

## VERSION CONTROL FORM

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**Louisiana Housing  
Corporation**

**LOUISIANA HOUSING CORPORATION**

**NOTICE OF FUNDING AVAILABILITY AND PROGRAM IMPLEMENTATION**

**GUIDELINES**

**FOR**

**MULTIFAMILY PIGGYBACK / CDBG-DR LOAN FUNDING**

**Rural Bond Bundle Program**

**Original Published Friday, July 30, 2021**

**Version 2.0, Published Thursday, August 19, 2021**

**Version 3.0 Published Wednesday, September 15, 2021**

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## **1. General Program Terms**

### **1.1. Overview**

The Louisiana Housing Corporation (“LHC”) hereby releases this Notice of Funding Availability and Program Implementation Guidelines (“NOFA” or “Program Description”) for the availability

**of Fourteen Million Two Hundred Fourteen Thousand and Five Hundred Dollars (\$14,214,500.00)** in Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds. These CDBG-DR funds were originally allocated by the United States Department of Housing and Urban Development (“HUD”) for recovery activities related to two separate flooding events in 2016 (identified by HUD as the DR-4263 and DR-4277 floods) affecting wide swaths of the state (the “2016 Floods”). This CDBG-DR program, hereinafter referred to as “**The Rural Bond Bundle Program**”, “RBBP” or “the Program” is subject to the State of Louisiana’s Action Plan for the Utilization of Community Development Block Grant Funds in the Great Floods of 2016, as amended (Action Plan Amendment #16). The Program is designed to provide CDBG-DR funding for the **rehabilitation and preservation of existing, rural, multifamily affordable housing**, currently financed through the United States Department of Agriculture’s Rural Development program (“USDA-RD”).

RBBP is a competitive program focused on the preservation of existing affordable rural housing and requires the grouping of multiple properties within a single application and financing structure (collectively referred to herein as a “Bundle”). All Bundles funded through the Program are to primarily benefit low- and moderate-income populations. No new construction projects will be permitted, and no new units will be created. Eligible Bundles shall contain at least one property located in one of the fifty-one FEMA Disaster-Declared Parishes affected by the 2016 Floods for which FEMA Individual Assistance was available (see “Eligible Parishes” at §1.2, Definitions).

This Program specifically seeks to leverage efficiencies of scale in financing rural, affordable, multifamily properties with existing financing through USDA-RD, and which otherwise would be unable as individual transactions to cost-effectively access the capital needed for rehabilitation, preservation, and continued viability. Successful Applicants will be required to pair USDA-RD funds and CDBG-DR funds (structured as soft subordinate debt),<sup>1</sup> with equity from the sale of 4% Low Income Housing Tax Credits (“LIHTC”) available to projects issued LHC<sup>2</sup> Multifamily Revenue Bonds (“LHC Tax-Exempt Bonds”) in accordance with Section 42(h)(4) of the Internal Revenue Code of 1986, as amended (“Code”). All CDBG-DR Funds will be awarded as loans, with terms necessary to ensure the loan may be included in LIHTC Eligible Basis. See §6, Gap Financing Terms.

Under the Program, a Bundle will include multiple properties within the State of Louisiana<sup>3</sup>, with each property individually eligible for an allocation of LIHTCs, and in which all properties in the Bundle obtain bond-financing through a single bond issuance. Further requirements and program priorities are enumerated throughout this Program Description.

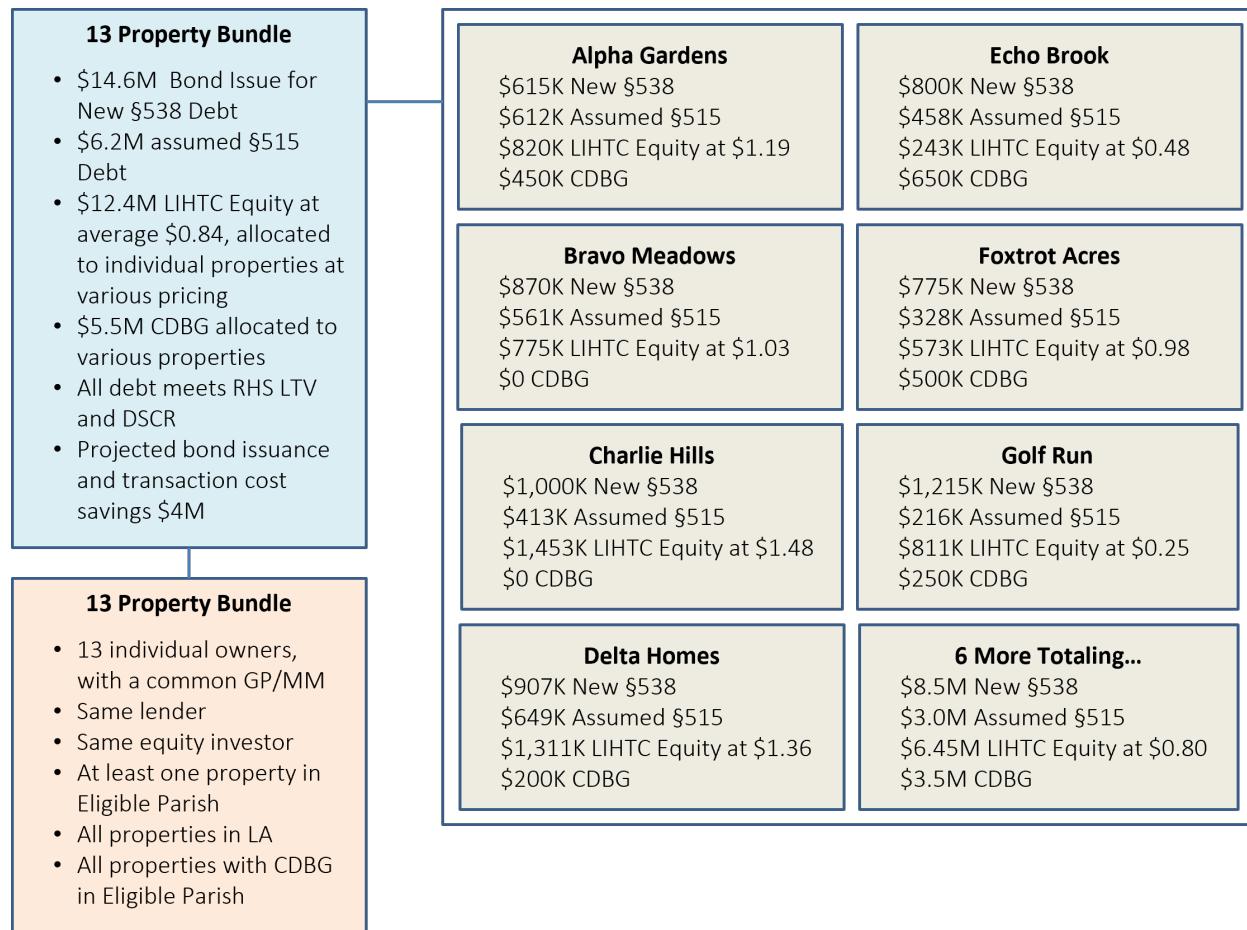
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<sup>1</sup> CDBG funds must be used within one or more properties within a Bundle but are not required to be used by all properties within a Bundle.

<sup>2</sup> The LHC will be the bond issuer.

<sup>3</sup> No properties may be included in the Bundle which are not located in the State of Louisiana. Properties in which CDBG-DR funds are used must be located in an eligible parish.

For clarity, the term “Property” throughout this NOFA refers to a single property owned by a single-asset entity, or a scattered site of reasonable operational proximity, but which has common management, financing, accounting, collateral, and ownership. The term “Bundle” refers to a grouping of eligible Properties. Awardees under this NOFA will receive CDBG-DR funding to rehabilitate eligible Properties in a Bundle as part of the financing of rehabilitation of all Properties in the Bundle under one single common bond-issuance, with common lenders, and common LIHTC investor, thus producing cost savings for the Bundle. All Properties in a Bundle will undergo rehab, and all will be reprovisioned for continued physical viability and affordability. All Properties will undertake debt refinancing. Some or all Properties will receive CDBG-DR. See the sample Illustration below.



## 1.2. Definitions

Terms not specifically defined herein have the meaning given to them in LHC’s 2022 Qualified Allocation Plan (“2022 QAP”) available on LHC’s website at: <http://www.lhc.la.gov/page/archives>

- **Applicant** – A Sponsor applying in response to this NOFA.
- **Application** – collectively or individually as the case may be, the Preliminary Application and/or the Full Application, including all responses to any deficiency letters.
- **Award** – a conditional commitment of CDBG-DR toward the financing of a Bundle.

- **Awardee** – An applicant receiving an Award.
- **Bundle** – Any grouping of between five and twenty eligible single asset entity properties to be recapitalized and preserved under a single bond issuance, with a single investor limited partner/member, which otherwise qualifies under the terms and conditions specified in this NOFA.
- **CDBG-DR Period of Affordability** – A period of not less than thirty-five (35) years and not more than forty (40) years during which certain rent and income restrictions apply to the operation of a Property, as established in a foreclosure-proof CDBG-DR Use Agreement.
- **Completed Projects** – a Project that has reached Construction Completion with certificates of occupancy issued for all units.
- **Construction Completion** - All construction work has been performed and the final drawdown of CDBG-DR Funds has been disbursed for the project.
- **Eligible Parishes.** the fifty-one (51) FEMA Disaster-Declared Parishes affected by the 2016 Floods for which FEMA Individual Assistance was available, namely: 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.
- **Entity/ Organization** – A corporation, partnership, limited liability company, or other legal entity (non-profit or for-profit), that will have legal ownership of all properties within a Bundle before and after project completion.
- **Full Application** – a comprehensive application submitted by the Applicant at the invitation of the LHC, based on the LHC's determination that the Applicant's Preliminary Application meets the necessary standards and provides a relatively better opportunity to preserve housing than other applications received.
- **Preliminary Application** – an initial application, providing the information needed to permit the LHC to make a preliminary determination of feasibility, viability and likelihood to succeed, as a basis for determining whether to request (invite) the Applicant to submit a Full Application.
- **Project** - An undertaking or task related to this NOFA (which may concern the entirety of terms and requirements of a Bundle of Properties), and not referring specifically to the real estate, or legal entity which is an individual 'property' (see below).
- **Property** – A site or sites together with any improvements located on the site(s) that are currently improved and operated as housing and under common ownership, management, accounting, and financing.

- **Sponsor** – Person(s) with respect to the project concerned, having site control (evidenced by a deed, a sales contract, or an option contract to acquire the property), a preliminary financial commitment, and a capable development team.
- **Surplus Cash** – Surplus cash is a “cash minus payables” calculation, performed pursuant to the terms of the CDBG-DR Gap Financing Loan Agreement. Surplus Cash measures the amount of cash that exceeds short-term obligations. CDBG-DR loan payments are generally based on the amount of calculated Surplus Cash.

### **1.3. Funding**

**Fourteen Million Two Hundred Fourteen Thousand and Five Hundred Dollars (\$14,214,500.00)** in 2016 Flood CDBG-DR funds will be made available through this NOFA, subject to limitations enumerated at §2.1, Funds Available, Maximum and Minimum Funding.

