown on the preliminary site plan below (the "Property"). The Property is a portion of that certain real estate acquired by the City of Harrisonburg, Virginia by Certificate of Take dated April 13, 1964, which Certificate is recorded in the land records of the Clerk's Office of the Rockingham County Circuit Court in Deed Book 316, at page 44 (the "Parent Parcel"), which Parent Parcel is described therein as consisting of 1.0406 acres, more or less.

Preliminary Site Plan



CITY OF HARRISONBURG NOTICE OF PROPOSED LEASE

Please take notice that on Tuesday, September 22, 2026, at 7:00 p.m., in the Council Chambers of the City Hall, 409 South Main Street, Harrisonburg, Virginia, 22801, the City Council for the City of Harrisonburg will hear public comments and thereafter consider an ordinance granting a lease of certain real property, consisting of 11,000 square feet, more or less, located at 2230 Ramblewood Road, Harrisonburg Virginia, to be used for the operation of a battery energy storage system for the sale of electricity to the Virginia Municipal Electric Association No. 1. The term of the proposed lease is approximately 20 years. Pursuant to Virginia Code § 15.2-2101(B), any party may make a written bid for the lease. A summary of the bids will be opened and read aloud in an open session of the Council at the aforesaid time and place, and they must be submitted on or before September 21, 2026, to the City Manager's office at Third Floor, 409 South Main Street, Harrisonburg, Virginia 22801. The City reserves the right to reject any and all bids. The full text of ordinance and the proposed lease agreement are on file at the City Manager's Office.

Note to Editor: Please run the above notice in the Public Notice Section of the Daily News Record on September 10, 2026, and September 14, 2026, and also place the notice on the public notice page of the Daily News Record website.



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: RES 26-008, **Version:** 1

Subject:

Consider adopting a Resolution approving Battery Energy Storage System Agreements

Presented By: Chris Brown, City Attorney

On July 8, 2025 Council approved a lease and resolution associated with HEC's participation in a project involving a Battery Energy Storage System (BESS) with Virginia Municipal Electric Association No. 1 (VEMA) and a third party. That project did not materialize as anticipated. A new BESS project has been developed by HEC and VEMA. The new project is essentially the same as previously approved by Council except the lease and contract term has increased from 15 to 20 years, the third party developer is now Lightshift Energy.



September 22, 2026 City Council Meeting

Title

Resolution Approving Battery Energy Storage System Agreements—Chris Brown, City Attorney

Summary

On July 8, 2025 Council approved a lease and resolution associated with HEC's participation in a project involving a Battery Energy Storage System (BESS) with Virginia Municipal Electric Association No. 1 (VEMA) and a third party. That project did not materialize as anticipated. A new BESS project has been developed by HEC and VEMA. The new project is essentially the same as previously approved by Council except the lease and contract term has increased from 15 to 20 years, the third party developer is now Lightshift Energy.

I have attached the relevant Agenda Memo from July 8, 2025 to the agenda item related to this matter.

Recommendation

Option 1. Adopt the resolution as presented.

Fiscal Impact

The BESS Project will enable significant cost savings for VMEA members, including HEC.

Context & Analysis

See agenda memo from July 8, 2025.

Options

1. Adopt ordinance and resolution as requested by HEC
2. Decline to adopt ordinance and resolution

Attachments

1. 07/08/2026 Agenda memo
2. Proposed Resolution
3. BESS VMEA Member Agreement
4. BESS Interconnection Agreement

**RESOLUTION APPROVING
BATTERY ENERGY STORAGE SYSTEM
AGREEMENTS**

Whereas, the Harrisonburg Electric Commission (“HEC”) provides electric utility services to the citizens of the City of Harrisonburg; and

Whereas, HEC is, along with other local governments, a member of the Virginia Municipal Electric Association No. 1 (“VMEA”), which assists and supports HEC in providing efficient electric utility services, including bulk electric power supply matters; and

Whereas, in collaboration with VMEA, HEC desires to participate in battery energy storage system projects (the “BESS Projects”), whereby battery energy storage systems would be installed and interconnected with the electric facilities of VMEA members;

Whereas, pursuant to Tolling Agreements to be entered into between VMEA and the owner of the Bess Project facilities (the “Owner”), VMEA will purchase electricity that has been stored in the Bess project facilities from the Owner; and

Whereas, the Bess Project will reduce VMEA’s peak load, which will result in significant cost savings to VMEA by reducing VMEA’s costs in purchasing electricity; and

Whereas, the significant cost savings realized by VMEA as a result of the BESS Projects can then be apportioned to its members, including HEC; and

Whereas, Section 8-1-11 of the City Code of the City of Harrisonburg, Virginia provides that the City Council must approve any HEC contracts or agreements that exceed 10 years in duration, and this requirement applies to certain agreements in connection with the Bess Projects.

Now, Therefore, the City Council for the City of Harrisonburg, Virginia, resolves as follows:

1. The General Manager or Chair of the Harrisonburg Electric Commission, either of whom may act, is authorized to execute and enter into, on behalf of the City, a Battery Energy Storage System Output Purchase Agreement (the “Member Agreement”) in substantially the form attached hereto as **Exhibit A**.
2. The City Council approves and authorizes HEC to enter into that certain Interconnection Agreement for Battery Energy Storage Facility (the “Interconnection Agreement”) in substantially the form attached hereto as **Exhibit B**, which Interconnection Agreement contains a term that exceeds 10 years in duration.

3. The General Manager or Chair of the Harrisonburg Electric Commission, either of whom may act, is authorized to take any other actions that may be reasonable and necessary to effect the purposes of this Resolution and to comply with the Member Agreement.

Date: _____

ATTEST:

Clerk

Mayor

INTERCONNECTION AGREEMENT FOR BATTERY ENERGY STORAGE FACILITY

This Interconnection Agreement (“**Agreement**”), dated as of _____, 2026, is by and between [insert legal name], a [NAME OF STATE WHERE INCORPORATED] limited liability company with an address of [FULL LEGAL MAILING ADDRESS] (“**Resource Provider**”) and Harrisonburg Electric Commission, a political subdivision of the City of Harrisonburg, with an address of 89 W. Bruce Street, Harrisonburg, VA 22801 (“**Host Utility**”). Host Utility and Resource Provider may be referred to individually as a “**Party**” or collectively as the “**Parties**.” The Parties agree as follows:

RECITALS

A. Whereas, this Interconnection Agreement applies to battery energy storage facilities, that operate in parallel with the Host Utility distribution grid and are subject to review by Host Utility to ensure safety, system reliability, and operational compatibility.

B. Whereas, Resource Provider desires to construct, install, operate, and maintain a battery energy storage facility identified as “Site A” in Attachment D hereto (the “**Facility**”) and to interconnect such Facility to the Host Utility’s electric distribution system so that Host Utility may charge and discharge the Facility as desired by Host Utility in connection with Host Utility’s provision of electricity. .

AGREEMENT

1. **Scope of Agreement; Effectiveness.** In consideration for Host Utility allowing Resource Provider to interconnect with the Host Utility’s distribution system, Resource Provider agrees to abide by the terms and conditions of this Agreement, as amended or revised from time to time in accordance with Section 9. The execution of the Tolling Agreement by both the Host Utility and Resource Provider in respect of the Facility (the “BESS TA”) and the Sublease from Host Utility to Resource Provider (the “Sublease”) shall each be a condition precedent to the effectiveness of this Agreement and all of the rights and obligations of each Party hereunder (the date that the BESS TA is so executed by the Parties, the “**Effective Date**”).

2. **Conditions to Interconnection of Facility.**

a. Prior to interconnecting with the Host Utility’s distribution system, Resource Provider shall satisfy the following conditions:

i. Host Utility has previously approved the design, installation, interconnection and operation of a Facility meeting the technical specifications described in Attachment A hereto.

ii. Resource Provider will provide advance written notice to Host Utility of its intent to proceed with construction of the Facility. Host Utility may, at its discretion, inspect all interconnection equipment associated with the Facility.

iii. Resource Provider must install and maintain a single lockable with visible break and Host Utility-accessible 24/7 load breaking manual group operated disconnect switch that meets Host Utility’s technical requirements. A licensed electrician in VA must certify in writing that the manual disconnect switch has been installed and is working properly.

iv. The Facility shall be designed, installed, and operated in compliance with all applicable safety and performance standards established by the National Electric Code, National Electric Safety Code, the Institute of Electrical and Electronics Engineers, the City Fire chief, National Fire Protection Association Code, and accredited testing laboratories such as Underwriters Laboratories, as amended from time to time and, where applicable. Resource Provider shall provide written certification stating that the Facility is IEEE 1547-2018 and UL 1741 compliant. Documentation stating compliance with IEEE 1547-2018 and UL 1741 shall be provided by the Resource Provider to Host Utility.

INTERCONNECTION AGREEMENT FOR BATTERY ENERGY STORAGE FACILITY

v. Resource Provider shall obtain and maintain all permits or authorizations required by law to construct, install and operate the Facility.

b. Host Utility reserves the right to inspect the Facility at any time to verify compliance with this Section 2.

3. **Term and Termination.** The term of this Agreement commences on the Effective Date and continues unless terminated in accordance with the BESS TA and Sections 3.a. and 3.b below.

a. Host Utility may terminate this Agreement if Resource Provider fails to comply with any material term or condition of this Agreement within thirty (30) days (or such longer period reasonably required by Resource Provider in the event such failure to comply cannot be reasonably cured within such thirty (30) day period and Resource Provider is pursuing a cure in accordance with prudent industry practices) after a written demand by Host Utility to do so.

b. Resource Provider may terminate this Agreement if Host Utility fails to comply with any material term or condition of this Agreement within thirty (30) days (or such longer period reasonably required by Host Utility not to exceed an aggregate of ninety (90) days) after a written demand by Resource Provider to do so.

c. Upon termination of this Agreement, the Bess TA, or the Sublease, the Facility shall be permanently disconnected from the Host Utility system.

4. **Cost Responsibility for Interconnection Facilities.**

a. The Resource Provider will pay for the cost of, and shall be the owner of, the interconnection facilities identified in Attachment B as interconnection facilities located on Resource Provider's side of the point of interconnection meter (collectively, the "**Resource Provider Interconnection Facilities**").

b. Host Utility will pay for the cost of, and shall be the owner of, the interconnection facilities identified in Attachment B as interconnection facilities located on Host Utility's side of the point of interconnection meter and which are necessary to interconnect the Facility to the Host Utility distribution grid (collectively, the "**Host Utility Interconnection Facilities**").

c. Each Party will be responsible for all expenses associated with owning, operating, maintaining, installing, repairing, replacing, and removal of their own respective interconnection facilities.

5. **Metering.** Resource Provider will be responsible for planning and paying for the procurement, construction, installation, operation, calibration, testing and maintenance of the point of interconnection meter. The Resource Provider shall provide remote access with view capability to the Host Utility.

6. **Liability Insurance.**

a. Resource Provider shall maintain insurance of the type and in the amounts set forth in Attachment C.

b. Upon Host Utility's request, Resource Provider shall provide Host Utility insurance certificate(s) from the issuing insurance company to Host Utility for validation of the proper insurance coverage on the property.

INTERCONNECTION AGREEMENT FOR BATTERY ENERGY STORAGE FACILITY

7. **Modifications.** Any modification to the Resource Provider Facility will require an amendment to this Agreement signed by Host Utility. This excluded ordinary maintenance items of the Facility. The maintenance plan is provided in the BESS TA agreement.

8. **Interruption; Suspension; and Disconnection.**

a. Host Utility may require Resource Provider to interrupt/disconnect or reduce operation of the Facility when necessary to construct, install, maintain, repair or inspect Host Utility equipment or if Host Utility determines that such interruption is necessary because of emergencies, forced outages, a Force Majeure Event or compliance with prudent industry practices. Host Utility shall provide Resource Provider at least three (3) days advance notice prior to any such planned interruption or reduction.

b. Host Utility may, in its sole discretion, and without notice, disconnect the Facility if it appears at any time its operation may endanger Host Utility employees or may impair the integrity of the Host Utility electric distribution system. It being agreed that the Facility shall not be reconnected until the applicable condition has been cured or no longer poses any risk of impairment to the integrity of the Host Utility's electric distribution system.

9. **Amendments.** This Agreement may be amended only by a written instrument signed by both Parties.

10. **Assignment, Liability, Indemnity, Force Majeure, Consequential Damages and Default.**

a. **Assignment.**

i. Resource Provider may not assign its rights under this Agreement or delegate its obligations under this Agreement without Host Utility's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Resource Provider may, without the prior written consent of Host Utility, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any lender or other party providing financing for the Facility, (ii) directly or indirectly assign this Agreement to an affiliate of Resource Provider, (iii) assign this Agreement to any entity through which Resource Provider is obtaining financing or capital for the Facility, and (iv) assign this Agreement to any person succeeding to all or substantially all of the assets of Resource Provider; provided that if Resource Provider assigns 100% of its interest in this Agreement to another Person, Host Utility shall be deemed to release Resource Provider from all of its obligations under this Agreement upon assumption of Resource Provider's obligations by the assignee. Host Utility's consent to any other assignment shall not be unreasonably withheld if Host Utility has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining energy storage systems comparable to the Facility, and (y) has the financial capability to maintain the Facility and comply with the Resource Provider's obligations in the manner required by this Agreement. Resource Provider's subcontracting of any activities related to the construction, operation, repair and/or maintenance of the Facility shall not be deemed a delegation of its obligations hereunder. Upon such assignment all cost incurred by the City associated to review and negotiate the transition to another party shall be borne by the Resource Provider or may be deducted from the BESS TA services payment.

ii. If Resource Provider transfers, pledges, encumbers or collaterally assigns this Agreement to any lender or other party providing financing for the Facility, Resource Provider shall provide written notice to Host Utility of such transfer, pledge, encumbrance or assignment. Host Utility shall also execute a consent to collateral assignment of this Agreement, which consent to collateral assignment shall be in a form conventionally required for similar financings, and shall include customary provisions reasonably requested by the lender or other party providing financing for the Facility. Such provisions may,

INTERCONNECTION AGREEMENT FOR BATTERY ENERGY STORAGE FACILITY

among other matters, relate to payment of amounts due to bank accounts controlled by such lender or other financing party, reasonable consent rights of such lender or other financing party to any amendment of this Agreement, Host Utility's obligation to provide notices of events of default hereunder to such lender or other financing party, and Host Utility's obligation to allow such lender or other financing party the ability to cure any such events of default.

iii. Host Utility shall have the right to assign this Agreement upon prior written consent of the Resource Provider, which consent shall not be unreasonably withheld, provided (i) the proposed assignee's creditworthiness is equal to or better than that of Host Utility at the time of the proposed assignment and (ii) the proposed assignee undertakes to perform all of Host Utility's obligations under the Agreement.

iv. Any attempted assignment that violates this Section 10.a is void and ineffective.

b. **Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act of omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement. The foregoing shall not be deemed or construed to limit any liability of the Parties pursuant to the BESS TA, which liabilities and limitations thereon shall be defined therein.

i. **Reserved.**

c. **Force Majeure.**

i. As used in this Agreement, a "Force Majeure Event" means "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

ii. If a Force Majeure Event prevents a Party from fulfilling any obligations under this agreement, the Party affected by the Force Majeure Event (the "Affected Party") shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstance of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts to resume its performance as soon as possible.

d. **Default.**

i. No uncured breach of a material obligation under this Agreement (an "Event of Default") shall exist where failure to discharge such obligation (other than the payment of money) is the result of a Force Majeure Event or the result of an act or omission of the other Party. Upon the occurrence

INTERCONNECTION AGREEMENT FOR BATTERY ENERGY STORAGE FACILITY

and continuation of a material breach hereunder, the non-breaching Party shall give written notice thereof to the breaching Party. Except as provided in Section 10.d.ii, the breaching Party shall have thirty (30) calendar days from the receipt of such notice within which to cure such breach; provided, however, that if such breach is not capable of being cured within thirty (30) calendar days, the breaching Party shall commence such cure within five (5) calendar days after notice and continuously and diligently complete such cure as soon as possible, but in any event within ninety (90) days from receipt of the notice; and, if cured within such time, the breach specified in such notice shall cease to exist.

ii. Following the occurrence and during the continuation of an Event of Default, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section 10.d will survive termination of this Agreement.

11. **Integrated Agreement.** This Agreement represents the entire agreement between Host Utility and Resource Provider with respect to the interconnection of the Facility to Host Utility's electric distribution system. No other understanding or agreement with any Host Utility representative shall affect or modify any of the terms of this Agreement with respect to the subject matter hereof.

12. **No Third Party Beneficiaries.** This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or cause of action under this Agreement.

13. **Counterparts.** This Agreement may be executed in counterparts, including by electronic means, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

14. **Governing Law; Choice of Forum.** THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH PARTY IRREVOCABLY CONSENTS AND AGREES THAT ANY DISPUTE NOT SETTLED IN ACCORDANCE WITH THE PRE-LITIGATION RESOLUTION PROVISIONS ABOVE SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE COMMONWEALTH OF VIRGINIA LOCATED IN HARRISONBURG, VIRGINIA.

[Signature page follows]

INTERCONNECTION AGREEMENT FOR BATTERY ENERGY STORAGE FACILITY

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

Lightshift Energy:

By: _____

Name: _____

Title:

Harrisonburg Electric Commission:

By: _____

Name: _____

Title:

Attachment A

Technical Specifications Pursuant to Interconnection Application

Facility Configuration	
Rated Nameplate [kVA]	kVA
Energy [MWh]	MWh

Inverter Specifications		
Inverter Manufacturer		
Inverter Model		
Inverter Type		
Inverter Nameplate		
Rated Output Current		
Voltage Range		
Power Efficiency		
Power Factor		

Standards Compliance	
IEEE 1547a-2014	Yes
UL-1741 SA	Yes

INTERCONNECTION AGREEMENT FOR BATTERY ENERGY STORAGE FACILITY

Attachment B

Interconnection Facilities

Resource Provider Interconnection Facilities:	• Medium Voltage (MV) Underground Conduit Prep • MV Connection Bus and Enclosure • MV Transformers for Battery Container Supply • Primary Site Metering and Metering Connection • Site Communications Enclosure
Host Utility Interconnection Facilities:	• Protection Scheme and Integrated SCADA Monitoring/Control • MV Cable from Pole to Pad-Mount MV Connection Bus • Main Fiber Optic Termination in Site Communications Enclosure

INTERCONNECTION AGREEMENT FOR BATTERY ENERGY STORAGE FACILITY

Attachment C

Insurance Coverage

During the Term, Resource Provider shall (or shall require its contractors to) maintain insurance policies that conform, at a minimum, to the specifications set forth in Exhibit D to the BESS TA.

Resource Provider shall provide Host Utility with additional insured status on all policies required herein except Worker's Compensation/ Employer's Liability. Resource Provider hereby waives all rights and claims against Host Utility for losses covered by any insurance policies required to be carried by Resource Provider under this Attachment C, and waives all rights of subrogation of Resource Provider and its insurers, and include a waiver of subrogation in favor of Host Utility on all policies shown above. The insurance required to be maintained by Resource Provider pursuant to this Attachment C may be carried under master insurance policies so long as such policies comply with this Attachment C. The Commercial General Liability Insurance policy shall be primary and non-contributory and include appropriate separation of insured language.

Attachment D

Conceptual Site Map and Single Line Diagram (subject to change pending final engineering design)

CITY OF HARRISONBURG



July 8, 2025 City Council Meeting

Title

Resolution Approving Battery Energy Storage System Agreements—Wesley Russ, Deputy City Attorney

Summary

Consider adopting a resolution authorizing Harrisonburg Electric Commission to enter into a Battery Energy Storage System Output Purchase Agreement and Interconnection Agreement for Battery Energy Storage Facility for a term in excess of 10 years.

Recommendation

Option 1. Adopt the resolution as presented

Fiscal Impact

The BESS Project will enable significant cost savings for VMEA members, including HEC.

Context & Analysis

The Harrisonburg Electric Commission (HEC) desires to participate in a battery energy storage system project (the “BESS Project”), where a BESS system would be installed and interconnected with HEC’s electric facilities. The BESS Project will reduce the peak load of Virginia Municipal Electric Association No. 1 (“VMEA”), which will enable significant cost savings. Those savings will be apportioned to VMEA members, including HEC.

Section 8-1-11 of the City Code of the City of Harrisonburg, Virginia requires City Council approve any HEC contracts or agreements that exceed 10 years in duration.

Options

1. Adopt the ordinance as requested by HEC

Attachments

1. Proposed Resolution
2. BESS VMEA Member Agreement
3. BESS Interconnection Agreement

REVISED AND RESTATED
BATTERY ENERGY STORAGE SYSTEM OUTPUT PURCHASE AGREEMENT
AMONG
VIRGINIA MUNICIPAL ELECTRIC ASSOCIATION NO. 1
AND
THE TOWN OF BLACKSTONE, VIRGINIA,
THE TOWN OF CULPEPER, VIRGINIA,
THE TOWN OF ELKTON, VIRGINIA,
THE CITY OF FRANKLIN, VIRGINIA,
THE HARRISONBURG ELECTRIC COMMISSION,
THE CITY OF MANASSAS, VIRGINIA,
AND
THE TOWN OF WAKEFIELD, VIRGINIA

BATTERY ENERGY STORAGE SYSTEM OUTPUT PURCHASE AGREEMENT

This REVISED AND RESTATE BATTERY ENERGY STORAGE SYSTEM OUTPUT PURCHASE AGREEMENT (“Agreement”) among VIRGINIA MUNICIPAL ELECTRIC ASSOCIATION NO. 1 (“VMEA”) and the TOWN OF BLACKSTONE, VIRGINIA, the TOWN OF CULPEPER, VIRGINIA, the TOWN OF ELKTON, VIRGINIA, the CITY OF FRANKLIN, VIRGINIA, the HARRISONBURG ELECTRIC COMMISSION, the CITY OF MANASSAS, VIRGINIA, and the TOWN OF WAKEFIELD, VIRGINIA (each referred to as a “Member”) (VMEA and each of the Members a “Party” and, collectively, the “Parties”) is made and entered into this ___ day of _____, 2026.

