



**Louisiana Housing**  
Corporation

**LOUISIANA HOUSING CORPORATION (“LHC”)**

**NOTICE OF FUNDING AVAILABILITY AND PROGRAM IMPLEMENTATION**

**GUIDELINES**

**FOR**

**THE RURAL RENTAL REHAB PROGRAM / CDBG-DR LOAN FUNDING**

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## 1. General Program Terms

### 1.1. Overview

The Louisiana Housing Corporation (“LHC” or “Corporation”) hereby releases this Notice of Funding Availability and Program Implementation Guidelines (“NOFA” or “Program Description”) for the availability of **Fourteen Million Two Hundred Thousand Dollars (\$14,200,000.00)** in Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds. These CDBG-DR funds were originally allocated by the U.S. Department of Housing and Urban Development (“HUD”) for recovery activities related to two separate flooding events in 2016 affecting wide swaths of the state. Per this NOFA, these funds are available for projects located in the 51 parishes designated by HUD as eligible for funding in response to the 2016 flooding events (see “Eligible Parishes” at §9, Definitions). This NOFA is designed to provide funding for the rehabilitation of rural, multifamily affordable rental housing, as stipulated herein. Successful applicants will be owners of properties with existing U.S. Department of Agriculture (“USDA”) Rural Development §515 loans, in which physical viability can be achieved for a specified period based on the combination of CDBG-DR funded rehab and ongoing reserves for replacement (based on USDA underwriting). See §1.2, Program Goal.

This CDBG-DR program, hereinafter referred to as ‘TRRRP’, or ‘the Program’ is subject to the State of Louisiana’s HUD-approved Master Action Plan for the Utilization of Community Development Block Grant Funds in the Great Floods of 2016, as amended. The Program’s objective is to ensure the long-term viability of rental units by loaning CDBG-DR funds to preservation-worthy rural, multifamily properties. All developments funded through the Program are to primarily benefit low- and moderate-income populations. Further requirements and program priorities are enumerated later in this Program Description.

All CDBG-DR Funds will be awarded in the form of a soft cash flow subordinate mortgage loan with payments deferred until maturity. CDBG-DR loans will be made at 0% interest only. See §5, Gap Financing Terms.

### 1.2. Program Goal

The goal of this Program, and of funding made through this NOFA, is to ensure the physical viability of funded Projects. The combination of (a) rehab funded with TRRRP proceeds, and (b) ongoing repairs and replacements of major building systems paid through funds available in the Reserve for Replacement escrow, must demonstrate the reasonable likelihood the funded Project can be maintained in acceptable physical condition for no less than 20 years after Construction Completion. The Program must meet the National Objective required for CDBG-DR programs of providing housing to low- and moderate- income households.

### 1.3. Funding

**Fourteen Million Two Hundred Thousand Dollars (\$14,200,000.00)** in CDBG-DR funds will be made available through this NOFA for eligible Projects. Applicants that cannot commit to the timelines at §8.5, Important Dates and Deadlines\* should not apply.

#### 1.4. Eligible Uses

CDBG-DR funds awarded under this NOFA will only pay for Eligible Costs incurred to rehabilitate a Project. Funding will be made either (1) as reimbursement to the borrower for Eligible Costs paid by borrower, or (2) to borrower in advance pursuant to an electronic Funds Requisition Form with back-up AIA certification, invoices and receipts from borrower's contractor, submitted and approved by LHC showing that Eligible Costs have been incurred but not yet paid. No funds will be disbursed until all funding sources are closed, and all diligence, including environmental approvals are satisfied.

Eligible Costs include the costs of labor and materials for approved rehabilitation, costs of required third-party reports, costs for required permits and fees, architectural and engineering costs, an Administrative Fee (see §7.3, Payment of Administrative Fee) and closing costs for the loan, which will include title insurance and LHC legal costs and may include reasonable borrower legal costs.

#### 1.5. Ineligible Uses

CDBG-DR will not be disbursed for any costs enumerated at 24 CFR §570.207, with the exception of those costs which are permitted under the State's waiver. Applicant is advised to inquire about any costs it intends to seek reimbursement for to ensure compliance with these requirements.

