



Louisiana Housing
Corporation

Neighborhood Landlord Rental Program II " NLRP2 "

Louisiana Housing Corporation Policies and Procedures

Version 1.0 - March 1, 2024

Contents

Version History	1
Program Definitions	2
Neighborhood Landlord Rental Program Phase II Overview	6
Program Overview	6
Funding Available	7
CDBG-DR Eligible Activity	7
CDBG-DR National Objective	7
Method of Disbursement.....	7
Maximum Award	7
Maximum Award	7
Maximum NLRP2 Assistance.....	7
Maximum Award Take Out.....	8
Eligibility	8
Eligible Applicant.....	8
Qualified Project	8
Geographic Location of Qualified Project	9
Qualified Project Ownership Requirements by Eligible Applicants	9
Property Eligibility Requirements.....	9
Construction Contractor and Fixed Price Construction Contract.....	10
Vacancy Requirement.....	10
Identity of Interest.....	10
Ineligible Applications	11
Conflict of Interest/Ethics Policy.....	12
Eligible Costs.....	12
Ineligible Costs	13
Occupancy and Set Aside Unit Requirements During Period of Affordability	13
Occupancy Requirements for Completed Units	13
Affordability Period and Set-Aside Units.....	13
Construction Loan Take Out Requirements.....	14
Lender Construction Loan Terms	14

Timing of Take-Out Assistance to Lender	14
Effect of Lien Position of Permanent Loan on Conversion Date	14
Recourse Requirements and Guarantee by Principals of Eligible Borrowers	15
Cross Defaults of Multiple Qualified Project During Affordability Period	15
Senior Lien Financing Limitations	15
Construction Monitoring by Lenders, Oversight and Progress Payments	15
Take-Out Commitment Funding Source	16
Terms of Construction Loan and Conversion to Permanent Loan When Assigned to LHC	16
Terms of Permanent Loan - Payment Only Upon Default.....	16
Construction Loan Closing Documentation	16
Solicitation of Participating Lenders	17
Lender Fees and Closing Costs.....	17
Period of Affordability	17
Federal Requirements.....	17
No Choice Limiting Action Until Environmental Review	17
Environmental Review	17
Cross-Cutting Federal Requirements	18
Duplication of Benefits (DOB).....	18
Record Keeping	19
Construction Standards	19
Construction Standards.....	19
Minimum Construction Requirements	19
Minimum Architectural Requirements.....	21
Cost Reasonableness	21
Documentation to Determine Cost Reasonableness	21
New Construction Project.....	22
Reconstruction Project.....	22
Rehabilitation Project.....	23
Determining Cost Reasonableness	24
Cost Reasonableness for Owners Electing to Preform the Rehabilitation of the Project	24
Application Review.....	24

Closing Documents.....	24
Executed Closing Documents.....	24
Notice to Proceed	25
Inspection Process.....	25
Applicant Providing Construction Funds	25
Construction Lender Providing Funds.....	25
Tenant Selection and Approval.....	26
Timeline for Occupancy.....	26
Allowable Rents	26
Tenant Selection Packet	26
Tenant Approval or Denial by the Program	26
Rental Tenant Information Portal	27
Payment Process.....	27
Setting Up Vendors.....	27
Requirements to Initiate the Construction Take Out.....	27
Creating a Draw Request	27
Compliance Period.....	28
Yearly Monitoring.....	28
Loan Forgiveness	29
Appeals Process.....	29
Exhibits	29
Exhibit I.....	30
Exhibit II.....	31
Exhibit III	36
Exhibit IV	37
Exhibit V	38
Exhibit VI	39
Exhibit VII	41
Exhibit VIII	42
Exhibit IX.....	42
Exhibit X	43
Exhibit XI	44

Exhibit XII	45
Exhibit XIII	46
Exhibit XIV.....	47
Exhibit XV.....	48
Exhibit XVI.....	49
Exhibit XVII.....	50
Exhibit XVIII.....	51

Version History

Version	Date	Revision Summary
1.0	03/01/2024	First draft.

Program Definitions

Affordability Period	As specified in the Take-out Commitment.
Affordable Rents	The rents for each residential rental housing unit by bedroom size published by LHC by parish location for each Qualified Project reduced by the Utility Allowance applicable to the unit. These rents cannot exceed the allowable published rents when Section 8 vouchers are present.
Construction Loan	The loan originated by a Lender to an Eligible Borrower to finance the construction of a New Unit or the renovation of an Existing Unit.
Conversion Date	The date the Lender receives payment pursuant to the Take-out Commitment.
Eligible Costs	<p>The following constitute Eligible Costs:</p> <ol style="list-style-type: none"> 1. <u>Development hard costs</u>. Development hard costs are the actual cost of constructing or rehabilitating housing. 2. <u>Related soft costs</u>. Other reasonable and necessary costs incurred by the owner or LHC and associated with the financing or development (or both) of New Units or Existing Units assisted with CDBG Funds.
Eligible Parishes	Acadia, Allen, Ascension, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Catahoula, Claiborne, De Soto, East Carroll, East Baton Rouge, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, Lafayette, LaSalle, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Ouachita, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Helena, St. James, St. Landry, St. Martin, St. Tammany, Tangipahoa, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana and Winn Parish.
Great Floods of 2016	One or both of the floods identified by DR-4263 or DR-4277 floods in which FEMA Individual Assistance was approved.
HUD	U.S. Department of Housing and Urban Development ("HUD").
HUD Designated Most Impacted Parishes	The following ten (10) Parishes: Ascension, Acadia, East Baton Rouge, St. Tammany, Lafayette, Vermilion, Livingston, Washington, Ouachita, and Tangipahoa.
Identity of Interest	An identity of interest is construed to exist when:

	<p>1. There is any financial interest of the Developer or Owner in the Builder or any financial interest of the Builder in the Developer or Owner.</p> <p>2. Any officer, director or stockholder or partner of the Developer or Owner who is also an officer, director or stockholder or partner of the Builder.</p> <p>3. Any officer, director, stockholder or partner of the Developer or Owner has any financial interest in the Builder; or any officer, director, stockholder or partner of the Builder has any financial interest in the Developer or Owner.</p> <p>4. The Developer or Owner advances any funds to the Builder.</p> <p>5. The Developer or Owner supplies and pays, on behalf of the Builder, the cost of any architectural services or engineering services other than those of a surveyor, general superintendent, or engineer employed by a Developer or Owner in connection with its obligations under the construction contract.</p> <p>6. The Developer or Owner takes stock or any interest in the Builder compensation as consideration of payment.</p> <p>7. There exists or comes into being any side deals, arrangements, contracts or undertakings entered into or contemplated, thereby altering, amending, or canceling any of the required closing documents, except as approved by LHC or LHC.</p> <p>8. Any relationship (e.g., family) existing which would give the Builder or Developer or Owner control or influence over the price of the contract or the price paid to any subcontractor, material supplier or lessor of equipment.</p> <p>9. Any member of the Development Team advances any funds to the Developer or Owner at any point prior to an allocation.</p> <p>For purposes of determining an identity of interest between parties not identified in (i) through (ix), such parties will be identified as either the Developer and Owner or the Contractor as appropriate to establish the identity of interest.</p>
Income Restricted	During the Affordability Period, residential housing units may only be rented to a Qualified Household.
Ineligible Applications	Applications will be deemed ineligible if any of the following conditions exist at the time of application submission:

	<ol style="list-style-type: none"> 1. Any person and or entity on the federal debarred list or an organization representing such person or entity is on the list. 2. Any person and or entity that received notice that they are currently out of compliance with LHC regarding annual audits or who are in arrears with other LHC financed projects. 3. Homeownership Developments proposed by entities that currently have unsold properties funded by LHC CDBG Funds. 4. Any person or entity that currently has a LHC financed project with compliance issues that are unresolved for greater than ninety days. 5. Four or more projects previously awarded financing by LHC that are currently incomplete. Applications that are impacted by this requirement will be reviewed on a case-by-case basis by program staff; and, in limited cases, a waiver of this requirement may be granted at LHC's sole discretion. 6. Any Borrower not in compliance with any other LHC or OCD disaster program.
Ineligible Costs	<p>The following costs are ineligible under the NLRP2 Initiative:</p> <ol style="list-style-type: none"> 1. Any cost to purchase land or property before or after the NOFA was published 2. Any cost for development, operations or modernization of public housing financed under the 1973 Act (Public Housing Capital and Operating Funds) 3. Any cost to refinance any loan. 4. Any Developer or Consultant fees
LHC	The Louisiana Housing Corporation
OCD	State of Louisiana, Division of Administration, Office of Community Development.
Permanent Loan	The loan by LHC, either through a conversion of LHC prescribed construction loan agreement or through a separate LCH permanent loan documents.
Priority Allocation	A Take-out Commitment to a Qualified Project with four (4) residential housing units in which the household income for one of the residential housing units does not exceed 30% of area median income published by HUD.

Priority Eligible Parishes	HUD Designated Most Impacted Parishes.
Qualified Household	A tenant household in which no member is related to the Borrower and for which household income does not exceed the lower of 80% of AMI published by HUD as adjusted by family size or such lower amount for Set-aside Units as provided for in an Application for a Take-out Commitment.
Qualified Project	A project not in excess of four (4) residential rental housing units located in an "Eligible Parish" and in which each residential rental housing unit is a Qualified Dwelling Unit ("Unit") on a site with any building (including a manufactured housing unit) or buildings located on the site that are under common ownership, management, and financing and are to be assisted with CDBG Funds as a single undertaking within a single governmental entity (if located within a city, town, or other similar political subdivision then all sites must be within the same political subdivision for rental projects.) The project includes all the activities associated with the site(s) and building(s).
Qualified Dwelling Unit	A residential rental unit that is Income Restricted and Rent Restricted. Units can be one 4-unit building or four 1-unit buildings or any combination in between.
Rent Restricted	Rent charged a Qualified Household during the Affordability Period may not exceed Affordable Rents.
Take-out Funds	CDBG Funds of the maximum nine million four hundred and sixty-six thousand three hundred and twenty-five dollars (\$9,466,325) in the program allocated according to unit limits.
Utility Allowance	The utilities for which an allowance is provided to tenants include electricity, natural gas, water, sewer and trash collection. If a tenant pays any of these costs in addition to their rent, a utility allowance is required
Vacant Unit	A residential housing unit that does not have a tenant occupant. In order to be eligible for the NLRP2 Initiative, all the units contained in the Application must have been vacant by February 14, 2017. A landlord may not intentionally displace a tenant in order to be able to apply to the NLRP2 Initiative.