WITNESSETH

WHEREAS, VMEA is a non-stock-not-for-profit corporation created by its members pursuant to Virginia Code Sections 13.1-801 *et seq.* and 15.2-1300 to act on behalf of its members with regard to their bulk electric power supply matters and other related matters;

WHEREAS, the Participant and the other members of VMEA own and operate electric utility systems and are authorized under the laws of the Commonwealth of Virginia to contract to buy from VMEA the electric power and energy required for their present and future requirements;

WHEREAS, the Participant and the other participating members of VMEA purchase from VMEA electric power and energy and other related services;

WHEREAS, under the laws of the Commonwealth of Virginia, the Members have entered into respective agreements with VMEA for the purchase of bulk electric power and energy, transmission service, and other related services under the terms and conditions of an Amended and Restated Power Sales Contract;

WHEREAS, VMEA and the Members entered into a BATTERY ENERGY STORAGE SYSTEM OUTPUT PURCHASE AGREEMENT dated July 1, 2025 (“July 1 Agreement”) and wish to revise and restate the July 1 Agreement with this Agreement;

WHEREAS, VMEA intends to enter into a Tolling Agreement with one or more Vendors for the output of a battery energy storage system to be installed and interconnected with the electric facilities of one or more Members;

WHEREAS, VMEA presently intends to enter into a Tolling Agreement with Lightshift Energy, or an affiliate of Lightshift Energy, for the output of a battery energy storage system to be installed and interconnected with the electric facilities Harrisonburg Electric Commission (the “HEC BESS”) and for the output of a battery energy storage system to be installed and interconnected with the electric facilities of the Town of Culpeper (the “Culpeper BESS”), this prefatory clause shall not be interpreted to limit VMEA from entering into additional Tolling Agreements for additional systems to be installed and interconnected with the electric facilities of any Member if directed by the Members;

WHEREAS, pursuant to any Tolling Agreement for the output of any BESS that successfully reaches commercial operation, VMEA must pay monthly charges to the relevant Vendor for the output of the BESS owned by that Vendor;

WHEREAS, the Members desire VMEA to manage each Tolling Agreement with each Vendor and direct each Vendor such that the applicable BESS is operated to effectively, efficiently, and economically manage the Members’ need for energy;

WHEREAS, the Members and VMEA have determined that VMEA should bear the responsibilities for managing the operation of each BESS and the Members should pay their

proportionate share of all costs under the Tolling Agreements and necessary to the construction, integration, and operation of each BESS pursuant to the terms and conditions agreed to herein;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties as follows:

ARTICLE 1

DEFINITIONS

- 1.1 BESS shall mean a battery energy storage system to be installed and interconnected with the electric facilities of a Member that achieves commercial operation.
- 1.2 Operations Account shall mean the specific VMEA bank account where the funds provided by the Participants for their proportionate share of the VMEA costs associated with any BESS and any Tolling Agreement are deposited and from which VMEA will pay invoices tendered by any Vendor pursuant to a Tolling Agreement as well as any other costs associated with each BESS.
- 1.3 Participant Share shall mean the percentage entitlement, as set forth in Section 4.4 below, to the benefits of each BESS and the percentage obligation to pay for the costs associated with that BESS and the applicable Tolling Agreement.
- 1.4 Participants shall mean the members of VMEA that have entered into this Agreement and have a contractual right to the benefits of VMEA's operation of each BESS.
- 1.5 Parties shall mean the Participants and Virginia Municipal Electric Association #1.
- 1.6 Party shall mean any one of the Parties.

- 1.7 Power Sales Contracts shall mean the respective contracts between VMEA and the Participants for the sale and purchase of electric power and energy, as each may be amended from time to time.
- 1.8 Prudent Utility Practices shall mean any of the practices, methods and acts engaged in or accepted by a significant portion of the electric utility industry at the time the decision was made, or any of the practices, methods and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with reasonable reliability, safety, expedition and protection of the environment. Prudent Utility Practices are not intended to be limited to the optimum practices, methods or acts, to the exclusion of all others, but rather to a spectrum of possible practices, methods or acts engaged in or accepted by a significant portion of the electric utility industry at the time the decision was made.

ARTICLE 2

TERMINATION OF PRIOR AGREEMENT

- 2.1 The July 1 Agreement is terminated in its entirety, is of no further force or effect, and is replaced by this REVISED AND RESTATED BATTERY ENERGY STORAGE SYSTEM OUTPUT PURCHASE AGREEMENT.

ARTICLE 3

TERM OF AGREEMENT

- 3.1 The effective date of this Agreement coincides with the earliest effective date of the respective Tolling Agreements. VMEA shall provide the Participants with

written notice of the effective date of this Agreement as soon as that date is known to VMEA.

- 3.2 The initial term of this Agreement coincides with the expiration of the last-expiring Tolling Agreement entered into by VMEA pursuant to this Agreement. Notwithstanding the termination of this Agreement, to the extent VMEA has payment obligations pursuant to a Tolling Agreement or payment obligations to a Member in connection with that Member's costs associated with a BESS interconnected with that Member's facilities and so long as VMEA has such payment obligations, each Participant shall continue to pay its Participant Share of the VMEA payment obligation.
- 3.3 All Participants, acting unanimously, may terminate this Agreement on not less than 12 months' written notice to VMEA, if VMEA, in its sole judgment, determines that such termination can be accomplished without harm to VMEA in light of contractual arrangements related to a BESS and all Tolling Agreements entered into by VMEA on behalf of the Participants, or because the Participants are able and willing to assume any and all such contractual commitments.
- 3.4 Upon the termination of this Agreement without provision for assumption of all Tolling Agreements by the Participants, VMEA shall dispose of its interest in all Tolling Agreements and rights to the capability of any BESS developed pursuant to such Tolling Agreements and distribute the proceeds, net of VMEA's total costs associated with disposing of those interests and rights and any outstanding expenses, costs or claims associated with the Tolling Agreements, to the

Participants on the basis of each Participant's undivided Participant Share in the benefits of VMEA's operation of each BESS as set forth in Section 4.4.

ARTICLE 4

ALLOCATION OF RIGHTS AND OBLIGATIONS

- 4.1 Each Participant agrees to pay its Participant Share of the total costs incurred by VMEA in connection with the construction, integration, and operation of a BESS. Such costs include, but are not limited to, the costs incurred by a Member for the design, purchase, construction, and installation of facilities necessary to interconnect a BESS to that Member's electric system, the maintenance and replacement of such facilities, all charges invoiced to VMEA pursuant to a Tolling Agreement, and any incremental increase in real estate taxes, assessments, or charges directly resulting from the presence of a BESS installed and interconnected with a Member's facilities.
- 4.2 Each Participant shall receive its Participant Share of the benefits VMEA accrues from exercising VMEA's rights under the Tolling Agreements.
- 4.3 The Participant Share of each Participant is:

Participant	Participant Share
Town of Blackstone	4.437255%
Town of Culpeper	3.286328%
Town of Elkton	1.936708%
City of Franklin	13.623793%
Harrisonburg Electric Commission	48.580162%
City of Manassas	26.959483%

Town of Wakefield	1.176271%
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ARTICLE 5

COST OF OPERATIONS

- 5.1 During the term of this Agreement, each Participant agrees to pay its Participant Share of the total costs incurred by VMEA associated with the operation of a BESS and VMEA's obligations under the Tolling Agreements. VMEA shall invoice the Participants and Participants shall make payment in accordance with the Supplemental Requirements Schedule included as a part of the Power Sales Contract.
- 5.2 If, in its sole judgment, VMEA determines that revenues from sales to Participants under the Power Sales Contracts may not be sufficient for the timely payment of any costs associated with the operation of any BESS and obligations under the Tolling Agreements, VMEA may include as part of the monthly bill to the Participants under the Power Sales Contracts an additional charge.

ARTICLE 6

TRANSFER OR ASSIGNMENT

- 6.1 No Participant shall have the right to sell, lease, convey, transfer, assign or alienate (collectively referred to in this Section as "convey") its rights, interests, and obligations, or any portion thereof, in or associated with a BESS, a Tolling Agreement, or this Agreement to a non-Participant. A Participant shall have the right to convey such rights, interests, and obligations, or any portion thereof, to the other Participants; provided, however, the Participant offers such conveyance

to the other Participants in the form of a proposed contract to each of the other Participants with such offer open for acceptance by the other Participants for a period of 180 days. The Participants desiring to accept the offer shall have the right to purchase in proportion to the respective interests (as set forth in Section 4.4) of all Participants desiring to accept. In the event such offer is not accepted by the other Participants, or one of them, within the aforesaid period and the selling Participant does not consummate a conveyance of its rights or interests within a period of one year after the date of its offer to the other Participants, no such conveyance may be consummated with a Participant without re-offering the conveyance to the other Participants under the same conditions set forth above. In no event shall a Participant offer to convey its rights or interests to one or more Participants on terms materially at variance from those set forth in the proposed contract offer to the other Participants.

- 6.2 This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties to this Agreement. No assignment or transfer of this Agreement shall relieve the Parties of any obligations hereunder.

ARTICLE 7

SALE OF MEMBER'S UTILITY SYSTEM OR TERMINATION OF MEMBERSHIP IN VMEA

- 7.1 In the event a Participant sells, leases, abandons, or otherwise disposes of all or substantially all, of its electric utility system or terminates its membership in VMEA ("Exiting Participant"), such Exiting Participant shall forfeit its rights and interests in or associated with the benefits of VMEA's operation of each BESS, the Tolling Agreements, and this Agreement.

- 7.2 In the event Exiting Participant forfeits its rights and interests as provided in Section 7.1, the Participant Shares set forth in Section 4.4 above shall be automatically increased to reflect a pro rata reallocation of Exiting Participant's Participant Share to the remaining Participants. Notwithstanding such forfeiture, Exiting Participant shall remain responsible for its original Participant Share of all VMEA costs associated with the operation of each BESS and VMEA's obligations under the Tolling Agreements.
- 7.3 Nothing in this Article 7 is intended to modify, does not modify, and shall not be interpreted to modify the rights and obligations between a Participant, including an Exiting Participant, and VMEA under any other agreement between such Participant and VMEA or any other agreement between all of the Participants and VMEA.

ARTICLE 8

RESPONSIBILITIES OF VMEA

- 8.1 It is understood and agreed by the Parties that VMEA shall have the sole discretion, right, obligation, and authority to manage each BESS and the Tolling Agreements. Consistent with Prudent Utility Practice, VMEA shall use its reasonable discretion with respect to directing the Vendors to charge and discharge each BESS to economically and efficiently manage VMEA's total cost of power, transmission, ancillary services, and any other services that must be obtained in connection with the delivery of power to the Participants.
- 8.2 It is understood and agreed that VMEA shall have the sole discretion, right, obligation, and authority to determine the use and operation of each BESS pursuant to the applicable Tolling Agreements. VMEA may exercise such discretion, rights, obligation, and authority by contracting with a qualified third

party, or otherwise. No Participant may use a BESS or exercise rights under the Tolling Agreements except as authorized in writing by VMEA.

ARTICLE 9

LIABILITY

- 9.1 It is understood and agreed that VMEA's liability to Participants under this Agreement with respect to each BESS and the Tolling Agreements is limited to (1) VMEA's obligation to contractually require the party or parties with which VMEA contracts in connection with each BESS to perform those obligations using good faith and Prudent Utility Practices and (2) VMEA's use of good faith in the establishment, maintenance, and disbursements from the Operations Account.
- 9.2 It is understood and agreed that the Participants shall be jointly but not severally liable for the burden, expense and risk of loss incurred in connection with their rights and interests in each BESS and the Tolling Agreements. No Participant shall be liable to any third person or entity for any other Participant's share of any obligation or liability, and each Participant shall indemnify and hold all other Participants harmless from any responsibility for such Participant's proportionate share of all such obligations and liabilities.

ARTICLE 10

NO OBSTRUCTION AND COOPERATION

- 10.1 The Participants shall take no action the effect of which would be to prevent, hinder or delay VMEA from the timely fulfillment of its obligations under this Agreement or any other agreements or contracts between VMEA and one or more

Participants, or suppliers of electric power and energy, transmission service or other related services. VMEA shall take no action the effect of which would be to prevent, hinder or delay the Participants from the timely fulfillment of their obligations under this Agreement or any other agreements or contracts between VMEA and one or more Participants, or suppliers of electric power and energy, transmission service or other related services.

- 10.2 From time to time after the execution of this Agreement, the Parties shall within their legal authority execute other documents as may be necessary, helpful, or appropriate to carry out the terms of this Agreement.
- 10.3 VMEA shall provide the Participants with reasonable access to its books and records. The Participants shall provide VMEA with reasonable access to their books, records and other information as required to meet VMEA's contractual obligations and for other purposes related to or associated with VMEA's activities and operations.

ARTICLE 11

NOTICES

- 11.1 Any notice, demand or request (other than bills and payment) by the Parties under this Agreement shall be deemed properly given if electronically mailed or sent by courier, U.S Mail, certified mail (or similar mail service), postage prepaid, return receipt requested and addressed to VMEA and the Participants at the addresses set forth in Appendix A to this Agreement which is incorporated herein by reference.
- 11.2 In computing any period of time from such notice, such period shall commence at noon on the date mailed.

- 11.3 The designations of the name and address to which any such notice, demand or request is directed may be changed from time to time by any Party giving notice as above provided.

ARTICLE 12

SEVERABILITY

- 12.1 In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, the remainder of this Agreement and the application of its terms, covenants or conditions to such persons or circumstances shall continue in full force and effect. In the event of such invalidity, the Parties shall promptly renegotiate in good faith valid new provisions to restore the Agreement to its original intent and effect.

ARTICLE 13

APPLICABLE LAW

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

ARTICLE 14

SURVIVORSHIP OF OBLIGATIONS

- 14.1 The termination of this Agreement shall not discharge any Party from any obligation it owes to the other Parties under this Agreement by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such

termination. It is the intent of the Parties that any such obligation owed, whether the same shall be known or unknown at the termination of this Agreement or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 15

CONSTRUCTION

- 15.1 Headings and the table of contents have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such headings and table of contents are not a part of this Agreement and will not be used in the interpretation of any of the provisions of this Agreement.
- 15.2 All Appendices attached to this Agreement shall be incorporated into and be a part of this Agreement.
- 15.3 This Agreement shall constitute the entire understanding among the Parties, superseding any and all previous understandings, oral or written, pertaining to the subject matter contained herein. No Party has relied, or will rely, upon any oral or written representation or oral or written information made or given to such Party by any representative of the other Party or anyone on its behalf.
- 15.4 In computing any period of time prescribed or allowed under this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or a legal holiday in Virginia, in which event the

period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday in Virginia.

ARTICLE 16

ENFORCEMENT AND DISPUTES

- 16.1 In the event of any default by any Party or Parties under any covenant, agreement, or obligation of this Agreement, the other Party or Parties may, upon 15 days' prior written notice, bring any suit, action, or proceeding in law or equity, including mandamus, injunction, and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Agreement against the other Party or Parties.
- 16.2 The failure of a Party or Parties to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party or Parties of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of such Party or Parties to enforce each and every such provision.
- 16.3 In the event of a billing dispute between VMEA and the Participants under this Agreement, the dispute shall be resolved in accordance with Section 7.2 of the Participants' respective Power Sales Contracts.

ARTICLE 17

COUNTERPARTS

- 15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same

instrument. This Agreement shall not be legally binding on a Participant until it has been duly executed by VMEA and that Participant.

IN WITNESS WHEREOF, the Virginia Municipal Electric Association # 1 has caused this Agreement to be signed by Brian O'Dell, its President, pursuant to resolution of the Board of Directors adopted the __ day of _____, 2025.

IN FURTHER WITNESS, the Town of Blackstone, Virginia has caused this Agreement to be signed by _____, its Mayor, pursuant to resolution of the Council adopted the __ day of _____, 2025.

IN FURTHER WITNESS, the Town of Culpeper, Virginia has caused this Agreement to be signed by _____, its Mayor, pursuant to resolution of the Council adopted the __ day of _____, 2025.

IN FURTHER WITNESS, the Town of Elkton, Virginia has caused this Agreement to be signed by _____, its Mayor, pursuant to resolution of the Council adopted the __ day of _____, 2025.

IN FURTHER WITNESS, the City of Franklin, Virginia has caused this Agreement to be signed by _____, its Mayor, pursuant to resolution of the Council adopted the __ day of _____, 2025.

IN FURTHER WITNESS, the City of Manassas, Virginia has caused this Agreement to be signed by _____, its Mayor, pursuant to resolution of the Council adopted the __ day of _____, 2025.

IN FURTHER WITNESS, the Town of Wakefield, Virginia has caused this Agreement to be signed by _____, its Mayor, pursuant to resolution of the Council adopted the __ day of _____, 2025.

IN FURTHER WITNESS, the Harrisonburg Electric Commission of Harrisonburg, Virginia has caused this Agreement to be signed by _____, its Chairman, pursuant to resolution of the Commission adopted the __ day of _____, 2025.

VIRGINIA MUNICIPAL ELECTRIC ASSOCIATION # 1

PRESIDENT

Witness

THE TOWN OF BLACKSTONE, VIRGINIA

MAYOR

Attest

THE TOWN OF ELKTON, VIRGINIA

MAYOR

Attest

THE CITY OF MANASSAS, VIRGINIA

MAYOR

Attest

THE TOWN OF CULPEPER, VIRGINIA

MAYOR

Attest

THE CITY OF FRANKLIN, VIRGINIA

MAYOR

Attest

THE TOWN OF WAKEFIELD, VIRGINIA

MAYOR

Attest

THE HARRISONBURG ELECTRIC COMMISSION

CHAIRMAN

Witness



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-336, **Version:** 1

Subject:

Consider approve the write off of 312 Utility Bills and 9 A/R Bills from July 1, 2023 - June 30, 2024.

Presented By: Mike Collins, Director of Public Utilities

The Director of Public Utilities is requesting approval to write off 312 Utility Bills and 9 A/R Bills between July 1, 2023 and June 20, 2024. The total value of these accounts is \$37,247.62 or .15% of the total billings for that period. These accounts will remain in collections and will be re-entered into account receivable by journal voucher should they become collectable. These accounts have been thoroughly reviewed by Public Utilities, Finance, Real Estate, and Human Resources.



CITY OF HARRISONBURG PUBLIC UTILITIES

2155 BEERY ROAD, HARRISONBURG, VA 22801

OFFICE (540) 434-9959 • FAX (540) 434-9769

TO: Ande Banks, City Manager
FROM: Mike Collins, Director, Public Utilities
DATE: September 22, 2026
RE: Utility Billing Delinquent Write-offs & AR Billable Write-offs

Summary: The Director of Public Utilities is requesting approval to write off 312 accounts that the city incurred as accounts receivable between July 1, 2023, and June 30, 2024. The total value of these accounts is \$37,247.62, or .15% of the total billings for that period. These accounts will remain in collections and will be re-entered into accounts receivable by journal voucher should they become collectible. These accounts have been thoroughly reviewed by Public Utilities, Finance, Real Estate, and Human Resources.

Background: N/A

Key Issues: N/A

Environmental Impact: N/A

Fiscal Impact: N/A

Prior Actions:

- 1) Letters sent
- 2) Phone calls attempted
- 3) Collection agency attempt to collect

Alternatives:

- (a) N/A
- (b); or
- (c) Do not adopt ordinance at this time

Community Engagement: N/A

Recommendation: Write off



CITY OF HARRISONBURG PUBLIC UTILITIES

2155 BEERY ROAD, HARRISONBURG, VA 22801

OFFICE (540) 434-9959 • FAX (540) 434-9769

- Attachments:**
- 1) Write off summary
 - 2) Write off account graph 2024
 - 3) Annual Breakdown
 - 4) Account Eligibility List 2024
 - 5) AR Billable Eligibility List

Review:

The initiating Department Director will place in Legistar, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda. The completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial

ACCOUNTS TO BE CHARGED OFF BY CITY COUNCIL

INFORMATION:

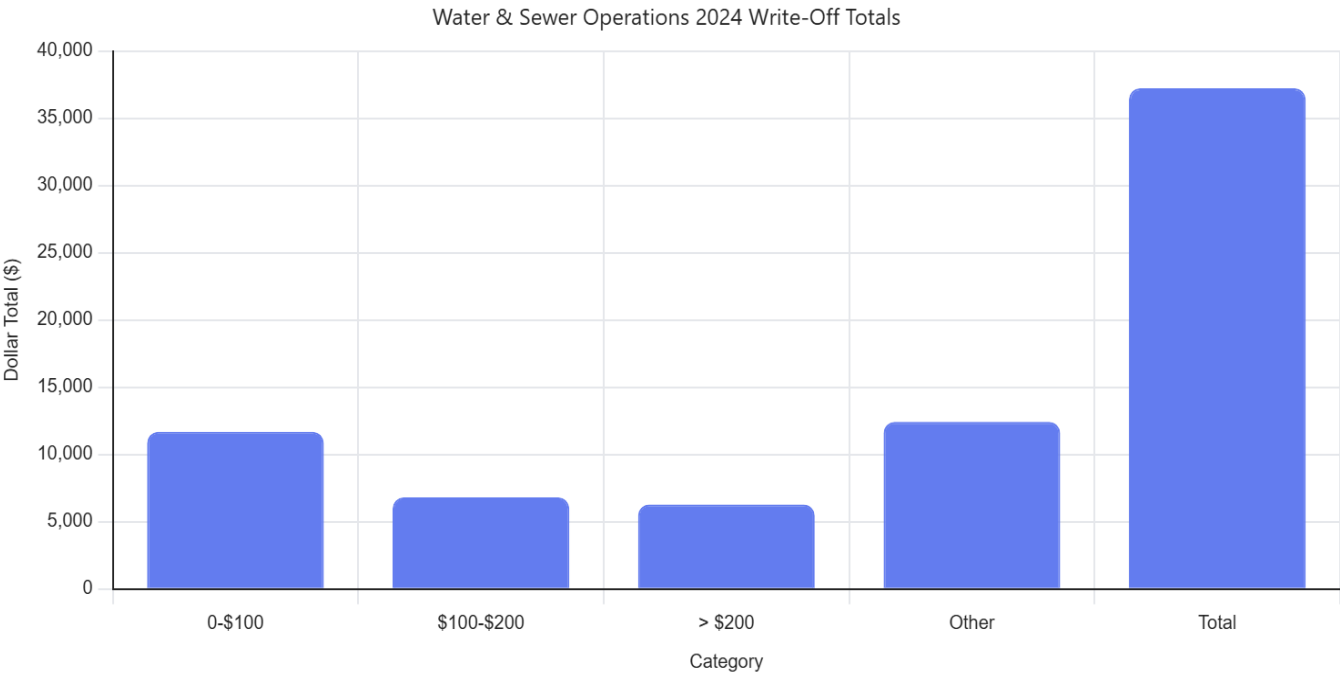
1. Date of Proposed Write off	09-22-2026
2. Period of Proposed Write off	07-01-23 thru 06-30-24
3. Amount of Total Write off – Utility Billing	\$24,815.08
4. Amount of Total Write off – AR Billable	\$12,432.54
5. Amount of Legal	\$0.00
6. Total Billing During 7-1-2023 thru 06-30-2024 (Water, Sewer, Authority Only)	\$ 24,604,607.65
7. Current Deposit Rates:	
- Refuse Only:	\$25.00
- Residential:	\$150.00
- Commercial:	\$150.00
- Large Consumers:	\$300.00
8. Cost of Judgment	\$61.00
9. Cost of Garnishment	\$61.00
10. Cost of Interrogatories	\$70.00

PROCEDURE:

- A. Account is delinquent 60 days past due date; service is disconnected.
- B. Final bill issued upon disconnection.
- C. Collection letter issued at 20 days past final bill date.
- D. Phone call is attempted as collection letter is issued.
- E. Forwarded to collections within 90 days following the original due date.
- F. Cross Reference accounts with Real Estate for property owned/new mailing address.
- G. Finance Department Review
- H. Retained in collections indefinitely; removed from account receivable annually.
 - a. Verify that accounts are not held in active customer base.
 - b. Pursue recommendation for judgment or garnishments from collection agency.

