



City of Harrisonburg

409 S. Main Street
Harrisonburg, VA 22801

Meeting Agenda - Final-revised City Council

Tuesday, October 13, 2026

7:00 PM

Council Chambers

1. Roll Call

2. Moment of Silence

3. Pledge of Allegiance

4. Special Recognition

- 4.a.** Proclamation recognizing October 23, 2026 as National Lights On Afterschool Day

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 22, 2206 City Council meeting.

Attachments: [Minutes](#)

- 5.b.** Consider a supplemental appropriation for an Opioid Abatement Authority (OAA) grant

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

- 5.c.** 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](#)

- 5.d. Consider approving the enactment of an Ordinance Prohibiting Procurement or Use of Automatic License Plate Recognition Systems by City

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

6. Public Hearings

- 6.a. Consider a request to amend the definition of “Dwelling, single-family” within the Zoning Ordinance to include qualifying manufactured homes

Attachments: [Memorandum](#)
 [Extract from Planning Commission](#)
 [Current Ordinance Reflecting Recommended Amendments](#)
 [PC Memorandum](#)
 [Public Hearing Notice](#)
 [Presentation](#)

- 6.b. Consider a request to amend the Zoning Ordinance to reduce the minimum lot width for single-family detached dwellings in the R-8 district

Attachments: [Memorandum](#)
 [Extract from Planning Commission](#)
 [Current Ordinance Reflecting Recommended Amendments](#)
 [PC Memorandum](#)
 [Public Hearing Notice](#)
 [Presentation](#)

- 6.c. Consider a request from Eastern Mennonite School to amend the master plan at 701 and 801 Parkwood Drive and 1251 Virginia Avenue

Attachments: [Memorandum](#)
 [Extract from Planning Commission](#)
 [Site Map](#)
 [Applicant's supporting documentation](#)
 [PC Memorandum](#)
 [Notice of Public Hearing](#)
 [Surrounding property owners notice](#)
 [Presentation](#)

7. Regular Items

- 7.a. Consider Adopting a Resolution Dedicating a New Section of University Boulevard as a Public Street and Renaming a Section of University Boulevard to Driver Drive, a Section of Forest Hill Road to University Boulevard and Convocation Service Drive to Driver Drive.

Attachments: [Memorandum](#)
 [Resolution](#)
 [Overview](#)
 [City Impacted Addresses](#)
 [JMU Impacted Addresses](#)
 [Presentation](#)

- 7.b. Introduction to the New Safe Streets Harrisonburg Planning Efforts

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

- 7.c. Presentation on Draft 2027 Legislative Agenda

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

- 7.d. Consider adopting a resolution requesting the Harrisonburg Planning Commission to consider and make recommendations concerning proposed amendments to the Harrisonburg Zoning Ordinance, and any necessary and correlating amendments, to provide appropriate local zoning and land use requirements for businesses licensed by the Virginia Cannabis Control Authority

Attachments: Memorandum
 Resolution

- 7.e. Proposed Residence Criteria and Proposed Regulations for Demographic Questions as Part of the 2030 Decennial Census

- 7.f. Appoint one delegate and one alternate for the NLC Annual Business meeting at the NLC City Summit in Nashville, TN on Friday, November 20, 2026 from 2:30 pm to 4:30 pm.

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)

8.b. City Council and Staff

9. Closed Session

Consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel.

- 9.a.** Closed Session as authorized by the Virginia Freedom of Information Act, Virginia Code Section 2.2-3711(A), under:

Subsection 3 for a discussion of the acquisition of real estate for a public purpose where the discussion in an open session would adversely affect the bargaining position or negotiating position of the public body, and

Subsection 8 for consultation with legal counsel on specific legal matters requiring the provision of legal advice by such counsel.

10. 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 26-365, **Version:** 1

Subject:

Proclamation recognizing October 23, 2026 as National Lights On Afterschool Day

Presented By: Deanna Reed, Mayor



**A PROCLAMATION RECOGNIZING OCTOBER 22, 2026 AS NATIONAL LIGHTS
ON AFTERSCHOOL DAY**

WHEREAS, the citizens of Harrisonburg, Virginia, stand firmly committed to quality afterschool programs and opportunities because they provide safe, challenging and engaging learning experiences that help children develop social, emotional, physical and academic skills; support working families by ensuring their children are safe and productive after the regular school day ends; build stronger communities by involving students, parents, business leaders and adult volunteers in the lives of young people, thereby promoting positive relationships among youth, families and adults; and engage families, schools and community partners in advancing the welfare of our children; and

WHEREAS, Lights on Afterschool, the national celebration of afterschool programs held this year on October 22, 2026, promotes the importance of quality afterschool programs in the lives of children, families and communities; and

WHEREAS, more than 28 million children in the U.S. have parents who work outside the home, and 15.1 million children have no place to go after school; and

WHEREAS, many afterschool programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights; and

WHEREAS, the city of Harrisonburg, Virginia, is committed to investing in the health and safety of all young people by providing expanded learning opportunities that will help close the achievement gap and prepare young people to compete in the global economy.

NOW, THEREFORE BE IT RESOLVED, I, Deanna R. Reed, Mayor of the City of Harrisonburg, call upon all citizens of Harrisonburg to observe October 22nd, 2026 as Lights on Afterschool Day,

AND BE IT FURTHER RESOLVED, that I enthusiastically endorse Lights on Afterschool and commits our city to engage in innovative afterschool programs and activities that ensure the lights stay on and the doors stay open for all children after school.

GIVEN under my hand this 13th day of October 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 26-360, **Version:** 1

Subject:

Minutes from the September 22, 2206 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 22, 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: 5 - City Manager Ande Banks, City Attorney Chris Brown, City Clerk Pam Ulmer, Chief Matthew Tobia and Police Chief Joseph Tucker

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

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

Mayor Reed read the Proclamation honoring the life of former Mayor and former Council Member, Rodney Eagle, and presented it to his family.

Approval of Electronic Attendance

Chris Brown, city attorney, stated Council Member Dent is attending this meeting virtually as she is in New York City at a conference.

A motion was made by Vice Mayor Fleming, seconded by Council Member Robinson, to approve the electronic attendance (virtual) of Council Member Dent. The motion carried with a roll call vote as follows:

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

No: 0

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, to approved the consent agenda. The motion carried with a roll call vote 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 September 8, 2026 City Council meeting

These minutes were approved

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)

This rezoning request was approved on second reading.

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

This ordinance amendment was approved on second reading.

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

This supplemental appropriation was approved on second reading.

6. Public Hearings

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

Chris Brown, city attorney, stated on July 2025 City Council approved a transaction that is substantially identical to his item. HEC is part of Virginia Municipal Energy Association (VMEA) who negotiates power supply and rates for it's members. There have been negotiations with a third party LightShift Energy to construct a battery energy storage system in Harrisonburg if approved by Council, on property located at 2230 Ramblewood Road. He reviewed how this battery storage system will work for the benefit of the rates for the community. He reviewed the Lease Agreement.

At 7:18 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 September 10, 2026, and September 14, 2026.

Panayotis "Poti" Giannakouros, stated he attended the public meeting in which the storage facility was discussed. He spoke on the lease, solar panels, retention of habitat, and the tall grass and weeds ordinance.

At 7:22 p.m., Mayor Reed closed the public hearing and the regular session reconvened.

Discussion took place on the cost savings projections, the advancement of clean energy, and the benefits to the residents of the city.

A motion was made by Council Member Robinson, seconded by Vice Mayor Fleming, to adopt the ordinance as presented. The motion carried with a roll call vote 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 adopting a Resolution approving Battery Energy Storage System Agreements

Chris Brown, city attorney, stated this is step 2, 2 for this transaction in conjunction with item 6.a., granting HEC to enter into agreements with LightEngery and VMEA via a resolution.

Brian O'Dell, manager, HEC, stated the agreement shows the costs and savings allocated related to this project. The power savings will be allocated among the members.

A motion was made by Council Member Robinson, seconded by Vice Mayor Fleming, to adopt the resolution as presented. The motion carried with a roll call vote as follows:

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

No: 0

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

Chris Brown, city attorney, presented a request to write off delinquent public utilities accounts for July 1, 2023 through June 30, 2024, in the amount of \$37,247.62 which equals 0.15% of the total billings for that period. He stated collection efforts will continue on those accounts.

A motion was made by Vice Mayor Fleming, seconded by Council Member Alsaadun, to approve the request as presented. The motion carried with a roll call vote as follows:

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

No: 0

7.c. Downtown Master Planting Plan

Keith Thomas, sustainability and environmental manager, Public Works, presented an update on the Downtown Master Planting Plan. He reviewed the plan, the timeline,

survey results and open feedback from community engagement, plan revisions, and the implementation of the plan.

Discussion took place on the work done for this plan, the continuing maintenance, and efforts to reduce the effects of urban heat islands.

A motion was made by Council Member Robinson, seconded by Vice Mayor Fleming, to approve the plan as presented. The motion carried with a roll call vote as follows:

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

No: 0

7.d. Discussion on the Roadless Area Conservation Rule

Council Member Dent, stated the Roadless Area Conservation Rule is important to her and has a direct impact on the Harrisonburg area.

Lynn Cameron, Friends of Shenandoah Mountain and Pete Bsumek, Virginia Sierra Club - Shenandoah Chapter, presented information as follows:

- Roadless Rule was adopted in 2021 and affects over 58.5 million acres of national forests (394,000 acres in Virginia are protected by this rule);
- The Forest Service has proposed to rescinding this rule;
- The local governments that are weighing in to keep the rule in place;
- The benefits of roadless areas to the city via tourism and drinking water protection;
- The locations of these areas in the valley;
- Yearly economic value to the local area;

They are requesting that Council draft a letter of support or resolution to keep the Roadless Area Conservation Rule in place.

No formal action was required, but Council directed staff to draft the letter of support to keep the rule in place.

This Presentation was received and filed.

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

Council Member Dent stated this is the formal request to endorse passenger rail service expansion to the Shenandoah Valley.

Ande Banks, city manager, stated a resolution has been drafted and requested that

Council review and adopt it.

A motion was made by Council Member Alsaadun, seconded by Vice Mayor Fleming, to adopt the resolution as presented. The motion carried with a roll call vote as follows:

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

No: 0

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

Chris Brown, city attorney, presented an ordinance enactment prohibiting the procurement and/or use of stationary Automatic License Plate Readers (ALPR's). He reviewed the specifics in the ordinance.

Discussion took place on the foundation this ordinance provides for future Councils and appreciation to staff for getting it prepared.

A motion was made by Council Member Robinson, seconded by Vice Mayor Fleming, to approve the ordinance as presented. The motion carried with a roll call vote as follows:

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

No: 0

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

Chris Brown, city attorney, presented a request from the Tow Board and HPD to amend the tow fees that have been in effect since 2023. He reviewed the revisions requested by the Tow board and the recommended amendments by staff.

Discussion took place on the costs of towing and retrieving personal items from a vehicle being held.

A motion was made by Council Member Robinson, seconded by Vice Mayor Fleming, to approve the request with the recommended staff amendments. The motion carried with a roll call vote as follows:

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

No: 0

8. Supplementals

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

Ande Banks, city manager, presented a supplemental appropriation related to the Opioid Abatement Authority grant funding in the amount of \$200,000 to Strength in Peers.

A motion was made by Council Member Robinson, seconded by Council Member Alsaadun, to approve the supplemental as presented. The vote carried with a roll call vote as follows:

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

No: 0

9. Reallocations

9.a. Consider a reallocation of ARPA funds

Ande Banks, city manager, presented a request to reallocate remaining of ARPA funding remaining to the Northeast Neighborhood paving project.

A motion was made by Council Member Robinson, seconded by Vice Mayor Fleming, to approve the reallocation as presented. The motion carried with a roll call vote as follows:

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

No: 0

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)

Panayotis "Poti" Giannakouros, spoke on residents being able to have meadows in their yards and the enforcement of the tall grass and weeds ordinance.

10.b. City Council and Staff

Council Member Dent spoke on her attendance at a Climate Action conference in New York City;

Council Member Alsaadun spoke on recent visit of Congressional candidate Beth Macy; and the recent NAACP Banquet;

Council Member Robinson spoke on a recent community forum with Congressional candidate Beth Macy; the recent Habitat for Humanity Gala; recent VAIL (Valley Associates for Independent Living) Community Leader luncheon; recent presentation of EPSAC Sustainable Success Stories at the Lucy F. Simms Center; recent Shenandoah Valley Black Heritage Project and JMU Furious Flower Poetry Center event; past weekend PRIDE festival; and upcoming Our Community Place Gala and

an upcoming presentation with staff at the Virginia Association of Zoning Officials at Hotel Madison.

Vice Mayor Fleming spoke on the recent VAIL meeting; recent Continuum of Care meeting; recent meeting with VML Legislative Committee; meeting with Virginia First Cities staff; recent HRMPO meeting; and his recent appointment to the National League of Cities Nomination Committee.

Mayor Reed spoke on the recent PRIDE Festival; the recent NAACP Gala; the recent Habitat for Humanity Gala; the recent African American Festival; the recent Strength and Peers/Open Doors meeting; the recent Augusta Health Community Panel; upcoming speaking engagement for NCNW (National Council of Negro Women); the recent visit from Secretary Jeff Smith and State Superintendent Jenna Conway of the Virginia Department of Education; and the award presented to Chief Tobia, HFD at the NAACP banquet.

11. Boards and Commissions

11.a. CPMT Alternate City Representative

A motion was made by Vice Mayor Fleming, seconded by Council Member Robinson, to appoint Brian Vandenberg as alternate to Amy Snider on the CPMT Board and remove Ande Banks as alternate. The motion carried with a unanimous voice vote.

13. Adjournment

At 8:38 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 26-347, **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 #: 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.

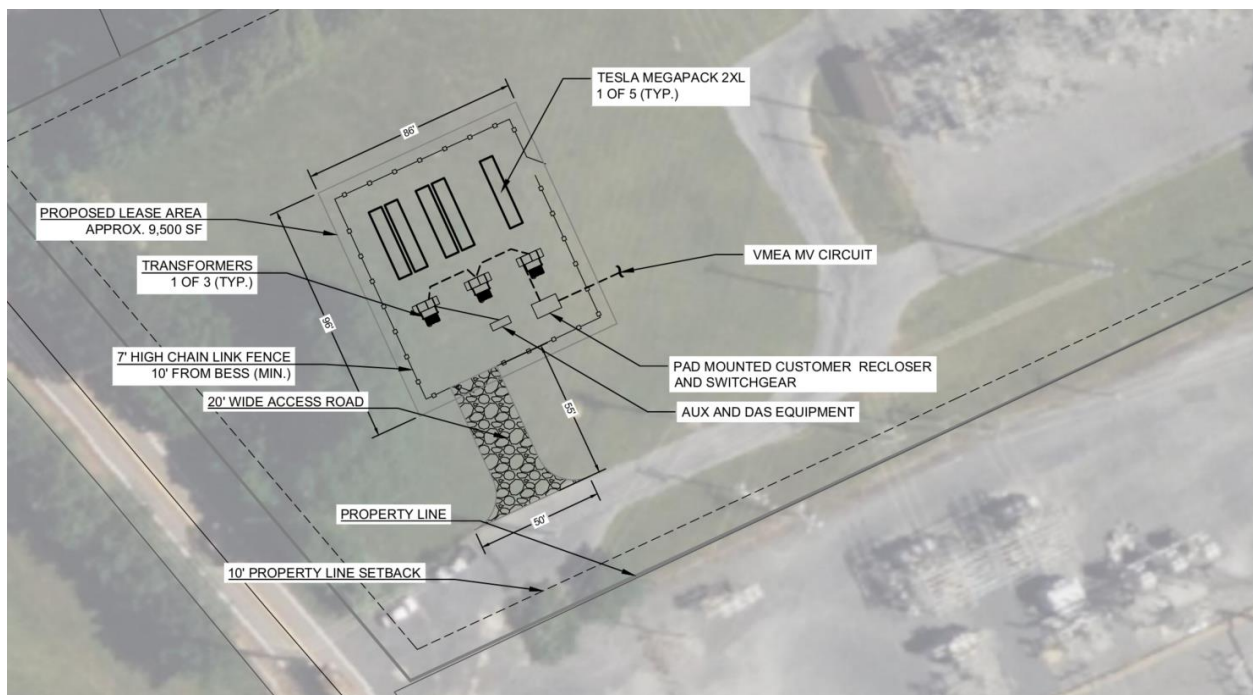
Exhibit 10.22 to Lease Agreement

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 #: 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 OR 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



Legislation Text

File #: ORD 26-020, **Version:** 1

Subject:

Consider a request to amend the definition of "Dwelling, single-family" within the Zoning Ordinance to include qualifying manufactured homes

Presented By: Adam Fletcher, Department of Community Development

A request to amend the definition of "Dwelling, single-family" within Zoning Ordinance Section 10-3-24 to include qualifying manufactured homes. Under the proposed amendment, a manufactured home would be allowed in zoning districts where single-family dwellings are permitted, provided that the manufactured home is (i) converted to real property in accordance with §46.2-653.1 of the Code of Virginia, (ii) constructed so that the certificate of occupancy is issued within five years following the date of manufacture listed on the home's data plate, and (iii) placed on individual lots. This amendment brings the Zoning Ordinance into compliance with § 15.2-2290 of the Code of Virginia, as amended by HB655 and SB364 and effective July 1, 2026.



October 13, 2026 City Council Meeting

Title

Consider a request to amend the Zoning Ordinance to allow placement of qualifying manufactured homes where single-family dwellings are permitted — Planning Commission and Adam Fletcher, Community Development

Summary

Zoning Ordinance Sections	Amend Section 10-3-24
Purpose	To amend the definition of “Dwelling, single-family” to include qualifying manufactured homes
Planning Commission	September 9, 2026 (Public Hearing)
City Council	October 13, 2026 (First Reading/Public Hearing) Anticipated October 27, 2026 (Second Reading)

Recommendation

Option 1. Staff and Planning Commission (5-0) recommend approval of the Zoning Ordinance amendment.

Context & Analysis

In 2026, the General Assembly of Virginia enacted SB346/HB655 (<https://lis.virginia.gov/bill-details/20261/SB346>), which amended Sections 15.2-2247 and 15.2-2290 of the Code of Virginia and became effective July 1, 2026. As amended, Section 15.2-2290 requires localities to allow the placement of qualifying manufactured homes in all zoning districts where site-built housing is permitted and prohibits localities from treating manufactured homes differently or more restrictive than a single-family site-built dwelling in the same zoning district. If approved, the proposed Zoning Ordinance (ZO) amendment will bring the ZO into compliance with Code of Virginia Section 15.2-2290 by amending the definition of “Dwelling, single-family” as follows:

Dwelling, single-family: A building occupied by or designed for occupancy by one (1) family or occupancy as described by the specific zoning district. This use includes a manufactured home, provided the manufactured home is (i) converted to real property in accordance with Virginia Code § 46.2-653.1, (ii) constructed so that the certificate of occupancy is issued within five years following the date of manufacture listed on the home’s data plate, and (iii) placed on individual lots.

State requirements for converting a manufactured home to real property involve removing mobility equipment, attaching the unit to real property, surrendering the title to the Virginia Department of Motor Vehicles, and filing an affidavit of affixation with the local circuit court. Permits and

inspections are required for the permanent foundation, installation, and utility connections. Conversion to real property will also require coordination with the City's Real Estate Office and the Building Inspections Division.

No amendment is required to comply with the changes to Section 15.2-2247.

Staff recommends approval of the ZO amendment.

Options

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

Attachments

- Extract from Planning Commission
- Current Ordinance Reflecting Recommended Amendments



CITY OF HARRISONBURG COMMUNITY DEVELOPMENT

409 SOUTH MAIN STREET, HARRISONBURG, VA 22801

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

October 5, 2026

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

SUBJECT: *Consider a request to amend the Zoning Ordinance to allow placement of qualifying manufactured homes where single-family dwellings are permitted*

**EXTRACT FROM THE DRAFT MINUTES OF HARRISONBURG PLANNING
COMMISSION MEETING HELD ON: September 9, 2026**

Chair Baugh read the request and asked staff to review.

Ms. Soffel said in 2026, the General Assembly of Virginia enacted SB346/HB655 (<https://lis.virginia.gov/bill-details/20261/SB346>), which amended Sections 15.2-2247 and 15.2-2290 of the Code of Virginia and became effective July 1, 2026. As amended, Section 15.2-2290 requires localities to allow the placement of qualifying manufactured homes in all zoning districts where site-built housing is permitted and prohibits localities from treating manufactured homes differently or more restrictive than a single-family site-built dwelling in the same zoning district. If approved, the proposed Zoning Ordinance (ZO) amendment will bring the ZO into compliance with Code of Virginia Section 15.2-2290 by amending the definition of “Dwelling, single-family” as follows:

Dwelling, single-family: A building occupied by or designed for occupancy by one (1) family or occupancy as described by the specific zoning district. This use includes a manufactured home, provided the manufactured home is (i) converted to real property in accordance with Virginia Code § 46.2-653.1, (ii) constructed so that the certificate of occupancy is issued within five years following the date of manufacture listed on the home’s data plate, and (iii) placed on individual lots.

State requirements for converting a manufactured home to real property involve removing mobility equipment, attaching the unit to real property, surrendering the title to the Virginia Department of Motor Vehicles, and filing an affidavit of affixation with the local circuit court. Permits and

inspections are required for the permanent foundation, installation, and utility connections. Conversion to real property will also require coordination with the City's Real Estate Office and the Building Inspections Division.

No amendment is required to comply with the changes to Section 15.2-2247.

Staff recommends approval of the ZO amendment.