Neighborhood Landlord Rental Program Phase II

Overview

Program Overview

The purposes of the Louisiana Neighborhood Landlord Rental Program Phase II ("**NLRP2 Initiative**") are:

- To repair damaged housing stock in Eligible Parishes that will be made available at affordable rents for households at or below eighty percent (80%) or area median income ("**AMI**");
- To produce affordable residential rental housing units outside of a Special Flood Hazard Area ("**SFHA**");
- To revitalize communities damaged by the Great Floods of 2016 by eliminating the blight of vacant properties to increase the availability of affordable rental housing for households at or below eighty percent (80%) AMI; and
- To implement the NLRP2 Initiative in a manner that (i) engages Lenders who commit to new construction and/or renovation financing for residential rental properties located in Eligible Parishes, (ii) is most efficient and cost-effective throughout the Eligible Parishes, and (iii) is low-risk to developers ("**Eligible Borrowers**") who submit Applications thereby ensuring that the budgeted Take-out Funds for residential rental housing units under the NLRP2 Initiative construct and repair the maximum number of affordable residential rental housing properties in one of the FEMA Disaster Declared Parishes or
- one of the HUD Designated Most Impacted Parishes ("**Eligible Parishes**") as a result of the Great Floods of 2016; provided that properties located in HUD Designated Most Impacted Parishes ("**Priority Eligible Parishes**") will receive priority awards of Take-out Funds.
- Under the NLRP2, the Louisiana Housing Corporation ("**LHC**") will accept an application ("**Application**") from an Eligible Borrower who will construct new
- residential rental housing units ("**New Units**") or will renovate vacant residential rental housing units ("**Existing Units**") in a project that will not exceed four (4) residential
- qualified dwelling housing units ("**Qualified Project**").
- An Eligible Applicant either must partner with a pre-qualified commercial lender ("**Lender**") that provides the Applicant a commitment contingent upon receipt of a NLRP2 loan which will be included in the Application to provide the Eligible Borrower mortgage lien construction financing ("**Construction Loan**") of a

Qualified Project or must fully fund all development costs of the Qualified Project with the Borrower's own funds.

Funding Available

Total funding awarded under NLRP2 is Nine Million Four Hundred Sixty-six Thousand Three Hundred and Twenty Five Dollars (\$9,466,325.00). The amount is subject to upward or downward adjustment by LHC.

CDBG-DR Eligible Activity

NLRP2 qualifies under Rehabilitation, loan financing (HCDA Sec. 105 (a)(4); 105(a)(9); 105(a)(14-15)).

CDBG-DR National Objective

The program meets the LMI Housing National Objective as all funds exclusively serve low- and moderate-income households.

Method of Disbursement

LHC issued a NOFA on November 6, 2019. Awards were issued as Take-out Assistance in an amount not exceeding the advances on a Construction Loan plus accrued interest up to the conversion date.

Maximum Award

Maximum Award

The maximum amount of NLRP2 Initiative funding is based on the number of units in each structure. Final award is the lesser of the cost of construction or other limits that may be set by the NLRP2 Initiative program guidelines and procedures. The maximum NLRP2 funding allowed by unit type is:

NUMBER OF UNITS PER STRUCTURE	MAXIMUM NLRP2 TAKE-OUT ASSISTANCE
1 Unit	\$150,000
2 Units	\$250,000
3 Units	\$315,000
4 Units	\$375,000

Maximum NLRP2 Assistance

A private for-profit property owner ("**Residential Rental Property Owner**") NPO, CHDO, PHA and LDA may apply for assistance not exceeding six hundred thousand dollars

(\$600,000) under multiple loans and no Applicant may submit more than three (3) Complete Applications of (4) units per application.

Maximum Award Take Out

LHC only funds Take-out Assistance on the Conversion Date in an amount not exceeding the aggregate advances on a Construction Loan plus accrued interest to the conversion date. A private for-profit owner is allowed up to 8 months of accrued interim construction interest from the date of the notice to proceed awarded to them by the program. NPO's, CHDO's, PHA's and LDA's are allowed up to 10 months of accrued interim construction interest from the date of the notice to proceed awarded to them by the program. Contingency of (10%) is not included in the Permanent Loan if not used as approved in writing by LHC during construction. Change orders are reviewed and approved only on an as needed basis. No change order is undertaken unless there has been expressed written concurrence by LHC.

Eligibility

Eligible Applicant

An Eligible Applicant is one of the following entities:

- Community Housing Development Organization ("**CHDO**")
- 501(c)(3) or 501(c)(4) Not-For-Profit Organization ("**NPO**") with a board approved mission to further affordable housing, or demonstrated through the NPO by-laws mission statement.
- Local Public Housing Authority ("**PHA**")
- A local development agency ("**LDA**") that is not a parish or municipality
- A private for-profit property owner ("**Residential Rental Property Owner**") who's unit sustained damage due the Great Floods of 2016

New Construction is limited to CHDO, NPO, LDA, and/or PHAs.

Qualified Project

Under the program, a project is defined as property not in excess of four (4) residential housing units located in an "**Eligible Parish**" and in which each residential housing unit is a Qualified Dwelling Unit ("**Unit**") on a site with any building (including a manufactured housing unit) or buildings located on the site that are under common ownership, management, and financing and are to be assisted with CDBG Funds as a single undertaking within a single governmental entity (if located within a city, town, or other similar political subdivision then all sites must be within the same political subdivision for rental projects).

Geographic Location of Qualified Project

The Qualified Project must be located in one of the FEMA Disaster Declared Parishes or one of the HUD Designated Most Impacted Parishes ("**Eligible Parish**") as a result of the March 2016 and August 2016 Severe Storms and Flooding, as follows:

Acadia, Allen, Ascension, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Catahoula, Claiborne, De Soto, East Carroll, East Baton Rouge, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, Lafayette, LaSalle, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Ouachita, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Helena, St. James, St. Landry, St. Martin, St. Tammany, Tangipahoa, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana and Winn Parish.

The Qualified Project must be located outside of a Special Flood Hazard Area (**SFHA**).

Qualified Project Ownership Requirements by Eligible Applicants

Nonprofit Ownership at NOFA Publication: Qualified Projects submitted by an Eligible Borrower which is a CHDO, NPO, PHA, or LDA must provide evidence of an executed ground lease or evidence of ownership by the CHDO, NPO, PHA or LDA as of the date that the NOFA is published.

Ownership of Qualified Project by Eligible Borrower Other Than Nonprofit: Qualified Projects submitted by an Eligible Borrowers that are neither a CHDO, NPO, PHA nor a LDA must have been owned by such Borrower prior to or on the date of the Great Floods of 2016 and had to have sustained flood related damages, based upon the parish affected by one or both of the floods identified by DR-4263 or DR-4277 in which FEMA Individual Assistance was approved as follows:

- DR-4263: March 08, 2016
- DR-4277: August 11, 2016

Property Eligibility Requirements

To be eligible under the NLRP2 Initiative, a property must be a residential rental property to be repaired, reconstructed, or newly constructed and satisfy each of the following criteria:

- Must be a residential rental structure with not-to-exceed 4 qualified dwelling units. Properties with more than 4 units contained within a single structure are not eligible under the Program;
- Must be site-built, modular or manufactured home;
- Must be located in one of the Eligible Parishes; and
- Must complete an environmental review.

The Qualified Project must be outside of a Special Flood Hazard Area (**SFHA**).

Construction Contractor and Fixed Price Construction Contract

Applicants must have submitted with each Application a fixed price construction quote with a Louisiana licensed contractor ("**Contractor**") who will construct New Units or renovate Existing Units in a Qualified Project at a not-to-exceed fixed contract price. A construction contingency of not more than 10% ("**Contingency**") may have been included in each Approved Budget but such Contingency may not be used during construction or renovation without the express written approval of the Lender and LHC.

Borrowers who would like to perform the construction of the qualified project themselves must have also provided two bids from a Louisiana Licensed Contractor, in addition to their own bid to perform the same services. The bids to self-perform must be submitted on a line-item basis, and the Borrower is prohibited from earning profit and overhead on their self-performed bid scope. Borrowers who elect to perform the construction of the qualified project must carry a valid Louisiana Contractor License.

Vacancy Requirement

To be eligible for the NLRP2 Initiative, all the units contained in the Application must have been vacant by February 14, 2017. A landlord may not intentionally displace a tenant prior to application to the NLRP2 Initiative to be able to apply to the program.

Identity of Interest

Identity of interest means any relationship (generally based on family ties or financial interests) between the seller and purchase (prospective owner), (b) the owner and/or general contractor and the subcontractor, material supplier or equipment lessor, or (c) the owner and the lender, which could reasonably give rise to a presumption that the parties to the transaction may operate in collusion in establishing the purchase price of the property, the cost of the rehabilitation work, or the terms of the financing. Examples of identity of interest relationships include:

- There is any financial interest of the Developer or Owner in the Builder or any financial interest of the Builder in the Developer or Owner.
- Any officer, director or stockholder or partner of the Developer or Owner who is also an officer, director or stockholder or partner of the Builder.
- Any officer, director, stockholder or partner of the Developer or Owner has any financial interest in the Builder; or any officer, director, stockholder or partner of the Builder has any financial interest in the Developer or Owner.
- The Developer or Owner advances any funds to the Builder.
- The Developer or Owner supplies and pays, on behalf of the Builder, the cost of any architectural services or engineering services other than those of a surveyor,

general superintendent, or engineer employed by a Developer or Owner in connection with its obligations under the construction contract.

- The Developer or Owner takes stock or any interest in the Builder compensation as consideration of payment.
- There exists or comes into being any side deals, arrangements, contracts or undertakings entered into or contemplated, thereby altering, amending, or canceling any of the required closing documents, except as approved by LHC or LHC.
- Any relationship (e.g., family) existing which would give the Builder or Developer or Owner control or influence over the price of the contract or the price paid to any subcontractor, material supplier or lessor of equipment.
- Any member of the Development Team advances any funds to the Developer or Owner at any point prior to an allocation.
- For purposes of determining an identity of interest between parties not identified in (i) through (ix), such parties will be identified as either the Developer and Owner or the Contractor as appropriate to establish the identity of interest.