Water & Sewer Operations

2024 Write-Off Totals



Category	Total Accounts	Dollar Total
0-\$100	240	\$11,694.65
\$100-\$200	52	\$6,824.47
≥\$200	20	\$6,295.96
A/R Billables	9	\$12,432.54
TOTAL	321	\$37,247.62

1. Small-balance write-offs dominate the activity.

The **0-\$100 category accounts for nearly 77% of all write-off accounts** (240 out of 321). This indicates that most write-offs are low-dollar, suggesting frequent minor delinquencies rather than large unpaid bills.

2. Dollar totals are more evenly distributed than account counts.

Even though the “> \$200” and “Other” categories include far fewer accounts, they still contribute **substantial dollar amounts**, showing that a small number of accounts represent a meaningful portion of the financial impact.

3. The “Other” category has an unusually high dollar total.

With only **9 accounts totaling \$12,432.54**, this group has the **highest average write-off per account**, signaling potential cases for legal review, policy, and collection adjustments on administrative accounts receivables.

4. Total write-offs for 2024 reached \$37,247.62.

This provides a useful benchmark for year-to-year comparison and budget impact assessment.



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-343, **Version:** 1

Subject:

Downtown Master Planting Plan

Presented By: Keith Thomas, Sustainability and Environmental Manager

The Public Works Department will present results of a public survey and revisions to the Downtown Master Planting Plan to City Council.



HARRISONBURG | VA
FRIENDLY BY NATURE



September 22, 2026, City Council Meeting

Title

Downtown Master Planting Plan – Keith Thomas, Public Works

Summary

The Public Works Department will present results of a public survey and revisions to the Downtown Master Planting Plan to City Council.

Recommendation

N/A

Fiscal Impact

N/A

Context & Analysis

In recent years, the City has expanded several environmental initiatives including the pollinator, stormwater, and urban forestry programs as well as the expansion of green infrastructure citywide. As part of these initiatives, several studies and plans have been developed including the Downtown Streetscape Plan, Pollinator Management Plan, and the Urban Forestry Management Plan. The Downtown Master Planting Plan focuses on the City's downtown district to envision landscape features and plantings to create an updated and cohesive appearance.

A public feedback survey was available during June and July and received a total of 134 responses. Respondents strongly value investment in downtown landscaping and street trees. Feedback supports a greener, more attractive, and more walkable downtown. The clearest recurring open-ended concern is the plant palette, especially the plan's use of non-native or potentially invasive species and limited use of native, pollinator plants. The second consistent concern is implementation capacity. Respondents want long-term maintenance, watering, staffing, and funding addressed before or alongside installation.

Utilizing the public feedback, Public Works incorporated several revisions to the plan including removed invasive species, updated planting list, revised planting maps, and included the mission statement, key goals, and key objectives of landscaping as developed by an internal cross-departmental group. Public Works will present the public feedback and revised plan to City Council for consideration and adoption.

This plan was made possible through grant funding from the Virginia Department of Forestry's Urban and Community Forestry Program and the Virginia Tech Community Design Assistance Center (CDAC).

Options

1. Adopt Downtown Master Planting Plan

Attachments

1. Presentation
2. Revisions & Public Feedback to Downtown Landscape Plan- Sept 2026

Downtown Master Planting Plan Revisions

Mission Statement

Landscaping for the City of Harrisonburg should demonstrate responsible environmental stewardship, cost-effectiveness, and efficient maintenance while being aesthetically pleasing year-round.

Key Goals of Landscaping

- Right plant, right location
- Create appealing landscapes
- Promote the use of plant species native to our area or climate-adapted
- Support wildlife and pollinators by creating suitable habitats
- Protect existing, desirable plant communities
- Limit landscape maintenance needs
- Improve stormwater management
- Reduce the heat island effect
- Utilize the urban wood program

Key Objectives of Landscaping

- Use the Friendly City Friendly Planting approach
- Appropriately landscape spaces per the built environment and need of the space (e.g. parks, streets, and right-of-way).
 - Right plant, right location;
 - Expand natural habitats, when and where possible; Provide shade, when and where possible; and
 - Enhance the beauty of public spaces.
- Create cohesiveness of public spaces by developing a standard for furnishings, lighting, and signage aesthetics.
- Reduce stormwater runoff and the heat island effect.
- Utilize and promote the urban wood program when and where possible.
- Incorporate pollinators.
- Set an example for private residents and businesses, including recommendations for downtown businesses.
- Coordinate with transportation projects, beautification, and traffic calming.
- Expand the desirability and safety of the walking and biking environment.
- Promote the City's brand statement, when and where possible. The heart of our branding is "Friendly by Nature" with connections to our agricultural roots and surrounding outdoor recreational and natural amenities.
- Enhance first impressions and long-term perception by developing distinctive planting and landscape features at gateways into the City, primary business corridors, and Downtown, and at entries into public facilities.
- Commit to appropriate staffing levels for maintenance.

Landscape Philosophy and Aesthetic

Different areas of the City will have different thresholds for aesthetics: the planting bed in front of a landmark building should be maintained with higher standards than a remote patch of forest. This plan cannot enumerate every possible scenario. It will be the responsibility of the City's professional staff to use their best judgement and knowledge to apply these guidelines and recommendations to specific areas throughout the city.

Revisions to Downtown Master Planting Plan

1. Several planting maps have been revised to remove invasive or strongly undesirable plants (see below section)
2. Updated recommended plant list (see below section)
3. Specific reference to exclude plants found on the latest version of DCR's Invasive Plant Species List (Latest version can be found at DCR's website: [Invasive Plants Species List](#))
4. Include summary of public feedback along with complete survey results.

Implementation, staffing, and maintenance

A CIP project has been created to implement the landscape plan. More information will be available with the upcoming CIP release. Proposed improvements include

1. The City has already replaced the tree at Court Square with a Japanese Cedar
2. Installing tulips and daffodils in various beds downtown
3. Installing roses at Liberty Park
4. installing irrigation to Liberty Park
5. Installing irrigation to Hardesty-Higgins Visitor Center
6. Installing irrigation to Main Street tree wells
7. Purchasing additional planter boxes
8. Pursue additional staffing to maintain landscape spaces

Updated Plant List

Downtown Landscape Plant List

Wildflowers:

Agastache
Astilbe
Trillium
Cranesbill
Hosta
Coral Bells
Hellebore
Butterfly Milkweed
Wild Bergamot
Blazing Star
Black-eyed Susan
Purple Coneflower
Wild Lupine
New England Aster
Giant Hyssop
Zigzag Goldenrod
Virginia Bluebells
Eastern Red Columbine
Orange Coneflower

Herbs:

Lavender
Russian Sage

Groundcover:

Appalachian Sedge
Broad-Leaved Sedge
Moss Phlox
Wild Blue Phlox
Coral Bells
Green-and-Gold

Shrubs:

Daphne
Camellia (fall to spring bloom)
Gardenia
Skimmia japonica
Abelia (spring through fall bloom)
Sarcococca (winter bloom)
False Indigo
Black Chokeberry
New Jersey Tea
Winterberry
Lowbush Blueberry
Maple leaf Viburnum
Inkberry Holly
American Beautyberry
Virginia Sweetspire

Trees:

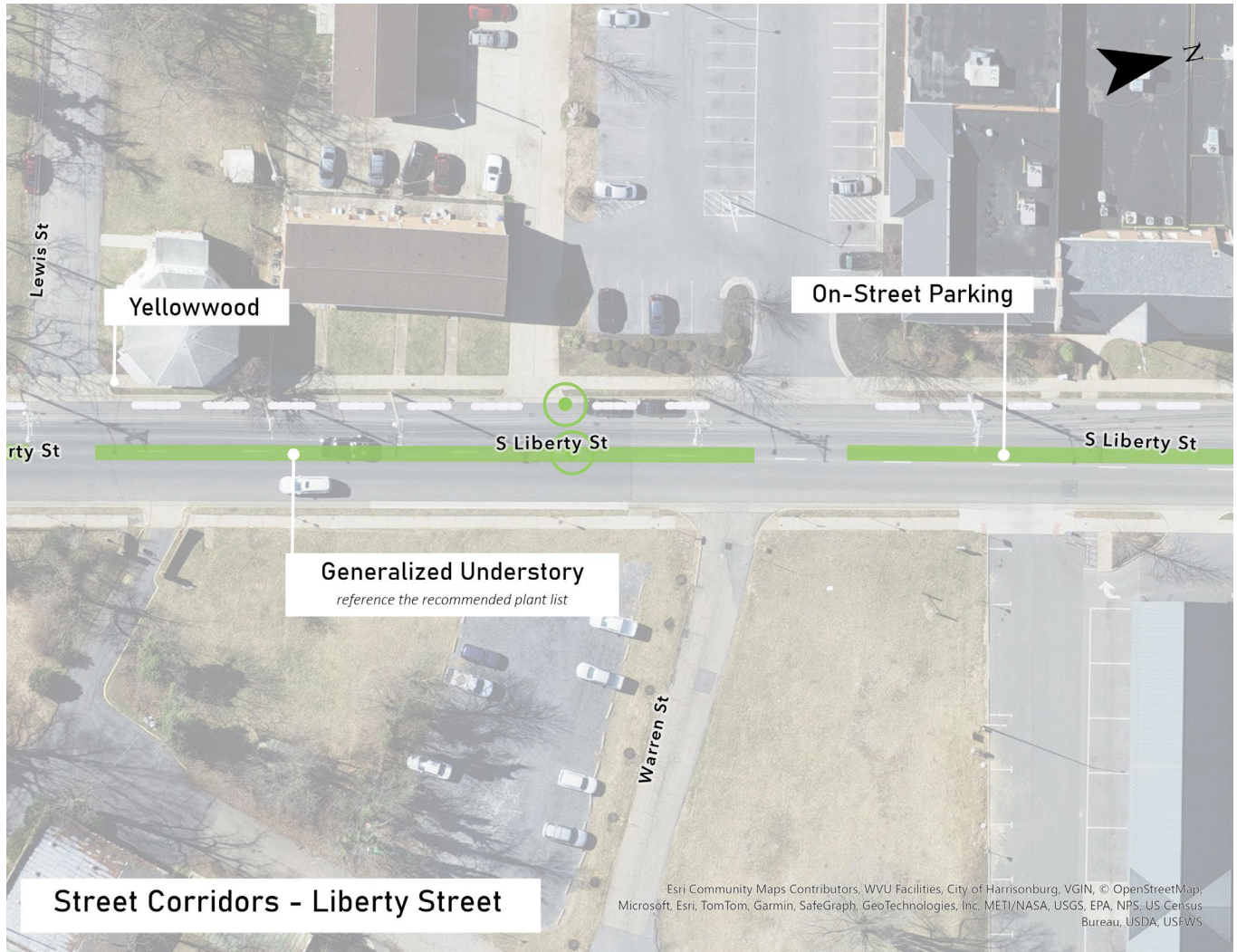
Downy Serviceberry
Red Maple
Redbud
Yellowwood
Black Gum
White Fringe Tree
Elm
Honey Locust

Revised Maps

The following maps supersede those found in the Conceptual Downtown Master Planting Plan and Focus Area Designs dated April 30, 2026.

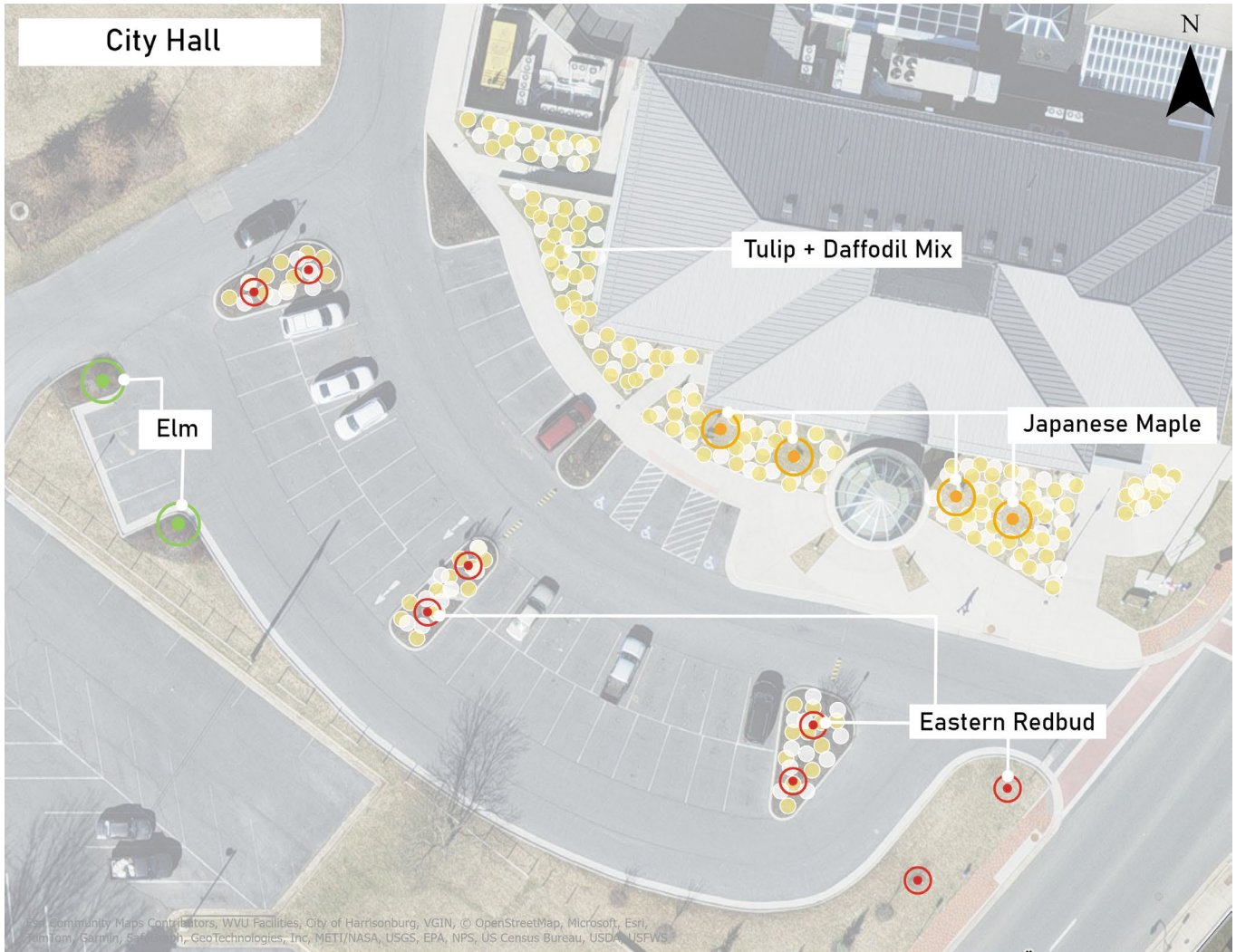


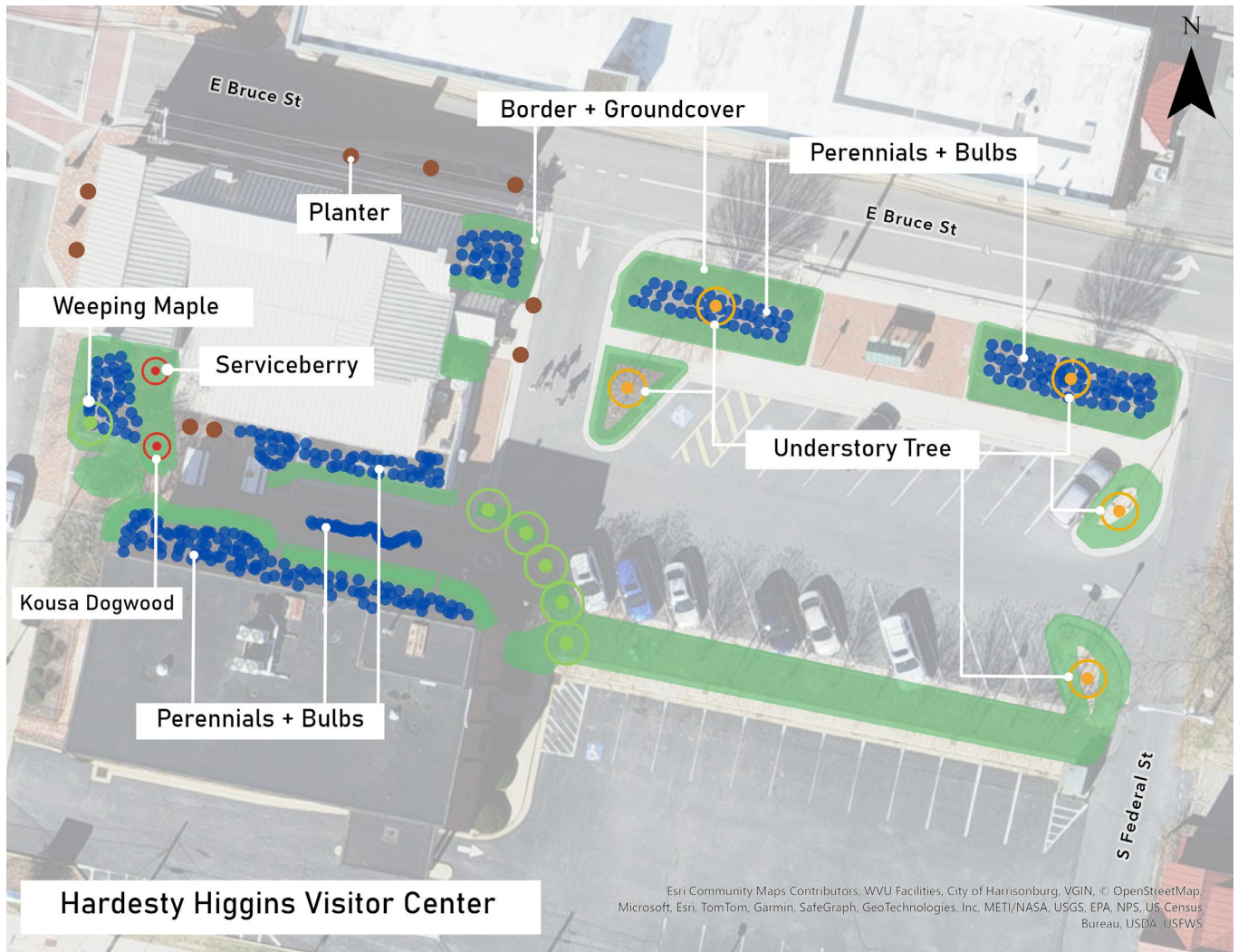
















Landscape Survey Summary

Downtown Master Planting Plan | Public feedback results

This document was prepared using GovAI to summarize survey results. Aggregate survey data is included after the summary for transparency. All GovAI-generated content was reviewed by City staff before use.

Executive Summary

Respondents strongly value investment in downtown landscaping and street trees. Feedback supports a greener, more attractive, and more walkable downtown, while calling for a native-first plant palette and a credible long-term plan for maintenance, staffing, and funding.

Key messages

- There is very strong support for City investment in downtown landscaping and street trees: 84.06% rated it “very important,” with an average rating of 4.70 out of 5.
- Respondents believe the plan can improve the downtown experience: 76.47% gave a positive response on improving appearance, and 77.94% gave a positive response on making downtown feel more welcoming and comfortable.
- The clearest recurring open-ended concern is the plant palette—especially use of non-native or potentially invasive species and limited use of native, pollinator plants.
- The second consistent concern is implementation capacity. Respondents want long-term maintenance, watering, staffing, and funding addressed before or alongside installation.
- The public favors a plan centered on native plants, shade trees, parks/public spaces, and trees in parking areas over decorative planter boxes and year-round color.

Overall perceptions of the plan

Survey measure	Result
Importance of City investment in downtown landscaping and street trees	4.70 / 5 average; 84.06% “very important”
Plan would improve downtown appearance	4.07 / 5 average; 76.47% positive
Plan would make downtown more welcoming and comfortable	4.07 / 5 average; 77.94% positive
Plan fits the character of downtown Harrisonburg	3.49 / 5 average; 58.82% positive
Satisfaction with overall vision	3.37 / 5 average; 53.23% positive
Likelihood to support implementation	NPS +12.86 (32 promoters; 15 passives; 23 detractors)

Elements respondents want implemented first

Element	Selected by
Entry gateways	40.00% (28)
Downtown city parks	40.00% (28)
City trails	35.71% (25)
City beds and planters	34.29% (24)
Court House Square	32.86% (23)
Downtown street medians	31.43% (22)
City parking lots	30.00% (21)
Downtown intersections	15.71% (11)
Landmark buildings	15.71% (11)

Implementation, staffing, and maintenance

Question	Result
Preferred City investment approach	62.86% favor a strong investment in installation and long-term maintenance
Alternative approach	22.86% favor implementation only at a scale maintainable with current resources
Staffing for new downtown plantings	62.07% support one or more dedicated staff positions
Seasonal / part-time assistance	18.97% support limited seasonal or part-time help
Street trees: likelihood of walking, shopping, or spending more time downtown	83.82% gave a likelihood rating of 71–100; 47.06% gave 91–100

Design preferences and feature priorities

Feature	Average importance (1–5)
Support for pollinators / native plants	4.77
Street trees / more shade	4.69
More inviting parks / public spaces	4.39
Trees and vegetation in parking lots	4.24
Community gathering areas	4.08
Downtown identity	3.84
Traffic calming	3.82
Public art and cultural installations	3.73
Lighting and safety features	3.60
Additional planter boxes	3.15
Year-round color	2.77

Planting style ranking: Native/pollinator-focused planting ranked first (score 3.34), followed by mostly green with limited blooms (3.03), bright and bold colors (2.93), subdued/pastel colors (2.90), and ornamental-focused planting (2.82).

Open-ended feedback

The written comments reinforce the quantitative results. The themes below summarize repeated messages; individual comments often raised more than one theme.

Open-ended question	Repeated feedback
What respondents like most about the concept	More trees, shade, greenery, beautification, and a more inviting pedestrian experience. Respondents also noted the value of a cohesive long-term vision, Court Square/public-space improvements, and environmental benefits such as urban cooling and wildlife support.
What respondents find problematic	A strong, repeated concern about non-native or potentially invasive plants and a desire for more native, pollinator-supporting species. Other recurring concerns were water use, labor intensity, long-term maintenance, plant suitability, and the risk of neglected plantings.

Open-ended question	Repeated feedback
Additional suggestions	Adopt a native-first, drought-tolerant, and lower-maintenance approach; add more street trees and shade; provide dedicated staff and funding; consult local subject-matter experts including knowledgeable staff.

