



BOARD OF DIRECTORS

Agenda Item 6

Village de Jardin Discussion

Todd Folsie, Construction Monitoring

August 8, 2012

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LOUISIANA HOUSING FINANCE AGENCY

“The American Dream. Louisiana’s Dream. Our Dream For You”

Memorandum

From: Roger Tijerino
To: Don Hutchinson, Barry Brooks
Date: 04/24/2012
Subject: Village de Jardin – Project Summary

The apartment complex formerly known as *Gaslight* and now named *Village-de-Jardin*, has been rebuilt by the Louisiana Housing Finance Agency (LHFA) as an “independent living,” new housing-complex for residents who are 55 years or older. Located in eastern New Orleans and acquired by the LHFA from HUD for \$1.00, the apartments suffered extensive damage during Hurricane Katrina. Subsequently, FEMA provided funds to completely rebuild the property. The reconstruction adhered to the typical manner by which state projects are constructed, in that the procurement and construction processes have been administered by the Agency that oversees state construction projects, Louisiana Facility Planning & Control.

Soon after FEMA declared that *Gaslight* qualified for reconstruction funds, local residents and representatives requested that the new facility become a place for older residents. After an appeal process, HUD amended the original Deed, stipulating that the facility could become a place for residents 55 years of age or older. With the deed amendment in place, Facility Planning & Control selected a design team. An initial public announcement about the project and a ground-breaking ceremony were held. The project is now 98% complete, and the first resident moved in on April 11, 2012.

A Chronological TimeLine of major milestones shows that:

- **September 1995:** *Gaslight* is acquired by LHFA from HUD for \$1.00, pursuant to several “deed restrictions” (Exhibit A)
- **August 2005:** *Gaslight* is severely damaged by Hurricane Katrina
- **March 2007:** An RFQ for architectural services is advertised by Louisiana Facility Planning & Control (Exhibit B)
- **April 2008:** HUD executes a Deed Amendment, stipulating that the facility could become a place for residents 55 years of age or older (Exhibit C)
- **August 2008:** A public announcement about the project is held at the site (Exhibit D)
- **January 2009:** Focus groups are held to receive local input (Exhibit E)
- **August 2009:** A Request for Construction-Bids is advertised by Louisiana Facility Planning & Control (Exhibit F)
- **October 2009:** A Notice-to-Proceed is issued by Louisiana Facility Planning & Control to the lowest bidder, Walton Construction (Exhibit G).
- **November 2009:** A ground-breaking ceremony is held at the site (Exhibit H)
- **May 2011:** An RFP for a Property Manager is advertised by LHFA (Exhibit J)
- **April 2012:** First resident moves into the property

EXHIBIT A

Village de Jardin
(Gaslight Square Apartments)

The Louisiana Housing Finance Agency (LHFA) acquired Gaslight Square Apartments (Gaslight) from the United States Department of Housing and Urban Development (HUD) via an Act of Sale dated September 29, 1995. Gaslight was one of five (5) properties acquired through the HUD Disposition Program. Pursuant to HUD’s Multifamily Property Disposition procedures, the acquisition was a “negotiated sale to a public agency” at a price of \$1 per project, subject to requirements that LHFA renovate and upgrade the properties and maintain a portion of the units for rental as affordable housing to low and moderate-income families.

The Act of Sale between LHFA and HUD allowed the Agency to either (i) maintain ownership of the properties for its own account, or (ii) re-convey title to another entity, other than a for-profit, subject to a public solicitation process approved by HUD. Any gain on transfer of the property is to be paid to HUD according to a sliding scale as outlined below. All covenants of the contract are binding for a period of 30 years from the date of the act of sale.

Sliding Scale

	Percentage of Proceeds Assigned to HUD
Within 1 year to 15 years	100%
Within 15 years to 20 years	75%
Within 20 years to 30 years	50%
Over 30 years from the date of the deed	25%

Due to flooding and wind-damage suffered at Gaslight during Katrina, a determination was made by the LHFA, the Office of Facility Planning and Control (OFPC), and the Federal Emergency Management Agency that the complex was a total loss and that repair funds should be used for new construction. The OFPC as construction manager for the property deployed a Request for Qualifications to select a design firm for the project. The design firm of Holly/Smith Architects was selected. In addition, asbestos abatement and demolition contractors were procured, and a contract for construction was awarded by OFPC to Walton Construction Company, LLC in October 2009 through a public bid process.

As OFPC worked to procure contractors to complete the new construction of Gaslight, the LHFA petitioned HUD to have the property re-designated as a senior housing community. An amendment to the Cash Sale Deed was executed in May 2008 designating Gaslight as a senior housing community for residents 55 or older. The amendment stipulates that Gaslight shall be maintained as rental housing until September 29, 2025. Vacant units may be rented to other eligible households if the property has more than 80 percent of the rental units occupied by eligible elderly households age 55 or older and no near elderly households are available to fill the vacant units. The amendment also states that seventy-five (75) units shall be maintained as housing for low and moderate-income families, elderly including near-elderly households age 55 or older, or handicapped individuals with annual adjusted gross incomes at or below eighty (80) percent of the medium income for the area.

ACT OF SALE

BY: SECRETARY OF HOUSING AND URBAN DEVELOPMENT	§	UNITED STATES OF AMERICA
	§	
	§	STATE OF LOUISIANA
	§	
FROM: LOUISIANA HOUSING FINANCE AGENCY	§	PARISH OF ORLEANS

BE IT KNOWN, that this 29th day of September, 1995 before me, a Notary Public, duly commissioned and qualified, in and for the State of Texas, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

The United States Secretary of Housing and Urban Development, represented herein by Albert J. Cason, Director, Multifamily Housing Houston HUD Office, hereinafter "Vendor"

who after being duly sworn by me, Notary, did declare that Vendor does by these presents, grant, bargain, sell, convey, transfer, assign, set over and deliver, without legal warranties except as against the acts of the United States Secretary of Housing and Urban Development unto:

LOUISIANA HOUSING FINANCE AGENCY, successors and assigns, hereinafter, "Vendee",

all of Vendor's right, title and interest, which Vendor has or may have in and to the following described property, to-wit:

Gaslight Square Apartments
064-35124

SEE EXHIBIT "A: ATTACHED HERETO AND MADE A PART THEREOF:

The consideration for this sale is the price and sum of One and no/100 Dollar (\$1.00) which said Vendee has paid in cash in hand, in current money to the said Vendor who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefore.

The Vendor states that the property herein conveyed has not been previously alienated nor encumbered by it. Vendor makes no representations or warranties concerning the physical condition of the property.

The sale is made and accepted subject to any and all valid restrictions, servitudes, and conditions contained in the chain of title. All state and city taxes for three (3) years preceding January 1, 1995, are satisfied and that Vendee will assume responsibility for any taxes accruing after January 1, 1995.

The covenants set forth in this Deed shall run with the land hereby conveyed and, to the fullest extent permitted by law and equity, shall be binding for the benefit and in favor of and enforceable by the Vendor and his successors in office.

ENFORCEMENT

The Vendor shall be entitled to (a) institute legal action to enforce performance and observance of these covenants, (b) enjoin acts which are violative of these covenants, and (c) exercise any other legal or equitable right or remedy with respect to these covenants.

Vendee shall be subrogated to all rights that Vendor might have as it relates to prior owners of the property conveyed herein.

In addition, the covenants, if any, set forth in this Deed relating to Section 8 assistance shall be enforceable by any tenant or applicant eligible for assistance under the Section 8 program.

NONDISCRIMINATION AGAINST SECTION 8 CERTIFICATE HOLDERS AND VOUCHER HOLDERS

In order to comply with Section 204 of the Housing and Community Development Amendments of 1978, 12 USC Section 1701z-12, as amended the Vendee, for itself, its successors and assigns, agrees not to unreasonably refuse to lease a dwelling unit offered for rent, refuse to offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or Grantee is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC Section 1437f), or any successor legislation (hereinafter referred to as "Section 8"). This provision is limited in its application for tenants or applicants with Section 8 Certificates or Vouchers, to those units which rent for an amount not greater than 120 percent of the Section 8 fair market rent for a comparable unit in the area as determined by the Vendor.

This covenant shall bind the Vendee, its successors, assigns, and purchasers for value, for a period equal to the rental/cooperative use restriction, which is thirty (30) years from the date of this Act of Sale. In the event of a breach or a threatened breach of this covenant, the Vendor, his successors in office and/or one or more third-party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of such covenant and to enjoin any acts which are violative of such covenant. For the purposes of this covenant, a third-party beneficiary shall be any person who holds a Certificate of Family Participation or a Voucher under Section 8 or any equivalent document under successor legislation.

TWO-YEAR RENT PROTECTION FOR PRE-EXISTING VERY LOW-INCOME TENANTS

To ensure compliance with Section 203(g) of the Multifamily Housing Property Disposition Reform Act of 1994 (the "Act"), the Vendee agrees that, for any very low-income family (as defined in 24 CFR 813) who is a pre-existing tenant of an unassisted project as defined in the Act and which would be required to pay rent in an amount in excess of 30 percent of its adjusted income (as defined in Section 3(b) of the United States Housing Act of 1937), for a period of 2 years beginning upon the date of acquisition of the project by the Vendee:

- (1) the rent payable by any very low-income family which, on that date, is paying over 30% of its adjusted annual income for rent shall not exceed the amount being charged on that date; and,
- (2) the rent payable by any very low-income family which is paying 30% or less of its adjusted annual income for rent, shall not be subject to any rent increase which would require the family to pay more than 30% of its adjusted annual income.

For all tenants covered by these provisions, the Vendee must include in the leases the terms and conditions of the two year rent protection including a provision for an initial tenant income certification and not more than one tenant income certification a year, except upon reduction of tenant income or upon tenant request.

EQUITY PARTICIPATION

- (1) If the Vendee, or any of its successors, assigns or Vendees for value sells, assigns, transfers or conveys the Property (collectively, a "Sale"), the Sale proceeds, less any expenses incurred by the Vendee, as approved by Vendor, consisting of (1) reasonable transaction costs, (2) purchase price paid by the Vendee for the Property, (3) amounts previously paid by the Vendee to the Vendor under paragraph (2) of this Rider since the sale of the Property other than routine maintenance other costs incurred but not yet paid by Vendee related to renovation and rehabilitation other than routine maintenance and repairs, and which are not funded by grant funds provided by the Vendor, shall be assigned to the Vendor in the following amounts:
 - (a) between the date of the Deed and fifteen years from the date of the Deed, one hundred (100) percent;
 - (b) between fifteen years, one day and twenty years from the date of the Deed, seventy-five (75) percent;
 - (c) between twenty years, one day and thirty years from the date of the Deed, fifty (50) percent; and
 - (d) over thirty years from the date of the Deed, twenty-five (25) percent.
- (2) If the Vendee, its successors, assigns or Vendees for value, refinances without approval in writing from Vendor, including without limitation the placement of any indebtedness secured by the Property ("Refinancing"), the proceeds from the refinancing, less any expenses incurred by the Vendee consisting of (1) reasonable transaction costs, (2) any mortgage debt paid off in connection with the refinancing, (3) costs paid by Vendee, as approved by Vendor, related to renovation and rehabilitation other than routine maintenance and repairs, or (4) amounts previously paid by Vendee to Vendor under this paragraph (2), shall be paid to the Vendor in the manner provided in Section (1)(a) - (d), above.
- (3) The Vendee shall keep or cause to be kept, accurate records of account of any Sale or Refinancing and of the cost of renovation and rehabilitation. The Vendor, during Vendee's normal working hours, shall have the right to enter and have free access to inspect all books and records of the Vendee. Upon the written request of the Vendor, the Vendee shall retain an independent certified public accountant who shall prepare an accounting of any Sale, Refinancing, or cost of renovation or rehabilitation.

LEAD-BASED PAINT HAZARDS

- (1) In order to comply with 42 USC §§4821-4886 and the regulations thereunder, 24 CFR Part 35, Subpart E and §200.825 (the "Regulations"), Vendee covenants that any lead-based paint hazards will be abated in accordance with the Regulations. Vendee shall certify to Vendor (in a form acceptable to Vendor) and Vendor shall determine, through its inspection (or at its discretion, the inspection and certification of a local government official) that all lead based-paint hazards have been removed from the Property in accordance with the Regulations.
- (2) Vendee understands and agrees that Vendor's inspection and finding of satisfactory performance is not intended to and does not constitute a guarantee that all lead based-paint and all potential lead-based paint hazards have been eliminated from the Property and does not relieve Vendee of its ongoing responsibility for complying with all applicable State and local lead based-paint laws and regulations.