#### 1.6. Ineligible Applicants

- Any person or entity (or affiliate thereof) on the federal debarred list, or an organization controlled by such person or entity on that list.
- At the discretion of the LHC and/or the Louisiana Office of Community Development (OCD), any person or entity (or affiliate thereof) that received notice that they are currently out of compliance with the LHC and/or OCD regarding submission of annual audits and other financial reports, or who are in arrears on payments of LHC and/or OCD loans.
- At the discretion of the USDA, any person or entity (or affiliate thereof) that received notice that they are currently out of compliance with the USDA and submission of annual audits and other financial reports, or who are in arrears on payments of USDA or USDA-guaranteed loans.
- At the discretion of the LHC and/or the OCD, any person or entity that currently owns or controls a LHC and/or OCD financed project with outstanding issues of non-compliance that are unresolved for greater than 90 days as of the date of the application submission.
- At the discretion of the USDA, any person or entity that currently owns or controls a USDA financed project with outstanding issues of non-compliance that are unresolved for greater than 90 days as of the date of the application submission.

### 1.7. Eligible Projects

All borrowers must provide a legal and ownership structure sufficient for collateralized debt, secured by the asset.

Eligible projects must be located in an Eligible Parish. See §9, Definitions.

Eligible projects must be existing properties with no fewer than eight (8) units, currently occupied.<sup>1</sup> New construction is not permitted, and substantial rehab of vacant properties is not permitted.

Eligible projects must currently have financing through the USDA Rural Development §515 loan program.

Reserve for Replacement requirements apply. See §6.1, Replacement Reserve Deposit Requirements.

Eligible projects must meet all eligibility requirements of this Program Description, including underwriting requirements.

Eligible projects must comply with all application requirements.

### 1.8. Ineligible Projects

The following properties are Ineligible Projects:

- Properties without current §515 financing are not eligible.
- Properties of fewer than 8 units.
- Properties not located in an Eligible Parish. See §9, Definitions.
- Properties deemed non-feasible or non-viable by the LHC, based on its underwriting review.
- Properties failing to submit a complete and fully responsive application for award of funding, or to respond to questions and concerns put forth by the LHC by the deadline imposed by the LHC for such responses when submitting an inquiry to the applicant.

### 1.9. Affordability Requirements Overview

This Program does not impose any affordability requirements, related to rents or qualifying incomes, beyond existing requirements to which the applicant is obligated under the USDA Restrictive Use Covenant. Notwithstanding this, a CDBG-DR regulatory agreement will be recorded for a period of the greater of 20 years or the remaining USDA covenant period. If the remaining USDA covenant period is less than 20 years at the time of closing, the CDBG-DR

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<sup>1</sup> Vacant units are permitted; however high vacancy from off-line-units or inability to achieve occupancy for rent-ready units would be an indication of work needed beyond the scope of this NOFA, or of a project that does not meet the preservation-worthiness requirement, respectively.

funding will require that the USDA covenant be extended to match the term of the CDBG-DR regulatory agreement.

#### 1.10. Non-Assignability of Application and Award

The entity or individual submitting an application for CDBG-DR must be a principal of the proposed development team with the legal authority to execute a binding agreement on behalf of the ultimate borrower Entity/Organization with the LHC. All awards made will be to the Entity/Organization identified in the application and will be addressed to the principal of that entity submitting the application. Any assignment of an award without the prior, written consent of the LHC may immediately and irrevocably void the award. Any change in the proposed ownership from that which is stipulated in the application will constitute an assignment.

#### 1.11. Two-Stage Application Process Explained

Eligible applicants may submit a Preliminary Application for the purposes of establishing basic eligibility, general suitability for the program and scoring. Eligible Applicants which submit projects which are determined to have strong preservation-worthiness and a strong likelihood of meeting the Program Goal (see §1.2, Program Goal) will be invited to submit a Full Application. The Full Application will require more extensive information toward determining the amount of the loan and confirming the Program Goal can be met with the funding requested. This bifurcated process is intended to permit interested applicants to initially provide limited information, while requiring more comprehensive submissions only from those applicants determined to be suitable for funding. Note that an Invitation to Submit a Full Application does not constitute an award of funding.

#### 1.12. Strictly Enforced Deadlines

Applicants must submit a proposed project schedule in their Preliminary Application that conforms to the schedule outlined at §8.5, Important Dates and Deadlines\*. LHC will include a final approved schedule based on Applicant's proposed schedule in any award, and acceptance of any award shall be conditioned on applicant's acceptance of such schedule.