Considerations for Next Steps

- Proceeding with a greener downtown concept is consistent with the strongest survey feedback, particularly where it advances shade, tree canopy, and more inviting public spaces.
- Before advancing implementation, consider revising the conceptual plant palette to prioritize native, ecologically beneficial, and site-appropriate species and to avoid species respondents identified as invasive or unsuitable.
- Pair capital implementation with an operating plan that identifies maintenance standards, watering needs, staffing support, and ongoing funding. Public support for investment is strongest when maintenance is treated as part of the project.
- Phase early investments around the highest-ranked locations—entry gateways, city parks, trails, beds/planters, Court House Square, medians, and parking lots—while emphasizing high-impact shade and tree-canopy opportunities.
- Use local expertise and partnerships to strengthen the plan and build confidence, including input from knowledgeable City staff and local horticultural, native-plant, or arboretum resources.

Response Statistics

826

Survey Visits

134

Total Responses

58

Completed Responses

76

Partial Responses

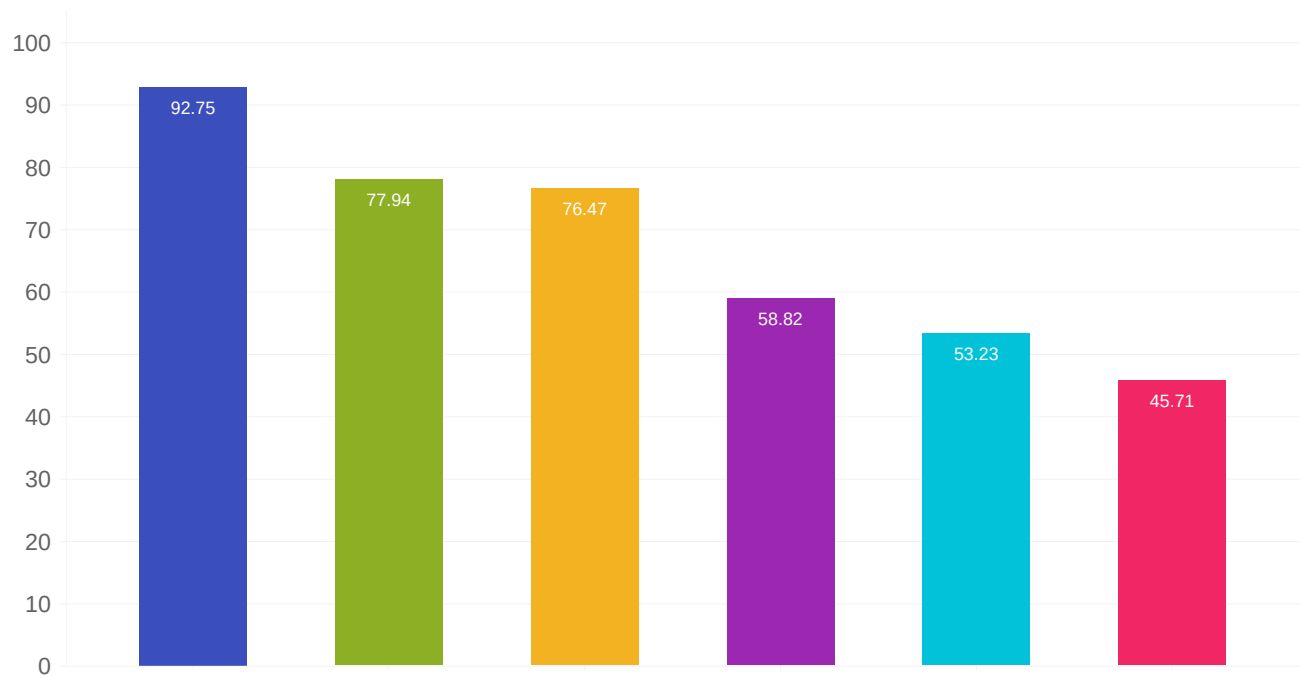
0

Disqualified Responses

0

Over Quota Responses

Overall CSAT Score

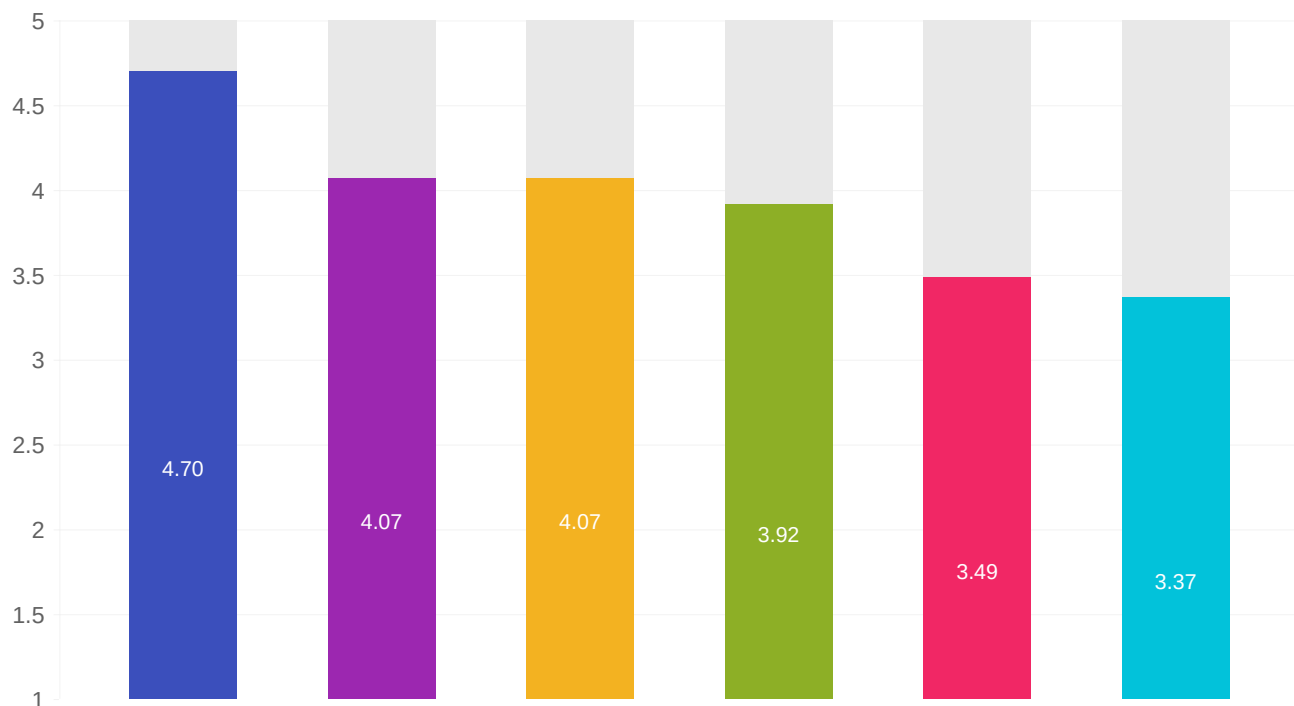


- How important is it for the City to invest in landscaping and street trees downtown?
- Do you believe the proposed plan would make downtown feel more welcoming and comfortable?
- Do you believe the proposed plan would improve the appearance of downtown?
- Do you feel the proposed landscaping fits the character of downtown Harrisonburg?
- How satisfied are you with the overall vision of the landscape plan?
- How likely are you to support the implementation of this plan?

Questions	Negatives	Neutrals	Positives	CSAT Score
How important is it for the City to invest in landscaping and street trees downtown?	3	2	64	92.75
Do you believe the proposed plan would make downtown feel more welcoming and comfortable?	11	4	53	77.94
Do you believe the proposed plan would improve the appearance of downtown?	12	4	52	76.47
Do you feel the proposed landscaping fits the character of downtown Harrisonburg?	16	12	40	58.82
How satisfied are you with the overall vision of the landscape plan?	14	15	33	53.23
How likely are you to support the implementation of this plan?	23	15	32	45.71

Overall CSAT Score: 67.65

Average Ratings



● How important is it for the City to invest in landscaping and street trees downtown?

● Do you believe the proposed plan would improve the appearance of downtown?

● Do you believe the proposed plan would make downtown feel more welcoming and comfortable?

● Please rate the importance of the following features:

● Do you feel the proposed landscaping fits the character of downtown Harrisonburg?

● How satisfied are you with the overall vision of the landscape plan?

Questions	Average Ratings	Out of
How important is it for the City to invest in landscaping and street trees downtown?	4.70	5
Do you believe the proposed plan would improve the appearance of downtown?	4.07	5
Do you believe the proposed plan would make downtown feel more welcoming and comfortable?	4.07	5
Please rate the importance of the following features:	3.92	5
Do you feel the proposed landscaping fits the character of downtown Harrisonburg?	3.49	5
How satisfied are you with the overall vision of the landscape plan?	3.37	5

Overall average survey rating: 7.86/10

Downtown Master Planting Plan

Review the Downtown Master Planting Plan

Short on time? [View to Downtown Master Planting Plan Presentation](#)

If you wish you can also review the full [Downtown Master Planting Plan Report](#)

No Responses

General

Q1

How satisfied are you with the overall vision of the landscape plan?

Answered: 62 Skipped: 72

Rating	Response percent	Response count
 (Very Dissatisfied)	12.90%	8
	9.68%	6
	24.19%	15
	33.87%	21
 (Very Satisfied)	19.35%	12

Average rating: 3.37

Q2

How important is it for the City to invest in landscaping and street trees downtown?

Answered: 69 Skipped: 65

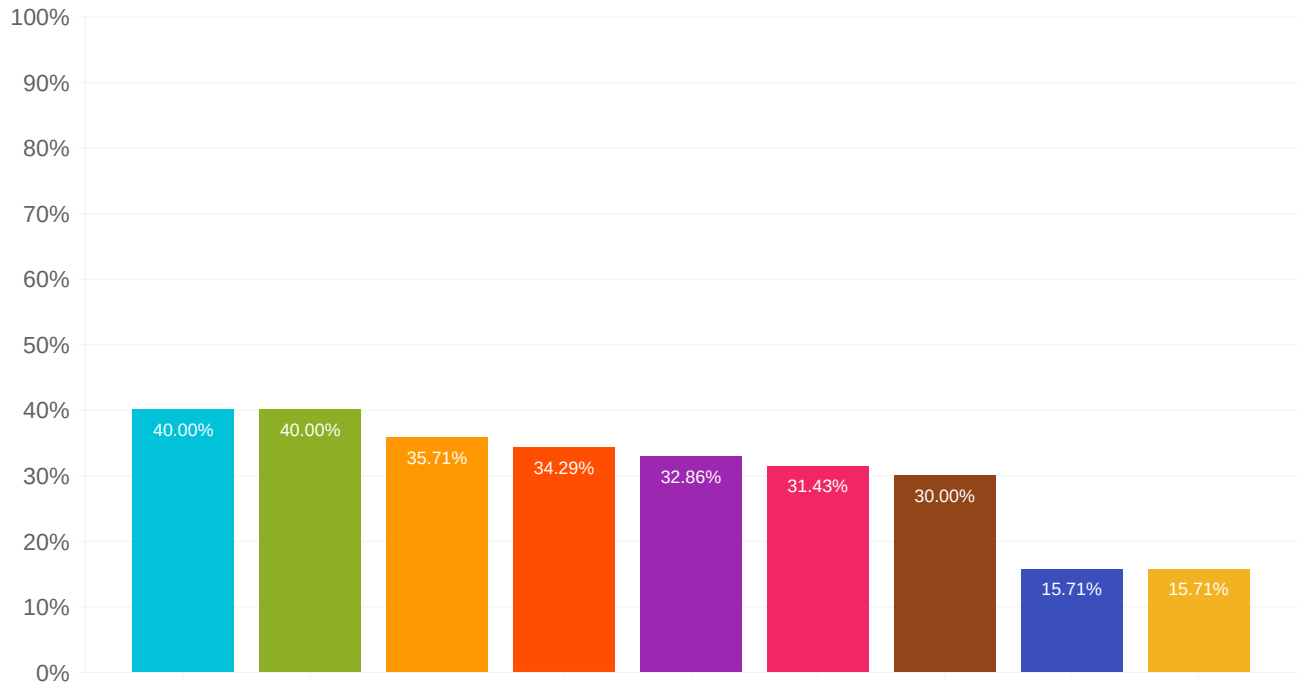
Rating	Response percent	Response count
1 (Not Important At All)	2.90%	2
2	1.45%	1
3	2.90%	2
4	8.70%	6
5 (Very Important)	84.06%	58

Average rating: 4.70

Q3

Which elements in the plan do you consider the most important to implement first? (select up to three (3) elements)

Answered: 70 Skipped: 64



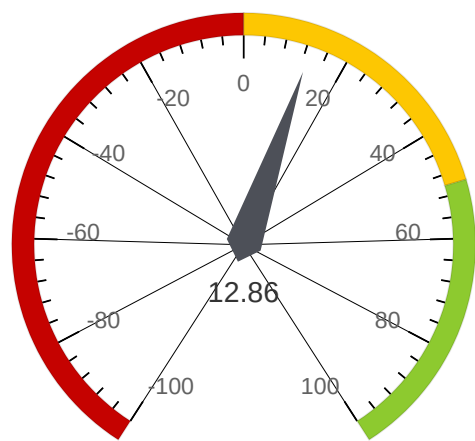
- Entry Gateways
- Downtown City Parks
- City Trails
- City Beds & Planters
- Court House Square
- Downtown Street Medians
- City Parking Lots
- Downtown Intersections
- Landmark Buildings

Choices	Response percent	Response count
Entry Gateways	40.00%	28
Downtown City Parks	40.00%	28
City Trails	35.71%	25
City Beds & Planters	34.29%	24
Court House Square	32.86%	23
Downtown Street Medians	31.43%	22
City Parking Lots	30.00%	21
Downtown Intersections	15.71%	11
Landmark Buildings	15.71%	11

Q4

How likely are you to support the implementation of this plan?

Answered: 70 Skipped: 64



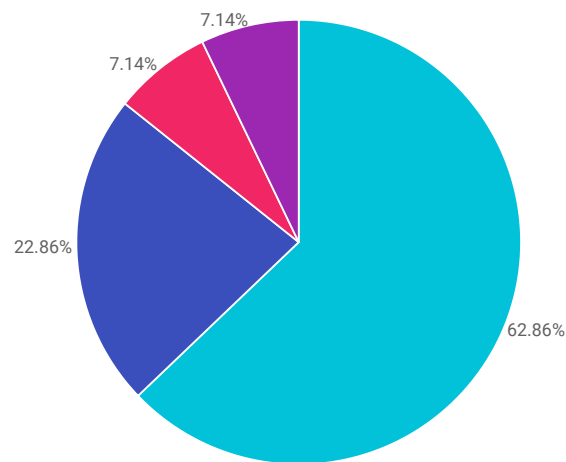
Detractors (0-6)	Passives (7-8)	Promoters (9-10)	Net Promoter Score
23	15	32	12.86

Net Promoter Score: 12.86

Q5

Which statement best reflects your view?

Answered: 70 Skipped: 64



- The City should make a strong investment in both installation and long-term maintenance
- The City should install improvements only at a scale it can maintain with current resources
- The City should pursue the plan only with limited, low-maintenance plantings
- The City should rely mainly on partnerships, volunteers, or sponsorships to expand the plan

Choices	Response percent	Response count
The City should make a strong investment in both installation and long-term maintenance	62.86%	44
The City should install improvements only at a scale it can maintain with current resources	22.86%	16
The City should pursue the plan only with limited, low-maintenance plantings	7.14%	5
The City should rely mainly on partnerships, volunteers, or sponsorships to expand the plan	7.14%	5

Creating a Welcoming Experience

Q6

Do you feel the proposed landscaping fits the character of downtown Harrisonburg?

Answered: 68 Skipped: 66

Rating	Response percent	Response count
1 (Does not fit at all)	17.65%	12
2	5.88%	4
3	17.65%	12
4	27.94%	19
5 (Fits very much)	30.88%	21

Average rating: 3.49

Q7

Do you believe the proposed plan would improve the appearance of downtown?

Answered: 68 Skipped: 66

Rating	Response percent	Response count
1 (No)	7.35%	5
2	10.29%	7
3	5.88%	4
4	20.59%	14
5 (Yes! Very Much!)	55.88%	38

Average rating: 4.07

Q8

Do you believe the proposed plan would make downtown feel more welcoming and comfortable?

Answered: 68 Skipped: 66

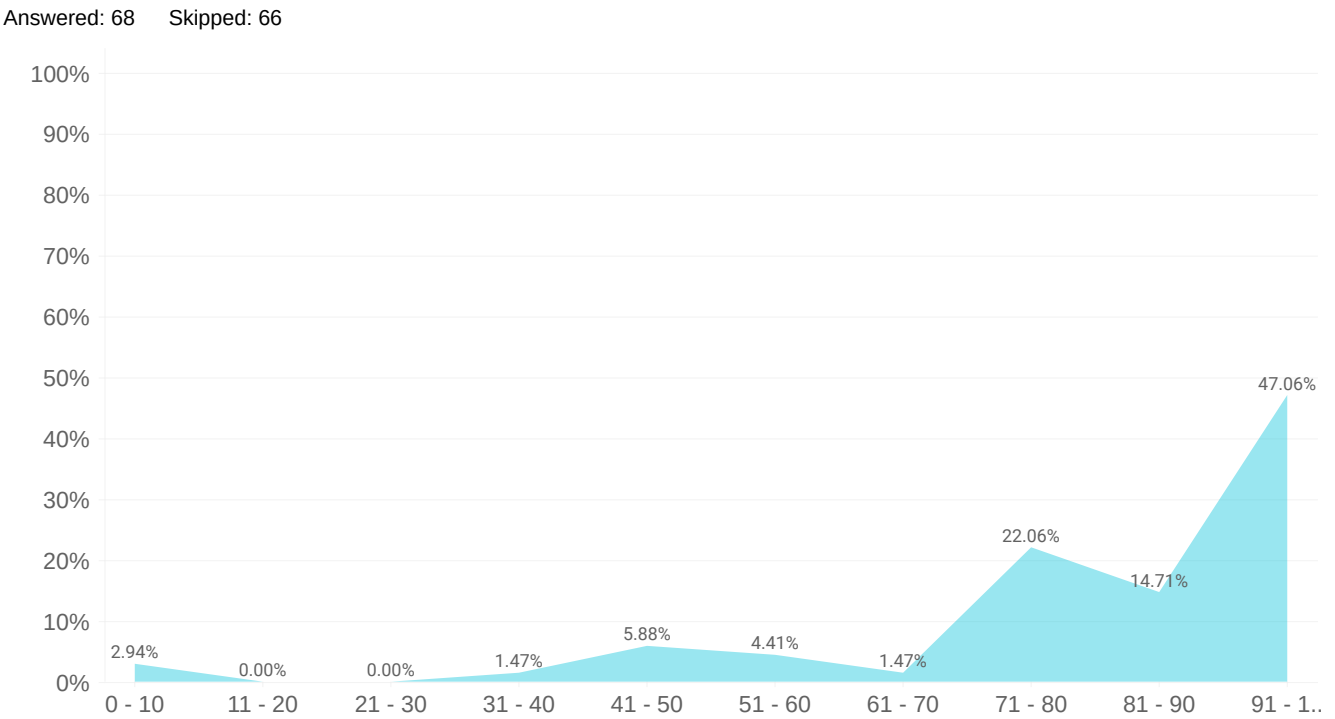
Rating	Response percent	Response count
1 (No)	11.76%	8
2	4.41%	3
3	5.88%	4
4	20.59%	14
5 (Yes! Very Much!)	57.35%	39

Average rating: 4.07

Q9

Would additional street trees make you more likely to walk, shop, or spend time downtown?

Answered: 68 Skipped: 66



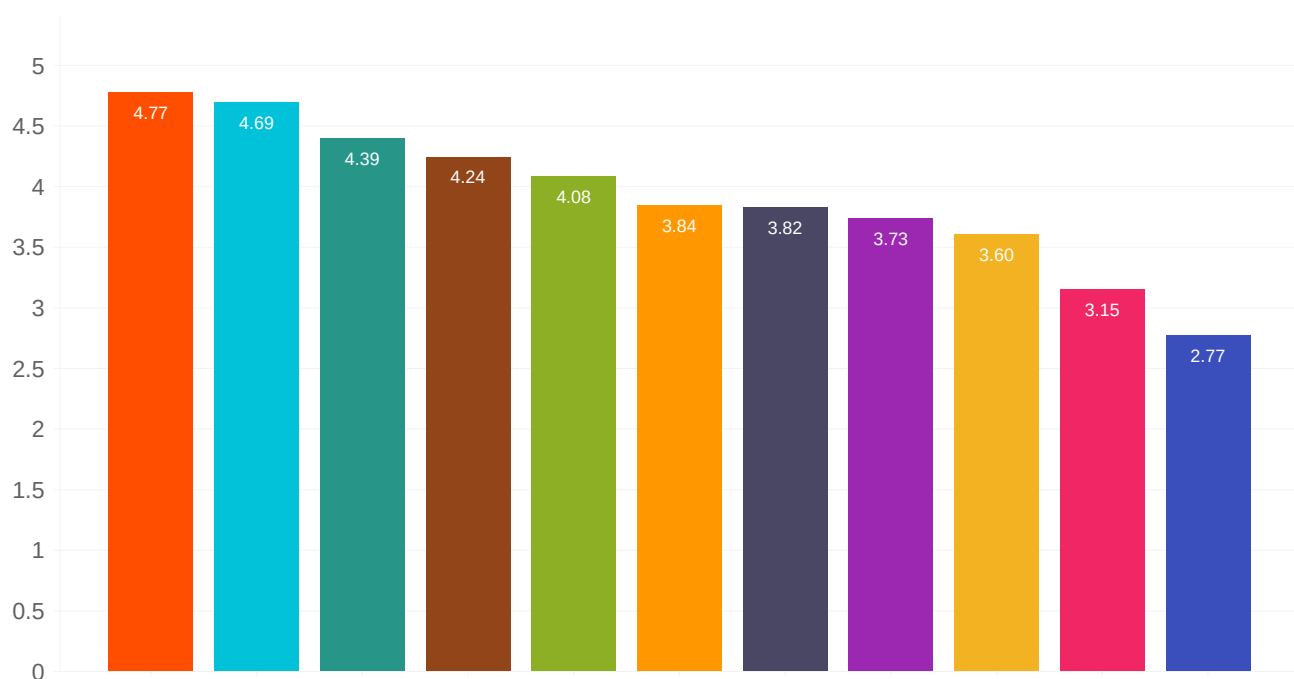
Choices	Response percent	Response count
0 - 10	2.94%	2
11 - 20	0.00%	0
21 - 30	0.00%	0
31 - 40	1.47%	1
41 - 50	5.88%	4
51 - 60	4.41%	3
61 - 70	1.47%	1
71 - 80	22.06%	15
81 - 90	14.71%	10
91 - 100	47.06%	32

Style

Q10

Please rate the importance of the following features:

Answered: 62 Skipped: 72



- Support for Pollinators/Native Plants
- Street Trees/More Shade
- More Inviting Parks/Public Spaces
- Trees & Vegetation in Parking Lots
- Community gathering areas
- Downtown Identity
- Traffic Calming
- Public art and cultural installations
- Lighting and safety features
- Additional Planter Boxes
- Year-Round Color