LHC may reduce any allowable costs where an Identity of Interest has been found among the parties to transactions involving the sale, development and/or operation of the project.

Ineligible Applications

Applications were deemed ineligible if any of the following conditions existed at the time of application submission:

- Any person and or entity on the federal debarred list or an organization representing such person or entity is on the list.
- Any person and/or entity that received notice that they are currently out of compliance with LHC regarding annual audits or who are in arrears with other LHC financed projects.
- Homeownership Developments proposed by entities that currently have unsold properties funded by LHC CDBG Funds.
- Any person or entity that currently has a LHC financed project with compliance issues that are unresolved for greater than ninety days.
- Four or more projects previously awarded financing by LHC that are currently incomplete. Applications that are impacted by this requirement will be reviewed on a case-by-case basis by program staff; and, in limited cases, a waiver of this requirement may be granted at LHC's sole discretion.

- Any Borrower not in compliance with any other LHC or OCD disaster program

Conflict of Interest/Ethics Policy

All individuals were permitted to apply for the program if their rental homes were damaged by the Great Floods of 2016.

HUD conflict of interest regulations prohibit local elected officials, sub-recipient employees, and consultants who exercise functions with respect to CDBG Disaster Recovery activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, from receiving any benefit from the activity either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

For purposes of this section, "family" is defined to include parents (including mother-in-law and father-in-law), grandparents, siblings (including sister-in-law and brother-in-law), and children of an official covered under the CDBG conflict of interest regulations at 24 CFR Sec. 570.489(h).

If the need to determine whether or not a conflict of interest existed, an LHC attorney made the determination. If required, LHC attorney produced an exception request which was submitted to the State's Office of Community Development /Disaster Recovery Unit (OCD/DRU) and/or the State Ethics Commission. The State is able to consider granting an exception to the conflict of interest provision should it be determined by the LHC attorney that the parties involved in the conflict have adequately and publicly addressed all of the concerns generated by the conflict of interest and that an exception would serve to further the purposes of Title I of the Housing and Community Development Act of 1974 and the effective and efficient administration of the program.

Eligible Costs

The following constitute Eligible Costs:

- Development hard costs. Development hard costs are the actual cost of constructing or rehabilitating housing.
- Related soft costs.
 - Interim Construction interest
 - Reasonable origination and closings charges as described by the construction loan lender
 - Reasonable Architectural and or Engineering Services as required for the construction of new units
 - Title and or recording fees for the closing of the interim construction financing as required by the lender

- Survey Costs
- Appraisal costs as required by the interim construction-financing lender
- Other reasonable and necessary costs incurred by the owner and associated with the financing or development (or both) of New Units or Existing Units may be considered by LHC on a case-by-case basis for approval.

Ineligible Costs

The following costs are ineligible:

- Any cost to purchase land or property before or after the NOFA was published;
- Any cost for development, operations or modernization of public housing financed under the 1973 ACT (Public Housing Capital and Operating Funds);
- Any cost to refinance any loan; and
- Any Developer or Consultant fees

Occupancy and Set Aside Unit Requirements During Period of Affordability

Occupancy Requirements for Completed Units

All residential housing units following completion must be occupied by households ("**Qualified Households**") at or below eighty percent ("80%") of area median income ("**AMI**"). For NPOs this is the standard unless the NPO elected for increased set aside by NPO's to households at or below ("50%").

Affordability Period and Set-Aside Units

For Qualified Projects with more than four residential housing units, the NLRP2 Initiative requires a specified number of set aside units ("**Set-aside Units**") to be occupied by Qualified Households with lower household incomes based upon the number of residential housing units in a Qualified Project and for an Affordability Period as specified below:

Residential Housing Units	Qualified Household Incomes	Set-Aside Units	Affordability Period
4 or fewer units	80% AMI and below	None	five (5) years

Construction Loan Take Out Requirements

Lender Construction Loan Terms

A Lender's Construction Loan may accrue interest at a not-to-exceed rate of interest required by the Lender and as approved by LHC during construction. A Lender's Construction Loan must provide that:

- The construction of a New Unit or the renovation of an Existing Unit will be completed within a not-to-exceed fixed budget containing all not-to-exceed closing fees and closing costs approved by the Lender and LHC (the "**Approved Budget**") and
- the construction must be completed by a not-later-than completion date ("**Completion Date**") approved by LHC and the Lender. This completion date should be included in the construction quote and/or contract.

A Construction Loan is structured with a promissory note ("**Construction Note**") secured by a mortgage ("**Construction Mortgage**") that is negotiated and assigned by the Construction Lender to the "**LOUISIANA HOUSING CORPORATION**" following completion of construction or renovation of a residential housing unit and upon receipt by the Lender of a guaranteed payment ("**Take-out Commitment**") by LHC. If the Lender does not utilize LHC prescribed construction loan documents, a separate LHC promissory note, mortgage, loan agreement and associated documents is utilized for the Permanent Loan, which is executed simultaneously at the construction loan closing by the Lender's closing agent. All recorded construction mortgages and LHC closing documents are recorded against subject property at said closing. Closing costs advanced from Construction Loan include costs associated with LHC loan, including a lender's policy of title insurance.

Timing of Take-Out Assistance to Lender

Upon the Borrower satisfying the terms of LHC's loan agreement, all advances by the Construction Lender on the Construction Loan are paid by LHC to the date the Take-out Assistance is paid to the Lender ("**Conversion Date**"). Take-out Assistance includes the aggregate advances for eligible costs on a Construction loan plus unpaid accrued interest for For-Profit Landlord's at or below 80% AMI to the Conversion Date.

Effect of Lien Position of Permanent Loan on Conversion Date

Permanent Loan in Senior Lien Position: If the Permanent Loan is in the senior lien position, the Conversion Date is the later of (i) the date a certificate of occupancy of the Qualified Project is delivered to the Construction Lender and LHC and (ii) the date the Construction Lender receives payment in full pursuant to the Take-out Commitment. Occupancy by a Qualified Household must occur not later than 90 days from the Conversion Date.

Permanent Loan in Subordinate Lien Position: If the Permanent Loan is subordinate to a third party permanent lien lender, the Conversion Date is delayed until all residential rental units in the Qualified Project is occupied by a Qualified Household.

Recourse Requirements and Guarantee by Principals of Eligible Borrowers

Construction Loans must be full recourse against Eligible Borrowers and must be further guaranteed by Principals of an Eligible Borrowers having a twenty percent (20%) ownership interest or more in the Eligible Borrowers.

Cross Defaults of Multiple Qualified Project During Affordability Period

An Eligible Borrower owning two or more Qualified Projects will be required to cross default all Qualified Projects only during the Affordability Periods for each of the multiple Qualified Projects. Cross defaults are not activated for any Qualified Project prior to the Conversion Date of that Qualified Project.

Senior Lien Financing Limitations

Seller Financing to Nonprofits: Seller financing evidenced in an Application submitted by a CHDO or NPO may only be provided by a local redevelopment authority or another instrumentality of government.

Net Asset and Liquidity Requirements Related to Liens Senior to Permanent Loan: If LHC's Permanent Loan is to be subordinate to a Senior Loan, the Eligible Borrower and its Principals must submit financial information satisfactory to LHC evidencing net assets and liquidity as follows:

- Aggregate Net Worth: $\geq 110\%$ of Take-out Commitment
- Financial Liquidity: $\geq 20\%$ of Take-out Commitment

Construction Monitoring by Lenders, Oversight and Progress Payments

Monitoring of construction progress is the responsibility of the Lender providing the Construction Loan. All construction progress payments by the Lender or the Eligible Borrower to the Contractor may be monitored by LHC on a prescribed requisition form approved by the Lender and LHC. All construction progress payments to Contractor must be supported with back-up invoices and receipts. Lender is required to certify actual costs paid by the Construction Lender with respect to advances to the Eligible Borrower. The Eligible Borrower is required to provide proof of payments either by EFT, check, or money order to the Contractor performing the construction services. No cash payments are accepted as evidence of payment to the contractor. The eligible borrower is also required to provide lender inspection reports.

Take-Out Commitment Funding Source

The funding source of the Take-out Commitment by LHC on the Conversion Date is up to \$11 million of Community Development Block Grant Funds ("**CDBG Funds**") made available to LHC by OCD.

Terms of Construction Loan and Conversion to Permanent Loan When Assigned to LHC

Prior to the Conversion Date, the terms of the Construction Loan correspond to the terms requirements specified by the Lender. The Construction Loan is either assigned to LHC on the Conversion Date and converted to a permanent loan ("**Permanent Loan**") or is paid off or paid down on the Conversion Date under separate LHC loan documents, if the Lender has not utilized LHC prescribed construction loan documents. On and after the Conversion Date, the terms of the Permanent Loan correspond to the requirements of LHC. Whichever form of LHC loan agreement is utilized, the Permanent Loan will mature not later than five (5) years following the Conversion Date.

Terms of Permanent Loan – Payment Only Upon Default

The Permanent Loan does not bear interest and is subject to principal payments only upon a determination that the Eligible Borrower failed to maintain the property financed by the Permanent Loan as a Qualified Project or that there is a default under the Permanent Loan Document that cannot be cured. If the residential rental units in a Qualified Project remain affordable during the applicable Affordability Period and if there have been no default findings by LHC, the Permanent Loan is forgiven at the end of the applicable Affordability Period.