### **1.4. Eligible Uses**

CDBG-DR Funds awarded under this NOFA will only reimburse eligible costs incurred to rehabilitate and preserve existing rural housing projects. No CDBG-DR Funds will be paid to reimburse a project cost unless the electronic Funds Requisition Form with back-up AIA certification, invoices and receipts are submitted and approved. No funds will be disbursed until final financial closing of all funding sources, and all environmental conditions are satisfied. Rehabilitation costs must be included as a budgeted item and funds must be drawn on a pari passu basis with other construction-period funding sources. The LHC will determine the pari passu percentage basis on which CDBG-DR funds are released during construction.

Purchases from affiliated persons or entities must be supported with an appraisal, acceptable to the LHC in its sole discretion.

### **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 Federal Register Docket No. FR-5989-N-01.

### **1.6. Eligible Projects**

Bundles shall contain no fewer than five (5) Properties and no more than twenty (20) Properties. No new construction of units will be permitted. All units in a Bundle must be existing units which, if awarded, will undergo rehabilitation of no less than \$6,500 per unit. *See §5, Rehabilitation Criteria.* At least one Property in a Bundle must be located in an Eligible Parish, and all Properties receiving CDBG-DR must be in an Eligible Parish. No single property may be included in more than one submitted Bundle.

At closing, each Property in a Bundle must be owned by a separate single asset entity organized as either a for-profit limited partnership (“LP”) or limited liability company (“LLC”). All Properties in a Bundle must share a common general partner/managing member and the investor member/limited partners of each Property must be affiliated with each other. The

general partner or managing member may be for- or non-profit entities. Applicants should be an affiliate of the proposed general partner/managing member and may submit no more than two Preliminary Applications containing one Bundle per Preliminary Application.

All Properties must satisfy the requirements of both the LHC 2022 QAP and applicable USDA -RD Rural Housing Service (“RHS”) requirements, as well as all eligibility requirements of this Program Description, except as noted herein.

### **1.7. Ineligible Properties**

The following Properties are ineligible to be included in a Bundle:

- Properties in a Bundle in which there is not at least one Property located in an Eligible Parish. *See §1.2, Definitions.*
- Properties not allowed LIHTCs, pursuant to Section 42(h)(4) of the Code.
- Lease to Own Properties.
- Properties in which some units would not have affordability restrictions. To be clear, the LHC will require for properties receiving CDBG-DR that the CDBG-DR Regulatory Agreement have initial occupancy and rent restrictions applicable to all units. See the set-aside requirements at §7.2, Affordability. Other affordability requirements pursuant to the QAP apply to all properties receiving LIHTCs.
- Any new construction property or unit. This program only permits rehab and recapitalization of existing units at existing properties.
- Properties requesting CDBG-DR and located below the current Flood Elevation Level, with residential structures located within the 100-year flood zone. To be clear, the LHC may permit such at-risk properties to be included in a Bundle, but will not permit the investment of CDBG-DR in properties at risk of future flooding based on siting within the 100-year flood zone.
- Properties which fail to achieve a minimum forty (40) point score against the scoring criteria established in the LHC 2022 QAP (§IV.A.12), based on the LHC’s review of a Full Application. *See §4, LHC Selection Criteria Based on Preliminary Applications.*

### **1.8. 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.
- Any person or entity (or affiliate thereof) which is currently out of compliance with the LHC and/or the State of Louisiana, Division of Administration’s Office of Community Development (“OCD”) regarding annual audits or which is in arrears on payments of or other obligations related to LHC/OCD loans.

## **1.9. Prior Awards**

No awards under this NOFA may be combined with prior awards issued by the LHC/OCD, including those which have not yet closed and those which have closed and have not yet been fully funded.

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

The individual signing on behalf of the Applicant must have the authority to execute a legal agreement with the LHC. All Awards will be to the established or proposed general partner/managing member entity identified in the Application and will be addressed to the principal of that entity. No assignment of an award may be made without the prior, written consent of the LHC. Any change in the proposed ownership from that which is stipulated in the Application will constitute an assignment.

## **1.11. Strictly Enforced Schedule**

Award Acceptance Agreements (“Award Agreement”) will be issued to Awardees by the Award Determinations Published Date. Applicants should plan to close prior to the Closing Deadline Date, and to complete construction no later than the Construction Completion Date. Applicants which cannot adhere to this schedule should not apply. The submission of a Preliminary Application represents a commitment to meet this schedule. See §9.6, *Important Dates and Deadlines*.

The LHC will strictly adhere to and impose deadlines for committing and expending CDBG-DR to Awardees based upon the activity proposed and other information provided by Applicants in the Preliminary Application. Any CDBG-DR funds not expended within the timeframes included in any award or loan documents may be recaptured and reallocated by the LHC. Projects must adhere to the following:

- Each CDBG-DR Award Agreement will contain an expiration date of the Award, as well as construction start and completion. The LHC may terminate any Award Agreement at any time after the expiration of the Award expiration deadline and may put an Awardee in default under the applicable loan documents upon expiration of the completion deadline unless LHC and the Awardee agree to amend the respective Award Agreement or loan document. Any CDBG-DR funds disbursed for a Property that is not completed timely and placed in service (whether due to the fault or negligence of the Awardee or otherwise) must be repaid in full to the LHC upon thirty (30) days written notice.
- Applicants must submit a project schedule in their Preliminary Application and must adhere to the project schedule (and that schedule must conform to the schedule outlined at §9, *Deadlines to Submit* and satisfy placed in service requirements required by Section 42 of the Code). Adherence to the schedule will also be a formal requirement of any Award, and failure to meet the agreed upon schedule will be an event of default under the CDBG-DR loan documents.

## **1.12. Overview of Two-Stage Process: Preliminary and Full Applications**

The LHC will award CDBG-DR funding through a two-stage process.

The LHC will review the **Preliminary Applications** for threshold eligibility and assess these against the **LHC Selection Criteria Based on Preliminary Applications** set forth herein. The LHC will subsequently provide those Applicants best meeting these criteria with an **Invitation to Apply**.

Applicants receiving an **Invitation to Apply** may then submit a **Full Application** containing the additional information and in accordance with the schedule set forth below.

The LHC will provide Awards to Applicants that meet the Program requirements by issuing: (1) a General Letter of Acceptance for the approved Bundle, outlining general criteria, terms and conditions; (2) CDBG-DR Award Acceptance Agreements to individual Properties allocated CDBG-DR within the approved Bundle, and (3) credit reservation letters for each Property within the approved Bundle.

The General Letter of Acceptance will include conditions related to the transaction, both at the Bundle and Property levels. The LHC may stipulate it retains absolute discretion to refuse any draws against awarded CDBG for those properties in the Bundle awarded CDBG, in the event that fewer than 90% of the total properties in the Bundle fail to close.

*See §4, LHC Selection Criteria Based on Preliminary Applications; and §3, Applications.*

## **2. CDBG-DR Limits**

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

Total CDBG-DR to be awarded under this NOFA is **Fourteen Million Two Hundred Fourteen Thousand and Five Hundred Dollars (\$14,214,500.00)**. This amount (and the limits enumerated below) is subject to upward or downward adjustment by the LHC. Any adjustments will be published to the public through an amendment to this NOFA. Such amendments may be issued at any time. Funding limits are as follows:

- A single Bundle may not be allocated less than One Million Dollars (\$1,000,000.00) and no more than Seven Million One Hundred Seven Thousand and Two Hundred and Fifty Dollars (\$7,107,250.00) in CDBG-DR funds.
- An individual Property within a Bundle may not be allocated less than Four Hundred Thousand Dollars (\$400,000.00) (unless required by the per unit cap set forth below) or more than One Million Dollars (\$1,000,000.00). Accordingly, any Applicant requesting the maximum CDBG-DR must have a Bundle of at least eight (8) Properties that individually qualify for CDBG-DR hereunder. Not all Properties in a Bundle are required to be eligible for CDBG-DR, so an Applicant could also include non-qualifying Properties in the Bundle to increase efficiencies of financing rehabilitation of the Bundle.

- Properties within a Bundle that are awarded CDBG-DR hereunder may not allocate more than Forty Thousand Dollars (\$40,000.00) per unit allocated CDBG-DR. For example, Bundle Beta has 13 total properties and 351 total units, including six properties proposed to receive awards of CDBG-DR. Those six properties contain 181 units. For this Bundle, the total CDBG request must be limited to no more than \$7,200,000. Note this limit is not an individual Property limit; consequently, the CDBG-DR allocated to a specific Property could exceed \$40,000 per unit, provided the average CDBG-DR allocated to all units receiving CDBG-DR is not greater than \$40,000 per unit. There is no minimum per unit allocation of CDBG-DR.

For clarity, a Bundle must adhere to the below CDBG-DR limits:

- No less than \$1,000,000.00 and no more than \$7,107,250 of CDBG-DR funding for the Bundle.
- No less than \$400,000 and no more than \$1,000,000 of CDBG-DR per Property within the Bundle.
- No more than \$40,000 per unit at CDBG-DR funded Properties within the Bundle.

Example 1: Bundle with 18 total Properties and 500 total units, of which 9 Properties containing 240 units are requesting CDBG-DR funding. Request must be the lesser of (a) **\$7,107,250**; (b) \$9,000,000 (9 X \$1,000,000); or (c) \$9,600,000 (240 X \$40,000). In this case, the total limit per Bundle (highlighted in (a)) would apply.

Example 2: Bundle with 12 total Properties and 350 total units, of which 5 Properties containing 140 units are requesting CDBG-DR funding. Request must be the lesser of (a) \$7,107,250; (b) **\$5,000,000 (5 X \$1,000,000)**; (or (c) \$5,600,000 (140 X \$40,000)). In this case, the \$1,000,000 limit per Property receiving CDBG-DR within the Bundle (highlighted in (b)) would apply.

Note that Applicants are disadvantaged when requesting a high percentage of CDBG-DR funds relative to total rehabilitation costs. See §4, *LHC Selection Criteria Based on Preliminary Applications*.