- (3) Vendee agrees to hold Vendor harmless from any liability arising by reason of Vendee's failure to perform Vendee's obligations under this Deed with respect to the elimination of lead based-paint health hazards, the prohibition against the use of lead based-paint, and Vendee's responsibility for complying with applicable State and local lead based-paint laws and regulations.
- (4) If temporary or permanent relocation is necessary because of such abatement, Vendee covenants that it will comply with paragraphs 5 through 8, below. Additionally, the Vendee covenants that it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Act"), as amended, 42 USC §4601, and the regulations thereunder, 49 CFR Part 24, when Project-based Section 8 assistance is provided by the Vendor. The Vendee is responsible for ensuring compliance with the Act and regulations thereunder, notwithstanding any contractual obligations with third parties to comply with the Act and regulations. Vendee covenants that it will provide advance written notice of the expected displacement. The notice shall be provided as soon as feasible, describe the assistance and the procedures for obtaining the assistance, and contain the name, address and phone number of an official responsible for providing the assistance.
- (5) If temporary relocation is necessary because of such abatement, Vendee covenants that it will provide assistance to tenants in locating a decent, safe and sanitary dwelling/housing unit which, to the extent feasible, shall be in a location not generally less desirable than the Property, and reimburse tenants for:
 - (a) Expenses of moving and any net increase in monthly housing cost (rent and reasonable utility costs) during the temporary displacement period.
 - (b) Expenses of returning to a repaired unit on the Property.
- (6) If permanent relocation is necessary because of such abatement, Vendee covenants that it will provide assistance, as described below, to tenants, as may be appropriate:
 - (a) Advisory services, necessary to locate decent, safe and sanitary and affordable replacement housing which, to the extent feasible, shall be in a location not generally less desirable than the Property.
 - (b) Reimbursement for reasonable moving expenses, which need not exceed an amount determined by Vendor to be reasonable considering the size of the household size and the circumstances surrounding the move.
- (7) The Vendee covenants not to increase the rent for any units, from the rent Vendor is requiring a tenant to pay on the Closing date, until such unit meets all the abatement requirements set forth in (1), above. (In addition, rent for units to be covered by a Housing Assistance Payments Contract may be increased only pursuant to and following execution of such Contract.)
- (8) If Vendee fails to comply with (1), above, and no extension by written agreement has been granted by Vendor, Vendor and his successors in office shall be entitled to enter and terminate the estate hereby conveyed. This right and remedy may be exercised separately or in combination with the rights and remedies set forth in the Enforcement provision of this Contract.

RENTAL OR COOPERATIVE USE

Use Restriction

- (1) The Vendee covenants that the Property will be maintained as rental or cooperative housing for a period of thirty (30) years after the date of this Deed or such earlier time as the Vendor may specify in writing (the "Restricted Period").
- (2) During the Restricted Period, the Vendee may not market dwelling units for any purpose other than rental or cooperative housing without the Vendor's prior written approval.
- (3) Any change in the use or number of commercial units in the Property, from the use or number indicated as of the date of the Contract of Sale must receive prior written approval of the Vendor.

REHABILITATION AND RELOCATION

Rehabilitation and Relocation Restriction

The Vendee covenants that it will comply with paragraphs 2 through 5, below. Additionally, the Vendee covenants it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC §4601, and the regulations thereunder, 49 CFR Part 24, when Project-based Section 8 assistance is provided by the Vendor. The Vendee is responsible for ensuring compliance with the Act and regulations, notwithstanding any contractual obligations with third parties to comply with the Act and regulations.

- (1) The Vendee covenants that the Property will be rehabilitated within twelve (12) months from the date of this Deed, with extensions approved by Vendor, in accordance with all applicable State and local laws, codes, ordinances and regulations, and for units receiving project-based Section 8, Section 8 Housing Quality Standards pursuant to 24 CFR Part 886, Subpart C, in addition to requirements set forth in any Post-Closing Repair Requirements sheet, Form HUD 9552 and its exhibits.
- (2) If temporary or permanent relocation is necessary because of such rehabilitation, Vendee covenants that it will provide advance written notice of the expected displacement. The notice shall be provided as soon as feasible, describe the assistance and the procedures for obtaining the assistance, and contain the name, address and phone number of an official responsible for providing the assistance.
- (3) If temporary relocation is necessary because of such rehabilitation, Vendee covenants that it will provide assistance to tenants in locating a decent, safe and sanitary dwelling/housing unit which, to the extent feasible, shall be in a location not generally less desirable than the Property, and reimburse tenants for:
 - (a) Expenses of moving and any net increase in monthly housing cost (rent and reasonable utility costs) during the temporary displacement period.
 - (b) Expenses of returning to a repaired unit on the Property.

- (4) If permanent relocation is necessary because of such rehabilitation, Vendee covenants that it will provide assistance, as described below, to tenants, as may be appropriate:
- (a) Advisory services, necessary to locate decent, safe and sanitary and affordable replacement housing which, to the extent feasible, shall be in a location not generally less desirable than the Property.
 - (b) Reimbursement for reasonable moving expenses, which need not exceed an amount determined by Vendor to be reasonable considering the size of the household size and the circumstances surrounding the move.
- (5) The Vendee covenants not to increase the rent for any unit, from the rent Vendor is requiring a tenant to pay on the Closing date, until such unit meets all the rehabilitation requirements set forth in (1), above. (In addition, rent for units to be covered by a Housing Assistance Payments Contract may be increased only pursuant to and following execution of such Contract.)
- (6) If Vendee fails to comply with (1), above, and no extension by written agreement has been granted by Vendor, Vendor and his successors in office shall be entitled to exercise any available remedies including the right to enter and terminate the estate hereby conveyed. This right and remedy may be exercised separately or in combination with the rights and remedies set forth in the Enforcement rider to this Contract.

CONVEYANCE TO A NON-PUBLIC ENTITY

In order to assure compliance with Section 203(e)(4) of the Housing and Community Development Amendments of 1978, as amended, 12 USC §1701z-11(e)(4), the Purchaser covenants that the Property shall not be conveyed to a non-public entity except through a public solicitation process approved in writing by HUD.

ASBESTOS CONTAINING MATERIALS (ACMs)

1. In order to assure compliance with Environmental Protection Agency (EPA), State, and the Office of Safety and Health Administration (OSHA) regulations, the Purchaser is responsible for providing:
 - a. Written notification to the maintenance staff that any disturbance of known ACMs intentionally or incidental to there must be done in strict accordance with EPA, State and OSHA regulations in effect at the time of that disturbance and only with properly certified staff; and
 - b. Continued training of existing maintenance staff and new staff to maintain and/or obtain State and/or EPA certification.
2. The Purchaser understands and agrees that it must comply with applicable EPA, State and OSHA laws and regulations concerning ACMs.
3. The fullest extent permitted by law and equity, these requirements shall be binding for the benefit and in favor of and be enforceable by HUD and by their successors in office. HUD shall be entitled to (a) institute legal action to enforce performance and observance of these covenants, (b) enjoin acts which are violative of these requirements, and (c) exercise any other legal or equitable right or remedy with respect to the covenants. These rights and remedies may be exercised separately or in combination.

OCCUPANCY BY LOW-AND MODERATE-INCOME PERSONS OR FAMILIES

1. The Purchaser covenants that seventy-five (75) units in the Property shall be maintained as housing for low- and moderate-income persons or families, which shall be defined as follows:
Families, elderly, or handicapped individuals with adjusted annual gross income at or below eight (80) percent of the median income for the area.
2. This covenant shall continue in effect for a period of thirty (30) years from the date of this Deed, or such earlier time as HUD may specify in writing. During such period if the number of units occupied by low- and moderate- income persons or families falls below the number of units specified in paragraph (1) above, the Purchaser must seek to rent a sufficient number of units to low- and moderate- income persons or families to comply with paragraph (1).

All necessary certificates have been waived by the parties hereto and I, Notary Public, am held blameless for their non-production.

THUS DONE AND PASSED, in multiple originals, in my office at, Houston, Texas, on the 29th day of September, 1995, hereinabove first written, in the presence of the undersigned competent witnesses, the above named appears and me, Notary, after due reading of the whole.

WITNESSES:

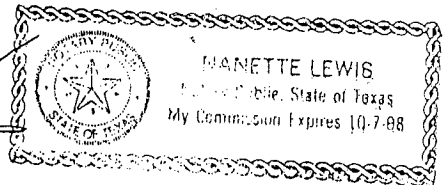
Manette Lewis

Richard Green

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By: *Albert J. Cason*
Albert J. Cason, Director
Multifamily Housing Division

Manette Lewis
Notary Public



Now appears the Commissioner of Administration for the State of Louisiana for the purposes of La.R.S. 39:11 et seq.
Raymond Laborde, Commissioner of Administration

WITNESSES:

Raymond Laborde, Commissioner of Administration

Notary Public

GASLIGHT SQUARE APTS.

EXHIBIT "A"

Located in Orleans Parish, Louisiana, to-wit:

A certain portion of ground situated in the Third Municipal District, City of New Orleans, in Section 23 of the LaKratt Tract (formerly New Orleans Lakeshore Land Company Subdivision), shown as Lot "5-C-2", more particularly described as follows, to-wit:

Begin at a point on the south line of Interstate Highway I-10, 80.02' east of Benson Canal measured along the south line of Interstate Highway I-10; thence along the south line of Interstate Highway I-10 N 64 deg. 18 min. 13 sec. E, a distance of 400.09' to the division line between Lots "5-C-2" and "5-D"; thence along said division line S 26 deg. 55 min. 05 sec. E, a distance of 1298.44' to the north line of proposed route 64; thence along the said north line S 78 deg. 59 min. 40 sec. W, a distance of 415.94' to the east line of Lot 5-C-1; thence along said east line, which is 80' east of and parallel to the east line of Benson Canal N 26 deg. 55 min. 05 sec. W, a distance of 1192.93' to the south line of Interstate Highway I-10 and the point of beginning. Containing 11.439 acres.

All in accordance with survey of resubdivision plan prepared by J. J. Krebs & Sons, Inc. approved by the City Planning Commission on August 16, 1972 and filed of record as a title change on August 17, 1972 in C.O.B. 713, folio 356.

Project Name: GASLIGHT SQUARE APARTMENTS
Project Number: 064-35124
Location: 8800 I-10 SERVICE ROAD
NEW ORLEANS, LA.

CONTRACT TO SELL

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PROPERTY DISPOSITION PROGRAM

THIS CONTRACT, made this 29th day of September, 1995, is between the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ("Seller"), and Louisiana Housing Finance Agency, ("Vendee").

WITNESSETH THAT

PURCHASE AND SALE

In consideration of the covenants and agreements of the respective parties, as hereinafter set forth, Seller agrees to sell and Vendee agrees to purchase all of Seller's right, title and interest in and to the real estate situated in the City of New Orleans, Parish of Orleans, State of Louisiana, and more particularly described in the attached Exhibit entitled "Property Description," together with all improvements thereon and appurtenances thereto and the articles of equipment and other personal property owned by Seller and used in connection therewith, hereinafter referred to as the "Property".

I. PURCHASE PRICE

- A. The purchase price of the Property is \$1.00 (one dollar) to be paid at Closing.
- B. Upon the execution of this contract of sale, Vendee shall be required to pay an earnest money deposit in the amount of \$ N/A, in the form of a money order, cashier's or other bank check payable to "The Secretary of Housing and Urban Development." A financial organization submitting a bid on its own behalf must have the earnest money deposit drawn on a separate financial organization. Interest will not be paid on earnest money deposits.
- C. The balance of the purchase price, \$ 1.00, shall be paid at Closing, by the wire transfer procedure set forth in the attached Exhibit entitled "Wire Transfer Instructions", or by money order, certified, cashier's or other bank check acceptable to HUD.

II. TENANT BASED RENTAL ASSISTANCE

Vendee will provide through the cognizant public housing authority Certificates and/or Vouchers to 75 families that currently reside in the Project, as authorized by Section 8 of the Housing Act of 1937, 42 USC 1437f.

This provision is limited in its application for tenants or applicants with Section 8 Certificates or Vouchers, to those units which rent for an amount not greater than 120 percent of the Section 8 fair market rent for a comparable unit in the area as determined by the Vendor.

III. CLOSING, CLOSING EXPENSES AND TRANSFER OF POSSESSION

A. The sale shall be effective upon Closing.

Vendee shall pay all closing costs and expenses, irrespective of local custom.

B. Transfer of title to and possession of the Property, subject to the leases and tenancies herein referred, shall become effective as of the Closing.

IV. PRORATIONS AND SECURITY DEPOSITS

A. Prorations

1. Subject to the following provisions, irrespective of local custom and without affecting the Purchase Price, all rents and other income ("Income") and expenses shall not be prorated between Vendee and Seller.

2. Income. Seller shall be entitled to all Income, whether received or not received, attributable to the period prior to Closing, including, but not limited to, rents, delinquent rents, liability claims, insurance claims, damages and litigation settlements. If Vendee, after Closing receives Income due Seller, Vendee must pay it over to Seller immediately. Vendee shall be entitled to all Income, whether received or not received, attributable to the period as of the day of Closing.

3. Expenses. Seller shall be responsible for payment of project-related expenses, whether paid or unpaid, attributable to the period prior to the day of Closing. Vendee shall be responsible for expenses, whether paid or unpaid, attributable to the period as of the day of Closing. To the extent invoices for such expenses are received by Vendee, such invoices shall be forwarded upon receipt directly to Seller. All refunds of expenses, including but not limited to tax refunds and Medicare and Medicaid payments/reimbursements, attributable to the period prior to the day of Closing shall belong to Seller and if any such refunds are received by Vendee, Vendee shall deliver them immediately to Seller.