Construction Loan Closing Documentation

Eligible Borrowers are required to execute a Conditional Commitment of NLRP2 Funds upon award of a Take-out Commitment that must be acknowledged by the Construction Lender. LHC approved financing documents ("**NLRP2 Loan Documents**") must be executed at Closing. NLRP2 Loan Documents may include the form of a Lender's Construction Note and Construction Mortgage and other NLRP2 Loan Documents only if approved in advance of an Application being submitted for the Qualified Project. The form of the Louisiana Neighborhood Landlord Rental Program Regulatory Agreement ("**NLRP2 Regulatory Agreement**") must be executed and recorded at the Closing of the Construction Loan. Lenders will be required to submit to LHC (within five Business Days of Closing) a docket ("**Closing Docket**") containing all NLRP2 Loan Documents, including Other Required Documents and Proceedings identified in a standard Index of Closing Documents ("**Closing Index**") that LHC approves in advance of Closing. Similarly, an Applicant using non-borrowed funds to finance construction must submit to LHC a Closing Docket and arrange to commence construction financing using Other Required Documents and Proceedings identified in the Closing Index that LHC will approve in advance of Closing.

Solicitation of Participating Lenders

LHC solicits Lenders for participation in the NLRP Initiative by requesting that such Lenders agree to use standard NLRP Loan Documents at each Closing. NLRP Loan Documents are prepared and distributed in advance of the Application Period by LHC. If Lenders do not choose to execute LHC Loan Documents, they are permitted to use their own loan documents. In no event do the lenders' loan documents obligate the borrower to interest and costs not approved by LHC and there is no prepayment penalty.

Lender Fees and Closing Costs

An Application must identify all Lender fees to be charged to an Eligible Borrower, including Lender Application Processing Fees, Lender Commitment Fees, Lender Closing Fees, Lender Legal Fees, and Lender Construction Monitoring Fees. Costs associated with closing of the permanent loan are to be advanced from the Construction Loan, which includes any filing fees and lender policy of title insurance issued by Construction Lender closing agent. All Lender fees must be reasonable and are subject to review and approval by LHC.

Period of Affordability

The NLRP2 Initiative requires Qualified Households to occupy the residential housing units in a Qualified Project on and after the Conversion Date for period of five (5) complete calendar years ("**Affordability Period**"). The Affordability Period and percentage of AMI for each Qualified Household in a Qualified Project will be specified in the Take-out Commitment and the Permanent Loan Documents as of the Conversion Date. This date will normally reflect five (5) years after the initial lease up by a qualified tenant.

Federal Requirements

No Choice Limiting Action Until Environmental Review

Applicant and its contractors are prohibited from undertaking or committing any funds or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, or leasing or disposition prior to the execution of the "Authority to Use Grant Funds" (HUD 7015.16) or equivalent letter, and that the violation of this provision may result in the denial of any NLRP2 Funds. Entering a contract obligating the borrower to any of the above constitutes a choice limiting action.

Environmental Review

The timeline for an Environmental Assessment ("**EA**") level (i.e., requiring a Phase I Report for new construction or rehabilitation) environmental process is 90-120 days from the receipt of a comprehensive environmental review record ("**ERR**"). The range of time required to completely review an ERR for a given property varies and is largely

dependent upon how well the ERR submission is compiled. The stated condition of the property and recognized environmental conditions ("**REC**") in vicinity of the project dictate follow-up necessities (i.e., 404 wetlands permits or Phase 2 reports) which further prolong the review process. There is no official HUD timeline for all the steps of the environmental review process.

The only steps that have associated time constraints are the 8-step process (if applicable has 15 and 7-day notice periods), the FONSI/NOI public notice period prior to submitting the RROF (15-18 days), and the HUD review/comment period prior to the authorization to use grant funds ("**AUGF**") which (15-18 days but more often than not) gets extended. Those three steps can take anywhere from 45-60 days if not longer.

Cross-Cutting Federal Requirements

All Qualified Projects are subject to CDBG Federal Grant Requirements referenced in the Neighborhood Landlord Rental Program Regulatory Agreement ("**NLRP2 Regulatory Agreement**") required to be filed as of record as a covenant running with the land for all Qualified Projects financed under the NLRP2 Initiative. The NLRP2 Regulatory Agreement is enforceable against the Eligible Borrower and its successors and assigns during the Affordability Period. Included among the CDBG Federal Grant Requirements are compliance requirements with Section 504 of the Rehabilitation Act of 1973, Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations; and the regulations at 24 CFR Part 107 (Equal Opportunity in Housing); and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs).

Davis-Bacon wage and reporting requirements applies to projects funded directly by or assisted in whole or in part with CDBG Funds. There are no exemptions or thresholds beyond the standard Davis-Bacon Act \$2,000 threshold that applies to the total value of the project construction, not just the amount of the CDBG assistance, in addition to the development of structures over 7 units. Public Housing Authorities must follow their own established policies as it relates to this federal requirement. Davis-Bacon only applies prospectively to a project for which the construction contract was awarded and/or for which construction started prior to the date that LHC announced and invited applications for CDBG assistance.

Duplication of Benefits (DOB)

The Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern, or other entity from receiving financial assistance from CDBG Disaster Recovery funding with respect to any part of a loss resulting from a major disaster as to which he has already received financial assistance under any other program or from insurance or any other source.

The Stafford Act also requires that LHC perform a duplication of benefits analysis pertaining to each applicant within the NLRP2.

The State requires the Borrower to indicate in the application, the types, amounts and purposes of assistance both approved and received to date related to the Great Flood of 2016. The amount of approved assistance is counted in the duplication of benefits analysis. Sources of assistance will include, but are not limited to, FEMA, SBA, Insurance, and CDBG. Any Borrower who received SBA funding to rehabilitate their home/property are evaluated for acceptance in the NLRP2 Program on a case-by-case basis. Any other assistance received that already covers unmet needs identified under the program are considered when calculating an award.

The program utilizes duplication of benefit (DOB) feeds from the memorandum of understanding (MOU) between SBA and FEMA to verify the amount received from its federal partners.

Record Keeping

LHC maintains accurate rental property program files and records for general administration activities, for each applicant, for a period of five (5) years after the State grants closeout. Such files are open for inspection by the State, HUD, as to qualifications, bids, and awards. LHC staff utilize a Recovery Housing shared "Z" drive to record and maintain all file records. "LiveWire" a Sharepoint system is used internally by LHC to track each applicant as they move through the process, under the "Rental Program Tracker". This software system manages the data and permits the staff to generate weekly, monthly, and annual reports about housing rehabilitation activities. All eligibility information, inspection notes and contractor complaints are recorded.

Program Documents which are printed and stored at LHC Quail Drive site are kept in a locked fire-proof cabinet in the department area.

Construction Standards

Construction Standards

All construction must comply with Louisiana State Uniform Construction Code (LSUCC), local planning and zoning, and local authorities and jurisdictions. Federal regulations which may pertain to the specific project such as the Fair Housing and Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, also apply. LHC strongly encourages that the 2010 ADA/ABA standard be used when designing accessible units and public facilities.

Minimum Construction Requirements

- Development and Unit Characteristics: LHC is seeking well-built and attractive multi-family and single-family housing which will be a positive contribution to its community. Borrowers should commit to design elements consistent with quality features and amenities, which should include resource-efficient, healthy and durable building systems and approaches, fencing and/or access control features as appropriate to the design/location of the project, open space and landscaping,

parking, and/or in-unit features including market-standard square-footage of units, window treatments, appliances, and finishes.

- New Construction
 - New construction shall be restricted to site-built or modular homes that meet the local and state building codes.
 - Design shall provide for an aesthetically pleasing living facility of average/modest construction that is consistent with the character of the surrounding neighborhood, subject to local and state building codes.
 - **HUD New Green Building Standards (for reconstruction/new construction only):** HUD guidance has dictated that all new construction will be required to meet a level of standard greater than the HUD Green Building Checklist. The Federal Register Notice dictating this grant specifies that if there is no executed contract for new construction at the time of grant award, then one of the following building techniques will need to be followed:
 - **LEED Criteria:** Building design and construction emphasizing sustainable site development, water savings, energy efficiency, materials selection and indoor environmental quality that achieves the points necessary to qualify as LEED Certified (a minimum of 26 points under the LEED Green Building Rating System® for lodging). The LEED (Leadership in Energy and Environmental Design) Green Building Rating System® is a voluntary, consensus-based national standard for developing high- performance, sustainable buildings created by the US Green Building Council
 - **National Green Building Standard ICC 700 Criteria:** Built in accordance with the requirements of National Green Building Standard ICC-700-2012 or ICC-700-2015.
 - **Energy Star Version 3 Criteria:** A new home or apartment that has earned the ENERGY STAR label has undergone a process of inspections, testing, and verification to meet strict requirements set by the US EPA. ENERGY STAR-certified homes and apartments use significantly less energy than typical new homes and apartments while delivering better comfort, quality, and durability.
- Rehabilitation: Rehabilitation of vacant units must provide for safe, sanitary, efficient and aesthetically pleasing living facility of average/modest construction upon completion. All rehabilitation construction must adhere to the Green Building Retrofit Checklist to the greatest extent feasible.
- Utility Services: All units must include a washer, dryer, and dishwasher.

- Minimum Internet/Cable Capacity Requirements: All units must be equipped with networks to provide cable television, telephone and internet access in the living area and each bedroom. The following networks (combined or distinct) must be capable of being accessed and activated by tenants: (i) telephone network installed for phones using CAT5e or better wiring, (ii) network for data installed using CAT5e or better, networked from the unit back to a central location or similar configured wireless network and (iii) TV services network using COAX cable. The wiring for such networks should be available to tenants free of charge but tenants may be charged the actual fee incurred by the Taxpayer for activating and making available any services provided directly by the Project or through third party providers. The equivalent of wireless network access is acceptable.
- Energy Efficiency Requirements: All units must be energy efficient. Since NLRP2 is funded through the Community Development Block Grant-Disaster Recovery (CDBR-DR) program, all construction must adhere to the Green Building Standards as outlined in Federal Register (FR) 5989-N-01. Requirements vary based on the type of project: new construction or rehabilitation.

The NLRP2 Initiative does not assume responsibility for enforcing or determining compliance with local codes, zoning restrictions and regulations or make interpretations regarding their application in any specific instance. The Qualified Borrower is responsible for obtaining all applicable building permits and inspections leading to obtaining a certificate of occupancy and/or final inspection. These items, including a passed program inspection is a prerequisite to close on any property constructed or rehabilitated through the NLRP2 Initiative.

Minimum Architectural Requirements

Rehabilitation of vacant units must provide for safe, sanitary, efficient and aesthetically pleasing living facility of average/modest construction upon completion.