Councilmember Dent said I do not remember exactly where this came from, whether it was federal, state, or just technology advancements. As I recall, manufactured homes are approved or beginning to be made without the chassis or any other mobility equipment, so they are designed to be permanently installed on a foundation. In any case, it either has to be removed, or it does not have it in the first place, right?

Ms. Soffel said the chassis would remain. It is just the mobility equipment that would be removed.

Councilmember Dent said some of them in the future will not even have a chassis for mobility purposes.

Ms. Soffel said the state definition and our definition include that chassis. The federal changes that occurred still have not gone through the rulemaking process. From what I understand of the rule HUD [US Department of Housing & Urban Development] put out, there are some manufactured homes that are two stories, and the second story would not be required to have a chassis. The first story still would. It is still in rulemaking and in flux.

Councilmember Dent said I think that is where I was thinking of it, the new Road to Home federal legislation.

Ms. Soffel said this Zoning Ordinance amendment brings us into compliance with the State requirements.

Councilmember Dent said which means we do not really have an option to pass it.

Commissioner Jezior said that was my question.

Chair Baugh said no, you do not have to do it. You will just be bound by it even though you did not agree.

Ms. Soffel said it reduces confusion.

Chair Baugh asked if there were any more questions for staff. Hearing none, he opened the public hearing and invited 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 Kettler said I am excited for the possibilities of lowering housing costs. Also, we have to.

Vice Chair Porter said I think this is a recognition that manufactured housing quality has improved significantly. Some of the standards these homes are being held to now are extremely high. I think it is a wise choice on behalf of the legislature to make this opportunity available for people and eliminate some of these barriers to folks being able to live in these types of homes.

Commissioner Kettler said when more of these get built, people will probably have no idea that they are manufactured.

Chair Baugh said there was a time when people thought it was an issue.

Councilmember Dent said yes. I am glad it is becoming a nonissue.

Commissioner Kettler said motion to recommend approval of the Zoning Ordinance amendment as presented by staff.

Councilmember Dent seconded the motion.

Chair Baugh called for a roll call vote.

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

The motion to recommend approval of the Zoning Ordinance amendment passed (5-0). The recommendation will move forward to City Council on October 13, 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.

**ORDINANCE AMENDING AND RE-ENACTING SECTION 10-3-24 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:

That Section 10-3-24. Definitions shall be amended by adding “manufactured home” as shown:

Dwelling, single-family: A building occupied by or designed for occupancy by one (1) family or occupancy as described by the specific zoning district. This use includes a manufactured home, provided the manufactured home is (i) converted to real property in accordance with Virginia Code § 46.2-653.1, (ii) constructed so that the certificate of occupancy is issued within five years following the date of manufacture listed on the home’s data plate, and (iii) placed on individual lots.

The remainder of Section 10-3-24 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



September 9, 2026 Planning Commission Meeting

Title

Consider a request to amend the Zoning Ordinance to allow placement of qualifying manufactured homes where single-family dwellings are permitted — Nyrra Soffel, Community Development

Summary

Zoning Ordinance Sections	Amend Section 10-3-24
Purpose	To amend the definition of “Dwelling, single-family” to include qualifying manufactured homes
Applicant	City of Harrisonburg
Planning Commission	September 9, 2026 (Public Hearing)
City Council	Anticipated October 13, 2026 (First Reading/Public Hearing) Anticipated October 27, 2026 (Second Reading)

Recommendation

Option 1. Recommend approval of the Zoning Ordinance amendment.

Context & Analysis

In 2026, the General Assembly of Virginia enacted SB346/HB655 (<https://lis.virginia.gov/bill-details/20261/SB346>), which amended Sections 15.2-2247 and 15.2-2290 of the Code of Virginia and became effective July 1, 2026. As amended, Section 15.2-2290 requires localities to allow the placement of qualifying manufactured homes in all zoning districts where site-built housing is permitted and prohibits localities from treating manufactured homes differently or more restrictive than a single-family site-built dwelling in the same zoning district. If approved, the proposed Zoning Ordinance (ZO) amendment will bring the ZO into compliance with Code of Virginia Section 15.2-2290 by amending the definition of “Dwelling, single-family” as follows:

Dwelling, single-family: A building occupied by or designed for occupancy by one (1) family or occupancy as described by the specific zoning district. This use includes a manufactured home, provided the manufactured home is (i) converted to real property in accordance with Virginia Code § 46.2-653.1, (ii) constructed so that the certificate of occupancy is issued within five years following the date of manufacture listed on the home’s data plate, and (iii) placed on individual lots.

State requirements for converting a manufactured home to real property involve removing mobility equipment, attaching the unit to real property, surrendering the title to the Virginia Department of Motor Vehicles, and filing an affidavit of affixation with the local circuit court. Permits and

inspections are required for the permanent foundation, installation, and utility connections. Conversion to real property will also require coordination with the City's Real Estate Office and the Building Inspections Division.

No amendment is required to comply with the changes to Section 15.2-2247.

Staff recommends approval of the ZO amendment.

Options

1. Recommend approval of the Zoning Ordinance amendment.
2. Recommend approval of the Zoning Ordinance amendment with modifications.
3. Recommend denial of the Zoning Ordinance amendment.

Attachments

- Current Ordinance Reflecting Recommended Amendments

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, October 13, 2026, at 7:00 p.m., to consider the following:

Rezoning – Eastern Mennonite School (Master Plan Amendment)

A request from Eastern Mennonite School to amend the master plan for a +/- 26.3-acre property zoned R-3, Medium Density Residential with I-1, Institutional Overlay, and B-2, General Business District with I-1, Institutional Overlay. The property is addressed as 701 and 801 Parkwood Drive and 1251 Virginia Avenue and is identified as tax map parcel 47-N-7.

Zoning Ordinance Amendment – Manufactured Housing

A request to amend the definition of “Dwelling, single-family” within Zoning Ordinance Section 10-3-24 to include qualifying manufactured homes. Under the proposed amendment, a manufactured home would be allowed in zoning districts where single-family dwellings are permitted, provided that the manufactured home is (i) converted to real property in accordance with §46.2-653.1 of the Code of Virginia, (ii) constructed so that the certificate of occupancy is issued within five years following the date of manufacture listed on the home’s data plate, and (iii) placed on individual lots. This amendment brings the Zoning Ordinance into compliance with § 15.2-2290 of the Code of Virginia, as amended by HB655 and SB364 and effective July 1, 2026.

Zoning Ordinance Amendment – Minimum Lot Width in R-8

A request to amend the Zoning Ordinance to reduce the minimum lot width for single-family detached dwellings in the R-8, Small Lot Residential District from 35-feet to 30-feet. The amendment brings the Zoning Ordinance into compliance with § 15.2-2286.2 of the Code of Virginia, which became effective July 1, 2026, and requires localities with a population of 50,000 or more to adopt at least one zoning one zoning district that permits single-family dwellings on lots with a minimum lot area not exceeding 3,000 square feet and a minimum lot width not exceeding 30 feet.

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, September 30, 2026

Wednesday, October 7, 2026

Zoning Ordinance Amendment – Manufactured Homes



VIRGINIA ACTS OF ASSEMBLY - 2026 SESSION

CHAPTER 20

An Act to amend and reenact §§ 15.2-2247 and 15.2-2290 of the Code of Virginia, relating to zoning; manufactured housing.

Zoning Ordinance Amendment – Manufactured Homes



Dwelling, single-family: A building occupied by or designed for occupancy by one (1) family or occupancy as described by the specific zoning district. This use includes a manufactured home, provided the manufactured home is (i) converted to real property in accordance with Virginia Code § 46.2-653.1, (ii) constructed so that the certificate of occupancy is issued within five years following the date of manufacture listed on the home's data plate, and (iii) placed on individual lots.

Recommendation

Staff and Planning Commission (5-0) recommends approval of the Zoning Ordinance Amendment.



Legislation Text

File #: ORD 26-021, **Version:** 1

Subject:

Consider a request to amend the Zoning Ordinance to reduce the minimum lot width for single-family detached dwellings in the R-8 district

Presented By: Adam Fletcher, Department of Community Development

A request to amend the Zoning Ordinance to reduce the minimum lot width for single-family detached dwellings in the R-8, Small Lot Residential District from 35-feet to 30-feet. The amendment brings the Zoning Ordinance into compliance with § 15.2-2286.2 of the Code of Virginia, which became effective July 1, 2026, and requires localities with a population of 50,000 or more to adopt at least one zoning district that permits single-family dwellings on lots with a minimum lot area not exceeding 3,000 square feet and a minimum lot width not exceeding 30 feet.



October 13, 2026 City Council Meeting

Title

Consider a request to amend the Zoning Ordinance to reduce the minimum lot width for single-family detached dwellings in R-8 — Planning Commission and Adam, Fletcher, Community Development

Summary

Zoning Ordinance Sections	Amend Ordinance Section 10-3-59.5
Purpose	To reduce the minimum lot width for single-family detached dwellings in the R-8, Small Lot Residential District from 35 feet to 30 feet
Planning Commission	September 9, 2026 (Public Hearing)
City Council	October 13, 2026 (First Reading/Public Hearing) Anticipated October 27, 2026 (Second Reading)

Recommendation

Option 1. Staff and Planning Commission (5-0) recommend approval of the Zoning Ordinance amendment.

Context & Analysis

In 2026, the General Assembly of Virginia enacted HB 1212 (<https://lis.virginia.gov/bill-details/20261/HB1212>), which amended the Code of Virginia by adding Section 15.2-2286.2. The new section requires localities with populations of 50,000 or more to adopt and maintain at least one zoning district classification that permits a single-family dwelling on a lot with a minimum lot area not exceeding 3,000 square feet and a minimum lot width not exceeding 30 feet. The amendment became effective on July 1, 2026. If approved, the proposed Zoning Ordinance (ZO) amendment will bring the ZO into compliance with Code of Virginia Section 15.2-2286.2 by having one zoning district classification satisfy the lot area and lot width requirement.

The R-8 district currently requires a minimum lot area of 2,800 square feet, which is below the 3,000-square-foot threshold established by the new state requirement. However, the minimum lot width is 35 feet, which exceeds the maximum width threshold established by the new state requirement. The proposed amendment would amend ZO Section 10-3-59.5, Area and dimensional regulations, to reduce the minimum lot width for a single-family detached dwelling from 35 feet to 30 feet to comply with the new state requirement. All other requirements within ZO Section 10-3-59.5 would remain the same.

Staff recommends approval of the ZO amendment.

Options

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

Attachments

- Extract from Planning Commission
- Current Ordinance Reflecting Recommended Amendments



CITY OF HARRISONBURG COMMUNITY DEVELOPMENT

409 SOUTH MAIN STREET, HARRISONBURG, VA 22801

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

October 5, 2026

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

SUBJECT: *Consider a request to amend the Zoning Ordinance to reduce the minimum lot width for single-family detached dwellings in R-8*

**EXTRACT FROM THE DRAFT MINUTES OF HARRISONBURG PLANNING
COMMISSION MEETING HELD ON:** September 9, 2026

Chair Baugh read the request and asked staff to review.

Ms. Soffel said in 2026, the General Assembly of Virginia enacted HB 1212 (<https://lis.virginia.gov/bill-details/20261/HB1212>), which amended the Code of Virginia by adding Section 15.2-2286.2. The new section requires localities with populations of 50,000 or more to adopt and maintain at least one zoning district classification that permits a single-family dwelling on a lot with a minimum lot area not exceeding 3,000 square feet and a minimum lot width not exceeding 30 feet. The amendment became effective on July 1, 2026. If approved, the proposed Zoning Ordinance (ZO) amendment will bring the ZO into compliance with Code of Virginia Section 15.2-2286.2 by having one zoning district classification satisfy the lot area and lot width requirement.

The R-8 district currently requires a minimum lot area of 2,800 square feet, which is below the 3,000-square-foot threshold established by the new state requirement. However, the minimum lot width is 35 feet, which exceeds the maximum width threshold established by the new state requirement. The proposed amendment would amend ZO Section 10-3-59.5, Area and dimensional regulations, to reduce the minimum lot width for a single-family detached dwelling from 35 feet to 30 feet to comply with the new state requirement. All other requirements within ZO Section 10-3-59.5 would remain the same.

Staff recommends approval of the ZO amendment.

Councilmember Dent said again, we do not have to, but we are bound by it.

Chair Baugh said we might as well. If somebody wants to do one at 30 [feet of lot width], we have to approve it. We cannot say it is a violation of the ordinance.

Vice Chair Porter said I am going to ask staff whether this is something you generally support. It is a small change, but it is an important change. I am curious whether you would have any concerns with this change.

Ms. Soffel said there are some concerns with driveways.

Councilmember Dent said I was wondering about that. Does that mean they might not have room for a driveway, or however the layout might work?

Ms. Dang said if they build it where it is 30 feet of lot width, that means there are a lot more driveways serving each of the single-family homes. Correct me if I am wrong, Mr. Russ, but your findings are that this is a lot-width number that is uncommon in the state, if it exists at all.

Mr. Russ said virtually every urban area, for their by-right districts rather than a district you would have to rezone to, has 50- or 60-foot-wide lots as relatively standard. Charlottesville is the only one with something smaller, at 40 feet, and then us. Most urban areas have by-right districts around 50 feet, and then you rezone and address things like driveways in the process.

Vice Chair Porter said I find it interesting that communities with fewer than 50,000 citizens are exempted from this or not included in this change. I do not understand the rationale, and you may not be able to explain it either.

Ms. Dang said I do not either.

Chair Baugh said it captures us because we are more than 50,000. We are right around there, and I have not looked at it lately. Charlottesville and Danville are the two [localities] around our size, but less. Everybody else is either considerably more or considerably less. My sense is that it is driven by more urban jurisdictions. You can make an argument that it would not be the end of the world for Harrisonburg, and 35 feet would probably be okay as well. Please feel free to lobby your local representatives in Richmond to amend this if you think that is appropriate. We have what we have. Particularly in Richmond, I know of some infill projects where they may be 30 feet. They have managed to get some infill in older areas with narrow, townhouse-type structures. Somebody obviously thought it was a good idea.

Vice Chair Porter said fair enough.

Chair Baugh asked if there were any more questions for staff. Hearing none, he 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 Kettler said at a certain point, I wonder how meaningful reducing the minimum lot width, or having a minimum lot width, is for small-lot single-family home developments, because the effective limit there is really side setbacks. Even if you have a side setback of five feet, you have a house that is 20 feet wide, and not much smaller, you can make it narrow at that point. The driveway point is well taken. In the zoning reform process, there will probably need to be more discussion about what functional changes might be needed. I am thinking particularly about the townhouse regulations. In terms of this change, once again, we have to, so it makes very little difference.

Councilmember Dent said especially since R-8 is designed to be higher density, right? Duplexes by right, am I remembering that right?

Ms. Dang said you can apply [for a special use permit] to have townhomes.

Councilmember Dent said townhomes, right. Obviously, the minimum would be wider than that. Are there minimums for a duplex side-by-side or a townhome?

Ms. Dang said minimum lot area dimensions and lot-width dimensions.

Councilmember Dent said this is strictly for single-family, with a minimum of 30 feet?

Ms. Dang said that is correct.

Vice Chair Porter said do we know how many potential infill lots in our community might be affected by this and might make it easier for someone to build? Do we have a sense? I do not know if there is an answer. It is probably a very involved question, but I would be curious to find out whether it actually affects anything.

Mr. Russ said in the R-8 district, there are only a handful of lots in that zoning district right now. Very few are a string of R-8 properties where you would be able to go from five lots to six, or something. In practice, I do not know that there is really anything that gets squeezed out of this.

Councilmember Dent said are there areas zoned R-8? I have only seen it as a spot rezoning if somebody wants a porch or whatever.

Ms. Dang said that is correct. That is how properties become zoned R-8. When we created the R-8 district, we did not, on the City's initiative, preemptively rezone properties R-8. People have had to come through a rezoning process to become R-8.

Vice Chair Porter said can I ask what that looks like in the proposed rewrite? I know that might be getting a little ahead, but what would that zone be called?

Ms. Dang said it would be the Urban Neighborhood District.

Mr. Russ said that would impact more properties. Some are older, nonconforming properties that are already fairly close, and some may be a little wider.

Vice Chair Porter said I am not sure how impactful this ends up being, but I appreciate the mindset of our legislature attempting to make it easier to build in general. Particularly with the accessory dwelling unit change, I appreciate the fact that there is some attempt to simplify the process, make it a little more accessible, and make it easier to build. Even though this is nibbling around the edges, it widens the strike zone ever so slightly. I appreciate it.

Chair Baugh said I cannot help but think this is targeted toward something that does not really apply to us in our current configuration. I go back to places I know of where this has come up in Richmond, where you have older residential and narrow lots with zero setbacks. Somebody wants to do this, and when it is a special use permit item, you get a lot of objection because people have decided they do not want another house in the neighborhood. When you are sitting there thinking they want to build one in there, why not let them? I cannot help but think that those types of things are the driver here. When we ask where our section of old, zero-setback residential is where this would apply, the answer is that we do not have it.

Commissioner Kettler said I agree with you, Vice Chair Porter. In terms of the general direction the General Assembly has taken with respect to some land-use options and increasing housing options, these seem like relatively modest changes, keeping in mind that a wide variety of localities are affected. I think they are modest steps in the right direction.

Vice Chair Porter said that is the thing about being a Dillon Rule state. When they are making these things, they have to apply everywhere. Although, in this case, it is cities that are over 50,000 people.

Councilmember Dent said there was the case where we considered it overreach, involving the proposed legislation that said you must be able to build by-right multifamily in all commercial districts, and whatever variations there were. We said, wait a minute, that would negate what we do in Planning Commission and zoning. In general, we want to preserve local authority. However, I appreciate the State making these efforts to make it easier to build housing.

Chair Baugh said for what it is worth, I just checked. Charlottesville and Danville do not make the cut. It is us, and then after us, it is Lynchburg.

Commissioner Kettler aid Danville’s population has actually decreased considerably over the last 30 years.

Councilmember Dent said and Charlottesville is smaller than us. That was a surprise to me.

Chair Baugh said City limit, probably.

Commissioner Kettler said motion to recommend approval of the Zoning Ordinance amendment as presented by staff.

Vice Chair Porter said second.

Chair Baugh called for a roll call vote.

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

The motion to recommend approval of the zoning ordinance amendment passed (5-0). The recommendation will move forward to City Council on October 13, 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.

**ORDINANCE AMENDING AND RE-ENACTING TITLE 10 –
PLANNING AND DEVELOPMENT, CHAPTER 3. – ZONING,
ARTICLE E. NONCONFORMING STRUCTURES AND USES
CITY OF HARRISONBURG, VIRGINIA**

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

That Section 10-3-59.5. Area and dimensional regulations shall be amended as shown:

Table 1. Area and Dimensional Regulations

	MINIMUM FEET					MAXIMUM	
Lot Area Sq. Ft.	*Lot Width	Lot Depth	Front Yard	**Side Yard	Rear Yard	Stories	Height
Single-Family Detached: 2,800	35 30	60	10	See Table 2	15	3	40
Duplex: 1,800/unit	25/unit	60	10	See Table 2	15	3	40
Townhouse: 1,800/unit	18	60	10	10	20	3	40
Other Uses: 6,000	60	100	10	10	25	3	40

*Measured at the point of required front setback line.

The remainder of Section 10-3-59.5 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



September 9, 2026 Planning Commission Meeting

Title

Consider a request to amend the Zoning Ordinance to reduce the minimum lot width for single-family detached dwellings in R-8 — Nyrma Soffel, Community Development

Summary

Zoning Ordinance Sections	Amend Ordinance Section 10-3-59.5
Purpose	To reduce the minimum lot width for single-family detached dwellings in the R-8, Small Lot Residential District from 35 feet to 30 feet
Applicant	City of Harrisonburg
Planning Commission	September 9, 2026 (Public Hearing)
City Council	Anticipated October 13, 2026 (First Reading/Public Hearing) Anticipated October 27, 2026 (Second Reading)

Recommendation

Option 1. Recommend approval of the Zoning Ordinance amendment.

Context & Analysis

In 2026, the General Assembly of Virginia enacted HB 1212 (<https://lis.virginia.gov/bill-details/20261/HB1212>), which amended the Code of Virginia by adding Section 15.2-2286.2. The new section requires localities with populations of 50,000 or more to adopt and maintain at least one zoning district classification that permits a single-family dwelling on a lot with a minimum lot area not exceeding 3,000 square feet and a minimum lot width not exceeding 30 feet. The amendment became effective on July 1, 2026. If approved, the proposed Zoning Ordinance (ZO) amendment will bring the ZO into compliance with Code of Virginia Section 15.2-2286.2 by having one zoning district classification satisfy the lot area and lot width requirement.

The R-8 district currently requires a minimum lot area of 2,800 square feet, which is below the 3,000-square-foot threshold established by the new state requirement. However, the minimum lot width is 35 feet, which exceeds the maximum width threshold established by the new state requirement. The proposed amendment would amend ZO Section 10-3-59.5, Area and dimensional regulations, to reduce the minimum lot width for a single-family detached dwelling from 35 feet to 30 feet to comply with the new state requirement. All other requirements within ZO Section 10-3-59.5 would remain the same.

Staff recommends approval of the ZO amendment.

Options

1. Recommend approval of the Zoning Ordinance amendment.
2. Recommend approval of the Zoning Ordinance amendment with modifications.
3. Recommend denial of the Zoning Ordinance amendment.

Attachments

- Current Ordinance Reflecting Recommended Amendments

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, October 13, 2026, at 7:00 p.m., to consider the following:

Rezoning – Eastern Mennonite School (Master Plan Amendment)

A request from Eastern Mennonite School to amend the master plan for a +/- 26.3-acre property zoned R-3, Medium Density Residential with I-1, Institutional Overlay, and B-2, General Business District with I-1, Institutional Overlay. The property is addressed as 701 and 801 Parkwood Drive and 1251 Virginia Avenue and is identified as tax map parcel 47-N-7.