Due to the expenditure deadline imposed by HUD for the CDBG-DR funding, the LHC must strictly adhere to and impose deadlines for committing and expending CDBG-DR fund awards under this NOFA. Any CDBG-DR funds not committed or expended within the timeframes included in the loan documents may be de-obligated by the Corporation.

CDBG-DR awards may be terminated if closing does not occur by the date stated in the Award Acceptance Agreement. Additionally, any CDBG-DR funds advanced must be repaid to the LHC if the Project is not completed for any reason (whether voluntary or involuntary) by OCD's expenditure deadline for the CDBG-DR funds.

### 1.13. Schedule

Projects are scheduled to be awarded by the end of January, 2024, to close –by May 2024, 2024, and to complete construction by mid-November 2024. Projects which cannot adhere to this schedule should not apply. See §8.5, Important Dates and Deadlines.

## 2. **CDBG Limits**

### 2.1. Funds Available, Maximum and Minimum Funding

Total funding to be awarded under this NOFA is **Fourteen Million Two Hundred Thousand Dollars (\$14,200,000.00)**. This amount is subject to upward or downward adjustment by the LHC. Any adjustment will be subject to notification through an amendment to this NOFA. Such amendments may be issued at any time.

No award may exceed \$50,000 per unit and no award may exceed \$2 Million in total funding to any single project.

The LHC will not award less than Two Hundred Fifty Thousand Dollars (\$250,000) in CDBG-DR to any individual property. Projects which require less than \$250,000 in CDBG-DR based on the LHC’s review will be determined to be ineligible.

CDBG awarded under this NOFA cannot be combined with CDBG-DR awarded by the Louisiana Office of Community Development or the Louisiana Housing Corporation under any other program.

## 3. **Eligible Sites**

The following rules shall apply:

- The building footprint (for buildings with residential units) may not be located within or partially within the Special Flood Hazard Area (“SFHA”). Parking is not required to be outside of the SFHA.
- The building footprint may be in Zone B or X-Shaded (500-YR); however, all building mechanicals and finished residential floors must be at elevations of no less than three feet above the higher of (a) the lowest point within the building footprint, or (b) the nearest road centerline.

## 4. **Criteria for Selection**

*Note – A determination of applications best suited for potential funding (subject to further review) will be made based on the LHC’s review of Preliminary Applications pursuant to the following considerations. In submitting a Preliminary Application, Applicants fully acknowledge*

*the LHC's right to make these determinations in accordance with the standards and considerations herein.*

#### 4.1. Threshold Requirements

The LHC will not issue an Invitation to Apply, or subsequently issue an Award, if it determines any of the following:

- That the Project may not be physically viable for at least 20 years, even with the combination of CDBG-DR-funded rehab and replacement reserve funding, due to the replacement needs of the Project [based on the capital needs assessment performed on the Project as required of Applicant's invited to submit a Full Application].
- That the owner of the Project does not have the requisite expertise or capacity to close the transaction and carry out the proposed rehab in a timely and workmanlike manner and/or to manage the capital replacement needs of the Project over the 20-year period of viability.
- That the Project is not operationally viable over the 20-year period of viability.
- That the Project, owner, or application otherwise fails to meet eligibility requirements established herein.

#### 4.2. Selection Considerations

The LHC will review all Preliminary Applications comprehensively, and will issue Invitations to Apply and subsequently award funding based on the following preferences:

- Transactions which can achieve requisite twenty years of physical viability (see §1.2, Program Goal) with lower amounts of CDBG-DR per unit.
- Transactions in which an award of CDBG-DR under this program will materially impact the Project's ability to provide housing in good repair and condition.
- Transactions which have an active waiting list, higher occupancy, lower turnover, and/or higher percentages of USDA Rental Assistance.
- Transactions in which there are limited housing alternatives for existing residents.

#### 4.3. HUD Most-Impacted and Distressed Areas

The LHC reserves the right to prioritize the selection of applications to meet HUD requirements related to ensuring sufficient expenditures are directed to Most Impacted and Distressed (MID) Areas. See 'HUD Designated Most-Impacted Parishes' at §9, Definitions.

### **5. Gap Financing Terms**

CDBG-DR financing will be secured by a second priority mortgage lien, subordinate only to the USDA mortgage, with payments deferred until Maturity. Loans will become due in full upon the

earlier of (a) maturity; (b) sale or refinancing of the property;<sup>2</sup> or (c) acceleration as the result of with a default under the terms of the Loan.