Cost Reasonableness

A Cost Reasonableness Analysis is performed on all projects by LHC Construction Department using information provided in project applications and RS Means costing data. To perform the cost reasonableness analysis, Borrowers must submit a scope of work and a floor plan for their proposed project. The cost of construction submitted by the Borrower must fall within twenty percent of the cost obtained by LHC staff for the project to be considered as cost reasonable. If LHC determines the project is not cost reasonable, the project must either be redesigned or the construction must be competitively bid through a public bid process.

Documentation to Determine Cost Reasonableness

LHC Construction Department requires the following information and documentation to perform cost reasonableness analysis:

New Construction Project

Applications proposing new construction must be submitted with the following required supporting documents:

- Site plan
- Floor plan
- Front, side and rear elevations
- Certification Regarding Sources and Uses of Funds Statement and No Duplication of Funds
- Evidence that project meets zoning requirements
- Evidence that the proposed housing unit is not in a flood hazard area
- Scope of Work
- Stop Work Order Provision Document
- Five Year Pro Forma
- Lender's Commitment contingent upon receipt of LNLRP
- Documentation of other committed and available funds
- Borrower's checklist and acknowledgment
- Signature Page

Reconstruction Project

Applications proposing reconstruction must be submitted with the following required supporting documents:

- Site plan
- Floor plan
- Front, side and rear elevations
- Certification Regarding Sources and Uses of Funds Statement and No Duplication of Funds
- Evidence that project meets zoning requirements
- Evidence that the proposed housing unit is not in a flood hazard area
- Scope of Work
- Stop Work Order Provision Document

- Vacancy Certification
- Tenant Certification
- Five Year Pro Forma
- Lender's Commitment contingent upon receipt of LNLRP
- Documentation of other committed and available funds
- Borrower's checklist and acknowledgment
- Signature Page

Rehabilitation Project

Applications proposing rehabilitation must be submitted with the following required supporting documents:

- Site plan
- Floor plan
- Interior Photos
- Exterior Photos
- Certification Regarding Sources and Uses of Funds Statement and No Duplication of Funds
- Proposed compliance alignment of the scope of work with HUD CPD Green Building Retrofit Checklist
- Evidence that project meets zoning requirements
- Evidence that the proposed housing unit is not in a flood hazard area
- Construction Contract (If work has been started on the units)
- Scope of Work (If work hasn't been started on the units)
- Vacancy certification
- Tenant Certification
- Stop Work Order Provision Document
- Five Year Pro Forma
- Lender's Commitment contingent upon receipt of LNLRP
- Commitment contingent upon receipt of LNLRP
- Documentation of other committed and available funds

- Borrower's checklist and acknowledgment
- Signature Page

Determining Cost Reasonableness

Once the Housing Finance Specialist (HFS) has confirmed they have the documentation sufficient for a cost reasonableness analysis, the HFS sends this information to an LHC inspector. The inspector utilizes this information by inputting the line item costs within Exactimate or RS Means. If the line item scope is in line with what Exactimate or RS Means indicates, the project is cost reasonable.

Cost Reasonableness for Owners Electing to Preform the Rehabilitation of the Project

The documentation required for owners electing to self-perform is much the same as indicated in section (10.1). In addition to the documents outlined in section (10.1), the owner must obtain and provide two additional quotes from a qualified state licensed contractor matching the same line item scope as the owner prepared quote.

With this additional documentation, the HFS will send all three quotes obtained to the LHC inspector. The inspector runs all three quotes through Exactimate or RS Means, and the most cost reasonable quote is selected to move forward.

Application Review

The application for each type of project must contain the required documents as indicated in Section's 8 and 9 of the program policies. In addition, the HFS should have initiated the steps outlined in Section 10 before moving to fully complete the application review.

The HFS utilizes the appropriate "Louisiana Neighborhood Landlord Rental Program Phase II Checklist" (Exhibit VI) to indicate all required criteria is followed before an award is determined. This form should be completed by the HFS and approved by either the Housing Finance Manager (HFM), or Housing Program Administrator (HPA).

Closing Documents

Executed Closing Documents

The following NLRP2 closing documents are executed by all required borrowers or guarantors before a notice to proceed is awarded to the project:

- **NLRP2 Permanent Loan ([Exhibit VII](#))**
- **NLRP2 Permanent Mortgage ([Exhibit VIII](#))**
- **NLRP2 Regulatory Agreement ([Exhibit IX](#))**
- **NRLP Guaranty ([Exhibit X](#))**

- **NLRP Take Out Commitment ([Exhibit XI](#))**

Notice to Proceed

Upon the execution of the closing documents, the program awards a Notice to Proceed ([Exhibit XII](#)) to the applicant. This document indicates any environmental requirements indicated by the Environmental Analyst (EA).

Inspection Process

Applicant Providing Construction Funds

If the applicant is supplying all funds necessary to complete the rehabilitation or new construction, the following inspection schedule and documents are required:

- 25% Complete
- 50% Complete
- 75% Complete
- 100% Complete (Certificate of Occupancy is Required)
- HQS Inspection

The above referenced inspections are performed by an LHC inspector. It is the applicant's obligation to inform the program as to when these inspection stages are required. The applicant emails the disasterrecovery@lhc.la.gov email address and schedules the inspection a week ahead of the inspection milestone. When these emails are received, the HSF informs LHC inspection staff. Once the inspection is completed, LHC inspector emails the completed inspection form to the HSF, and it is uploaded to the applicant's folder in the "Z" drive.

Construction Lender Providing Funds

If the applicant has a construction lender supplying all funds necessary to complete the rehabilitation or new construction, the following inspection schedule and documents are required:

- 100% Complete (Certificate of Occupancy is Required)
- HQS Inspection

The above referenced inspections is performed by an LHC inspector. It is the applicant's obligation to inform the program as to when these inspection stages are required. The applicant emails the disasterrecovery@lhc.la.gov email address and schedules the inspection a week ahead of the inspection milestone. When these emails are received, the HSF informs LHC inspection staff. Once the inspection is completed, the LHC

inspector emails the completed inspection form to the HSF, and it is uploaded to the applicant's folder in the "Z" drive.

Tenant Selection and Approval

Timeline for Occupancy

The borrower has 90 days from the receipt of the Certificate of Occupancy to secure an eligible tenant for occupancy. During the compliance period, the borrower has 90 days from the end lease date to secure an eligible tenant for occupancy. The borrower must make a concerted effort to follow the deadlines set forth and failure to do so by the borrower could lead to non-compliance and recapture of federal funds.

Allowable Rents

The rents for each residential rental housing unit by bedroom size published by LHC by parish location for each Qualified Project reduced by the Utility Allowance applicable to the unit. These rents cannot exceed the allowable published rents when Section 8 vouchers are present. The rents are updated as HUD's Income Limits are revised.

Tenant Selection Packet

Before any tenant may move into a completed unit, the borrower must provide the program with a completed "Rental Property Owner Guide" ([Exhibit XIII](#)). This document is a guide to indicate the allowable rents, indication of income for the prospective tenant, protections for the tenant, and lease to be executed. Completed tenant packets are submitted to disasterrecovery@lhc.la.gov.

Tenant Approval or Denial by the Program

Once the program receives a tenant selection packet, the HFS utilizes the information within the packet to confirm the eligibility of the tenant as it pertains to the published HUD Income Limits. The HFS utilizes the "Tenant Income Checklist" ([Exhibit XIV](#)) to document their findings during the review of the packet. Upon the review of the packet one of two letters is submitted to the borrower to indicate the program response to the tenant selection:

- NLRP22 Tenant Acceptance ([Exhibit XV](#))
- NLRP22 Tenant Denial ([Exhibit XVI](#))

The borrower cannot move forward with allowing tenant occupancy until the program has approved the tenant. This is also a requirement during the entirety of the five-year affordability period. Failure to do so could lead to non-compliance and recapture of federal funds.

Rental Tenant Information Portal

Upon the program's acceptance of a potential tenant, and evidence of an executed lease agreement, the HFS inputs this information into the "Rental Tenant Information" portal. This portal is equipped to maintain the income level of each tenant and tracks the start and end of each executed lease.

Payment Process

Setting Up Vendors

All applicable parties are set up in LHC's accounting system of record "ACPAC" before any payment is processed for completed work. The following are required for any party:

- W9 ([Exhibit XVII](#))
- 1199A Direct Deposit (If requesting EFT) ([Exhibit XVIII](#))

Once the HSF has obtained the required documentation the following should occur:

- Saved the documents as "Applicantname_vendor".
- Saved PDF should be uploaded to applicant's portal under the "Rental Program Tracker".
- Fill out the applicable boxes under the portal as it relates to the amount going to each vendor and their tax ID, address, and contact information.
- Lastly, the check box under the applicant portal labeled "Vendor Info Uploaded" should be marked checked.

LHC accounting department will get an alert email and will use this portal to view the saved document and ensure it is set up in ACPAC.

Requirements to Initiate the Construction Take Out

The following is required by the borrower in order to initiate the Construction Take Out:

- Passed Final and HQS Inspection.
- All required insurance includes LHC listed as an additional insured, and submitted to the program.
- Eligible Borrowers must list each Qualified Project on LHC search website at: LaHousingSearch.org.
- If 1st Lien is present, a "NLRP2 Tenant Acceptance Letter"

Creating a Draw Request

The following documents are needed to create a Construction Take out Draw Request:

- Draw Request Checklist ([Exhibit XIX](#))
- Louisiana Neighborhood Landlord Rental Program Checklist
- Environmental Approval
- Notice to Proceed
- 1st page of recorded NLRP2 Permanent Loan
- Contract between applicant and contractor
- Cost Reasonableness Review
- All checks payable to the contractor to equal the contract and change orders
- Inspections
- Lender Certification (If applicable)
- Certificate of Occupancy
- Tenant Approval Letter (If 1st lien is present)

Once the appropriate documentation is gathered and is sufficient for payment, the HFS presents the information to the HFM or HPA for final approval and creates the draw request form.

Upon its approval the check box under the applicants' portion of the portal labeled "Take out Issued" is checked, and the draw is forwarded to LHC Accounting for final processing.