Zoning Ordinance Amendment – Manufactured Housing

A request to amend the definition of “Dwelling, single-family” within Zoning Ordinance Section 10-3-24 to include qualifying manufactured homes. Under the proposed amendment, a manufactured home would be allowed in zoning districts where single-family dwellings are permitted, provided that the manufactured home is (i) converted to real property in accordance with §46.2-653.1 of the Code of Virginia, (ii) constructed so that the certificate of occupancy is issued within five years following the date of manufacture listed on the home’s data plate, and (iii) placed on individual lots. This amendment brings the Zoning Ordinance into compliance with § 15.2-2290 of the Code of Virginia, as amended by HB655 and SB364 and effective July 1, 2026.

Zoning Ordinance Amendment – Minimum Lot Width in R-8

A request to amend the Zoning Ordinance to reduce the minimum lot width for single-family detached dwellings in the R-8, Small Lot Residential District from 35-feet to 30-feet. The amendment brings the Zoning Ordinance into compliance with § 15.2-2286.2 of the Code of Virginia, which became effective July 1, 2026, and requires localities with a population of 50,000 or more to adopt at least one zoning one zoning district that permits single-family dwellings on lots with a minimum lot area not exceeding 3,000 square feet and a minimum lot width not exceeding 30 feet.

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, September 30, 2026

Wednesday, October 7, 2026

Zoning Ordinance Amendment

R-8 Lot Width



VIRGINIA ACTS OF ASSEMBLY - 2026 SESSION

CHAPTER 751

An Act to amend the Code of Virginia by adding a section numbered 15.2-2286.2, relating to small lot residential zoning district.

Zoning Ordinance Amendment

R-8 Lot Width



	MINIMUM FEET				
Lot Area Sq. Ft.	*Lot Width	Lot Depth	Front Yard	Side Yard	Rear Yard
Single-Family Detached: 2,800	35 <u>30</u>	60	10	See Table 2	15

Recommendation

Staff and Planning Commission (5-0) recommends approval of the Zoning Ordinance Amendment.



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-322, **Version:** 1

Subject:

Consider a request from Eastern Mennonite School to amend the master plan at 701 and 801 Parkwood Drive and 1251 Virginia Avenue

Presented By: Adam Fletcher, Department of Community Development

A request from Eastern Mennonite School to amend the master plan for a +/- 26.3-acre property zoned R-3, Medium Density Residential with I-1, Institutional Overlay, and B-2, General Business District with I-1, Institutional Overlay. The property is addressed as 701 and 801 Parkwood Drive and 1251 Virginia Avenue and is identified as tax map parcel 47-N-7.



CITY OF HARRISONBURG COMMUNITY DEVELOPMENT

409 SOUTH MAIN STREET, HARRISONBURG, VA 22801

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

October 5, 2026

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

SUBJECT:

Consider a request from Eastern Mennonite School to approve the required number of off-street parking spaces

Consider a request from Eastern Mennonite School to amend the master plan at 701 and 801 Parkwood Drive and 1251 Virginia Avenue

**EXTRACT FROM THE DRAFT MINUTES OF HARRISONBURG PLANNING
COMMISSION MEETING HELD ON: September 9, 2026**

Chair Baugh read the requests and asked staff to review.

Ms. Rupkey said Eastern Mennonite School (EMS) is requesting approval of the proposed number of minimum off-street parking spaces relating to school uses and to amend the master plan for a +/- 26.3-acre property zoned R-3/I-1 and B-2/I-1. The property is addressed as 701 and 801 Parkwood Drive and 1251 Virginia Avenue and is identified as tax map parcel 47-N-7.

EMS's first I-1, Institutional Overlay District (I-1) Master Plan was approved in September 2002. The master plan provided for the planned development of the campus, including building expansions, parking areas, and athletic fields. It also approved limited relief from zoning requirements for a baseball dugout along Mount Clinton Pike that encroached five feet into the required 30-foot setback and for required parking separation along the western property line adjoining Eastern Mennonite University.

In 2016, EMS, Virginia Mennonite Missions, and Mennomedia, Inc. requested an amendment to the 2002 Master Plan and an expansion of the I-1 overlay to include three additional parcels totaling +/- 2.08 acres. The amendment supported conversion of the former Mennomedia office building at 1251 Virginia Avenue to the elementary school and established a campus with zero-foot setbacks from internal property lines and a 10-foot perimeter building setback. In 2019, a plat

was recorded to vacate the internal property lines and dedicate public right-of-way along Parkwood Road creating the lot as it is today.

Land Use

The Comprehensive Plan designates this site as Institutional and Limited Commercial and states:

Institutional

These areas are planned for development by certain institutional uses, like private colleges and universities, hospitals, and retirement communities that operate on large land areas and may function in a campus-like environment.

Limited Commercial

These areas are suitable for commercial and professional office development but in a less intensive approach than the Commercial designation. These areas need careful controls to ensure compatibility with adjacent land uses. The maintenance of functional and aesthetic integrity should be emphasized in review of applications for development and redevelopment and should address such matters as: control of access; landscaping and buffering; parking; setback; signage; and building mass, height, and orientation. It is important that development within Limited Commercial areas does not incrementally increase in intensity to become similar to the Commercial designation. Efforts should be made to maintain the intent as described above.

Updated 2026 Master Plan Narrative and Map

If approved, the proposed 2026 Master Plan will supersede the previously approved EMS Master Plan to reflect the current single-parcel campus and to allow additional campus buildings, site improvements, and parking modifications, which are described in the master plan narrative and illustrated in the map.

The proposed plan maintains the minimum 10-foot setback along the exterior campus boundary that was established through the 2016 Master Plan amendment. This flexibility is intended to accommodate the existing dugout and the proposed athletic concessions building.

Minimum Off-Street Parking Requirements

EMS is requesting an expansion in parking areas for the EMS campus. Zoning Ordinance Section 10-3-25 (12) specifies the minimum off-street parking requirements for “Elementary schools, junior or senior high schools, or equivalent facilities” and states:

Proposed off-street parking spaces shall be programmed by the applicable school authorities as necessary to meet state standards for use and consideration of site locations, then submitted to the planning commission for comprehensive site plan review.

The applicant used the Virginia Department of Education's Guidelines for School Facilities in Virginia's Public Schools (2021) to calculate the needs of the EMS campus. These guidelines recommend enough parking for staff, an additional 10 to 20 percent of spaces for visitors, and student parking equal to one-third of enrollment. Based on Virginia Department of Education guidance and using a 10 percent visitor rate, the applicant calculates a need for 200 spaces for staff, visitors, and students. The applicant is requesting Planning Commission's approval that the minimum number off-street parking spaces for school uses for this site be set at 200.

Master Plan Parking, Landscaping, and Access

In addition to the parking required for school uses, EMS proposes 235 additional spaces to accommodate recurring church services, athletic events, and special events. The master plan proposes a maximum of 435 off-street parking spaces campus-wide, including the minimum 200 spaces required for school uses.

The proposed parking lot landscaping modification would allow required landscaping islands to be located either within a parking lot or within 15 feet of the parking lot. This approach would still require parking lot landscaping within the campus while providing flexibility for the proposed parking configuration and drive aisle patterns. At this time the parking lots are not in final design, thus the applicant would like to keep the flexibility for the whole site to have the option to deviate from ZO Sections 10-3-30.1 (5) and (6) of the Zoning Ordinance and has indicated that all parking areas have the ability to deviate from the landscaping requirement and may be provide landscaping within 15-feet of the parking lot if Sections 10-3-30.1 (5) and (6) in the areas shown on the Master Plan Map.

The applicant is additionally requesting to deviate from ZO Section 10-3-25 (4) a. The deviation would allow a reduction in the required five-foot separation between nonresidential parking and adjoining residential property and allow the parking area to exceed 50 percent of the area between the building setback and public street frontage.

The 2026 Master Plan narrative also identifies existing and future access agreements with adjacent properties. The master plan narrative identifies an existing private access easement serving Virginia Mennonite Missions/Anabaptist Mission Partners (VMM/AMP) from Virginia Avenue to their property, proposes that EMS obtain an easement to address an existing access encroachment onto the VMM/AMP property, and provides a location for a future access easement to Parkwood Drive from 1194 Park Road and/or a shared-parking agreement with Eastern Mennonite University upon EMU's request.

Master Plan Open Space

The 2026 Master Plan Map identifies reserved open space along the drainage channel in the east-southeast portion of the site. In the previous version of the master plan map, the property had identified the athletic fields as open space. While these fields provide additional open areas and educational/recreational space on campus, they are considered developed and cannot be considered open spaces in the context of a master plan.

Transportation and Traffic

A traffic impact analysis (TIA) was not required for the requested rezoning/master plan amendment.

The Master Plan Map shows a future vehicular access drive to Mount Clinton Pike that would provide an additional connection to the campus and access to Parking Lot 3. As shown on the Master Plan Map, the driveway connecting to Mount Clinton Pike does not meet access management requirements. Staff has requested that the proposed access align with the existing driveway across Mount Clinton Pike used by Christian Light Publications. The applicant has indicated with a notation on the Master Plan Map that the final design and location of the Mount Clinton Pike entrance would be determined at a later date and would be subject to applicable City approval.

Public Water and Sanitary Sewer

Staff has no concerns with the requested rezoning/master plan amendment regarding water and sanitary sewer matters.

Conclusion

The applicant is requesting approval of the minimum off-street parking plan for the school use per Zoning Ordinance Section 10-3-25 (12). Based on the *Guidelines for School Facilities in Virginia's Public Schools (2021)*, the applicant identifies a need for 200 parking spaces to serve school staff, visitors, and students. Staff recommends approval of a required minimum 200 off-street parking spaces for the school use.

The applicant is also requesting approval of the 2026 Master Plan amendment, which reflects current single-parcel configuration and guides future development, including additional educational and support buildings, athletic facilities, parking modifications, and circulation improvements. The proposed uses are consistent with the purpose of the I-1 district and the Comprehensive Plan's institutional designation. Staff recommends approval of the Master Plan amendment.

Chair Baugh asked if there any questions for staff.

Vice Chair Porter said I have one question about the potential access from the EMU [Eastern Mennonite University] property. Are those athletic fields that are adjacent to the property?

Ms. Rupkey said there is an existing athletic field along this side.

Ms. Dang said Ms. Rupkey, I have a question. On the other slide that shows EMU, you are showing where a connection could be made. That is not the location of the future easement, which is yet to be determined. Is that correct?

Ms. Rupkey said correct. Thank you for clarifying. It is a potential location of how it could be accomplished, not the final location.

Chair Baugh said we will now invite the applicant representative to come forward.

Gil Colman, Colman Engineering, and Paul Leaman, Head of School for Eastern Mennonite School came forward. Mr. Colman said good evening, Chair Baugh, Commissioners, and Councilmember. Thank you for reviewing this application for us and considering the master plan amendment and parking requirements. We are here in case you have any questions. Everything staff presented reflects our interests.

Vice Chair Porter said I have a question about the request to relax the landscaping requirements within the actual parking [lot], and also relaxing the five-foot [parking lot] setbacks with the residential areas. What is the rationale for that, and what is the impact on your neighbors?

Mr. Colman said that is interesting because the setback we have is, I forget, five feet or a 10-foot setback. It is really more a consideration for the future, where we have one of the parking lots right adjacent to EMU that could be an issue. For the most part, that is not an issue for us because we are already more than 10 feet back in most of the parking situations. It is really more in one area that could be an issue. The consideration is to have a separation and buffer between parking and adjacent properties. Especially in this case, it is talking about residential property, to make sure there are no car lights and things like that impacting a residential neighborhood and residential use. But there is no residential use right now surrounding EMS.

Vice Chair Porter said can we bring the map up really fast? I want you to point out where that would be the case.

Mr. Colman said [referring to the campus map] on the left side, that is just a narrow part where that could be an issue. That is the only place right now that could be an issue. There is not really another place right now. That is right adjacent to the athletic fields for EMU. One of the things that could be put in there is a fence, for example. A fence satisfies that requirement. I do [unintelligible] in terms of blocking light or anything like that, but it satisfies the requirement.

Vice Chair Porter said if there were a larger residential neighborhood around this, I might have a different feeling.

Mr. Colman said that is right, there is none.

Mr. Leaman said EMU is considered residential. I am not sure what would be considered on the other side of Parkwood Drive; there are some houses, but that is across the street. There on the left of the diagram, where there is just the little green strip before EMU's property begins, there is a pretty large green buffer between that boundary and EMU's turf soccer field. The City also put in, very close to that boundary, the generators to save on electric demand. They are not shown [on the campus map] because they are on EMU's property, but they are probably right around that boundary line as well.

Vice Chair Porter said I know there is a close association between the school and the university. Would you be effectively offering up your parking for potential athletic venues at EMU as well?

Mr. Leaman said yes, it happens a lot.

Mr. Colman said there is a lot of collaboration between the entities there, which makes sense. It is a good way to use that parking lot as they put in more parking lots. It works out pretty well.

Mr. Leaman said I was thinking where you were talking about the setback being limited, it was along Parkwood Drive because of the added width there and making that closer to Parkwood Drive. It is pretty much a culverted area.

Mr. Colman said the requirement is 50 percent of that space, and we are not even there. We will be all right with that. The offset of landscaping, which was the second part of your question, is also to allow placement of landscaping other than within the islands. In this case, even in our plan, we are showing landscaping within the islands. I feel like if that is doable, we will do it. Otherwise, we are reserving the opportunity to put landscaping around the edges. Another point to make is that most of this parking is already there. From the standpoint of redeveloping that parking, because it is existing parking, we do not have to comply with parking landscape requirements in that case. If it is new parking or new areas, then we do. That does not mean that we will not necessarily add more islands. In fact, this shows some more islands where there are none right now. That may occur that way or not. Right now, we are reserving the option of having landscaping surrounding the parking area. It is within a limited space, within 15 feet of that area. We are probably going to stay within that space anyway. There is already some landscaping that is compliant with that.

Commissioner Jezior said based on the tables, you are really only adding 25 parking spaces, correct? It is just allocating 200 for the school specifically.

Mr. Colman said yes. The parking spaces are added because of some displacement of the bus parking, which right now is occurring on the tennis courts. We hope to clean up all of that and arrange it a little better. We have an area that was already impervious or semi-impervious, and we are working with that. We are going to use that for parking and move the buses to the side where they can be more easily accessed and not in front of these buildings.

Councilmember Dent said it seems to me that since it is already zoned R-3 and B-2 with institutional overlay, the setbacks normally associated with residential, even though it is zoned residential, would not really apply. Is that correct?

Mr. Colman said that is correct. We have a 10-foot setback throughout the property. That is the setback. That was also by master plan. We did that a couple of iterations ago, and we are maintaining that.

Commissioner Kettler said I have a question on the calculation for the parking spots. Can you go back to that slide? I am not terribly familiar with these guidelines. I was wondering, are these guidelines that are generally brought up by the state that you ought to follow, or are there other calculations that work here?

Mr. Colman said I am not as familiar with them either. That is something that staff made us aware of. In the past, we had discussed certain numbers that EMS was comfortable with, saying this is the number of parking spaces we need, and that is what we were going with. Staff pointed out during this time that the requirements are in the ordinance to follow the guidelines of Virginia public schools. I do not know if it is guidance or a firm requirement, but that is what we utilized for it. We certainly have more parking than what we need.

Mr. Leaman said we certainly have ample parking. Often, we share our parking lots with VMRC [Virginia Mennonite Retirement Community] and with EMU.

Commissioner Kettler said part of what I am thinking is that it seems like the guidelines suggest that every single staff member drives a single-occupancy vehicle.

Ms. Dang said these are recommendations from the Virginia Department of Education. They are not requirements, and our ordinance does not require it. Staff has used this to help guide us in the absence of other guidance or available standards.

Commissioner Kettler said is there a way to approve this with the option of them making less parking if they so desire?

Ms. Dang said I suppose you could recommend less.

Commissioner Kettler said to be clear about my thinking, I do not want to delay this anymore or deny it in any fashion. I am wondering whether there might be a way to provide some flexibility for the applicant.

Ms. Dang said we were comfortable with what they are comfortable accepting with the 200, because they are proposing to provide 435 total spaces on the property. We thought the requirement is only 200, which is less than half of what they are going to provide. Meaning they do not have to construct the other 235 if they choose not to. The master plan is only going to require the 200.

Commissioner Kettler said I was not clear on that, so I appreciate that.

Mr. Colman said I do not know how many students drive either. Maybe the students pick up some of those spaces.

Councilmember Dent said I found it interesting that one-third of the enrollment is for student parking. They are middle and high school, and elementary school. Only the high school students would actually drive. Is the high school included in this map as well?

Mr. Leaman said yes.

Councilmember Dent said they would be the only ones actually driving, the high school students.

Mr. Leaman said I do not think we would have close to 200 cars parked on campus every day. However, there are events that fill the parking.

Vice Chair Porter said how often would you get up to 435?

Mr. Leaman said I would say rarely. What happens is particular event spaces will be too small. If we are playing a local public school, the gym lot is not quite adequate, so it spills out front. If we have a large event in the auditorium, that spills over to the dining-area parking. People just need to walk farther, which is what happens now.

Vice Chair Porter said you host a couple of churches on-site for the weekends as well. I have seen those parking lots pretty full.

Mr. Leaman said yes.

Commissioner Kettler said it sounds like some of the uses we are talking about, gym uses, general school uses, and church uses, would tend to be at different times depending on the event. Is that fair?

Mr. Colman said they are, but they tend to fill whichever parking lot they are utilizing. I have seen all the parking full sometimes, but it is very rare to have everything full.

Vice Chair Porter said I wanted to ask a quick question about changing the circulation pattern for pickup and drop-off.

Mr. Leaman said there would be a limited amount of parking at the very front of the school for guests. We have a lot of visitors and guests. We are an enrollment-based school. We want families to come visit, and it is disappointing when they cannot park in the front and have to find their way to the front entrance by parking at the gym or the dining hall. Parking is not exciting money for donors to give toward, so I am not promising parking will be a high priority because we do meet our general needs with parking. Long term, we would love to have much more parking in the front. That would allow a connection without going out on Parkwood Drive from the gym parking lot to the dining hall parking lot, with angular parking that would designate the direction of traffic flow. Sometimes we have people going backwards in our current circular drive because parking is parallel. It is hard to know which way to go if you are a guest and not familiar with the campus.

Vice Chair Porter said you would make it one way?

Mr. Leaman said it would be one way.

Vice Chair Porter said is there any eventual desire to try to connect the elementary school in a way where you can actually drive from one side to the other? My concern is that there is a lot of congestion on Route 42, particularly early in the morning and in the afternoon for pickup. I would be concerned about traffic trying to leave the campus through the elementary school. I was curious whether there would be any attempt to try to do that.

Mr. Leaman said topography really does not allow for that, which is why we have forced parents of elementary students to park in the gym parking lot. There is very limited parking on the elementary side, really only for handicap accessibility or elderly individuals. We like kids to walk, so we are good with the footbridge.

Commissioner Kettler said it looks on Google maps like there is about five spaces...

Mr. Leaman said for special events we partner with Virginia Mennonite Missions with that parking lot pretty regularly.

Mr. Colman said one of the plans for the loop behind the school was also to provide a queueing line for the elementary school. That is part of it, to try to get traffic in there instead of anybody going out to Route 42. This is concentrating everything in two entrances. Right now, there are four entrances. We will limit it to two, although it will be three with a double entrance on the west side. We are trying to minimize that because of traffic conflicts. Better circulation works for everybody coming in and out. I have had a child there before, and I know how it is. People trying to get in and out makes it a little difficult.

Councilmember Dent said it all seems really complicated for something that ought to be fairly simple.

Mr. Colman said I think those are good questions.

Councilmember Dent said you know what you are doing, so it sounds like you have planned it well.

Chair Baugh asked if there were any questions for the applicant's representative. Hearing none, he asked if there was anyone in the room or on the phone wishing to speak to the request.

Ron March said good evening, members of the Commission. I am the owner of Sit Means Sit in Harrisonburg. We are a dog training franchise. I have been working with the City zoning staff for—

Chair Baugh said this is to speak on the matter that was just presented.

Mr. March said oh, sorry. I am sorry.

Chair Baugh said we will get to other public comments at the end of the meeting. For anybody who wishes to comment on the proposed master plan amendments for Eastern Mennonite School and the parking issue.

Chair Baugh closed the public hearing and opened the matter for discussion.

Vice Chair Porter said I guess my question is, do we take these separately or together?

Commissioner Baugh said any objection to taking them together?

Commissioners said no.

Commissioner Kettler said unless somebody wants to vote on them separately, I do not. The only thing I am thinking is that since we recently had a work session in large part on parking and this kind of issue, I am thinking again about why this is before Planning Commission. I am struggling to think of a reason why I would ever vote no for something like this. I think that is something to consider in the zoning reform process.

Councilmember Dent said I had a similar question. Why do we even need to go through this?

Commissioner Kettler said it says in the ordinance that it requires it.

Councilmember Dent said there ought to be some way of streamlining it. You can do what you want with your parking. I do not know.

Chair Baugh said staff, do you want to speak to that?

Ms. Dang said we have proposed some amendments. At the last work session, we were seeking your input on what those numbers and values should be. What we have proposed is that for public schools, kindergarten through 12th grade, it would be determined based on the public school entity. For private schools, we would consider their parking with their special exception review and consider a parking plan at that time. I am going off memory. I do not know that we have resolved the colleges and universities question.