Applicants may request less than Four Hundred Thousand Dollars (\$400,000.00) for any Property if a lower amount is needed to avoid the maximum CDBG-DR per unit.<sup>4</sup>

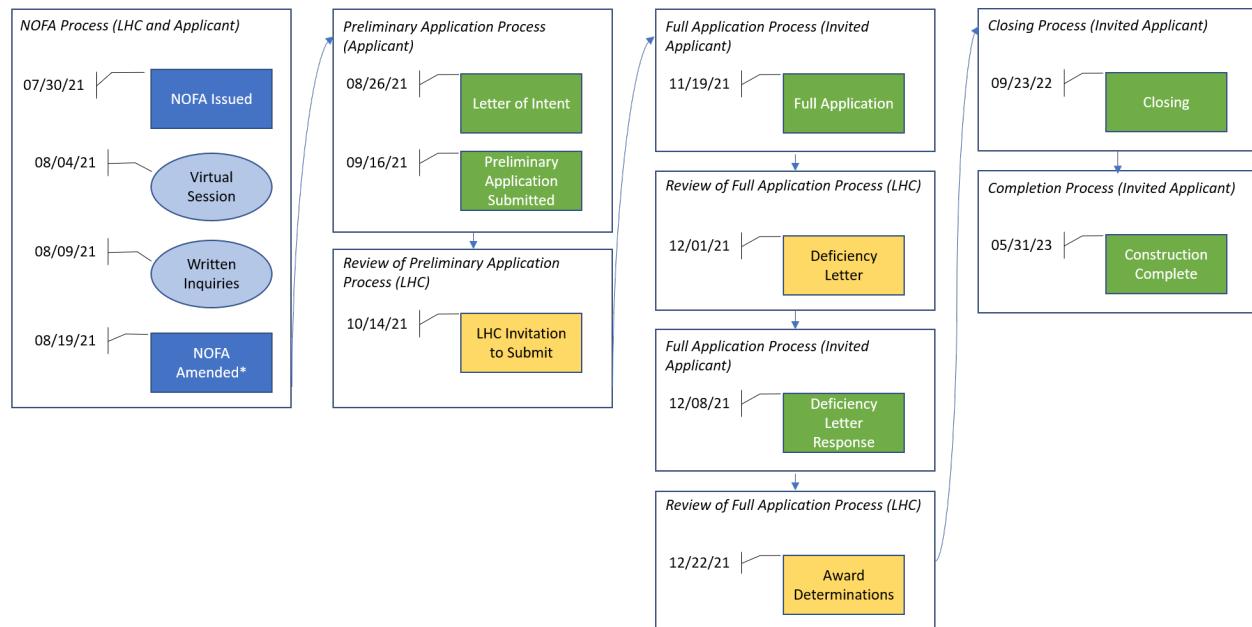
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<sup>4</sup> This could happen on a <10-unit property.

### 3. Applications

#### 3.1. General Process

The general application process is outlined in the illustration below. See also the remainder of this section, and §9, Deadlines to Submit. Note revised illustration (Amendment #1) to conform with revised schedule.



#### 3.2. NOFA Process: Written Inquiries, Virtual Session, FAQs, Amendments to NOFA

This NOFA anticipates a need for inquiries, clarifications and potential modifications to the Program toward ensuring its requirements are achievable and consistent with good outcomes. See “NOFA Process (LHC and Applicant)” in the illustration above.

The LHC will hold a virtual session to present the Program on August 4, 2021. Interested parties may attend but are not required to do so. Information on this session will be provided separately.

Additionally, interested parties may submit written questions to the LHC. It is the sole responsibility of the Applicant to inquire into and clarify any item of the NOFA that is not understood. LHC will consider written inquiries from Applicants regarding this NOFA only 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 herein. See §9.6, *Important Dates and Deadlines*. Inquiries shall clearly reference the section of the NOFA about which the Applicant is inquiring or seeking clarification. Any and all written inquiries from Applicants submitted in writing will be deemed to require an official response; however; the LHC reserves the right to decline to respond to any inquiry that will cause an undue burden or expense to the LHC.

In addition to written responses to individual inquiries, an official response to each inquiry, along with the actual inquiry, as well as topics discussed in the virtual session, will be posted by in the

form of a Frequently Asked Questions Addendum (FAQ) at <http://www.lhc.la.gov> in accordance with the timeline provided below.

LHC reserves the right to amend this NOFA.

### **3.3. Preliminary Application Process: Preliminary Applications**

Interested parties must submit a Preliminary Application by the Preliminary Application Due Date. *See §9.6, Important Dates and Deadlines.*

The Preliminary Application form is not attached to this NOFA but will be issued subsequent to the publication of this NOFA.

Applicants are cautioned to ensure that any representations in their submitted Preliminary Application(s) regarding financing sources and other transactional features (debt and equity amounts, reserves, rehabilitation costs, rents, and other key elements) are achievable. The LHC will not permit material changes to terms included in Preliminary Applications which receive an Invitation to Apply. If an Applicant is issued an Invitation to Apply based on its Preliminary Application, and the LHC determines that the Full Application is not substantially consistent with the Preliminary Application, the LHC may deny the Application. For purposes of this determination, “substantially consistent” requires that the Full Application achieves the same or improved objectives as the Preliminary Application, pursuant to considerations enumerated at §4, *LHC Selection Criteria Based on Preliminary Applications*. The LHC reserves sole discretion to make this determination and there is no right of appeal by the Applicant. *See also §1.12, Overview of Two-Stage Process: Preliminary and Full Applications.*

### **3.4. Preliminary Application Process: Invitation to Apply**

Based on the submitted Preliminary Applications, the LHC will issue Invitations to Apply to one or more Applicants. It is the LHC’s intent to award funds (CDBG-DR, Low Income Housing Tax Credits and LHC Tax-Exempt Bonds) to all Bundles which are invited to apply, subject to a comprehensive review of the Applicant’s Full Application for feasibility, viability, and conformance with the 2022 QAP and this Program Description. An Invitation to Apply does not constitute an Award.

### **3.5. Full Application Process: Full Application**

Only Applicants receiving an Invitation to Apply may submit a Full Application. Each Full Application must meet the requirements of the 2022 QAP, including but not limited to:

- Submission of an Underwriting / Application model for each property within the Bundle;
- All required forms, certifications, and documents for the allocation of LIHTCs;
- Payment of all required fees pursuant to the 2022 QAP, including the Market Study Fee (see 2022 QAP);

In addition, Applicants must update the information submitted in the Preliminary Application and identify and explain all material changes related to transactional features (debt and equity amounts, reserves, rehabilitation costs, rents, and other key elements), if any.

### **3.6. Project Readiness Requirement: Funding Commitments**

The Full Application must demonstrate and include commitments for all funding sources to the satisfaction of the LHC, as follows:

- (a) Commitments for all non-CDBG sources of funding.
  - (i) All commitments must be dated after the publication date of this NOFA.
  - (ii) LHC reserves the right to require updated commitments as it deems necessary.
  - (iii) For Properties allocated CDBG-DR, commitments for LIHTC equity must provide for at least 10% pay-in prior to the first payment of CDBG-DR funds from LHC.
  - (iv) All conditions contained in commitments shall be subject to determination by the LHC as to reasonableness. LHC may reject any commitment (and deem the Application deficient) if, in the sole discretion of the LHC, any condition is outside of market requirements and/or is unlikely to be satisfied.
  - (v) Note that approval of financing by the USDA-RD is not required prior to the deadline for Full Applications; however, it is required prior to closing.
- (b) The Full Application will be combined with an LIHTC Application in accordance with the requirements of Section 42(m) of the Code and the provisions of the 2022 QAP. Awarded funds for a project utilizing LHC Tax-exempt Bonds will be made contingent upon approval of such bond issuance from the Louisiana State Bond Commission.

## **4. LHC Selection Criteria Based on Preliminary Applications**

The LHC will review all Preliminary Applications and issue selected Bundles with an Invitation to Apply. The LHC intends to limit selected Bundles so as not to exceed the available CDBG-DR funds for the Program. The LHC may select alternates, which will receive an Invitation to Apply only in the event that the Applicants initially receiving an Invitation to Apply fail to perform against program requirements and have their Invitations revoked, or their Full Applications denied.

Eighty (80) total points are possible. The highest scoring Bundles will be issued an Invitation to Submit a Full Application, subject to funding availability (a lower-scoring application may be awarded over a higher-scoring application if there are funds available for a lower-scoring request, but not the higher-scoring request).

In determining which Applicants receive an Invitation to Apply, the LHC will make determinations based upon consensus scoring (quantified criteria) by a Review Committee or by calculated points, based on the following:

### **4.1. Likelihood to Close (20 Points Max)**

The LHC is invested in ensuring that awarded funds achieve their intended purpose of preserving housing. Points in this section will be awarded based on the Review Committees considered determinations of the capabilities of the Development Team to carry out the proposed recapitalization effort timely and competently. As represented by the information

provide in the Preliminary Application, teams with little or no experience will receive lower scores, teams with extensive, demonstrated experience will receive higher scores.

#### *4.1.1. Development team general expertise, 0-5 Points*

The LHC will consider the developer's experience (including that of its partners, advisors, and other team members) toward its demonstrated prior success in USDA-RD financed Rural Housing, LIHTC, recapitalization, rehab, and preservation of use-restricted, affordable, multifamily housing.

#### *4.1.2. Bundle feasibility irrespective of expertise, 0-5 Points*

A higher number of points will be awarded to Bundles with fewer complicating factors and lower potential for risk of not closing due to dependencies and uncertainties. Such factors are at the discretion of the LHC, but may include environmental issues, title and ownership issues, financial capacity of the sponsor, multiplicity of financing strategies, and other challenges to successfully transacting the proposed Bundle.

#### *4.1.3. Development team bond bundling expertise, 0-10 Points*

A higher number of points will be awarded to Bundles in which the development team (including its partners (lender(s), equity investor, advisor(s)) have demonstrated prior success bundling rural properties under a single bond issuance, with a single investor, in programs which are similar in financing construct to this program. Bundles in which the development team has no such experience will score zero points in this category. Bundles in which key members of the team have such prior experience will receive points, with the most points awarded to Bundles in which all key partners (lender, equity investor, developer/sponsor and/or advisors) have extensive prior experience.

### **4.2. Bundle Efficiency (30 Points Max)**

The elements in this subsection are scored based on relative performance of all applications, with the best-performing Bundle in each category receiving the maximum points for that category, and all other Bundles receiving points relative to the best-performing Bundle.

#### *4.2.1. CDBG-DR requested per unit preserved, 10 Points Max*

This scoring criterion rewards Bundles with a lower CDBG cost relative to overall units preserved within the Bundle. The Bundle with the highest ratio of units preserved to CDBG requested will receive ten (10) points. All other applications will receive a lower point-score, reflecting their outcome relative to the application performing highest against this criterion.

*Example: Application A requests \$4M in CDBG for a Bundle which would recapitalize and preserve 420 total units (\$9,524/unit); Application B requests \$4.8M for 399 units (\$12,030/unit); and Application C requests \$6.8M for 550 units (\$12,364/unit).*

*Application A is requesting the lowest CDBG per unit preserved within the Bundle and receives 10 points. Application B receives 7.92 points (\$9,524 / \$12,030 = 0.792) and*

*Application C receives 7.77 points ( $\$9,524 / \$12,364 = 0.777$ ). Note for this calculation, the numerator is all units within the Bundle, without regard to whether those units are located in properties which will individually receive CDBG-DR.<sup>5</sup>*

#### **4.2.2. CDBG-DR requested per property preserved, 10 Points Max**

This scoring criterion rewards Bundles which preserve a greater number of properties, relative to the CDBG requested. The Bundle with the greatest number of properties preserved relative to the CDBG-DR requested will score ten (10) points. All other applications will receive a lower point-score, reflecting their outcome relative to the application performing highest against this criterion.