Compliance Period

Yearly Monitoring

The "Rental Tenant Information Portal" sends an email alert to the assigned HFS 30 days prior to the date in which a tenant lease is set to expire. Upon this email alert, the HFS contacts the borrower and ensures the following is submitted to the program:

- Evidence that LHC is still listed as an additional insured on all required insurance documents
- If the tenant wishes to reside in the unit after the end lease term, submits a "Lease Roll Over" ([Exhibit XX](#)) to the program.

The HFS informs the borrower that a yearly HQS inspection is required in the event a tenant elects to remain in the unit after the lease term. The HFS should also indicate to the borrower that in the event the tenant elects to vacate the unit, the borrower has 90 days to submit a new tenant selection packet to the program for review. Failure by the borrower to have an eligible tenant re-occupy the property within 90 calendar days could

lead to non-compliance and recapture of federal funds. A passed HQS inspection is necessary to coincide with the approval of a new eligible tenant.

Loan Forgiveness

Upon satisfaction of the yearly monitoring requirements the NLRP2 will consider the borrower's loan obligation reduced by 20% increments until the final forgiveness. Final forgiveness will not be awarded until the NLRP2 can confirm that the unit was occupied by an eligible tenant for the full five-year timeframe. Upon loan forgiveness, the program will create a 1099 for the full amount of the loan and submit to the borrower for tax purposes.

Appeals Process

Any applicant may appeal a decision by the program concerning eligibility of the project. These appeals are accepted by mail or email submissions and are tracked within the SharePoint. The HPA and HFM review the appeal and make a final decision in writing to the applicant within 30 business days of the receipt of the request.

Exhibits

All legal documents/regulatory agreements and other records for each development are maintained on LHC Z drive. The Program is subject to LHC's record retention policies for CDBG-DR funded programs which can be found on LHC Z drive at Z:\Community Planning and Dev\2016 Flood Programs\Landlord Program Phase II.

Exhibit I



LHC.LA.GOV

Certification of Understanding Concerning Stop Work Neighborhood Landlord Rental Program Phase II

I UNDERSTAND THAT BY SUBMITTING THIS APPLICATION:

I AM NOT ALLOWED TO PROCEED WITH ANY WORK RELATIVE TO THE REHABILITATION, RECONSTRUCTION, OR NEW CONTRTUTION OF UNITS IN WHICH I AM APPLYING FOR FEDERAL ASSISTANCE UNIL I RECEIVE ENVIRONMENTAL CLEARANCE AND NOTIFICATION FROM THE NEIGHBORHOOD LANDLORD RENTAL PROGRAM PHASE II (NLRP2) TO PROCEED. |

FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN MY INELIGIBILITY FOR LOAN ASSISTANCE FROM THE PROGRAM.

[NOTE: IF THE APPLICANT HAS ANY QUESTIONS ON THE APPLICABILITY OF THIS REQUIREMENT, HE/SHE MAY SEEK WRITTEN GUIDANCE FROM NEIGHBORHOOD LANDLORD PROGRAM STAFF]

FRAUD WARNING: This application is submitted in connection with a request to receive federal funds and/or assistance for disaster recovery as the result of damages sustained from presidentially declared disasters, specifically the flooding events in Louisiana in March and August of 2016. I understand that if I fraudulently or willfully misstate any fact in connection with this application or a grant, should I receive one, I shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both, as well as subject to fine or imprisonment under the Louisiana Criminal Code. (R.S. 14:67, Theft; R.S. 14:67, Identity Theft; and/or R.S. 14:72, Forgery). This applies to information contained in this application and any future information I provide in connection with my application or grant.

I certify **UNDER PENALTY OF PERJURY** under the laws of the United States that, to the best of my knowledge and belief as of the date I am signing and submitting this application, all the information on and submitted with this application is true, correct, complete, and provided in good faith.

I further understand and agree that payments made to or me or to others on my behalf based on false or incorrect information are subject to repayment by me to the State of Louisiana Division of Administration Office of Community Development, even if I believe in good faith the information to be true and correct as of the date of submission.

In any proceeding to enforce this Grant Agreement, the State shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Applicant Signature _____

Date _____

Exhibit II

HUD CPD Green Building Retrofit Checklist

The CPD Green Retrofit Checklist promotes energy efficiency and green building practices for residential retrofit projects. Grantees must follow the checklist in its entirety and apply all measures within the Checklist to the extent applicable to the particular building type being retrofitted. The phrase “when replacing” in the Checklist refers to the mandatory replacement with specified green improvements, products, and fixtures only when replacing those systems during the normal course of the retrofit.

WATER AND ENERGY CONSERVATION MEASURES

- ☐ **Water-Conserving Fixtures**
Install or retrofit water conserving fixtures in any unit and common facility, use the following specifications: Toilets-- 1.28 gpf; Urinals-- 0.5 gpf; Showerheads-- 2.0 gpm; Kitchen faucets-- 2.0 gpm; and Bathroom faucets-- 1.5gpm. [gpf = gallons per flush; gpm = gallons per minute]
- ☐ **ENERGY STAR Appliances**
Install ENERGY STAR-labeled clothes washers, dishwashers, and refrigerators, if these appliance categories are provided in units or common areas.
- ☐ **Air Sealing: Building Envelope**
Seal all accessible gaps and penetrations in the building envelope. If applicable, use low VOC caulk or foam.
- ☐ **Insulation: Attic** (if applicable to building type)
For attics with closed floor cavities directly above the conditioned space, blow in insulation per manufacturer's specifications to a minimum density of 3.5 Lbs. per cubic foot (CF). For attics with open floor cavities directly above the conditioned space, install insulation to meet or exceed IECC levels.
- ☐ **Insulation: Flooring** (if applicable to building type)
Install \geq R-19 insulation in contact with the subfloor in buildings with floor systems over vented crawl spaces. Install a 6-mil vapor barrier in contact with 100% of the

floor of the crawl space (the ground), overlapping seams and piers at least 6 inches.



Duct Sealing (if applicable to building type)

In buildings with ducted forced-air heating and cooling systems, seal all penetrations of the air distribution system to reduce leakage in order to meet or exceed ENERGY STAR for Homes' duct leakage standard.



Air Barrier System

Ensure continuous unbroken air barrier surrounding all conditioned space and dwelling units. Align insulation completely and continuously with the air barrier.



Radiant Barriers: Roofing

When replacing or making a substantial repair to the roof, use radiant barrier sheathing or other radiant barrier material; if economically feasible, also use cool roofing materials.



Windows

When replacing windows, install geographically appropriate ENERGY STAR rated windows.



Sizing of Heating and Cooling Equipment

When replacing, size heating and cooling equipment in accordance with the Air Conditioning Contractors of America (ACCA) Manuals, Parts J and S, or 2012 ASHRAE Handbook--HVAC Systems and Equipment or most recent edition.



Domestic Hot Water Systems

When replacing domestic water heating system(s), ensure the system(s) meet or exceed the efficiency requirements of ENERGY STAR for Homes' Reference Design. Insulate pipes by at least R-4.



Efficient Lighting: Interior Units

Follow the guidance appropriate for the project type: install the ENERGY STAR Advanced Lighting Package (ALP); **OR** follow the ENERGY STAR MFHR program guidelines, which require that 80% of installed lighting fixtures within units must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; **OR** when replacing, new fixtures and ceiling fans must meet or exceed ENERGY STAR efficiency levels.



Efficient Lighting: Common Areas and Emergency Lighting (if applicable to building type)

Follow the guidance appropriate for the project type: use ENERGY STAR-labeled fixtures or any equivalent high-performance lighting fixtures and bulbs in all common areas; **OR** when replacing, new common space and emergency lighting fixtures must meet or exceed ENERGY STAR efficiency levels. For emergency lighting, if installing new or replacing, all exist signs shall meet or exceed LED efficiency levels and conform to local building codes.



Efficient Lighting: Exterior

Follow the guidance appropriate for the project type: install ENERGY STAR-qualified fixtures or LEDs with a minimum efficacy of 45 lumens/watt; **OR** follow the ENERGY STAR MFHR program guidelines, which require that 80% of outdoor lighting fixtures must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; **OR** when replacing, install ENERGY STAR compact fluorescents or LEDs with a minimum efficacy of 45 lumens/watt.

INDOOR AIR QUALITY



Air Ventilation: Single Family and Multifamily (three stories or fewer)

Install an in-unit ventilation system capable of providing adequate fresh air per ASHRAE 62.2 requirements.



Air Ventilation: Multifamily (four stories or more)

Install apartment ventilation systems that satisfy ASHRAE 62.2 for all dwelling units and common area ventilation systems that satisfy ASHRAE 62.1 requirements. If economically feasible, consider heat/energy recovery for 100% of corridor air supply.

- ☐ Composite Wood Products that Emit Low/No Formaldehyde

Composite wood products must be certified compliant with California 93120. If using a composite wood product that does not comply with California 93120, all exposed edges and sides must be sealed with low-VOC sealants.
- ☐ Environmentally Preferable Flooring

When replacing flooring, use environmentally preferable flooring, including the FloorScore certification. Any carpet products used must meet the Carpet and Rug Institute's Green Label or Green Label Plus certification for carpet, pad, and carpet adhesives.
- ☐ Low/No VOC Paints and Primers

All interior paints and primers must be less than or equal to the following VOC levels: Flats--50 g/L; Non-flats--50 g/L; Floor--100 g/L. [g/L = grams per liter; levels are based on a combination of the Master Painters Institute (MPI) and GreenSeal standards.]
- ☐ Low/No VOC Adhesives and Sealants

All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.
- ☐ Clothes Dryer Exhaust

Vent clothes dryers directly to the outdoors using rigid-type duct work.
- ☐ Mold Inspection and Remediation

Inspect the interior and exterior of the building for evidence of moisture problems. Document the extent and location of the problems, and implement the proposed repairs according to the Moisture section of the EPA Healthy Indoor Environment Protocols for Home Energy Upgrades.
- ☐ Combustion Equipment

When installing new space and water-heating equipment, specify power-vented or direct vent combustion equipment.

