



# Harrisonburg Redevelopment & Housing Authority

P.O. BOX 1071 + HARRISONBURG, VA 22803

Phone/VTDD 540-434-7386 + Fax 540-432-1113

July 16, 2021

The Regular Meeting of the Harrisonburg Redevelopment and Housing Authority's Board of Commissioners will be held on **Wednesday, July 21, 2021 at 4:00 p.m.**, at the Municipal Building, City Council Chambers located at 409 South Main Street, Harrisonburg, Virginia.

Michael G. Wong  
Executive Director

Enclosures

EQUAL HOUSING OPPORTUNITY PROVIDER

HRHA provides reasonable accommodations to persons with disabilities consistent with the Section 504 Final Rule (24 CFR Part 8) and the Fair Housing Amendments Act

**AGENDA**  
**Regular Meeting**  
**July 21, 2021**

- I. Call to order and determination of quorum
- II. Review and Approval of Minutes
  - June 16, 2021
- III. Review and Approval Financial Statements
  - June 2021
- IV. Reports
  - A. Executive Director
    1. Public Comment
    2. Executive Director Response to Public Comment
    3. Fair Housing Decision
    4. Audit Bid Proposals
    5. Arts Council of the Valley-Court Square Lease
    6. Governance-Selection of a Vice Chair
  - B. Any New Business/ Old Business
    1. Strategic Initiatives Updates
      - Homeownership and Neighborhood Revitalization
      - Addressing Homelessness and Affordable Housing
      - Improving Organizational Efficiency and Effectiveness
  - C. Management Reports
    1. Housing Choice Voucher Management Report
    2. J.R. "Polly" Lineweaver/Lineweaver Annex Program Management Report
    3. Franklin Heights Program Management Report
    4. Commerce Village Management Report
    5. Family Self Sufficiency Management Report
    6. Financial Monthly Report & Quarterly Investment Update
    7. Complaints Monthly Report Update
  - D. Strategic Planning: Adjourn to City Hall Rm #11/12

## **MINUTES**

Regular Meeting  
June 16, 2021

The Regular Meeting of the Harrisonburg Redevelopment & Housing Authority Board of Commissioners was held on Wednesday June 16 at 4:00 p.m., at the City of Harrisonburg's Hall Chambers located at 409 South Main Street, Harrisonburg Virginia.

Those present were:

Dany Fleming, Chair  
Gil Colman, Commissioner  
Luciano Benjamin, Commissioner  
Kevin Coffman, Commissioner  
Christine Fasching Maphis, Commissioner

Also present were:

Michael G. Wong, Executive Director  
Melisa Michelsen, Attorney

The Regular Meeting was called to order and quorum declared present by Dany Fleming Chair. Chairperson Fleming noted that Vice Chair Forney recently tendered her resignation from the board. He expressed his thanks for her service.

Mr. Wong then presented the May 19<sup>th</sup> minutes for consideration of approval. After a period of discussion, Commissioner Fasching Maphis seconded by Commissioner Benjamin made the motion for approval. The motion was unanimously approved.

Mr. Wong then presented the May financials for consideration of approval. After a period of discussion, Commissioner Colman seconded by Commissioner Coffman made the motion for approval. The motion was unanimously approved.

Chairperson Fleming then opened the floor for general public comment. No public comment was received. Chairperson Fleming related of receipt of an email from the Mayor concerning grass at 315 Broad Street. He related of the Authority responding promptly to the concern. No other comments were received.

Mr. Wong then presented the Franklin Heights' resolution and affidavit for consideration of approval. He related the resolution affidavit authorizes himself to sign the necessary closing documents. Melisa Michelsen related of Franklin Heights LLC is a sole membership corporation which consists of the HRHA board including Mr. Wong. After a period of discussion, Commissioner Colman seconded by Commissioner Fasching Maphis made a motion approving the resolution and affidavit. The motion was unanimously approved.

Mr. Wong then presented an overview of the proposed MTW program activities, schedule for approval and implementation. He related of the different stakeholder engagement activities used to assist in developing the proposals. He stated of significant

support for the incentive base landlord and FSS activities. He expressed interest in receiving input from the Commissioners on the proposed activities. No action was taken on this agenda item.

Mr. Wong then provided a brief update and overview of the program initiatives and reports. Commissioner Colman seconded by Commissioner Coffman then made the motion to approve the management reports and adjourn to a strategic planning meeting. The motion was unanimously approved.

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Michael G. Wong  
Executive Director

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Dany Fleming  
Chair

**LOCAL COMMUNITY DEVELOPMENT (LCD)**  
Statement of Revenues, Expenses, and Changes in Fund Equity  
For the Month of June 2021

	Annual Budget	Monthly Budget	Total This Month	Actual To Date	Budget To Date	Over/(Under) To Date
<b>Receipts:</b>						
3410 HMIS COC Homelessness Grant-19	84,072.00	7,006.00	9,855.62	31,298.59	42,036.00	(10,737.41)
3410 VHSP-VA Hsg Solutions Prgm Grant	59,391.00	4,949.25	25,388.59	38,461.72	29,695.50	8,766.22
3410 COC Planning Grant Funds	21,161.00	1,763.42	0.00	0.00	10,580.50	(10,580.50)
3410 VHSP-COVID-19 ESO Grant	0.00	0.00	0.00	23,074.00	0.00	23,074.00
3610 Interest Income	0.00	0.00	8.85	56.16	0.00	56.16
3690 Developer's Fees/Other Income	130,000.00	10,833.33	0.00	0.00	65,000.00	(65,000.00)
3690 Admin. Fees	0.00	0.00	0.00	0.00	0.00	0.00
3690 Application Fees	15,000.00	1,250.00	0.00	7,500.00	7,500.00	0.00
3690 Lease Income	4,800.00	400.00	600.00	2,800.00	2,400.00	400.00
3690 Management Fees-CV	10,000.00	833.33	951.11	5,496.48	5,000.00	496.48
3690 BPort Net Receipts	187,590.00	15,632.50	13,843.13	93,747.86	93,795.00	(47.14)
3690 Lineweaver Apts. Net Receipts	378,740.00	31,561.67	32,019.77	188,900.81	189,370.00	(469.19)
Total Receipts	890,754.00	74,229.50	82,667.07	391,335.62	445,377.00	(54,041.38)
<b>Expenses:</b>						
<b>Administration</b>						
4110 Adm Salaries	136,850.00	11,404.17	6,987.57	58,197.03	68,425.00	(10,227.97)
4540 Adm Benefits	41,900.00	3,491.67	1,676.55	12,294.34	20,950.00	(8,655.66)
4130 Legal Expense	5,000.00	416.67	966.00	10,487.40	2,500.00	7,987.40
4140 Staff Training	3,000.00	250.00	545.00	1,733.99	1,500.00	233.99
4150 Travel	5,000.00	416.67	2,802.54	4,802.54	2,500.00	2,302.54
4171 Auditing Fees	4,000.00	333.33	0.00	0.00	2,000.00	(2,000.00)
4190 Sundry-Admin. Exp.	22,400.00	1,866.67	1,051.32	11,546.35	11,200.00	346.35
4190 VHSP-COVID-19 ESO Grant	0.00	0.00	0.00	23,074.00	0.00	23,074.00
4190 VHSP-VA Hsg Solutions Prgm Grant	59,391.00	4,949.25	11,831.70	38,461.72	29,695.50	8,766.22
4190 VHDA COC COVID-19 Grant	0.00	0.00	0.00	0.00	0.00	0.00
4190 COC Planning Grant Funds	21,161.00	1,763.42	0.00	0.00	10,580.50	(10,580.50)
4190 HMIS Match for Grant Funds	10,000.00	833.33	146.42	6,814.23	5,000.00	1,814.23
4190 Community Donations (OpDr/COC, etc)	15,000.00	1,250.00	0.00	10,000.00	7,500.00	2,500.00
4190 HMIS Homeless Assistance-19	84,072.00	7,006.00	4,635.19	31,298.59	42,036.00	(10,737.41)
Total Administration	407,774.00	33,981.17	30,642.29	208,710.19	203,887.00	4,823.19
<b>Utilities</b>						
4310 Water-CST	0.00	0.00	(30.51)	175.65	0.00	175.65
4320 Electric includes CST	3,200.00	266.67	261.31	928.99	1,600.00	(671.01)
4330 Gas includes CST	1,800.00	150.00	1.12	97.55	900.00	(802.45)
4390 Sewer-CST	0.00	0.00	82.59	399.49	0.00	399.49
Total Utilities	5,000.00	416.67	314.51	1,601.68	2,500.00	(898.32)
<b>Maintenance</b>						
4410 Maintenance Salaries	35,575.00	2,964.58	2,620.75	15,079.76	17,787.50	(2,707.74)
4540 Maintenance Benefits	9,600.00	800.00	665.78	3,694.88	4,800.00	(1,105.12)
4420 Materials	4,000.00	333.33	251.84	2,377.43	2,000.00	377.43
4430 Contract Costs	6,000.00	500.00	1,574.46	5,129.63	3,000.00	2,129.63
Total Maintenance	55,175.00	4,597.92	5,112.83	26,281.70	27,587.50	(1,305.80)
<b>General</b>						
4510 Insurance	8,600.00	716.67	594.07	4,534.14	4,300.00	234.14
4570 Collection Loss/Bad Debt Expense	0.00	0.00	0.00	0.00	0.00	0.00
4580 Real Estate Taxes (CST)	6,000.00	500.00	3,471.33	3,471.33	3,000.00	471.33
4000 Bport Expenses	34,600.00	2,883.33	2,575.36	18,497.28	17,300.00	1,197.28
4000 Lineweaver Apartments Expenses	373,590.00	31,132.50	22,299.89	168,813.50	186,795.00	(17,981.50)
Total General	422,790.00	35,232.50	28,940.65	195,316.25	211,395.00	(16,078.75)
<b>TOTAL EXPENSES</b>	<b>890,739.00</b>	<b>74,228.25</b>	<b>65,010.28</b>	<b>431,909.82</b>	<b>445,369.50</b>	<b>(13,459.68)</b>
<b>TOTAL RECEIPTS TO DATE</b>						<b>391,335.62</b>
<b>TOTAL EXPENSES TO DATE</b>						<b>431,909.82</b>
<b>TOTAL RECEIPTS LESS TOTAL EXPENSES TO DATE-Income/Loss</b>						<b>(40,574.20)</b>

Michael G. Wong, Executive Director

Date

1/13/2021

**LINEWEAVER ANNEX APARTMENTS**  
Statement of Revenues, Expenses, and Changes in Fund Equity  
Attachment A  
For the Month of June 2021

	Annual Budget	Monthly Budget	Total This Month	Actual To Date	Budget To Date	Over/(Under) To Date
<b>Receipts:</b>						
3110 Rental Income	222,264.00	18,522.00	16,879.00	101,507.31	111,132.00	(9,624.69)
3410 HAP Funding	148,176.00	12,348.00	14,476.00	83,975.00	74,088.00	9,887.00
3690 Other Income-Laundry	3,800.00	316.67	279.50	1,884.23	1,900.00	(15.77)
3690 Other Income-Late fees,workordr	4,500.00	375.00	385.27	1,534.27	2,250.00	(715.73)
<b>Total Receipts</b>	<b>378,740.00</b>	<b>31,561.67</b>	<b>32,019.77</b>	<b>188,900.81</b>	<b>189,370.00</b>	<b>(469.19)</b>
<b>Expenses:</b>						
<b>Administration:</b>						
4110 Adm Salaries	81,300.00	6,775.00	6,104.76	34,856.48	40,650.00	(5,793.52)
4540 Adm Benefits	23,650.00	1,970.83	1,915.83	10,508.04	11,825.00	(1,316.96)
4130 Legal Fees	1,000.00	83.33	0.00	3,311.50	500.00	2,811.50
4140 Staff Training	1,000.00	83.33	120.00	120.00	500.00	(380.00)
4150 Travel	1,000.00	83.33	0.00	0.00	500.00	(500.00)
4171 Auditing	1,200.00	100.00	0.00	0.00	600.00	(600.00)
4190 Sundry	15,300.00	1,275.00	397.34	5,984.92	7,650.00	(1,665.08)
<b>Total Administration</b>	<b>124,450.00</b>	<b>10,370.83</b>	<b>8,537.93</b>	<b>54,780.94</b>	<b>62,225.00</b>	<b>(7,444.06)</b>
<b>Tenant Services:</b>						
4240 Tenant Services-Other	1,000.00	83.33	0.00	13.24	500.00	(486.76)
<b>Total Tenant Serv.</b>	<b>1,000.00</b>	<b>83.33</b>	<b>0.00</b>	<b>13.24</b>	<b>500.00</b>	<b>(486.76)</b>
<b>Utilities:</b>						
4310 Water	8,300.00	691.67	803.97	5,051.78	4,150.00	901.78
4320 Electricity	60,000.00	5,000.00	3,653.29	32,405.26	30,000.00	2,405.26
4390 Sewer	23,970.00	1,997.50	1,698.60	11,714.40	11,985.00	(270.60)
<b>Total Utilities</b>	<b>92,270.00</b>	<b>7,689.17</b>	<b>6,155.86</b>	<b>49,171.44</b>	<b>46,135.00</b>	<b>3,036.44</b>
<b>Maintenance:</b>						
4410 Maintenance Salaries	54,350.00	4,529.17	4,378.00	26,229.61	27,175.00	(945.39)
4540 Maintenance Benefits	15,850.00	1,320.83	915.60	5,230.77	7,925.00	(2,694.23)
4420 Materials	18,000.00	1,500.00	931.02	5,522.61	9,000.00	(3,477.39)
4430 Contract Costs	50,000.00	4,166.67	659.13	23,642.61	25,000.00	(1,357.39)
<b>Total Maintenance</b>	<b>138,200.00</b>	<b>11,516.67</b>	<b>6,883.75</b>	<b>60,625.60</b>	<b>69,100.00</b>	<b>(8,474.40)</b>
<b>General Expenses:</b>						
4510 Insurance Expenses	7,670.00	639.17	722.35	4,222.28	3,835.00	387.28
4570 Collection Loss	10,000.00	833.33	0.00	0.00	5,000.00	(5,000.00)
<b>Total General Exp.</b>	<b>17,670.00</b>	<b>1,472.50</b>	<b>722.35</b>	<b>4,222.28</b>	<b>8,835.00</b>	<b>(4,612.72)</b>
<b>TOTAL EXPENSES</b>	<b>373,590.00</b>	<b>31,132.50</b>	<b>22,299.89</b>	<b>168,813.50</b>	<b>186,795.00</b>	<b>(17,981.50)</b>
<b>TOTAL RECEIPTS TO DATE</b>						<b>188,900.81</b>
<b>TOTAL EXPENSES TO DATE</b>						<b>168,813.50</b>
<b>TOTAL RECEIPTS LESS TOTAL EXPENSES TO DATE-Income/Loss</b>						<b>20,087.31</b>