*Example: Application A requests \$4M in CDBG for a Bundle which would recapitalize and preserve 12 total properties (\$333,333/property); Application B requests \$4.8M for a 16 property Bundle (\$300,000/property); and Application C requests \$6.8M for a 19 property Bundle (\$357,895/property). Application B is requesting the lowest CDBG per property preserved within the Bundle and receives 10 points. Application A receives 9.0 points (\$300,000 / \$333,333 = 0.900) and Application C receives 8.38 points (\$300,000 / \$357,895 = 0.838). Note for this calculation, the numerator is all properties within the Bundle, without regard to whether those are properties which will individually receive CDBG-DR.*

#### **4.2.3. The proposed average rehabilitation cost per unit, 5 Points Max**

This scoring criterion rewards Bundles in which the total proposed rehab is greater, without regard to the amount of CDBG-DR requested.

*Example: Application A proposes average rehab per unit of \$42,000; Application B proposes average rehab per unit of \$35,000; and Application C proposes average rehab per unit of \$46,000. Application C proposes the greatest average rehab per unit within Bundle and receives 5 points. Application A receives 4.57 points (\$42,000 / \$46,000 = 0.913 X 5 = 4.57) and Application B receives 3.80 points (\$35,000 / \$46,000 = 0.761 X 5 = 3.80). Note for this calculation, the numerator is the highest proposed average rehab within all individual Bundles and the denominator is the average per unit rehab within the Bundle being scored.*

#### **4.2.4. Total transaction costs per unit, 5 points max**

This scoring criterion rewards Bundles in which the average transaction costs per unit are lower, without regard to the amount of CDBG-DR requested. Transaction costs include all development costs which are not otherwise acquisition costs, hard costs for rehab, reserves and escrows,

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<sup>5</sup> Note: None of the amounts in any of the examples are intended to illustrate LHC's expectations for costs, amounts or averages in any category. None of the examples are based on modeling or projections, and the correct answer for any Bundle will be based on that Bundle's economics. No guidance is provided or inferred in these examples.

*Example: Application A proposes average transaction costs per unit of \$20,000; Application B proposes average transaction costs per unit of \$22,000; and Application C proposes average transaction costs per unit of \$29,000. Application A proposes the lowest average transaction costs per unit within the Bundle and receives 5 points. Application B receives 4.55 points ( $\$20,000 / \$22,000 = 0.909 \times 5 = \$4.545$ ) and Application C receives 3.45 points ( $\$20,000 / \$46,000 = 0.690 \times 5 = 3.448$ ). Note for this calculation, the numerator is the lowest proposed average transaction costs per unit within all individual Bundles and the denominator is the average per unit transaction cost within the Bundle being scored.*

#### **4.3. Bundle Characteristics and Outcomes (30 points)**

##### **4.3.1. Balance of properties in the Bundle (0-15 Points)**

The LHC will provide higher scores to Bundles which incorporate preservation-worthy assets which benefit from bundling (i.e., lower transaction costs, CDBG-DR and/or the rebalancing of equity within the Bundle) to support their recapitalization, which would not otherwise be possible as individual assets. Bundles which include properties which would not otherwise be preservable without bundling will receive higher scores.

##### **4.3.2. Overall preservation-worthiness (0-15 Points)**

The preservation-worthiness of Properties in the Bundle, as indicated by their historic occupancy rates, levels of affordability, levels of proposed rehabilitation (and resulting, likely long-term physical viability), flood-risk, and significance and relevance in the overall affordable housing framework of their local communities. Bundles with (a) higher average occupancy rates, (b) affordability at lower levels of Area Median Income, (c) greater levels of Rental Assistance, (d) longer-term affordability restrictions, and (e) other measures related to preservation-worthiness will receive higher scores.

### **5. Rehabilitation Criteria**

All units will be existing units which receive rehabilitation of no less than \$6,500 per unit. Full Applications will require detailed information regarding the scope of proposed rehabilitation, and the LHC will require the scopes to incorporate elements of disaster resilience, as denoted in the enhanced QAP criteria appended to this NOFA. Minimum Rehabilitation Criteria for the RBBP are the same as those stipulated in the 2022 QAP, Appendix B - Minimum Design Standards (New Construction & Rehabilitation).

## **6. Gap Financing Terms**

CDBG-DR financing will be awarded as a project construction loan (“Loan”) secured by the project holding either a 1<sup>st</sup> or 2<sup>nd</sup> lien position, with annual debt service based on annual Surplus Cash.<sup>6</sup> Any loan balance remaining at the end of the Loan term shall be payable in full at maturity.<sup>7</sup> Loans will become due upon the earlier of (a) maturity; (b) sale or refinancing of the Property;<sup>8</sup> or (c) acceleration as the result of a default of the terms of the documents evidencing or securing the Loan.

Awardees will be required to submit audited annual financial statements that include a Surplus Cash computation as defined by LHC and as established in the CDBG-DR Rural Bond Bundle Program Loan Agreement. Surplus Cash is a balance sheet measurement that subtracts short-term obligations from available cash. If Surplus Cash is positive, under the Loan Agreement it will be distributed in the following order of priority (regardless of the terms of the Awardee’s operating/partnership agreement):

- The percentage established in the Loan Agreement toward payment of the Loan.
- Any remaining amount to the Applicant (subject to any agreements between the partners or members).

The terms of the Loan Agreement will take precedence over any provisions regarding Surplus Cash in the Limited Partnership/Operating Agreement. An Application under this NOFA acknowledges this principle, notwithstanding definitions or understandings regarding what may constitute “surplus cash” in other parties’ agreements.

The following must be paid solely from the Applicant’s share of Surplus Cash: deferred developer fee, any tax credit adjusters, any asset management fees or investor service fees greater than \$5,000 per year in total,<sup>9</sup> any incentive payments to any affiliated entities, and the replenishment of any reserves other than normal monthly deposits to the Reserve for Replacements paid as an operating expense. Ongoing deposits to other reserves, and replenishment deposits to any reserve account, may be made only from Surplus Cash that is distributed to the Applicant.

The Applicant may defer any portion of developer fee; however, the LHC will permit to be included in basis only that portion which the developer asserts and the LHC agrees can be

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<sup>6</sup> Note, it will only be in 1st lien if the underwriting determination is that the property cannot support a permanent 1st mortgage.

<sup>7</sup> The term of the CDBG-DR Gap Financing Loan will be 35 years in all cases except in those cases where the term of the 1<sup>st</sup> mortgage is 40 years. When the 1<sup>st</sup> mortgage is 40 years, the term of the CDBG Loan will be 40 years.

<sup>8</sup> Due on sale or refinancing, unless the LHC, in its sole discretion, agrees to resubordinate to new financing.

<sup>9</sup> The permitted asset management fee, recognized as a priority item to be paid ahead of the Surplus Cash subject to repayment, will be (a) not greater than \$5000 per annum, (b) inflated at 2% per annum, and (c) not subject to accrual. Sponsors may agree to different terms with their partners, but any amounts greater than the foregoing will not be recognized by the LHC in its determination of Surplus Cash, and in its determination of amounts due under the Loan, as established in the Loan Documents.

reasonably projected to be recovered from the Applicant's share of Surplus Cash within the first 15 years.

No other subordinate loans may be repaid through the Applicant's share of Surplus Cash, except loans made by an affiliate, without (a) disclosure of such proposed arrangements in the Preliminary Application, and (b) the LHC's written consent, which shall be at its sole discretion.

Notwithstanding the foregoing, the LHC will amend its CDBG-DR loan requirements when doing so is necessary to align these loans with established USDA-RD requirements.

#### **6.1. Interest Rate and Residual Value**

The outstanding principal balance of the Loan will accrue interest at 0%.

#### **6.2. Required Affordability**

Eligible Properties may not include market-rate units. All units must be affordable units (restricted as to rent and initial, qualifying household income). Set-aside requirements are as follows applicable to properties receiving CDBG-DR are below; other set-aside requirements pursuant to the LIHTCs or USDA will apply:

- When not otherwise in conflict with USDA requirements, Properties receiving CDBG-DR must set-aside no fewer than 5% of the units at rents affordable at 30% AMI, and for occupancy by households at or below 30% AMI for the duration of the CDBG-DR Period of Affordability (defined below). Note that there are no Permanent Supportive Housing ("PSH") set-aside requirements, and properties funded under this Program are not required to offer PSH units.
- Properties receiving CDBG-DR must restrict 100% of the units to rents at or below 60% of AMI and reserved those units for households with initial household incomes (i.e., at move-in), at or below 60% of AMI, for the duration of the CDBG-DR Period of Affordability.
- The above bulleted restrictions shall be documented by a CDBG-DR Regulatory Agreement which shall be recorded against the Properties receiving CDBG-DR funding hereunder for a term of 35 years, unless the term of the permanent 1<sup>st</sup> Mortgage is for a longer period, in which case the term of the CDBG-DR Regulatory Agreement will match the 1<sup>st</sup> Mortgage term. The CDBG-DR Regulatory Agreement will prime the 1<sup>st</sup> mortgage and will survive foreclosure of the first mortgage.

Additionally, all Properties in a Bundle will have existing or new USDA-RD Use Restrictions associated with their participation in USDA-RD programs, and LIHTC restrictions corresponding to the QAP and LIHTC LURA. In the event of the CDBG-DR, USDA-RD, and LIHTC affordability restrictions are in conflict, the most restrictive set of covenants will apply.

### **6.3. Legal Documents**

CDBG-DR RBBP 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 any senior lender), and Guaranty Agreement that guarantees completion, the funding of operating deficits, and non-recourse carve-outs. It is anticipated that these template legal documents will be posted no later than thirty (30) days prior to the deadline for submission of Full Applications under this NOFA.

Unless the Full Application contains a summary of specific provisions of the Loan Documents which the Applicant requests be amended and the LHC consents in writing to these proposed, amended terms, 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.

## **7. Underwriting Standards and Requirements**

The underwriting standards and requirements of the 2022 QAP, as reflected in the 2022 QAP electronic application model, will apply to applications submitted under this NOFA. In the event there are conflicts between the underwriting requirements in the QAP and those of the USDA-RRD, the LHC will consider the best interests of the Property and the inviolable requirements of the Code in determining whether case-by-case waivers to the 2022 QAP requirements will be permitted.

## **8. Various Requirements**

### **8.1. Insurance Requirements**

Insurance requirements for rehabilitation projects receiving funding from State agencies 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. This Exhibit is appended for reference to this NOFA, See §XX. The entire procedures manual can be found at the following URL:

<https://www.doa.la.gov/orm/PDF/ContractManual2-2018.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 Special Flood Hazard Area. Projects must carry the lesser of full replacement coverage or the maximum available National Flood Insurance Program 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.

### **8.2. Payment and Performance Bond**

Each Awardee will be required to post both a payment and performance bond during the period of construction for the entire amount of the construction contract and corresponding to

the requirements of the Disaster Recovery CDBG Grantee Administrative Manual. Applicants may not contract with a general contractor who does not have bonding capacity and the ability to provide full coverage builder's risk insurance.

