

Bluestone Town Center

RZ-_____
REZONING REQUEST PROFFER
(Conditions for this Rezoning Request)

Applicant:

THE HARRISONBURG REDEVELOPMENT & HOUSING AUTHORITY

Owners:

MARTHA CLARK BARBER AND OTHERS

Tax Map Nos. 115 B 1 and 115 B 4

1645 ERICKSON AVE

AREA = 46.33 ACRES

ZONED: B-2, R-1, and R-3

G S W INVESTORS

Tax Map No. 021 K 4

1781 S HIGH ST

AREA = 26.08 ACRES

ZONED: R3

COOK CREEK CHURCH OF BRETHREN CEMETERY

Tax Map No. 021 K 5

S DOGWOOD DR

AREA = 0.20 ACRES

ZONED: R3

WILLOW LANE PARTNERS

Tax Map No. 117 C 3

1010 GARBERS CHURCH RD

AREA = 17.14 ACRES

ZONED: R1

Dated: January 4, 2023 and revised January 13, 2023

**TO THE HONORABLE MAYOR AND MEMBERS OF
THE COUNCIL OF THE CITY OF HARRISONBURG**

Property Information

The Applicant and the Owners of the above-described parcels, totaling 89.75 acres (+/-) of land (the "Property"), have petitioned the of the City of Harrisonburg, Virginia (the "Council") for a rezoning to allow for the development of a specific project, identified as the Bluestone Town

Center (the “Project”), as specifically detailed in the Bluestone Town Center Master Plan dated January 4, 2023 and revised January 10, 2023 (the “Proposed Rezoning”).

Proffers

In furtherance of the Proposed Rezoning, the Applicant hereby proffers that in the event the Council shall approve the rezoning of the Property, from their varying current zoning districts to R-7 Medium Density Mixed Residential Planned Community District, then the Project shall be done in conformity with the terms and conditions as set forth herein, except to the extent that such terms and conditions may be subsequently amended or revised by the Applicant and such be approved by the Council in accordance with Virginia law. In the event that such rezoning is not granted, then these Proffers shall be deemed withdrawn and have no effect whatsoever. These Proffers shall be binding upon the Applicant, the Owners, and their legal successors or assigns. Any and all terms and conditions, accepted or binding upon the Property and Project, as a condition of accepting these Proffers, shall become void and have no subsequent effect. The Applicant hereby agrees that the Proposed Rezoning itself gives rise to the need for these Proffers, that the Proffers have a reasonable relation to the Proposed Rezoning, and that all conditions are in conformity with the City’s Comprehensive Plan.

The Applicant, who is acting on behalf of the Owners of the Property, hereby voluntarily proffers that, if the Council approves the rezoning, the Applicant and the Owners, or their successors and assigns, will provide the following during the Project:

1. ***Provision of Affordable Dwelling Units. Provision of Affordable Housing.*** Where the Master Plan indicates residential uses, the residential dwelling units within the Project are two-fold: a) for-purchase units; and b) rental units. The Project will incorporate affordable housing components as set forth below:
 - a. For-Purchase Units (single-family detached dwellings, manufactured homes, and townhouses):
 - i. Term: The For-Purchase Units affordability period shall only be upon the initial sale from the Developer to the initial homebuyer.
 - ii. Income Restrictions: 100% of the For-Purchase Units will be initially sold and restricted only to households with incomes between 80% and 120% of the Area Median Income (AMI), as established and updated regularly by the U.S. Department of Housing and Urban Development (HUD).
 - iii. Compliance and Monitoring: Upon request from the City, the Developer will provide certification of household income eligibility for all For-Purchase Unit sales.
 - b. Rental Units (multifamily and townhomes owned and leased by Harrisonburg Redevelopment & Housing Authority (HRHA) or similar entity):
 - i. Term: The Rental Units affordability period shall be thirty (30) years.
 - ii. Income Restrictions: 100% of units will be occupied by households whose incomes do not exceed 80% of AMI, based on income averaging.