4. Intentionally deleted.

5. Insurance coverage carried by Seller, if any, shall be cancelled as of 11:59 p.m. the day of the Closing.

6. Subsections i. through iv. shall remain in effect after the Closing, where applicable.

B. Security Deposits

Any security deposits collected from tenants and paid over or credited to Seller prior to the Closing shall be transferred and assigned to Vendee at the Closing, with the exception of security deposits which have been forfeited by the tenant in accordance with the terms of the tenant's lease.

Notwithstanding State or local law, no other security deposits collected from tenants will be transferred by

Seller to Vendee and Seller has no other liability with respect to security deposits. Vendee agrees to assume all responsibility and liability under State and local law with respect to the collection, application and return of security deposits.

V. FORM OF CONVEYANCE, INSPECTION, OBJECTIONS TO TITLE AND RIGHTS OF RESCISSION

A. The Property shall be conveyed to the Vendee by special warranty deed in the form customarily used by Seller in the jurisdiction in which the Property is located. Title to the Property shall be good and marketable subject to existing tenancies, easements, zoning, covenants, restrictions and reservations of record. However, Seller shall not warrant those items deemed acceptable to Vendee pursuant to subsection (e) below. The Seller waives any right of rescission under state law, including the right to rescind the title transfer within one (1) year of closing under state law regarding lesion beyond moiety.

B. Any title evidence or survey desired by Vendee shall be obtained at the sole expense of the Vendee.

C. If any defect in title renders the Property unmarketable, or if litigation is pending challenging the sale and/or the sale is enjoined and Seller does not cure the defect, settle the litigation or cause the injunction to be removed within a reasonable time, or Seller notifies Vendee in writing that it is unable or unwilling to cure the defect, settle the litigation or remove the injunction,

i. Vendee shall have the right to terminate this Contract by delivering to Seller written notice prior to the Closing. If such right is exercised, Seller shall return any earnest money deposit paid under Section 2 and extension fees paid under Section 10; and

ii. Seller reserves the right to rescind this Contract and to return any earnest money deposit paid under Section 2 and extension fees paid under Section 10 of this Contract.

The return or tender of any earnest money deposit or extension fees shall release Seller from all obligations and liability to Vendee.

D. The Property shall not be deemed unmarketable solely by reason of the existence of:

i. covenants, conditions and restrictions of record;

ii. private, public and utility easements, roads and highways;

iii. party wall rights and agreements;

iv. pending local building code violation proceedings;

v. existing leases and tenancies; and

vi. special taxes or assessments.

E. Vendee shall have sixty (60) days from the date of execution of this Contract by Seller to notify Seller in writing of all defects in title appearing as of the date Vendee executes this Contract. If Vendee does notify the Seller in writing of any alleged defects within sixty (60) days after execution of this Contract by Seller, only those items in the notification will be addressed by Seller. All other title matters will be deemed acceptable to Vendee. For purposes of determining title defect, seller acknowledges and agrees that any hazardous or dangerous waste at project or similar findings pursuant to Phase I Environmental Review conducted with respect to the project shall constitute a defect in title.

F. Upon confirmation of the wire transfer of the balance of the purchase price, in accordance with the wire transfer procedure set forth in the attached Exhibit entitled "Wire Transfer Instructions," or acceptance of a money order, certified, cashier's or other bank check by the Seller, Seller shall deliver to Vendee a duly executed deed conveying Seller's right, title and interest in the Property which Vendee immediately will present for recordation in the appropriate recorder's office.

VI. AS-IS SALE; NO REPRESENTATIONS

A. Vendee shall accept the Property "as is." Seller makes no representations or warranties concerning the physical condition of the Property. In addition, Seller does not represent or warrant the number and occupancy of revenue producing units, or any factor bearing upon the value of the Property, except the number of units receiving Section 8 assistance. It is Vendee's responsibility to assess the actual condition of the Property. If the Property is being sold with project-based Section 8 assistance, Vendee will be required to repair or rehabilitate the Property so that it meets Section 8 housing quality standards.

B. Vendee acknowledges that the purchase price set forth in Section 2 of this Contract is based on Vendee's valuation of the Project and not upon any representations by Seller. Vendee's failure to inspect, or to be fully informed as to any factor bearing upon the valuation of the Property, shall not affect the liabilities, obligations or duties of Seller under this Contract, nor be a basis for termination of this Contract or for the return of any extension fees paid pursuant to Section 10.

VII. RISK OF LOSS AND RIGHTS OF RESCISSION

Until the Closing, Seller assumes the risk of loss from damage to the Property by any cause (including but not limited to fire, flood, earthquake, tornado and vandalism) other than willful acts of Vendee, and in the event of such damage will provide for the restoration of the Property to its condition immediately prior thereto, except that, if Seller determines that such damage is so extensive that Seller is unwilling to so restore the Property, Seller may rescind this Contract and return to Vendee any earnest money deposit paid to the Seller and any extension fees paid under Section 10. The sending of notice of rescission and the return of such fees, or the tender thereof, shall release Seller from any and all claims by Vendee arising under this Contract. If offered by Seller and agreed to by Vendee, the cash due at Closing may be reduced by the estimated cost of restoration of the Property because of such damage, and such damage shall be added to the rehabilitation requirements provided for in the Rider entitled "Rehabilitation and Relocation."

VIII. TIME IS OF THE ESSENCE - LIQUIDATED DAMAGES

Time is of the essence in the performance of this Contract. The sale shall be closed at Seller's offices, or at such other place as may be agreed on by the parties in writing, within ___ days following execution hereof by Seller, unless this Contract is extended pursuant to Section 10. Should Vendee fail or refuse to perform its obligations under this Contract (including, but not limited to, the failure to establish the legal entity that is to take title), any earnest money deposit paid to the Seller and any extension fees paid under Section 10 shall be retained by Seller as liquidated damages. However, Seller shall not retain said amounts as liquidated damages if Vendee is unable to perform due to unmarketable title.

IX. EXTENSIONS

Extensions of time to close the sale are within Seller's sole and absolute discretion. Any extensions, if granted, will be on the following conditions:

- A. A written request for an extension must be received by Seller, at Seller's office where the Closing is to be held, within thirty (30) days following the execution of this Contract by Seller, or within any extension period and must be accompanied by the payment of the required extension fee. The request must state the reason for Vendee's inability to close the sale within the initial 30 day period or any extended period.
- B. Extensions shall be for 30 days.
- C. For each 30 day period requested by Vendee and approved by Seller, extension fees shall be equal to \$11.92, per unit, per day.
- D. These fees shall be retained by Seller and shall not be credited to the amount due from Vendee at Closing. However, if Vendee closes prior to the expiration of an extension period, the prorated amount of the extension fee, for the unused portion of the extension period, shall be credited toward the amount due from Vendee at Closing.
- E. The granting of one or more extensions shall not obligate Seller to grant additional extensions.
- F. If any form or instrument required by Seller is not submitted within sufficient and reasonable time for Seller's review or processing and such delay necessitates an extension of the Closing deadline, an extension fee must be paid for this period.
- G. Extension fee(s) must be transmitted pursuant to the wire transfer procedure set forth in the attached Exhibit entitled "Wire Transfer Instructions," and Vendee shall present to Seller, at the time the extension is requested, confirmation of the wire transfer.

X. VENDEE RESTRICTIONS

- A. No Member of/or Delegate to Congress, or resident commissioner or local elected official, shall be admitted to any share or part of this Contract, or to any benefit arising from it. However, this provision does not apply to this Contract to the extent that this Contract is made with a corporation for the corporation's general benefit.

- B. If Vendee is or becomes suspended, debarred or temporarily denied from participating in HUD programs prior to closing, this Contract shall be terminated. Any earnest money deposit paid under Section 2 or extension fees paid under Section 10 shall be retained by Seller as liquidated damages.

XI. CONTRACT BINDING - RESTRICTIONS ON ASSIGNMENT OF CONTRACT

- A. This Contract shall be binding upon Vendee, its respective heirs, executors, administrators, successors and assigns.
- B. Seller must consent in writing to any assignment of this Contract and any person or entity to which this Contract is assigned must meet Seller's Previous Participation Requirements and Seller's other Vendee qualification requirements. Vendee agrees that Seller has 20 days in which to approve or deny any assignment request and acknowledges that, if this approval period extends beyond the original Contract term, or any extension thereof, Vendee will pay the extension fees required under Section 10 of this Contract to cover the approval period.

XII. OPERATION OF THE PROPERTY UNTIL CLOSING

From the date of Seller's execution of this Contract until Closing, Seller shall continue to operate and maintain the Property so that the Property will, except for normal wear and tear, be in substantially the same condition at Closing as on the date hereof. Seller may discard any worn out or useless items, but shall not otherwise remove from the Property any item or article except as may be necessary for repair.

XIII. LIMITATION OF LIABILITY

Notwithstanding any other provisions of this Contract, Seller's liability for damage to the Property or for any breach of this Contract shall not exceed the amount of funds paid by Vendee to Seller hereunder.

XIV. CONTRACT EXECUTED ON BEHALF OF BIDDER

If this Contract is executed on behalf of a corporation, partnership or other entity not as yet legally formed, such corporation, partnership or entity must be validly organized and legally capable of performing its obligations under this Contract prior to the Closing. If the entity is unable to become legally formed and, therefore, cannot accomplish the Closing, the earnest money deposit and all extension fees will be retained by Seller.

XV. FORMS

All forms and instruments referred to in this Contract shall be the standard HUD forms and instruments prepared by Seller and used by Seller in the jurisdiction in which the Property is located and shall contain such additional covenants and conditions required by this Contract, Prospectus and/or Request for Proposals.

XVI. ACKNOWLEDGMENT OF TERMS AND CONDITIONS OF SALE

Vendee affirms that it has full knowledge of the terms, conditions, and requirements contained in this Contract, the Prospectus, the Request for Proposals and the bid kit provided by Seller to Vendee.

XVII. COMPLETE AGREEMENT

This Contract supersedes all prior agreements and understandings related to the subject matter hereof, and may be changed, waived, discharged or terminated only by a written document, signed by the party against whom such change, waiver, discharge or termination is sought, except as otherwise provided herein.

XVIII. GENDER AND NUMBER

Whenever the sense of this Contract so requires, the use of (1) the singular shall be deemed to include the plural, (2) the masculine gender shall be deemed to include the feminine or neuter gender, and (3) the neuter gender shall be deemed to include the masculine or feminine gender.

XIX. SEVERABILITY

If for any reason one or more of the provisions contained in this Contract shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid, illegal or unenforceable provision never had been included in this Contract.

XX. NOTICE

Any notice, request, information or other document to be given hereunder to any of the parties by any other party, shall be in writing and delivered personally or sent by an overnight or express mail service, with a return receipt, postage prepaid to the person and address set forth below. Any party may change the person or address to which notices are to be sent to it by giving written notice of such change to the other party in the manner herein provided for giving notice. The person, address and telephone number for the Department of Housing and Urban Development are Sandra Krchnak, Multifamily REO, 2211 Norfolk, Suite 300, Houston, TX 77098-4096. (713) 834-3209. The person, address and telephone number for the Vendee are as provided below Vendee's signature on this Contract.

XXI. EXHIBITS

All exhibits described herein and attached hereto are fully incorporated into this Contract by this reference.

XXII. PARAGRAPH HEADINGS

The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope of the paragraphs hereof.

XXIII. MISCELLANEOUS PROVISIONS

- A. When the consent or approval of either party is required under the terms of this Contract, such consent or approval must be in writing.
- B. Vendee agrees that any restrictions to be placed in the Deed referred to in this Contract will run with the land.

C. Whenever a number of days is referred to in this Contract, days shall mean calendar days. If any period of time expires on a non-Federal business day, Vendee or Seller shall have until the close of business of the next Federal business day to take whatever action is to be taken within the time period.

XXIV. RIDERS TO THIS CONTRACT

The Riders checked and initialled by the parties are attached to and incorporated into this Contract and will be placed in the Deed to run with the land. [Check applicable box(es)]

- Enforcement
- Tenant-Based Section 8 Assistance
- Project-Based Section 8 Assistance
- Affordability of Units
- Two Year Protection for Pre-Existing Very Low-Income Tenants
- Equity Participation
- Historic Preservation
- Lead-Based Paint Hazards
- Rental or Cooperative Use
- Rehabilitation and Relocation
- Compliance with Gautreaux Decree
- Mobile Home Parks
- Retirement Service Centers (ReSC)
- Post-Closing Repair Requirements
- Upfront Grant Agreement
- Other(s) - Specify: Conveyance to a Non-Public Entity
- Asbestos Containing Materials
- Occupancy by Low- and Moderate- Income Families

LIST OF EXHIBITS

Property Description
Wire Transfer Instructions

10

GASLIGHT SQUARE APTS.