### **8.3. Cross Cutting Federal Requirements**

All Applicants shall comply with all federal regulations applicable to federal funding, whether contained in the CDBG regulations or otherwise. These regulations include the following:

- Federal Labor Standards.
- Fair Housing and non-discrimination requirements; and
- Acquisition and Relocation requirements, as applicable;
- Financial management and procurement;
- Environmental Review;

Information on these regulations, as well as the CDBG regulations, may be found at the following website:

[https://files.hudexchange.info/resources/documents/CDBGToolkit\\_Contents.pdf](https://files.hudexchange.info/resources/documents/CDBGToolkit_Contents.pdf)

The below regulations are listed herein as frequently referenced federal regulations that arise in similar Programs, but in no way does the absence of a reference to a federal cross cutting regulation below eliminate the obligation of the Applicant and all Awarded projects to comply with all regulations described in the above CDBG Toolkit.

### **8.4. Federal Labor Standards; Davis Bacon Prevailing Wage Compliance**

If CDBG-DR Funds are awarded to a property within a Bundle, the project budget costs for that Property must be based on the prevailing wage rates. The then-current wage rates must be attached to the construction contract and accepted by the general contractor prior to closing.

### **8.5. Fair Housing; 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.

### **8.6. Fair Housing; Nondiscrimination Requirements**

Applicants agree 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 Applicants shall cause their contractors to agree to abide by the requirements of the Americans with Disabilities Act of 1990.

Each Applicant agrees not to discriminate in its employment practices, and will render services under any award hereunder without discrimination on the basis of any protected classes.

### **8.7. Fair Housing; 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 a greater choice of housing opportunities.

### **8.8. Acquisition and Relocation; Uniform Relocation and Real Property Acquisition Act**

If CDBG-DR funds are proposed to pay for any acquisition costs and activities, the Applicant must have an understanding of Uniform Relocation Assistance (URA) protocols and guidelines. Applicants must follow Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III Uniform Real Property Acquisition Policy of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and the HUD implemented instructions at 24 CFR Part 42 and 24 CFR §570.606. The procedures must be followed prior to site acquisition. CDBG-DR Funds cannot be used to pay or reimburse an Applicant for site acquisition activities that do not comply with the requirements of the Uniform Act. In no case will CDBG-DR be used to pay for URA related costs; other sources must be applied to these costs.

### **8.9. Environmental Review**

All CDBG-DR funded projects must comply with the National Environmental Policy Act (NEPA) and related laws and authorities. A complete environmental review in accordance with 24 CFR Part 58 is required prior to any choice-limiting action. A choice-limiting action includes actions to acquire, dispose, rehabilitate, demolish, convert, transfer, remove, lease, or construct properties (including entering into contracts or other written commitments). No choice-limiting action may be taken prior to environmental clearance of the project as established by an executed "Authority to Use Grant Funds." All prohibitions regarding choice-limiting actions will apply, with such actions rendering the Award void.

Projects with USDA RD funding must also comply with the Agencies' 1970 Environmental Review regulation. Depending on the project, results could be categorically excluded without a report, categorically excluded with a report or an Environmental Assessment.

### **8.10. 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

they have already received financial assistance under any other program or from insurance or any other source.

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

The State will require 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 will be 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 property will be evaluated for acceptance in the Program on a case-by-case basis. Any other assistance received that already covers unmet needs identified under this program will be considered when calculating an award.

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

## **9 Deadlines to Submit**

There are three key deadlines for submission:

- **Thursday, September 16, 2021:** Submission of a Preliminary Application. See §3.4, *Preliminary Application Process: Preliminary Applications*.
- **Friday, November 19, 2021:** Submission of a Full Application (by invitation only). See §3.6, *Full Application Process: Full Application*.

Failure to submit the complete documentation for each item listed above by 4:00 CST on the date listed above will result in rejection of the submission and disqualification from further submissions under this NOFA. Failure to submit an LOI by the LOI deadline will render an Applicant ineligible to submit a Preliminary Application. Applicants who would otherwise intend to submit a Preliminary Application by the Preliminary Application Deadline but who cannot meet the LOI deadline should immediately request a waiver of the LOI deadline, with reasoning, prior to the LOI deadline.

The LOI, Preliminary and, if applicable, Full Applications must be addressed as follows:

Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, Louisiana 70808  
Re: 2021 RBBP CDBG-DR Program  
*Must include: Project Names, Sponsor Name and Return Address*

### **9.5 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 (both Preliminary and Full) applications arriving after the applicable deadline, whether via personal delivery, U.S. Mail, FedEx, UPS, or other comparable method of delivery, will not be accepted for any reason.**

## **9.6 Important Dates and Deadlines**

<b>NOFA published and posted to LHC website</b>	Friday, July 30, 2021
<b>Deadline to submit written inquiries regarding the NOFA to the LHC*</b>	Monday, August 9, 2021
<b>Posting by LHC of FAQ in response to written inquiries (Amendment of NOFA—if required)<sup>10</sup></b>	Thursday, August 19, 2021
<b>Preliminary Application deadline*</b>	Friday, October 15, 2021
<b>LHC Selection of Preliminary Applications and Issuance of Invitations to Submit</b>	Friday, November 12, 2021
<b>Full Application Deadline and payment of Market Study Fee*</b>	Friday, December 17, 2021
<b>Deficiency Letters Issued by LHC to Applicants</b>	Wednesday, December 29, 2021
<b>Deficiency letter response deadline by Applicants to LHC*</b>	Wednesday, January 5, 2022
<b>Award Determinations Published Date</b>	Wednesday, January 19, 2022
<b>Closing Deadline Date</b>	Friday, October 21, 2022
<b>Construction Completion Date</b>	Friday July, 28, 2023

\*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.

NOTE: the above schedule provides the following number of calendar days between certain key events in the timeline:

Applicant: Days between NOFA publication and Prelim App submission.....	77
LHC: Days between Prelim App Receipt and Invitation to Apply .....	28
Applicant: Days between Invitation to Apply to Full App submission.....	35
Applicant: Days between NOFA publication and Full App submission.....	140
LHC: Days between receipt of Full Applications and issuance of Awards .....	33
Applicant: Days between Award and Closing .....	275
Applicant: Days between Closing to Construction Completion.....	250
Days between NOFA publication and Construction Completion .....	728

NOTE: LHC reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an amendment to the NOFA.

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<sup>10</sup> Preliminary Application Template and Template Legal Documents to be published by this date.

*See §1.11, Strictly Enforced Schedule.*

## **9.7 Questions and Communication**

**It is the strict policy of the LHC that prospective Applicants refrain from initiating any contact or communication, direct or indirect, with staff of the State, Division of Administration, Office of Community Development, LHC staff or members of the Louisiana Housing Corporation's Board of Directors with regard to the competitive selection of Applicants. 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.

**NOTE: For purposes of the RBBP NOFA, the following enhanced standards will apply to the existing 2022 QAP Requirements enumerated at QAP, Appendix B - Minimum Design Standards (New Construction & Rehabilitation). See below as indicated.**

**CSI Format**

The Construction Specification Index (CSI) is the standard filing system used by all architectural, design, engineering and construction professionals. The CSI format provides a uniform approach to organizing specification text by establishing a structure consisting of 16 divisions (see table of contents). Although the current Index has expanded to 50 divisions, for simplification purposes, we have determined the original 16 base divisions as the Louisiana Housing Corporation (LHC) preferred organization for new construction. The intent of this methodology is not meant to replace any Architect's desired preference for layout of their specifications; however, consideration to minimum set forth should be incorporated into all designs. Divisions XII and XIV have been eliminated.

LHC has simplified the categorization of the CSI format and has eliminated the five digit numbering code, replacing the number with a bullet.

For additional information or questions regarding CSI Format, please contact the Department of Design and Construction Review at (225) 763-8700 Ext. 304.

*If a conflict arises between regulations or standards, the most restrictive will be enforced.*

**Acronyms**

ABA—Architectural Barriers Act  
ACI—American Concrete Institute ADA—  
Americans with Disabilities Act AFUE—  
Annual Fuel Utilization Efficiency AHJ—  
Authority Having Jurisdiction  
ASTM—ASTM International formerly known as (American Society for Testing and Materials)  
CFM—Cubic feet per minute  
CM—Concrete Masonry Units  
CSI—Construction Specification  
Index DWV—Drain, Waste Vent  
GPF—Gallons per Flush  
HSPF—Heating Seasonal Performance Factor  
HVAC—Heating, Ventilation and Air Conditioning IECC—International Energy Conservation Code KCMA—Kitchen Cabinet Manufacturers Association LSUCC—Louisiana State Uniform Construction Code OLM—Office, laundry and maintenance SEER—Seasonal Energy Efficiency Rating SRO—Single Room Occupancy

**Division I: General Requirements**

**Minimum Design Standards**

Minimum Design Standards shall apply to new construction and reconstruction of all multifamily and scattered site developments.

**Note:** LHC's Minimum Design Standards are to be used as a guideline to meet and exceed all local, state, and national codes. These standards also provide a way to enforce above average construction and design for builders, contractors, and design professionals who wish to utilize funding from the Louisiana Housing Corporation. Other methods of construction and design may be acceptable on a case by case basis. **If you feel your design meets or exceeds LHC's Minimum Design Standards, please contact the Department of Design and Construction Review for further assistance.**

Units for Elderly Residents: All units for elderly residents shall be located at the grade level or on an elevator accessible floor.

#### **Codes**

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. It is strongly encouraged that the 2010 ADA/ABA standard be utilized when designing accessible units and public facilities.

#### **Energy Efficiency**

All residential building envelope designs shall exceed the energy efficiency requirements of the LSUCC current applicable International Energy Conservation Code (IECC) and the prescriptive requirements of Energy Star Qualified Homes and the prescriptive requirements of Energy Star Qualified Homes Version 3.

#### **Quality Assurance**

Contractor shall furnish a written material and labor warranty on the units for a period of one full year after occupancy.

#### **Unit Size Requirements**

The following minimum square foot measurements are required for the different type of units. Net square feet are the heated and cooled area of the unit.

- SRO units shall contain at least 150 square feet.
- Efficiency units shall contain at least 500 square feet.
- One-bedroom units shall contain at least 700 square feet.
- Two-bedroom units shall contain at least 900 net square feet.
- Three-bedroom units shall contain at least 1,200 net square feet.
- Four-bedroom units shall contain at least 1,500 net square feet.

Minimum Square Footage and Full Bathrooms Per Unit Type		
Unit Type	Bathrooms	Minimum Square Feet
<b>Efficiency</b>	1	500
<b>1 Bedroom</b>	1	700
<b>2 Bedroom</b>	1	900
<b>3 Bedroom*</b>	2	1200
<b>4 Bedroom*</b>	3	1500

**Waiver of Minimum Square Footage and Full Bathroom Requirements.** The minimum square footage and full bathroom requirements may be waived for an existing project which is being rehabilitated only if a federal program finances the unit and the federal agency administering the program which finances the unit requests a waiver of such limits.

**Reduction of Minimum Square Footage Per Unit.** The minimum square feet per unit may be reduced by ten (10%) for existing units if the local jurisdiction within which the units are located certifies that such units will comply with all applicable zoning and building codes.