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT  
TO THE BEST OF MY KNOWLEDGE AND BELIEF

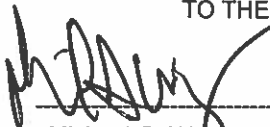
  
Lisa Benasher, Lineweaver Manager

7-14-21  
Date

**BRIDGEPORT COMPLEX**  
Statement of Revenues, Expenses, and Changes in Fund Equity  
Attachment B  
For the Month of June 2021

	Annual Budget	Monthly Budget	Total This Month	Actual To Date	Budget To Date	Over/(Under) To Date
<b>Receipts:</b>						
3690 Rental Income	187,590.00	15,632.50	13,843.13	93,747.86	93,795.00	(47.14)
3690 Other Income	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	187,590.00	15,632.50	13,843.13	93,747.86	93,795.00	(47.14)
<b>Expenses:</b>						
<b>Operations</b>						
4130 Legal Expenses	1,000.00	83.33	0.00	0.00	500.00	(500.00)
4190-Sundry-Phone	600.00	50.00	42.62	254.97	300.00	(45.03)
Total Op. Expenses	1,600.00	133.33	42.62	254.97	800.00	(545.03)
<b>Utilities:</b>						
4310 Water	1,200.00	100.00	318.00	318.00	600.00	(282.00)
4320 Electricity	0.00	0.00	0.00	0.00	0.00	0.00
4330 Gas	0.00	0.00	0.00	0.00	0.00	0.00
4310 Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Total Utilities	1,200.00	100.00	318.00	318.00	600.00	(282.00)
<b>Maintenance:</b>						
4420 Materials	3,000.00	250.00	0.00	802.50	1,500.00	(697.50)
4430 Contract Costs	12,000.00	1,000.00	767.20	8,534.26	6,000.00	2,534.26
Total Maintenance	15,000.00	1,250.00	767.20	9,336.76	7,500.00	1,836.76
<b>General Expenses:</b>						
4510 Insurance Expenses	0.00	0.00	0.00	0.00	0.00	0.00
4580 Interst Expense	16,800.00	1,400.00	1,447.54	8,587.55	8,400.00	187.55
Total General Exp.	16,800.00	1,400.00	1,447.54	8,587.55	8,400.00	187.55
<b>TOTAL EXPENSES</b>	<b>34,600.00</b>	<b>2,883.33</b>	<b>2,575.36</b>	<b>18,497.28</b>	<b>17,300.00</b>	<b>1,197.28</b>
<b>TOTAL RECEIPTS TO DATE</b>						<b>93,747.86</b>
<b>TOTAL EXPENSES TO DATE</b>						<b>18,497.28</b>
<b>TOTAL RECEIPTS LESS TOTAL EXPENSES TO DATE-Income/Loss</b>						<b>75,250.58</b>

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT  
TO THE BEST OF MY KNOWLEDGE AND BELIEF

  
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Michael G. Wong  
Executive Director

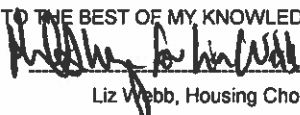
  
\_\_\_\_\_  
Date

Please note: A principal payment to Bank of the James was made in the amount of \$2,201.42 for a total of \$10,900.68 for this fiscal year.

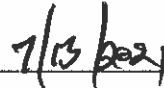
**Housing Choice Voucher Program (HCV)**  
Statement of Revenues, Expenses, and Changes in Fund Equity  
For the Month of June 2021

	Annual Budget	Monthly Budget	Total This Month	Actual To Date	Budget To Date	Over/(Under) To Date
<b>Receipts</b>						
3300RC Adm-Fraud/Abuse/Set Off Del	7,000.00	583.33	0.00	1,414.27	3,500.00	(2,085.73)
3300RC HAP-Fraud/Abuse/Set Off Del	7,000.00	583.33	0.00	1,414.28	3,500.00	(2,085.72)
3300 FSS Fort.	2,000.00	166.67	3,928.28	4,846.10	1,000.00	3,846.10
3300 Portability Fee Income	0.00	0.00	0.00	0.00	0.00	0.00
3610 Interest-HAP	0.00	0.00	0.00	0.00	0.00	0.00
3610 Interest-Adm	0.00	0.00	0.00	0.00	0.00	0.00
3410 HCV FSS Grant Funds	35,103.00	2,925.25	2,925.25	17,551.50	17,551.50	0.00
3410 HCV HAP Payment-Adm Fees	531,060.00	44,255.00	41,580.00	360,486.93	265,530.00	94,956.93
3410 HCV HAP Payment-HAP Fees	5,933,400.00	494,450.00	466,096.00	2,598,986.00	2,966,700.00	(367,714.00)
Total Receipts	6,515,563.00	542,963.58	514,529.53	2,984,699.08	3,257,781.50	(273,082.42)
<b>Expenses</b>						
<b>Administration</b>						
4110 Adm Salaries	312,023.00	26,001.92	25,570.19	163,612.48	156,011.50	7,600.98
4110 FSS Salaries (grant portion)	35,103.00	2,925.25	2,925.25	17,551.50	17,551.50	0.00
4540 Adm/FSS Benefits	103,200.00	8,600.00	9,758.84	54,574.13	51,600.00	2,974.13
4130 Legal Fees	5,000.00	416.67	0.00	1,285.50	2,500.00	(1,214.50)
4140 Staff Training	5,000.00	416.67	0.00	2,164.99	2,500.00	(335.01)
4150 Travel	5,000.00	416.67	0.00	0.00	2,500.00	(2,500.00)
4171 Auditing Fees	6,940.00	578.33	0.00	0.00	3,470.00	(3,470.00)
4190 Sundry/Rent & Utility Adj	60,000.00	5,000.00	7,000.38	69,700.81	30,000.00	39,700.81
4190.2 Portability Fees	5,000.00	416.67	160.84	853.84	2,500.00	(1,646.16)
4190.4 LL Incentives-CARES Act	0.00	0.00	1,750.00	12,500.00	0.00	12,500.00
Total Administration	537,266.00	44,772.17	47,165.50	322,243.25	268,633.00	53,610.25
<b>Utilities</b>						
4310 Water	0.00	0.00	0.00	0.00	0.00	0.00
4320 Electric	4,000.00	333.33	302.02	2,449.11	2,000.00	449.11
4330 Gas	2,000.00	166.67	43.65	1,726.58	1,000.00	726.58
4390 Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Total Utilities	6,000.00	500.00	345.67	4,175.69	3,000.00	1,175.69
<b>Maintenance</b>						
4420 Maintenance Salaries	0.00	0.00	0.00	0.00	0.00	0.00
4540 Maintenance Benefits	0.00	0.00	0.00	0.00	0.00	0.00
4420 Materials	0.00	0.00	0.00	0.00	0.00	0.00
4430 Contract Costs (Unit Inspections)	0.00	0.00	0.00	0.00	0.00	0.00
Total Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
<b>General</b>						
4510 Insurance	7,700.00	856.33	599.17	3,614.98	5,137.98	(1,523.00)
4570 Collection Loss	0.00	0.00	0.00	0.00	0.00	0.00
4715 HAP Portability In	0.00	0.00	0.00	0.00	0.00	0.00
Total	7,700.00	856.33	599.17	3,614.98	5,137.98	(1,523.00)
<b>Total Expenses (excluding HAP)</b>	<b>550,966.00</b>	<b>46,128.50</b>	<b>48,110.34</b>	<b>330,033.92</b>	<b>276,770.98</b>	<b>53,262.94</b>
4715 HAP	5,942,400.00	495,200.00	480,138.00	2,844,161.00	2,971,200.00	(127,039.00)
4715 UAP	0.00	0.00	9,402.00	64,660.00	0.00	64,660.00
4718 FSS Escrow	0.00	0.00	5,029.00	33,064.00	0.00	33,064.00
<b>HAP Total</b>	<b>5,942,400.00</b>	<b>495,200.00</b>	<b>494,569.00</b>	<b>2,941,885.00</b>	<b>2,971,200.00</b>	<b>(29,315.00)</b>
<b>Total Expenses</b>	<b>6,493,366.00</b>	<b>541,328.50</b>	<b>542,679.34</b>	<b>3,271,918.92</b>	<b>3,247,970.98</b>	<b>23,947.94</b>
<b>TOTAL RECEIPTS TO DATE</b>						2,984,699.08
<b>TOTAL EXPENSES TO DATE</b>						3,271,918.92
<b>TOTAL RECEIPTS LESS TOTAL EXPENSES TO DATE-Net Income/Loss</b>						(287,219.84)
					Adm Funds	49,418.78
					HAP Funds	(336,638.62)

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT  
TO THE BEST OF MY KNOWLEDGE AND BELIEF

  
Liz Webb, Housing Choice Voucher Mgr

Date

  
7/13/2021

12/31/2020 HCV HUD Held Reserve \$381,406 and MS% HUD Held Reserve \$266,945  
3/30/2021 HCV FY2021 Renewal Funding \$5,787,538



**J. R. "POLLY" LINEWEAVER (JRL)**  
**Statement of Revenues, Expenses, and Changes in Fund Equity**  
**For the Month of June 2021**

	Annual Budget	Monthly Budget	Total This Month	Actual To Date	Budget To Date	Over/(Under) To Date
<b>Receipts:</b>						
3110 Dwelling Rent	184,248.00	15,354.00	16,008.76	89,785.41	92,124.00	(2,338.59)
3410 HAP Funding	276,372.00	23,031.00	22,115.00	127,589.00	138,186.00	(10,597.00)
<b>3410 Service Coord Grant-2020</b>	<b>67,105.00</b>	<b>5,592.08</b>	<b>864.06</b>	<b>6,211.91</b>	<b>33,552.50</b>	<b>(27,340.59)</b>
3690 Other Income-Laundry	3,800.00	316.67	284.59	1,889.39	1,900.00	(10.61)
3690 Other Income-Late fees,w/orders	12,000.00	1,000.00	105.00	2,269.00	6,000.00	(3,731.00)
<b>Total Receipts</b>	<b>543,525.00</b>	<b>45,293.75</b>	<b>39,377.41</b>	<b>227,744.71</b>	<b>271,762.50</b>	<b>(44,017.79)</b>
<b>Expenses:</b>						
<b>Administration</b>						
4110 Adm Salaries	50,955.00	4,246.25	3,770.34	20,850.04	25,477.50	(4,627.46)
4540 Adm Benefits	17,800.00	1,483.33	1,301.04	7,039.85	8,900.00	(1,860.15)
4130 Legal Fees	0.00	0.00	0.00	895.15	0.00	895.15
4140 Staff Training	0.00	0.00	0.00	0.00	0.00	0.00
4150 Travel	0.00	0.00	0.00	0.00	0.00	0.00
4171 Auditing Fees	1,200.00	100.00	0.00	0.00	600.00	(600.00)
4190 Sundry	7,500.00	625.00	410.35	6,371.84	3,750.00	2,621.84
<b>Total Administration</b>	<b>77,455.00</b>	<b>6,454.58</b>	<b>5,481.73</b>	<b>35,156.88</b>	<b>38,727.50</b>	<b>(3,570.62)</b>
<b>Tenant Services:</b>						
<b>4220-40 Service Coord Grant-2019</b>	<b>67,105.00</b>	<b>5,592.08</b>	<b>9,325.88</b>	<b>23,816.12</b>	<b>33,552.50</b>	<b>(9,736.38)</b>
4230 Tenant Services-Other	1,000.00	83.33	0.00	13.23	500.00	(486.77)
<b>Total Tenant Serv.</b>	<b>68,105.00</b>	<b>5,675.42</b>	<b>9,325.88</b>	<b>23,829.35</b>	<b>34,052.50</b>	<b>(10,223.15)</b>
<b>Utilities:</b>						
4310 Water	8,000.00	666.67	774.51	4,167.06	4,000.00	167.06
4320 Electric	65,000.00	5,416.67	3,363.79	34,867.00	32,500.00	2,367.00
4390 Sewer	25,000.00	2,083.33	1,755.22	10,531.32	12,500.00	(1,968.68)
<b>Total Utilities</b>	<b>98,000.00</b>	<b>8,166.67</b>	<b>5,893.52</b>	<b>49,565.38</b>	<b>49,000.00</b>	<b>565.38</b>
<b>Maintenance:</b>						
4410 Maintenance Salaries	40,740.00	3,395.00	3,333.48	19,763.10	20,370.00	(606.90)
4540 Maintenance Benefits	10,020.00	835.00	622.19	3,527.55	5,010.00	(1,482.45)
4420 Materials	12,000.00	1,000.00	319.95	7,221.56	6,000.00	1,221.56
4430 Contract	41,000.00	3,416.67	737.63	24,930.06	20,500.00	4,430.06
<b>Total Maintenance</b>	<b>103,760.00</b>	<b>8,646.67</b>	<b>5,013.25</b>	<b>55,442.27</b>	<b>51,880.00</b>	<b>3,562.27</b>
<b>General:</b>						
4510 Insurance	8,500.00	708.33	836.19	5,035.07	4,250.00	785.07
4570 Collection Loss	0.00	0.00	0.00	0.00	0.00	0.00
4580 United Bank/VCC Interest	36,575.00	3,047.92	3,180.73	19,312.63	18,287.50	1,025.13
<b>Total General</b>	<b>45,075.00</b>	<b>3,756.25</b>	<b>4,016.92</b>	<b>24,347.70</b>	<b>22,537.50</b>	<b>1,810.20</b>
<b>TOTAL EXPENSES</b>	<b>392,395.00</b>	<b>32,699.58</b>	<b>29,731.30</b>	<b>188,341.58</b>	<b>196,197.50</b>	<b>(7,855.92)</b>
<b>TOTAL RECEIPTS TO DATE</b>						<b>227,744.71</b>
<b>TOTAL EXPENSES TO DATE</b>						<b>188,341.58</b>
<b>TOTAL RECEIPTS LESS TOTAL EXPENSES TO DATE-Income/Loss</b>						<b>39,403.13</b>