Mr. Russ said correct, we have not resolved that part yet, but we are still working through it [for private colleges and universities].

Chair Baugh said it is not rocket science. Under the existing ordinance, we have a master plan, and if you are going to change it, you have to come tell us. Hopefully, this will be part of looking at

streamlining things that look like they could be handled administratively. We cannot do that tonight.

Vice Chair Porter said I move that we approve the request from Eastern Mennonite School to approve the required number of off-street parking spaces and also approve its request to amend the master plan at 701 and 801 Parkwood Drive and at 1251 Virginia Avenue.

Commissioner Jezior said second.

Chair Baugh called for a roll call vote.

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

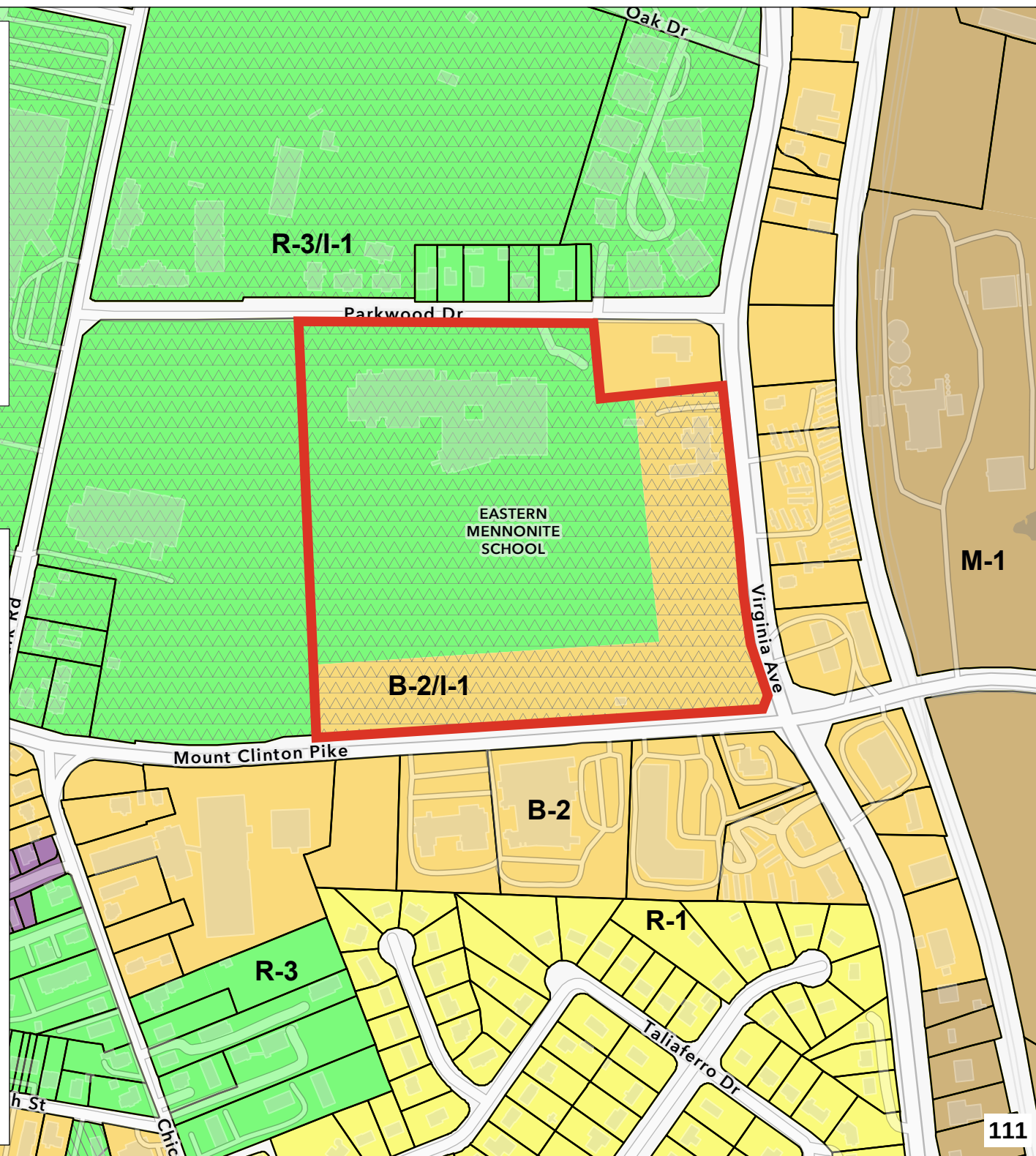
The motion to recommend approval of the required number of off-street parking spaces and the master plan amendment for Eastern Mennonite School passed (5-0). The recommendation will move forward to City Council on October 13, 2026.

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.

CITY OF HARRISONBURG

Rezoning
Master Plan Amendment
Eastern Mennonite School
Tax Map Parcel: 47-N-7
+/- 26.3-acres

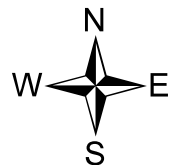
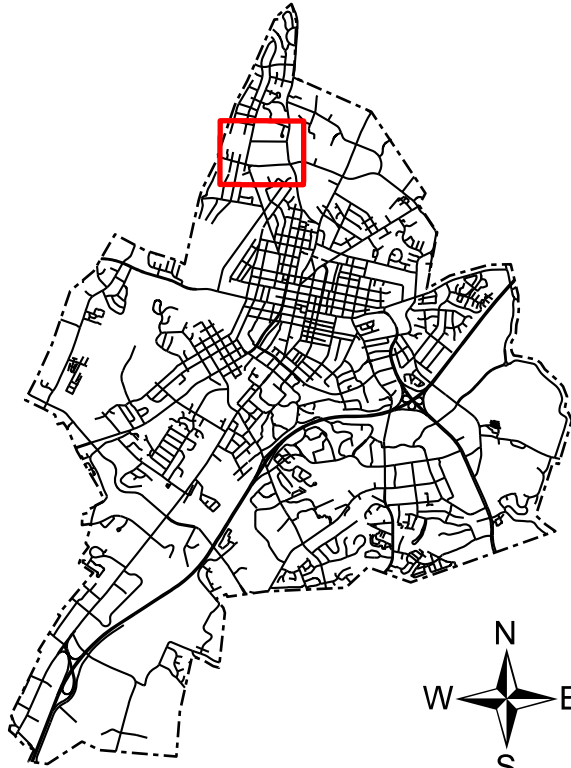
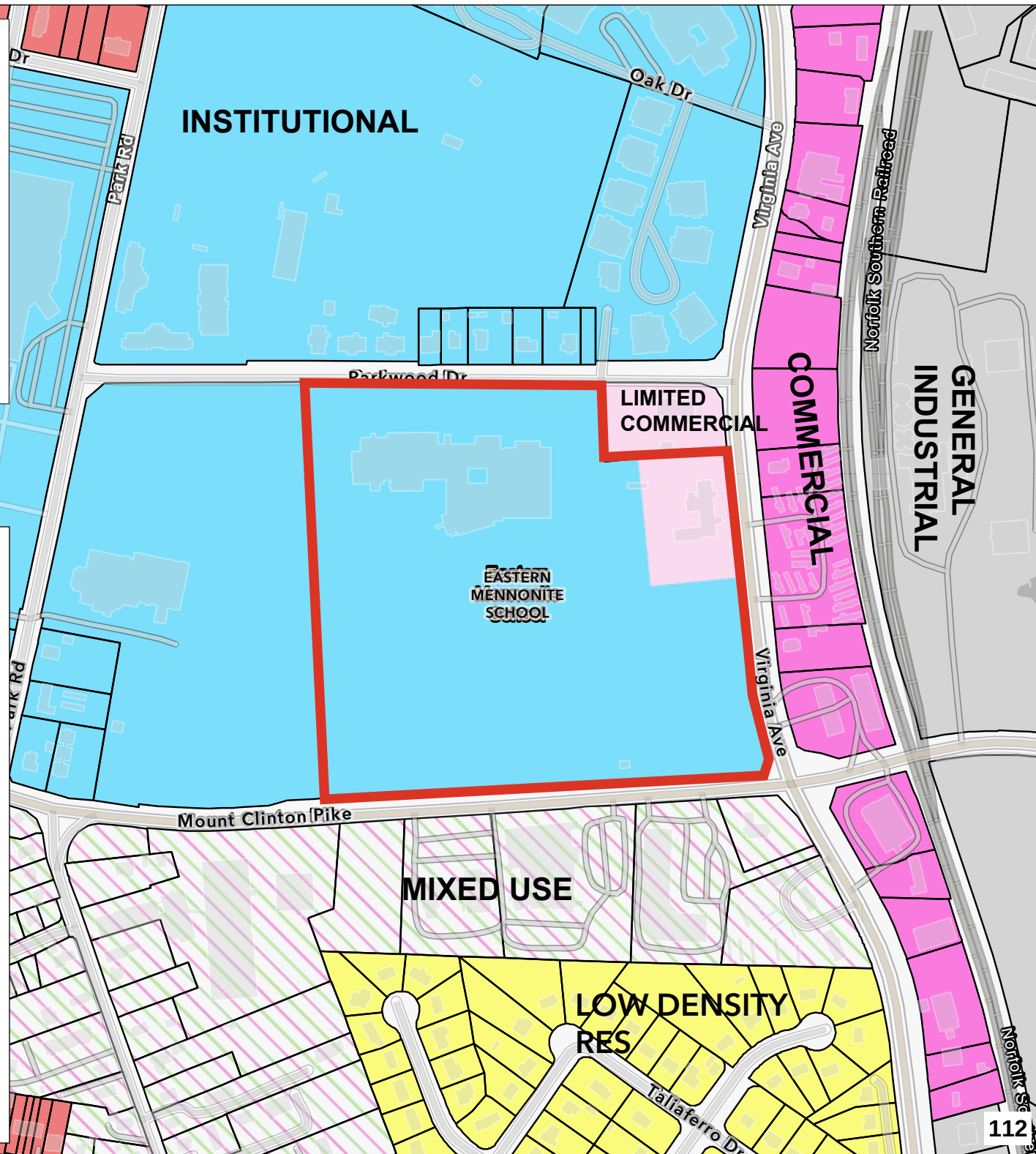
ZONING



CITY OF HARRISONBURG

Rezoning
Master Plan Amendment
Eastern Mennonite School
Tax Map Parcel: 47-N-7
+/- 26.3-acres

(FUTURE) LAND USE GUIDE



CITY OF HARRISONBURG

Rezoning
Master Plan Amendment
Eastern Mennonite School
Tax Map Parcel: 47-N-7
+/- 26.3-acres



August 28, 2026

Meg Rupkey, CZO
Department of Community Development
409 South Main Street
Harrisonburg, VA 22801

RE: Eastern Mennonite School Master Plan 2026

Meg,

We're writing to request approval of the attached Eastern Mennonite School Master Plan. The purpose of this plan is to include a few proposed buildings that Eastern Mennonite School (EMS) would like to construct in the near future. In order to avoid confusion and having multiple plans to refer to, this plan will become the institutional master plan and supersedes previous plans.

The proposed buildings include:

- Services Center Building
- Gym Building
- 3-Story Elementary School Building Expansion
- Entrance Canopy
- Athletic Concessions Building

In addition to the buildings, there is also a proposed basketball court and minor reconfiguration of some parking and drives.

To satisfy the Section 10-3-25(12) requirement for Planning Commission approval of off-street parking for schools, a *Request for Planning Commission Approval of Off-Street Parking Space Requirement for Eastern Mennonite School* letter is attached.

Let us know if you have any questions or concerns.

Best Regards,



Gil Colman, PE
Owner & President

August 28, 2026

City of Harrisonburg Planning Commission
409 S Main Street
Harrisonburg, VA 22801

RE: Request for Planning Commission Approval of Off-Street Parking Space Requirement for Eastern Mennonite School

Members of the Planning Commission,

In connection with the Eastern Mennonite School (EMS) Master Plan update, EMS requests Planning Commission approval of the proposed off-street parking supply pursuant to Section 10-3-25(12) of the Harrisonburg Zoning Ordinance.

The *Guidelines for School Facilities in Virginia's Public Schools (2021)* recommend parking for staff, an additional 10 to 20 percent for visitors, and student parking equal to one-third of enrollment. Applying the 10 percent visitor rate to EMS results in the following:

Category	Basis	Calculation	Spaces
Staff	One space per staff member	71	71
Visitors	10% of staff parking	$0.10 \times 71 = 7.1$	8
Students	One-third of enrollment	$362 \div 3 = 120.67$	121
Total Required			200

In addition to the 200 required parking spaces, EMS parking facilities include 235 additional parking spaces to satisfy the needs of the various church groups meeting on site as well as sporting and special events.

Best Regards,



Gil Colman, PE
Owner & President

Eastern Mennonite School

Master Plan Narrative

August 2026

As described in the Harrisonburg, Virginia Code of Ordinances, Article S, Section 10-3-102 of the I-1 Institutional Overlay District Regulations: *Uses permitted by this overlay district are in addition to any use permitted by right in the underlying zoning classification. Dimensional and density regulations provided herein are intended to supplement those permitted in the underlying zoning classification, not to be more restrictive than those of the underlying zoning classification. When requirements of the underlying zoning classification and the overlay appear to be in conflict, the least restrictive shall apply.*

This Master Plan Narrative follows the guidelines of Section 10-3-106, Items 1-4 and is illustrated in the attached layout, “Eastern Mennonite School Campus Map 2026.”

Item 1:

The boundaries of the area involved and the ownership of properties contained therein, as well as all existing public streets and alleys within and adjacent to the site.

The Eastern Mennonite School (EMS) campus is composed of a single 26.301-acre lot located at 801 Parkwood Drive (TM# 47-N-7) and owned by Eastern Mennonite School. The campus is zoned R-3, with B-2 along the south and east boundaries. The entire campus is covered by an I-1 institutional overlay.

The EMS campus is bounded by Eastern Mennonite University to the west, Virginia Mennonite Missions (Anabaptist Mission Partners) to the northeast, and by three public streets: Parkwood Drive to the north; Virginia Avenue (Rt. 42) to the east; and Mt. Clinton Pike to the south.

Item 2:

The location and use of all existing buildings on the site, as well as the approximate location, height, dimensions and general use of all proposed buildings or major additions to existing buildings.

The EMS campus is currently composed of two buildings: the Middle and High School Building (west campus) and the Elementary School Building (east campus).

EMS facilities also host three church congregations each week: on Sunday mornings Aletheia uses the auditorium, Shalom Mennonite Church uses the Dining Hall, and Mosaic of Grace uses the Commons. These congregations also use various classroom spaces for Sunday school purposes, etc.

EMS proposes to construct the following buildings or additions, as illustrated in the attached layout, “Eastern Mennonite School Campus Map 2026.”

Name	Location	Use	Dimensions	Height
Proposed Services Center	South of Parking Lot 4	Vehicle Maintenance, Equipment Storage, and Disaster Relief Operations	Approx. 72' x 84'	Approx. 22'
Proposed Gym Building	South of Parking Lot 4	Recreation	Approx. 100' x 65'	Approx. 30'
Proposed 3-Story Elementary School Expansion	South of Elementary School Building	Academic	Approx. 80' x 40'	3 stories (to match existing structure)
Proposed Athletic Concessions Building	West of Parking Lot 3	Recreation	Approx. 44' x 30'	Approx. 14'
Proposed Entrance Canopy	East of Middle and High School Building	Covered Entrance	Approx. 24' x 12'	Approx. 12'

All proposed buildings shall meet the height regulations of the underlying zoning district or I-1 overlay district.

A 10-foot building setback shall be applied to the entire outside boundary of the campus to allow for maximum flexibility for the proposed structures as well as for future building expansions and additions.

Although it is not a building or a building addition, a proposed full-court basketball court is also included in this Master Plan, to be located southwest of the Elementary School Building.

Item 3:

The location of all existing parking facilities and the approximate location of all proposed parking facilities, including the approximate number of parking spaces at each location and all existing and proposed means of vehicular access to parking areas and to public streets and alleys. Any proposed changes to public streets and alleys within and adjacent to the site shall also be shown on the plan.

According to the *Guidelines for School Facilities in Virginia's Public Schools (2021)* prepared by the Virginia Department of Education (DOE), "Adequate parking for staff and an additional 10 percent to 20 percent parking space [sic] for visitors should be provided. Student parking to accommodate one-third of the student enrollment should be provided."

Applying these guidelines to EMS at the 10 percent visitor rate:

Category	Basis	Calculation	Spaces
Staff	One space per staff member	71	71
Visitors	10% of staff parking	$0.10 \times 71 = 7.1$	8
Students	One-third of enrollment	$362 \div 3 = 120.67$	121
Total Required			200

In addition to the 200 required parking spaces, EMS parking facilities include 235 additional parking spaces to satisfy the needs of the various church groups (per Item 2) meeting on site as well as sporting and special events.

To satisfy the Section 10-3-25(12) requirement for Planning Commission approval of off-street parking for schools, a Request for Planning Commission Approval of Off-Street Parking Space Requirement for Eastern Mennonite School letter has been included as part of the Master Plan submittal.

EMS plans to reconfigure its existing parking lots and drives, creating a defined traffic pattern, including a one-way drive to the south of the current Middle and High School building that will facilitate traffic flow around the campus and also serve as the Elementary School's queueing lane for student pick up and drop off, as illustrated in the attached layout, "Eastern Mennonite School Campus Map 2026."

Name	Location	Access Via	Current # of Spaces*	Proposed # of Spaces
Front Lot (Parking Lot 1)	In the front of the Middle and High School building	Parkwood Drive	28 (2 ADA)	39 (2 ADA)
Dining Hall Lot (Parking Lot 2)	Northwest of the Middle and High School building	Parkwood Drive	69	69
Auditorium Lot (Parking Lot 3)	Southwest of the Middle and High School building	Parkwood Drive, passing through Parking Lot 2 and via the future Mt. Clinton Pike access drive	200 (8 ADA)	195 (8 ADA)
Gym Lot (Parking Lot 4)	East of the Middle and High School building	Parkwood Drive	84 (4 ADA)	96 (4 ADA)
Bus Parking Lot (Parking Lot 5)	Southeast of the Middle and High School building	Parkwood Drive, passing through Parking Lot 4	23 (11 Bus Spaces)	31 (6 Bus Spaces)
Small Elementary School Lot (Parking Lot 6)	North of the Elementary School building	Rt. 42 - Virginia Avenue	6 (2 ADA)	5 (2 ADA)
TOTAL			410 (16 ADA)	435 (16 ADA)

* Refers to the number of spaces in the approved 2016 Master Plan.

All new parking areas shall meet the regulations of the underlying zoning district or I-1 overlay district, except as listed below:

- Section 10-3-30.1 of the Zoning Ordinance shall apply with exceptions to 10-3-30.1 (5) and (6). Landscaping islands (i.e., trees and shrubs) that are required by Sections 10-3-30.1 (5) and (6), may be planted either internal to the parking lot or within 15 feet of the parking lot.
- Section 10-3-25.4 of the Zoning Ordinance shall apply with exceptions to 10-3-25.4 (a). The required five-foot landscaped or screened separation between EMS parking and adjoining residential property (EMU, which is zoned R-3/I-1) shall not apply.

Access Easements

- **Virginia Mennonite Missions (Anabaptist Mission Partners):** An existing 3,187-sf private access easement through EMS property provides Virginia Mennonite Missions (Anabaptist Mission Partners) with access to their property from Rt. 42 – Virginia Avenue.
- **Virginia Mennonite Missions (Anabaptist Mission Partners):** EMS will obtain a private access easement from VMM/AMP to allow for the existing drive that encroaches on the southwest corner of the VMM/AMP property.
- **Eastern Mennonite University:** An access easement and/or shared use parking agreement will be provided for Eastern Mennonite University, upon their request, to allow access to their parking lot, located adjacent to the west of the EMS property (i.e., the easement will be generally located in the northwest corner of the EMS property.)