- ☐ **Mold Prevention: Water Heaters**
Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.
- ☐ **Mold Prevention: Surfaces**
When replacing or repairing bathrooms, kitchens, and laundry rooms, use materials that have durable, cleanable surfaces.
- ☐ **Mold Prevention: Tub and Shower Enclosures**
When replacing or repairing tub and/or shower enclosures, use non-paper-faced backing materials such as cement board, fiber cement board, or equivalent in bathrooms.
- ☐ **Integrated Pest Management**
Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate sealing methods to prevent pest entry. [If applicable, provide training to multifamily buildings staff.]
- ☐ **Lead-Safe Work Practices**
For properties built before 1978, if the project will involve disturbing painted surfaces or cleaning up lead contaminated dust or soil, use certified renovation or lead abatement contractors and workers using lead-safe work practices and clearance examinations consistent with the more stringent of EPA's Renovation, Repair, and Painting Rule and HUD's Lead Safe Housing Rule.
- ☐ **Radon Testing and Mitigation** (if applicable based on building location)
For buildings in EPA Radon Zone 1 or 2, test for radon using the current edition of American Association of Radon Scientists and Technologists (AARST)'s Protocols for Radon Measurement in Homes Standard for Single-Family Housing or Duplexes, or AARST's Protocol for Conducting Radon and Radon Decay Product Measurements in Multifamily Buildings. To install radon mitigation systems in buildings with radon level of 4 pCi/L or more, use ASTM E 2121 for single-family housing or duplexes, or AARST's Radon Mitigation Standards for Multifamily Buildings. For new construction, use AARST's Reducing Radon in New Construction of 1 & 2 Family Dwellings and Townhouses, or ASTM E 1465.

Exhibit III



LHC.LA.GOV

Duplication of Benefits Certification
Louisiana Neighborhood Landlord Rental Income Program Phase 2

NOTE: This form should be completed for each unit included in the application

Please identify the funds received to date for the subject property. These funds are associated with damage caused by the March or August Floods of 2016.

Property Address: _____

If funds were received, you must provide evidence of the dollars indicated below within the application.

☐ SBA: \$ _____

☐ NFIP: \$ _____

☐ Insurance Proceeds: \$ _____

☐ Other: \$ _____

Briefly explain:

☐ I did not receive any funds to assist in the repair of my rental property

By signing this form, I certify that I have identified all known funds received to date for the subject property

Landlord Signature _____ Date _____

Exhibit IV



LHC.LA.GOV

Vacancy Certification
Louisiana Neighborhood Landlord Rental Program Phase 2

NOTE: This form should be completed for each unit included in the application

I, _____, certify that my property located at
_____ was vacant as of February 14, 2017.
(Property Address)

By signing this form I certify that my property was vacant as of February 14, 2017

Applicant Signature _____ Date _____

Exhibit V



Louisiana Housing
Corporation

LHC.LA.GOV

Previous Tenant Outreach Certification **Neighborhood Landlord Rental Program Phase II**

I, applicant name, have made an effort to reach the previous tenant, or tenants, whom occupied my property, Property Name, at the time of the March or August flood.

Primary Tenant Name:

Secondary Tenant Name:

The means in which I reached out to the tenant/s was as follows:

☐ By Phone Date

☐ By Certified Mail (See attached to this form)

☐ In Person Date


Briefly Describe Where the Tenant/s Currently Resides:

*Note this form should be completed for each tenant occupied unit within the application *

By signing this form I certify that I have made every concerted effort to reach out to the previous tenant.

Landlord Signature _____ Date _____

Exhibit VI

 Louisiana Housing Corporation		Neighborhood Landlord Rental Program Phase II Program Checklist
Name of Applicant _____		
Is the applicant in good standing with the Secretary of State and Sam.Gov?		<input type="checkbox"/>
Is the contractor in good standing with Secretary of State and Sam.GOV, and is licensed?		<input type="checkbox"/>
Application Addresses _____ _____ _____ _____ _____ _____ _____ _____ _____		
1 Does the site plan indicate the appropriate dimensions to demonstrate the intended purpose?		<input type="checkbox"/>
If no, describe what is missing or what is provided: <div style="border: 1px solid black; height: 60px; width: 100%;"></div>		
2 Are there photos provided that show evidence of flood damage? For new construction are there schematics showing what the structure will be once constructed?		<input type="checkbox"/>
If no, describe what is missing or what is provided: <div style="border: 1px solid black; height: 60px; width: 100%;"></div>		
3 Is there a completed scope of work provided?		<input type="checkbox"/>
Is the contractor licensed?		<input type="checkbox"/>
If no, describe what is missing or what is provided: <div style="border: 1px solid black; height: 60px; width: 100%;"></div>		

4	Is there a Green Building Checklist provided, and does it match what is proposed on the scope of work?																													
	If no, describe what is missing or what is provided:																													
5	Is the subject property located in a flood zone?																													
	If not what zone is the property located?																													
6	Are any of the properties currently occupied or have then been occupied between the flood and now?																													
	If yes, indicate the property in which a tenant is or has occupied since the flood.																													
7	What type of scope of work is present?																													
	Are the costs in line with RS Means?																													
	What was approved moving forward?																													
	If no, describe what is out of line																													
	Show the amount of disallowances due to cost reasonableness:																													
8	Is the stop work provision document present?																													
9	Is there construction financing available?																													
	Who is providing the construction financing?																													
10	Indicate below the type of duplication of benefit verified during the application analysis:																													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>DOB Indicated</th> <th>Verified DOB</th> <th></th> </tr> </thead> <tbody> <tr> <td>SBA</td> <td>\$ -</td> <td>\$ -</td> <td>Date</td> </tr> <tr> <td>NFIP</td> <td>\$ -</td> <td>\$ -</td> <td>Date</td> </tr> <tr> <td>Hazard Insurance</td> <td>\$ -</td> <td>\$ -</td> <td>Date</td> </tr> <tr> <td>Other</td> <td>\$ -</td> <td>\$ -</td> <td>Date</td> </tr> <tr> <td>Other</td> <td>\$ -</td> <td>\$ -</td> <td>Date</td> </tr> <tr> <td>Total</td> <td>\$ -</td> <td>\$ -</td> <td></td> </tr> </tbody> </table>		DOB Indicated	Verified DOB		SBA	\$ -	\$ -	Date	NFIP	\$ -	\$ -	Date	Hazard Insurance	\$ -	\$ -	Date	Other	\$ -	\$ -	Date	Other	\$ -	\$ -	Date	Total	\$ -	\$ -		
	DOB Indicated	Verified DOB																												
SBA	\$ -	\$ -	Date																											
NFIP	\$ -	\$ -	Date																											
Hazard Insurance	\$ -	\$ -	Date																											
Other	\$ -	\$ -	Date																											
Other	\$ -	\$ -	Date																											
Total	\$ -	\$ -																												
11	Does the Proforma Cash Flow																													
12	Compliance with other Programs:																													
	SRPP	N/A																												
	Road Home	N/A																												
	Home	N/A																												
13	Amount Approved Based on Review	\$ -																												
	Prepared By:																													
	Approved by:																													

Exhibit VII

The following documents will found at Z:\Community Planning and Dev\2016 Flood Programs\Landlord Program Phase II\LNLRP II Closing Documents.

- Neighborhood Landlord Rental Program Phase II Permanent Loan Agreement
- Neighborhood Landlord Rental Program Phase II Permanent Mortgage
- Neighborhood Landlord Rental Program Phase II Regulatory Agreement
- Neighborhood Landlord Rental Program Phase II Guaranty
- Neighborhood Landlord Rental Program Phase II Take-Out Commitment Agreement

Exhibit VIII


									
Neighborhood Landlord Rental Program Phase II(NLRP II) Notice to Proceed									
Louisiana Housing Corporation (the "LHC"), hereby authorizes_____ (the "Borrower") to proceed with the rehabilitation of the property located at _____									
Any deviations or changes in the scope of work, plans, specifications, and/or cost estimates for the rehabilitation/reconstruction work to be performed shall be presented by the Contractor to the LHC as well as to the Borrower prior to the implementation of any such changes. If approved, the LHC will provide written notice of such approval to the Contractor. Any invoices submitted for changes or deviations in plans, specifications, or cost estimates not approved by the LHC will not be paid.									
This notice is also subject to the environmental requirements as listed below:									
None									
None									
Failure to address these issues could result in loss of funding.									
Signature: _____									
Name: _____									
Title: _____									
Date: _____									

Exhibit IX

Neighborhood Landlord Rental Program Phase II Rental Property Owner Guide can be found at:

<https://www.lhc.la.gov/resources-for-housing-recovery?description=&type=22>

Exhibit X


 Louisiana Housing Corporation		Tenant Income Checklist	
Name of Applicant			
Application Addresses			
Race and Ethnicity		<input type="checkbox"/> White (Non Hispanic) <input type="checkbox"/> Native American <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Black (Non Hispanic) <input type="checkbox"/> Hispanic (All Races) <input type="checkbox"/> Asian
Type of Household		<input type="checkbox"/> Single Non-Eldery <input type="checkbox"/> Related Two Parent <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Related/Single Parent <input type="checkbox"/> Elderly
Staff Member		Connie Hall	
Date	Family Size	Max Income	
Income Data as of 2017			
Name/Relationship	Source of Income	Hourly/Monthly Rate	Gross Annual Income
			\$ -
			\$ -
Total:			\$ -
Number of Bedroom		> 50%	<input checked="" type="checkbox"/>
Max Rent		< 80%	
Proposed Rent	Is the Rent in Line <input type="checkbox"/>		
Reviewer Signature:			

Exhibit XI

Louisiana Housing Corporation

[DATE]

[PROPERTY OWNER NAME]
[PROPERTY OWNER MAILING ADDRESS]
[PROPERTY OWNER CITY, STATE ZIP]

RE: Notification of Tenant Denial
Loan Number: [ID #]
Property Address: [PROPERTY ADDRESS]

Dear [PROPERTY OWNER NAME]:

On [DATE], the Neighborhood Landlord Rental Program Phase II (NLRP II) received a *Request for Tenancy Approval* form for the unit located at [PROPERTY ADDRESS] on behalf of [TENANT NAME].

Based upon the information provided, the NLRP II has determined that the prospective tenant is income-eligible for occupancy and the tenancy pre-approval requirements have been met.

It is recommended that this letter be kept for your records and placed in the tenant file.

If you have any questions regarding this notice, please contact [REVIEWER] at [REVIEWER PHONE NUMBER].