I CERTIFY THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

  
 Lisa Benasher, Lineweaver Manager

7-14-2021  
 Date

**Please note:** A principal payment to United Bank was made in the amount of \$6,871.50 a total of \$41,308.78 for this fiscal year and a principlny payment to Virginia Community Capital in the amount of \$5,546.50 for a total of \$32,970.97 for this fiscal year.

**FRANKLIN HEIGHTS, LLC**  
**Statement of Revenues, Expenses, and Changes in Fund Equity**  
**For the Month of June 2021**

	Annual Budget	Monthly Budget	Total This Month	Actual To Date	Budget To Date	Over/(Under) To Date
<b>Receipts:</b>						
3110 Dwelling Rent	374,025.00	31,168.75	29,559.92	168,447.12	187,012.50	(18,565.38)
3410 HAP Funding	1,122,066.00	93,505.50	99,129.00	590,286.00	561,033.00	29,253.00
3610 Interest Income	900.00	75.00	45.21	262.47	450.00	(187.53)
3690 Other Income-Late fees, etc.	20,000.00	1,666.67	2,089.00	15,445.00	10,000.00	5,445.00
3410 Other Receipts-CDBG Funds	164,000.00	13,666.67	0.00	74,000.00	82,000.00	(8,000.00)
<b>Total Receipts</b>	<b>1,680,991.00</b>	<b>140,082.58</b>	<b>130,823.13</b>	<b>848,440.59</b>	<b>840,495.50</b>	<b>7,945.09</b>
<b>Expenses:</b>						
<b>Administration</b>						
4110 Adm Salaries	227,580.00	18,965.00	13,867.98	76,467.71	113,790.00	(37,322.29)
4540 Adm Benefits	69,475.00	5,789.58	4,459.07	24,183.36	34,737.50	(10,554.14)
4130 Legal Fees	1,000.00	83.33	0.00	1,000.00	500.00	500.00
4140 Staff Training	1,000.00	83.33	329.00	428.00	500.00	(72.00)
4150 Travel	1,500.00	125.00	0.00	0.00	750.00	(750.00)
4171 Auditing Fees	1,800.00	150.00	0.00	0.00	900.00	(900.00)
4190 Sundry	35,000.00	2,916.67	638.52	14,106.19	17,500.00	(3,393.81)
4190 CDBG Down Payment Assistance Program	24,000.00	2,000.00	4,000.00	8,000.00	12,000.00	(4,000.00)
<b>Total Administration</b>	<b>361,355.00</b>	<b>30,112.92</b>	<b>23,294.57</b>	<b>124,185.26</b>	<b>180,677.50</b>	<b>(56,492.24)</b>
<b>Tenant Services</b>						
4240 Tenant Services-Recreation	1,000.00	83.33	75.39	297.11	500.00	(202.89)
<b>Total Tenant Services</b>	<b>1,000.00</b>	<b>83.33</b>	<b>75.39</b>	<b>297.11</b>	<b>500.00</b>	<b>(202.89)</b>
<b>Utilities</b>						
4310 Water	0.00	0.00	811.43	(630.58)	0.00	(630.58)
4320 Electric	10,000.00	833.33	512.32	3,589.03	5,000.00	(1,410.97)
4330 Gas	2,000.00	166.67	12.08	60.74	1,000.00	(939.26)
4390 Sewer	0.00	0.00	0.72	(1,704.70)	0.00	(1,704.70)
<b>Total Utilities</b>	<b>12,000.00</b>	<b>1,000.00</b>	<b>1,336.55</b>	<b>1,314.49</b>	<b>6,000.00</b>	<b>(4,685.51)</b>
<b>Maintenance</b>						
4410 Maintenance Salaries	113,386.00	9,448.83	9,073.91	53,393.35	56,693.00	(3,299.65)
4540 Maintenance Benefits	37,410.00	3,117.50	2,230.38	12,412.76	18,705.00	(6,292.24)
4420 Materials	40,000.00	3,333.33	2,503.46	16,592.91	20,000.00	(3,407.09)
4430 Contract	75,000.00	6,250.00	2,306.57	28,342.69	37,500.00	(9,157.31)
<b>Total Maintenance</b>	<b>265,796.00</b>	<b>22,149.67</b>	<b>16,114.32</b>	<b>110,741.71</b>	<b>132,898.00</b>	<b>(22,156.29)</b>
<b>General</b>						
4510 Insurance	25,000.00	2,083.33	1,971.84	11,896.82	12,500.00	(603.18)
4570 Collection Loss	15,000.00	1,250.00	0.00	0.00	7,500.00	(7,500.00)
4590 Real Estate Taxes	25,000.00	2,083.33	12,288.20	12,288.20	12,500.00	(211.80)
4580 Interest Expense-HHR	84,600.00	7,050.00	0.00	42,300.00	42,300.00	0.00
4580 Interest Expense-FH	111,625.00	9,302.08	0.00	55,812.50	55,812.50	0.00
4580 Interest Expense-FORK(UB)	25,544.00	2,128.67	1,964.21	11,729.16	12,772.00	(1,042.84)
4580 Interest Expense-FORK(Seller Fin)	38,991.00	3,249.25	6,543.86	19,894.59	19,495.50	399.09
<b>Total General</b>	<b>325,760.00</b>	<b>27,146.67</b>	<b>22,768.11</b>	<b>153,921.27</b>	<b>162,880.00</b>	<b>(8,958.73)</b>
<b>TOTAL EXPENSES</b>	<b>965,911.00</b>	<b>80,492.58</b>	<b>63,588.94</b>	<b>390,459.84</b>	<b>482,955.50</b>	<b>(92,495.66)</b>
<b>TOTAL RECEIPTS TO DATE</b>						<b>848,440.59</b>
<b>TOTAL EXPENSES TO DATE</b>						<b>390,459.84</b>
<b>TOTAL RECEIPTS LESS TOTAL EXPENSES TO DATE-Net Income/Loss</b>						<b>457,980.75</b>

I CERTIFY THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

Nehemias Velez, FH Manager

Date

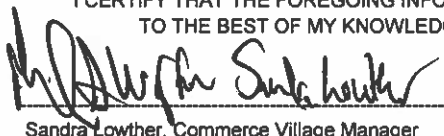
Please note P/I payments below:

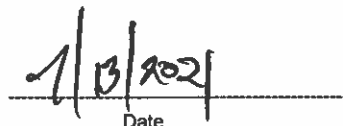
	Debt Pymts Due	Debt Pymts YTD	Debt Pymts Outstanding	
HHR 2006/14 Go Bond Payment	219,600	42,300	177,300	135000
FH 2009/11 Go Bond Payment	446,625	55,813	390,813	335000
United Bank-Forkovitch Units	81,516	40,758	40,758	55972
Seller Financed-Forkovitch Family	102,948	51,474	51,474	63957
<b>Total</b>	<b>850,689</b>	<b>190,345</b>	<b>660,345</b>	

**COMMERCE VILLAGE LLC (CVO)**  
**Statement of Revenues, Expenses, and Changes in Fund Equity**  
**For the Month of June 2021**

	Annual Budget	Monthly Budget	Total This Month	Actual To Date	Budget To Date	Over/(Under) To Date
<b>Receipts:</b>						
3110 Rental Income	102,224.00	8,518.67	8,455.00	48,361.00	51,112.00	(2,751.00)
3410 HAP Funding	102,224.00	8,518.67	9,627.00	56,135.00	51,112.00	5,023.00
3610 Interest (Replacement&Operatir	400.00	33.33	2.17	20.18	200.00	(179.82)
3690 Other Income-Laundry&Donatio	2,000.00	166.67	140.50	771.52	1,000.00	(228.48)
3690 Other Inc-Late fees,workorders	3,000.00	250.00	(303.26)	784.74	1,500.00	(715.26)
Total Receipts	209,848.00	17,487.33	17,921.41	106,072.44	104,924.00	1,148.44
<b>Expenses:</b>						
<b>Administration:</b>						
4110 Adm Salaries	21,600.00	1,800.00	1,547.10	9,142.42	10,800.00	(1,657.58)
4540 Adm Benefits	7,500.00	625.00	514.97	2,829.65	3,750.00	(920.35)
4130 Legal Fees	0.00	0.00	0.00	0.00	0.00	0.00
4140 Staff Training	500.00	41.67	0.00	100.00	250.00	(150.00)
4150 Travel	0.00	0.00	0.00	0.00	0.00	0.00
4171 Auditing	0.00	0.00	0.00	0.00	0.00	0.00
4190 Sundry	4,600.00	383.33	416.82	4,280.37	2,300.00	1,980.37
4190 Sundry-Management fees	10,000.00	833.33	951.11	5,496.48	5,000.00	496.48
4190 Sundry-HCC fees	6,400.00	533.33	0.00	6,566.97	3,200.00	3,366.97
Total Administration	50,600.00	4,216.67	3,430.00	28,415.89	25,300.00	3,115.89
<b>Tenant Services:</b>						
4240-Case Mgt/Peer Counseling	20,000.00	1,666.67	2,500.00	8,750.00	10,000.00	(1,250.00)
4240 Tenant Services-Client	1,500.00	125.00	0.00	555.00	750.00	(195.00)
Total Tenant Serv.	21,500.00	1,791.67	2,500.00	9,305.00	10,750.00	(1,445.00)
<b>Utilities:</b>						
4310 Water	4,300.00	358.33	355.41	2,132.46	2,150.00	(17.54)
4320 Electricity	20,000.00	1,666.67	1,248.17	8,494.98	10,000.00	(1,505.02)
4330 Gas	2,100.00	175.00	159.31	1,008.93	1,050.00	(41.07)
4390 Sewer	11,650.00	970.83	849.30	5,095.80	5,825.00	(729.20)
Total Utilities	38,050.00	3,170.83	2,612.19	16,732.17	19,025.00	(2,292.83)
<b>Maintenance:</b>						
4410 Maintenance Salaries	15,450.00	1,287.50	1,086.77	7,451.38	7,725.00	(273.62)
4540 Maintenance Benefits	3,550.00	295.83	209.15	1,247.89	1,775.00	(527.11)
4420 Materials	2,500.00	208.33	42.83	1,550.53	1,250.00	300.53
4430 Contract Costs	15,000.00	1,250.00	314.12	10,295.26	7,500.00	2,795.26
Total Maintenance	36,500.00	3,041.67	1,652.87	20,545.06	18,250.00	2,295.06
<b>General Expenses:</b>						
4510 Insurance Expenses	2,800.00	233.33	242.90	1,459.46	1,400.00	59.46
4570 Collection Loss	500.00	41.67	0.00	0.00	250.00	(250.00)
4580 Interest Expense	16,380.00	1,365.00	1,365.00	8,190.00	8,190.00	0.00
4590 Real Estate Taxes	24.00	2.00	1.01	6.06	12.00	(5.94)
1162 Replacement Reserve Acct	9,000.00	750.00	750.00	3,750.00	4,500.00	(750.00)
Total General Exp.	28,704.00	2,392.00	2,358.91	13,405.52	14,352.00	(946.48)
<b>TOTAL EXPENSES</b>	<b>175,354.00</b>	<b>14,612.83</b>	<b>12,553.97</b>	<b>88,403.64</b>	<b>87,677.00</b>	<b>726.64</b>
<b>TOTAL RECEIPTS TO DATE</b>						<b>106,072.44</b>
<b>TOTAL EXPENSES TO DATE</b>						<b>88,403.64</b>
<b>TOTAL RECEIPTS LESS TOTAL EXPENSES TO DATE-Income/Loss</b>						<b>17,668.80</b>

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT  
TO THE BEST OF MY KNOWLEDGE AND BELIEF

  
Sandra Lowther, Commerce Village Manager

  
Date



# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

Ralph S. Northam  
Governor

Mary Broz-Vaughan  
Director

June 14, 2021

CERTIFIED MAIL/RETURN RECEIPT REQUESTED  
ARTICLE No.: 7020 3160 0000 6229 6842

Harrisonburg Redevelopment & Housing Authority  
286 Kelley Street  
Harrisonburg, VA 22802

RE: FHB File No.: 2020-00518  
HUD File No.: 03-20-3657-8  
Stephanie Stotts v. Lisa Benasher & Harrisonburg Redevelopment  
& Housing Authority

Dear Ladies and Gentlemen:

This letter is to inform you of the decision of the Fair Housing Board regarding the above-captioned housing discrimination complaint filed with the Board.