Item 4:

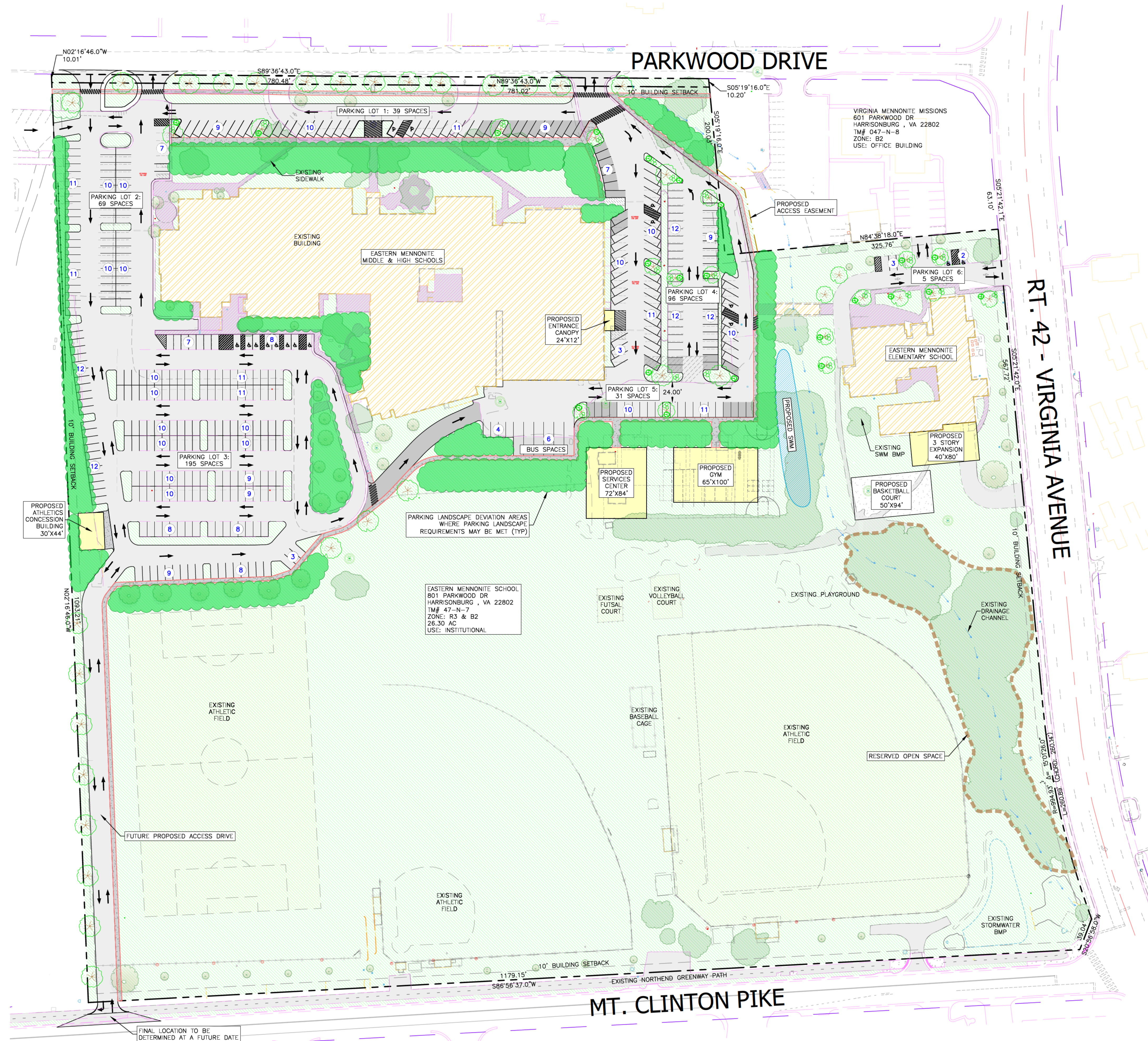
The general use of major existing and proposed open spaces within the site and specific features of the plan such as screening, buffering or retention of natural areas, which are intended to enhance compatibility with adjacent and nearby properties.

EMS has a reserved open space in the east-southeast portion of the property, along the existing drainage channel. And, although it does not qualify as “open space,” a large portion of the EMS property is occupied by athletic fields and related educational spaces.

**Eastern
Mennonite
School**

LEGEND

	EXISTING BUILDING
	PROPOSED BUILDING
	EXISTING PARKING
	PROPOSED PARKING
	EXISTING VEGETATION
	PROPOSED PARKING LANDSCAPED AREAS





City of Harrisonburg, VA
Department of Public Works

**Determination of Need for a
Traffic Impact Analysis (TIA)**
www.harrisonburgva.gov/traffic-impact-analysis

For inclusion in an application for Planning Commission review (for Special Use Permit, Rezoning or Preliminary Plat), this form must be submitted to the Public Works Department at least 5 business days prior to the Planning Commission application deadline.

Contact Information				
Consultant Name:	Colman Engineering			
Telephone:	[REDACTED]			
E-mail:	[REDACTED]			
Owner Name:	Eastern Mennonite School			
Telephone:	[REDACTED]			
E-mail:	[REDACTED]			
Project Information				
Project Name:	Eastern Mennonite School Master Plan Update			
Project Address:	801 Parkwood Drive			
TM #:	47-N-7			
Existing Land Use(s):	R-3 with I-1 Institutional Overlay			
Proposed Land Use(s): (if applicable)	No change			
Submission Type:	Comprehensive Site Plan ☐	Special Use Permit ☐	Rezoning ☒	Preliminary Plat ☐
Project Description: (Include site plan or preliminary sketch and additional details on land use, acreage, access to site, etc)	EMS will be adding several proposed structures to its master plan, including: Proposed Services Center Building; Proposed Gym Building; Proposed 3-Story Elementary School Building Expansion; Proposed Entrance Canopy; Proposed Basketball Court; and a Proposed Athletic Concessions Building.			
Peak Hour Trip Generation (from row 15 on the second page)				
AM Peak Hour Trips:	44			
PM Peak Hour Trips:	22			

(reserved for City staff)

TIA required? Yes _____ No ☒

Comments:

Total livable area for the school is expected to raise by approx. 12%. For trip generation purposes, 12% was added to the the existing student enrollment / population.

Accepted by: Terethy Mason

Date: 08/04/2026

Peak Hour Trip Generation by Land Use

Row	ITE Land Use		ITE Land Use Code	Unit	Quantity	AM Peak Hour of Adjacent Street Traffic	PM Peak Hour of Adjacent Street Traffic
1	Proposed #1	Private School (K-12)	532	Student	409	311	78
2	Proposed #2	Office	712	1000 Sq Ft	6	10	13
3	Proposed #3						
4	Proposed #4						
5	Proposed #5						
6	Proposed #6						
7	Total New Trips					321	91
8	Existing #1	Private School (K-12)	532	Student	365	277	69
9	Existing #2						
10	Existing #3						
11	Existing #4						
12	Existing #5						
13	Existing #6						
14	Total Existing Trips					277	69
15	Final Total (Total New – Total Existing)					44	22

Instructions

Determination of trip generation rates shall be in conformance with ITE guidelines.

1. Based on the intended use(s), calculate the AM Peak and PM Peak trip generation using the AM and PM Peak Hour of Adjacent Street Traffic rates from the most current version of the ITE Trip Generation Manual (rows 1-6). Attach additional sheets as necessary for more uses.
2. Sum up all of the trips generated for the new uses in the Total New Trips row (row 7).
3. If the development has any existing uses, calculate the AM Peak and PM Peak trip generations using the AM and PM Peak Hour of Adjacent Street Traffic rates from the most current version of the ITE Trip Generation Manual (rows 8-13). Attach additional sheets as necessary for more uses.
4. Sum up all of the trips generated for the existing uses in the Total Existing Trips row (row 14).
5. Subtract the total existing trips from the total new trips to get the final total number of trips generated by the development (row 15). Enter these numbers on the first page.

Revised Date: December 2019



September 9, 2026 Planning Commission Meeting

Title

Consider requests to (1) approve required number of off-street parking spaces relating to school uses and (2) rezone (master plan amendment) 701 and 801 Parkwood Drive and 1251 Virginia Avenue (Eastern Mennonite School) — Meg Rupkey, Community Development

Summary

Project name	Eastern Mennonite School
Address/Location	701 and 801 Parkwood Drive and 1251 Virginia Avenue
Tax Map Parcels	47-N-7
Total Land Area	+/- 26.30 acres
Property Owner	Eastern Mennonite School
Owner's Representative	Colman Engineering
Present Zoning	R-3/I-1, Medium Density Residential District with an Institutional Overlay and B-2/I-1, General Business District with an Institutional Overlay
Proposed Zoning	R-3/I-1 and B-2/I-1 (Master Plan Amendment)
Planning Commission	September 9, 2026 (Public Hearing)
City Council	Anticipated October 13, 2026 (First Reading/Public Hearing) Anticipated October 27 (Second Reading)

Recommendation

Option 1. Recommend approval of (1) the proposed number of minimum off-street parking spaces relating to school uses and (2) the rezoning/master plan amendment for Eastern Mennonite School.

Context & Analysis

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

Site: Eastern Mennonite School, zoned R-3/I-1 and B-2/I-1

North: Across Parkwood Drive, Eastern Mennonite University, zoned R-3/I-1 and single-family dwellings, zoned R-3

East: Across Virginia Avenue, non-conforming manufactured home park, non-conforming dwellings and commercial uses, zoned B-2

South: Across Mount Clinton Pike, commercial uses, zoned B-2

West: Eastern Mennonite University, zoned R-3/I-1

Eastern Mennonite School (EMS) is requesting approval of the proposed number of minimum off-street parking spaces relating to school uses and to amend the master plan for a +/- 26.3-acre property zoned R-3/I-1 and B-2/I-1. The property is addressed as 701 and 801 Parkwood Drive and 1251 Virginia Avenue and is identified as tax map parcel 47-N-7.

EMS's first I-1, Institutional Overlay District (I-1) Master Plan was approved in September 2002. The master plan provided for the planned development of the campus, including building expansions, parking areas, and athletic fields. It also approved limited relief from zoning requirements for a baseball dugout along Mount Clinton Pike that encroached five feet into the required 30-foot setback and for required parking separation along the western property line adjoining Eastern Mennonite University.

In 2016, EMS, Virginia Mennonite Missions, and Mennomedia, Inc. requested an amendment to the 2002 Master Plan and an expansion of the I-1 overlay to include three additional parcels totaling +/- 2.08 acres. The amendment supported conversion of the former Mennomedia office building at 1251 Virginia Avenue to the elementary school and established a campus with zero-foot setbacks from internal property lines and a 10-foot perimeter building setback. In 2019, a plat was recorded to vacate the internal property lines and dedicate public right-of-way along Parkwood Road creating the lot as it is today.

Land Use

The Comprehensive Plan designates this site as Institutional and Limited Commercial and states:

Institutional

These areas are planned for development by certain institutional uses, like private colleges and universities, hospitals, and retirement communities that operate on large land areas and may function in a campus-like environment.

Limited Commercial

These areas are suitable for commercial and professional office development but in a less intensive approach than the Commercial designation. These areas need careful controls to ensure compatibility with adjacent land uses. The maintenance of functional and aesthetic integrity should be emphasized in review of applications for development and redevelopment and should address such matters as: control of access; landscaping and buffering; parking; setback; signage; and building mass, height, and orientation. It is important that development within Limited Commercial areas does not incrementally increase in intensity to become similar to the Commercial designation. Efforts should be made to maintain the intent as described above.

Updated 2026 Master Plan Narrative and Map

If approved, the proposed 2026 Master Plan will supersede the previously approved EMS Master Plan to reflect the current single-parcel campus and to allow additional campus buildings, site improvements, and parking modifications, which are described in the master plan narrative and illustrated in the map.

The proposed plan maintains the minimum 10-foot setback along the exterior campus boundary that was established through the 2016 Master Plan amendment. This flexibility is intended to accommodate the existing dugout and the proposed athletic concessions building.

Minimum Off-Street Parking Requirements

EMS is requesting an expansion in parking areas for the EMS campus. Zoning Ordinance Section 10-3-25 (12) specifies the minimum off-street parking requirements for “Elementary schools, junior or senior high schools, or equivalent facilities” and states:

Proposed off-street parking spaces shall be programmed by the applicable school authorities as necessary to meet state standards for use and consideration of site locations, then submitted to the planning commission for comprehensive site plan review.

The applicant used the Virginia Department of Education’s Guidelines for School Facilities in Virginia’s Public Schools (2021)¹ to calculate the needs of the EMS campus. These guidelines recommend enough parking for staff, an additional 10 to 20 percent of spaces for visitors, and student parking equal to one-third of enrollment. Based on Virginia Department of Education guidance and using a 10 percent visitor rate, the applicant calculates a need for 200 spaces for staff, visitors, and students. The applicant is requesting Planning Commission’s approval that the minimum number off-street parking spaces for school uses for this site be set at 200.

Master Plan Parking, Landscaping, and Access

In addition to the parking required for school uses, EMS proposes 235 additional spaces to accommodate recurring church services, athletic events, and special events. The master plan proposes a maximum of 435 off-street parking spaces campus-wide, including the minimum 200 spaces required for school uses.

The proposed parking lot landscaping modification would allow required landscaping islands to be located either within a parking lot or within 15 feet of the parking lot. This approach would still require parking lot landscaping within the campus while providing flexibility for the proposed parking configuration and drive aisle patterns. At this time the parking lots are not in final design, thus the applicant would like to keep the flexibility for the whole site to have the option to deviate from ZO Sections 10-3-30.1 (5) and (6) of the Zoning Ordinance and has indicated that all parking

¹ “School Buildings Guidelines,” <https://www.doe.virginia.gov/programs-services/school-operations-support-services/facility-construction-maintenance/school-building-regulations-guidelines>

areas have the ability to deviate from the landscaping requirement and may be provide landscaping within 15-feet of the parking lot if Sections 10-3-30.1 (5) and (6) in the areas shown on the Master Plan Map.

The applicant is additionally requesting to deviate from ZO Section 10-3-25 (4) a. The deviation would allow a reduction in the required five-foot separation between nonresidential parking and adjoining residential property and allow the parking area to exceed 50 percent of the area between the building setback and public street frontage.

The 2026 Master Plan narrative also identifies existing and future access agreements with adjacent properties. The master plan narrative identifies an existing private access easement serving Virginia Mennonite Missions/Anabaptist Mission Partners (VMM/AMP) from Virginia Avenue to their property, proposes that EMS obtain an easement to address an existing access encroachment onto the VMM/AMP property, and provides a location for a future access easement to Parkwood Drive from 1194 Park Road and/or a shared-parking agreement with Eastern Mennonite University upon EMU's request.

Master Plan Open Space

The 2026 Master Plan Map identifies reserved open space along the drainage channel in the east-southeast portion of the site. In the previous version of the master plan map, the property had identified the athletic fields as open space. While these fields provide additional open areas and educational/recreational space on campus, they are considered developed and cannot be considered open spaces in the context of a master plan.

Transportation and Traffic

A traffic impact analysis (TIA) was not required for the requested rezoning/master plan amendment.

The Master Plan Map shows a future vehicular access drive to Mount Clinton Pike that would provide an additional connection to the campus and access to Parking Lot 3. As shown on the Master Plan Map, the driveway connecting to Mount Clinton Pike does not meet access management requirements. Staff has requested that the proposed access align with the existing driveway across Mount Clinton Pike used by Christian Light Publications. The applicant has indicated with a notation on the Master Plan Map that the final design and location of the Mount Clinton Pike entrance would be determined at a later date and would be subject to applicable City approval.

Public Water and Sanitary Sewer

Staff has no concerns with the requested rezoning/master plan amendment regarding water and sanitary sewer matters.

Conclusion

The applicant is requesting approval of the minimum off-street parking plan for the school use per Zoning Ordinance Section 10-3-25 (12). Based on the *Guidelines for School Facilities in Virginia's*

Public Schools (2021), the applicant identifies a need for 200 parking spaces to serve school staff, visitors, and students. Staff recommends approval of a required minimum 200 off-street parking spaces for the school use.

The applicant is also requesting approval of the 2026 Master Plan amendment, which reflects current single-parcel configuration and guides future development, including additional educational and support buildings, athletic facilities, parking modifications, and circulation improvements. The proposed uses are consistent with the purpose of the I-1 district and the Comprehensive Plan's institutional designation. Staff recommends approval of the Master Plan amendment.

Options

1. Recommend approval of (1) the proposed number of minimum off-street parking spaces relating to the school uses and (2) the rezoning/master plan amendment for Eastern Mennonite School.
2. Recommend denial of (1) the proposed number of minimum off-street parking spaces relating to the school uses and (2) the rezoning/master plan amendment for Eastern Mennonite School.

Attachments

- Site maps
- Applicant's supporting documentation

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, October 13, 2026, at 7:00 p.m., to consider the following:

Rezoning – Eastern Mennonite School (Master Plan Amendment)

A request from Eastern Mennonite School to amend the master plan for a +/- 26.3-acre property zoned R-3, Medium Density Residential with I-1, Institutional Overlay, and B-2, General Business District with I-1, Institutional Overlay. The property is addressed as 701 and 801 Parkwood Drive and 1251 Virginia Avenue and is identified as tax map parcel 47-N-7.

Zoning Ordinance Amendment – Manufactured Housing

A request to amend the definition of “Dwelling, single-family” within Zoning Ordinance Section 10-3-24 to include qualifying manufactured homes. Under the proposed amendment, a manufactured home would be allowed in zoning districts where single-family dwellings are permitted, provided that the manufactured home is (i) converted to real property in accordance with §46.2-653.1 of the Code of Virginia, (ii) constructed so that the certificate of occupancy is issued within five years following the date of manufacture listed on the home’s data plate, and (iii) placed on individual lots. This amendment brings the Zoning Ordinance into compliance with § 15.2-2290 of the Code of Virginia, as amended by HB655 and SB364 and effective July 1, 2026.

Zoning Ordinance Amendment – Minimum Lot Width in R-8

A request to amend the Zoning Ordinance to reduce the minimum lot width for single-family detached dwellings in the R-8, Small Lot Residential District from 35-feet to 30-feet. The amendment brings the Zoning Ordinance into compliance with § 15.2-2286.2 of the Code of Virginia, which became effective July 1, 2026, and requires localities with a population of 50,000 or more to adopt at least one zoning one zoning district that permits single-family dwellings on lots with a minimum lot area not exceeding 3,000 square feet and a minimum lot width not exceeding 30 feet.

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, September 30, 2026

Wednesday, October 7, 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, October 13, 2026, at 7:00 p.m., or as soon as the agenda permits, to consider the following:

Rezoning – Eastern Mennonite School (Master Plan Amendment)

A request from Eastern Mennonite School to amend the master plan for a +/- 26.3-acre property zoned R-3, Medium Density Residential with I-1, Institutional Overlay, and B-2, General Business District with I-1, Institutional Overlay. The property is addressed as 701 and 801 Parkwood Drive and 1251 Virginia Avenue and is identified as tax map parcel 47-N-7.

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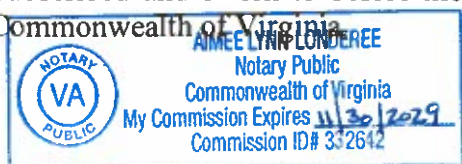
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Given under my hand this 16 day of September, 2026


 City Clerk

Subscribed and sworn to before me this 16th day of September, 2026 a Notary Public in and for the Commonwealth of Virginia