- iii. Rent Restrictions: 100% of units will have affordable rents leased at the Low-Income Housing Tax Credit (LIHTC) maximum rents or below.
 - iv. Compliance and Monitoring: Projects awarded LIHTC should submit proof of compliance with Virginia Housing annually. Projects not awarded LIHTC must, upon request from the City, submit an equivalent format to a LIHTC Tenant Income Certification (TIC) for each unit annually during the 30-year term.
- c. Annual Construction:
- i. Beginning on the date of the (subject rezoning) application, the City shall not issue building permits for the construction of more than 100 dwelling units per year, on a cumulative basis, excluding senior housing. The City may review building permits that exceed 100 per each year but will not issue them.
 - ii. Compliance and Monitoring: Upon request from the City, the Developer will provide an accounting of the number of building permits pulled each year and how many building permits it can still pull in that year, which the City can also verify and control through issuance.

2. *Residential Units.*

- a. The maximum number of residential units in the Project will be Nine Hundred (900). The maximum number of multi-family units will be 450. The maximum number of townhouse units will be 350. The maximum number of single-family detached and/or manufactured home units will be 145.
- b. The Bluestone Town Center will implement an applicant preference system prioritizing residents who live or work in the City of Harrisonburg and Rockingham County. The property wait list uses a two-tiered admission preference system. This system gives applicant households that qualify for a preference an opportunity to be screened for eligibility ahead of applicants that do not have a preference. The admission preferences are a way of organizing the wait lists to address local housing issues and agency policy. Without admission preferences, applicant households on the wait list are organized only by the date and time stamp of their pre-application. Priorities and preferences for admission to Bluestone Town Center will be applied as follows: eligible applicants who live or work in the City of Harrisonburg or Rockingham County shall be given priority for occupancy over all other tenants. Developer reserves the option to provide additional preferences as determined to be necessary.

3. *Environmental Sustainability.*

- a. All Rental Units shall be initially constructed to meet EarthCraft, Enterprise® Green Communities, or LEED certification building standards.

- b. All For-Purchase manufactured homes will meet or exceed the then-current requirements for Fannie Mae MH Advantage or Freddie Mac CHOICEhome building standards, or any replacement program with requirements that are substantially similar at the time of initial sale.
- c. Solar panel systems will be incorporated on all multi-family housing buildings as a supplementary energy source.
- d. At least 6 electric vehicle (“EV”) charging stations will be constructed and maintained at various locations throughout the Project. The EV charging stations shall be “Level 2” equivalent or better technology at the time of construction.
- e. Compliance and Monitoring: Upon request from the City, the Developer will provide certification of the applicable building standard and solar panel system and EV charging station installations.
- f. Landscaping. The Project will contain various green space and common areas, such as, pocket parks, playgrounds, playing fields, and recreation areas. All residential units shall be within 1,000 feet of a green space and/or common area.

4. ***Impact fee***¹.

- a. In effort to mitigate the impact the Proposed Rezoning and the Project will have on the school systems and the surrounding communities, an impact fee of Fifty Thousand Dollars (\$50,000) per Rental Unit shall be paid the City of Harrisonburg (the “City”) upon the Rental Unit building receiving a certificate of occupancy for all of the units therein, on condition that the City loan \$40,000 per Rental Unit back to the Developer for further construction of the Project.
- b. The Developer shall make annual loan payments to the City and the City shall have a subordinate security interest in the Rental Units pursuant to loan agreements and deed of trust.
- c. Accordingly, the City will immediately retain \$10,000 per Rental Unit upon the issuance of the certificate of occupancy and be paid \$40,000 plus per Rental Unit over time. The Developer shall construct a minimum of 400 Rental Units over the life of the Project, ultimately yielding over \$20,000,000.00 to the City.
- d. Compliance and Monitoring: Upon request from the City, the Developer will certify and provide to the City the number of Rental Unit buildings completed, which the City can verify through issuance of certificates of occupancy.

¹ The Developer recognizes that this proffer is currently inconsistent with the City Code. However, the Developer believes that such an impact fee for school use is an important element of the Project, and such proffers are common throughout Virginia. Accordingly, this proffer will be subject to a zoning text amendment, and, upon approval of this Rezoning Application, the Developer will work with City staff to draft and implement such an amendment.