The investigation has been completed, and after an examination of the evidence involved, the Board, at its **June 14, 2021** meeting, has determined that there is "**No Reasonable Cause**" to believe that an unlawful discriminatory housing practice has occurred. The Board has dismissed the complaint and as the Virginia Fair Housing Law requires, notified the complainant of this determination, and of the right to bring a civil action under the law. Enclosed you will find a copy of a summary of the Board's findings. In addition, a copy of the Final Investigative Report will be provided upon request.

Although the Board dismissed the complaint the complainant may ask the Board to reconsider its decision. Requests for reconsideration must be in writing and must be received by the Fair Housing Office no later than **July 14, 2021**. Requests for reconsideration must include either new evidence not previously available, evidence that the Board's decision was based on inaccurate or materially incomplete information, or evidence that the Board's decision was based on fraudulent information. You will be notified in writing if the Board receives such a request and decides to reconsider its decision.

Thank you for your cooperation in the investigation of this complaint.

Sincerely,

*Lizbeth T. Hayes*

Lizbeth T. Hayes  
Fair Housing Director

LTH/kst  
Enclosure:

**STEPHANIE STOTTS v. LISA BENASHER AND HARRISONBURG  
REDEVELOPMENT AND HOUSING AUTHORITY  
FHB FILE NUMBER: 2020-00518  
HUD FILE NUMBER: 03-20-3657-8**

**CASE ANALYSIS**

**I. SUMMARY OF COMPLAINANT'S ALLEGATIONS:**

Stephanie Stotts is an African American female who has resided at Lineweaver Apartments located in Harrisonburg, VA since 2015. Lineweaver Apartments, which is part LIHTC and part project-based section 8 housing, is managed by Harrisonburg Redevelopment and Housing Authority. Respondent Lisa Benasher (Caucasian) is the property manager at Lineweaver Apartments and is employed by Harrisonburg Redevelopment and Housing Authority.

Complainant Stotts alleges that the Respondents interfered with the enjoyment of her housing and allowed a hostile environment based on race as the Respondents were aware of the racial harassment of African American tenants, including Complainant Stotts, by former tenant Danny Roudabush (Caucasian) and failed to address the behavior, leading to an environment where the African American tenants of Lineweaver felt unsafe.

From the summer of 2016 to May 2019, a white male tenant named Danny Roudabush resided at Lineweaver Apartments. During his tenancy, Roudabush was witnessed outside on a number of occasions yelling racial slurs, such as the "N-word" to African American tenants of Lineweaver. Shortly after Respondent Roudabush moved into Lineweaver Apartments in summer 2016, Complaint Stotts made a complaint to Respondent Benasher about Roudabush's behavior, specifically that he had been yelling at tenants about his girlfriend leaving him for a "n----r."

Complaint Stotts also spoke directly to Roudabush who told the Complainant that he could do anything he pleased because he "worked" for Respondent Benasher by picking up cigarette butts on the property.

In the summer of 2017, several African American tenants of Lineweaver Apartments, including Complainant Stotts, witnessed an outburst in which Roudabush stated, "All n-----s should be dead" and "no n-----s should be living in this building." Respondent Benasher witnessed this incident and pulled Roudabush into her office.

Complainant Stotts filed a protective order against Roudabush in September 2018 through Rockingham County due to Respondent Benasher's inaction toward the racial harassment.

Complainant Stotts alleges that she and other African American residents made the Respondents aware of Roudabush's behavior on numerous occasions, but the behavior continued until Roudabush was evicted, for reasons unknown, in May 2019. Complainant Stotts alleges Benasher personally witnessed Roudabush verbally abusing African American tenants and failed to take prompt action to the behavior, contributing to the behavior because she did not act on the complaints for almost two years. Complainant Stotts alleges the Respondents ignore the complaints of African American tenants; however, act on complaints of Caucasian tenants.

Complainant Stotts alleges that Respondent Benasher has discriminated against her based on her sex (female) by failing to address sexual harassment by a male tenant Lawrence Lee. Complainant Stotts alleges this has created an environment in which she feels unsafe.

From June 2017 through present, Complainant Stotts made numerous complaints to Respondent Benasher about Lee following and stalking her through the building and sexually harassing her by continuously asking her to engage in sexual acts with him. Respondent Benasher ultimately told Complainant Stotts that there was nothing she could do to assist other than give Lee verbal warnings, telling Stotts, "What do you expect me to do?" The Complainant alleges that she made a recent complaint to Respondent Benasher regarding Lee continuing to stalk her and nothing has been done. Complainant Stotts filed a protective order against Lee in September 2018.

Complainant Stotts first contacted a local fair housing agency and the local legal aid society in April 2019. Complainant Stotts reports that she made it known throughout Lineweaver Apartments that she had contacted these agencies and was organizing a tenant's rights meeting with both organizations to be held in July 2019. The Complainant states that she began to advertise this event to residents by word of mouth and by creating flyers and distributing them throughout Lineweaver Apartments and the Harrisonburg community. While Respondent Benasher never spoke to the Complainant about this tenant meeting, the Complainant believes that it would have been impossible for Respondent Benasher to not have been aware of it.

Complainant Stotts believes she is being retaliated against by the Respondents for exercising her fair housing rights as she received three 21/30 notices, dated June 14, 2019; June 17, 2019; and July 9, 2019; from Respondent Benasher about breaches of her lease. Two of these 21/30 notices (dated June 14th and July 9th) were in regards to a small locking mechanism (door stopper) that the Complainant had installed on her door. Complainant Stotts reports that she installed this mechanism shortly after moving into her apartment. Complainant Stotts has a disability and to manage her symptoms she needs to feel secure and safe in her home, the door stopper meets this need. The Complainant states that the door stopper is only in use when she is inside her apartment and cannot be put in use when she is outside. The door stopper has never interfered with the ability for maintenance workers to enter her home. Furthermore, Complainant Stotts states that staff at Lineweaver Apartments, including Respondent Benasher, have been aware of this device as it has been present during almost her entire tenancy. Complainant Stotts alleges that Respondent Benasher and other staff at Lineweaver have seen it multiple times during routine inspections and maintenance repairs.

As the Complainant has never received a 21/30 notice for this mechanism, which has been installed since 2015, she believes that this is retaliation against her for organizing a community meeting.

Similarly, Complainant Stotts reports receiving a notice from Respondent Benasher dated June 17, 2019 about her car's registration being expired. Complainant Stotts does not deny that her car's registration is expired as her tags clearly state December 2018; however, Complainant Stotts alleges this notice is retaliation as Respondent Benasher has parked beside her car daily since her tag expired in December 2018 and only sent a 21/30 notice following the above-mentioned community meeting. Additionally, the Complainant believes that other residents of Lineweaver have vehicles with expired tags and to her knowledge they have not been issued any warnings from Respondent Benasher. (Tab II.A-1)

## **II. SUMMARY OF RESPONDENTS' DEFENSES:**

Michael Wong, Executive Director of the Harrisonburg Redevelopment and Housing Authority, provided the following written response to the complainant's allegations. It is provided below verbatim including all spelling and grammatical errors:

"Dear Ms. Keefe-Thomas,



Pursuant to Va. Code § 36-96.9.C, please allow this letter to serve as the Harrisonburg Redevelopment & Housing Authority's (the "Authority") and Lisa Benasher's answer to the Fair Housing Complaint filed by Stephanie Stotts. Attached to the Answer are key documents in support of the Authority's and Mrs. Benasher's position, as well as in response to your information request.

#### General Answer

The Authority is a political subdivision of the Commonwealth of Virginia created, following Title 36 of the Code of Virginia. The Authority was organized on November 29, 1955, and it has been in continually operation since that date. The Authority assists eligible low-income families in our area with their rent through housing vouchers distributed by the Department of Housing & Urban Development ("HUD"). Currently, the Authority's programs serve the City of Harrisonburg and Rockingham County.

The Authority strives to achieve several goals: 1) to promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination; 2) to foster redevelopment of blighted areas to ensure the economic, social and housing vitality of our community; 3) to treat all individuals with respect and dignity; 4) to base all decisions on rational and provable data; and 5) to operate with efficiency in the delivery of all services. Neither the Authority nor Mrs. Benasher deviated from these goals in their treatment of Ms. Stotts.

JR Polly Lineweaver, where Ms. Stotts resides, is a 62-unit, section 8 new construction apartment complex for the elderly and individuals with disabilities built in 1983. The Lineweaver Annex is a 60-unit, low income housing apartment complex for the elderly and individuals with disabilities built in 1993. Both residences were developed and have been in continuous operation and management to this date by the Authority. Mrs. Benasher has been the property manager of JR Polly Lineweaver and the Annex since 2011. African American residents of JR Polly Lineweaver comprise approximately 10% of the total residents and 15% of the Annex, which is above the African American population for the City of Harrisonburg, which is approximately 7%. Likewise, females comprise 42% of the head of household in JR Polly Lineweaver and 39%. The Tenant Statistic Report for JR Polly Lineweaver and the Annex are enclosed at Attachment 1. The Authority and Mrs. Benasher deny the claims alleged by Ms. Stotts. Neither the Authority nor Mrs. Benasher has discriminated

against Ms. Stotts based on her race or sex or otherwise. The Authority in partnership with the City of Harrisonburg is a locally recognized leader in affirmatively affirming fair housing in accordance with HUD regulations. The Authority hosts annual fair housing trainings for the community. The Authority ensures that staff, including Mrs. Benasher, annually participate in a variety of trainings and seminars relating to fair housing, discrimination, and tenant relations, among others. The Board of Commissioners has established within its strategic goals of affirmatively affirming fair housing to serve the most vulnerable in our community.

Over the past 5 years that Ms. Stotts has resided at JR Polly Lineweaver, the Authority has issued Ms. Stotts various 21/30 and 30 day termination letters due to her on-going and uncured violations of her lease. Most recently, on August 13, 2019, Mrs. Benasher, on behalf of the Authority, filed an unlawful detainer against Ms. Stotts for failure to pay rent. The unlawful detainer was issued after months of Ms. Stotts failing to pay rent since August 2018. On September 24, 2019, the Harrisonburg/Rockingham County General District Court granted possession based on Ms. Stotts' failure to pay her rent. Ms. Stotts has appealed to the Rockingham County Circuit Court, where the matter is pending. On August 21, 2019, Mrs. Benasher, on behalf of the Authority, filed an unlawful detainer against Ms. Stotts for a lease violation relating to unauthorized locks on her doors. The unlawful detainer was initiated after numerous warnings and notices were sent to Ms. Stotts to remove the locks. The lock lease violation claim is pending. Ms. Stotts' lease contains a grievance procedure. Ms. Stotts did not request a hearing relating to the rent or lock issue. Nor, before this Complaint, has Ms. Stotts ever accused Mrs. Benasher of any discriminatory or inappropriate behavior or inaction. The Authority has never received any complaints or concerns from Ms. Stotts or any other resident relating to Mrs. Benasher discriminating against any tenant. The Authority believes this Complaint stems from Ms. Stotts' displeasure at being evicted for failure to pay her rent.

#### Specific Answer

- 1 Provide a position statement. In said statement address each issue alleged in the complainant.

"Complainant alleges that the Respondents interfered with the enjoyment of her housing and allowed a hostile environment based on race and the respondents were aware of the racial

harassment of African Americans tenants including Complainant Stotts by former tenant Danny Roudabush and failed to address the behavior leading to an environment where the African American tenants of Lineweaver felt unsafe."

Response:

The Authority has policies and procedures in place to address harassment of any kind. The Authority acted promptly upon receipt of complaints regarding Danny Roudabush. Mr. Roudabush was issued a 21/30 termination letter on December 13, 2018 for behaviors that "disrupt the livability of the building and adversely affecting the health and safety of any persons or the right of any tenants to the quiet enjoyment to the leased premise, buildings or grounds." On December 17, 2018, Ms. Benasher received reports from other tenants that Mr. Roudabush was "yelling racial statements to other tenants". Due to Mr. Roudabush already being under a 21/30 notice for a similar behavior, the notice turned into a 30-day termination. Mr. Roudabush was evicted from the property for this and other lease violations effective March 2019. According to the Authority's documents, Ms. Stotts was not one of the tenants involved in the incidents with Mr. Roudabush in 2018. The Authority has no indication that Ms. Stotts ever complained about or had a problem with Mr. Roudabush. The Authority does not have a copy of the protective order Ms. Stotts allegedly obtained against Mr. Roudabush. Mrs. Benasher addressed all of the complaints regarding Mr. Roudabush when received. Mrs. Benasher does not recall any racial incidents and there are no like complaints received relating to Mr. Roudabush prior to 2018. See Attachment 2- the documentation of termination notice and Mrs. Benasher's notes.