**\*All three and four bedroom units must have at least 2 full bathrooms.**

**Division II: Site Work**

Must meet requirements of LSUCC, Authority Having Jurisdiction (AHJ) and accepted engineering practices.

**Entries**

One main entry shall have a concrete, treated wood, or other hard surface exterior stoop, porch or deck, a minimum of 5' x 5'. The main entry shall have a roof or awning over the entry area. The roof shall cover at least a 5' x 5 area.

**Landscaping**

Adequate landscaping is required on all multifamily projects. The developer shall submit a landscape plan as part of the plans and specifications. At a minimum, each building shall include a basic landscaping package.

**Additional RBBP Standard: a min. 5% slope of grade within 10 feet of the building**

**Turf:** All lawn areas shall be seeded with the seed variety, lime, and fertilizer application rate, which is appropriate to establish a good lawn cover. All slopes in excess of 3:1 within 10 feet of the building, driveway and/or walkway shall receive sod or other approved erosion control materials which will enhance the establishment of a permanent ground cover.

**Sodded Areas:** It is preferred that the front yards of each building and common areas are sodded.

**Fencing:** It is preferred that multifamily projects be fenced in such a way to provide security around the site boundaries.

**Parking/Driveways**

All multifamily projects shall have adequate parking (as determined by LHC).

**Parking Lots:** All on-site parking lots and access drives are to be paved and parking spaces are to have bumper stops or curbs. If walkways are used as bumper stops, the walkway shall be 6' wide. It is preferred that family units be provided with a minimum of 1 ½ on-site parking spaces per unit and that units for elderly residents have a minimum of 1 on-site parking space per unit.

**Asphalt:** shall consist of a hot mix asphaltic concrete pavement, such as manufactured by plants. Minimum 4" thick.

**Concrete:** shall conform to the latest revised Standard Specification for Portland cement, ASTM C595. All concrete shall have a minimum 28-day compressive strength of 4000 psi and be entrained with 5%

air with a minimum cement content of 520 lbs. per cubic yard (5.5) sacks. Expansion-joint material shall follow requirements of American Concrete Institute (ACI) 318. Minimum 6" thick.

#### **Soil Treatment-Termite Protection**

Provide proper and complete termite treatment by a licensed exterminator.

**Additional RBBP Standard:** For raised homes, and when repairs reveal framing (wood studs, sheathing), spray apply penetrating borate treatment to the bottom 2 ft. of wood framing to provide a permanent secondary termite defense. In the New Orleans region and other areas with high risk of Formosan termites, consider partial removal of interior wallboard to provide borate spray treatment to bottom 2 ft. of wood framing.

#### **Utilities Services**

Electric: It is preferred that electrical service to new units is underground.

Laundry: all units shall be equipped with washer and dryer hookups (Exception: SRO and Efficiency Units). Laundry facilities located on the second floor and higher shall be equipped with a washer overflow pan piped to carry the overflow to an appropriate location or floor drain.

Phone-Internet: all units must be equipped with networks to provide cable television, telephone and internet access in the living area and each bedroom.

#### **Walkways**

All units shall have a paved walkway from the parking area to the main entrance.

Concrete pads and walks: All entry walks shall be a minimum of 36" wide, 4000 psi, and shall be provided at all units from the entry to parking area. The minimum concrete thickness 3 ½".

### **Division III: Concrete**

#### **Concrete Finishes**

Comply with ACI 302.1R for screening, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces. Provide the following finishes:

1. Float finish for interior steps and ramps and surfaces to receive waterproofing, roofing, or other direct applied material.
2. Troweled finish for floor surfaces and floors to receive floor coverings, paint or other thin film finish coatings.
3. Trowel and fine-broom finish for surfaces to receive thin set tile.
4. Nonslip-broom finishes to exterior concrete platforms, steps and ramps.

### **Division IV: Masonry**

Brick: The siding material of all attached units shall consist of a minimum of 30% brick, stone, or other LHC approved materials. The bricked area calculation of 30% shall not include window and door areas, nor brick below finished grade.

Face Brick: Shall be ASTM C216, Grade MW or SW, type FBS or equivalent.

**Additional RBBP Standard:** Brick should not be painted. Ensure clear drainage of weep holes and ventilation opening at the top of brick veneers.

Concrete Masonry Units (CMU): It is preferred that stucco or split face shall be used for all CMU walls exceeding 3 feet or more exposure.

#### **Division V: Metals**

##### **Metal Ties**

Provide a metal tie-down strap (commonly called hurricane straps) at each bearing location of each roof truss, rafter and ceiling joist. The tie-down strap must attach to the top cord of the truss and the uppermost plate of the wall. All tie-downs shall be installed as required by AHJ.

**Additional RBBP Standard:** When feasible, in high wind zones, add:

- top and bottom plate to stud straps or tall sheathing with uplift nailing pattern into top and bottom plates (may be able to remove top and bottom siding laps to do this, then replace)
- additional anchor bolts with 3 inch washers in bottom plates
- corner hold downs or cable systems at ends of shearwalls

##### **Steel Lintels**

Steel lintels, when specified for openings in masonry walls shall be primed and painted or hot dip galvanized. Preference by the AHJ shall be considered acceptable.

#### **Division VI: Woods and Plastics/Rough Carpentry/Millwork**

##### **Wood Products, General**

Lumber: Provide dressed lumber, S4S, marked with grade stamp of inspection agency. Engineered Wood Products: Acceptable to AHJ and for which current model code research or evaluation reports exist that shows compliance with building code in effect for the Project.

**Additional RBBP Standard:** In potential flood risk areas, use plywood instead of OSB up to potential flood level.

##### **Cabinets and Drawers**

Cabinet fronts shall be made of solid wood (not particleboard); doors, drawers and fronts shall be factory finished. Cabinet ends shall be finished with appropriate veneer. All cabinets shall be Kitchen Cabinet Manufacturers Association (KCMA) approved. Custom-built local cabinet options are acceptable if approved by LHC Design Review Department prior to installation.

**Additional RBBP Standard:** In potential flood risk areas, minimize built in cabinetry in rooms other than kitchen.

##### **Roof Construction**

Minimum Roof Pitch: The minimum slope on all steep slope roofs shall be 4" vertical to 12" horizontal. Porch roofs are an exception. Composite material is preferred for decking. All exterior wood shall have a preservative retention rate of 40%.

**Additional RBBP Standard:** In new construction and rebuild, encourage 18-24" roof overhangs and moderate pitch (4-7:12) to shed water away from walls and foundations. This increases longevity of windows, doors, siding and reduces slab moisture wicking. Also, minimize roof to wall intersections and valleys. Hip roofs preferred for wind aerodynamics in high wind zones, and energy savings statewide.

### **Wood Stairs and Handrails**

Composite material is preferred for stairs and handrails. All exterior wood shall have a preservative retention rate of 40%.

### **Division VII: Thermal and Moisture Protection**

#### **Fascias**

Metal: 0.019" minimum thickness aluminum, factory finish (coil stock).

Composite: Hardi-plank or other durable material as approved by LHC.

**Additional RBBP Standard:** Recommend factory pre-primed on all sides. If not, back prime before installation. Prefer factory pre-painted (lasts longer).

#### **Roof**

Fiberglass Shingles: ASTM D3462, antifungal, 235 lb. seal tab type over minimum 15 lb. felt, with at least a 25-year product warranty.

**Additional RBBP Standard:** Resilience new roof option: Fortified Roof standards (without certification) in hurricane and tornado zones. Suggested method: reinforce decking with ring shank nails every 6 inches in rafters, tape roof decking with high-heat tolerant tape, use synthetic roof underlayment and Class H shingles installed per high wind manufacturer instructions.

**Additional RBBP Standard:** Resilience retrofit option:

- Insert 3 one-inch dabs of roofing cement under each shingle tab of the first course of eave shingles and the three shingle tabs along the rake (gable end).
- Install new drip edges over the underlayment edges, all sides in high wind zones.
- Replace and seal pipe boots.
- Fasten soffit vents to framing every 12 inches with stainless steel screws.

**Additional RBBP Standard:** Attic ventilation system:

- TAS 100(A) wind tested ridge vents preferred in high wind zones.
- Perforated fiber cement soffit panels, fastened to framing, preferred.
- Attic power vents are NOT permissible. Turbine vents and gable vents are discouraged in hurricane zones.

Gutters and Downspouts: shall be appropriately designed with a minimum 5" gutter and a 2" x 3" downspout. All downspouts shall empty onto concrete splash-blocks or be piped to an appropriate location.

### Siding

Composite: Fiber-Cement siding, primed, with two-coat minimum finish.

**Additional RBBP Standard:** Composite sidings with verified moisture and decay resistance

**Additional RBBP Standard:** Recommend factory pre-primed on all sides. If not, back prime before installation. Prefer factory pre-painted (lasts longer). Do not caulk horizontal joints.

**Additional RBBP Standard:** All siding should be installed with a drainage gap between it and the WRB. If there is plywood sheathing and roof overhangs, a drainage house wrap is sufficient (1/16" gap). If sheathing is OSB, and in multistory buildings, 3/8" or greater gap is recommended.

**Additional RBBP Standard:** Any vinyl or aluminum siding limited to products and installations for high wind resistance.

### Wet Walls

Water-Resistant Drywall: Water-resistant gypsum board (commonly called green board) must be used on all walls in the bathroom and within six horizontal feet of wall surfaces where the drywall can be splashed such as kitchen sink, next to water heater and/or washer. Water-resistant gypsum, when used on ceilings must be rated for the span.

**Additional RBBP Standard:** Water resistant wallboard should not have paper facing. It should be paperless gypsum with a moisture resistant core, or cementitious tile backer behind tile and tub surrounds. ("Green board" does not really withstand moisture exposure, so should be discouraged, or banned where water is expected to splash or seep)

## Division VIII: Doors, Windows, and Glazing

### Door Accessories

Exterior hardware:

- a) It is preferred that exterior doors have a doorknocker, security accessories (eyelet and deadbolt), and a kick plate.
- b) All doors shall have a lever key-lock latch.

Interior Hardware: All doors shall be equipped with a lever-bundle. Install locks for bedrooms and bathroom.

### Exterior Doors

Exterior Doors shall be 13/4" thick, made of steel, fiberglass or other equally durable **skin** material, and insulated unless of solid wood (not particleboard) and be appropriately finished as recommended by the manufacturer.

**Additional RBBP Standard:** Prefer insulated steel or fiberglass skin to solid wood. Prefer units with decay resistant bottom jamb and frame components.

### **Interior Doors**

Solid Wood, Composite or hollow core panel doors. Interior doors shall be a minimum of 13/8" thick.

### **Windows**

**Additional RBBP Standard:** As denoted below.

All window frames must be of solid vinyl, thermally broken aluminum, fiberglass, **treated** wood, **composite** or wood clad. All glazing shall be double paned (**insulated**). The vapor seal on the glazing must have a minimum ten-year warranty. All windows shall have a minimum one-year warranty on the operation of the window. All windows shall have a National Fenestration Rating **and meet Energy Star standards (or Energy Star certified label) for the Southern climate zone**. Remember to include an ingress/egress window as required per code at all required locations (5.7 sq. ft.). Sash removal is not an acceptable method to achieve the required opening.