EXHIBIT "A"

Located in Orleans Parish, Louisiana, to-wit:

A certain portion of ground situated in the Third Municipal District, City of New Orleans, in Section 23 of the LaKrat Tract (formerly New Orleans Lakeshore Land Company Subdivision), shown as Lot "5-C-2", more particularly described as follows, to-wit:

Begin at a point on the south line of Interstate Highway I-10, 80.02' east of Benson Canal measured along the south line of Interstate Highway I-10; thence along the south line of Interstate Highway I-10 N 64 deg. 18 min. 13 sec. E, a distance of 400.09' to the division line between Lots "5-C-2" and "5-D"; thence along said division line S 26 deg. 55 min. 05 sec. E, a distance of 1298.44' to the north line of proposed route 64; thence along the said north line S 78 deg. 59 min. 40 sec. W, a distance of 415.94' to the east line of Lot 5-C-1; thence along said east line, which is 80' east of and parallel to the east line of Benson Canal N 26 deg. 55 min. 05 sec. W, a distance of 1192.93' to the south line of Interstate Highway I-10 and the point of beginning. Containing 11.439 acres.

All in accordance with survey of resubdivision plan prepared by J. J. Krebs & Sons, Inc. approved by the City Planning Commission on August 16, 1972 and filed of record as a title change on August 17, 1972 in C.O.B. 713, folio 356.

RIDER 1 OF 11

ENFORCEMENT

The Deed shall include the following provisions:

The covenants set forth in this Deed shall run with the land hereby conveyed and, to the fullest extent permitted by law and equity, shall be binding for the benefit and in favor of and enforceable by the Vendor and his successors in office.

The Vendor shall be entitled to (a) institute legal action to enforce performance and observance of these covenants, (b) enjoin any acts which are violative of these covenants, and (c) exercise any other legal or equitable right or remedy with respect to these covenants.

In addition, the covenants, if any, set forth in this Deed relating to Section 8 assistance shall be enforceable by any tenant or applicant eligible for assistance under the Section 8 program.

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Contract of Sale.

Vendee _____ (Must be initialled at time of submission of Bid.)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

RIDER 2 OF 11

TENANT-BASED SECTION 8 ASSISTANCE

The Deed shall include the following provisions:

Nondiscrimination Against Section 8 Certificate Holders and Voucher Holders

In order to comply with Section 204 of the Housing and Community Development Amendments of 1978, 12 USC §1701z-12, as amended, the Vendee, for itself, its successors and assigns, agrees not to unreasonably refuse to lease a dwelling unit offered for rent, refuse to offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or Vendee is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC §1437f), or any successor legislation (hereinafter referred to as "Section 8"). This provision is limited in its application for tenants or applicants with Section 8 Certificates or Vouchers, to those units which rent for an amount not greater than 120 percent of the Section 8 fair market rent for a comparable unit in the area as determined by the Vendor.

This covenant shall bind the Vendee, its successors, assigns and Vendees for value, for a period equal to the rental/cooperative use restriction, which is 30 years from the date of this Deed. In the event of a breach or a threatened breach of this covenant, the Vendor, his successors in office and/or one or more third-party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of such covenant and to enjoin any acts which are violative of such covenant. For the purposes of this covenant, a third-party beneficiary shall be any person who holds a Certificate of Family Participation or a Voucher under Section 8 or any equivalent document under successor legislation.

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Contract of Sale.

Vendee _____ (Must be initialled at time of submission of Bid.)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

RIDER 3 OF 11

TWO-YEAR RENT PROTECTION FOR PRE-EXISTING
VERY LOW-INCOME TENANTS

The Deed shall contain the following provisions:

To ensure compliance with Section 203(g) of the Multifamily Housing Property Disposition Reform Act of 1994 (the "Act"), the Vendee agrees that, for any very low-income family (as defined in 24 CFR 813) which is a pre-existing tenant of an unassisted project as defined in the Act and which would be required to pay rent in an amount in excess of 30 percent of its adjusted income (as defined in Section 3(b) of the United States Housing Act of 1937), for a period of 2 years beginning upon the date of acquisition of the project by the Vendee:

(1) the rent payable by any very low-income family which, on that date, is paying over 30% of its adjusted annual income for rent shall not exceed the amount being charged on that date; and,

(2) the rent payable by any very low-income family which is paying 30% or less of its adjusted annual income for rent, shall not be subject to any rent increase which would require the family to pay more than 30% of its adjusted annual income.

For all tenants covered by these provisions, the Vendee must include in the leases the terms and conditions of the two year rent protection including a provision for an initial tenant income certification and not more than one tenant income certification a year, except upon reduction of tenant income or upon tenant request.

By initialling hereunder, the parties acknowledge that this Rider is incorporated into and is a part of the Contract of Sale and or the Use Agreement.

Vendee _____ (Must be initialled at time of submission of Bid.)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

RIDER 4 OF 11

EQUITY PARTICIPATION

The Deed shall include the following provisions:

- (1) If the Vendee, or any of its successors, assigns or Vendees for value sells, assigns, transfers or conveys the Property (collectively, a "Sale"), the Sale proceeds, less any expenses incurred by the Vendee, as approved by Vendor, consisting of (1) reasonable transaction costs, (2) purchase price paid by the Vendee for the Property, (3) amounts previously paid by the Vendee to the Vendor under paragraph (2) of this Rider since the sale of the Property from Vendor to Vendee, or (4) other costs incurred but not yet paid by Vendee related to renovation and rehabilitation other than routine maintenance and repairs, and which are not funded by grant funds provided by the Vendor, shall be assigned to the Vendor in the following amounts:
 - (a) between the date of the Deed and fifteen years from the date of the Deed, one hundred (100) percent;
 - (b) between fifteen years, one day and twenty years from the date of the Deed, seventy-five (75) percent;
 - (c) between twenty years, one day and thirty years from the date of the Deed, fifty (50) percent; and
 - (d) over thirty years from the date of the Section 8 A Deed, twenty -five (25) percent.
- (2) If the Vendee, its successors, assigns or Vendees for value, refinances without approval in writing from Vendor, including without limitation the placement of any indebtedness secured by the Property ("Refinancing"), the proceeds from the refinancing, less any expenses incurred by the Vendee consisting of (1) reasonable transaction costs, (2) any mortgage debt paid off in connection with the refinancing, (3) costs paid by Vendee, as approved by Vendor, related to renovation and rehabilitation other than routine maintenance and repairs, or (4) amounts previously paid by Vendee to Vendor under this paragraph (2), shall be paid to the Vendor in the manner provided in Section (1) (a) - (d), above.
- (3) The Vendee shall keep or cause to be kept, accurate records of account of any Sale or Refinancing and of the cost of renovation and rehabilitation. The Vendor, during Vendee's normal working hours, shall have the right to enter and have free access to inspect all books and records of the Vendee. Upon the written request of the Vendor, the Vendee shall retain an independent certified public accountant who shall prepare an accounting of any Sale, Refinancing, or cost of renovation or rehabilitation.

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Contract of Sale.

Vendee _____ (Must be initialled at time of submission of Bid.)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

RIDER 4 OF 11

EQUITY PARTICIPATION

The Deed shall include the following provisions:

- (1) If the Vendee, or any of its successors, assigns or Vendees for value sells, assigns, transfers or conveys the Property (collectively, a "Sale"), the Sale proceeds, less any expenses incurred by the Vendee, as approved by Vendor, consisting of (1) reasonable transaction costs, (2) purchase price paid by the Vendee for the Property, (3) amounts previously paid by the Vendee to the Vendor under paragraph (2) of this Rider since the sale of the Property from Vendor to Vendee, or (4) other costs incurred but not yet paid by Vendee related to renovation and rehabilitation other than routine maintenance and repairs, and which are not funded by grant funds provided by the Vendor, shall be assigned to the Vendor in the following amounts:
 - (a) between the date of the Deed and fifteen years from the date of the Deed, one hundred (100) percent;
 - (b) between fifteen years, one day and twenty years from the date of the Deed, seventy-five (75) percent;
 - (c) between twenty years, one day and thirty years from the date of the Deed, fifty (50) percent; and
 - (d) over thirty years from the date of the Section 8 A Deed, twenty -five (25) percent.
- (2) If the Vendee, its successors, assigns or Vendees for value, refinances without approval in writing from Vendor, including without limitation the placement of any indebtedness secured by the Property ("Refinancing"), the proceeds from the refinancing, less any expenses incurred by the Vendee consisting of (1) reasonable transaction costs, (2) any mortgage debt paid off in connection with the refinancing, (3) costs paid by Vendee, as approved by Vendor, related to renovation and rehabilitation other than routine maintenance and repairs, or (4) amounts previously paid by Vendee to Vendor under this paragraph (2), shall be paid to the Vendor in the manner provided in Section (1) (a) - (d), above.
- (3) The Vendee shall keep or cause to be kept, accurate records of account of any Sale or Refinancing and of the cost of renovation and rehabilitation. The Vendor, during Vendee's normal working hours, shall have the right to enter and have free access to inspect all books and records of the Vendee. Upon the written request of the Vendor, the Vendee shall retain an independent certified public accountant who shall prepare an accounting of any Sale, Refinancing, or cost of renovation or rehabilitation.

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Contract of Sale.

Vendee _____ (Must be initialled at time of submission of Bid.)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

LEAD-BASED PAINT HAZARDS

- (1) In order to comply with 42 USC §§4821-4886 and the regulations thereunder, 24 CFR Part 35, Subpart E and §200.825 (the "Regulations"), Vendee covenants that any lead-based paint hazards will be abated in accordance with the Regulations. Vendee shall certify to Vendor (in a form acceptable to Vendor) and Vendor shall determine, through its inspection (or at its discretion, the inspection and certification of a local government official) that all lead based-paint hazards have been removed from the Property in accordance with the Regulations.
- (2) Vendee understands and agrees that Vendor's inspection and finding of satisfactory performance is not intended to and does not constitute a guarantee that all lead based-paint and all potential lead-based paint hazards have been eliminated from the Property and does not relieve Vendee of its ongoing responsibility for complying with all applicable State and local lead based-paint laws and regulations.
- (3) Vendee agrees to hold Vendor harmless from any liability arising by reason of Vendee's failure to perform Vendee's obligations under this Deed with respect to the elimination of lead based-paint health hazards, the prohibition against the use of lead based-paint, and Vendee's responsibility for complying with applicable State and local lead based-paint laws and regulations.
- (4) If temporary or permanent relocation is necessary because of such abatement, Vendee covenants that it will comply with paragraphs 5 through 8, below. Additionally, the Vendee covenants that it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Act"), as amended, 42 USC §4601, and the regulations thereunder, 49 CFR Part 24, when Project-based Section 8 assistance is provided by the Vendor. The Vendee is responsible for ensuring compliance with the Act and regulations thereunder, notwithstanding any contractual obligations with third parties to comply with the Act and regulations. Vendee covenants that it will provide advance written notice of the expected displacement. The notice shall be provided as soon as feasible, describe the assistance and the procedures for obtaining the assistance, and contain the name, address and phone number of an official responsible for providing the assistance.
- (5) If temporary relocation is necessary because of such abatement, Vendee covenants that it will provide assistance to tenants in locating a decent, safe and sanitary dwelling/housing unit which, to the extent feasible, shall be in a location not generally less desirable than the Property, and reimburse tenants for:
 - (a) Expenses of moving and any net increase in monthly housing cost (rent and reasonable utility costs) during the temporary displacement period.
 - (b) Expenses of returning to a repaired unit on the Property.

RIDER 5 OF 11
LEAD-BASED PAINT HAZARDS (Cont'd)

- (6) If permanent relocation is necessary because of such abatement, Vendee covenants that it will provide assistance, as described below, to tenants, as may be appropriate:
- (a) Advisory services, necessary to locate decent, safe and sanitary and affordable replacement housing which, to the extent feasible, shall be in a location not generally less desirable than the Property.
 - (b) Reimbursement for reasonable moving expenses, which need not exceed an amount determined by Vendor to be reasonable considering the size of the household size and the circumstances surrounding the move.
- (7) The Vendee covenants not to increase the rent for any units, from the rent Vendor is requiring a tenant to pay on the Closing date, until such unit meets all the abatement requirements set forth in (1), above. (In addition, rent for units to be covered by a Housing Assistance Payments Contract may be increased only pursuant to and following execution of such Contract.)
- (8) If Vendee fails to comply with (1), above, and no extension by written agreement has been granted by Vendor, Vendor and his successors in office shall be entitled to enter and terminate the estate hereby conveyed. This right and remedy may be exercised separately or in combination with the rights and remedies set forth in the Enforcement provision of this Contract.

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Contract of Sale.

Vendee _____ (Must be initialled at time of submission of Bid.)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

RENTAL OR COOPERATIVE USE

The Deed shall include the following provisions:

Use Restriction

- (1) The Vendee covenants that the Property will be maintained as rental or cooperative housing for a period of thirty (30) years after the date of this Deed or such earlier time as the Vendor may specify in writing (the "Restricted Period").
- (2) During the Restricted Period, the Vendee may not market dwelling units for any purpose other than rental or cooperative housing without the Vendor's prior written approval.
- (3) Any change in the use or number of commercial units in the Property, from the use or number indicated as of the date of the Contract of Sale must receive prior written approval of the Vendor.