"Complainant Stotts alleges that Respondent Benasher has discriminated against her based on her sex (female) by failing to address sexual harassment by a male tenant Lawrence Lee. Complainant Stotts alleges this has created an environment in which she feels unsafe. From June 2017 through present, complaint has made numerous complaints to Respondent Benasher about Lee following and stalking her through the building and sexually harassing her by continuously asking her to engage in sexual acts with him. Respondent Benasher ultimately told Complainant Stotts that there was nothing she could do to assist other than give Lee

verbal warnings, telling Stott's, "what do you expect me to do?" The Complainant alleges that she made a recent complaint to Respondent Benasher regarding Lee continuing to stalk her and nothing has been done. Complainants Stott filed a protective order against Lee in September 2018. "

Response: The Authority acted promptly upon receipt of complaints regarding Lawrence Lee. The Authority has only one complaint relating to Mr. Lee from Ms. Stotts. On October 18, 2018, Ms. Benasher received the protective order against tenant Lawrence Lee relating to Ms. Stotts. That same day, Ms. Benasher and another staff member met with Mr. Lee and related of the receipt of the order and implications to Mr. Lee and his housing if he failed to comply. Mr. Lee vehemently denied Ms. Stotts' allegations. Ms. Stotts could provide little information or facts about the allegations against Mr. Lee, and there were no witnesses. Mrs. Benasher and the Authority were unable to investigate Ms. Stotts' claims against Mr. Lee further as Ms. Stotts was unable to provide sufficient information, such as the specific time or date of the harassment. See Attachment 3 -letter from Mrs. Benasher concerning the incident and her response. Ms. Stotts has also filed complaints and protective orders against other men. The Authority has responded to and acted upon all of Ms. Stotts' complaints appropriately based on the information provided.

"Complainant Stotts first contacted a local fair housing agency and the local legal aid society in April 2019. Complainant Stotts reports that she made it known throughout Lineweaver Apartments that she had contacted these agencies and was organizing a tenant's rights meeting with both organizations. The Complainant states that she began to advertise this event to residents by word of mouth and by creating flyers and distributing them throughout Lineweaver apartments and the Harrisonburg community. While Respondent Benasher never spoke to the Complainant about this tenant meeting, the Complainant believes that it would have been impossible for Respondent Benasher to not have been aware of it. Complainant Stotts believes she is being retaliated against by the Respondents for exercising her fair housing rights as she received three 21/30 notices dated June 14, 2019; June 17, 2019; and July 9, 2019 notices from Respondent Benasher about breaches to her lease. Two of these notices dated June 14th and July 9<sup>th</sup> were in regards to her door. Complainant Stotts reports that she installed this

mechanism shortly after moving into her apartment. Complainant Stotts has a disability and to manage her symptoms she needs to feel secure and safe in her home, the door stopper meets this need. The Complainant states that the door stopper is only in use when she is inside her apartment and cannot be put in use when she is outside. The door stopper had never interfered with the ability for maintenance workers to enter her home. Furthermore Complainant Stotts states that staff at Lineweaver Apartments, including Respondent Benasher, has been aware of this device as it has been present during almost her entire tenancy. Complainant Stotts alleges that Respondent Benasher and other staff at Lineweaver have seen it multiple times during routine inspections and maintenance repairs.

Similarly, Complainant Stotts reports receiving a notice from Respondent Benasher dated June 17, 2019 about her car's registration being expired. Complainant Stotts does not deny that her car's registration is expired as her tags clearly state December; however, Complaint Stotts alleges this notice is retaliation as Respondent Benasher has parked beside her car daily since her tag expired in December 2018 and only sent a 21/30 notice following the above mentioned community meeting. Additionally, the Complainant believes that other residents have vehicles with expired tags and to her knowledge they have not been issued any warnings from Respondent Benasher.

**Response:**

Ms. Stotts has resided within the JR Polly Lineweaver and Lineweaver Annex apartments since 2015. She initially resided in the Lineweaver Annex from September 2015 and in June 2016 was transferred to unit #219 in the Polly Lineweaver apartments. She later transferred to unit #310 effective December 1, 2017 and has resided in that unit ever since. Since December 2018, Ms. Stott's has received five termination of lease and notices of eviction for non-payment of rent and four 21/30s lease violation notices for the reported installation of locks on doors, non-reporting of income, and vehicle registration. Timelines of lease violations relating to rent and other issues are attached hereto at Attachment 4. The vehicle registration and non-reporting of income violations was dismissed upon Ms. Stott's curing of the situation. As such, that is a non-issue. As indicated, the Authority is currently in litigation with Ms. Stotts for the nonpayment of

rent and lease violations for the unauthorized installation of locks on door.

Although neither the Authority nor Mrs. Benasher were aware that Ms. Stotts contacted a local fair housing agency or local legal aid in April 2019, they were aware of the community meeting Ms. Stotts was organizing. The Authority disagrees with Ms. Stott's statement of retaliation for organizing the meeting. To the Authority's knowledge, there have been no results, outcomes, comments, recommendations, or follow up statements resulting from the meeting. In fact, neither the Authority nor Mrs. Benasher have any knowledge of what happened or was discussed at the meeting. The Authority has not received any complaints or directives from the meeting. Accordingly, there is nothing for the Authority to retaliate against. The Authority submits that addressing proper lease violations with a tenant is not retaliation against Ms. Stotts but consistent property management with equal application of the lease rules to all.

The Authority disagrees with Ms. Stott's statements of the locks on her door being installed since her move in and of the locks not being a life safety or hindrance to maintenance. The initial detection of the unauthorized lock was when a maintenance staff heard a smoke detector warning buzzer emanating from Ms. Stott's apartment and was unable to access the unit in June 2019. Staff continued to knock and Mrs. Benasher made calls to Ms. Stott's concerning addressing the fire alarm. Ms. Stotts eventually did open the door and, upon inspection, it was identified that a door stop had been screwed in the back bottom of the door to Ms. Stott's unit. Mrs. Benasher explained to Ms. Stotts that the door lock was a violation of the lease and advised of the plan to re-inspect the unit on June 14, 2019 or issue a lease violation. Ms. Stott's unit was re-inspected on June 14 and due to her failure to remove the lock a 21/30 notice was given. During the follow up inspection, it was identified that Ms. Stotts had also replaced the bedroom lock with a lock of her own. See photo enclosed at Attachment 5. As such, a second 21/30 lease violation was issued. The rule against locks is based on health, welfare, and safety. The Authority has legitimate concerns with life and safety issues as well as with the lack of access to the unit and the implications to Ms. Stotts and the other tenants if a fire occurred and access is restricted. The Authority has not received a reasonable

accommodation request, either verbal or written, from Ms. Stotts concerning the lock situation. As Ms. Stotts has filed requests for reasonable accommodation in the past, she is fully aware of this procedure and the willingness of the Authority to provide reasonable accommodations. The Authority provided ample opportunity for Ms. Stotts to rectify and/or discuss the situation prior to the issuance of the 21/30 and 30 day termination notices. See Attachment 5.

2. Claimant file. See Attachment 6.
3. Harrisonburg Redevelopment and Housing Authority, P.O. Box 1071, Harrisonburg Virginia 22803. 540-434-7386.
4. Harrisonburg Redevelopment and Housing Authority is the sole owner and management agent for JR Polly Lineweaver Apartments and the Lineweaver Annex apartment complex.
5. Harrisonburg Redevelopment and Housing Authority self manages the JR Polly Lineweaver and the Lineweaver Annex and there is no property management agreement.
6. Fair Housing Policy and Guidelines: Attachment #4-JR Polly Lineweaver and Lineweaver Annex Admissions and Continued Occupancy Policies.
7. Harrisonburg Redevelopment and Housing Authority staff and personnel have not been a subject of a discrimination investigation.

### Conclusion

The Authority and Mrs. Benasher have not discriminated against Ms. Stotts based on her race or sex. The Authority has policies and procedures to report discrimination and file complaints. Ms. Stotts has taken full advantage of those procedures. The documents in Ms. Stotts file support that not only has the Authority acted swiftly and responded properly to all of Ms. Stotts' complaints, many of the issues alleged in her Complaint have not been brought to the attention of Mrs. Benasher or the Authority. Neither the Authority nor Mrs. Benasher has attempted to stop Ms. Stotts from organizing tenant meetings, and both welcome input from tenants. The Authority and Mrs. Benasher are unaware of the result of Ms. Stotts' tenant meeting, and no action has been requested. There has been no retaliation. Rather, the Authority and Mrs. Benasher, in compliance with HUD regulations, have consistently applied the rules to Ms. Stotts. The Authority submits that the Complaint

arises out of Ms. Stotts seeking to prevent or delay the court-ordered eviction process.

"I declare under penalty of perjury that the foregoing is true and correct."

(signed by)

Lisa Benasher, Lineweaver Property Manager

(signed by)

Michael G. Wong, Executive Director, HRHA (Tab II.C-2)

### **III. PRIMA FACIE ELEMENTS: Refusal to Rent**

#### **a. Is the Complainant a member of a protected class?**

The investigation **established** that the Complainant is a member of two protected classes, race, African American, and sex, female. (Tab II.A-1)

#### **b. Did the Complainant intend to continue occupying the premises?**

The investigation **established** that the Complainant intended to continue occupying the dwelling as she moved into the subject building in 2015 and had no intention of moving at the time she received her lease violation notices. (Tab II.A-1 and B-4)

#### **c. Was the Complainant qualified, ready, willing, and able to rent consistent with the terms and conditions of Respondents at the time of the alleged act of discrimination?**

The investigation **established** that the Complainant was qualified to rent consistent with the terms and conditions offered by the Respondent as she has been a resident of the subject building since 2015 and presently resides in the subject building. (Tab II.C-2)

#### **d. Did the Respondents refuse to continue renting to the Complainant?**

The investigation **established** that the Respondents refused to continue renting to the Complainant by telling her in notices dated June 14, 2019 and July 9, 2019 that her lease would be terminated in 30 days if she did not remove the



added locks from both her front door and her bedroom door and pay her past due rent. (Tab II.C-2)

**IV. PRIMA FACIE ELEMENTS: Retaliation, Intimidation, Harassment, Coercion**

- a. Was the Complainant involved in a protected activity? Did the Complainant exercise, or attempt to exercise, or assist, attempt to assist, or encourage another person in the exercise of a right or activity protected under the Fair Housing Act?

The investigation **established** that the Complainant was involved in a protected activity by hosting a tenants' rights meeting regarding complaints residents had about the Respondents on July 29, 2019. (Tab II.A-1)

- b. Did the Respondents know that the Complainant was engaged in a protected activity; or based on the facts and circumstances, should the Respondents have known that the Complainant was engaged in a protected activity?

The investigation **established** that the Respondents were aware that the Complainant was hosting the tenants' rights meeting as they advised the Complainant hung flyers advertising the meeting on the bulletin board in the subject building. (Tab II.C-2 and C-4)

- c. Did the Respondents undertake one or more substantial actions against the Complainant to discourage the Complainant or punish the Complainant for Complainant's involvement in the protected activity?

The investigation **failed to establish** that the Respondents took one or more substantial actions against the Complainant to discourage or punish her for her involvement in the protected activity, as the lease violation notices for the Complainant regarding the door stop and lock she added to her doors began on June 14, 2019, approximately six (6) weeks prior to her tenants' rights meeting on July 29, 2019 and the 21/30 notices for failure to pay rent began in 2016 and continued through 2017, 2018, and 2019. Additionally, while the Complainant was sent a notice regarding her expired car registration on June 17, 2019, very similar notices were also sent to residents Greg Jackson and Ramon Long on that same date regarding their car

registrations that had expired or were expiring soon. (Tab II.A-1, B-2, C-2, and C-6)

**V. PRIMA FACIE ELEMENTS: Discriminatory Terms and Conditions**

- a. Is the Complainant a member of a protected class?

The investigation **established** that the Complainant is a member of two protected classes, race, African American, and sex, female. (Tab II.A-1)

- b. Was the Complainant subject to adverse terms and conditions or other negative treatment?

The investigation **established** that the Complainant was subjected to negative treatment as she received multiple lease violation notices in 2019 for the added locks on her doors in June and July of 2019 and for failure to pay her rent in January, April, July, August, and September of 2019. (Tab II.A-1 and C-2)

- c. Were similarly situated applicants not in the Complainant's protected class not subject to the same treatment?

The investigation **failed to establish** that other similarly situated residents not in the Complainant's protected classes were not subjected to the same treatment as Danny Roudebush, a Caucasian male, was issued multiple lease violation notices in 2018 and 2019 which led to his eviction in March of 2019. Additionally, Steven Gainer and Linda McDaniel, both Caucasian, had their leases terminated by the Respondents in 2019 for violating their leases. (Tab II.A-1, C-2, and C-6)

**VI. RESPONDENTS' DEFENSES:**

**DEFENSE TO REFUSAL TO RENT/OTHERWISE MAKE HOUSING UNAVAILABLE:**

Respondent advised the Complainant's lease was terminated because she changed the lock on her front door and refused to provide the Respondent with a key as per the terms of her lease, however, the Complainant still resides in the subject building as the unlawful detainer was non-suited by the Respondents' attorney in October of 2019. (Tab II.C-3, C-4, and C-5)

**AFFIRM:** Paragraph 12 of the Complainant's lease, "Alterations and Improvements," states "Tenant shall make no alterations to the Leased Premises, Building or Grounds without the prior written consent of the Landlord." And "Tenant shall not install additional locks or gates on any door or window without Landlord's prior written consent. If Landlord permits Tenant to install new locks, Tenant shall provide Landlord with a key for each lock." (Tab II.A-1 and C-2)

**AFFIRM:** Section 55.1-1229 of the Virginia Residential Landlord and Tenant Act in the Code of Virginia states "The tenant may install within the dwelling unit new security systems that the tenant may believe necessary to ensure his safety, including chain latch devices approved by the landlord and fire detection devices, provided that...A duplicate of all keys and instructions for the operation of all devices are given to the landlord..." (Tab II.D-1)

## **VII. CONCLUSION:**

Based on our **failure to establish** the *prima facie elements*, as analyzed in Sections IV and V above, as well as the evidence obtained and analyzed in Section VI above, the Fair Housing Board concludes there is *no reasonable cause* to believe the respondents discriminated against the complainant by refusing to rent to her, subjecting her to discriminatory terms and conditions, or retaliating against her because of the Complainant's race or sex.