Applicants will be required to submit audited annual financial statements and other reporting as stipulated in the legal documents.

#### 5.1. Interest Rate and Residual Value

The CDBG-DR Gap Financing loan will be at 0% interest.

#### 5.2. Required Affordability

All affordability will be deed-restricted for 20 years, unless the term of the USDA restrictive covenants is for a longer period, in which case the term of the CDBG-DR loan and the term of the CDBG-DR affordability restrictions will match the term of the USDA Restrictive Use Covenant. The CDBG-DR Regulatory Agreement will prime the 1<sup>st</sup> mortgage but will be recorded behind the USDA Restrictive Use Covenant in order to ensure the CDBG-DR period of affordability will survive foreclosure.

#### 5.3. Legal Documents

TRRRP loans will be structured around standard-form legal documents, including an Award Acceptance Agreement, Loan Agreement, Note, Mortgage, Regulatory Agreement, Subordination Agreement (if required by the senior lender), and Guaranty of Non-Recourse Carve-Outs. It is anticipated that these template legal documents will be posted no later than forty-five (45) days prior to the deadline for submission of Preliminary Applications under this NOFA.

Unless the Preliminary Application contains a summary of specific provisions which the applicant requests be amended, in submitting a Preliminary Application in response to this NOFA the applicant asserts its agreement with the terms and requirements set forth in these legal documents. The submission of a request for amendment or modification of provisions is not binding on the LHC, and it reserves the right to make any award of funds contingent on closing without modification of the legal documents.

### **6. Underwriting Standards and Requirements**

The following provisions will apply.

#### 6.1. Replacement Reserve Deposit Requirements

To ensure funded properties are physically viable for the term of the CDBG-DR loan, the applicant's proposed and achievable Replacement Reserve deposit must be adequate for 20-year needs, after the CDBG-DR-funded rehab.

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<sup>2</sup> Due on sale or refinancing, unless the LHC, in its sole discretion, agrees to resubordinate to new financing.

Replacement Reserves will be subject to controls as stipulated in the Legal Documents.

## 6.2. Other Requirements

All USDA requirements must be satisfied, pursuant to the USDA's review, prior to closing.

## 6.3. Payment and Performance Bond

Each funded application that receives an award of CDBG-DR Funds will be required to post a payment and performance bond during the period of construction corresponding to the requirements of the Disaster Recovery CDBG-DR Grantee Administrative Manual. The minimum requirements are as follows:

- A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## 7. **Key Requirements**

### 7.1. Overview

- Applicants must complete and submit the TRRRP Preliminary Application complying with §8.2, TRRRP CDBG-DR Preliminary Application by no later than the **Preliminary Application Deadline**. See §8.5, Important Dates and Deadlines.
- A funding award will require that the project can meet the key requirement of 20-year physical viability, and the corresponding annual reserve for replacement deposit, as documented by a PCA, and as corroborated by the USDA. See §1.2, Program Goal.
- Projects with environmental issues which cannot be addressed timely and cost-effectively will cause the award of CDBG-DR Funds to be canceled.
- Applicants must provide the required payment and performance bonds as a condition of closing. See §6.3, Payment and Performance Bond.
- An applicant receiving funds under this NOFA will be expected to maintain the fiscal, physical and managerial soundness of the benefitting rental housing development for the Period of Affordability covered by the CDBG-DR Regulatory Agreement. Applicants must ensure compliance with all administrative requirements, including but not limited to:
  - Implementing the project or program activity as proposed in the submitted application;
  - Ensuring compliance with all reporting requirements;
  - Managing funds disbursement and accounting;

- Preparing work specifications;
- Conducting inspections;
- Affirmatively marketing the units for rental; and
- Ensuring that all CDBG-DR and USDA requirements are met for the entire affordability period.

#### 7.2. Changes to Project after Award

After an Award Acceptance Agreement is issued under this NOFA, any changes to the scope of the rehabilitation, funding sources, or other material change from the application must be approved in advance by the LHC in writing. The LHC will not close on a CDBG Loan in which there have been unapproved changes which the LHC deems to be material.

#### 7.3. Payment of Administrative Fee

The application budget may include an Administrative Fee no greater than the lesser of \$50,000 or five-percent (5%) of the awarded funds for administrative management of the rehab work performed by the owner, managing agent and/or a contracted third-party, for the purposes of scoping, bidding, contracting, supervising, accounting and other tasks related to ensuring the successful completion of the approved work. The Administrative Fee is an Eligible Cost.