 Notary

My commission expires 11/30/2029

CHRISTIAN LIGHT PUBLICATIONS
INC
1051 MT CLINTON PIKE
HARRISONBURG VA 22802

611 MT CLINTON LLC
611 MOUNT CLINTON PIKE
HARRISONBURG VA 22802

CABALLERO BORIS R NORA C
1877 PARK RD
HARRISONBURG VA 22802

HARRISONBURG VIRGINIA AVENUE
STATION LLC
PO BOX 8
MT JACKSON VA 22842

VIRGINIA MENNONITE HOME
1501 VIRGINIA AVE
HARRISONBURG VA 22802

AMY L RUSH
780 PARKWOOD DR
HARRISONBURG VA 22802

HARRISONBURG GIFT & THRIFT
SHOP INC
731 MT CLINTON PIKE
HARRISONBURG VA 22802

EASTERN MENNONITE SCHOOL
801 PARKWOOD DR
HARRISONBURG VA 22802

PARK HOMES LLC
1290 VIRGINIA AVE
HARRISONBURG VA 22802

BALDAUF DAVID H TRUSTEE
570 DELAWARE AVE
BUFFALO NY 14202-1206

EASTERN MENNONITE UNIVERSITY
1200 PARK RD
HARRISONBURG VA 22802

PARK VILLAGE INC
1501 VIRGINIA AVE
HARRISONBURG VA 22802

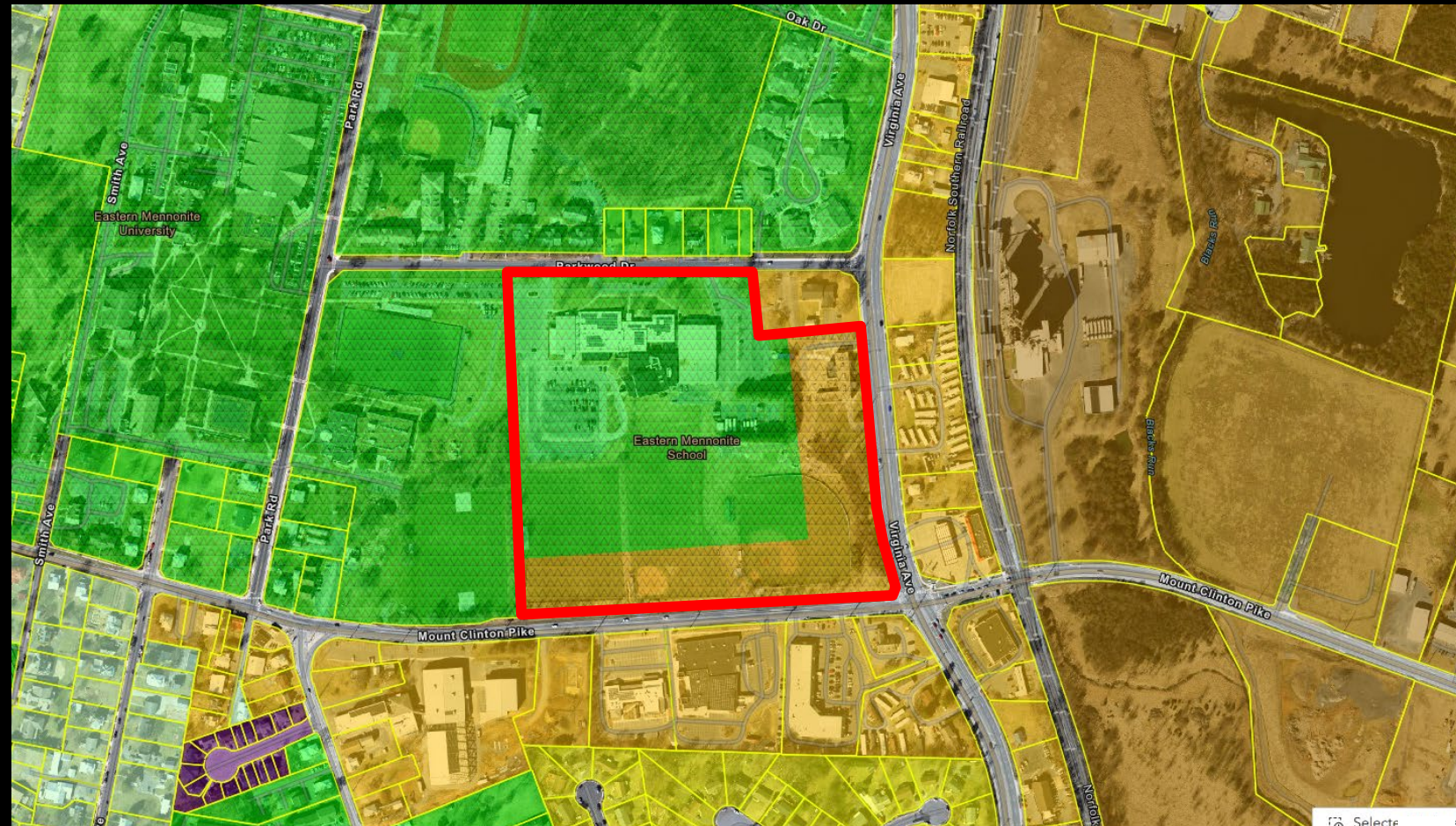
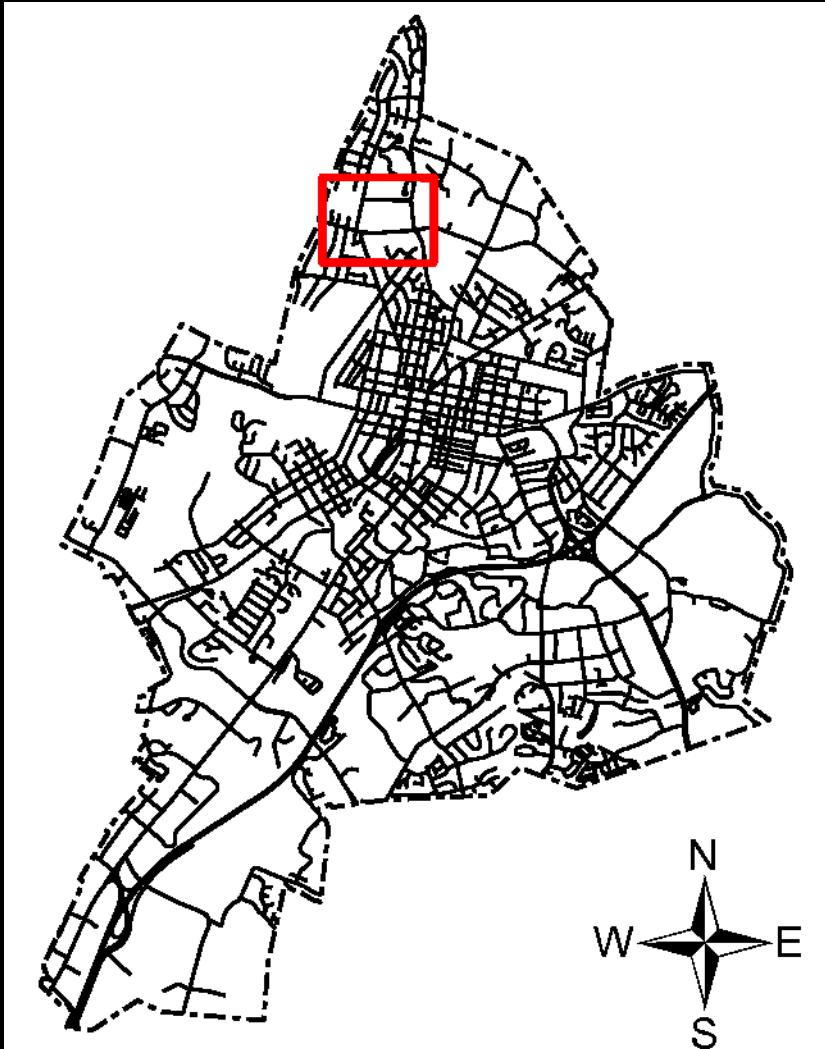
625 MOUNT CLINTON PIKE
1009 DUKE ST
ALEXANDRIA VA 22314

VIRGINIA MENNONITE MISSIONS
601 PARKWOOD DR
HARRISONBURG VA 22802

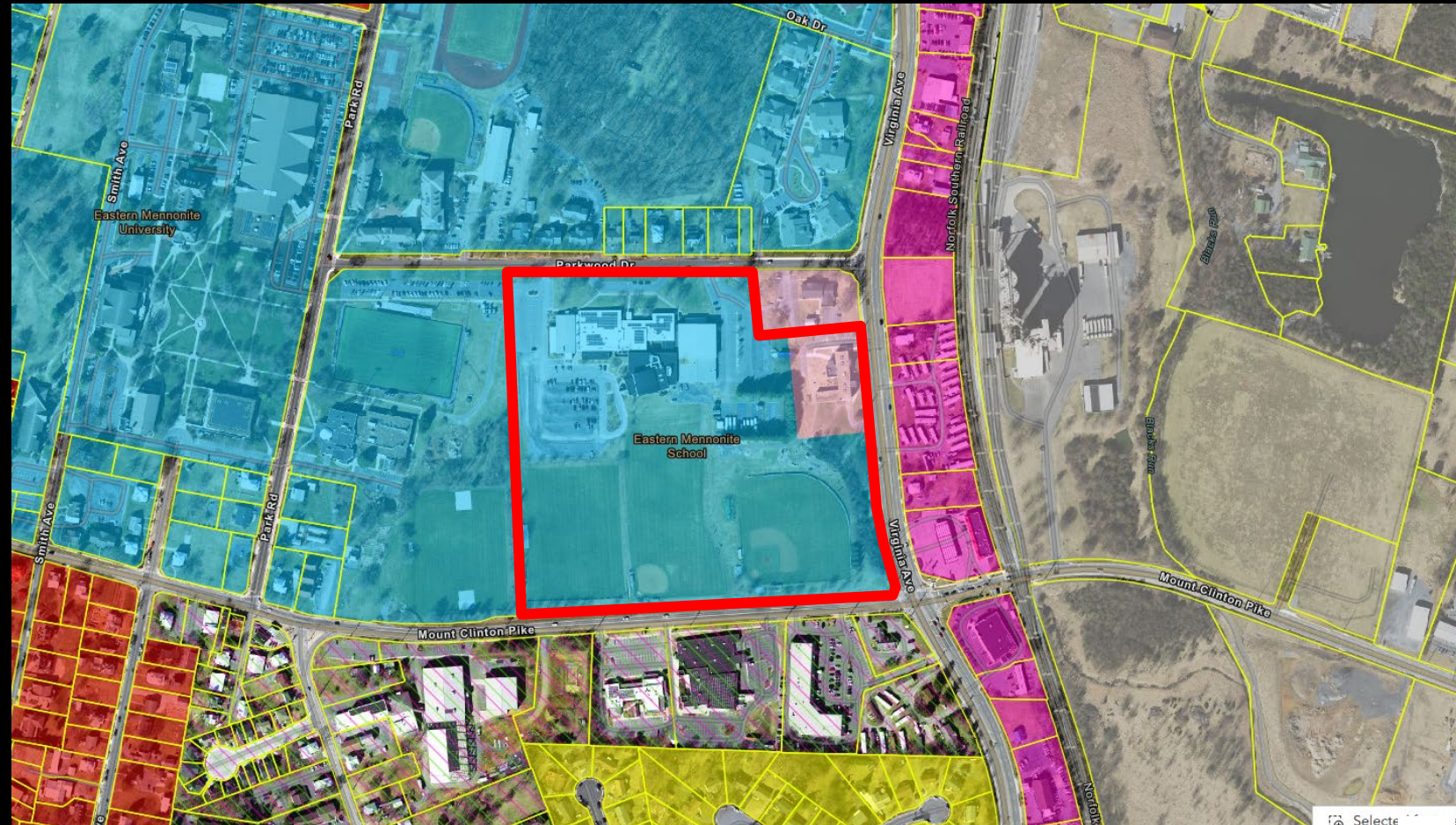
MAINALI & GILL PROPERTIES LLC
3050 VERA VISTA PATH
ROCKINGHAM VA 22801

PARK VILLAGE INC
1491 VIRGINIA AVE
HARRISONBURG VA 22802

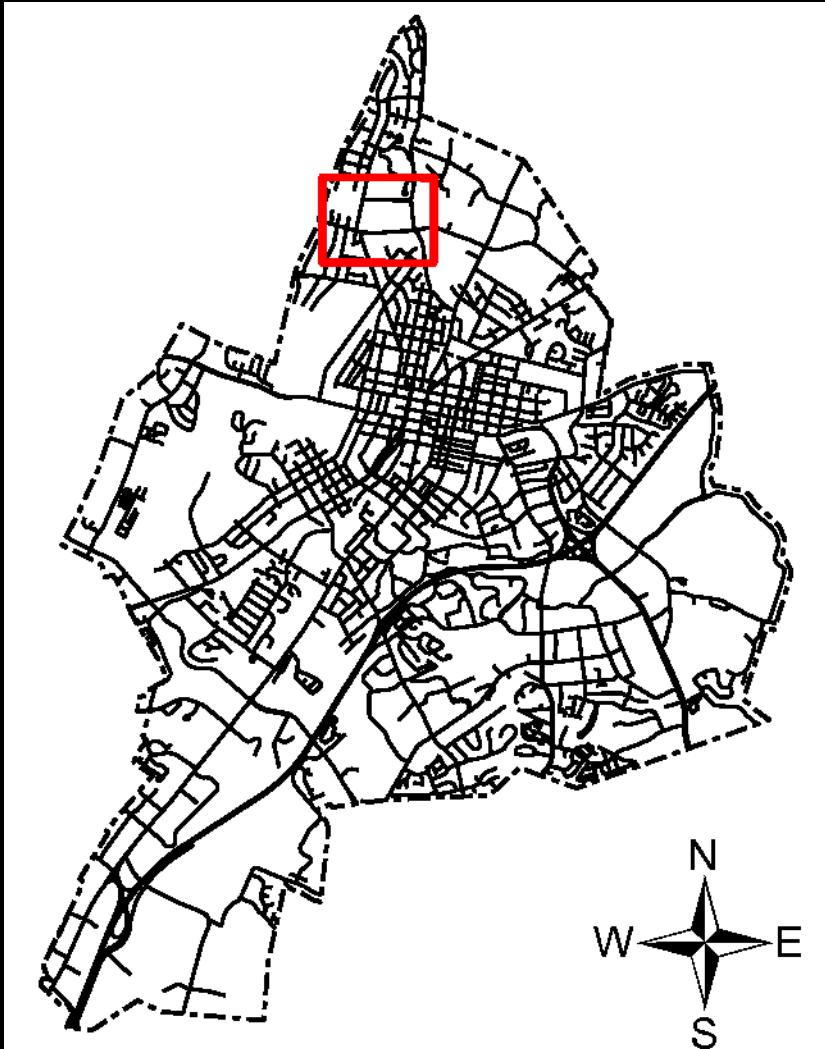
Rezoning (Master Plan Amendment) Eastern Mennonite School (EMS)



Rezoning (Master Plan Amendment) Eastern Mennonite School (EMS)



Rezoning (Master Plan Amendment) Eastern Mennonite School (EMS)





2002 — Initial Master Plan

- Campus expansion, parking, athletic fields, and limited zoning relief approved.

2016 — Amendment & Expansion

- I-1 overlay expanded by 2.08 acres; former Mennomedia building converted for elementary school use.

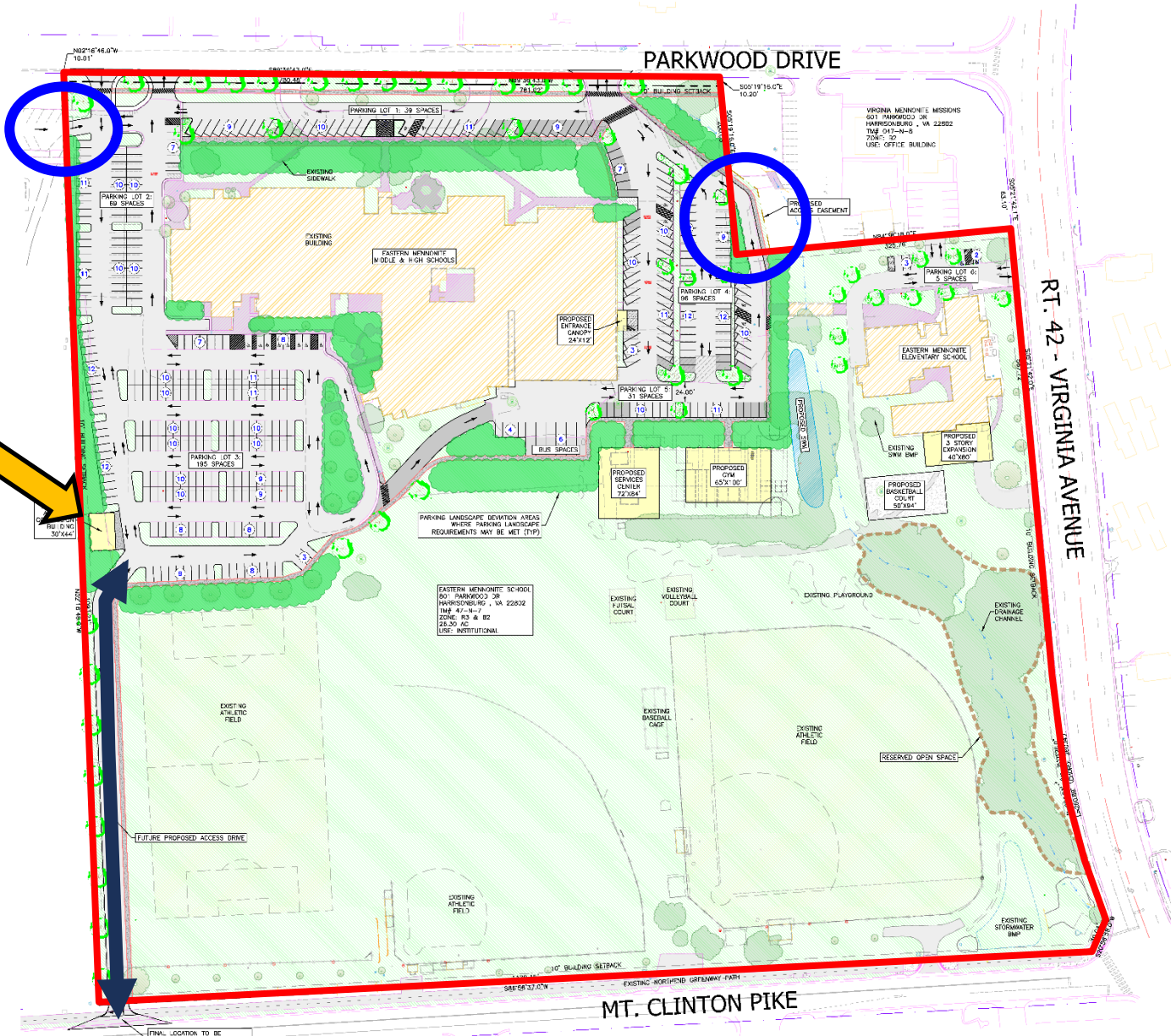
2026 — Today's Request

- Will supersede the previously approved EMS Master Plan to reflect the current single-parcel campus and to allow additional campus buildings, site improvements, and parking modification

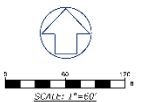
EASTERN MENNONITE SCHOOL CAMPUS MAP 2026



PARKING INFORMATION	
PARKING LOT	SPACES
LOT 1	39 (2 ADA)
LOT 2	69
LOT 3	195 (8 ADA)
LOT 4	96 (4 ADA)
LOT 5	31 (6 BUS SPACES)
LOT 6	5 (2 ADA)
TOTAL	435 (16 ADA)



- LEGEND
- EXISTING BUILDING
 - PROPOSED BUILDING
 - EXISTING PARKING
 - PROPOSED PARKING
 - EXISTING VEGETATION
 - PROPOSED PARKING LOT LANDSCAPED AREAS



Parking Lot Deviations

- Deviate from the following regulations:
 - 10-3-25.4 (a):
 - Requests flexibility from the required five-foot separation between nonresidential parking and adjoining residential property.
 - Allows parking to occupy more than 50% of the area between the building setback and public street frontage.
 - 10-3-30.1 (5) and (6):
 - Allows required landscaping islands within parking areas or within 15 feet of a parking lot.
 - Provides flexibility for final parking-lot design and drive aisle configurations while maintaining on-site landscaping.

Recommendation

Staff and Planning Commission (5-0) recommends approval of the Master Plan Amendment request.



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-337, **Version:** 1

Subject:

Consider Adopting a Resolution Dedicating a New Section of University Boulevard as a Public Street and Renaming a Section of University Boulevard to Driver Drive, a Section of Forest Hill Road to University Boulevard and Convocation Service Drive to Driver Drive.

Presented By: Tom Hartman, director of Public Works

Due to the recent University Boulevard Realignment Project, staff is requesting City Council's consideration for renaming a portion of University Boulevard, Convocation Center Service Drive, and Forest Hill Road to reflect the physical realignment of University Boulevard, which now continues to intersect directly with Port Republic Road. The impacted area of this change is in vicinity of the Convocation Center and the segment that runs from Oak Hill Drive to Port Republic Road.



October 13, 2026 City Council Meeting

Title

Proposed Street Name Changes from University Boulevard Realignment Project—Tom Hartman, Public Works

Summary

Due to the recent University Boulevard Realignment Project, staff is requesting City Council's consideration for renaming a portion of University Boulevard, Convocation Center Service Drive, and Forest Hill Road to reflect the physical realignment of University Boulevard, which now continues to intersect directly with Port Republic Road. The impacted area of this change is in vicinity of the Convocation Center and the segment that runs from Oak Hill Drive to Port Republic Road.

Recommendation

City staff recommends the approval of renaming a portion of University Boulevard and Convocation Center Service Drive to Driver Drive, and Forest Hill Road to University Boulevard to reflect the results of the University Boulevard Realignment Project.

Fiscal Impact

Minimal fiscal impacts, generally limited to administrative time to update associated addressing systems, and the labor and materials associated with removal of existing street name signs and replacing them with updated signs reflecting new street names.

Context & Analysis

Impacts to addressing changes are broken up into City impacted addresses and James Madison University impacted addresses.

City Impacted Addresses:

The recent results of the University Boulevard Realignment Transportation Project mandated the consideration of renaming Forest Hill Road to reflect the continuity of the new University Boulevard alignment to Port Republic Road and to ensure uniformity for addressing and first

responder logistics. There are five (5) addressed properties that will be impacted by this change; they are listed below with their proposed updated address:

- 1131 Forest Hill Road to be retired; updated to 1225 University Boulevard
- 1210 Forest Hill Road to be retired; updated to 1242 University Boulevard
- 1214 Forest Hill Road to be retired; updated to 1246 University Boulevard
- 1218 Forest Hill Road to be retired; updated to 1250 University Boulevard
- 1221 Forest Hill Road to be retired; updated to 1265 University Boulevard

James Madison University Impacted Addresses:

The recent results of the University Boulevard Realignment Transportation Project mandated the consideration of renaming a portion of University Boulevard to reflect the new alignment and updated service in and around the Convocation Center area, and to ensure uniformity for addressing and first responder logistics. There are eight (8) addressed properties that will be impacted by this change; they are listed below with their proposed updated address:

- 881 University Boulevard to be retired; updated to 447 Driver Drive (Convocation Center E Parking Lot)
- 885 University Boulevard to be retired; updated to 451 Driver Drive (Convocation Center B Parking Lot)
- 895 University Boulevard to be retired; updated to 443 Driver Drive (Convocation Center)
- 896 University Boulevard to be retired; updated to 484 Driver Drive (Convocation Air Handling Unit)
- 897 University Boulevard to be retired; updated to 485 Driver Drive (Convocation Center B Parking Lot)
- 897 University Boulevard to be retired; updated to 495 Driver Drive (Convocation Center C Parking Lot)
- 601 Convocation Center Service Drive to be retired; updated to 560 Driver Drive (Tennis Courts)
- 621 Convocation Center Service Drive to be retired; updated to 572 Driver Drive (Convocation Center D Parking Lot)

Upon approval of these name changes, formal notification letters will be mailed to each property owner informing them of this change. Associated information for mailing and service continuity will also be provided for relevant entities such as Harrisonburg Department of Utilities, Harrisonburg Electric Commission, and the local branch of the United States Postal Service (USPS).

Necessary coordination and notification with and within City of Harrisonburg Departments and other stakeholders will also occur, including Information Technology (Geographic Information System (GIS) resources), City-County Emergency Communications Center (ECC), Community Development, Commissioner of Revenue, Public Works, and Public Utilities.

Address changes for City impacted addresses will be programmed to take effect starting January 1, 2027.