**Additional RBBP Standard:** Where wind borne debris protection is required by code, prefer compliant alternatives to precut plywood/OSB panels, such as preinstalled tracks with removable lightweight panels, impact rated shutters or screens, or impact rated window units.

### **Division IX: Finishes**

#### **Exterior Ceiling**

When using vinyl or aluminum material for porch ceilings, provide a rigid, solid backing such as OSB or plywood.

#### **Exterior Finishes**

Posts and Columns: It is preferred that all posts (at deck level and above), columns, and guardrails be factory made and factory finished.

Handrails: Rail shall be smooth, splinter-free and painted or factory finished to withstand the weather and resist cracking and splintering.

#### **Finished Floor Treatments**

Carpet Padding: 7/16" thick, 6-lb. minimum re-bond polyurethane.

Sheet Carpet: 25 oz. minimum, 100% nylon. Other options include Berber type with blended fiber. In high traffic areas, 30 oz. minimum is preferred.

Sheet Vinyl: Shall be Armstrong or other approved equal. Provide product adhesive and underlayment as recommended by the manufacturer. All surfaces shall be clean, dry, and appropriate temperature during installation. Minimum 10 mil wear layer. Vinyl sheet flooring shall conform to the requirements of ASTM F1303, Type I.

Vinyl Tile: Shall be Armstrong or other approved equal, 1/8" x 12" x 12". Provide product adhesive and underlayment as recommended by the manufacturer. All surfaces shall be clean, dry, and appropriate temperature during installation. Follow manufacturers recommendation for pattern layout.

**Additional RBBP Standard:** Solid vinyl interlocking tiles with no adhesive. (Can be removed after flooding to allow slab to dry, then reinstalled. Also can replace single tiles when damaged.)

**Wood Flooring:** Flooring should be tongue and groove hardwood; factory finished, or have a minimum of three coats of site-applied, UV-protected polyurethane.

**Additional RBBP Standard:** Where there have been flooring failures due to slab moisture or raised floors, use permeable water based polyurethane or other permeable finish.

**Additional RBBP Standard:** As denoted below.

**Other Flooring Products:** Ceramic or porcelain tile, water resistant laminate, and pre-finished engineered wood flooring.

**Additional RBBP Standard:** Removable interlocking vinyl tiles, ceramic or porcelain tile, solid vinyl tiles or inlaid sheet vinyl flooring with no paper or foam backing and water resistant adhesive.

#### **Interior Entries**

Paint: primed once, with two-coat satin, semi-gloss finish on all sides and faces.

Stain: stain or oil on all sides and faces, with three-coat varnish, polyurethane finish. Factory Finished doors are acceptable.

**Additional RBBP Standard:** As denoted below.

#### **Interior Wall Finishes**

Paint: primed once, two-coat flat finish with latex paint ONLY (no oil based paint on walls). Use gloss for trim only; semi-gloss, or satin finish for bathrooms, laundry, and kitchens. NO vinyl wallpaper.

#### **Interior Entries**

At the interior side of the main entry door, there shall be an uncarpeted, finished floor area. This area shall be no less than sixteen (16) square feet.

#### **Interior Doors**

Paint: primed once, with two-coat satin, semi-gloss finish on all sides and faces.

Stain: stain or oil on all sides and faces, with three-coat varnish polyurethane finish. Factory finished doors are acceptable.

#### **Division X: Specialties**

##### **Closet Storage/Accessories**

Closets should contain 12" deep shelf, including a coat rod. Shelves with integrated hanger hooks may also be used.

#### Division XI: Equipment

##### **Bath**

Accessories: All bathrooms shall have:

- a) Medicine cabinet with mirror 16" wide by 20" tall (minimum) or standard mirror
- b) Wall hung toilet paper dispenser
- c) 18" (minimum) towel bar

Bath Tub: Tubs should be 30" minimum width; made of fiberglass, acrylic, porcelain, or cultured marble.

Faucets: Polished chrome plated. Lever handle.

Sink: Sinks shall be 15" minimum diameter; made of fiberglass, acrylic, porcelain, or cultured marble.

Shower: Showers should be 36" x 36" minimum; made of fiberglass, acrylic, ceramic, or, cultured marble.

Toilet: Toilets should be 1.6 GPF or better efficiency.

##### **Protection/Suppression Accessories**

Smoke Alarms: Building code requires the installation of smoke alarms in the following locations:

- 1) In each sleeping room.
- 2) Outside each separate sleeping area in the immediate vicinity of the bedrooms.

When more than one smoke alarm is required to be installed within an individual dwelling unit, the alarm devices shall be interconnected.

##### Carbon Monoxide Alarms:

An approved carbon monoxide alarm shall be installed outside of each separate sleeping area in the area immediate vicinity of the bedrooms in dwelling units within which fuel-fired appliances are installed and in dwelling units that have attached garages.

Fire Extinguishers: Must meet requirements of AHJ and building code:

- 1) Location: Shall be located in conspicuous locations where they will be readily accessible and immediately available for use.
- 2) Type: Stored-Pressure Antifreeze Type: UL-rated 2-A, 2.5-gal nominal capacity or type approved by AHJ.

**Additional RBBP Standard: As denoted below.**

##### **Kitchen**

Countertops: shall be molded roll-backed, laminate plastic or Formica with finished ends and sealed at the cut out for sink. Other appropriate materials may be used such as **cast acrylic** (Corian), **quartz** or

**granite.** Consult the LHC Department of Design and Construction Review if alternate materials are being considered prior to installation.

**Faucets:** Lever handled. The housing of the faucet shall not be plastic.

**Additional RBBP Standard: As denoted below.**

**Range Hoods:** All units shall be equipped with a min. 100 and max. 400 CFM hood exhaust. Continuous exhaust is not permitted. Range hoods shall discharge to the outdoors. Use ducting sized and ducting material per manufacturer recommendation. Preferred: Hoods that extend over front burners and have sone rating of 0.3 or lower (quite) at low setting. Provide a finished cover over exposed ducting.

**Sink:** 6" deep minimum, stainless steel double bowl.

**Laundry**

Shall have an overflow pan or floor drain if laundry is located second level or higher.

**Division XIII: Special Construction**

**Storage areas**

Exterior storage areas are preferred on all units. This storage area should be constructed so it can be used for yard tools, mowers and outside recreational equipment. Any such features must be constructed to AHJ requirements. Ramps

**Note:** When including an accessible ramp comply with the following in addition to the LSUCC: all ramps shall be minimum 36" wide with a 5' turning areas at each landing, and a minimum load capacity of 1500 lbs.

**Composite:** PVC or other with non-skid surface.

**Concrete:** with non-skid surface.

**Metal:** galvanized steel, or aluminum with non-skid surface.

**Wood:** shall meet the requirements of LSUCC.

**Playgrounds**

It is preferred that playgrounds be included in the overall design of the project. When office, laundry and maintenance (OLM) buildings are provided it is preferred that an approved fenced-in playground be provided adjacent to OLM Building. The area immediately in and around the playground shall be mulched with 6" of the appropriate material such as cypress mulch, pine-bark mulch, pine needle mulch or sand.

**OLM Building**

On projects of 30 or more units it is preferred that the developer include an OLM building.

**Project Amenities**

All properties other than SRO Projects must include HVAC systems, refrigerators, stoves and on-site laundry (1 washer and 1 dryer per every 10 units). If washers and dryers are installed and maintained in every unit at NO additional cost to tenants, an on-site laundry is not required. The requirement of an on-site laundry shall not apply to rehabilitation projects with 12 or fewer units.

#### **Roof Offsets**

It is preferred that projects of four or more attached units be designed in such a way as to vary the roof line with offsets, gable porch roofs, etc.

#### **Defensible Space**

LHC prefers housing developments that provide residents with a sense of ownership and control of physical areas by incorporating items such as unit-specific entryways and lawn areas that are clearly associated with individual units. If this cannot be accomplished, LHC prefers to keep the total number of residents sharing these spaces as low as is practical.

### **Division XV: Mechanical**

#### **Heating Ventilating and Air Conditioning Equipment**

All units shall be heated and cooled using high-efficiency equipment. HVAC systems shall have a minimum SEER (Seasonal Energy Efficiency Rating) rating of 15 with a minimum HSPF (Heating Seasonal Performance Factor) rating of 8.2. Fuel oil and gas fired furnaces and boilers shall have an AFUE efficiency of 80% or greater. Alternative HVAC systems may be approved by LHC.

**Additional RBBP Standard:** New units must be sized, selected and installed in accordance with ACCA Manual J and S (H for heat pumps). New ducts must be designed in accordance with Manual D.  
**Note:** If selecting higher SEER A/C units, ensure sufficient latent capacity for humidity control or provide supplemental dehumidification.

#### **Plumbing Accessories**

Washers and hot water heaters located on the second floor or higher shall have overflow pan piped into DWV, positive drain outside, or floor drain.

### **Division XVI: Electrical**

**Additional RBBP Standard:** As denoted below.

#### **Exterior Luminaries**

Exterior luminaries shall be located at all entrances and common areas. All onsite parking areas shall be lighted. The electrical supply for all common areas, stairways, walkways and parking areas shall not come from the individual unit. Motion sensor lights are encouraged.

#### **Interior Luminaries**

Each room, hall, stair, and walk in closet shall have a minimum of one switch operated overhead light. Kitchens shall include switch-operated lighting over the cooking area, the sink area and the general or dining area. Bathrooms shall be equipped with switch-operated lighting over the lavatory area and the general area.

Additional RBBP Standard LED bulbs and fixtures preferred. Any recessed light fixtures in ceilings below unconditioned space must be ICAT rated and sealed to interior drywall.

### **UNIVERSAL DESIGN: The Definition**

Universal design is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. Although aspects of Universal Design are encouraged for rehabilitation projects, threshold requirements are currently only applicable to new construction projects.

The intent of the universal concept is simple life for everyone by making more housing usable by more people at little or no extra cost. Universal design is an approach to design that incorporates products as well as building features and elements which, to the greatest extent possible, can be used by everyone. While accessible or adaptable design requirements are specified by codes or standards for only some buildings and are aimed at benefiting only some people (those with mobility limitations), the universal design concept targets all people of all ages, sizes, and abilities and is applied to all buildings.

What is a universal design feature? Any component of a house that can be used by everyone regardless of their level of ability or disability. Universal features are generally standard building products or features that have been placed differently, selected carefully, or omitted. For example, standard electrical receptacles can be placed higher than usual above the floor, standard but wider doors can be selected, and steps at entrances can be eliminated to make housing more universally usable.

### **UNIVERSAL DESIGN Features in Housing**

The following list of characteristics are elements, features, ideas, or concepts that contribute to or can be components of universal housing. This list is intended as a guide. The features described are those we might look for in universal housing but not all are expected to be included in any given home.

Some are finite recommendations, some are lists of options, and some are scope statements identifying how many particular features must or should be included. Obviously, the more universal design characteristics or features included, the more usable the house.