**Bid Tabulation for Audit Services  
June 30, 2021**

**Scope of Service:** Request to provide professional services for the audit of its books and records for fiscal years ending December 31, 2021, December 31, 2022, And December 31, 2023.

**Ahmad Associates, Ltd., P.C.:** \$16,900 each year  
(Minority-Owned, MTW experience, submit REAC and FAC)  
Vienna, VA

**BTCPA (Barbacane Thornton & Co):** \$15,000 each year  
(Women Business Enterprise, submit REAC and FAC)  
Wilmington, DE

**Dooley & Vicars:** \$19,240 each year  
(Submit REAC and FAC)  
Richmond, VA

**Smith Marion & Company, LLP\*** \$20,550 in 2021 and 2022, \$21,150 in 2023  
(MTW experience, submit REAC and FAC)  
Brentwood, TN

\*Meet the May 31<sup>st</sup> deadline for audit completion; all others commit to having the field work done by this date, but not the audit/REAC submission done

**THIS LEASE AGREEMENT** is made this 1st day of August, 2021, between the **HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, the "Lessor," and **ARTS COUNCIL OF THE VALLEY**, a Virginia nonstock corporation, the "Lessee."

***WITNESSETH:***

In consideration of the rental reserved in this document and of the covenants, conditions, agreements, and stipulations later expressed, the parties agree as follows:

**1. PREMISES/PERSONAL PROPERTY.**

(a) Lessor leases to Lessee and Lessee leases from Lessor UNIT NUMBER 1 of the ROCKINGHAM MOTOR COMPANY CONDOMINIUM, located within the building at 41 Court Square (between Liberty and Graham Streets) in Harrisonburg, Virginia, together with an easement for ingress and egress of customers, guests, employees, agents and tenants between Unit Number 1 and Graham Street as provided in an Easement Agreement dated June 28, 2001, from The Market Place of Virginia, L.C. The Unit and easement are later referred to as the "Leased Premises" or "Premises."

(b) Lessee understands and agrees that portions of the Leased Premises are also leased to Rockingham County, Virginia, and that this Lease is subject to the lease dated March 1, 2021, between Lessor and Rockingham County, Virginia. Lessee agrees that Rockingham County's use of the Leased Premises does not interfere with Lessee's use or its quiet enjoyment of the Premises, and Lessee shall indemnify and hold Lessor harmless against any claims arising from the actions or inactions of Rockingham County, Virginia, relating to the Leased Premises.

(c) During the term of this Lease only and subject to the Lessor's obligations under paragraph 33, Lessor also assigns to Lessee and Lessee assumes all obligations under the Lease Agreement dated November 12, 1997, between Harrisonburg Redevelopment & Housing Authority and The Market Place of Virginia, L.C. for the non-exclusive right to use the common areas in a building known as the Market Place.

(d) Lessor assigns to Lessee for the term of the Lease the rights reserved by Lessor to use the adjoining "jail" parking lot in the deed from Lessor to Calhoun's Holding Company, LLC dated June 24, 2015, which is recorded in the Clerk's Office in Deed Book 4594, page 785.

(e) Lessor leases to Lessee and Lessee leases from Lessor the tangible personal property owned by Lessor that currently is located on the Premises (the "personal property"). Lessor shall have no obligation to repair, maintain, or replace any personal property.

**2. TERM.**

(a) The term of this Lease shall be for ten (10) years commencing on August 1, 2021, and ending on July 1, 2031.

(b) The term of this Lease shall automatically renew for successive one (1) year terms, unless either party provides the other with ninety (90) days written notice of termination prior to the end of the then-current term. Upon such termination, the parties shall

have no further obligations pursuant to this Lease, unless such obligations specifically survive termination.

(c) Any holding over after the expiration of the Lease shall be construed to be a tenancy from month to month.

(d) During the final one (1) year of this Lease term, Lessor shall be permitted to show prospective tenants the Leased Premises at a mutually agreed upon time and upon giving Lessee reasonable notice. Lessor shall be permitted to show prospective purchasers, lenders, and other necessary parties the Leased Premises at a mutually agreed upon time and upon giving Lessee reasonable notice.

(e) Lessor may terminate the Lease at any point during the Lease term if Lessee i) fails to obtain the annual appropriation paid to Lessee by the City of Harrisonburg, Virginia, and is unable to provide adequate assurance to Lessor, in Lessor's sole discretion, that Lessee has the financial ability to meet its obligations under the Lease; or ii) closes the theater to the public for more than one hundred twenty (120) days, unless such closure is required for renovation work and Lessee submits to Lessor written notification of said renovation work and closing or the closure is related to a national emergency.

(f) Notwithstanding Section 6(e)(i), in the event that Lessee fails to obtain the noted annual City appropriation by July 1 of each year, and Lessor thereupon wishes to terminate the Lease, then the Lessee shall have sixty (60) days to raise funds sufficient to assure the operation of the theater for the subsequent 12-month period beginning October 1. If, prior to the end of the sixty (60) days, Lessee can provide evidence of Lessee's financial capability to so operate, to Lessor's reasonable satisfaction, then this Lease shall become a year-to-year lease beginning on October 1 for the remainder of the ten (10) year period set forth in section 6(a) above. In such an event, then, prior to August 31 of each subsequent year, Lessee shall provide to Lessor satisfactory evidence, of the kind described above, regarding Lessee's ability to operate during the next annual lease term (beginning October 1). If such evidence is not provided, then the Lease shall thereupon automatically terminate on September 30<sup>th</sup> of the then current annual lease term.

3. **RENTAL.** Lessor agrees that the Leased Premises shall be provided to the Lessee rent-free, provided however, Lessee shall pay all lawfully required CAM fees, parking fees, and fees and costs assessed by the Condominium Association for the Leased Premises, as well as all taxes and assessments levied against the Leased Premises. Lessor shall not voluntarily subject the Leased Premises to real estate taxes or assessments, unless required by applicable law. It is the intention of the parties that Lessee shall pay all costs and expenses related to the Leased Premises and that Lessor shall have no financial obligations related to the Leased Premises or this Lease, except as specifically provided herein.

4. **SECURITY DEPOSIT.** [intentionally deleted]

5. **USE OF PREMISES.** Lessee shall use the Leased Premises for a theater, performing arts, community events, and other events consistent with Lessee's mission and for no other purpose. Lessee shall comply with all present and future laws and ordinances applicable to

the Leased Premises and shall not commit or suffer waste on the Premises or use or permit anything on the Premises which may be illegal or constitute a private or public nuisance.

**6. REPAIRS AND MAINTENANCE.**

(a) Lessee shall maintain and repair its personal property on the Premises. Lessee shall retain ownership of any new items Lessee installs and may remove these items from the Leased Premises upon termination of the Lease, ensuring that no damage is caused by such removal. Lessee shall be responsible for all costs and repairs necessary to restore the Leased Premises to their original condition.

(b) Lessee shall be responsible for carpet cleaning and all routine (as later defined) repairs, replacements, and maintenance of the Leased Premises, specifically including but not limited to, maintenance, repair, and replacement of all equipment, appliances, and fixtures attached to the Premises, and HVAC, electrical and plumbing systems. Lessee shall provide for quarter-annual servicing of the HVAC systems. If Lessee fails to perform its obligations of repairs, replacements, and maintenance, Lessor is authorized to come onto the Leased Premises, make such repairs, and bill Lessee for the same. Lessee agrees to promptly reimburse Lessor for the costs of such repairs. Upon the expiration of or prior termination of this Lease, Lessee shall remove all of its property from the Leased Premises and surrender the Leased Premises to the Lessor "broom clean" and in as good order and condition as they were when Lessee took possession of the Premises, ordinary wear and tear and damage by fire excepted. Lessor may dispose of any property left on the Premises after the expiration or the termination of this Lease in any manner and without any liability to Lessee.

(c) Lessor or Lessee may terminate this Lease if all of the following apply:

- (i) The Leased Premises requires major (as later defined) repairs, replacements, or maintenance;
- (ii) Lessor and Lessee cannot agree on an acceptable method to share the cost of such repairs, replacements, or maintenance;
- (iii) Neither Lessor nor Lessee elects to pay the entire cost of the repairs, replacements or maintenance within ten (10) days after written request from the other;
- (iv) Either Lessor or Lessee notifies the other in writing of its election to terminate within ten (10) days after the notice under clause (iii); and
- (v) The effective date of termination shall be the last day of the month following the month in which the notice under clause (iv) is given.

(d) Lessee shall give Lessor prompt written notice of any defects in or damage to the Premises, personal property, and all equipment, appliances and fixtures attached to the Premises. Notwithstanding any contrary provision of this Lease, in the event that further damage occurs between the time that Lessee discovers a defect and the time that Lessee notifies Lessor of such defect, Lessee shall pay the cost to repair such damage, unless such damage could not have been avoided had Lessee promptly notified Lessor of the defect.

(e) Lessee acknowledges that it has inspected the Leased Premises and personal property and accepts the same in "as is" condition. Lessor has made no warranties or

representations regarding the condition of the Leased Premises or personal property or the fitness of thereof for Lessee's intended use.

(f) Lessee shall not make any permanent changes, alterations, additions or improvements to the Leased Premises without the written consent of Lessor. If Lessee makes approved changes, it shall not allow or permit any mechanic's liens to be filed against the Leased Premises and shall install such improvements in a workmanlike manner and in compliance with all building codes. If any lien is filed, Lessee shall bond off the lien within thirty (30) days.

(g) Routine repairs, replacements and maintenance shall be limited to any item which has a repair cost of \$20,000 or less. Major repairs, replacements, and maintenance shall be all other repairs, replacements, and maintenance.

7. **UTILITIES.** All electric, heat, power, water, sewer, fuel, and other utilities, service charges, and assessments will be paid by the Lessee for the benefit of the Leased Premises.

8. **JANITORIAL SERVICES.** Lessee agrees to keep all rubbish and garbage in containers while on the Leased Premises and shall dispose of all such rubbish and garbage. Lessee shall further perform and provide for all of its janitorial services required on the Leased Premises.

9. **DAMAGE TO LESSEE'S PROPERTY; DAMAGE TO PREMISES.**

(a) Lessor and its agents shall not be liable for any damage either to the person or the property of the Lessee, or for the loss of or damage to any property of Lessee by theft or for any other cause, whether similar or dissimilar to the foregoing. Lessor shall not be liable for any injury or damage to persons or property or loss or interruption of business resulting from fire, explosion, electricity, water, rain, snow, or leaks from any part of the building, or from the pipes, appliances or plumbing works, or from the roof, street, or subsurface or from any other place, or by any cause of whatever nature.

(b) Except for damage covered by collectable insurance which the Condominium Association is required to maintain for the benefit of the Leased Premises, Lessee shall be liable for any damage to the Leased Premises or personal property which may be caused by the willful acts or negligence of Lessee or its agents, employees, customers and invitees, and Lessor may, at its option, repair such damage and Lessee shall thereupon reimburse and compensate Lessor within 10 days after rendition of the statement by the Lessor of the total cost of such repair and damage.

10. **INDEMNITY AND INSURANCE.**

(a) Lessee indemnifies and agrees to hold Lessor harmless and free from damages sustained by person or property and against all claims of third persons or damages arising out of the Lessee's use of the Leased Premises and from all damages and monies paid out by Lessor in settlement of any claim or judgments, as well as for all expenses and attorneys' fees incurred in connection therewith. The obligation of Lessee under this clause (a) shall not apply to any damages, costs, or expenses which are i) caused by the willful or negligent acts of Lessor or



its employees and agents or ii) covered by collectable insurance that is maintained by Lessee or the Condominium Association for the benefit of Lessor.

(b) Lessee shall, during the entire term of this lease and any renewal throughout, keep in full force and effect a policy of general liability insurance with minimum limits of \$2,000,000 with respect to the Leased Premises and the business operated by Lessee.

(c) Lessee agrees to keep the improvements, furniture, fixtures, equipment and personal property, which the Condominium Association is not required to insure, insured against loss or damage to the full replacement value by fire or other casualty insurable under standard fire and extended coverage insurance. Lessee shall provide insurance covering all of Lessee's improvements, trade fixtures, furniture, equipment, and other personal property.

(d) Lessor shall be named as an additional insured on the insurance policies required above. The policies may not be cancelled without at least 30 days' prior written notice to Lessor.

**11. DAMAGE OR DESTRUCTION OF LEASED PREMISES.**

(a) If the Leased Premises shall be damaged or destroyed by fire or other casualty whether rendered untenable or not, the Lessor may elect, in its sole discretion, to repair or rebuild the Leased Premises as promptly as possible. In the event Lessor does elect to repair or rebuild, the lease term shall continue in full force and effect.

(b) In the event Lessor elects not to repair or rebuild, Lessor may elect to terminate this Agreement by giving written notice to Lessee within sixty (60) days after the date of such damage or destruction.

**12. EMINENT DOMAIN.** If the Premises or any part thereof shall be taken under eminent domain proceedings, Lessor may terminate this lease as of the date possession was taken. All damages awarded for such taking shall belong and be the property of the Lessor. Lessee shall have no claim against Lessor by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to Lessor, except that Lessee shall have the right to make a claim against such public authority for its loss of business and for any other relief available to Lessee by law. In the event such taking involves the physical taking of all or a portion of the Leased Premises and, in such event, Lessee shall also have the right to terminate this Lease as of the date when possession is taken by the public authority.