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Contract of Sale.

Vendee _____ (Must be initialled at time of submission of Bid.)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

REHABILITATION AND RELOCATION

The Deed shall include the following provisions:

Rehabilitation and Relocation Restriction

The Vendee covenants that it will comply with paragraphs 2 through 5, below. Additionally, the Vendee covenants it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC §4601, and the regulations thereunder, 49 CFR Part 24, when Project-based Section 8 assistance is provided by the Vendor. The Vendee is responsible for ensuring compliance with the Act and regulations, notwithstanding any contractual obligations with third parties to comply with the Act and regulations.

- (1) The Vendee covenants that the Property will be rehabilitated within six (6) months from the date of this Deed, with extensions approved by Vendor, in accordance with all applicable State and local laws, codes, ordinances and regulations, and for units receiving project-based Section 8, Section 8 Housing Quality Standards pursuant to 24 CFR Part 886, Subpart C, in addition to requirements set forth in any Post-Closing Repair Requirements sheet, Form HUD 9552 and its exhibits.
- (2) If temporary or permanent relocation is necessary because of such rehabilitation, Vendee covenants that it will provide advance written notice of the expected displacement. The notice shall be provided as soon as feasible, describe the assistance and the procedures for obtaining the assistance, and contain the name, address and phone number of an official responsible for providing the assistance.
- (3) If temporary relocation is necessary because of such rehabilitation, Vendee covenants that it will provide assistance to tenants in locating a decent, safe and sanitary dwelling/housing unit which, to the extent feasible, shall be in a location not generally less desirable than the Property, and reimburse tenants for:
 - (a) Expenses of moving and any net increase in monthly housing cost (rent and reasonable utility costs) during the temporary displacement period.
 - (b) Expenses of returning to a repaired unit on the Property.
- (4) If permanent relocation is necessary because of such rehabilitation, Vendee covenants that it will provide assistance, as described below, to tenants, as may be appropriate:
 - (a) Advisory services, necessary to locate decent, safe and sanitary and affordable replacement housing which, to the extent feasible, shall be in a location not generally less desirable than the Property.
 - (b) Reimbursement for reasonable moving expenses, which need not exceed an amount determined by Vendor to be reasonable considering the size of the household size and the circumstances surrounding the move.

RIDER 7 OF 11
REHABILITATION AND RELOCATION (Cont'd)

- (5) The Vendee covenants not to increase the rent for any unit, from the rent Vendor is requiring a tenant to pay on the Closing date, until such unit meets all the rehabilitation requirements set forth in (1), above. (In addition, rent for units to be covered by a Housing Assistance Payments Contract may be increased only pursuant to and following execution of such Contract.)
- (6) If Vendee fails to comply with (1), above, and no extension by written agreement has been granted by Vendor, Vendor and his successors in office shall be entitled to exercise any available remedies including the right to enter and terminate the estate hereby conveyed. This right and remedy may be exercised separately or in combination with the rights and remedies set forth in the Enforcement rider to this Contract.

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Contract of Sale.

Vendee _____ (Must be initialled at time of submission of Bid.)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

RIDER 8 OF 11

POST-CLOSING REPAIR REQUIREMENTS

At closing the Vendee shall provide to Vendor an unconditional, irrevocable and non-documentary Letter of Credit (LC) satisfactory to Vendor, in the amount of \$100,000, with an expiration date at least twelve (12) months beyond Vendor's estimated date for completion of repairs, to assure the completion of the repairs required by the Rehabilitation and Relocation Rider. In the event an extension for completion of repairs is granted, the LC will be extended accordingly.

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Contract of Sale.

Vendee _____ (Must be initialled at time of submission of Bid.)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

RIDER 9 OF 11

CONVEYANCE TO A NON-PUBLIC ENTITY

In order to assure compliance with Section 203(e)(4) of the Housing and Community Development Amendments of 1978, as amended, 12 USC §1701z-11(e)(4), the Purchaser covenants that the Property shall not be conveyed to a non-public entity except through a public solicitation process approved in writing by HUD.

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Contract of Sale.

Vendee ____ (Must be initialled at time of submission of Bid.)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT ____

RIDER 10 OF 11

ASBESTOS CONTAINING MATERIALS (ACMs)

1. In order to assure compliance with Environmental Protection Agency (EPA), State, and the Office of Safety and Health Administration (OSHA) regulations, the Purchaser is responsible for providing:
 - a. Written notification to the maintenance staff that any disturbance of known ACMs intentionally or incidental to there must be done in strict accordance with EPA, State and OSHA regulations in effect at the time of that disturbance and only with properly certified staff; and
 - b. Continued training of existing maintenance staff and new staff to maintain and/or obtain State and/or EPA certification.
2. The Purchaser understands and agrees that it must comply with applicable EPA, State and OSHA laws and regulations concerning ACMs.
3. The fullest extent permitted by law and equity, these requirements shall be binding for the benefit and in favor of and be enforceable by HUD and by their successors in office. HUD shall be entitled to (a) institute legal action to enforce performance and observance of these covenants, (b) enjoin acts which are violative of these requirements, and (c) exercise any other legal or equitable right or remedy with respect to the covenants. These rights and remedies may be exercised separately or in combination.

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Contract of Sale.

Vendee ____ (Must be initialled at time of submission of Bid.)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT ____

OCCUPANCY BY LOW-AND MODERATE-INCOME PERSONS OR FAMILIES

1. The Purchaser covenants that seventy-five (75) units in the Property shall be maintained as housing for low- and moderate- income persons or families, which shall be defined as follows:

Families, elderly, or handicapped individuals with adjusted annual gross income at or below eight (80) percent of the median income for the area.

2. This covenant shall continue in effect for a period of thirty (30) years from the date of this Deed, or such earlier time as HUD may specify in writing. During such period if the number of units occupied by low- and moderate- income persons or families falls below the number of units specified in paragraph (1) above, the Purchaser must seek to rent a sufficient number of units to low- and moderate- income persons or families to comply with paragraph (1).

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Contract of Sale.

Vendee ____ (Must be initialled at time of submission of Bid.)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT ____

EXHIBIT B

ARCHITECTURAL SERVICES WANTED

Applications for Architectural Services for the following projects will be accepted until 4:00 p.m., Thursday, March 29, 2007. (Your attention is called to the 4:00 p.m. deadline — exceptions WILL NOT be made). APPLICATIONS SHALL BE SUBMITTED ON THE STANDARD FORM LASSB - 1 - 2003 EDITION ONLY, WITH NO ADDITIONAL SHEETS OF PAPER ATTACHED. THIS STANDARD FORM LASSB 1 - 2003 EDITION HAS AN INSTRUCTION SHEET AND ADDITIONAL RE-NUMBERED PAGES FOR ADDITIONAL INFORMATION. PLEASE BE SURE TO USE AN UP-TO-DATE COPY OF THE FORM. THESE FORMS ARE AVAILABLE AT THE SELECTION BOARD OFFICE AND ON THE FACILITY PLANNING & CONTROL WEBSITE AT www.state.la.us/fpc/fpc.htm. DO NOT ATTACH ANY ADDITIONAL SHEETS TO THIS APPLICATION. TEN (10) COPIES OF EACH APPLICATION MUST BE SUBMITTED OF WHICH ONE MUST BE A SIGNED AND SEALED ORIGINAL AND NINE (9) SIGNED COPIES (PHOTOCOPIES ACCEPTABLE). SUBMITTALS SHALL NOT BE BOUND, BUT MAY BE STAPLED. ANY APPLICATIONS WITH ATTACHMENTS IN ADDITION TO THE RE-NUMBERED SHEETS OR OTHERWISE NOT FOLLOWING THIS FORMAT WILL BE DISCARDED.

1. Armed Forces Reserve Center and Field Maintenance Shop, Baton Rouge, LA, Project No. 0220179A, Part 01.

The New Armed Forces Reserve Center (AFRC) and Field Maintenance Shop (FMS) will be required to house members of the Louisiana National Guard, US Army Reserve, and US Marine Corps Reserve, as well as provide ground vehicle maintenance support to regional units. This facility has a combined overall strength of 1090 personnel including 80 full time and provides maintenance support for approximately 200 military vehicles. This new AFRC will provide administrative, training, and storage areas. In addition, the new Maintenance Facility will provide administrative, maintenance work bays, and storage/supply areas. The readiness center will be built around a central assembly hall, lockers, classrooms and administrative offices. Other facility components such as learning center, break area, kitchen, toilets/showers, military vehicle parking, personal vehicle parking, security fencing and storage areas work towards supporting the main components described above. The FMS will be built around a central maintenance work bay area and will also include administrative, break area, toilets, military vehicle parking, personal vehicle parking, wash platform, security fencing and storage areas. Energy conservation and sustainability energy efficiency and durability will be important factors as will design for Anti-terrorism Force Protection. The overall project shall seek silver certification level in accordance with the US Green Building Council LEED v.2.2. This project will be administered by the Military Department and applicants should be thoroughly familiar with their requirements and procedures before submitting an application. Any questions about these requirements and procedures should be directed to the Military Department. The new AFRC is authorized at 168,117 square feet and the FMS at 29,400 square feet. Time is critical and it is imperative that the construction documents are completed within the time allotted. The contract shall be to prepare construction documents within the time allotted with a three-year continuation option for supervision and inspection. Architect-Engineer shall perform type A, type B and type C services for this project. The basic contract will be for Conceptual Design (Type A) and Construction Documents (Type B) services. Type Type A services shall include, but not limited to field surveys, investigations, testing, evaluations, research, design Charistic, examinations, and measurements required to obtain data essential to the performance of type B services. Type B services include calculations, designs, cost estimates, drawings and specifications of suitable quality and completeness for bidding by contractors in accordance with National Guard Bureau Design Guides (NGB DG 415 series). Design shall be based on project books or statement of works to be furnished by the government and on conclusions reached by the exercise of the type A service. Type C service shall include all labor, equipment, and materials required for the complete construction inspection, and review of submittal and shop drawings as well as material testing required by the construction documents and normal construction practices to include building commissioning. The designer shall prepare and submit all required drawings to The Military Department in AutoCAD in the format they specify. The funds available for construction are approximately \$48,000,000.00 with a fee of approximately \$4,100,000.00. Contract design time is 270 consecutive calendar days; including 0 days review time. Thereafter, liquidated damages in the amount of \$1,000.00 per day will be assessed. Further information is available from LTC Bill Aldridge - Camp Beauregard, P. O. Box 34, Pineville, LA 71360 (318) 641-5774.

2. Business Education Complex, Louisiana State University, Baton Rouge, LA, Project No. 19-601-06-18, Part 01.

This project consists of a new facility to house the University's business school and will incorporate all existing academic programs and support elements within a single structure creating a "campus within a campus". The new facility will contain approximately 135,000 gross square feet including classrooms, computer laboratories, learning environments, study areas and building support spaces. An architectural program will be provided. The building will meet the architectural design standards of the campus. To allow placement of the building, the Landscape Services compound will have to be relocated prior to the start of construction and that work will be part of this project. The Percent for Art program will apply to this project and the designer will cooperate with the selected artist to incorporate the artwork into the design of the building. Design services for this project will be limited to the Program Completion, Schematic Design, Design Development and Construction Documents Phases (up to 60%) according to the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction, 2004 Edition. The fee has been adjusted to account for this. At the owner's option the contract may be amended to include additional Phases with the corresponding fee adjustment. The designer shall prepare and submit all required drawings to Facility Planning and Control in AutoCAD in the format specified in the "Instructions to Designers for AutoCAD Drawings Submittal". The funds available for construction are approximately \$48,000,000.00 with a fee of approximately \$2,077,991.00. Contract design time is 425 consecutive calendar days; including 142 days review time. Thereafter, liquidated damages in the amount of \$3,000.00 per day will be assessed. Further information is available from Mr. Jim Howell - University Architect, Louisiana State University, 3810 W. Lakeshore Drive, # 109, Baton Rouge, LA 70808 (225) 578-2264.

3. Classroom Building Renovation/Expansion, Louisiana State University

- Eunice, LA, Project No. 19-605-06B-01, Part 01.

Project will construct a new building of approximately 46,580 gross square feet and is made up of classrooms, multipurpose rooms, faculty offices, academic storage/support areas, conference rooms, lounge area and support spaces. The Percent for Art program will apply to this project and the designer will cooperate with the selected artist to incorporate the artwork into the design of the building. The designer shall prepare and submit all required drawings to Facility Planning and Control in AutoCAD in the format specified in the "Instructions to Designers for AutoCAD Drawings Submittal". The funds available for construction are approximately \$7,386,700.00 with a fee of approximately \$601,252.00. Contract design time is 360 consecutive calendar days; including 120 days review time. Thereafter, liquidated damages in the amount of \$500.00 per day will be assessed. Further information is available from Mr. Jim Howell - University Architect, Louisiana State University 3810 W. Lakeshore Drive # 109, Baton Rouge, LA 70808 (225) 578-2264.