Options

1. N/A

Attachments

1. University Realignment Project Address Change Map – City Impacted Addresses
2. University Realignment Project Address Change Map – JMU Impacted Addresses

**RESOLUTION DEDICATING A NEW SECTION OF UNIVERSITY BOULEVARD AS
A PUBLIC STREET AND RENAMING A SECTION OF UNIVERSITY BOULEVARD
TO DRIVER DRIVE, A SECTION OF FOREST HILL ROAD TO UNIVERSITY
BOULEVARD, AND CONVOCATION SERVICE DRIVE TO DRIVER DRIVE**

WHEREAS, The City of Harrisonburg has completed the University Boulevard Realignment Project in the City, which Project included constructing a new section of public street for the relocation of part of the existing University Boulevard; and

WHEREAS, the University Boulevard Relocation Project necessitates the renaming of Convocation Service Drive and of sections of Forest Hill Drive and University Boulevard; and

WHEREAS, the City Council of the City of Harrisonburg now wishes to formally dedicate the new section of University Boulevard as a public street and to effectuate the necessary name changes described in this Resolution and as further shown on the attached Exhibit A, which is incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HARRISONBURG, VIRGINIA:**

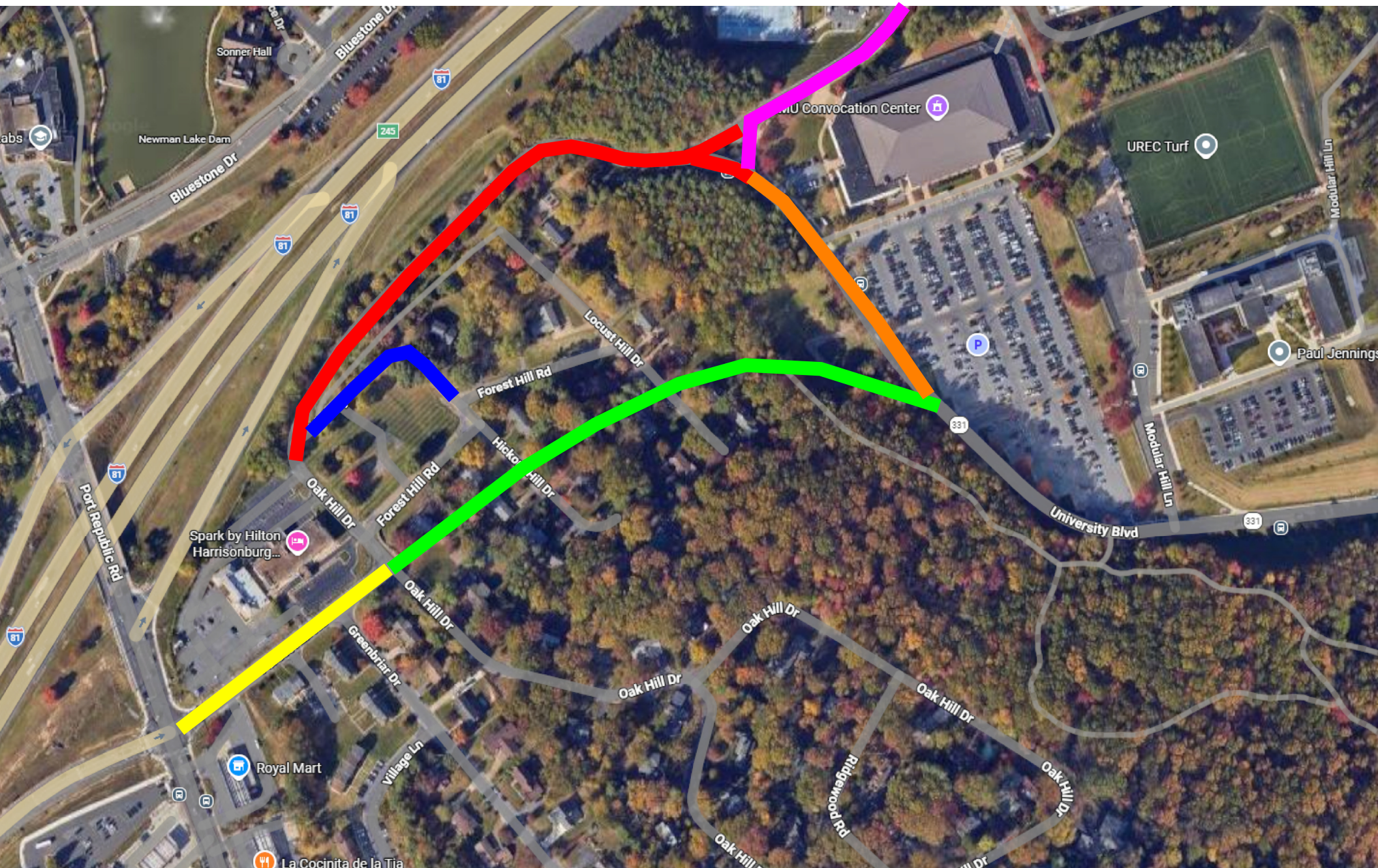
1. That effective immediately the newly constructed section of street beginning at Oak Hill Drive and connecting to the existing University Boulevard and shown in green on Exhibit A is dedicated to the public use and is hereby formally named University Boulevard and shall become part thereof. Any prior use of the newly constructed section of University Boulevard as a public street is hereby ratified and confirmed.
2. That the section of Forest Hill Road located between Port Republic Road and Oak Hill Drive and shown in yellow on Exhibit A is hereby renamed to and shall become part of University Boulevard.
3. That the section of the exiting University Boulevard located between the existing Convocation Service Drive and the beginning of the new section of University Boulevard and shown in orange on Exhibit A is hereby renamed Driver Drive.
4. That Convocation Service Drive, shown in magenta on Exhibit A, is hereby renamed to and shall become part of Driver Drive.
5. Staff shall take all actions necessary to ensure that the addresses of the five properties located on the section of Forest Hill Road, being renamed University Boulevard, shown in yellow on Exhibit A, be updated and changed effective January 1, 2027.
6. The City Manager is authorized to execute any documents necessary to further evidence and carry out the dedication, renaming, and readdressing of sections of streets set forth above.

Approved: October 13, 2026

MAYOR

ATTEST:

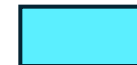
CITY CLERK



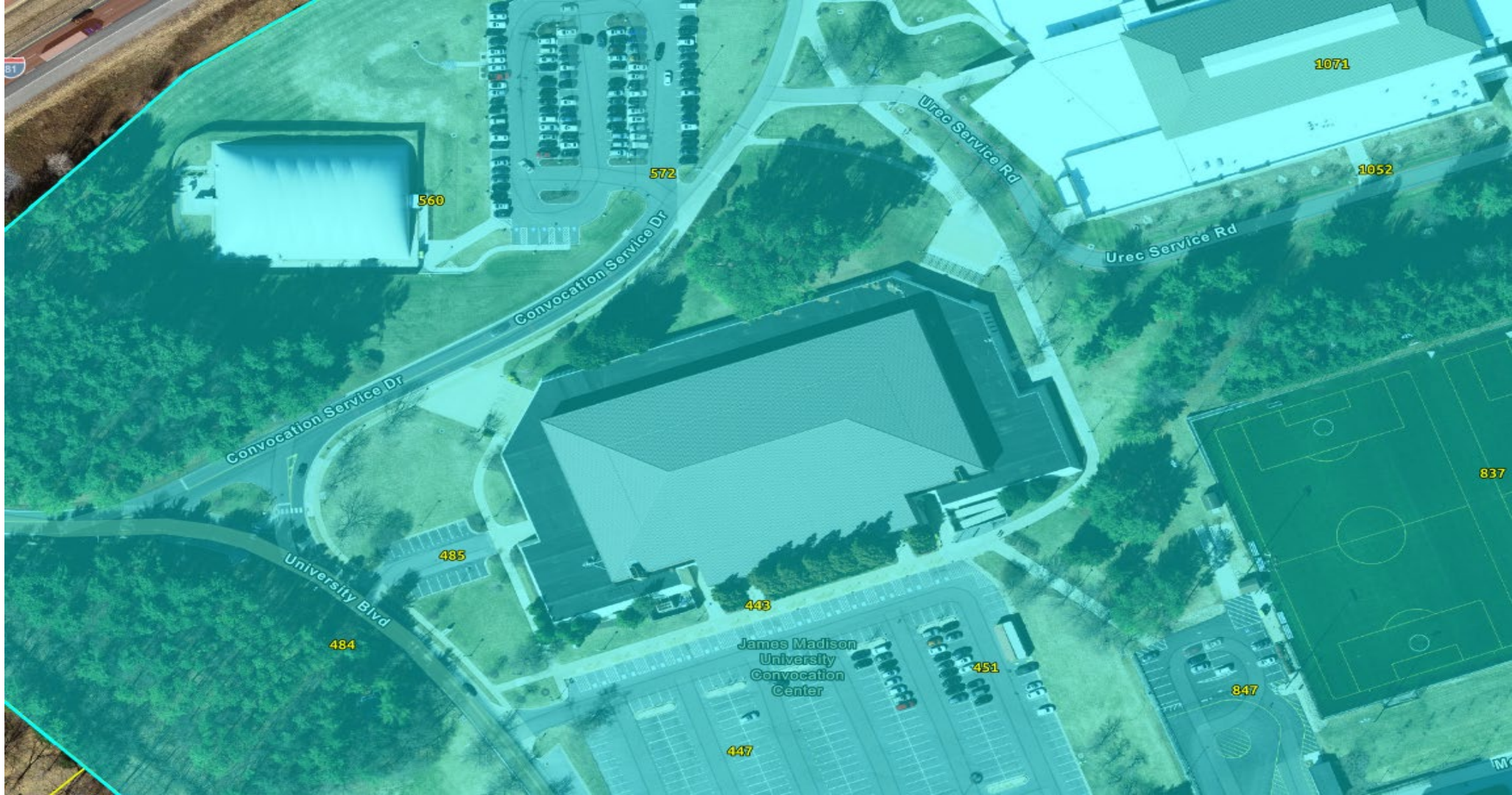


Updated Addresses due to University Boulevard Realignment Project:

1131 Forest Hill Road → 1225 University Boulevard
1210 Forest Hill Road → 1242 University Boulevard
1214 Forest Hill Road → 1246 University Boulevard
1218 Forest Hill Road → 1250 University Boulevard
1221 Forest Hill Road → 1265 University Boulevard

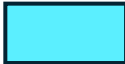


Impacted Address



Updated Addresses due to University Boulevard Realignment Project:

881 University Boulevard → 447 Driver Drive
885 University Boulevard → 451 Driver Drive
895 University Boulevard → 443 Driver Drive
896 University Boulevard → 484 Driver Drive
897 University Boulevard → 485 Driver Drive
897 University Boulevard → 495 Driver Drive
601 Convocation Center Service Drive → 560 Driver Drive
621 Convocation Center Service Drive → 572 Driver Drive

 **Impacted Address**

UNIVERSITY BOULEVARD REALIGNMENT PROJECT – PROPOSED ADDRESS CHANGES

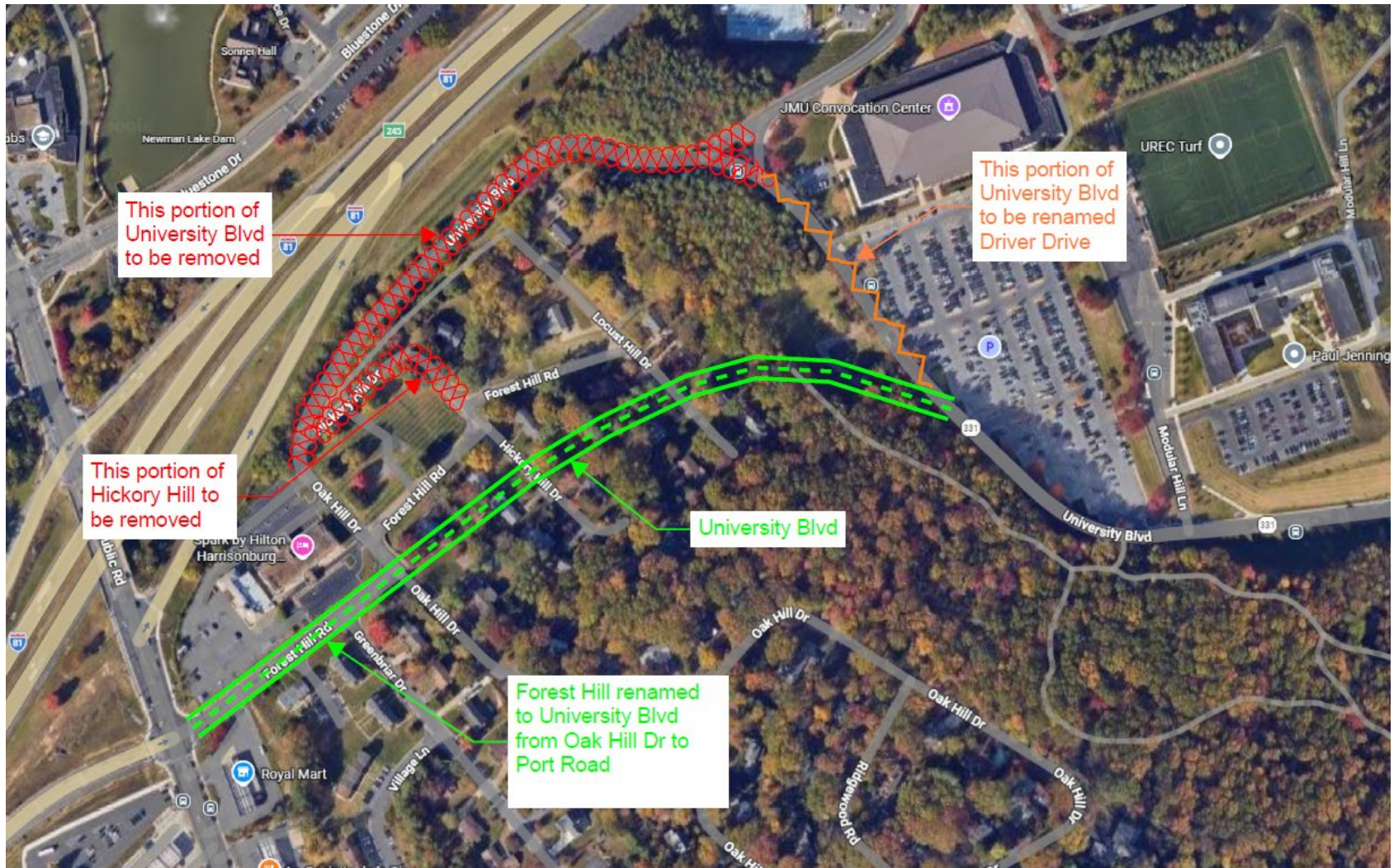
October 13, 2026

Tom Hartman





University Blvd Realignment





Legislation Text

File #: ID 26-363, **Version:** 1

Subject:

Introduction to the New Safe Streets Harrisonburg Planning Efforts

Presented By: Jakob zumFelde, Public Works Planning Manager

In 2024, City Council approved an application for grant funding through the U.S. Department of Transportation's (USDOT) Safe Streets and Roads for All (SS4A) program. The Public Works Department applied for a Planning Grant to create the City's first Transportation Safety Action Plan, and to update the Bicycle and Pedestrian Plan, create a Safe Routes to School Plan, and create a Complete Streets Design Guide. Following award of the grant by the Federal Highway Administration (FHWA), the RFP process was completed and the City selected the consulting firm Kimley-Horn. City staff have been working with Kimley-Horn staff, and their subconsultants, to kick off these planning efforts.

These efforts, now named "Safe Streets Harrisonburg", will establish goals and provide clear next steps for actions to be taken by the City, other governmental agencies, and private entities such as developers, to ensure equitable access to safe transportation options for people using all travel modes in the City. Public Works will present the key aspects of Safe Streets Harrisonburg, including a recommendation to consider setting a goal to achieve and maintain zero fatalities from crashes on City streets by 2040. City staff and the consultant team are preparing for a significant public engagement effort in the coming months to gather the thoughts, concerns, and desires of those who live, work and play in Harrisonburg.



HARRISONBURG | VA
FRIENDLY BY NATURE



October 13, 2026, City Council Meeting

Title

Safe Streets Harrisonburg – Jakob zumFelde, Public Works

Summary

The Public Works Department will present an introduction of the Safe Streets Harrisonburg planning effort to City Council.

Recommendation

N/A

Fiscal Impact

N/A

Context & Analysis

In 2024, City Council approved an application for grant funding through the U.S. Department of Transportation's (USDOT) Safe Streets and Roads for All (SS4A) program. The Public Works Department applied for a Planning Grant to create the City's first Transportation Safety Action Plan, and to update the Bicycle and Pedestrian Plan, create a Safe Routes to School Plan, and create a Complete Streets Design Guide. Following award of the grant by the Federal Highway Administration (FHWA), the RFP process was completed and the City selected the consulting firm Kimley-Horn. City staff have been working with Kimley-Horn staff, and their subconsultants, to kick off these planning efforts.

These efforts, now named "Safe Streets Harrisonburg", will establish goals and provide clear next steps for actions to be taken by the City, other governmental agencies, and private entities such as developers, to ensure equitable access to safe transportation options for people using all travel modes in the City. Public Works will present the key aspects of Safe Streets Harrisonburg, including a recommendation to consider setting a goal to achieve and maintain zero fatalities from crashes on City streets by 2040. City staff and the consultant team are preparing for a significant public engagement effort in the coming months to gather the thoughts, concerns, and desires of those who live, work and play in Harrisonburg.

Options

N/A

Attachments

1. Presentation



SAFE STREETS

Harrisonburg



City Council

October 2026



Four Planning Areas



Roadway Safety Action Plan

Multidisciplinary safety plan to reduce fatalities and serious injuries for all users on City streets



Bicycle and Pedestrian Plan

Infrastructure-focused assessment of bicycle and pedestrian facilities to improve safety and connectivity



Complete Streets Design Guide

Guidelines that establish context-sensitive design principles, standards, and practices for safe, accessible, and comfortable streets for all users.



Safe Routes to School Plan

Assessment of infrastructure, drop-off/pick-up procedures, and SRTS policies and programming to improve safety for all students at each school



Roadway Safety Action Plan



Safe Streets and Roads for All (SS4A) Grant Program

- Established through Bipartisan Infrastructure Law
- Goal is to prevent death and serious injury on roads and streets involving all roadway users
- **Grant Types:**

Planning and Demonstration Grants	Implementation Grants
Develop, complete, or supplement a comprehensive safety plan	Implement projects and strategies identified in an action plan to address a roadway safety problem



Roadway Safety Action Plan



Components of a Safety Action Plan

Leadership Commitment and Goal Setting

Commit to eliminating or significantly reducing fatalities and serious injuries

Planning Structure

Stand up a committee to oversee the action plan

Safety Analysis

Analyze crash trends and identify high-crash locations

Engagement and Collaboration

Engage the public and key stakeholders

Policy and Process Changes

Identify policy and process shifts that prioritize safety

Strategy and Project Selections

Prioritize projects and strategies for implementation

Progress and Transparency

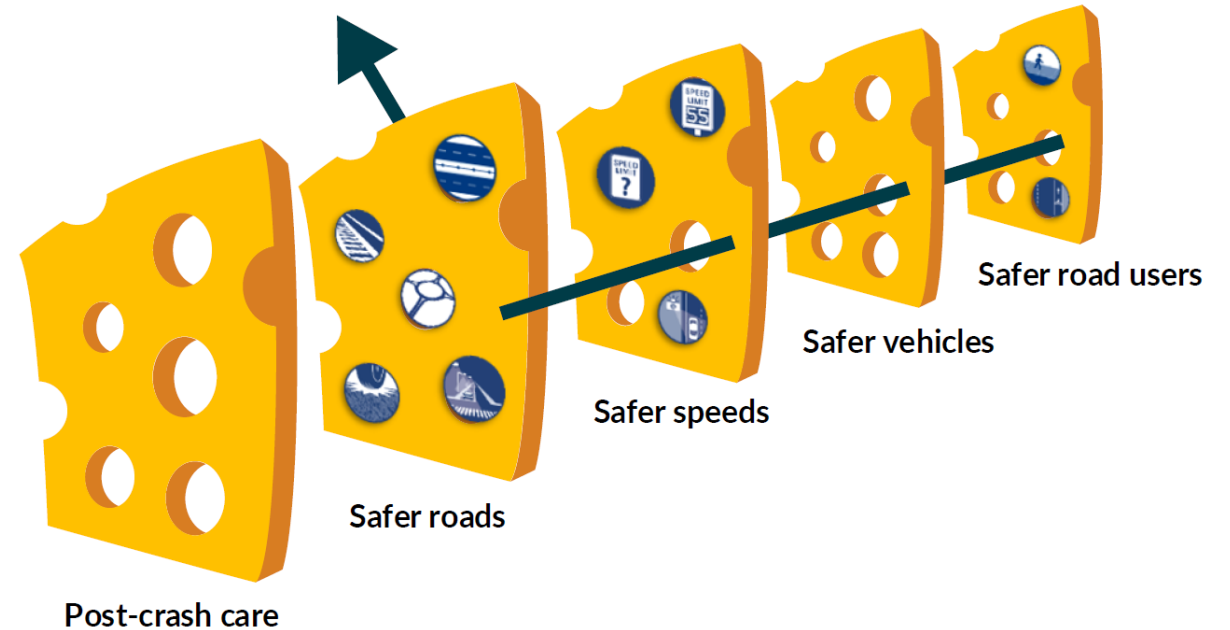
Establish methods to measure progress over time



Safe System Approach



The Swiss Cheese Model



Source: FHWA



Roadway Safety Action Plan



**SAFE
STREETS**
Harrisonburg 158

The 4 “E”s

E1 Engineering

Designing Safer Facilities for All Users

E2 Education

Spreading Information About Traffic Safety

E3 Enforcement

Reinforcing Safe Travel Behaviors

E4 Emergency Response

Saving Lives Through Faster Response Times



Goal Setting Requirement

THE REQUIREMENT

A high-ranking official or governing body must formally commit to one of two goals

OPTION 1

Target Date for Zero

Set a target date for achieving zero roadway fatalities and serious injuries.

OPTION 2

Interim Percentage Reduction

Commit to a percentage reduction by a specific date, with the eventual goal of eliminating fatalities and serious injuries.