**13. ESTOPPEL CERTIFICATE, NON-DISTURBANCE, ATTORNMENT, SUBORDINATION AND EXECUTION OF DOCUMENTS.**

(a) This Lease and Lessee's leasehold interest are and shall be subject, subordinate and inferior to any liens or encumbrances now or hereafter placed on the Leased Premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances; provided, however, as a condition to this subordination, the Lessor shall obtain from said mortgagee or trustee an agreement in writing, in recordable form, which shall be delivered to Lessee providing in substance that so long as Lessee is not in default after any applicable cure period under the terms of this Lease, its tenancy shall not be disturbed, nor shall

this Lease be affected, by any default under such mortgage or deed of trust, and in the event of foreclosure, the rights of Lessee hereunder shall expressly survive, and this Lease shall in all respects continue in full force and effect so long as Lessee is not in default after any applicable cure period. Lessee agrees that at any time within ten (10) business days after written request by Lessor, Lessee will execute, acknowledge, and deliver to Lessor, Lessor's mortgagee or others designated by Lessor a certificate in such form as may from time to time be provided ratifying this lease and certifying:

- (i) That this Lease is in full force and effect, has not been assigned, modified, supplemented, or amended in any way;
- (ii) That this Lease represents the entire agreement between Lessor and Lessee as to the subject matter;
- (iii) The commencement date and the termination date;
- (iv) That all conditions under this Lease to be performed by Lessor have been satisfied;
- (v) That to the knowledge of the signer of such writing no default exists in the enforcement of this lease by Lessor;
- (vi) That no rental has been paid in advance other than for the month in which such certificate is signed by Lessee; and
- (vii) The date to which all rentals due hereunder have been paid under this lease.

(b) Lessee shall in the event any proceedings are brought for the foreclosure of the Premises recognize such purchaser as the Lessor, subject to all of Lessor's duties, obligations, rights and options under this Lease.

(c) Upon request of the Lessor, Lessee shall subordinate subject to its rights under clause (a) its rights hereunder to the lien of any deed of trust or the lien resulting from any other method of financing or refinancing now or hereafter in force against the lands or buildings in which the Leased Premises are a part.

(d) Lessee may from time to time, in its discretion and at its own expense, install furnishings and equipment at the Leased Premises. Except as herein provided, all furnishings and equipment so installed shall remain property of the Lessee, in which Lessor shall have no interest, and may be modified or removed at any time while the Lessee is not in default under this Lease, and all such furnishings and equipment shall not be subject to a Landlord's lien. Any property of Lessor shall remain property of Lessor. Nothing contained in this paragraph shall prevent the Lessee from purchasing furnishings and equipment and creating purchase money security interests therein pursuant to the Uniform Commercial Code of Virginia (UCC) as security for the unpaid portion of the purchase price thereof, and each such security interest with respect to furnishings and equipment purchase by it under the provisions of this paragraph shall, if appropriate financing statements are duly filed for record within the time period required by the UCC, be prior and superior to such Landlord's lien. Lessee shall pay as due the purchase price of and all costs and expenses with respect to the acquisition and installation of any furnishings and equipment installed by it pursuant to this paragraph. Notwithstanding anything in this paragraph

to the contrary, if Lessee removes any equipment or furnishings from the Leased Premises, Lessee shall be responsible for all costs and repairs necessary to restore the Leased Premises to their original condition.

#### **14. *EVENTS OF DEFAULT.***

(a) Lessee shall be in default i) upon the dissolution, insolvency or bankruptcy of the Lessee, ii) subject to the provisions of clause 14(c), if the Lessee fails to comply with any of the provisions of this Lease or iii) if the Leased Premises is not used for at least one (1) event open to the public (even though an entrance fee is required) in any consecutive six (6) month period, except as provided herein.

(b) Subject to the provisions of clause 14(c), Lessor shall be in default if it fails to comply with any of the provisions of this Lease.

(c) Neither party shall be in default unless it fails to perform its obligations required by this Lease within thirty (30) days after written notice by the other party specifying which obligation it has failed to perform. If the nature of the specified obligation is such that more than thirty (30) days are required for performance then the party shall not be in default if it commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

(d) The right to written notice for any default shall be limited to two (2) times during each twelve (12) month period.

#### **15. *REMEDY UPON DEFAULT.***

(a) If the Lessee is in default, then Lessor may reenter the Leased Premises by summary proceedings or otherwise and expel all persons and remove all property therefrom without becoming liable for prosecution and may among other remedies elect:

- (i) To re-let the Premises to another lessee; or
- (ii) To terminate this Lease and immediately resume possession of the Leased Premises and fully discharge any remaining obligations. Termination shall not discharge or in any way affect Lessee's obligations under this Lease as of the date of termination.

(b) Lessor agrees to act in good faith in determining to honor all enforceable commitments made by Lessee for use of the Leased Premises after an early termination of this Lease.

(c) If the Lessor is in default, then Lessee may terminate this Lease in lieu of all other remedies it may have against Lessor, provided however, Lessee may collect from Lessor direct, actual damages Lessee incurs arising out of the Leased Premises only up to a maximum amount equal to direct, actual damages Lessee actually incurs only during the three (3) month period after Lessor's default. In no event shall Lessor be liable for indirect or consequential damages or lost profit. Lessee shall take all actions reasonably within its control to minimize and mitigate damages and costs.

16. **SUBLETTING AND ASSIGNMENT.** Lessee shall not sublet any portion of the Leased Premises or assign this Lease in whole or in part, provided however, Lessee may permit "short term" concessions or uses of the Leased Premises for permitted uses.

17. **SIGNS.** Lessee shall not install or maintain any sign anywhere on the property constituting the Leased Premises unless plans and specifications shall first be submitted to Lessor in writing, and Lessor shall have the right to direct and determine the size, content, design, construction, and location of such sign on the Premises.

18. **QUIET ENJOYMENT.** Lessor covenants and agrees with Lessee that upon Lessee conforming to the covenants and conditions required for this Lease, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises hereby leased for the term of the Lease, subject to the terms of the Lease.

19. **MEMORANDUM OF LEASE.** Lessee agrees that it will not record this Lease, unless required in any litigation involving Lessee. If Lessee or Lessor request the parties will enter into a short form lease describing the Premises and the term of lease, including any other terms necessary to permit the recording of such short form lease. Such recording, if requested by Lessee, shall be at its cost and expense.

20. **NOTICES.** All notices to be given under this Lease shall be in writing and shall be either served personally or sent by certified mail, return receipt requested. All notices mailed shall be deemed received three (3) days after mailing. Notices to Lessor and Lessee shall be sent to the addresses set forth in the preamble hereof or such other address as either party may specify in writing.

21. **EXPENSE OF ENFORCEMENT.** If either party prevails in any litigation by or against the other party related to this Lease or if either party shall become a party to any litigation instituted by or against the other with respect to any third party concerning this Lease or the Leased Premises, the losing party shall indemnify and hold the prevailing party harmless from all costs and reasonable attorneys' fees incurred by the prevailing party in connection with such litigation.

22. **INSPECTION.** Lessee will permit Lessor or its agents to enter all parts of the Premises to inspect the same and to enforce or carry out any provision of this Lease.

23. **NON-WAIVER.** Lessor's or Lessee's failure to insist upon strict performance of any covenant of this Lease shall not be a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect.

24. **CAPTIONS.** The captions and headings are for convenience and reference only and should not be used in interpreting the provisions of this Lease.

**25. APPLICABLE LAW.** This Lease shall be governed by and construed under the laws of the Commonwealth of Virginia. Any disputes relating to this Lease shall be brought in the courts located in Harrisonburg, Virginia.

**26. SUCCESSORS.** This Lease and the covenants and conditions shall inure to the benefit of and be binding upon Lessor and Lessee and their successors and assigns.

**27. AMENDMENTS IN WRITING.** This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between the parties concerning the Leased Premises and there are no covenants, promises, agreements, or understandings, oral or written, between them other than those herein set forth. No subsequent alteration, amendment, charge, or addition to this Lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by both parties.

**28. COPIES.** This Lease may be executed in multiple copies, any one of which may be considered the original.

**29. JURY TRIAL.** Both Lessor and Lessee hereby waive the right to trial by jury in any action, proceeding or counterclaim brought by either party against the other arising out of this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, and or any injury or damage on or about the Premises.

**30. HAZARDOUS MATERIALS.** During the Lease term, Lessee shall not, and shall not allow any other party to, bring upon, store, dispose of or install in or upon the Leased Premises: (i) any hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants, as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, or any amendments thereto, or any regulations promulgated thereunder; (ii) any "PCBs" or "PCB items" (as defined in 40 C.F.R. Section 761.3); or (iii) any "asbestos" (as defined in 40 C.F.R. Section 763.63). Lessee shall indemnify, defend and hold Lessor harmless from and against any liability, cost, damage, or expense incurred or sustained by Lessor (including, without limitation, reasonable attorneys' fees and expenses, court costs and costs incurred in the investigation, settlement and defense of claims) as a result of or in connection with any violation of the preceding prohibition. It is specifically understood and agreed to by Lessee that the indemnity contained in this paragraph shall survive the expiration or earlier termination of the Lease.

**31. ACCORD AND SATISFACTION.** No payment by Lessee or receipt by Lessor of a lesser amount than any installment of rent or other charges due under this Lease shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of rent or other charges shall be deemed an accord and satisfaction, and Lessor may accept such check for payment without prejudice to Lessor's right to recover the balance of such installment or pursue any other remedies available to

Lessor. No receipt of money by Lessor from Lessee after the termination of this Lease or Lessee's right of possession of the Leased Premises shall reinstate, continue, or extend the Lease term.

**32. SURRENDER OF PREMISES.** At the expiration of the term of this Lease, Lessee agrees to remove all of its personal property and surrender the Premises broom clean and in as good a state and condition as they were at the commencement of the Lease, reasonable use, wear and damages by the elements excepted. Lessee shall have the right at any time during the term hereof, or any extensions thereof and also at the expiration of the term of Lease, to remove any and all trade fixtures, furnishings, and other equipment placed or installed by it on the property. Any damage caused to the property by the removal of such items shall be repaired to its prior condition by the Lessee at its expense.

**33. MISCELLANEOUS.**

(a) Promotion of Downtown Harrisonburg. Lessor and Lessee mutually understand and agree that a primary goal of this Lease is to encourage the promotion of downtown Harrisonburg, Virginia, as an attractive and vibrant commercial and residential area. To this end, and in consideration of the Premises and the mutual promises and covenants herein exchanged, including, without limitation, any grants or consideration made by the City of Harrisonburg, Lessee agrees that it will operate the Premises and use the grant payments in a manner consistent with this stated goal. Lessee further agrees to maintain, improve, enhance, and promote the Premises in a manner designed to encourage people to visit and/or patronize the Court Square Theater and the surrounding downtown Harrisonburg, Virginia area. Although the Lessor does not intend to exercise any control over the choices of programming or exhibits selected by the Lessee for performance or display in the Premises, both parties agree that the mutual goal of promoting downtown Harrisonburg will best be served by dissemination of exhibits and programs of the highest possible quality.

(b) Reserved Seats. Lessee will make available free of charge to the Harrisonburg Redevelopment and Housing Authority or its designee 120 tickets annually to events at the Court Square Theater which are open to the general public. Lessee will use reasonable efforts to accommodate requests for specific dates and adjoining seats.

(c) Board of Directors. Lessor may, in its sole and exclusive discretion, require that it be provided a seat on the Lessee's Board of Directors.

(d) Reports of Operations. Upon request of the Lessor, Lessee shall provide Lessor with periodic reports of its operations, including, but not limited to, minutes of its Board of Director's meetings, federal and state income tax returns, income statements, and balance sheets.

**34. COMMON ENTRANCE.** Lessee acknowledges that the entrance and lobby areas in The Market Place building will be used in common with other occupants of the building and the Leased Premises. Lessee agrees to use reasonable diligence to provide security for such areas and to properly lock all exterior doors in the event that Lessee uses such areas at times when other parts of The Market Place building are not open for business.

**35. LESSEE BOARD APPROVAL.** This Lease is subject to approval by Lessee's Board of Directors. If proper approval is not obtained on or before August 31, 2021, this Lease shall terminate. Lessee shall be responsible for all obligations of Lessee hereunder during the period that it occupies the Leased Premises.

**36. OPTION TO PURCHASE.** If at any time during the Lease Term, Lessor desire to sell, give, or transfer, either directly or indirectly, legal or equitable title to the Leased Premises, Court Square Theater, then Lessor shall advise Lessee of the terms upon which it proposes to offer the property to other parties. Lessee shall have forty-five (45) days from the receipt of such proposal to elect to acquire the Leased Premises upon such terms and conditions. In the event that Lessee fails to elect to acquire the property prior to the expiration of such forty-five (45) day period, then Lessee shall have no further rights under this paragraph. If such offer is rejected by all third parties, then Lessor may not offer the Leased Premises for transfer upon more favorable terms and conditions without first submitting the new proposal to Lessee as previously provided.

If Lessee elects to acquire the property, Lessor shall convey to Lessee good, marketable and insurable fee simple title to the Leased Premises by deed of general warranty containing English Covenants of Title, free of all liens, encumbrances and leases except for customary utility easements or restrictions of record which will not interfere with Lessee's use of the the Leased Premises as determined solely by Lessor. Lessor will not grant or create in any manner any lien, encumbrance, easement, or restriction after the date of this option without first obtaining the written consent of Lessee. Risk of loss or damage by fire or other casualty to the Leased Premises after the exercise of the option and before settlement is assumed by Lessor. Settlement shall be made on or before Forty-Five (45) days after Lessee exercises its right to purchase. Lessor will pay for preparing the deed and the recordation tax applicable to grantors. Lessee shall pay all other closing costs incurred by Lessee. Lessee shall be responsible for all real estate taxes, rent, charges, and costs arising out of the Lease and owing to Lessor, if any, as of the settlement date.