6. Field House Renovations and Additions - McNeese State University Lake Charles, LA, Project No. 19-627-05-02, Part 01.

This project consists of the renovation of and addition to the Jack V. Doanac Field House. The project will be done in two phases. Phase I: A 15,270 square foot addition to house a weight room, locker room, laundry and support spaces. This addition will be designed to support a future second floor. Phase II: The complete renovation of 17,177 square feet of existing space including new HVAC and upgrade of the electrical system. The Percent for Art program will apply to this project and the designer will cooperate with the selected artist to incorporate the artwork into the design of the building. Designer services for this project will be limited to the Program Completion, Schematic Design, Design Development and Construction Documents Phases (up to 60%) according to the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction, 2006 Edition. The fee has been adjusted to account for this. At the owner's option the contract may be amended to include additional Phases with the corresponding fee adjustment. The designer shall prepare and submit all required drawings to Facility Planning and Control in AutoCAD in the format specified in the "Instructions to Designers for AutoCAD Drawings Submittal". The funds available for construction are approximately \$3,950,990.00 with a fee of approximately \$226,793.00. Contract design time is 360 consecutive calendar days; including 120 days review time. Thereafter, liquidated damages in the amount of \$500.00 per day will be assessed. Further information is available from Mr. Douglas Lee - University of Louisiana Systems, 1201 N. Third Street, 7th Floor, Baton Rouge, LA 70802 (225) 342-6950.

7. Renovation of Rosewood, Glenbrook Woodbriar Homes, Northwest Louisiana Developmental Center, Project No. 09-346-06B-01, Part 01.

This project consists of converting open wards into bedrooms for four or less individuals. The combined floor area of the areas to be renovated in the three homes is approximately 10,230 square feet. All building systems (e.g. lighting HVAC, fire protection) will need to be modified as necessary. Existing ceiling and replaced. All areas have lay-in ceiling tiles containing asbestos. Therefore the removal of asbestos containing material will need to be considered as part of this project. Building occupants will be relocated during this project. The designer shall prepare and submit all required drawings to Facility Planning and Control in AutoCAD in the format specified in the "Instructions to Designers for AutoCAD Drawings Submittal". The funds available for construction are approximately \$2,560,000.00 with a fee of approximately \$258,375.00. Contract design time is 300 consecutive calendar days; including 100 days review time. Thereafter, liquidated damages in the amount of \$225.00 per day will be assessed. Further information is available from Mr. Rene Chedrau - Department of Health & Hospitals, 628 North Fourth Street, Blenville Bldg., Baton Rouge, LA 70802 (225)342-8961.

8. Pentagon Dining Hall - Louisiana State University, Baton Rouge, Louisiana, Project No. 01-107-06-17, Part 04.

This project consists of the renovation of the Pentagon Dining Hall. The entire main floor will be renovated to accommodate dining services. This project phase one of the complete renovation and will address deferred maintenance problems, inadequate mechanical and electrical systems and building envelope issues including roofing and generally prepare the building for build out by a concessioner. The building was built in 1963 and has not been renovated. includes 28,745 gross square feet. The Percent for Art program will apply to this project and the designer will cooperate with the selected artist to incorporate the artwork into the design of the building. The designer shall prepare and submit all required drawings to Facility Planning and Control in AutoCAD in the format specified in the "Instructions to Designers for AutoCAD Drawings Submittal". The funds available for construction are approximately \$2,291,000.00 with a fee of approximately \$253,408.00. Contract design time is 270 consecutive calendar days; including 90 days review time. Thereafter, liquidated damages in the amount of \$250.00 per day will be assessed. Further information is available from Mr. Jim Howell - University Architect, Louisiana State University, 3810 W. Lakeshore Drive, # 109, Baton Rouge, LA 70808 (225) 578-2264.

9. Hurricane Katrina Repair/Reconstruction, Coastal Area Research Station, LSU Agricultural Center, Port Sulphur/Baton Rouge, Project No. 01-107-05B-13, Part MF.

The project will involve assessment of damages caused by Hurricane Katrina to the structures located at the Citrus Research Station and scope alignment with FEMA project worksheets. Design work will include the rebuilding of eight facilities on the Citrus Station site - shop/storage, chemical storage building, river pump station, greenhouse # 5, office building, new storage building, mite building # 1, termite building # 2 and relocating of four (4) facilities: the Baton Rouge site - greenhouse # 2, packing shed, new greenhouse, 1 work/storage building. Demolition of some structures is included in the project. All work as per the Master Plan assembled by the LSU Ag Center. Funding for this project is provided by the Federal Emergency Management Agency through their participation and oversight may be expected in all phases of the project. The designer shall prepare and submit all required drawings to Facility Planning and Control in AutoCAD in the format specified in the "Instructions to Designers for AutoCAD Drawings Submittal". The funds available for construction are approximately \$1,096,874.00 with a fee of approximately \$102,689.00. Contract design time is 200 consecutive calendar days; including 67 days review time. Thereafter, liquidated damages in the amount of \$125.00 per day will be assessed. Further information is available from Mr. Jim Howell - University Architect, Louisiana State University, 3810 W. Lakeshore Drive, # 109, Baton Rouge, LA 70808 (225) 578-2264.

3. Armed Forces Reserve Center, Camp Minden, Minden, LA, Project No. 220114, Part 01.

The new Armed Forces Reserve Center (AFRC) will be required to house members of the 1083rd Transportation Company, 39th Military Police Company, and the 122nd Air Support Operations Squadron (ASOS). This facility has a combined overall strength of 315 personnel including 11 full time. This new AFRC will provide administrative, training and storage areas. The readiness center will be built around a central Assembly Hall, Lockers, Classrooms and Administrative Offices. Other components such as Learning Center, Break Area, Kitchen, Toilets/Shower, Military Vehicle Parking, Personal Vehicle Parking, security fencing and storage areas, will be included. Energy conservation and sustainability, energy efficiency and durability will be important factors as will design for Anti-terrorism Force Protection. The overall project shall seek silver certification level in accordance with the US Green Building Council LEED v2.2. The new AFRC is authorized at 90,944 square feet. Time is critical and it is imperative that the Architect-Engineer design team complete the construction documents within the time allotted so that a construction contract is in place prior to September 2008. This project will be administered by the Military Department and applicants should be thoroughly familiar with their requirements and procedures before submitting an application. Any questions about these requirements and procedures should be directed to the Military Department. The contract shall be to prepare construction documents within the time allotted with a three-year continuation option for supervision and inspection. Architect-Engineer shall perform type A, type B and type C services for this project. The basic contract will be for Conceptual Design (Type A) and Construction Documents (Type B) services. Type A services shall include, but not limited to field surveys, investigations, testing, evaluations, research, design Charrette, examinations, and measurements required to obtain data essential to the performance of type B services. Type B services include calculations, designs, cost estimates, drawings and specifications of suitable quality and completeness for bidding by contractors in accordance with National Guard Bureau Design Guides (NGB DG 415 series). The design shall be based on project books or statement of works to be furnished by the government and on conclusions reached by the exercise of the type A service. Type C service shall include all labor, equipment, and materials required for the complete construction inspection, and review of submittal and shop drawings as well as material testing required by the construction documents and normal construction practices to include building commissioning. The designer shall prepare and submit all required drawings to The Military Department in AutoCAD in the format they specify. The funds available for construction are approximately \$30,000,000.00 with a fee of approximately \$2,700,000.00. Contract design time is 400 consecutive calendar days; including 0 days review time. Thereafter, liquidated damages in the amount of \$360.00 per day will be assessed. Further information is available from LTC Bill Aldridge - Camp Beauregard, P. O. Box 34, Pineville, LA 71360 (318) 641-5774.

4. Demolition and Replacement of Gaslight Apartments, New Orleans, LA, Project No. 01-1076-05B-13, Part Q6.

This project consists of a new apartment complex of approximately 200 units in two story attached townhouses. The anticipated configuration will be 80 one bed room units, 90 two bedroom units and 30 three bedroom units totaling 178,000 square feet. Community facilities will also be part of the project. Demolition of the apartment buildings on the site will be included. The designer shall prepare and submit all required drawings to Facility Planning and Control in AutoCAD in the format specified in the "Instructions to Designers for AutoCAD Drawings Submittal". The funds available for construction are approximately \$21,360,000.00 with a fee of approximately \$1,620,814.00. Contract design time is 180 consecutive calendar days; including 60 days review time. Thereafter, liquidated damages in the amount of \$1,000.00 per day will be assessed. Further information is available from Mr. Keith Cunningham - LHFA, 2415 Quail Drive, Baton Rouge, LA 70808 (225) 763-8700.

10. Alpha Hall Renovations - McNeese State University, Lake Charles, LA, Project No. 19-627-05-03, Part 01.

This project consists of the renovation of Alpha Hall. The renovation will consist of the interior finishes, code upgrade, some reconfiguration, exterior repair and waterproofing and a new elevator. Replacement of the HVAC system and electrical system upgrade is also included. The two story building was built in 1956 and contains approximately 27,000 square feet. The roof is in good condition and there have not been any significant renovations since the building was built. Design services for this project will be limited to the Program Completion, Schematic Design Development and Construction Documents Phases (up to 65%) according to the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction, 2006 Edition. The fee has been adjusted to account for this. At the owner's option the contract may be amended to include additional Phases with the corresponding fee adjustment. The designer shall prepare and submit all required drawings to Facility Planning and Control in AutoCAD in the format specified in the "Instructions to Designers for AutoCAD Drawings Submittal". The funds available for construction are approximately \$833,334.00 with a fee of approximately \$64,790.00. Contract design time is 180 consecutive calendar days; including 60 days review time. Thereafter, liquidated damages in the amount of \$150.00 per day will be assessed. Further information is available from Mr. Douglas Lee, University of Louisiana Systems, 1201 N. Third Street, 7th Floor, Baton Rouge, LA 70802 (225) 342-6950.

11. Hurricane Katrina Repairs to Various Buildings - Camp Nichols, New Orleans, LA, Project No. 01-107-05B-13, Part MB.

This project consists of providing Architect-Engineer Services for the preparation of contract documents for the hurricane and tornado repairs to three structures damaged by Hurricane Katrina and a recent tornado. Also, included is scope alignment with the FEMA project worksheets. The Camp Nichols Armory buildings were constructed in 1947, 1951 and 1956 respectively and are older than 45 years old; therefore, appropriate coordination with State and Federal Historic Officials is required during all phases of the repair of these facilities. The intent is to restore the buildings to functioning facilities for public use while maintaining the original features (both exterior and interior) of the buildings. As part of this project, the A & E Design Team will be required to perform a structural analysis on each building. The Design team shall also be required to verify existing conditions and prepare measured drawings of each facility as existing drawings are not available. There may be some archeologically sensitive areas within the area that will need to be discussed and coordinated with the Louisiana National Guard at the beginning of the project. The designer shall propose hazard mitigation opportunities and shall implement them as directed. This project is partially funded by the Federal Emergency Management Agency and their participation and oversight is expected in all phases of this project. The designer shall prepare and submit all required drawings to Facility Planning and Control in AutoCAD in the format specified in the "Instructions to Designers for AutoCAD Drawings Submittal". The funds available for construction are approximately \$830,258.00 with a fee of approximately \$99,339.00. Contract design time is 60 consecutive calendar days; including 15 days review time. Thereafter, liquidated damages in the amount of \$125.00 per day will be assessed. Further information is available from LTC Bill Aldridge - Camp Beauregard, P. O. Box 34, Pineville, LA 71360 (318) 641-5774.

12. Hurricane Katrina Repairs and Restoration of the Military Museum and Associated Structures, Jackson Barracks, New Orleans, LA, Project No. 01-107-05B-13, Part MC.

This project consists of providing Architect-Engineer Services for the preparation of contract documents for the hurricane repair and restoration to four (4) museum structures damaged by Hurricane Katrina. The scope includes programming, FEMA scope validation, design, contract development, bidding and

tion. Documents will be considered to be "complete, coordinated and ready for bid" only if the advertisement for bid can be issued with no further corrections to the Documents. Design time will not necessarily end at the receipt of the initial Construction Documents Phase submittal by Facility Planning and Control. Any re-submittals required to complete the documents will be included in the design time.

In addition to the statutory requirements, professional liability insurance covering the work involved will be required in an amount specified in the following schedule. This will be required at the time the designer's contract is signed. Proof of coverage will be required at that time.

SCHEDULE LIMITS OF PROFESSIONAL LIABILITY

Construction Cost	Limit of Liability
\$0 to \$1,000,000	\$500,000
\$1,000,000 to \$10,000,000	\$1,000,000
\$10,000,000 to \$20,000,000	\$1,500,000
\$20,000,000 to \$50,000,000	\$3,000,000
Over \$50,000,000	To be determined

Applicant firms should be familiar with the above stated requirements prior to application. The firm(s) selected for the project(s) will be required to sign the state's standard Contract Between Owner and Designer. When these projects are financed either partially or entirely with Bonds, the award of the contract is contingent upon the sale of bonds or the issuance of a line of credit by the State Bond Commission. The State shall incur no obligation to the designer until the Contract Between Owner and Designer is fully executed.