#### 7.4. Completed Projects

Projects are considered complete only after the borrower has complied with all conditions precedent to the final release of CDBG-DR funds, as stipulated in the legal documents.

#### 7.5. Regulatory Authority and Requirements

All applications under this NOFA are governed by 24 CFR Part 570. Modification of federal statutes or regulations governing the CDBG-DR Program by Congress, the HUD, the state legislature, or LHC may become effective immediately and apply to the activities funded under this NOFA.

This NOFA does not include the text of all applicable regulations that may be important to a particular project. For proper completion of the application, LHC strongly encourages potential applicants to consult the federal CDBG-DR Program regulations, and other federal cross-cutting regulations. Applicants should also consult the State's Uniform Construction Code.

#### 7.6. Site Development Requirements

Construction that is financed by CDBG-DR Funds must meet all applicable State and local building codes along with appropriate zoning ordinances in effect at the time of project permitting. See also §3, Eligible Sites regarding project siting requirements specific to this NOFA.

### 7.7. Insurance Requirements

Insurance requirements for projects are governed by the State of Louisiana Office of Risk Management Procedures Manual for Insurance Language in Contracts and Indemnification Agreements, Revised February, 2018, Exhibit D. The entire procedures manual can be found at the following URL: <https://www.doa.la.gov/media/lugfise1/contract-manual-12-2019.pdf>

Additionally, all funded projects are required to carry flood insurance, irrespective of whether such insurance is required by other parties, and without regard to the siting of the property outside of the SFHA. Projects must carry the lesser of full replacement coverage or the maximum available NFIP insurance on all individual buildings. Applicants are hereby advised to ensure that costs for these insurance premiums are fully reflected in their proposed operating budgets.

### 7.8. Housing Choice Opportunities

Projects awarded CDBG-DR Funds must comply with Title VI of the Civil Rights Acts of 1964, the Fair Housing Act, Section 504, Executive Order 11063 and HUD regulations issued pursuant thereto so as to promote greater choice of housing opportunities.

### 7.9. Uniform Relocation and Real Property Acquisition Act

No CDBG-DR Funds will be awarded if the proposed scope of work cannot be completed without triggering the requirements of the Uniform Relocation Act (URA). All work must be within a scope which can be performed without the temporary relocation or permanent displacement of existing residents.

### 7.10. Cross Cutting Federal Requirements

All applicants shall comply with the following:

- Environmental clearance required for federal funds set forth in 24 CFR Part 58;<sup>3</sup>
- Lead Based Paint remediation found in 24 CFR Part 35;
- Section 3 of the Housing and Development Act of 1968 related to providing economic opportunities to recipients of federal assistance

### 7.11. Davis Bacon Prevailing Wage Compliance

If CDBG-DR Funds are awarded, the project budget labor costs must be based on the locally prevailing wage rates for each worker classification. The then-current wage rates must be attached to the construction contract and accepted by the general contractor prior to closing.

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<sup>3</sup> Projects may proceed to secure all Environmental Site Assessment reports prior to award and prior to closing. *However, no choice limiting actions, including, but not limited to, physical work or activity, may start until environmental clearance is obtained. All prohibitions regarding 'choice limiting actions' will apply, rendering the award void and applicant ineligible for award.*

#### 7.12. Accessibility Requirements

All funded projects must meet the accessibility requirements at 24 CFR Part 8, which implements Section 504 of Rehabilitation Act of 1973 (29 U.S.C. 794) and covers multifamily dwellings, as defined at 24 CFR 100.201, and must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619). These requirements must be met for the entire affordability period.

#### 7.13. Nondiscrimination Requirements

The borrower agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Applicant agrees not to discriminate in its employment practices, and will not discriminate on the base of applicable protected classes.

#### 7.14. Closing Costs

The borrower will be required to pay all costs related with closing the CDBG-DR loan from the proceeds of the CDBG-DR loan, including title premium, legal fees of LHC, recording costs, prorations, and other standard closing fees. A schedule estimating these costs will be released subsequently. Closing Costs are an Eligible Cost.