Row	(1) Not Important (1)	(2) Slightly Important (2)	(3) Moderately Important (3)	(4) Very Important (4)	(5) Extremely Important (5)	Average rating	Response count
Support for Pollinators/Native Plants	0.00% (0)	0.00% (0)	4.84% (3)	12.90% (8)	82.26% (51)	4.77	62
Street Trees/More Shade	1.61% (1)	0.00% (0)	3.23% (2)	17.74% (11)	77.42% (48)	4.69	62
More Inviting Parks/Public Spaces	4.84% (3)	0.00% (0)	6.45% (4)	29.03% (18)	59.68% (37)	4.39	62
Trees & Vegetation in Parking Lots	3.23% (2)	3.23% (2)	17.74% (11)	17.74% (11)	58.06% (36)	4.24	62
Community gathering areas	3.23% (2)	1.61% (1)	16.13% (10)	41.94% (26)	37.10% (23)	4.08	62
Downtown Identity	4.84% (3)	8.06% (5)	22.58% (14)	27.42% (17)	37.10% (23)	3.84	62
Traffic Calming	9.68% (6)	3.23% (2)	20.97% (13)	27.42% (17)	38.71% (24)	3.82	62
Public art and cultural installations	9.68% (6)	6.45% (4)	19.35% (12)	30.65% (19)	33.87% (21)	3.73	62
Lighting and safety features	8.06% (5)	11.29% (7)	25.81% (16)	22.58% (14)	32.26% (20)	3.60	62
Additional Planter Boxes	11.29% (7)	17.74% (11)	32.26% (20)	22.58% (14)	16.13% (10)	3.15	62
Year-Round Color	17.74% (11)	22.58% (14)	35.48% (22)	12.90% (8)	11.29% (7)	2.77	62

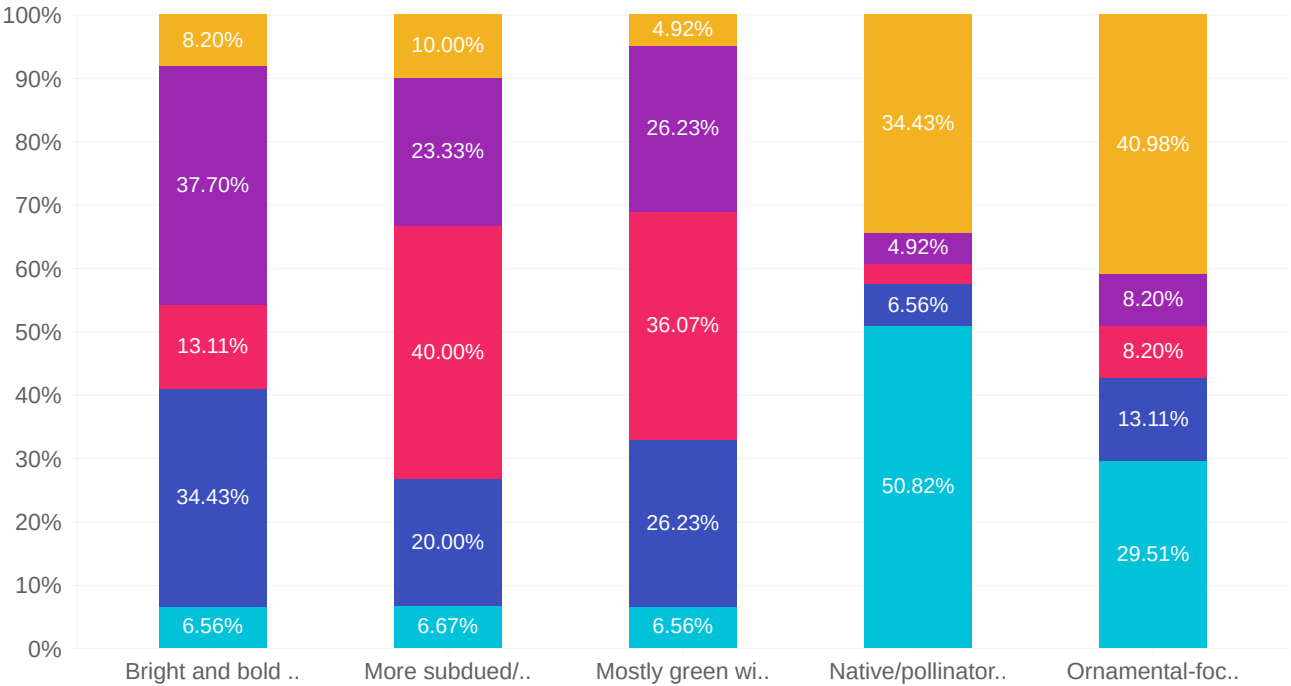
Average rating: 3.92

Row	Range		Mean	Median	Standard deviation	Variance
	From	To				
Support for Pollinators/Native Plants	3	5	4.77	5.00	0.53	0.28
Street Trees/More Shade	1	5	4.69	5.00	0.69	0.48
More Inviting Parks/Public Spaces	1	5	4.39	5.00	0.98	0.96
Trees & Vegetation in Parking Lots	1	5	4.24	5.00	1.07	1.14
Community gathering areas	1	5	4.08	4.00	0.95	0.90
Downtown Identity	1	5	3.84	4.00	1.16	1.35
Traffic Calming	1	5	3.82	4.00	1.26	1.59
Public art and cultural installations	1	5	3.73	4.00	1.27	1.61
Lighting and safety features	1	5	3.60	4.00	1.27	1.62
Additional Planter Boxes	1	5	3.15	3.00	1.23	1.50
Year-Round Color	1	5	2.77	3.00	1.22	1.49

Q11

How would you rank the following planting styles?

Answered: 61 Skipped: 73



Choices	1	2	3	4	5	Score	Rank	Response count
Bright and bold colors	6.56% (4)	34.43% (21)	13.11% (8)	37.70% (23)	8.20% (5)	2.93	3	61
More subdued/pastel colors	6.67% (4)	20.00% (12)	40.00% (24)	23.33% (14)	10.00% (6)	2.90	4	60
Mostly green with limited blooms	6.56% (4)	26.23% (16)	36.07% (22)	26.23% (16)	4.92% (3)	3.03	2	61
Native/pollinator-focused planting	50.82% (31)	6.56% (4)	3.28% (2)	4.92% (3)	34.43% (21)	3.34	1	61
Ornamental-focused planting	29.51% (18)	13.11% (8)	8.20% (5)	8.20% (5)	40.98% (25)	2.82	5	61

Final Thoughts

Q12

What do you like most about the landscape conceptual design plan?

Answered: 50 Skipped: 84

1. The parking lots need shade, and trees would not only help with that but make it look more inviting.
2. More plantings downtown is hugely important. The prettier they are, the better.
3. No much. The downtown should sustain itself. Please stop raising my property taxes
4. Year round color and interest.
5. 1) More shade - because it's hot to walk and bike around downtown in the summer. 2) More flowers and blooms throughout the growing season - just make everything more cheerful
6. Mix of trees and varied plantings
7. Great variation and focus on most trafficked parts of downtown
8. The plan is beautiful. I like the native species but there aren't many on the plan. More would be better.
9. It's simply beautiful. It has the potential to turn dull and neglected spaces into sources of pride.
10. The fact that City staff have input on the work that they are to maintain and that you are looking for public comment.
11. I really enjoy the focus on the urban forestry, especially at locations where people will be walking around downtown. I think this help with the urban heat and allow for residents/tourists a more enjoyable and safe travel around downtown.
12. It would help Downtown feel more welcoming. The addition of street trees have so many benefits.
13. Diversity
14. I trust the expertise that went into forming this plan and I hope that the city council does also and approves it. The master plan document of 2021 is extremely impressive, so much great info and explanation of it all.
15. It provides city leaders a vision of what downtown can be like. Other communities similar to Harrisonburg have a vibrant downtown landscape and maintenance crew.
16. Making inviting walking corridors (flowers, shrubs, trees); temperature cooling (trees); a coherent plan reflects the pride we have in our community.
17. Much of the intent, purpose and location selections are great.
18. More trees to provide shade in downtown areas. Incorporating/making more inviting public gathering spaces. Highlighting blacks run.
19. Looks great!
20. The idea that a natural world is more inviting
21. I like the focus on natives and pollinators. I think that if the plants are chosen with care and consideration we can maintain year round color (at least green!) in most places.
22. Integrating people into the natural world, adding color to the grey infrastructure of the built environment
23. I'm all for lots of trees, lots of plants, and general beautification.
24. The additional thought.
25. Tree's downtown

26. We need more greenery to make downtown an inviting place that people want to spend time in. I think adding shade will be an important part, and softening the all-concrete-and-asphalt aesthetic will make folks want to spend a lot more time downtown. I also really like that there is an effort to "repurpose" Court Square. I wonder if it could even be converted into an all-pedestrian area (ex. Charlottesville's "downtown mall")? This would draw business to the area which currently has some vacant spots, and would make it a lively cultural center.
27. I appreciate the effort to use trees to provide shade and help keep the city cooler.
28. The inclusion of street trees and additional green spaces in Downtown Harrisonburg. Plant more trees, please!
29. The few native included
30. I appreciate the overall plan and the extent of the plantings. 1
31. I love that our city is seeing the value of green spaces and the living environment.
32. I love the vision for Court Square and converting the street into a public space. I love all the ideas for trees.
33. I liked how visual it was in it's presentation of information.
34. More shade, pollinators, native plants
35. Knowing the city cares to work on this
36. -entryways to downtown -trees -colorful/pollinator friendly/seasonal -attractiveness
37. Adding more beauty to downtown through addition of plants
38. In a word—insipid.
39. bringing more green and nature into the city
40. It is very thought out well organized.
41. 1. The plan's overall landscape goals (p. 3 of presentation) and basic concepts (p. 5 of presentation) are quite good. 2. Including a lot of trees (mostly native species) and vegetation along streets and in parking areas is fantastic! Daylighting Blacks Run and treating it as amenity rather than an embarrassment is awesome! The city should use this plan as an opportunity to maximize native plantings to support water quality improvement and habitat creation. Streams in cities (including Blacks Run) are vectors for invasives. This provides a chance for remediation of this at least downtown. Blacks Run landscape improvements using native plants in places like behind Beyond restaurant that are currently unexplored opportunities could be great for adjacent businesses and make the walk from Water St to Court Square a desirable feature. 3. Most aspects of the Liberty Park plan that expand the use of native plants are good. Treating the geometric formal beds with roses and plants that feel more formal might be nice, and there could be a nice opportunity for juxtaposing formal and natural in a way that feels really good. 4. Realizing Court Square as a public plaza is also a great idea. Yesterday when we were downtown for Best.Weekend.Ever. I could easily imagine how cool this would be. 5. Harrisonburg's EAP includes instructions to maintain and increase the city's tree canopy, evaluate opportunities for underutilized public and private lands, and consider rehabilitating and creating new natural habitats within the city limits. With the right revisions to focus on native species and eliminating invasives, this downtown landscaping plan could be instrumental in achieving these objectives. As the EAP states, "To pursue sustainability is to create and maintain conditions under which humans and nature can exist in productive harmony to support present and future generations."
42. More greenery is better. Always.
43. The fact that adding more greenery will make the entirety of downtown more inviting, more shaded, decrease noise and pollution, beautify city walks, and very importantly, help the local wildlife.
44. I like the addition of flowers, trees, and shrubbery in parking lots and walking corridors downtown. I think it makes downtown look more cared for and inviting.
45. More inviting and protection for wildlife
46. Creating visual beauty and providing shade
47. I love that this plan will add more street trees, which are in short supply downtown. We need many more street trees!
48. I like the cohesive feel, the intentional aspect of landscaping and beautification, and the desire to do something beautiful downtown. It is a very hardscaped corridor that needs some softening. I like that there are different levels of design concepts and that this could be phased. The goals make a lot of sense. i love the idea of making downtown an attractive destination where people just want to come (and hopefully make a few unplanned purchases) or mind walking a greater distance to their parked car because the walk is lovely. Trees and bushes that have leaves that seasonally change color would be great and less fussy to deal with than flowering plants. I am really excited about the possibilities of the wayfinding concepts. I wish there were more ideas for gateways and statement arrival sculptures. But overall, this whole plan is pretty cool.

49. Lots to celebrate here. Increased tree coverage and shade, Court Square as walkable, person focused plaza. Use of Natives. Treating Blacks Run as an actual amenity and source of beauty/connectedness. color, life, beauty as valuable. This is an exciting design! I'd see opportunity to work with local non profits to help support maintenance, even as staff time will be essential.
50. Nothing. This plan is hateful and this survey is rigged to force people to rubber stamp what staff wants to do.

Q12 - Sentiment Analysis



Choices	Response percent	Response count
Anger	4.17%	2
Disappointment	0.00%	0
Sarcasm	6.25%	3
Neutral	25.00%	12
Happy	52.08%	25
Extremely Happy	12.50%	6



Choices	Response percent	Response count
trees	28.00%	14
plantings downtown	22.00%	11
City staff	20.00%	10
shade	16.00%	8
plan	16.00%	8
plants	12.00%	6
people	10.00%	5
color	10.00%	5
fact	10.00%	5
parking lots	8.00%	4
spaces	8.00%	4
Court Square	8.00%	4
blacks run	6.00%	3
greenery	6.00%	3
inviting	6.00%	3
communities	6.00%	3
flowers	6.00%	3
beauty	6.00%	3
addition	6.00%	3
focus	6.00%	3
plantings	6.00%	3

walk	6.00%	3
vision	4.00%	2
maintenance crew	4.00%	2
wildlife	4.00%	2
places	4.00%	2
walking corridors	4.00%	2
design concepts	4.00%	2
evaluate opportunities	4.00%	2
species	4.00%	2
business	4.00%	2
pollinators	4.00%	2
presentation	4.00%	2
beautification	4.00%	2
environment	4.00%	2
work	4.00%	2
landscape goals	4.00%	2
sources	4.00%	2
pride	4.00%	2
effort	4.00%	2
summer	2.00%	1
survey	2.00%	1

temperature cooling	2.00%	1
shrubs	2.00%	1
variation	2.00%	1
blooms	2.00%	1
comment	2.00%	1
document	2.00%	1
expertise	2.00%	1
explanation	2.00%	1

What aspects of the plan do you dislike or find problematic?

Answered: 50 Skipped: 84

1. I find the maintenance could be problematic.
2. My only concern is not with this plan, it's that city parks like Purcell have way too much grass that no one uses, so they should be the focus of a plan like this too.
3. City government should provide a safe and legal atmosphere in which any business can have a chance. It should not prioritize one region or ones groups desires over others. More vocal does not mean more support, it only means those with agenda are more organized. I do not shop downtown. Ever. However, I do need access THROUGH downtown in my large semi truck, my personal vehicles, and my bicycle. A city should provide for all of the above in a reasonable fashion, not cater to the loudest current bandwagons of change. If we want to make the city more livable, affordable, and friendly to local residents, let's ditch JMU and then have the downtown actually cater to local residents, not those who come and go and create a disruptive, chaotic feeling. Please stop raising my property taxes to benefit those who don't live here and/ or don't contribute financially . Please, make Harrisonburg a city for those who live here. Please stop raising my property taxes
4. I think there should be even more trees, flowers, shrubs - this is our home, make it a destination!
5. It'd be great to see a greater integration of native plants into the plan over time. I'm also wondering who will keep all the planters watered regularly so the flower stay alive -- we seem to have long stretches without rain.
6. Far too little focus on native plants, and honey locust trees are a poor choice for downtown. Redbuds and oaks would be better.
7. If you spruce up parking lots, it makes it less likely that you'll get rid of parking lots. We should get rid of some parking lots.
8. The plan is beautiful but very labor intensive. There are a lot of non-native species, too many annuals, many of the plants will need to be maintained throughout the growing season for best performance and there are a lot of plants that will require annual maintenance. Not a single hickory tree the most superior tree species in my opinion. Also, although beautiful, I don't think having pollinator friendly species is good in all areas, especially parking areas, as there are plenty of people allergic to bees and I know that my husband avoids areas with flowers for parking as he is afraid of bees getting into the car.
9. I'm very uncertain that the city has the maintenance capacity to implement even the most simple of plans.
10. I find the fact that there are City staff that think ornamental vegetation is the way to go problematic. City Green space staff put a lot of meaningful time and effort into designing pollinator spaces to promote and benefit pollinators, but aren't supported with manpower to keep these areas maintained and beautiful and adding spaces.
11. I would rather see more trees and pollinator gardens than potted plants. I think too many potted plants will almost make downtown look "staged", but trees and pollinator gardens will give the feel that we are still in "nature".
12. Remove any invasive species and instead focus on native species to the maximum extent possible.
13. Many non native plants !
14. none
15. Should not plant invasive plants.
16. Use of invasive species such as creeping jenny, euonymus, nandina, liriope.
17. Not enough trees at the gateway entrances, particularly on 33 E approaching downtown from the east. Also not enough native/too many invasive species
18. The abundance of non-native species. Plant native for sustainability/less maintenance and to complement the city's location between the national park and forest.

19. All of this looks beautiful but PLEASE make a commitment to maintain the plants. There are so many well intentioned public spaces particularly in downtown that aren't maintained...so what's the point of wasting resources if there is no commitment to maintain the plants! For instance, the city planted a number of trees and plants at the top of Campbell St a few summers ago by the wall. The plants are a mix of unruly and barely alive. It would look better with no plants than its current unkempt and neglected appearance. I really hope there is follow-through on maintaining this vision but I don't have a lot of faith in our city government. I'd be thrilled if we simply had few hours of dedicated staff hours committed to picking up trash, cleaning the sidewalks and power-washing the gross EIFS/concrete exterior of the HCPS and Court/jail complex buildings. I understand the parking garages are old but they are disgusting...I don't let my children touch the handrails in the stairwell, the garages reek of urine (human), and the sidewalks surrounding the perimeter of the Water Street garage are covered in bird poop. I'd love to sit in the pocket park across from the library and enjoy water plants but when it's used as a de facto backpack/ sleeping bag storage for pan-handlers, a smoking/vaping lounge, and occasionally a sleeping spot for the highly sedated, zombie-like Asian woman that roams downtown, I have to wonder why bother trying to have nice things??? I hope that beautiful plants and flowers can enhance Downtown Harrisonburg. But landscaping alone will not solve deeper issues. Before investing in new plantings, we need to focus on the basics: cleanliness, maintenance, and making visitors, residents, and business owners feel safe. If the City chooses to move forward with additional landscaping, it must also commit to maintaining it. Neglected flower beds, dead plants, and overgrown spaces send the opposite message and can make an area feel less cared for, not more. Attractive streetscapes are wonderful, but without a long-term maintenance plan, we're simply spending resources on something that will quickly deteriorate. Let's get the fundamentals right first—and ensure any beautification effort can be sustained. Otherwise, we're not beautifying downtown—we're creating another maintenance problem and wasting limited resources.
20. Concerned that it will not be maintained as needed after planting
21. I do not like the idea of a rose garden in Liberty Street park. Not all of the trees proposed seem to be native. Why? Why did the city not intervene with what happened at the court house?
22. Some of the recommended tree and plant species are questionable in regards to performance and suitability - will discuss this directly with staff
23. There's so much here that's problematic, and just so many missed opportunities. Please don't approve this as written. The overall 'idea' --add plants to make Harrisonburg downtown awesome--is correct. The plants suggested themselves and the method is not correct. 1) You've got actual known invasives or near-invasive plants on this plan. (euonymous, nandina) 2) Little to no effort for native plants 3) You're depending on a volunteer program, but in my experience the most passionate volunteers are those who are also ecologically minded, and these planting choices--while pretty--aren't native or particularly sustainable. Having to replant seasonally is nuts. 4) It seems like choosing so many maples when maples are not a type of tree that we need to add more of according to the Urban Forestry Plan --it's important to our urban tree canopy to have a biodiverse set of plantings, or we'll end up someday with another Ash Borer type situation. 5) Emphasizing native plants and perennials is good for our environment, but also cheaper to maintain both in time and water once established. This planting plan is beautiful but not sustainable in multiple directions. 6) Do we even have the right kind of soil downtown for ericaceae? If we put plants in the ground that are going to struggle even with TLC from volunteers, we're just pouring money down the drain.
24. Not doing it.
25. More homeless people will be around bothering citizens since there will be shade. Stop the panhandling!
26. I would like to see more natives and perhaps a focus on low-maintenance plantings, but overall I think it is a great plan.
27. Harrisonburg's climate is perfectly suited for growing native plant species. It is absolutely unacceptable for there to be any invasive and non-native plants listed in this design. Harrisonburg is an agricultural community and the people here value taking care of the land. To plant nonnative and invasive plants within the city limits, quite frankly, sends a message that the city is completely disconnected from our planet and our ecosystems. Harrisonburg should be leading the charge when it comes to executing thoughtful, innovative landscape designs that preserve our biodiversity and enhance our ecosystems. There are many nonprofits and community groups that are experienced in restoring landscapes with native plants -- there is no excuse for Harrisonburg to turn a blind eye on this.
28. I am really disappointed to see several invasive and/or non-native plants in the plan, such as crepe myrtle, lirioppe, and nandina. It would be such a shame to include these plants that others are working so hard to remove from their landscaping, when we have so many proponents of native plants in our community. Karl from The Natural Garden or Elise from Wilder Landscapes would be great people to talk to for native plant alternatives to these invasive/non-native species. A local elementary school recently had a "Nandina removal community work day" and it would be lovely if the city would follow their lead.
29. Not a fan of invasive species (e.g. nandina). Found that the plan relied too much on non-native ornamentals (e.g. lirioppe, pachysandra, periwinkle). There are lots of better native plant options that can beautify Downtown, while also improving wildlife habitat. The planting list in general seems a bit basic and could use some fine tuning from folks who know more about native species. No nandina and no lirioppe. Downtown Harrisonburg isn't JMU. Don't try to copy and emulate what they do on their campus. Don't go for a purple and gold theme.