Goal Setting Options

Target and Horizon Year

	Fatalities	Serious Injuries
Current Trend	~3 per year—a zero goal is reasonable	~33 per year—a percentage reduction goal is appropriate
Proposed Goal	Achieve and maintain zero fatalities by 2040	Achieve a 50% reduction in serious injuries by 2040



Summary of key efforts

- **Emphasis Areas:** A user type, driver behavior, vehicle type, crash type, or crash location where emphasis is placed for detailed crash analysis and countermeasure selection
- **Countermeasures:** Specific recommended actions for Engineering, Education, Enforcement and Emergency Response
- **High-Injury Network:** A subset of the roadway network that contains a significant proportion of severe crashes



What Would This Commitment Mean?

Achieving zero fatalities and serious injuries is difficult!

Avoid committing to other transportation-related goals that may conflict with the safety goal

**Safety projects or programs may be at the expense of:
Driver Convenience | Travel Time | Public Preference**

Safety projects or programs should be supplemented with public education about how they benefit safety



Complete Streets Design Guide



Complete Streets Design Guide: Overview

A Harrisonburg-specific guide that establishes how City streets should look and function.

Purpose

- Put recurring design decisions into written, consistent guidance
- Form the basis for future Design and Construction Standards Manual (DCSM), Subdivision, and Zoning updates

Four Work Elements

- Standards review
- Typologies and priorities
- Street realm guidance
- Policy recommendations



What is a Complete Street?

A Complete Street does not mean every street gets every possible feature. Instead, the design responds to the street's context, function, and users



(Source: National Complete Streets Coalition - Smart Growth America)



How the Design Guide Will Work

1. Identify context and function

- Context classes (downtown, neighborhood, etc.) paired with street function, not VDOT classification alone

2. Select typology and overlays

- Overlays for bike networks, transit, schools, freight corridors

3. Apply street-realm guidance

- Sidewalk, street, and intersection guidance with target values and typical sections

4. Resolve constraints

- Target, constrained, and minimum values keep tradeoffs documented and consistent



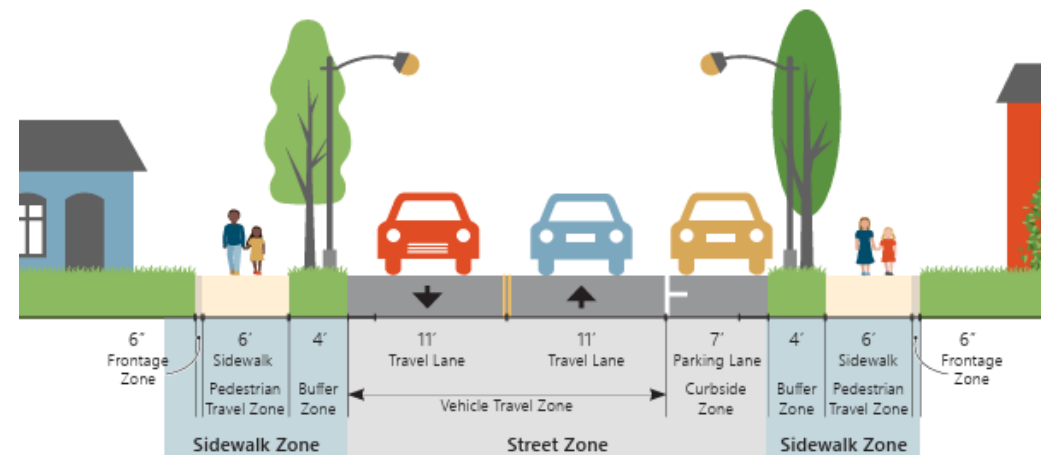
Expected Outcomes

• Deliverables

- Guide with illustrative cross-sections
- Draft DCSM and ordinance amendments

• What Success Looks Like

- Clearer typical sections, fewer waiver requests
- Guidance for retrofits, constrained right-of-way, resurfacing, and capital projects



(Source: Better Streets – City of Richmond)



Bicycle and Pedestrian Plan Update



Bicycle and Pedestrian Planning in Harrisonburg

- First plan in 1994, plan adopted in 2017
- Successes!
 - Paths: 5.8 miles added since 2017
 - Bicycle Lanes: 13 miles added since 2017
 - Sidewalks: key connections added
- Funded projects
 - Liberty Street Project
 - North Main Street sidewalk
 - Reservoir Street sidewalk



Focus of Plan update

- Connectivity
- Upgraded infrastructure types
 - Safer
 - Higher-comfort
- Updated prioritization
- Build momentum for mode shift



Safe Routes to School Plan



What is Safe Routes to School?

- A **comprehensive, community-based approach** that helps K–12 students walk, bike, and roll to school safely.

Physical
Improvements

Encouragement

Community
Involvement

Supportive
Policies

Monitoring and
Evaluation



Our Program

- Vision and Goals
 - Equitable and Sustainable Programming
 - Safe Streets
 - Safe & Healthy Behaviors
 - Supporting Culture
- Efforts/Accomplishments
 - Bike Walk & Roll to School Day Events
 - Walking School Buses
 - Bicycle Education Units
 - After-school and summer school programs
 - Funded sidewalk and crosswalk projects



Harrisonburg's Safe Routes to School Plan



10 schools • one consistent framework • school-level actions + citywide direction.



Public Engagement and Overall Process



Public Engagement

- **Round 1 - Fall 2026 - Values, Issues, Opportunities**
 - Questionnaire
 - Pop-up community events
 - Targeted briefings
 - Open house: Tuesday, November 17th (4:30-7pm, Lucy F. Simms Center)
- **Round 2 - Spring 2027 - Strategies and Priorities**
- Project website: www.safestreetshburg.com



Process and Next Steps

- Fall/Winter 2026 – Public Engagement, Data Evaluation
- Spring 2027 – Strategies and Priorities
- Summer 2027 – Plans Drafted
- September 2027 – Adoption of Plans





City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-355, **Version:** 1

Subject:

Presentation on Draft 2027 Legislative Agenda

Presented By: Brian Vandenberg

At the July 28 City Council meeting, staff presented an overview of the City's proposed legislative affairs strategy. One item of that strategy included creating a legislative agenda with Council's priorities for the upcoming General Assembly. Brian Vandenberg, Assistant to the City Manager, will present a draft agenda for Council to provide feedback on.



October 13, 2026 City Council Meeting

Title

Legislative Agenda Draft—Brian Vandenberg, City Manager's Office

Summary

At the July 28 City Council meeting, staff presented an overview of the City's legislative affairs program. Part of this included a timeline for adopting a legislative agenda outlining Council's priorities for the upcoming session of the General Assembly. Staff have worked internally and in coordination with respective state associations to put together a draft agenda for Council's review at this meeting. Upon receiving and incorporating feedback from Council, staff will finalize the legislative agenda and deliver it to Harrisonburg's state delegation.

Recommendation

No action needed, presentation only.

Fiscal Impact

N/A

Context & Analysis

At the July 28 City Council meeting, staff presented an overview of the City's legislative affairs program. Part of this included a timeline for adopting a legislative agenda outlining Council's priorities for the upcoming General Assembly. Since then, staff have worked internally and in coordination with respective state associations to put together a draft agenda. After Council provides feedback, staff will finalize and publish the agenda to deliver to Harrisonburg's state delegation.

A legislative agenda is a document comprised of priorities for elected leaders to focus on in the lawmaking process. In this case, the legislative agenda in question will be coming from City Council and is intended for the City's state delegation and members of committees relevant to the priorities laid out within the agenda.

There is not a one-size-fits-all design for legislative agendas but they do typically have some of the same elements, including policy principles, legislative priorities, and budget requests. Policy

principles are statements that explain governing philosophies or themes underscored throughout the legislative priorities. These are included to provide legislators with a high-level understanding of community desires so that they can know generally how to vote on legislation that may not be included in the list of priorities. Legislative priorities are key pieces of legislation a locality may want supported, opposed, or created. These priorities will include explanations for why they are important and should be advocated for. Budget requests are for specific programs or projects the City would like to be included as part of the state budget for which there is currently insufficient funding for.

Items in the legislative agenda draft are found below. They contain summaries that will be expanded upon prior to the final publishing of the agenda if supported by Council.

Policy Principles

Protect Local Authority

Virginia is a culturally, economically, and geographically diverse state. State policy should preserve local autonomy so cities, counties, and towns can respond to resident needs in ways that are relevant and cost-efficient. The City supports legislation that enables, rather than unnecessarily requires or prohibits, local action. Protecting local authority over revenue, land use, and other core functions is essential for effective governance.

Fund State Mandates

When the Commonwealth determines it is necessary to require localities to take on a new governmental function, it should provide sustainable funding to implement it. Any new unfunded or underfunded mandate constrains local budgets and makes providing essential services and advancing community priorities more challenging. State policy should fully account for costs related to implementation and ongoing operations.

Legislative Priorities

Public Sector Collective Bargaining

The City is in favor of maintaining the current status on collective bargaining by retaining local governing bodies' authority over establishing collective bargaining units. If this authority is removed from local governing bodies, The City is in favor of providing exemptions to localities that are highly fiscally stressed as determined by the Commission on Local Government. If exemptions are not granted to fiscally stressed localities, the City is in favor of local control to limit the scope of negotiations to salary and benefits.

Revisit "Housing Near Jobs"

The City is in favor of preserving local authority over zoning, including decisions of where and at what density housing may be constructed. Due to geographical and market constraints, if housing growth targets are established by the state, the City is in favor of combining independent cities with their directly adjacent counties to meet a shared growth target.

Support the Urban Public-Private Partnership Redevelopment Fund

On the books since 2000, the Urban Public-Private Partnership Redevelopment Fund is supposed to address the scarcity and costs of developable land in urban areas with grants and loans to local governments for site preparation and redevelopment. This resource should be funded, and the criteria defining non-monetary contribution match should be expansive to consider land, waived fees, and other incentives and in-kind contributions.

Assistance to Local Police Departments (HB 599)

Almost 70 percent of Virginians live in communities served by police departments. The State created a program of financial assistance to local police departments (HB 599) when it imposed an annexation moratorium on cities more than 30 years ago. It has increasingly de-emphasized this funding obligation as a priority but has never compromised on the annexation moratorium. The City calls for the state to honor its commitment to local governments and public safety by funding the program as stipulated in the Code of Virginia.

Children's Services Funding

Local governments administer the Children's Services Act (CSA) program on behalf of the state, and local governments share in the funding responsibilities with the state. Local governments have consistently supported efforts to contain costs for the program, particularly the private day special education program. The City opposes the capping of state funding responsibility for this and any other component of the CSA program, which shifts the funding burden for mandated services onto local governments.

Maintenance Payment Impacts from Roadway Reconfigurations

Revise Code of Virginia 33.2-319 (D)(i) so the last word reads "more" instead of "less". This change would allow the City to continue completing roadway reconfigurations without impact to the maintenance payments that are essential for keeping up the transportation infrastructure in the City. Without this change, or a similar revision to this code section, the City will need to make difficult choices going forward regarding whether to continue making low-cost safety changes or to forego such changes to keep the current level of maintenance payments.

Virginia Fire Program Fund Distribution

The City supports increasing the funding source for aid to localities from the current 1% to 2% on fire-related insurance policies. Virginia's fire services are severely underfunded, and the current distribution formula disparately impacts smaller rural communities that paradoxically need more

support than larger more populated jurisdictions. The City supports the legislature maintaining the current funding to larger jurisdictions using the current formula and concurrently directing additional funding to augment those communities receiving the current minimum level of funding.

Maintain ASAP Funding at the State

The Code of Virginia requires that individuals convicted of DUI enroll in, and successfully complete, an alcohol safety action program. The financial sustainability of the program, originally intended to be funded with client fee revenues, remains an open question. The Commonwealth should provide appropriate funding from its own resources and not shift responsibility for program administration without oversight to localities for this state-mandated program.

Budget Requests

Allocate funding to the City to implement a childcare facilities expansion grant program

Through community input, the City invested in expanding childcare capacity with federal ARPA dollars, adding approximately 200 seats at a cost of around \$3,000 each. With funding from the state, the City can replicate the success of the previous grant program and expand childcare access, routinely one of the highest priorities for residents.

Allocate funding to the City to construct a 5,000,000-gallon water storage tank

In 2025, Harrisonburg was the 2nd fastest growing municipality in Virginia. As the City grows, so does the demand for water. In times of drought or when there are strains on the Water Treatment Plant, stored water can greatly reduce the impact felt by residents and businesses and can protect critical infrastructure. A 5,000,000-gallon tank will support City growth as its long-term water projects come online over the next two decades.

Increase funding to the Virginia Homeless Solutions Program

Cities that predominantly invest in services for unhoused individuals subsidize the cost for surrounding jurisdictions of caring for this vulnerable population. Since opening the Navigation Center, Harrisonburg's unsheltered population has significantly fallen while the percentage of individuals coming from outside of the City to receive services has risen. By increasing funding to the Homeless Solutions Program, Harrisonburg will be able to better serve its residents while the region will have access to more resources to support their homeless residents.

Legislative Agenda Draft



Legislative Agenda Outline

Cover statement

- Policy principles

5 proactive asks

- Selected by matrix
- One-page issue briefs

2-5 budget requests

- Ranked, minimal description

Protect/oppose section

- Paragraphs each

Monitor section for awareness but not action



Policy Principles



Protect Local Authority

Virginia is a culturally, economically, and geographically diverse state. State policy should preserve local autonomy so cities, counties, and towns can respond to resident needs in ways that are relevant and cost-efficient. The City supports legislation that enables, rather than unnecessarily requires or prohibits, local action. Protecting local authority over revenue, land use, and other core functions is essential for effective governance.



Fund State Mandates

When the Commonwealth determines it is necessary to require localities to take on a new governmental function, it should provide sustainable funding to implement it. Any new unfunded or underfunded mandate constrains local budgets and makes providing essential services and advancing community priorities more challenging. State policy should fully account for costs related to implementation and ongoing operations.



Legislative Priorities



Public Sector Collective Bargaining

The City is in favor of maintaining the current status on collective bargaining by retaining local governing bodies' authority over establishing collective bargaining units.

Revisit “Housing Near Jobs”

Due to geographical and market constraints, if housing growth targets are established by the state, the City is in favor of combining independent cities with their directly adjacent counties to meet a shared growth target.



Urban Public-Private Partnership Redevelopment Fund

This resource should be funded, and the criteria defining non-monetary contribution match should be expansive to consider land, waived fees, and other incentives and in-kind contributions.

Assistance to Local Police Departments

The City calls for the state to honor its commitment to local governments and public safety by fully funding the HB599 program as stipulated in the Code of Virginia.



Children's Services Funding

The City opposes the capping of state funding responsibility for private day special education and any other component of the CSA program, which shifts the funding burden for mandated services onto local governments.

Maintenance Payment Impacts from Roadway Reconfigurations

A minor code revision would allow the City to continue completing roadway reconfigurations without impact to the maintenance payments that are essential for keeping up the transportation infrastructure in the City.



Virginia Fire Program Fund Distribution

The City supports maintaining the current funding to larger jurisdictions and concurrently directing additional funding to communities receiving the current minimum level of funding.

VASAP Funding

The Commonwealth should provide appropriate funding from its own resources and not shift responsibility for program administration and funding to localities for this state-mandated program.



Budget Requests



Budget Requests

- Childcare Facilities Expansion Grant Program
- Water Storage Tank
- Virginia Homeless Solutions Program



Next Steps

Receive feedback

Develop final Agenda for adoption

Deliver Agenda to Council and state legislators





City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: RES 26-009, **Version:** 1

Subject:

Consider adopting a resolution requesting the Harrisonburg Planning Commission to consider and make recommendations concerning proposed amendments to the Harrisonburg Zoning Ordinance, and any necessary and correlating amendments, to provide appropriate local zoning and land use requirements for businesses licensed by the Virginia Cannabis Control Authority

Presented By: Chris Brown, City Attorney

As part of the 2026 session of the General Assembly, the General Assembly enacted a biennium budget for the Commonwealth of Virginia and as part of this budget, the General Assembly adopted and the Governor signed into law various new sections of the Code of Virginia that permit the cultivation, processing, possession, sale, distribution, handling, transportation, consumption, use, advertising, and dispensing of marijuana and marijuana products. The actions of the General Assembly also prohibit localities from banning such uses. However, localities may adopt zoning and land use regulations by Ordinance for these uses.



October 13, 2026 City Council Meeting

Title

Consider adopting a resolution requesting the Harrisonburg Planning Commission to consider and make recommendations concerning proposed amendments to the Harrisonburg Zoning Ordinance, and any necessary and correlating amendments, to provide appropriate local zoning and land use requirements for businesses licensed by the Virginia Cannabis Control Authority—City Attorney Chris Brown

Summary

This resolution requests for City Council to request for the Planning Commission to provide recommendations concerning the proposed amendments. A full analysis of the necessary changes will be provided in staff's report to first to Planning Commission and then ultimately to City Council at the time proposed ordinances are presented.

Recommendation

Option 1- Adopt a resolution requesting the Harrisonburg Planning Commission to consider and make recommendations concerning proposed amendments to the Harrisonburg Zoning Ordinance, and any necessary and correlating amendments, to provide appropriate local zoning and land use requirements for businesses licensed by the Virginia Cannabis Control Authority

Fiscal Impact

No fiscal impact

Context & Analysis

As part of the 2026 session of the General Assembly, the General Assembly enacted a biennium budget for the Commonwealth of Virginia and as part of this budget, the General Assembly adopted and the Governor signed into law various new sections of the Code of Virginia that permit the cultivation, processing, possession, sale, distribution, handling, transportation, consumption, use, advertising, and dispensing of marijuana and marijuana products. The actions of the General Assembly also prohibit localities from banning such uses. However, localities may adopt zoning and land use regulations by Ordinance for these uses. The Virginia General Assembly has established a state-regulated retail marijuana marketplace. The Virginia Cannabis Control Authority (CCA) is responsible for licensing and oversight.

The CCA may, on and after February 1, 2027, begin accepting license applications for retail marijuana market uses. On and after May 1, 2027, the CCA may begin issuing licenses pursuant to the provisions of Va. Code 4.1-1000. The majority of licensing, criminal, and enforcement provisions take effect, and marijuana establishments may begin to sell marijuana and marijuana products on July 1, 2027.

In order to have the City's zoning ordinance amended in time for February 1, 2027, City Council must quickly take action through the presented resolution to request for changes to the zoning ordinance.

Options

Option 1- Adopt a resolution requesting the Harrisonburg Planning Commission to consider and make recommendations concerning proposed amendments to the Harrisonburg Zoning Ordinance, and any necessary and correlating amendments, to provide appropriate local zoning and land use requirements for businesses licensed by the Virginia Cannabis Control Authority

Option 2- Deny a resolution requesting the Harrisonburg Planning Commission to consider and make recommendations concerning proposed amendments to the Harrisonburg Zoning Ordinance, and any necessary and correlating amendments, to provide appropriate local zoning and land use requirements for businesses licensed by the Virginia Cannabis Control Authority

AN INITIATING RESOLUTION REQUESTING THE HARRISONBURG PLANNING COMMISSION TO CONSIDER AND MAKE RECOMMENDATIONS CONCERNING PROPOSED AMENDMENTS TO THE HARRISONBURG ZONING ORDINANCE, AND ANY NECESSARY AND CORRELATING AMENDMENTS, TO PROVIDE APPROPRIATE LOCAL ZONING AND LAND USE REQUIREMENTS FOR BUSINESSES LICENSED BY THE VIRGINIA CANNABIS CONTROL AUTHORITY

WHEREAS, in a special session the General Assembly enacted a biennium budget for the Commonwealth of Virginia; and

WHEREAS, as part of this budget, the General Assembly adopted and the Governor signed into law various new sections of the Code of Virginia that permit the cultivation, processing, possession, sale, distribution, handling, transportation, consumption, use, advertising, and dispensing of marijuana and marijuana products; and

WHEREAS, ensuring that the cultivation, processing, possession, sale, distribution, handling, transportation, consumption, use, advertising, and dispensing of marijuana and marijuana products occur under appropriate local zoning and land use requirements promotes public health, safety, and general welfare by minimizing negative impacts from these uses; and

WHEREAS, the public necessity, convenience, general welfare, and good zoning practice require amendments to the Harrisonburg Zoning Ordinance be considered by the Planning Commission and City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Harrisonburg Virginia, that the Planning Commission is hereby requested to consider and make recommendations to City Council concerning proposed amendments to the Harrisonburg Zoning Ordinance, and any necessary and correlating amendments, to provide appropriate local zoning and land use requirements for businesses licensed by the Virginia Cannabis Control Authority

Adopted: October 13, 2026

MAYOR

ATTEST:

CITY CLERK



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-364, **Version:** 1

Subject:

Proposed Residence Criteria and Proposed Regulations for Demographic Questions as Part of the 2030 Decennial Census

Presented By: Dany Fleming, Vice Mayor



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-357, **Version:** 1

Subject:

Appoint one delegate and one alternate for the NLC Annual Business meeting at the NLC City Summit in Nashville, TN on Friday, November 20, 2026 from 2:30 pm to 4:30 pm.

Presented By: Pamela Ulmer, City Clerk

Vice Mayor Fleming, Council Member Robinson and Council Member Alsaadun will be attending the conference.



City of Harrisonburg

City Hall
409 South Main Street
Harrisonburg, VA 22801

Legislation Text

File #: ID 26-362, **Version:** 1

Subject:

Closed Session as authorized by the Virginia Freedom of Information Act, Virginia Code Section 2.2-3711(A), under:

Subsection 3 for a discussion of the acquisition of real estate for a public purpose where the discussion in an open session would adversely affect the bargaining position or negotiating position of the public body, and

Subsection 8 for consultation with legal counsel on specific legal matters requiring the provision of legal advice by such counsel.

Presented By: Chris Brown, City Attorney