A key component of universal design is the market appeal it adds to the home because the universal features are integrated into the overall design. Done well, universal design becomes a virtually invisible element.

**An acceptable alternative to these mandatory requirements- housing that is designed and constructed to meet the standards of HUD's Fair Housing Act Design Manual (Townhome construction to avoid these requirements is not allowed).**

<https://www.huduser.gov/portal//Publications/PDF/FAIRHOUSING/fairfull.pdf>

**ANYTHING INDICATED BY \* IS MANDATORY.**

### **ENTRANCES**

#### **Stepless Entrances**

- It is best to make all home entrances stepless.

- More than one stepless entrance is preferred.
- \* At least one stepless entrance is essential; if only one, not through a garage or from a patio or raised deck.

#### **Site Design Methods for Integrated Stepless Entrances**

- Level bridges to uphill point.
- Driveway and garage elevated to floor level so vehicles do the climbing.
- Earth berm and bridge with sloping walk.
- Site grading and earth work (with foundation waterproofing) and sloping walks at 1:20 maximum slope.
- Avoid ramps. If ramps are used, integrate into the design.

#### **Other Entrance Features**

- \* One-half inch maximum rise at entrance thresholds.
- \* At least one 36" entrance door.
- \* Minimum 5' x 5' level clear space inside and outside entry door. (Can be smaller if automatic power door is provided.)
- \* Keyless entry at main entrance
- Power door operators whenever possible.
- Weather protection such as a porch, stoop with roof, awning, long roof overhang, and/or carport.
- Built-in shelf, bench or table with knee space below located outside the door.
- Full length sidelights, windows in doors, and/or windows nearby.
- Wide-angle viewers and TV monitors.
- \* Lighted doorbell at a reachable height.
- \* Light outside entry door and motion detector controlled lights.
- \* House number should be large, high contrast, located in a prominent place.

#### **INTERIOR CIRCULATION**

- An open plan design.
- \* At least one bedroom and accessible bathroom should be located on an accessible ground floor entry level (same level as kitchen, living room, etc.).
- \* Clear door opening width (32" nominal minimum, 34" – 36" wide doors), for all doorways.
- \* Flush thresholds at all doorways (1/2" max).
- \* Clear floor space (18" minimum).
- \* Circulation route 42" minimum width.
- \* Turning space in all rooms (5' diameter).

#### **Vertical Circulation**

- All stairs should be appropriate width and have space at the bottom for later installation of a platform lift, if needed.
  - If a two-story dwelling:
    - At least one set of stacked closets, pantries, or storage spaces with knock-out floor
- OR
- A residential elevator with minimum 3' x 4' clear floor area installed at the time of initial construction.
- \* Stair handrails to extend horizontally beyond top and bottom risers.

#### **BATHROOMS**

When more than one bathroom is provided, all should meet the following criteria, including bathrooms on the second floor.

- \* At least one bathroom must have one of the following accessible bathing fixtures:
  - Minimum 5' x 3' (4' preferred), curbless shower

OR

- Tub with integral seat, waterproof floor, and a floor drain.
- Other bathrooms in the same house may have a tub with an integral seat or a 3' x 3' transfer shower with "L" shaped folding seat and ½" maximum lip (curb) in lieu of fixtures described above. When possible, arrange at least one shower control for right-hand use and one for left-hand use.
- \* Adequate maneuvering space: 60" diameter turning space in the room and 30" x 48" clear floor spaces at each fixture. Spaces may overlap.
- \* Clear space (3') in front and to one side of toilet.
- \* Toilet centered 16" – 19" from any side wall, cabinet, or tub.
- \* Broad blocking in walls around toilet, tub, and shower for future replacement and relocation of grab bars.
- Grab bars should not be stainless steel or chrome. Use colors to match décor.
- \* Lavatory counter height 34" maximum above finished floor.
- \* Knee space under lavatory (27" minimum). May be open knee space or achieved by means of removable vanity or fold-back or self-storing doors. Pipe protection panels must be provided to prevent contact with hot or sharp surfaces.
- Countertop lavatories preferred with bowl mounted as close to front edge as possible.
- Wall hung lavatories acceptable with appropriate pipe protection.
- Pedestal lavatories are not acceptable.
- \* Long mirrors should be placed with bottom no more than 40" above finished floor and top at least 74" high.
- Full-length mirrors are good choices.

#### **Fixture Controls**

- Offset controls in tub/shower with adjacent clear floor space.
- \* Single-lever water controls at all plumbing fixtures and faucets.
- Pressure balanced anti-scald valves at tubs and showers.
- \* Adjustable height, movable hand-held shower head or 60" – 72" flexible hose allows easy use by people of all heights.
- Hand-held shower heads in all tubs and showers, in addition to fixed heads, if provided. Single-lever diverter valves if needed.
- Mixer valve with pressure balancing and hot water limiter.

#### **KITCHENS**

- \* Space between face of cabinets and walls should be 48" minimum.

\* Additional RBBP Standard Microwave oven is not located above the cooktop; counter height is best.

- Clear knee space (minimum 27" high) under sink (must have pipe protection), counters, and cook tops.

May be open knee space or achieved by means of removable base cabinets or fold-back or self-storing doors.

- Variable height (28" – 42") work surfaces such as countertops, sinks, and or cooktops. May be mechanically adjustable in 2" increments or be electrically powered, through a continuous range.
- Contrasting color border treatment on countertops.
- \* Stretches of continuous countertops particularly between refrigerator, sink, and stove top.
- Adjustable height shelves in wall cabinets.
- Full-extension, pull-out drawers, shelves, and racks in base cabinets.
- \* Full height pantry storage with easy access pull-out and/or adjustable height shelves.
- \* Front-mounted controls on all appliances.
- Cooktop or range with staggered burners and front or side-mounted controls.
- Glare-free task lighting to illuminate work areas without too much reflectivity.
- Side-by-side refrigerator with pull out shelving **or bottom freezer, French door refrigerator.**

OR

- Under counter or drawer type refrigerators installed on raised platforms.
  - Built-in oven with knee space beside, set for one pull-out oven rack at the same height as adjacent countertop.
  - Drop-in range with knee space beside, top set at 34" above finished floor.
  - Dishwasher raised on a platform or drawer unit, so top rack is level with adjacent countertop.
- \* Single-lever water controls at all plumbing fixtures and faucets.

### **LAUNDRY AREAS**

- \* Front-loading washers and dryers, with front controls, raised on platforms.
- Laundry sink and countertop surface no more than 34" above finished floor with knee space below.
- \* Clear floor space 36" wide across full width in front of washer and dryer and extending at least 18" beyond right and left sides. (Extended space can be part of knee space under counter tops, sink, etc.)

### **STORAGE**

- \* 50% of all storage should be less than 54" high.
- Adjustable height closet rods and shelves.
- Power operated clothing carousels.
- Motorized cabinets that raise and lower.

### **GARAGES AND CARPORTS**

- Power operated overhead doors.
- 8' minimum door height or alternate on-site parking for tall vehicles.
- Extra length and width around cars.
- Sloping garage floor (with through-the-wall vents at bottom of slope to release fumes) in lieu of stepped entrance with ramp from garage to house interior.
- Avoid ramps in garages.

### **DECKS (If Installed)**

- \* Build deck at same level as house floor. 2% maximum slope away from home allowed for positive drainage.
- Keep deck clear of the house and use slatted decking for positive drainage.

### **HARDWARE**

- \* Lever door handles throughout.
- Push plates.
- \* Loop handle pulls on drawers and cabinet doors—no knobs.
- Touch latches.
- Magnetic latches in lieu of mechanical locks.

#### **HOME AUTOMATION**

- \* Motion detector light switches in garages, utility spaces, and entrances.
- Remote controls for selected lights.
- \* Remote controls for heating and cooling.
- Doorbell intercoms that connect to portable telephones.
- \* Audible and visual alarms for doorbell, smoke detectors, etc.

#### **LIGHT AND COLOR**

- Color contrast between floor surfaces and trim. Avoid glossy surfaces.
- Color contrast difference between stair treads and risers.
- \* Emphasize lighting at stairs, entrances, and task lighting.
- Ambient, focused, and variable lighting.
- Contrast between countertops and front edges or cabinet faces.

#### **Switches and Controls**

- \* Light switches 44" – 48" high, and thermostats 48" maximum height.
- \* Outlets and communication elements 15" minimum above finished floor.
- Easy-touch rocker or hands free switches. (See Home Automation.)
- Electrical outlets at beds and desks, four-plex boxes each side for computer and electronic equipment as well as personal use equipment.
- \* Electrical panel with top no more than 54" above floor located with a minimum 30" 48" clear floor space in front.

#### **WINDOWS**

- Windows for viewing, 36" maximum sill height.
- Use casement, awning, hopper, or jalousie style windows.
- Use crank operated style and power operators whenever possible.

#### **SLIDING DOORS**

- Exterior sliding doors: drop frame and threshold into subfloor to reduce height of track, or ramp the finished floor to top of track.
- Interior pocket doors: when full open door should extend 2" minimum outside doorjamb and be equipped with open-loop handles for easy gripping.
- Bypassing closet doors: each panel should create an opening at least 32" clear.

#### **DEFENSIBLE**

##### **SPACE SECURITY**

Page 1 of HUD's Manual of Acceptable Practices cites two references for site design to achieve security: *Architectural Design for Crime Prevention* (U.S. Government Printing Office) and *Defensible Space* (Macmillan). Since security has become an increasingly important issue for public housing and for the communities that surround them, security should be given very serious consideration in the development of these site plans. The parameters to be used are as follows: The front yards, the fronts of buildings, and the main entries to units shall face existing streets or new driveways so as to facilitate

normal patrolling by police cars and police response to residents' request for assistance. This will also enable residents across the street, whose units also face the street, to survey their neighbors' front doors.

#### **PARKING**

All parking areas are to be positioned a minimum distance of 10 feet from any building and should be positioned to facilitate surveillance from the units. Parking may be placed between the side walls of townhouse groupings as long as the nearest automobile space is not closer to the street than the front line of the building. Concrete wheel stops at curbs are to be provided at every parking space.

#### **WALKS**

Walks shall be provided for safe convenient direct access to each unit and for safe pedestrian circulation throughout a development between facilities and locations where major need for pedestrian access can be anticipated. Walks shall be located so that they are easily surveyed from the interior of units.

#### **LIGHTING**

Lighting is to be provided for the entire developed site with concentrations at walks, ramps, parking lots, and entrances to units. The intensity shall be 0.5 foot candles minimum for parking lots and walkways; and 4.0 foot candles for townhouse entrances, ramps, and steps. Parking lighting poles shall have a minimum height of 25'0" and pedestrian walk lighting poles a height of 12'0" to 15'0".

#### **PLANTING**

Planting should not be placed so as to screen the doors and windows of dwelling units from the street or from walks leading from the street to dwelling unit entries.

Plant material should be selected and arranged to permit full safe sight distance between approaching vehicles at street intersections. Additional attention is required where driveways enter streets, at crosswalks and especially in areas of concentrated mixed pedestrian and vehicular movement. Planting that hides the pedestrian from the motorist until he steps out on the street should be avoided.