30. Invasive species are included on the list! You have GOT to be kidding!! Please don't make problems worse! Do not plant ANY invasives and seriously limit (or eliminate) all non-natives. There are so, so many great native options and plenty of local people willing to help with design/planting suggestions. Harrisonburg is increasingly becoming a destination for outdoor life and culture. Please continue to lean into these positive trends.
31. There are multiple invasive or non-native plants listed in the plan, such as various Japanese Maples and Liriope. It is vital to the overall health of our local environment that we no longer plant non-natives, focusing solely on planting and maintaining native plants for their ability to support insects, birds and other wildlife. Incorporating more native berry producing shrubs or small trees would substantially benefit the songbird population. In that vein regarding long-term maintenance, it is also important that we leave the over-wintering habitats in place that further support the ecosystem. Pollinator gardens are no help if the insects have no habitat to spend their larval or egg stages in winter.
32. There are at least two plant species in the plan that are listed on the Virginia Invasive Plant Species list and one tree species in the plan that is not well suited for an urban environment especially here in the valley. Euonymus fortunei and Nandina domestica are on the invasive plant list. I am surprised that a VT group would create a design without considering this important aspect. The pin oak, Quercus palustris, listed in the plan requires an acidic, loamy soil and is not well suited to the compacted, alkaline soils of the urban environment. When planted in such environments, the trees exhibit chlorosis (yellowing of leaves) and generally do not thrive. Another reason the pin oak is not suited is it's habit of sweeping downward lower branches. Not best for pedestrian areas. Better alternatives for the poor soils of the urban environment are the Shumard oak or black gum tree.
33. I have concerns about certain invasive species being recommended for downtown and a departure from the perennial, native, pollinator-friendly plants that have become popular in the community.
34. I feel like it's a lot of information for the general population who aren't working with this data or thinking about this data on a daily basis to take in all at once.
35. Nandina
36. Inclusion of known invasive species such as nandina and euonymus
37. The choice of plants looks like they cut out pretty pictures from old copies of Southern Living. This prepackaged comment program is just as bad. The city does need a landscape plan that functions to cool the urban heat island, control runoff and erosion, make the city a habitat for humans, birds, and pollinators. This just doesn't do any of that.
38. not enough natives and pollinator plants
39. The amount of INVASIVE plants you have on this list is crazy. We should be planting native plants that support our ecosystem. In this survey it speaks of a downtown identity and I think an excellent one to build would be native plants of the Shenandoah valley. We are so lucky to live in such a gorgeous place with such wonderful plants and wildlife. We need to continue and expand the pollinator plantings and continue to think of the other wildlife we may support in this city as well. The children of Harrisonburg, my children, deserve a place to live that is an example to the nation of what it could look like to embrace ecological gardening and planting to reduce climate change. Imagine a future Harrisonburg that is leading the nation in what ecological city gardens could look like! Education for children around every corner. Evidence that we love of our little slice of heaven and want to support it around every corner!! Would that not be amazing? The public work department already does amazing work with this. I know this plan can be revised and the invasive and non native plants can be replaced. A great place to start would be keystone plants supported by the work of Doug Tallamy or the list the Xerces society put out of the most beneficial plants to support the local food web. Please consider this! I would love to see downtown Harrisonburg bloom!

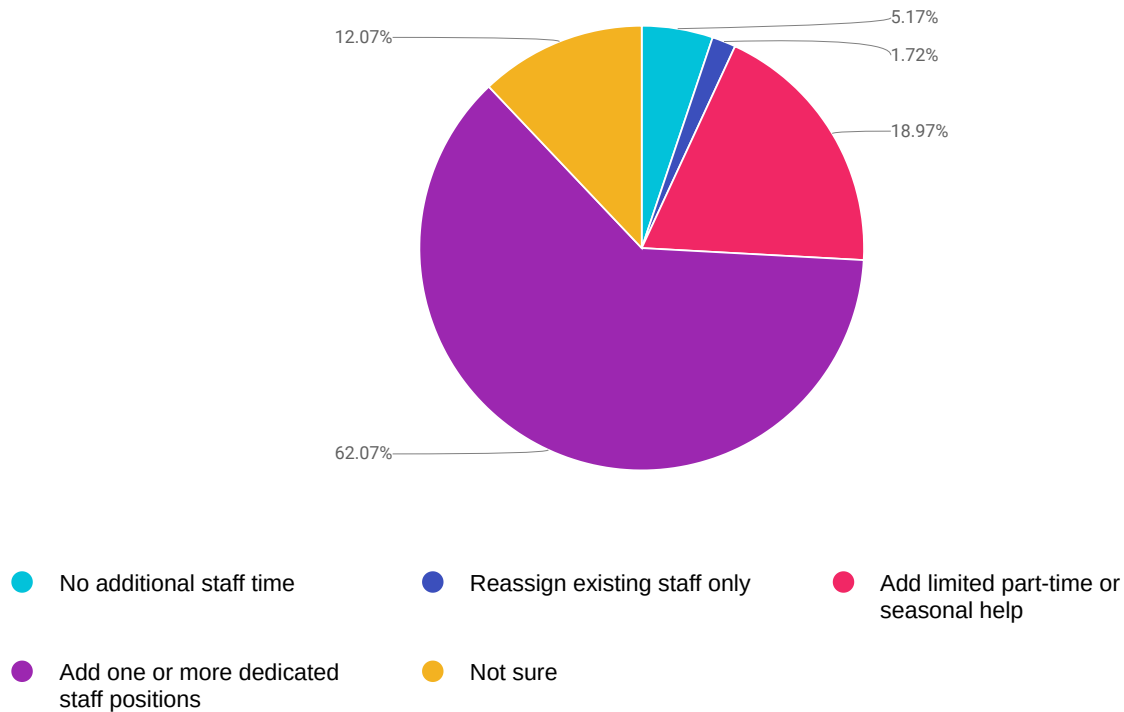
40. 1. Invasive, arguably invasive, and emerging invasive plants are in the plan! EXPLICIT POLICY NEEDED: NO INVASIVE PLANTS, PERIOD. What self-respecting city in 2026 would plant invasives?? 2. Native plants are severely under-represented and often overlooked. Almost none on Court Square. 3. Native plant list developed by Public Works staff is solid and should be attached to the plan as addendum. Native plants are critical to supporting pollinators and wildlife and are integral to the city's historical legacy and brand. 4. Need to make changes to planting plan because not all plants recommended are well-suited to their specified location. Need to acknowledge that flexibility in implementing the plan is needed, as some plantings will succeed and others will fail, especially as the climate continues to heat up. Prioritizing the use of native plants should be reinforced. 6. A palette of generic commercial landscaping plants is specified for Court Square. Is this how we want to "frame the historic square?" (p. 17). Instead, why not frame the historic and cultural heart of Harrisonburg with native Virginia plants that reflect the unique natural history of the Shenandoah Valley of Virginia, the actual framework within which our city thrives? After all, our history and natural history are what make Harrisonburg a destination and gateway that is "Friendly by Nature." 7. In this plan, there is a desire to emphasize "year-round color." However, there is a mistaken belief that year round color requires non-native plants. To get year-round color with native plants, include early blooming, mid-season, and late-season blooming plants. As DCR explains, "the native flora of Virginia offers a surprising variety of color, form, and texture to gardeners and landscape designers. In fact, many familiar and popular landscaping plants such as black-eyed Susan, columbine, and bee balm are native to Virginia. Designing with natives allows the creation of distinctive natural landscapes including woodlands, meadows, and wetlands with unique regional character." 8. There have been concerns about native plants not surviving. This isn't because they are native plants. It is because they need careful attention to receiving the right watering through the first year and/or until they are fully established. My feeling is that plants that are drought tolerant are the way to go as drought seems to be the new normal. 9. The plan recommends enlisting volunteers for some aspects of maintenance. First, ensure there is adequate city staff and budget. Also, be sure the types of volunteer roles are those that can include community members in appropriate levels of decision making and agency rather than just free labor. If they feel they are being listened to and that their input and ideas matter, volunteers could play an important and mutually beneficial role.
41. Too many non-natives. Too many trees in concrete boxes. Trees in concrete boxes die quickly. Not a good idea. There's nothing vertical with native vines. No discussion of additional wildlife that may take up residence. Will you just kill opossums? skunks? Needs to be thought through. Also, rats.
42. It doesn't extend past the downtown area and into surrounding streets :)
43. I feel there are too many non-native species being proposed. The downtown gateways are proposed to have begonia, impatiens, liriopse, marigolds, and many other plants that do not support our ecosystem and pollinators. Native plants are easier to maintain in our environment, tolerant to drought, and provide food and habitats for our insects and animals.
44. The ducks and fish are getting totally poisoned exposed out in city areas with no protection and wildlife is generally suffering in summer with heat and attitudes being careless with litter they shouldn't eat. More no litter signs
45. Definitely no nandina
46. I wish we could provide more resources to create a green downtown.
47. We need many more street trees! I would highlight the Federal Street walk/bike corridor as a prime example of an area that has plenty of space for street trees and landscaping, and yet is currently all concrete. It gets extremely hot in the summer, and deters usage. It could be an absolutely beautiful corridor with the addition of more street trees and landscaping.
48. Harrisonburg has built an identity and brand around natives and pollinators. I have learned so much about using them during the pollinator month events and have embrace the approach to landscaping my own yard like so many other locals have done. Blending year-round vegetation with an emphasis on more natives is my preference...it feels like maybe this plan wants more non-natives for year-round interest with some pollinators and natives sprinkled in. There were a few invasives recommended, which I hope we stay away from especially since the state finally passed a law to require nurseries to label their invasive plans so people are aware. I would like the city to align with the spirit of that law.
49. Troubled by the use of non native and even invasive species, like Liriopse and Nandina. Does not fit or make sense with city character, goals of project, or environmental common sense. Lets carry the native and celebration of our area through the entire thread of the project. I'd encourage City to put resources, funding, and staff into maintenance, as well as allowing for some flexibility in planting. Some plants will root well, others not. Better to be flexible with native varieties than to adhere to a strict planting plan of non natives.

50. This plan was drafted by a group of people who were described as "stakeholders." A FOIA request revealed that they were all city staff. This disdain for the residents of Harrisonburg is typical of the Alexander Banks VI administration. It is problematic and I dislike it. The "stakeholders" themselves were clearly dominated by the most hateful among them -- members of Parks and Recreation. Their hateful influence, backed by the City Manager, is reflected in the use of the word "pride" in the landscaping plan. The use of the term "pride" in connection with landscaping is extremely offensive. It reflects a mindset of using nature as a proxy for exclusion that makes people ashamed of their relationship with nature. Just as people have increasingly come to see shaming people about their bodies as hurtful and offensive and socially unacceptable, more and more people will be emboldened to say what the vast majority already think: that this landscaping plan that makes a display of dominating nature is also [sick and offensive.](<https://wildones.org/joey-santore/>) Harrisonburg is in a biological hotspot on the continent. We should be celebrating that. The city should be leading the way in celebrating that natural is normal; chaotic and complex is beautiful; pioneers remediate our damage; what is already here is good and we should be in right relationship with it. Assigning staff to force nature into being something broken is wasteful, harmful, and perverse.
-

Q14

How much should the City invest in staff time to maintain new downtown plantings, including watering, pruning, seasonal change-outs, and general upkeep?

Answered: 58 Skipped: 76



Choices	Response percent	Response count
No additional staff time	5.17%	3
Reassign existing staff only	1.72%	1
Add limited part-time or seasonal help	18.97%	11
Add one or more dedicated staff positions	62.07%	36
Not sure	12.07%	7

Do you have any additional suggestions or feedback on the landscape plan?

Answered: 38 Skipped: 96

1. There should be a more concerted effort to implement this plan in partnership with local groups and community members...city beautification should be a combined effort, not solely a government effort. With a City already at budget capacity, creative solutions/partnerships that still enable this plan to move forward without unduly adding to budget/staffing limitations would be ideal. No other thoughts specific to this plan (seems like a good plan). For the future, recommend (1) not relying so heavily on surveys and instead looking for more meaningful community engagement to review plans like this and (2) rethinking survey questions as I frequently found myself saying that none of these options were representative of what I thought.
2. Please make the city leave vable for those who actually look very here. Please stop raising my property taxes
3. If we do this, do it right - don't skimp. Get volunteers and community to help to keep costs down.
4. I'd love to see more shade/trees along Mason Street and along Elizabeth Street. Both are very hot to walk/ride in the summer. I do love the addition of trees to some of the open parking areas.
5. Work closely with the JMU arboretum in identifying and sourcing the best native plants.
6. City Hall should be first on the list! Landscaping there is terrible and is a poor reflection of the City. I think a neat approach to this idea would be "Adopt-a-Flowerbed" or allow citizens or groups to sponsor a tree. I would imagine there would need to be guidelines on what can be planted, but how fun would it be to have active community participation? Again, the plan is absolutely beautiful but I think there should be a focus on native species, allow for community support, and a selection of plants that are lower maintenance. Watering so many planters will be problematic in a drought and not a wise use of our water resources then the empty planters or dead plants will look worse than nothing at all.
7. It's probably skewed a bit too much non-native. Some of the imagery seems to be JMU property, you'll have to make sure that is a smooth and complimentary transition.
8. Use recommendations from staff, instead of a consultant. Promote the usage of native pollinator plants and promote the usage of the Urban wood program. Stop using so much boring concrete. Celebrate what makes Harrisonburg special instead of trying to fit the mold of another community.
9. Solid plan!
10. More native plants - shrubs- trees.
11. Again, I am very impressed with the master plan and hope it is referred to and followed when making decisions. Sincere appreciation to those who make it happen.
12. I like the general ideas and areas of focus. I have more issue with the plant choices. Please use as many natives as possible; this will lower maintenance in the long run. And for non-natives, stay away from invasive plants.
13. Grateful there is intention and energy going into this.
14. Close the short section of Court Square between the courthouse and Court Square Theater permanently. It is closed now for pipe work and traffic still does just fine. Make that a permanent park.
15. Overall a very good plan - go forth and implement!
16. I don't mind adding help to city staff, but let's be smart about it; and let's listen to whatever the city staff who is knowledgeable about the Harrisonburg landscape is saying. If we're going to try to be a sustainability-focused city (and sure, let's!), this plan as written I don't think gets us there. 100% add lots of more trees. 100% do a planted car park transformation. 100% make an awesome trail. But let's let the science guide us in terms of sustainable landscapes and green infrastructure. Let's reduce mulching needs, reduce recurring planting needs. We should be adding plants that provide environmental value and are long-lasting. And if we're going to call it a city arboretum, are we going to manage it as an arboretum--an intentional collection of trees for study? Did anyone talk to the JMU arboretum about that? Maybe you could get some synergy going there.
17. Should have kept the sheriff's office work crew to maintain the beds! Don't ruin the landscape plan if homeless are down there waste of money. My family avoids downtown for that reason the panhandling is out of control fix that before spending money to improve the the area
18. I STRONGLY support this - let's make it happen soon!!
19. Listen to your local Virginia Master Naturalist and Virginia Native Plant Society chapters -- it is clear that your heart is in the right place (we should all be planting more plants) but you really have a great opportunity to set an example for other communities by making a native-first landscaping plan that not only enhances our city but also provides critical habitat and forage for the birds and bugs we share this planet with. If you pass this half-baked plan and plant a bunch of nandina and lirioppe in the city, we will revolt.

20. Please, please, PLEASE consider eliminating the non-native plants from this plan. Please. Didn't we already have this conversation during the Court Square landscaping update last year?!
21. Focus on planting street trees and increasing welcoming green spaces Downtown. Ideally, more pedestrian only areas could be developed to create welcoming vehicle-free zones. More pedestrian plazas would be great. Seriously though, plant more trees, and don't skimp out on native plant diversity in the planting plans. Make sure that these improvements to Downtown can be sustained into the future with adequate funding and staffing. Don't plant a bunch of plants and then just walk away from it. Also, does the City have easements to all the proposed trail areas? Seems like that could be a logistical nightmare to acquire the necessary permissions.
22. Plant ecologically beneficial native species! There are SO many choices!
23. I'm disappointed that a 30 minute cursory review of the plan revealed a few glaring issues with plant selection. Has the city reached out local resources for feedback on the design? The Edith Carrier Arboretum or well regarded local arborists and/or landscape design companies come to mind.
24. Focus on perennials (to cut down on annual plantings/labor). Focus on native, pollinator-friendly plants and native trees.
25. I think preparing for a dryer hotter future is something the city should be doing as it relates to a landscape plan. Focusing on drought tolerant species and species that would help reduce the heat island effect in cities.
26. Definitely would make downtown more inviting especially we are nationally recognized for our program
27. It makes no sense to have a "plan" that does not include the parks. The inspiration for the city should be the High Line in NYC. Mt. Lebanon outside of Pittsburgh has incorporated native plants that are beautiful and function to provide shade, control runoff, and provide habitat. The plant choices in this "plan" are largely annuals, exotics, or unsuited for the dry, sunny, high pH soils of the city. It has plant containers that need constant watering instead of in ground where they would catch and hold runoff. This is eye-candy instead of function.
28. Please, please plant native. Introducing more Invasive plants harms everyone.
29. Thank you to city staff and city council members for deciding to gather community input rather than approving the plan without it, and without close examination. This is very much appreciated. It is also recommended that before it is brought to city council for a vote, that there be an open house where city staff and council are available to discuss the plan with the public, and another opportunity for public input online. Treat it similarly to the role that open houses have played in developing the Liberty Street plan.
30. Native. Native. Native. Don't put trees in concrete boxes. Let downtown businesses, civic organizations, volunteers adopt parts of the new landscape. You need the Link building, etc., so people can live downtown to really revitalize.
31. I think the entry to downtown sign (the blue and yellow one) looks dated - specifically the color combination and the ribbons behind the lettering. It reminds me of something you'd see at an elementary school, and not a city that is modernizing it's aesthetics. I know it's an extension of the city's branded signage, but please consider making this particular one a bit different since it's the entry point to downtown. Something like the natural colors on the first example on this page would feel a lot more in harmony with the outdoorsy culture of Harrisonburg. <https://onsightindustries.com/site-furnishings/community-entry-sign/>
32. I have been impressed with the city's focus on pollinators in recent years and the landscaping around the city that includes medians with native plantings. I hope this plan can be re-imagined to build on that work and swap out non-native plants, shrubs, and trees with native alternatives. I especially would like to see more redbud trees included.
33. I'm not educated in wildlife but I'm a photographer u see details and devopments. If I can help by showing more beauty to our city or more inviting for people to come let me know. Thank you
34. This is important and part of my dream of having a more walkable and inviting downtown.
35. If City Council wants to attract more people to live in dense housing downtown, then it is of vital importance for them to prioritize making downtown an attractive and beautiful place to live. This is one of the easiest things that city Council can do to attract more downtown development, and it is something that is their sole responsibility (I.e., private developers cannot and will not improve downtown street trees and landscaping at the same scale that the city is capable of doing). Look at how much money JMU invests in its landscaping, and think about the great return in investment that it achieves in making it a beautiful campus that attracts people to return from the moment they step foot on campus. Why not make our downtown just as beautiful, and help to attract the dense housing, downtown business, and abundant tourism that many on city council desire? (and of course, the environmental benefits of downtown street trees are also amazing - reduced urban heat island effects, stormwater run-off, etc.). Please, City Council, prioritize this investment in our downtown - your residents of today and future generations will thank you!
36. Attractive curb appearance is so important. I hope that there could be some additional resources spent on staff time for this, but I do not know what is needed and feel like its not worth it to make an uninformed selection for the last question. However I am a bit wary of the recommendation about working with volunteers to reliably weed and water - that is probably overly optimistic.

37. This is exciting, moving to a downtown that looks, feels, and supports community and community building. Let's do this.
38. Repeal the tall grass and weed ordinance and fire Brian Mancini. Let him go back to Dinwiddie County with his insulting 12 inch grass hand gestures. He put rocks over the native plants where the bike trail enters Westover park, and then destroyed the plants that defiantly sprouted through the rocks. He should similarly be shown no mercy. The framing of this sham input process is infuriating. We don't want this. We don't want the city hiring contractors to pull "weeds" out of medians. We don't want money being wasted destroying what is natural and covering it with "plantings" in mulch. That isn't beautiful. To appropriate a notorious phrase from the business garden fight: it is an abomination against what mother nature does. The sick and oppressive relationship between city government and residents, reflected in the vision of "a city for all" which doesn't include governance "by the people," is mirrored in the relationship between city government and nature in this landscaping plan. It is a one-way relation of domination. Staff wonders why plants won't grow and keep dying, and city council wonders why Harrisonburg has shot up into the top ten most fiscally stressed localities in Virginia, why our children are in profound distress, why our mortality and morbidity leads the state and all positive measures of the effect of city government lag. Along with firing Brian Mancini as well as nepotism hires of members of hate groups and militias who are mostly from the county, we need to clean out the City Manager's office, the City Attorney's office, and send Thanh Dang to the private sector.
-



Downtown Master Planting Plan Survey Results & Revisions

September 22, 2026

Recap Plan



FOCUS AREAS



ENTRY GATEWAYS
Downtown Gateway – North & South Statue



DOWNTOWN INTERSECTION
Main Street Intersections



DOWNTOWN STREETS
Mason St, Medians, Water St., Main St., & Liberty St.



COURT HOUSE SQUARE
Court Sq. West & South – Tree wells & Trees



LANDMARK BUILDINGS
Hardesty-Higgins House Visitor Center
Public Safety Building
City Hall



CITY PARKS
Liberty Park
Denton park
Farmers Market



PARKING FACILITIES
Liberty St. & Elizabeth St. Lot,
Municipal Parking Lot, Water St. & Mason St. Parking Deck



CITY BEDS & PLANTERS
Liberty St. Bed



CITY TRAILS
Nature Trail
Art/Mural Trail

LANDSCAPE GOALS

CREATE A WELCOMING PEDESTRIAN EXPERIENCE

Shaded, well-designed streets make walking comfortable, safe, and enjoyable year-round.

STRENGTHEN NEIGHBORHOOD CONNECTIONS

Green spaces and street trees foster pride and a sense of ownership among residents and local businesses.

ATTRACT VISITORS AND SUPPORT LOCAL ECONOMY

Lively, green streetscapes encourage people to stay longer, explore shops, and attend downtown events.

DEFINE DOWNTOWN AS A DESTINATION

Distinctive plantings, art, and design features give Harrisonburg its own identity — a place people come to experience, not just pass through.



Disclaimer: This drawing is conceptual and was prepared to show approximate location, arrangement, and dimensions of site features. It is subject to change and is not intended to replace the use of construction documents. The client should consult appropriate professionals before any construction or site work is undertaken. The Community Design Assistance Center is not responsible for the inappropriate use of this drawing.