THE SMALL ENTREPRENEURSHIP PROGRAM: Applicants may be qualified to participate in the Small Entrepreneurship Program (The Hudson Initiative) and are encouraged to consider participation. Information is available on the Facility Planning & Control website at: <http://www.dca.louisiana.gov/fpc/fpc.htm>

Firms will be expected to have all the expertise necessary to provide all architectural services required by the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction for the projects for which they are applying. Unless indicated otherwise in the project description, there will be no additional fee for consultants.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY FACILITY PLANNING AND CONTROL OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE SELECTION BOARD MEETING.

Applications shall be delivered or mailed to:

**LOUISIANA ARCHITECTURAL SELECTION BOARD
c/o FACILITY PLANNING AND CONTROL**

Deliver: 1201 North Third Street
Claiborne Office Building
Seventh Floor, Suite 7-160
Baton Rouge, LA 70802
Mail: Post Office Box 94095
Baton Rouge, LA 70804-9095

The tentative meeting date for the Louisiana Architectural Selection Board is Thursday, April 12, 2007 at 10:00 AM at The Claiborne Bldg., 1201 N. Third Street, Room 1-136C, Baton Rouge, LA 70802.

March 15, 2007



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FPC Selection Boards ARCHITECTURAL SERVICES WANTED

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1. Armed Forces Reserve Center and Field Maintenance Shop, Baton Rouge, LA, Project No. 0220179A, Part 01.

The New Armed Forces Reserve Center (AFRC) and Field Maintenance Shop (FMS) will be required to house members of the Louisiana National Guard, US Army Reserve, and US Marine Corps Reserve, as well as provide ground vehicle maintenance support to regional units. This facility has a combined overall strength of 1090 personnel including 80 full time and provides maintenance support for approximately 200 military vehicles. This new AFRC will provide administrative, training, and storage areas. In addition, the new Maintenance Facility will provide administrative, maintenance work bays, and storage/supply areas. The readiness center will be built around a central assembly hall, lockers, classrooms and administrative offices. Other facility components such as learning center, break area, kitchen, toilets/showers,

5774.

[Click here to see a list of applicants who have applied for this project](#)

4. Demolition and Replacement of Gaslight Apartments, New Orleans, LA , Project No. 01-1076-05B-13, Part Q6.

This project consists of a new apartment complex of approximately 200 units in two story attached townhouses. The anticipated configuration will be 80 one bed room units, 90 two bedroom units and 30 three bedroom units totaling 178,000 square feet. Community facilities will also be part of the project. Demolition of the apartment buildings on the site will be included. The designer shall prepare and submit all required drawings to Facility Planning and Control in AutoCAD in the format specified in the "Instructions to Designers for AutoCAD Drawings Submittal". The funds available for construction are approximately \$21,360,000.00 with a fee of approximately \$1,620,814.00. Contract design time is 180 consecutive calendar days; including 60 days of review time. Thereafter, liquidated damages in the amount of \$1,000.00 per day will be assessed. Further information is available from Mr. Keith Cunningham - LHFA, 2415 Quail Drive, Baton Rouge, LA 70808 (225) 763-8700.

[Click here to see a list of applicants who have applied for this project](#)

5. Classroom Community Education Building, Louisiana State University - Eunice, LA, Project No. 19-605-06B-01, Part 01.

Project will construct a new building of approximately 46,580 gross square feet and is made up of classrooms, multipurpose rooms, faculty offices, academic storage/support areas, conference rooms, lounge area and support spaces. The Percent for Art program will apply to this project and the designer will cooperate with the selected artist to incorporate the artwork into the design of the building. The designer shall prepare and submit all required drawings to Facility Planning and Control in AutoCAD in the format specified in the "Instructions to Designers for AutoCAD Drawings Submittal". The funds available for construction are approximately \$7,386,700.00 with a fee of approximately \$601,252.00. Contract design time is 360 consecutive calendar days; including 120 days of review time. Thereafter, liquidated damages in the amount of \$500.00 per day will be assessed. Further information is available from Mr. Jim Howell - University Architect, Louisiana State University, 3810 W. Lakeshore Drive # 109, Baton Rouge, LA 70808 (225) 578-2264.

consecutive calendar days; including 0 days of review time. Thereafter, liquidated damages in the amount of \$75.00 per day will be assessed. Further information is available from LTC Bill Aldridge - Camp Beauregard, P.O. Box 34, Pineville, LA 71360 (318) 641-5774.

[Click here to see a list of applicants who have applied for this project](#)

GENERAL REQUIREMENTS APPLICABLE TO ALL PROJECTS:

Applicants are advised that design time ends when the Documents are "complete, coordinated and ready for bid" as stated in to Article 3.3.1 4) of the Capital Improvements Projects Procedure Manual for Design and Construction. Documents will be considered to be "complete, coordinated and ready for bid" only if the advertisement for bid can be issued with no further corrections to the Documents. Design time will not necessarily end at the receipt of the Initial Construction Documents Phase submittal by Facility Planning and Control. Any re-submittals required to complete the documents will be included in the design time.

In addition to the statutory requirements, professional liability insurance covering the work involved will be required in an amount specified in the following schedule. This will be required at the time the designer's contract is signed. Proof of coverage will be required at that time.

SCHEDULE

LIMITS OF PROFESSIONAL LIABILITY

<u>Construction Cost</u>	<u>Limit of Liability</u>
\$0 to \$1,000,000	\$500,000
\$1,000,000 to \$10,000,000	\$1,000,000
\$10,000,000 to \$20,000,000	\$1,500,000
\$20,000,000 to \$50,000,000	\$3,000,000
Over \$50,000,000	To be determined

Applicant firms should be familiar with the above stated requirements prior to application. The firm(s) selected for the project(s) will be required to sign the state's standard Contract Between Owner and Designer. When these projects are financed either partially or entirely with Bonds, the award of the contract is contingent upon the sale of bonds or the issuance of a line of credit by the State Bond Commission. The State shall incur no obligation to the designer until the Contract Between Owner and Designer is fully executed.

Firms will be expected to have all the expertise necessary to provide all architectural services required by the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction for the projects for which they are applying. Unless indicated otherwise in the project description, there will be no additional fee for consultants.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY FACILITY PLANNING AND CONTROL OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE SELECTION BOARD MEETING.

Applications shall be delivered or mailed to :

LOUISIANA ARCHITECTURAL SELECTION BOARD

c/o FACILITY PLANNING AND CONTROL

**1201 North Third Street
Claiborne Office Building
Deliver : Seventh Floor, Suite 7-160
Baton Rouge, LA 70802**

**Mail : Post Office Box 94095
Baton Rouge, LA 70804-9095**

The tentative meeting date for the Louisiana Architectural Selection Board is **Thursday, April 12, 2007 at 10:00 AM at The Claiborne Bldg., 1201 N. Third Street, Room 1-136C , Baton Rouge, LA 70802.**

[Return to FPC Selection Board Home](#) [Print Friendly Version](#)

EXHIBIT C

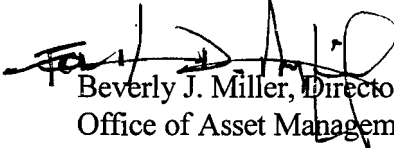


U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

OFFICE OF HOUSING

MAR - 5 2008

MEMORANDUM FOR: Michael B. Backman, Director
Denver Multifamily Hub, 6AHML

FROM: 
Beverly J. Miller, Director
Office of Asset Management, HTG

SUBJECT: Gaslight Square Apartments
New Orleans, LA
Deed Restrictions

We have reviewed your request to amend the deed restrictions to allow for the construction of a Senior Village for the property formally known as Gas Light Square Apartments. Gaslight Square Apartments was purchased by the Louisiana Housing Finance Agency (LHFA) on September 29, 1995, for \$1.00 in a Property Disposition sale, with a 30-year Deed Use Restriction. The property was razed due to severe damage from Hurricane Katrina, but the Deed Restrictions remain intact. The restrictions covered 270 family rental units, with 75 of the units restricted for persons or families with low and moderate incomes at or below eighty (80) percent of the area median income.

I approve the recommendations made by you in your memorandum of February 27, 2008. Specifically by modifying the deed restrictions to incorporate the following:

1. The rental units be reduced from 270 to 224
2. The vendee is allowed to designate the 224 rental units to be occupied by near elderly households age 55 or older to qualify as a Senior Village under 25 CFR 100.305; however vacant units may be rented to other eligible households if:
 - The property has more than 80 percent of the rental units occupied by eligible Near Elderly households age 55 or older and
 - No Near Elderly households are available to fill the vacant units

For purposes of amending the definition of clientele:

3. Families, elderly including near elderly age 55 or older, or handicapped individuals with adjusted annual gross incomes at or below eighty (80) percent of the median income for the area. (Definition of clientele.)

If you have any questions, please contact Norman Dailey of my staff at (202) 402-8371 or email at Norman.Dailey@hud.gov.



U.S. Department of Housing and Urban Development

Fort Worth Regional Office, Region VI
Fort Worth Multifamily PD Center
801 Cherry Street, Unit #45, Ste. 2500
Fort Worth, TX 76102
www.hud.gov

APR 30 2008

Mr. Roger J. Tijerino
Louisiana Housing Finance Agency
2415 Quail Drive
Baton Rouge, Louisiana 70808

Dear Mr. Tijerino:

**SUBJECT: Gaslight Square Apartments
Amendment to Cash Sale Deed**

Enclosed is the amendment to the Cash Sale Deed, executed on behalf of the Department of Housing and Urban Development, for recordation. Please return a recorded copy for our files. The recorded copy should be returned to the Fort Worth Office, to my attention.

We consider the redevelopment of Gaslight Apartments as a vital link to the rebuilding of New Orleans in this post-Katrina era. If you have any questions or need any additional assistance, please contact me at (817) 978-5802 or Ms. Cherry Kirby, Senior Realty Specialist, at (817) 978-5804.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ruth E. Pompa".

Ruth E. Pompa
Director
Fort Worth Multifamily PD Center

Enclosure (1)

RECEIVED
MAY 01 2008
LOUISIANA HOUSING
FINANCE AGENCY

**Gaslight Square Apts.
Project Number 064-35124
New Orleans, LA**

AMENDMENT

TO

CASH SALE DEED

On September 29, 1995, the United States Secretary of Housing and Urban Development transferred and conveyed the property described on the attached Exhibit A (the Property) to the Louisiana Housing Finance Agency by a Cash Sale Deed.

In order to revise the Cash Sale Deed for the Property, the Vendor has agreed that the Cash Sale Deed is hereby amended as follows:

1. The Provision entitled Rental or Cooperative Use is revised to read as follows:

The present owner covenants that an apartment project consisting of 224 units will be constructed on the Property and maintained as rental housing until September 29, 2025 (the Restricted Period).

During the Restricted Period, the owner of the property may not market dwelling units for any purpose other than rental housing without the Vendor's prior written approval.

The Vendor agrees that the present owner is allowed to designate the 224 rental units to be occupied by near elderly households age 55 or older in order to qualify as a housing facility or community under 24 CFR 100.305; however vacant units must be rented to other eligible households if:

The Property has more than 80 percent of the rental units occupied by eligible near elderly households age 55 or older and no near elderly households are available to fill the vacant units.

2. Paragraph 1 of the Provision entitled "Occupancy by Low-and-Moderate-Income Persons or Families" is revised to read as follows:
 1. The Purchaser covenants that seventy-five (75) units in the Property, shall be maintained as housing for low-and-moderate-income persons or families, which shall be defined as follows:

Families, elderly including near elderly age 55 or older, or handicapped individuals with annual adjusted gross incomes at or below eighty (80) percent of the medium income for the area.

Except as set forth herein, the Cash Sale Deed shall remain in full force and effect.

This amendment is to be effective as of the 1st day of MAY 2008.

Secretary of Housing and Urban Development

By: Ruth E. Pompa
Ruth E. Pompa, Director
Fort Worth Multifamily PD Center

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF TARRANT)

On this 30th day of April, 2008, before me appeared Ruth E. Pompa, personally known to be the duly appointed person who executed the aforesaid instrument dated as of May 1, 2008, for the purpose and consideration therein expressed.



Carol D. Horton

Notary Public in and
for Tarrant County, Texas

My Commission expires: September 1, 2009

Owner:
Louisiana Housing Finance Agency

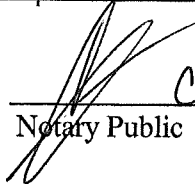
By: Milton J. Bailey
Milton J. Bailey
04/23/08

ACKNOWLEDGEMENT BY OWNER

STATE OF LOSUISIANA)

PARRISH OF East Baton Rouge)

On this 23rd day of April, 2008, before me appeared Milton J Bailey, personally known to be the duly appointed person who executed the aforesaid instrument dated as of April 23, 2008, 2008, for the purpose and consideration therein expressed.