Sincerely,

Neighborhood Landlord Rental Program Phase II

2415 Quail Drive • Baton Rouge, Louisiana 70808 • (225) 763-8700 • Fax (225) 763-8710 • TTY/TDD (225) 763-8762 • www.lhc.la.gov
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Exhibit XII

Louisiana Housing Corporation

[DATE]

[PROPERTY OWNER NAME]
[PROPERTY OWNER MAILING ADDRESS]
[PROPERTY OWNER CITY, STATE ZIP]

RE: Notification of Tenant Denial
Loan Number: [ID #]
Property Address: [PROPERTY ADDRESS]

Dear [PROPERTY OWNER NAME]:

On [DATE] the Neighborhood Landlord Rental Program Phase II (NLRP II) received a *Request for Tenancy Approval* for the unit located at [PROPERTY ADDRESS] on behalf of [PROSPECTIVE TENANT NAME]. Based upon the information provided, the LHC has determined that the prospective tenant is not income eligible for occupancy and the tenancy pre-approval requirements have not been met. This decision was based upon the following information:

- List each item of noncompliance individually
 - Include the mechanism to remedy the noncompliance with each item
- List
 - Remedy

Please provide the information requested above to proceed with the tenancy pre-approval process.

All rental property owners who chose to participate in the LNLRP agreed to comply with program requirements, including occupancy restrictions, in exchange for funding through the program. Units assisted through the NLRP II must be occupied by income eligible households at the time of the initial lease. Please refer to Tenant Selection Packet for current income limits and program rents. If you believe that this determination was made in error, or have any questions regarding the tenancy pre-approval process, please contact [enter contact info].

Sincerely,

Neighborhood Landlord Rental Program Phase II

2415 Quail Drive • Baton Rouge, Louisiana 70808 • (225) 763-8700 • Fax (225) 763-8710 • TTY/TDD (225) 763-8762 • www.lhcla.gov
An Equal Opportunity Employer

Exhibit XIII

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	---	--

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--

OR

Employer identification number

--	--	--	--

Part II Certification
 Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶	Date ▶
----------------------------	--------

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.
Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
 • Form 1099-INT (interest earned or paid)
 • Form 1099-DIV (dividends, including those from stocks or mutual funds)
 • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 • Form 1099-S (proceeds from real estate transactions)
 • Form 1099-K (merchant card and third party network transactions)
 • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 • Form 1099-C (canceled debt)
 • Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
 By signing the filled-out form, you:
 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X
Form **W-9** (Rev. 12-2014)

Exhibit XIV

Standard Form 1188A (EG)
(Rev. August 2012)
Prescribed by Treasury
Department
Treasury Dept. Clr. 1076

OMB No. 1510-0007

DIRECT DEPOSIT SIGN-UP FORM

DIRECTIONS

- To sign up for Direct Deposit, the payee is to read the back of this form and fill in the information requested in Sections 1 and 2. Then take or mail this form to the financial institution. The financial institution will verify the information in Sections 1 and 2, and will complete Section 3. The completed form will be returned to the Government agency identified below.
- A separate form must be completed for each type of payment to be sent by Direct Deposit.
- The claim number and type of payment are printed on Government checks. (See the sample check on the back of this form.) This information is also stated on beneficiary/annuitant award letters and other documents from the Government agency.
- Payees must keep the Government agency informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

SECTION 1 (TO BE COMPLETED BY PAYEE)

A NAME OF PAYEE (last, first, middle initial)		D TYPE OF DEPOSITOR ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS																			
ADDRESS (street, route, P.O. Box, APO/FPO)		E DEPOSITOR ACCOUNT NUMBER																			
CITY STATE ZIP CODE		<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																			
TELEPHONE NUMBER AREA CODE		F TYPE OF PAYMENT (Check only one) <input type="checkbox"/> Social Security <input type="checkbox"/> Fed. Salary/Mil. Civilian Pay <input type="checkbox"/> Supplemental Security Income <input type="checkbox"/> Mil. Active <input type="checkbox"/> <input type="checkbox"/> Railroad Retirement <input type="checkbox"/> Mil. Retire. <input type="checkbox"/> <input type="checkbox"/> Civil Service Retirement (OPM) <input type="checkbox"/> Mil. Survivor <input type="checkbox"/> <input type="checkbox"/> VA Compensation or Pension <input type="checkbox"/> Other (specify) _____																			
B NAME OF PERSON(S) ENTITLED TO PAYMENT		G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY (if applicable)																			
C CLAIM OR PAYROLL ID NUMBER		<table border="1"> <tr> <td>Prefix</td> <td>Suffix</td> <td>TYPE</td> <td>AMOUNT</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>		Prefix	Suffix	TYPE	AMOUNT														
Prefix	Suffix	TYPE	AMOUNT																		
PAYEE/JOINT PAYEE CERTIFICATION		JOINT ACCOUNT HOLDERS' CERTIFICATION (optional)																			
I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.		I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.																			
SIGNATURE	DATE	SIGNATURE	DATE																		
SIGNATURE	DATE	SIGNATURE	DATE																		

SECTION 2 (TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)

GOVERNMENT AGENCY NAME	GOVERNMENT AGENCY ADDRESS

SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

NAME AND ADDRESS OF FINANCIAL INSTITUTION		ROUTING NUMBER		CHECK DIGIT										
		<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>												
		DEPOSITOR ACCOUNT TITLE												
FINANCIAL INSTITUTION CERTIFICATION														
I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.														
PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE NUMBER	DATE											

Financial Institutions should refer to the GREEN BOOK for further instructions.
THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE.

NSN 7540-01-058-0224

GOVERNMENT AGENCY COPY

1199-207
Designed using Perform Pro, WHS/DIOR, Mar 97

Exhibit XV


 Louisiana Housing Corporation	Neighborhood Landlord Rental Program Phase II			
	Draw Request Checklist			
Applicant				
Application Checklist/DOB review				<input type="checkbox"/>
Environmental Approval				<input type="checkbox"/>
Notice to Proceed				<input type="checkbox"/>
Promisory Note				<input type="checkbox"/>
Contract				<input type="checkbox"/>
Cost Reasonableness				<input type="checkbox"/>
Change Orders (if applicable)				<input type="checkbox"/>
All checks payable to the contract to equal contract and change orders				<input type="checkbox"/>
Inspections				<input type="checkbox"/>
Lender Certification (if applicable)				<input type="checkbox"/>
Certificate of Occupancy				<input type="checkbox"/>
Tenant Approval if 1st lien is present				<input type="checkbox"/>

Exhibit XVI

Neighborhood Landlord Rental Program Phase II Lease Rollover Certification Form can be found at:

<https://www.lhc.la.gov/resources-for-housing-recovery?description=&type=22>

Exhibit XVIII



Louisiana Housing
Corporation

LHC.LA.GOV

March 1, 2024|

APPLICANT ENTITY

Address

City, State, Zip Code

RE: Project name

Louisiana Neighborhood Landlord Rental Program Phase 2 Loan Contingent Commitment

The Louisiana Housing Corporation ("LHC") is pleased to inform you of its contingent commitment to make available to you a loan for permanent financing ("Take-Out Assistance") in an amount up to \$_____ to take out the construction financing necessary for the proposed (rehabilitation, reconstruction or new construction) of _____ (#) units located at _____, LA 70____ under the *Louisiana Neighborhood Landlord Rental Program Phase 2* ("NLRP2").

The LHC's commitment is contingent upon compliance with the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 CFR Part 58.

You must stop and cannot start any repair or reconstruction work until you receive an environmental clearance and notification from the NLRP2 to proceed. **Failure to comply with these requirements may result in ineligibility for the LNLRP2.**

The funding source of the loan is Community Development Block Grant ("CDBG") funds. Your project is subject to CDBG Federal Grant Requirements to be referenced in the NLRP2 Regulatory Agreement required to be filed as a record of covenant running with the land for your project financed under the NLRP2. The NLRP2 Regulatory Agreement will be enforceable against you and your successors and assigns during the Affordability Period.

Upon satisfying the terms of LHC's loan agreement, all advances by the construction lender on the construction loan, up to the amount approved by LHC, will be paid by the LHC to the date the Take-Out Assistance is paid to the lender ("Conversion Date"). Take-Out Assistance shall include the aggregate advances for eligible costs on a construction loan plus unpaid accrued interest for LMI Landlords to the Conversion Date. LHC's Lien position will determine the Conversion Date:

Permanent Loan in Senior Lien Position: If the Permanent Loan is in the senior lien position, the Conversion Date will be the later of (i) the date a certificate of occupancy of the Qualified Project is delivered to the Construction Lender and the LHC and (ii) the date the Construction Lender receives payment in full pursuant to the Take-out Commitment. Occupancy by a Qualified Household must occur not later than 90 days from the Conversion Date.

Permanent Loan in Subordinate Lien Position: If the Permanent Loan is subordinate to a third party permanent lien lender, the Conversion Date will be delayed until all residential rental units in the Qualified Project are occupied by a Qualified Household.

2415 Quail Drive • Baton Rouge, Louisiana 70808
(888) 454-2001 • FAX (225) 763-8710 • TTY/TDD (225) 763-8762

An Equal Opportunity Employer

A requirement of Take-Out Assistance will be all inspection documents verifying the completeness of work according to the scope of work. This can be provided by the lender financing the project. If you are providing all financing to complete the work, LHC will commit inspectors to verify costs, and these documents will be retained with your project file.

An additional requirement of the Take Out-Assistance is that your project conforms to one of the allowable green building techniques such as LEED Criteria, National Green Building Standard ICC 700, or Energy Star Version 3 Criteria. A third party inspector should certify that the entire construction process was in compliance with one of these acceptable standards.

Note any additional Duplication of Benefits received during the construction phase, i.e., SBA, NFIP, FEMA, or any other insurance proceeds could ultimately affect the award amount referenced within this contingent commitment letter.

The closing of the construction financing should not take place until you receive a notice to proceed from the program.

Please contact Ray Rodriguez, Housing Finance Manager, at rrodriguez@lhc.la.gov or 225-763-8700 with any questions or concerns. We look forward to working with you on this initiative as we continue to walk the path of recovery and revitalize our communities.

Sincerely,

Director of Recovery Housing