**WITNESS** the following signatures and seals.

**Harrisonburg Redevelopment and Housing Authority**

By: \_\_\_\_\_  
Michael G. Wong, Executive Director

and

**Arts Council of the Valley**

By: \_\_\_\_\_  
Louise Hostetter, President





JR "Polly" Lineweaver Program Management Report  
Month of June 2021

**Applications**

	Efficiency	One bedroom
Currently On Waiting List	0	70
New Applications Taken	0	11

**Marketing**

	Efficiency	One bedroom	Total
# of units vacant	0	1	1
# of Tenants who moved in	2	0	2
# of Tenants who moved out	1	0	1
# of Tenants who transferred	0	0	0
# of Legal Notices	0	0	0
# of Unlawful Detainers	0	0	0

**Occupancy**

15	# of minorities	25%
54	# of disabled tenants	92%
33	# of elderly tenants	55%
Total Number of Units Leased: <u>60</u>		

**Tenant Accounts Receivable**

Accounts Receivable at end of Month	\$21,890.01		
Delinquent Accounts By Age	30 10	60 10	>60 10
Security Deposits Held	\$13,900.91		
Pet Deposits Held	\$1,400.00		
Rent Billed	\$15,912.76		
Rent Collected	\$14,324.06		

Number of Inspections	<u>0</u>
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**Management**

Comments on any problems experienced during the month:

I certify that the foregoing information is true and correct to the best of my knowledge and belief.


7-7-21  
 Lisa Benasher, Lineweaver Property Manager
 Date

Lineweaver Annex Program Management Report...  
Month of May 2021

**Applications**

Currently On Waiting List	80
New Applications Taken	0

**Marketing**

# of units vacant	1
# of Tenants who moved in	0
# of Tenants who moved out	1
# of Tenants who transferred	0
# of Legal Notices	0
# of Unlawful Detainers	0

**Occupancy**

17	# of minorities	28%
47	# of disabled tenants	79%
15	# of elderly tenants	25%
Total Number of Units Leased 59		

**Tenant Accounts Receivable**

Accounts Receivable at end of Month	\$27,726.73		
Delinquent Accounts By Age	30 7	60 7	>60 7
Security Deposits Held	\$29,035.76		
Pet Deposits Held	\$1,570.00		
Rent Billed	\$16,879.00		
Rent Collected	\$16,675.51		

Number of Inspections	0
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**Management**

Comments on any problems experienced during the month:

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I certify that the foregoing information is true and correct to the best of my knowledge and belief.

  
Lisa Benasher, Lineweaver Manager

7-7-2021  
Date

**FRANKLIN HEIGHTS PROGRAM MANAGEMENT REPORT**  
**FOR THE MONTH OF JUNE 2021**

**1.) Marketing:**

	<u>1 BDR</u>	<u>2 BDR</u>	<u>3 BDR</u>	<u>4 BDR</u>	<u>5 BDR</u>	<u>Total</u>
# of Units Vacant	<u>0</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>3</u>
# of Tenants who moved in	<u>0</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>4</u>
# of Tenants who moved out	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>
# of Tenants evicted	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# of Tenants who transferred	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# of Legal Notices	<u>3</u>	<u>13</u>	<u>10</u>	<u>3</u>	<u>0</u>	<u>29</u>
# of Unlawful Detainers	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Tenants who are over-housed	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Tenants who are under-housed	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Units with handicap access	<u>9</u>	<u>0</u>	<u>2</u>	<u>4</u>	<u>1</u>	<u>16</u>
Tenants who need handicap access	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
Tenants who have handicap access	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>

**2.) Occupancy:**

TOTAL NUMBER OF UNITS LEASED: 126

**3.) Tenant Accounts Receivable:**

Security and Pet Deposits Held:	<u>\$115,341.22</u>
Rent Billed	<u>\$137,077.46</u>
Rent Collected	<u>\$131,159.43</u>

**4.) Applications:**

	<u>1 BR</u>	<u>2 BR</u>	<u>3 BR</u>	<u>4 BR</u>	<u>5BR</u>
Currently on the Waiting List there are a total of <u>1,618</u> applicants.	<u>566</u>	<u>584</u>	<u>311</u>	<u>129</u>	<u>028</u>

**5.) Inspections:**

Number Completed	Excellent	Acceptable	Needs work	Issues
0	0	0	0	0

6.) **Management:**

**Comments on any problems experienced during the month:**

Franklin Heights, LLC (FH) had four move-ins and one move-out for the month of June 2021. For the month of June 2021 FH collected \$87.92 in recoupment from tenants who had bad debt. Due to Covid-19 FH has issues in collecting rent and adjudicating rental issues. FH has continued to reach out to those who have not reached out and owe FH continues to take applications for the program.

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE  
BEST OF MY KNOWLEDGE AND BELIEF

  
\_\_\_\_\_  
Nehemias Velez, FH Property Manager

7/9/21  
\_\_\_\_\_  
Date

**COMMERCE VILLAGE PROGRAM MANAGEMENT REPORT  
FOR THE MONTH OF JUNE 2021**

**1.) Marketing:**

	<u>1 BDR VASH</u>	<u>1 BDR HCV</u>
# of Units Vacant	<u>0</u>	<u>0</u>
# of Tenants who moved in	<u>0</u>	<u>0</u>
# of Tenants who moved out	<u>0</u>	<u>0</u>
# of Tenants evicted	<u>0</u>	<u>0</u>
# of Tenants who transferred	<u>0</u>	<u>0</u>
# of Legal Notices	<u>0</u>	<u>0</u>
# of Unlawful Detainers	<u>0</u>	<u>0</u>

**2) TOTAL NUMBER OF UNITS LEASED: 30**

**3.) Tenant Accounts Receivable:**

Outstanding Balance	<u>\$1,454.74</u>		
Number of Delinquent Accounts by Age:	30:0	60: <u>0</u>	90+: <u>0</u>
Security and Pet Deposits Held:	<u>\$15,595.00</u>		
Rent Billed	<u>\$18,082.00</u>		
Rent Collected	<u>\$18,066.00</u>		

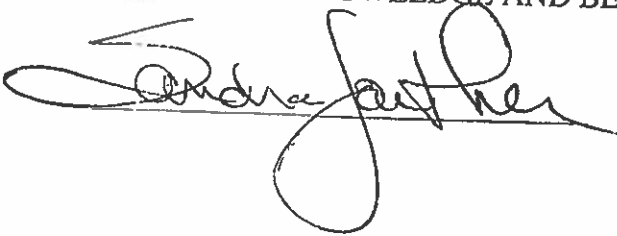
**4.) Applications:**

Currently on the Waiting List 721

**5.) Management:**

**Comments on any problems experienced during the month:**

**I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE  
BEST OF MY KNOWLEDGE AND BELIEF**



7/12/21

## FAMILY SELF- SUFFICIENCY PROGRAM REPORT

### Monthly Report –June 2021

#### HCV PARTICIPANTS

Employment	Education/Training	Escrow
In Program: 23	Enrolled in GED: 0	Positive Escrow Balances: 20
Employed: 14	Enrolled in ESL: 0	Earning Monthly Escrow: 10
Unemployed/Furlough: 9	Enrolled in Continuing Ed: 1	Newly Earning Escrow: 0
Medical Leave/Disability/Maternity Started this month: 0 Leave: N/A: 0		Increase in Earning Escrow: 1
New job this month: 0		Decrease in Earning Escrow: 1
		Interim Escrow Withdrawals: 1

#### FRANKLIN HEIGHTS PARTICIPANTS

Employment	Education/Training	Escrow
In Program: 31	Enrolled in GED: 0	Positive Escrow Balances: 15
Employed: 13	Enrolled in ESL: 1	Earning Monthly Escrow: 8
Unemployed/Furlough: 17	Enrolled in Continuing Ed.:3	Newly Earning Escrow: 0
Medical Leave/ Disability: Maternity Leave: 1	Started this month: 0	Increase in Earning Escrow: 1
New job this month: 0		Decrease in Earning Escrow: 1
		Interim Escrow Withdrawals: 1

#### HARRISON HEIGHTS

Employment	Education/Training	Escrow
In Program: 15	Enrolled in GED: 0	Positive Escrow Balances: 12
Employed: 8	Enrolled in ESL: 1	Earning Monthly Escrow: 5
Unemployed: 7	Enrolled in Continuing Ed:2	Newly Earning Escrow: 2
Medical Leave/Disability/Maternity Started this month: 0 Leave: 2		Escrow Increases: 2
New jobs this month: 4		Decrease in Earning Escrow: 2
		Interim Escrow Withdrawals: 0

#### Program Highlights

1 new FSS participant, MTW Stakeholder Meeting/Feedback. 2-pieces of furniture was distributed, Resume Raffle for FSS participant, 3 master gardener meetings were held.

Date: 7/1/2021

FSS Coordinator: Zoe Parakuo

FSS Coordinator: Everett Brubaker

**Harrisonburg Redevelopment & Housing Authority Report  
Financial Report as June 30, 2021**

**LOCAL COMMUNITY DEVELOPMENT**

Cash:	First Bank & Trust-Operating Funds		\$406,611.72
		Total	\$406,611.72
	<b>AR Due from:</b>		
	JR Polly Lineweaver Apartments	\$114,797.25	
	Housing Choice Voucher Program	\$50,248.55	
	Commerce Village, LLC	\$13,324.03	
	Franklin Heights, LLC-Operating Expenses	\$109,358.70	
	Franklin Heights, LLC-Debt Servicing	\$0.00	
		<b>\$287,728.53</b>	

**HOUSING CHOICE VOUCHER PROGRAM**

Cash:	SunTrust-Checking Account	\$383,831.25
	United Bank-FSS Escrow for participants	\$117,311.37
	Total	<b>\$501,142.62</b>

**J.R. POLLY LINEWEAVER APARTMENTS**

Cash:	United Bank-Checking Account	\$7,468.21
	Total	<b>\$7,468.21</b>

**ALL PROGRAMS-FH, LW, JRL**

Cash:	United Bank-Security Deposit Account	\$179,168.44
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**COMPONENT UNITS**

**Franklin Heights, LLC**

Cash:	United Bank-Checking Account	\$368,403.99
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**Commerce Village, LLC**

Cash:	First Bank & Trust	\$189,988.17
	BB&T-Operating Reseve Account	\$130,733.53

	<b><u>Grand Total</u></b>	<b><u>\$1,783,516.68</u></b>
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# Harrisonburg Redevelopment & Housing Authority Report

## YTD Financial Report as of June 30, 2021

	Cash Balance as of 1/31	Cash Balance as of 2/28	Cash Balance as of 3/31	Cash Balance as of 4/30	Cash Balance as of 5/31	Cash Balance as of 6/30
<b>LOCAL COMMUNITY DEVELOPMENT</b>						
Cash: First Bank & Trust	\$454,455.31	\$375,785.96	\$477,755.38	\$538,647.51	\$506,120.45	\$406,611.72
<b>HOUSING CHOICE VOUCHER PROGRAM</b>						
Cash: SunTrust-Checking	\$779,964.88	\$834,696.23	\$805,669.12	\$774,742.36	\$406,384.11	\$383,831.25
United Bank-FSS Escrow	\$125,387.61	\$119,258.82	\$121,765.04	\$125,248.87	\$123,339.44	\$117,311.37
<b>J.R. POLLY LINEWEAVER APARTMENTS</b>						
Cash: United Bank-Checking	\$2,349.54	\$7,671.70	\$5,482.47	\$5,046.34	\$5,765.37	\$7,468.21
<b>ALL PROGRAMS-FH, LW, JRL, CVO</b>						
Cash: United Bank-Security Dep.	\$149,153.59	\$181,586.84	\$183,375.50	\$187,260.48	\$189,990.12	\$179,168.44
<b>COMPONENT UNITS</b>						
<b>Franklin Heights, LLC</b>						
Cash: United Bank-Checking	\$5,353.25	\$136,134.48	\$118,328.81	\$200,770.16	\$280,428.12	\$368,403.99
<b>Commerce Village LLC</b>						
Cash: First Bank & Trust	\$177,038.22	\$193,129.22	\$179,738.47	\$182,548.83	\$187,522.92	\$189,988.17
BB&T (Operating Reserve)	\$130,728.17	\$130,729.17	\$130,730.28	\$130,731.35	\$130,732.46	\$130,733.53
Total	\$1,824,430.57	\$1,978,992.42	\$2,022,845.07	\$2,144,995.90	\$1,830,282.99	\$1,783,516.68



# **Harrisonburg Redevelopment & Housing Authority Report** **Financial Report as of June 30, 2021**

## **Franklin Heights, LLC**

Income	\$	848,440.59
Expenses	\$	(390,459.84)
Less: Principal Payments	\$	(60,608.55)
Total	\$	397,372.20

## **J.R. POLLY LINEWEAVER APARTMENTS**

Income	\$	221,532.80
Expenses	\$	(164,525.46)
Total	\$	57,007.34
Add: Service Coordinator Grant Funds	\$	6,211.91
Less: Service Coordinator Grant Expenses	\$	(23,816.12)
	\$	(17,604.21)
Profit (Loss)/Gain	\$	39,403.13
Less: Principal Payments	\$	(74,279.75)
Total	\$	(34,876.62)