### **8. Application Submission**

This NOFA does not commit the LHC to award any funds nor to pay any costs incurred in the preparation or delivery of applications. Furthermore, the LHC reserves the right to accept or reject, in whole or in part, any and all applications submitted, and/or to cancel this NOFA. The LHC also reserves the right to ask for additional information or conduct interviews from/with any applicant and/or all applicants as may be necessary or appropriate for purposes of clarification. LHC reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA. Any such revisions will be formalized by the issuance of an amendment to this NOFA.

#### 8.1. Application Fees

No application fees are charged by the LHC in its administration of this NOFA.

#### 8.2. TRRRP CDBG-DR Preliminary Application

Complete Preliminary Applications must be submitted by the Deadline for Submission of a Preliminary Application. See §8.5, Important Dates and Deadlines. Submission of a Preliminary

Application must conform to the requirements of this NOFA. Note that the LHC has additionally issued 'Application Instructions' which are available as *LHC TRRRP Application Instructions v 2023-0608.docx* and provides an abridged guide certain application requirements.

The Preliminary Application must include the following materials. Each file must be named as stipulated herein:

- Application Checklist—a completed Application Checklist, with all form fields complete. The template for this is available as *LHC TRRRP Application Checklist v 2023-0608.docx*. The required filename of submitted response: PROPERTYNAME-Application Checklist TRRRP.pdf.<sup>4</sup>
- TRRRP Workbook—a completed TRRRP Workbook, with all form fields complete. The template for this will be published as *LHC TRRRP Workbook v 2023-0608.xlsx*, no later than the date of the Program Seminar / Developer Session (see §8.5, Important Dates and Deadlines\*). The required filename of submitted response: PROPERTYNAME – Workbook TRRRP.xls. (*Note: this must be submitted in Excel format*).
- Narrative Questions and Certifications—a completed Narrative Questions and Certifications response. The template for this is available as *LHC TRRRP Narrative Questions and Certifications v 2023-0608.docx*. The required filename of submitted response: PROPERTYNAME – Narrative and Certifications TRRRP.pdf.
- Photographs—a single PDF document incorporating photographs with annotations of the following: each building structure from each side; each roof from all sides; typical exterior HVAC equipment, typical exterior stairways; office (multiple views); community room, if any (multiple views); laundry room, if any (multiple views); maintenance shop (multiple views); typical<sup>5</sup> unit interior of one of each unit type including kitchen (illustrating condition of appliances and cabinets), bathrooms (illustrating condition of fixtures, sinks, tub/shower, and flooring; mechanical closet showing type, age and condition of hot water heater and HVAC equipment; circuit breaker box showing age, condition and provided amperage; each bedroom (multiple views), living room (multiple views), entry/foyer; each parking area; and property entry with site signage. Other photographs should be included as needed to illustrate property condition. There is no template document for this provided as part of the application package. The required filename of submitted response: PROPERTYNAME – Photographs TRRRP.pdf. (*Note that this must be submitted as an Adobe PDF file.*).

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<sup>4</sup> In all cases 'PROPERTYNAME' should be the name of the property being submitted. For a property named Willow Tree Apartments, the filename for the Application Checklist would be 'WILLOWTREE—Application Checklist TRRRP.PDF'. Note the capitalization of the property name.

<sup>5</sup> 'Typical' means a unit that is generally representative of the condition of most units. Do not submit as 'typical' photographs of a unit in uncharacteristically good or poor condition.

The Preliminary Application must include one printed version, and one set of electronic files either on a CD-ROM or USB thumb drive.

### 8.3. Deadline to Submit

**Preliminary applications** must be received by the LHC, in their entirety, by no later than August 7, 2023.

**Final Applications** must be received by LHC, in their entirety, by no later than November 30, 2023

The Preliminary (and if applicable the Full) Application must be addressed as follows:

Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, Louisiana 70808  
Re: The Rural Rental Rehab Program 2023  
Attn: John Navarra  
*Must include: Project Name, Applicant Name and Return Address*

### 8.4. Methods of Submission

Applicants assume the risk of the delivery method chosen, including delivery via private courier or the U.S. Mail. Be advised that applications arriving after the application deadline, whether via personal delivery, U.S. Mail, FedEx, UPS, or other comparable method of delivery, will not be accepted for any reason.