5. **Traffic and Transportation.** The Developer agrees to construct or cause to be constructed the following improvements:
- a. A southbound left turn lane, by restriping, at the Garbers Church Road entrance (Road J), with 100' taper and 100' storage.
 - b. A section of Road J between Garbers Church Road and Road A, a section of Road A between Road J and Hidden Creek Lane, and the entirety of Hidden Creek Lane, including all associated bicycle, pedestrian, and public transit facilities, and the small diameter roundabouts, both on and off site between Road A and South High Street shall be completed prior to the City issuing more than 150 certificates of occupancy for dwelling units within Phase 1. As part of the Hidden Creek Lane construction, the Developer will construct:
 1. A mid-block crosswalk to connect the shared use path on the north side of Hidden Creek Lane to the shared use path that parallels the Sunset Heights Branch of Cooks Creek. The shared use path on Hidden Creek Lane (extended) shall be adjusted to end at the midblock crosswalk and transition the off-road path to on-road bike lanes, on both sides of the street.
 2. New sidewalks along the south side of Hidden Creek Lane from the property line to the existing sidewalk along the frontage of the shopping center in accordance with the Street Improvement Agreement with the City.
 3. A small diameter roundabout at the intersection of Hidden Creek Lane and South Dogwood Drive, per design specifications provided by the City.
 - c. A traffic signal at Hidden Creek and South High Street, excluding the right turn lane recommended by the traffic impact analysis (TIA) study, will be completed prior to the City issuing more than 300 certificates of occupancy for dwelling units within the Development.
 - d. A section of Road A between Hidden Creek Lane and Erickson Avenue and a section of Road E between Hidden Creek Lane and Erickson Avenue, including bicycle, pedestrian, and public transit facilities, and all associated improvements and traffic signals prior to the City issuing more than 450 certificates of occupancy for dwelling units within the Development. As part of these improvements, the Developer will:
 1. Construct the entrance at Road A to Erickson Avenue as restricted to right turn in and right turn out only;

2. Construct improvements at Road E to Erickson Avenue, as described in the Street Improvement Agreement accompanying the rezoning application.
 3. Road E shall not be connected to Erickson Avenue until the improvements described in proffer 5.d. are completed.
- e. Shared use paths between the termination points of Roads C and J to connect with the existing Friendly City Trail prior to opening the respective Road sections to vehicular traffic.
 - f. Up to three bus stops within the Project, to include a pull off, concrete pads, shelters, and easements/right-of-way at locations acceptable to the Harrisonburg Department of Transportation (HDPT). HDPT has discretion during site engineering design to waive any requirement of this proffer, if they deem it necessary or appropriate.
 - g. Traffic and transportation improvements in accordance with the Street Improvement Agreement accompanying the rezoning application.

Consistent with the timing already set forth herein, these improvements will be phased and constructed in accordance with the mitigation need created by the construction of the development phases. All traffic improvements described above shall be completed prior to the City issuing more than 450 certificates of occupancy for dwelling units within the Development.

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Signature pages follow

IN WITNESS WHEREOF, the parties have executed this Rezoning Request Proffer as follows.

APPLICANT:

HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY

By: _____ (SEAL)
Michael G. Wong, Executive Director

COMMONWEALTH OF VIRGINIA
CITY OF HARRISONBURG

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael G. Wong, Executive Director of the Harrisonburg Redevelopment and Housing Authority, Applicant.

Notary Public

My commission expires: _____
Registration Number: _____

OWNERS:

MARTHA CLARK BARBER AND OTHERS

By: _____ (SEAL)

STATE/COMMONWEALTH OF _____
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, owner.

Notary Public

My commission expires: _____
Registration Number: _____

G S W INVESTORS

By: _____

Its: _____

STATE/Commonwealth of _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, _____ of G S W Investors.

Notary Public

My commission expires: _____

Registration Number: _____

COOK CREEK CHURCH OF BRETHREN CEMETERY

By: _____

Its: _____

STATE/Commonwealth of _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, _____ of Cook Creek Church of Brethren Cemetery.

Notary Public

My commission expires: _____

Registration Number: _____

WILLOW LANE PARTNERS

By: _____

Its: _____

STATE/Commonwealth of _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, Partner of Willow Lane Partners.

Notary Public

My commission expires: _____

Registration Number: _____