Harrisonburg: Conceptual Downtown Master Planting Plan
and Focus Area Designs

Site Inventory and Analysis
Focus Areas and Goals
March 28th, 2026

Recap Timeline



- Presented Draft Plan – May 2026
- Released Public Survey – June – July 2026
- Reviewed and Updated Plan – August 2026
- Seek Council Adoption – September 2026

Overall Survey Results



- 134 Total Responses

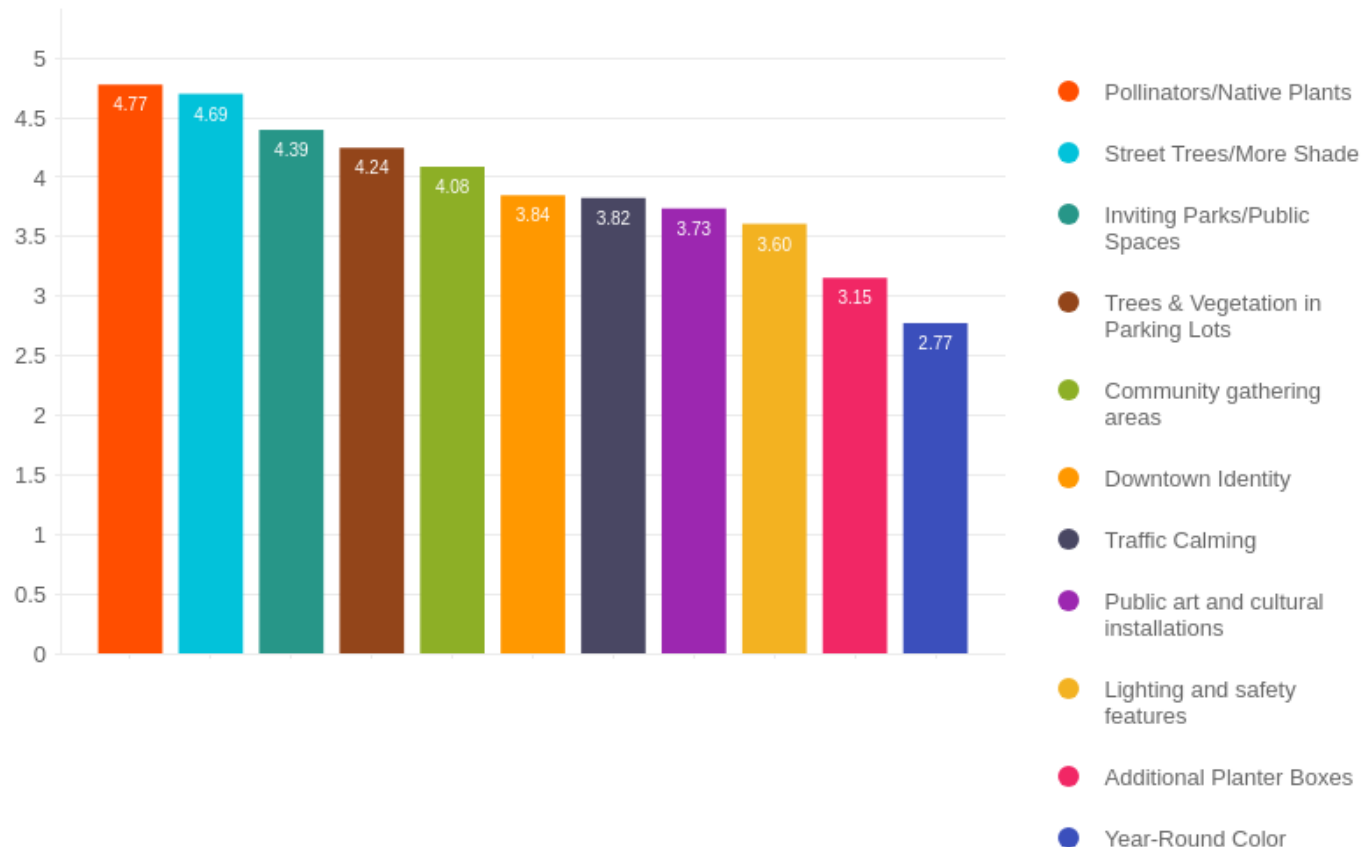
Questions	Average Ratings	Out of
How important is it for the City to invest in landscaping and street trees downtown?	4.70	5
Do you believe the proposed plan would improve the appearance of downtown?	4.07	5
Do you believe the proposed plan would make downtown feel more welcoming and comfortable?	4.07	5
Please rate the importance of the following features:	3.92	5
Do you feel the proposed landscaping fits the character of downtown Harrisonburg?	3.49	5
How satisfied are you with the overall vision of the landscape plan?	3.37	5

Feature Preference



Please rate the importance of the following features:

Answered: 62 Skipped: 72



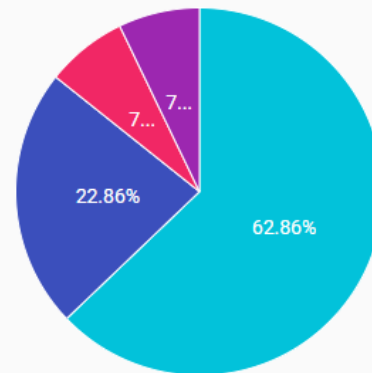
Maintenance and Funding



- “I'd encourage City to put resources, funding, and staff into maintenance...”
- “I would like to see more natives and perhaps a focus on low-maintenance plantings...”

Which statement best reflects your view?

Answered: 70 Skipped: 63



- The City should make a strong investment in both installation and long-term maintenance
- The City should install improvements only at a scale it can maintain with current resources
- The City should pursue the plan only with limited, low-maintenance plantings
- The City should rely mainly on partnerships, volunteers, or sponsorships to expand the plan

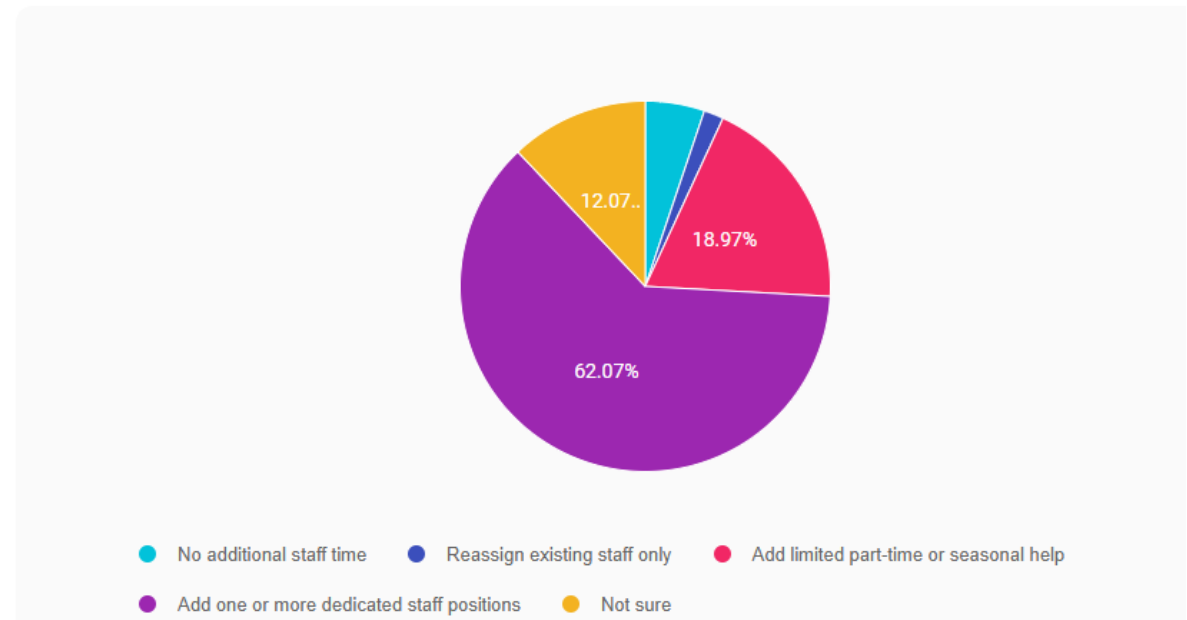
Staffing



- “Make sure that these improvements to Downtown can be sustained into the future with adequate funding and staffing.”
- “...ensure there is adequate city staff and budget.”

How much should the City invest in staff time to maintain new downtown plantings, including watering, pruning, seasonal change-outs, and general upkeep?

Answered: 58 Skipped: 75



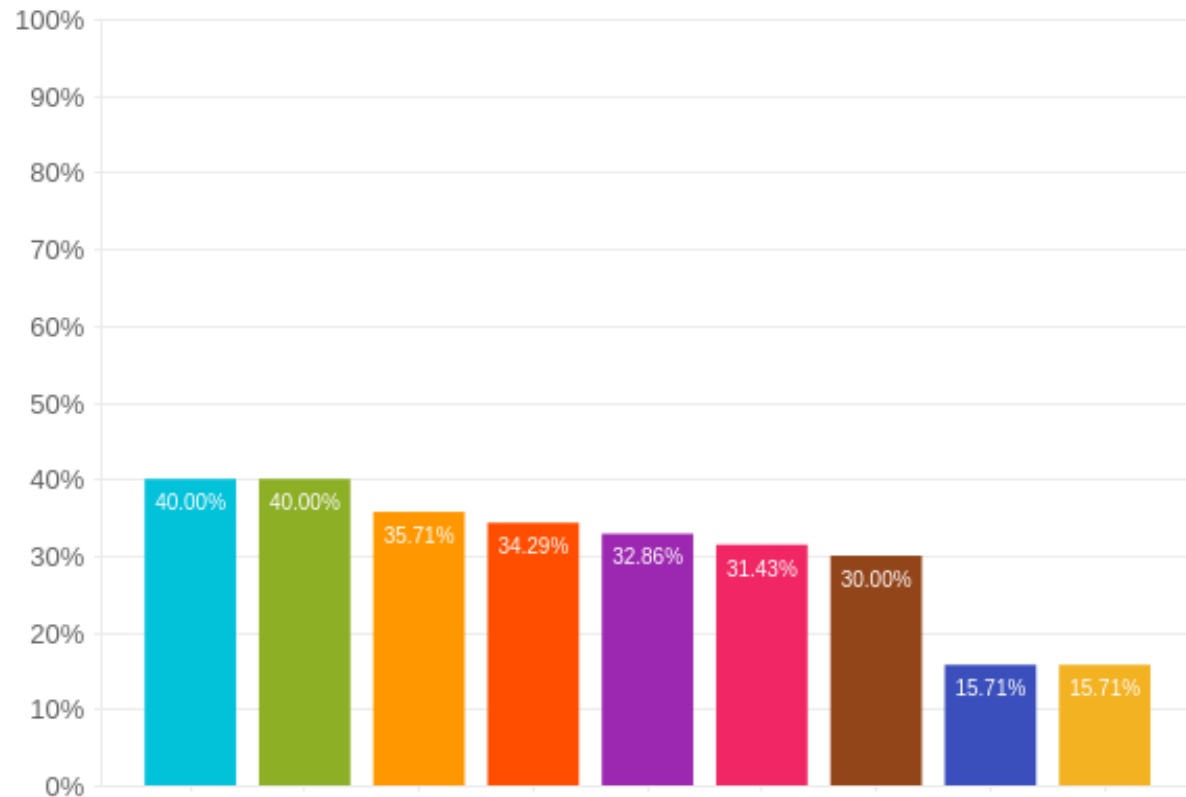
Implementation



Which elements in the plan do you consider the most important to implement first? (select up to three (3) elements)

Answered: 70 Skipped: 64

- Entry Gateways
- Downtown City Parks
- City Trails
- City Beds & Planters
- Court House Square
- Downtown Street Medians
- City Parking Lots
- Downtown Intersections
- Landmark Buildings



Open Feedback Responses (positive)



- “I like the addition of flowers, trees, and shrubbery in parking lots and walking corridors downtown. I think it makes downtown look more cared for and inviting.”
- “More shade, pollinators, native plants”
- “I like the focus on natives and pollinators. I think that if the plants are chosen with care and consideration we can maintain year round color (at least green!) in most places.”
- “More trees to provide shade in downtown areas.
Incorporating/making more inviting public gathering spaces.
Highlighting blacks run.”

Open Feedback Responses (negative)



- “Blending year-round vegetation with an emphasis on more natives is my preference...it feels like maybe this plan wants more non-natives for year-round interest with some pollinators and natives sprinkled in.”
- “I have concerns about certain invasive species being recommended for downtown and a departure from the perennial, native, pollinator-friendly plants that have become popular in the community.”
- I would rather see more trees and pollinator gardens than potted plants. I think too many potted plants will almost make downtown look "staged", but trees and pollinator gardens will give the feel that we are still in "nature".
- “I would like to see more natives and perhaps a focus on low-maintenance plantings, but overall I think it is a great plan.”

Summary of Public Feedback



- Remove invasives
- Increase use of native pollinator plants
- Blend in traditional/ornamental plants, but do not make that the focus of the planting palette
- More street trees and landscaping are highly desirable
- Desire for City to invest funds and staff resources to installing and maintaining trees and landscaping
- Gateways, city parks highest priority areas.
- Downtown Intersections and Landmark Buildings are the lowest priority areas

Plan Revisions



- Incorporate Mission Statement, Key Goals, and Key Objectives from internal
- Removed invasive species and included reference to prohibit use of species found on DCR's Invasive Plant Species List
- Updated suggested plant list to include more native and pollinator species
- Revised 9 planting maps

Implementation



Complete

- Replaced tree at Court Square with Japanese Cedar

Next Steps

- Install tulips and daffodils in various beds
- Install roses at Liberty Park
- Install irrigation at Liberty Park, Hardesty-Higgins Visitor Center, and Main Street Tree Wells
- Purchase additional planter boxes with water reservoir
- Pursue additional staff to maintain landscape spaces



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-344, **Version:** 1

Subject:

Discussion on the Roadless Area Conservation Rule

Presented By: Council Member Dent

This agenda item was at the request of Council Member Dent



Roadless Area Conservation Rule: High Stakes for Harrisonburg

Lynn Cameron, Friends of Shenandoah Mountain
Pete Bsumek, Virginia Sierra Club – Shenandoah Chapter



Bill Clinton announced the Roadless Rule on Reddish Knob on Oct. 13, 1999

Protects national forest
roadless areas from:

- Road building
- Logging
- Development



Forest Service has proposed to rescind the 2001 Roadless Area Conservation Rule

Deadline for comments:
Oct. 6, 2026

Local governments are weighing in:

- Shenandoah County
- Staunton
- Augusta County
- Rockingham County
- Harrisonburg?



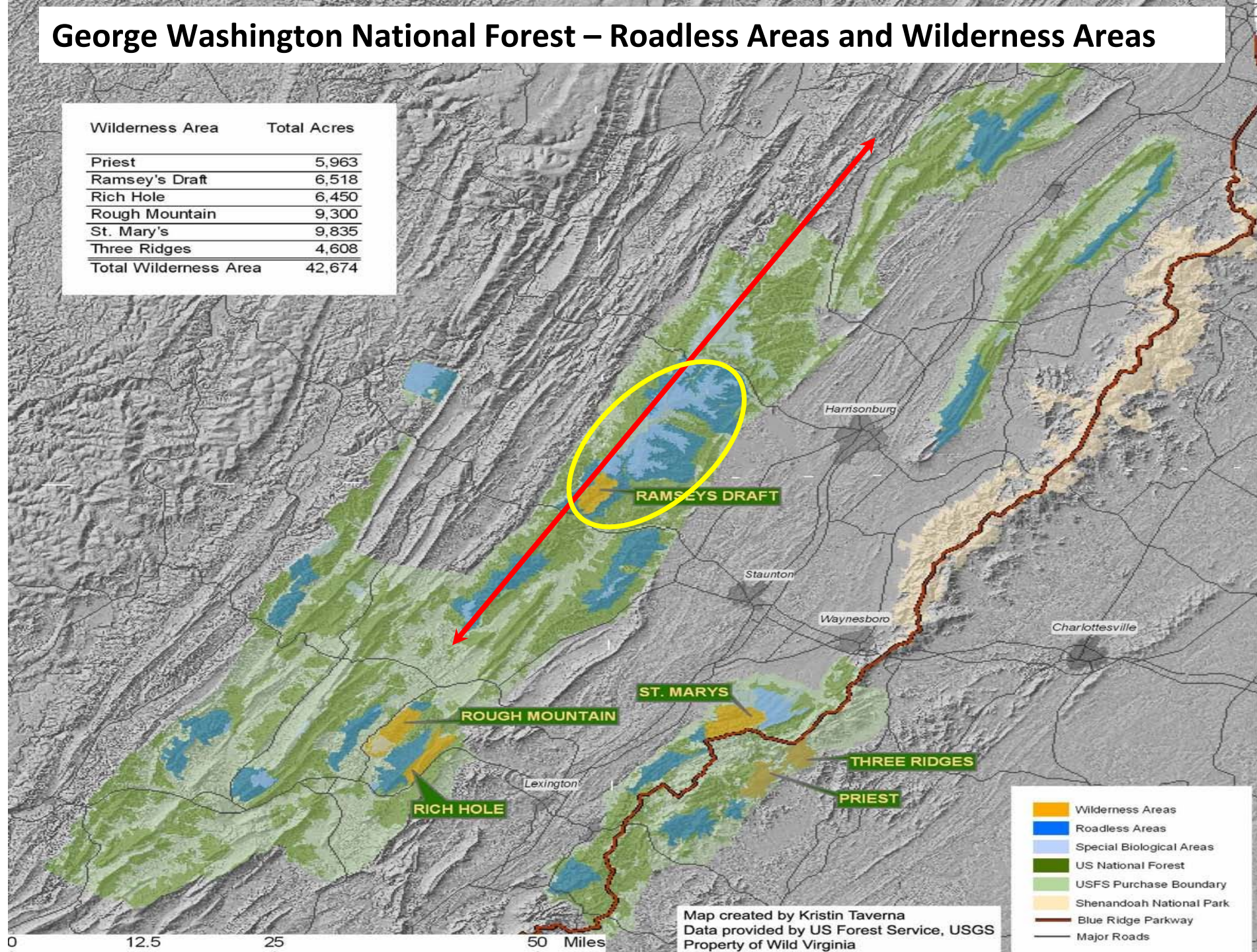


Benefits of National Forest Roadless Areas

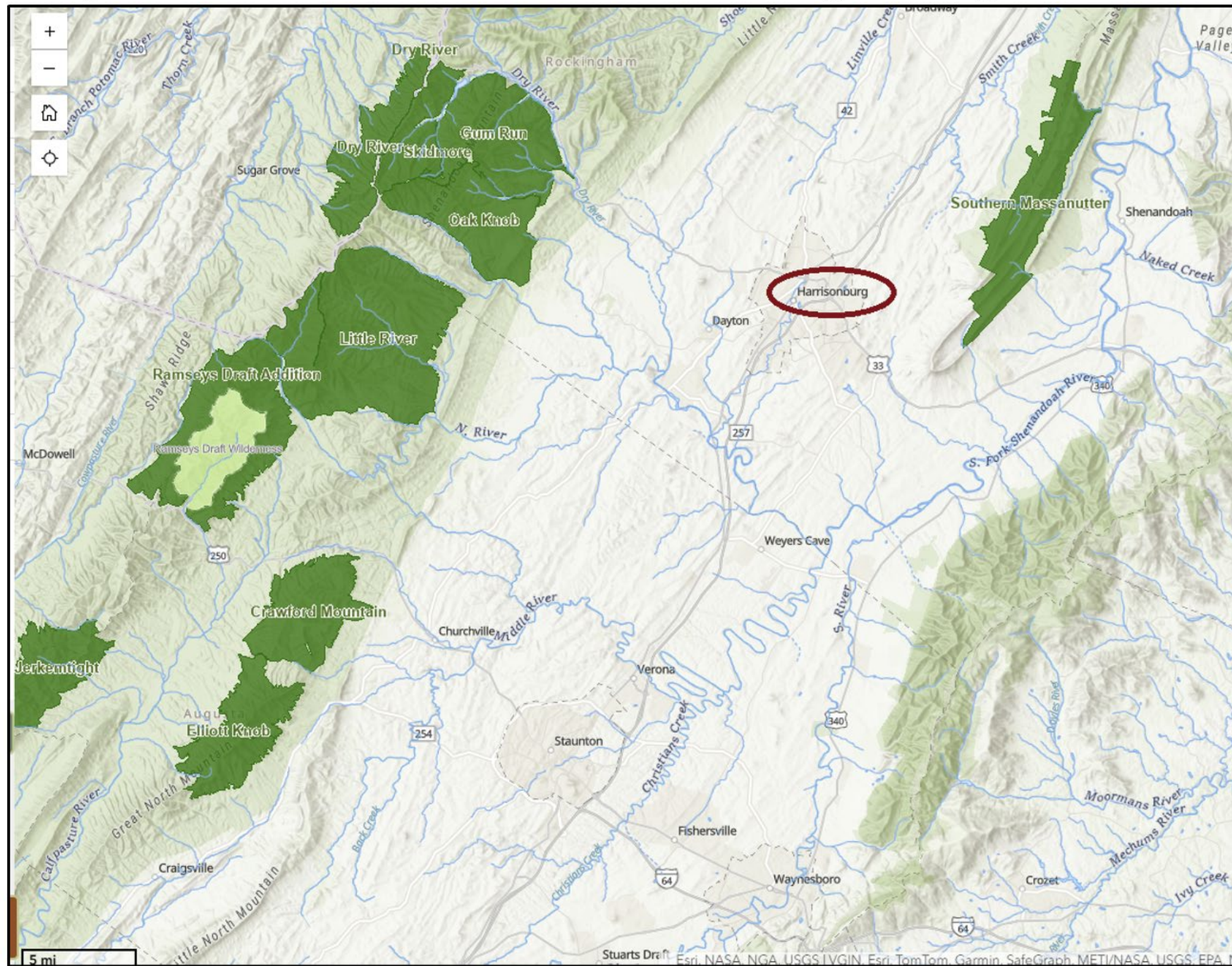
- Clean water
- Outdoor recreation
- Wildlife and plant habitat
- Economy/Tourism
- Flood protection

George Washington National Forest – Roadless Areas and Wilderness Areas

Wilderness Area	Total Acres
Priest	5,963
Ramsey's Draft	6,518
Rich Hole	6,450
Rough Mountain	9,300
St. Mary's	9,835
Three Ridges	4,608
Total Wilderness Area	42,674