### 8.5. Important Dates and Deadlines\*

<b>NOFA and application published and posted to LHC website</b>	Thursday, June 8, 2023
<b>Program Seminar / Developer Session – In Person, LHC Boardroom, 2415 Quail Drive, Baton Rouge</b>	2:00pm CST, Tuesday, June 20, 2023
<b>Date for Program Seminar / Developer Session (Zoom) (**)</b>	1:00pm CST, Wednesday, June 21, 2023
<b>Deadline to submit written inquiries regarding the NOFA to the LHC (*)</b>	Wednesday, June 28, 2023
<b>Posting by LHC of FAQ in response to written inquires</b>	Friday, July 7, 2023
<b>Preliminary Application deadline (*)</b>	Monday, August 7, 2023
<b>Invitations to Submit to Selected Applicants</b>	Thursday, September 7, 2023
<b>Full Applications Due to LHC (*)</b>	Thursday, November 30, 2023
<b>Awards Issued by LHC</b>	Tuesday, January 30, 2024

**Closings, by or before**

Friday, May 10, 2024

**Construction completion, by or before**

Friday, November 15, 2024

\*For each deadline imposed on the applicant, the materials must be provided no later than 4:00 pm, CST, on the date of the deadline.

\*\* <https://us06web.zoom.us/j/89304967173?pwd=cnBOcDdrOFZpYWpTZ0U0eXQwUm9nZz09>

## 8.6. Questions and Communication

LHC will consider written inquiries from applicants regarding this NOFA. Inquiries will only be considered if they are **submitted in writing to [Development@lhc.la.gov](mailto:Development@lhc.la.gov) by the deadline for the submission of written inquiries** set forth above. Inquiries shall clearly reference the section of the NOFA for which the applicant is inquiring or seeking clarification.

In addition to written responses to individual inquiries, an official response to each inquiry, along with the actual inquiry, will be posted by the deadline above in the form of a Frequently Asked Questions Addendum (FAQ) at <http://www.lhc.la.gov>.

LHC reserves the right to amend this NOFA.

It is the sole responsibility of the applicant to inquire into and clarify any item of the NOFA that is not understood. The Corporation also reserves the right to decline to respond to any inquiry that will cause an undue burden or expense for LHC.

**It is the strict policy of the LHC that prospective respondents to this NOFA refrain from initiating any contact or communication, direct or indirect, with LHC staff or members of the Louisiana Housing Corporation's Board of Directors with regard to the competitive selection of applicants between issuance of the NOFA and issuance of Awards, excepting the submission of written inquiries pursuant to the Deadline to Submit Written Inquiries Regarding the NOFA to the LHC, and participation in the Program Seminar / Developer Sessions (in person and Zoom). Any violation of this policy will be considered as a potential basis for disqualification from consideration.**

The LHC will produce public records in accordance with LA R.S. Title 44.

## 9. **Definitions**

- **Applicant** - Person(s) or entities having site control of a proposed project (evidenced by a deed, a sales contract, or an option contract to acquire the property), a preliminary financial commitment, and a capable development team submitting an application in response to this NOFA.
- **Construction Completion** - All necessary construction work has been performed, certificates of occupancy have been issued for all units, and borrower has met all conditions to process the final drawdown of CDBG-DR Funds for the project.
- **Corporation** – The Louisiana Housing Corporation (LHC).

- **Entity/ Organization** – A legal body (non-profit, for-profit, local units of government) that will have legal ownership of the project and property before and after project completion and will serve as the borrower of the loan. A developer may contract with an entity or be a part of a development team.
- **FEMA Disaster-Declared Parishes.** The following fifty-one (51) parishes affected by DR-4263 or DR-4277 floods in which FEMA Individual Assistance was available: Acadia, Allen, Ascension, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Catahoula, Claiborne, DeSoto, East Baton Rouge, East Carroll, 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. Note that ten of these parishes were also designated by HUD as Most-Impacted (see below).
- **HUD Designated Most-Impacted Parishes.** The following ten (10) Parishes: Acadia, Ascension, East Baton Rouge, Lafayette, Livingston, Ouachita, St. Tammany, Tangipahoa, Vermilion, and Washington. Note that these ten parishes were also FEMA Disaster-Declared Parishes (see above).
- **National Objective** — For purposes of this program, the CDBG must benefit low- and moderate-income (LMI) persons or households. Within this category, the CDBG expended under this Program must achieve the required ‘housing activities’ in which improvements to existing structures will result in occupancy by at least 51% of households qualifying as LMI.
- **Project** – A site or sites together with any building or buildings located on the site(s) that are under common ownership, management, accounting and financing and are to be assisted with CDBG-DR Funds as a single undertaking by an entity/organization.