Map: Roadless Area Watersheds that Protect Harrisonburg's Drinking Water Sources

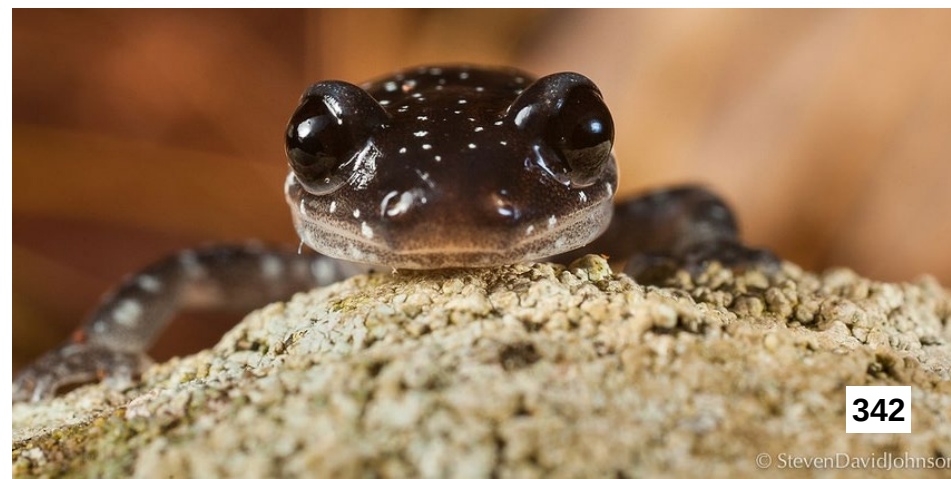




Skidmore Fork Roadless Area

5,640 acres

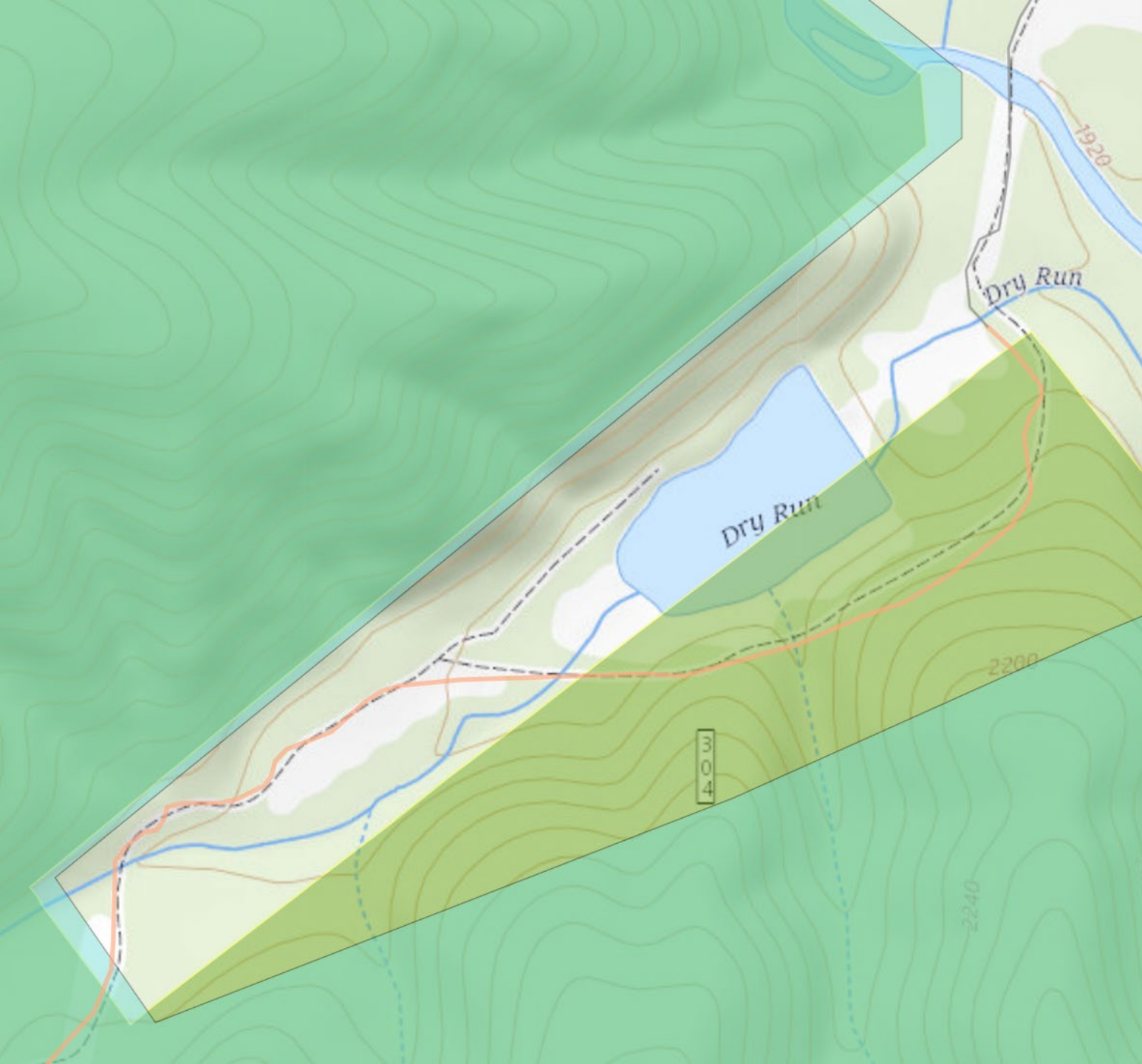
- Native trout stream
- 1,400-acre virgin forest
- Special species
- 7 Natural Heritage Conservation Sites





Benefits of Roadless Area Rule to Switzer Reservoir

- Protection for Harrisonburg's municipal water supply (Skidmore Fork and Gum Run Roadless Areas)
- Prevents erosion and siltation
- Keeps water treatment costs down



Dry Run Reservoir

The Gum Run Roadless Area is the watershed for Dry Run Reservoir.

Dry River: “Regional stronghold for brook trout”



Recreation in Roadless Areas

- Around 250 miles of trails
- Fishing in native trout streams and reservoirs
- Hiking
- Mountain biking
- Hunting
- Swimming
- Nature study
- Canoeing
- Horseback riding
- Scenic driving



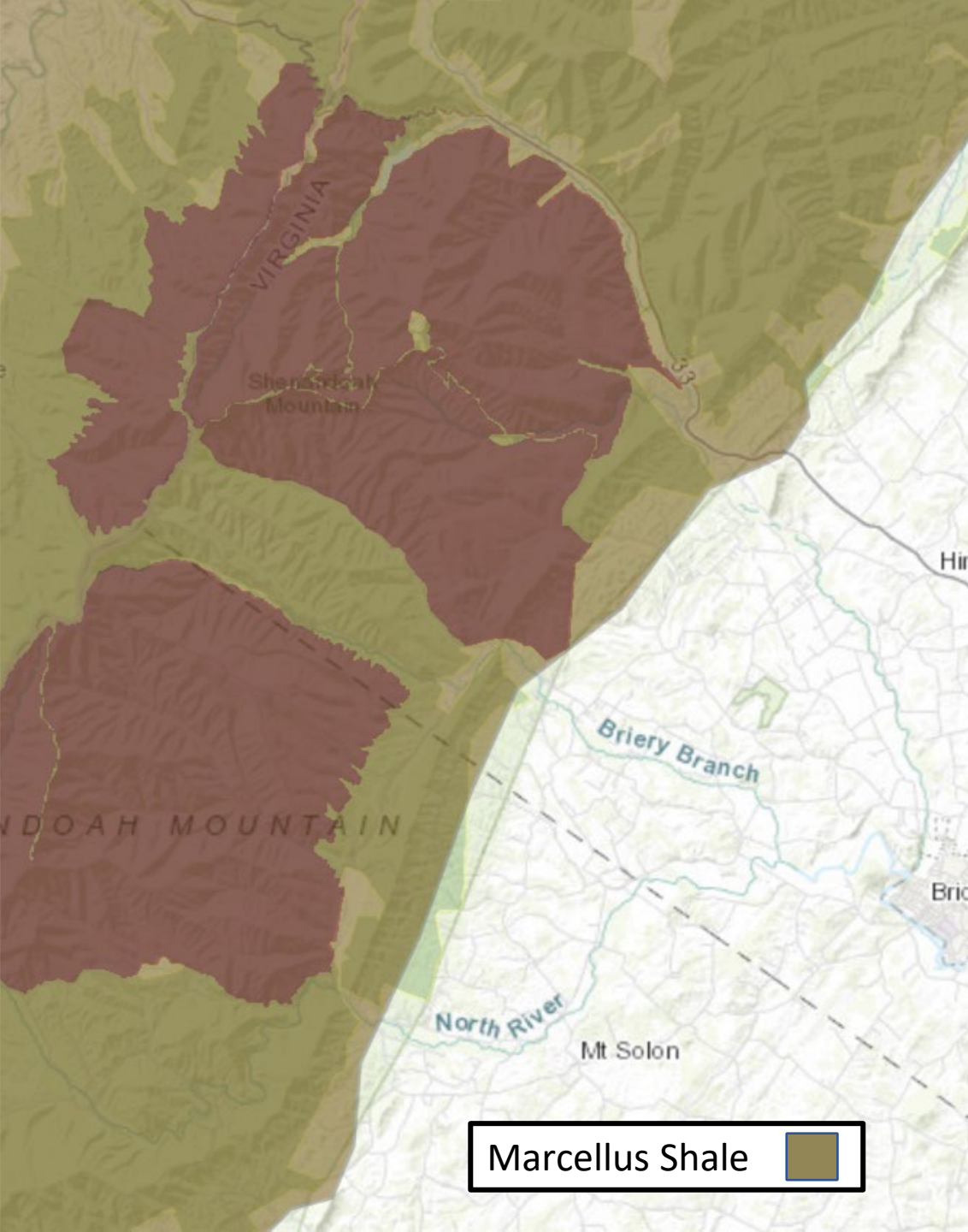
Yearly economic value to the local area

Annual Measured Valuations: 13.7 million dollars/year

- Direct water supply: \$7,446,000
- Direct energy savings: \$333,936
- Carbon dioxide offsets from GWNF: \$4,441,000
- Recreation use in adjacent areas: \$624,700
- GWNF VA Recreation Site Fee Revenue (2014) = \$415,667
- NFS Payment to Virginia's Rockingham County = \$27,334 + \$424,106 in Lieu of taxes

From a study on ecosystem services provided by the Dry River area. (Brad Striebig, Dan Downey, and students. 2018)

Shenandoah Mountain at Risk



- Underlain by Marcellus shale
- Rescission of the Roadless Rule could open up roadless areas for
 - New roads
 - Commercial logging
 - Gas development (fracking)
 - Other development

SHENANDOAH MOUNTAIN

National Scenic Area

A proposal before Congress

photograph by Brad Striebig

Friends of Shenandoah Mountain

Shenandoah Mountain Act Update

- Senators Kaine and Warner introduced Senate Bill
 - March 2022
 - July 2023
 - May 2025
- Included in 2026 Senate Farm Bill



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: RES 26-007, **Version:** 1

Subject:

Consider adopting a resolution endorsing passenger rail service expansion

Presented By: Council Member Laura Dent

The Virginia Department of Rail and Public Transportation (DRPT) is developing its 2026 Statewide Rail Plan. The City of Harrisonburg requests for the 2026 Virginia Statewide Rail Plan to reflect local government interest in re-establishment of passenger rail service to Harrisonburg. The City of Harrisonburg encourages the Virginia General Assembly to request in the upcoming Session for DRPT to study the feasibility of passenger rail service expansion to the Harrisonburg/Rockingham County MSA.



September 22, 2026 City Council Meeting

Title

Consider adopting a resolution endorsing passenger rail service expansion — Council Member Laura Dent

Summary

The Virginia Department of Rail and Public Transportation (DRPT) is developing its 2026 Statewide Rail Plan. The City of Harrisonburg requests for the 2026 Virginia Statewide Rail Plan to reflect local government interest in re-establishment of passenger rail service to Harrisonburg. The City of Harrisonburg encourages the Virginia General Assembly to request in the upcoming Session for DRPT to study the feasibility of passenger rail service expansion to the Harrisonburg/Rockingham County MSA.

Recommendation

Option 1- Adopt a resolution endorsing passenger rail service expansion

Fiscal Impact

No fiscal impact

Context & Analysis

At its September 8, 2026 meeting, City Council heard a presentation by the community organization Blue Ridge Rail on local interest in passenger rail expansion. Following this presentation, City Council unanimously directed City staff to develop a letter or resolution supporting the concept of expansion of passenger rail to Harrisonburg. The resolution presented this evening outlines the multiple reasons City Council supports for DRPT to consider the Harrisonburg/Rockingham County MSA as a future site of passenger rail as the passenger rail system in Virginia continues to be expanded.

Options

Option 1- Adopt a resolution endorsing passenger rail service expansion

Option 2- Deny a resolution endorsing passenger rail service expansion

**A RESOLUTION FOR THE COUNCIL OF THE CITY
OF HARRISONBURG, VIRGINIA AS AN ENDORSEMENT OF
PASSENGER RAIL SERVICE EXPANSION**

WHEREAS, the Virginia Department of Rail and Public Transportation (DRPT) is developing its 2026 Statewide Rail Plan that establishes a vision for the future of passenger and freight rail in Virginia; and

WHEREAS, Virginia has been steadily expanding and improving intercity passenger rail service; and

WHEREAS, the City of Harrisonburg is the urban hub of the Shenandoah Valley, located in the Harrisonburg/Rockingham County MSA with a total population nearing 144,000; and

WHEREAS, the City of Harrisonburg was the 5th fastest-growing Virginia city from 2020 to 2024; and

WHEREAS, James Madison University and Eastern Mennonite University have a combined student population greater than 24,000 with anticipated annual enrollment growth; and

WHEREAS, Harrisonburg residents must travel more than 20 miles to access the nearest passenger rail station located in the City of Staunton; and

WHEREAS, the City of Harrisonburg historically benefited from passenger rail service from both the Baltimore & Ohio Railroad and Chesapeake Western Railway; and

WHEREAS, Chesapeake Western as a subsidiary of Norfolk Southern owns and operates freight rail in the City limits, and the Shenandoah Valley Railroad operates a private short line from Staunton to the Southern edge of the City limits; and

WHEREAS, the City of Harrisonburg supports development of a comprehensive Virginia multimodal transportation system, which has a prominent gap in passenger rail for the Shenandoah Valley; and

WHEREAS, expansion of sustainable transportation modes such as passenger rail advances the City's Environmental Action Plan's goal of pollutant reduction by providing access to alternative forms of transportation.

NOW, THEREFORE, BE IT RESOLVED, that the City of Harrisonburg requests for the 2026 Virginia Statewide Rail Plan to reflect local government interest in re-establishment of passenger rail service to Harrisonburg;

BE IT FURTHER RESOLVED, that the City of Harrisonburg encourages the Virginia General Assembly to request in the upcoming Session for DRPT to study the feasibility of passenger rail service expansion to the Harrisonburg/Rockingham County MSA.

Adopted: September 22, 2026

Mayor

Attest: _____

City Clerk



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ORD 26-023, **Version:** 1

Subject:

Consider approving the enactment of an Ordinance Prohibiting Procurement or Use of Automatic License Plate Recognition Systems by City

Presented By: Chris Brown, City Attorney

At its meeting on September 8, 2026 Council directed the City Attorney to present an ordinance prohibiting the procurement or use of Automatic License Plate Recognition Systems by the City. Attached is such an ordinance for Council's consideration.



September 22, 2026 City Council Meeting

Title

Ordinance Prohibiting Procurement or Use of Automatic License Plate Recognition Systems by City — Chris Brown, City Attorney

Summary

At its meeting on September 8, 2026 Council directed the City Attorney to present an ordinance prohibiting the procurement or use of Automatic License Plate Recognition Systems by the City. Attached is such an ordinance for Council's consideration.

Recommendation

Option 1. Adopt the ordinance as presented.

Fiscal Impact

N/A

Context & Analysis

This ordinance follows Council's previous implementation of a policy prohibiting the City from procuring or using ALPRs.

Options

1. Adopt ordinance as presented
2. Decline to adopt ordinance as presented

Attachments

1. Proposed ordinance

**ORDINANCE ENACTING SECTION 4-3-2 PROHIBITION ON
PROCUREMENT OF USE OF AUTOMATIC LICENSE PLATE
RECOGNITION SYSTEMS, OF THE CODE OF ORDINANCES
CITY OF HARRISONBURG, VIRGINIA**

Be it ordained by the Council of the City of Harrisonburg, Virginia:

Section 4-3-2 be enacted as follows:

Section 4-3-2 Prohibition on Procurement or Use of Automatic License Plate Recognition Systems by City

a) Definitions. For the purposes of this Section:

- 1) “Automatic license plate recognition system” or “ALPR system” has the meaning assigned to it in § 2.2-5517 of the Code of Virginia, as amended.
- 2) “Procure” includes any purchase, lease, rental, subscription, license, service agreement, grant-funded acquisition, donation, trial arrangement, pilot program, or other agreement or arrangement, whether monetary or nonmonetary, by which the City obtains goods, services, equipment, software, data, access, or operational capability.
- 3) “Stationary ALPR camera” means an ALPR system, or any camera or other component of an ALPR system, that is installed or placed at a fixed location, whether permanently or temporarily. The term includes a camera placed on a post, building, structure, or traffic control device. The term does not include an ALPR system mounted on a motor vehicle or a photo speed monitoring device, as defined in § 46.2-882.1 of the Code of Virginia, as amended, that is used only for the purposes authorized by that section.

b) Prohibition. The City shall not:

- 1) Procure any stationary ALPR camera;
- 2) Install, place, mount, maintain, or use any stationary ALPR camera at any location; or
- 3) Enter into, renew, extend, or continue any contract or agreement for any stationary ALPR camera.

c) Exceptions. Nothing in this Section prohibits:

- 1) The use of an ALPR system that is not a stationary ALPR camera;
- 2) Access to or use of a stationary ALPR system by employees of the Harrisonburg-Rockingham Emergency Communications Center; or

- 3) Receipt of information generated by a stationary ALPR camera owned or operated by another person or entity, if the information is not received under an agreement or arrangement prohibited by this Section.

This ordinance shall be effective from the ____ day of _____, 2026. Adopted and approved this ____ day of _____, 2026.

MAYOR

ATTESTE:

CITY CLERK



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-300, **Version:** 1

Subject:

Consider approving the amended Harrisonburg Police Department Policies and Equipment Requirements for Tow Companies and amended Fee Schedule.

Presented By: Sgt. Wayne Westfall, Jr., Harrisonburg Police Department

Sgt. Westfall to speak on amendments to policy and fee schedule

At the September 8, City Council meeting this item was tabled until the September 22, 2026 meeting.



Memorandum

To: City Council

From: The Law Enforcement Tow Board

Ref: Recommended changes to towing policy and fees.

Date: August 5, 2026

The Law Enforcement Tow Board during their meeting on February 27th 2025, voted to cap the current number of towers on the list to 8. We currently have 16 on the list. The list will be lowered to the cap by attrition from the list.

The Law Enforcement Tow Board during their July 15th 2026, meeting voted to increase the following fees.

	Current	Proposed
Towing (non-accident) Day	\$200.00	\$275.00
Towing (non-accident) Night	\$225.00	\$300.00
Towing Accident Day	\$275.00	\$375.00
Towing Accident Night	\$275.00	\$400.00
Dollie/Skate fee	n/a	\$50.00
Storage Fee per day	\$50.00	\$75.00
No storage fee if picked up in first 24hrs.		
Disabled vehicle towed outside city limits	\$4.50 a mile	\$6.00 a mile



CITY OF HARRISONBURG
POLICE
DEPARTMENT

CHIEF JOSEPH D. TUCKER

101 NORTH MAIN STREET, HARRISONBURG, VA 22802
OFFICE (540) 437-2600 • FAX (540) 437-2691

	Current	Proposed
Standby fee after first hour	\$75.00 an hour up to \$300	\$125.00 an hour
Overtured Vehicle/cutting of trees	\$125.00 an hour portion of hour after 1 st hour	\$175.00 per hour or portion of hour after 1 st hour
Second tow truck required	\$100.00 day \$200.00 night	\$175.00 day \$225.00 night
Winching/recovery fees	\$85.00 (20-74 feet) / \$150.00 (75 feet or +)	\$85.00 (25 feet or less) \$150.00 (75 feet or less)
Cleanup of tow equipment from automotive fluid leaks coming from the towed vehicle.	\$70.00	\$100.00

Current:

Third/subsequent visit to vehicle (first two (2) free) between 8:00AM and 5:00PM, Monday-Friday.

\$20.00 per visit

Proposed:

Non-refundable deposit for viewing vehicles or retrieving personal property from towed vehicle (AKA Gate fee) \$ 100.00 The deposit is applied to the tow bill.



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-347, **Version:** 1

Subject:

Consider a supplemental appropriation for an Opioid Abatement Authority (OAA) grant

Presented By: City Staff

This supplemental appropriation request will appropriate \$200,000 in OAA Cooperative Partnership grant funding. The grant award is in partnership with Rockingham County with the City serving as the fiscal agent. The City and County are subgranting the award to Strength in Peers for support of their Peer Recovery Center.



September 22, 2026 City Council Meeting

Title

Consider a supplemental appropriation for an Opioid Abatement Authority (OAA) grant — Larry Propst, Department of Finance

Summary

This supplemental appropriation request will appropriate \$200,000 in OAA Cooperative Partnership grant funding.

Recommendation

Option 1. Approve the supplemental appropriation.

Fiscal Impact

This supplemental appropriation will increase the General Fund budget by \$200,000.

Context & Analysis

This grant was recently approved by the OAA to continue a Cooperative Partnership grant with Rockingham County with the City serving as the fiscal agent. The City and County are subgranting the award to Strength in Peers for support of their Peer Recovery Center.

Options

1. Approve the supplemental appropriation request
2. Do not approve the supplemental appropriation request

Attachments

1. Supplemental Appropriation

CITY OF HARRISONBURG, VIRGINIA
REQUEST FOR: SUPPLEMENTAL APPROPRIATION
For Fiscal Year Ended June 30, 2027

Revenues:

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1000	32562	OPIOID ABTMNT AUTH (OAA)	200,000.00

Expenditures:

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1000	910511-47077	OAA-COOPERATIVE PRTN GRNT	200,000.00

Reason: To appropriate grant funds.

Funds Available:

Approved Through Legistar

Director of Finance

Date

Recommended & Approved:

Approved Through Legistar

City Manager

Date

City Council Approval:

(1st reading)

City Council Approval:

(2nd reading)

FINANCE DEPARTMENT'S POSTING

NAME

DATE

JV #



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-346, **Version:** 1

Subject:

Consider a reallocation of ARPA funds

Presented By: City Staff

City Council previously approved a total of \$605,970.73 in ARPA funding for the Northeast Neighborhood sidewalk/trails project. This project is now complete with \$37,340.84 in funds remaining. This request will reallocate these remaining funds into the Northeast Neighborhood paving ARPA project.



September 22, City Council Meeting

Title

Consider a reallocation of ARPA funds — Larry Propst, Department of Finance

Summary

City Council previously approved a total of \$605,970.73 in ARPA funding for the Northeast Neighborhood sidewalk/trails project. This project is now complete with \$37,340.84 in funds remaining. This request will reallocate these remaining funds into the Northeast Neighborhood paving ARPA project.

Recommendation

Option 1. Approve the reallocation of funds.

Fiscal Impact

N/A.

Context & Analysis

All planned sidewalk work has been completed within the Northeast Neighborhood at this time. ARPA funds must be expended by December 31, 2026. Public Works staff identified paving work within the Northeast Neighborhood that could be completed with these remaining funds and within the remaining time frame left for the use of ARPA funds.

Options

1. Approve the reallocation of funds

Attachments

1. Reallocation of Budget Funds

CITY OF HARRISONBURG, VIRGINIA
REQUEST FOR: REALLOCATION OF BUDGETED FUNDS
For Fiscal Year Ended June 30, 2027

From:

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1310	33210	ARPA FUNDS (CSLFRF)	37,340.84
1310	910141-48779	NORTHEAST SIDEWALKS/TRAIL (PROJECT CODE: A6.01007)	37,340.84

To:

FUND	CODE	ACCOUNT DESCRIPTION	AMOUNT
1000	33210	ARPA FUNDS (CSLFRF)	37,340.84
1000	410341-43374	MAINT & REP.-ALLOWABLE (PROJECT CODE: A6.01005)	37,340.84

Reason: To reallocate ARPA funds.

Funds Available:

Approved Through Legistar

Director of Finance

Date

Recommended & Approved:

Approved Through Legistar

City Manager

Date

City Council Approval:

(1st reading)

City Council Approval:

N/A
(2nd reading)

FINANCE DEPARTMENT'S POSTING

NAME

DATE

JV #



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-348, **Version:** 1

Subject:

CPMT Alternate City Representative

Presented By: Pamela Ulmer, City Clerk

Consider removing Ande Banks as alternate to Amy Snider and appointing Brian Vandenberg as alternate city representative.