Christine Bratkowski
Notary Public #27781

My Commission expires: death

**AFTER RECORDING, RETURN TO:
RUTH POMPA
DEPT. OF HUD
801 CHERRY STREET, Unit #45, Ste. 2500
FORT WORTH, TX 76102**

GASLIGHT SQUARE APTS.

EXHIBIT "A"

Located in Orleans Parish, Louisiana, to-wit:

A certain portion of ground situated in the Third Municipal District, City of New Orleans, in Section 23 of the LaKrat Tract (formerly New Orleans Lakeshore Land Company Subdivision), shown as Lot "5-C-2", more particularly described as follows, to-wit:

Begin at a point on the south line of Interstate Highway I-10, 80.02' east of Benson Canal measured along the south line of Interstate Highway I-10; thence along the south line of Interstate Highway I-10 N 64 deg. 18 min. 13 sec. E, a distance of 400.09' to the division line between Lots "5-C-2" and "5-D"; thence along said division line S 26 deg. 55 min. 05 sec. E, a distance of 1298.44' to the north line of proposed route 64; thence along the said north line S 78 deg. 59 min. 40 sec. W, a distance of 415.94' to the east line of Lot 5-C-1; thence along said east line, which is 80' east of and parallel to the east line of Benson Canal N 26 deg. 55 min. 05 sec. W, a distance of 1192.93' to the south line of Interstate Highway I-10 and the point of beginning. Containing 11.439 acres.

All in accordance with survey of resubdivision plan prepared by J. J. Krebs & Sons, Inc. approved by the City Planning Commission on August 16, 1972 and filed of record as a title change on August 17, 1972 in C.O.B. 713, folio 356.



Louisiana Housing Finance Agency

KATHLEEN BABINEAUX BLANCO
GOVERNOR

MILTON J. BAILEY
PRESIDENT

2415 QUAIL DRIVE
BATON ROUGE, LOUISIANA 70808
(225) 763-8700
FAX (225) 763-8710
TTY/TDD (225) 763-8762

August 24, 2007

Art Wells
Director, Louisiana Multifamily Program Center
U.S. Department of Housing and Urban Development
500 Poydras Street 9th Floor
New Orleans, Louisiana 70130

Dear Mr. Wells:

Please receive this letter as a formal request for project variances as it relates to Gas Light Square Apartments 8800 I-10 Service Road New Orleans Louisiana 70127.

As you are aware, Gas Light Square is an apartment complex located in an area designated as New Orleans East. This property is owned and operated by Louisiana Housing Finance Agency. The property was purchased from HUD under a special program and subject to certain restrictions in use and occupancy. Currently the property is inoperable due to damage received during Hurricane Katrina.

As a result of the damages received, the property has been deemed a total loss. Funds have been secured to rebuild Gas Light Square, with the goal of continuing its mission of providing safe, decent and affordable housing opportunities for the New Orleans community.

In our attempts to continue to meet the needs of the community as well as respond to the directives contained in the purchase agreement for Gas Light Square, we humbly submit the following requests for variances:

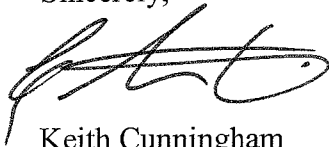
1. We request permission to allow the new units designed and placed on the Gas Light Square Apartment Complex site to be made available for home ownership opportunities.
2. We request permission to adjust the design and unit mix of the apartment complex in an attempt to address the changing population post Katrina.

3. We request permission to reduce the total number of units currently at the site, again to address the needs of the changing population post Katrina.
4. We request permission to designate the primary use of the complex and dedicate it as a Senior Village, to address the housing needs for seniors in the community.

In the event that any of the aforementioned variations are allowable under the current restrictions, we would ask that you advise the agency in writing. Conversely, if the above listed requests are subject to specific and direct permission from HUD please advise accordingly so that we will know how to proceed.

We are currently in the process of conducting a full market study for the area subject to this request. At the completion of that market study, the information gathered will be forwarded to your offices to further supplement our request. In advance of that market study please find enclosed a population study document that may also assist in granting the variance.

Sincerely,



Keith Cunningham
Attorney

Enclosure

EKC/mrb

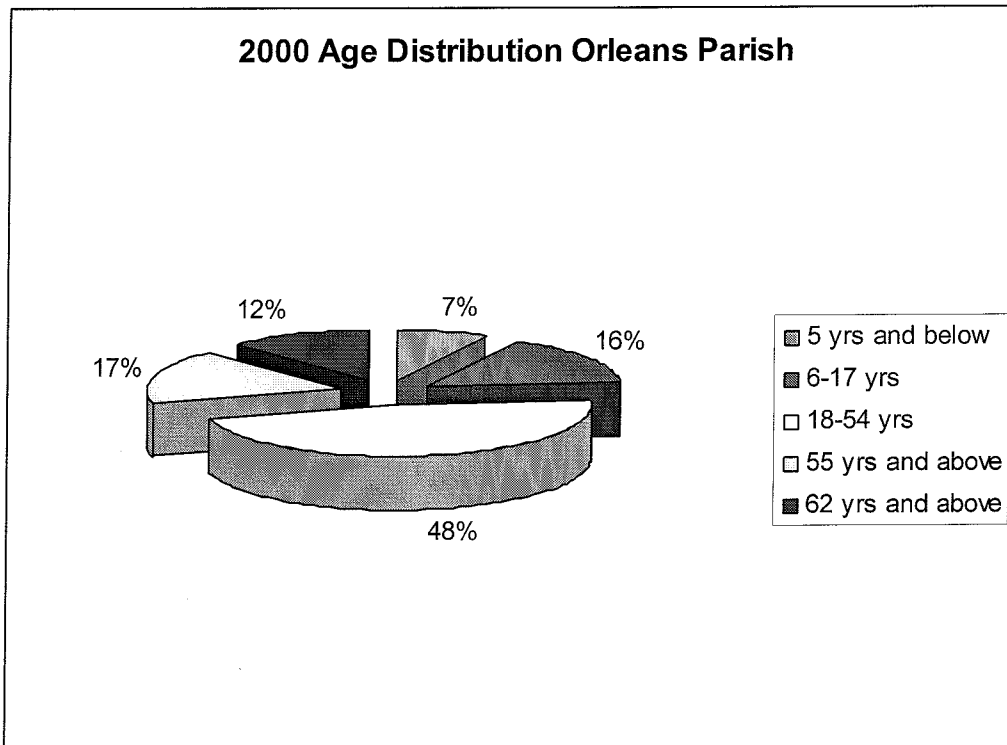
Orleans Parish Housing Study

Population

The New Orleans MSA (metropolitan statistical area) consists of seven parishes Jefferson, Orleans, Plaquemines, St Tammany, Plaquemines, St Bernard, St Charles and St John the Baptist. Immediately following the 2005 hurricane season the population of the New Orleans MSA dropped by approximately 301,000. According to the United States Census Bureau the estimated population for the city of New Orleans as of July 2006 was 223,388 inhabitants, down 53.9% from the Decennial census of 2000.¹

The projected age distribution of Orleans Parish as of 2009 will likely consist of: 9.3% of the total population age 5 or under; 18.1% of the total population 6-17 years of age; 34.5% of the total population 18-54 years of age; 23.2% 55 years and above; 14.9% 62 years and above. The base of the analysis is 2000 Census age demographic dataset (Figure 1) the 2009 projection (Figure 2) indicates an increase in children age 5 or under of approximately 1.3%, a 10.0% decrease in the total population 6-17 years of age, and a 8.5% increase in the total population 55 years and above during the nine year period. Data available for the population ranging from 18 to 54 years of age inconclusive thus resulting in delineating data on the population growth or change. In addition, there was less than a one percent fluctuation in the total population 62 years and above during the nine year period.²

Figure 1. Age Distribution for Orleans Parish as of 2000

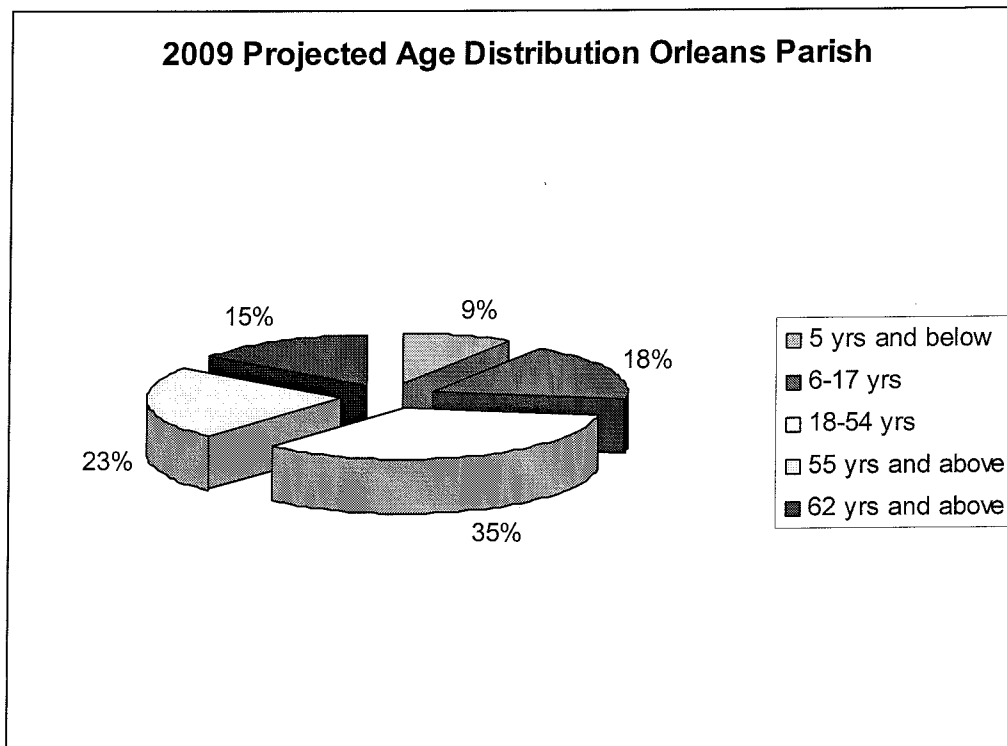


U.S. Census Bureau 2000 Demographic Data

Figure 2. Age Distribution for Orleans Parish 2009 Projection

¹ Annual Estimates of Population Change for Incorporated Places over 100,000, Ranked by Percent Change: July 1, 2005 to July 1, 2006, United States Census Bureau; Internet; available from <http://www.census.gov/popest/cities/SUB-EST2006.html>; accessed 23 July 2007.

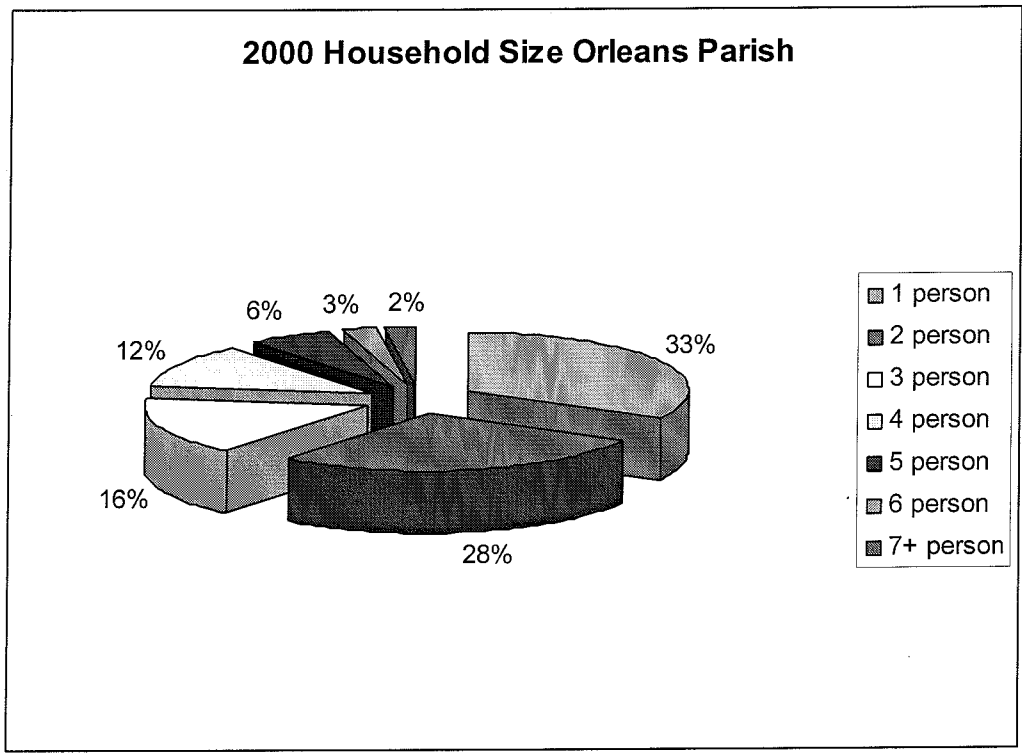
² Demographic Report Orleans Parish, LHFA; Internet; available from <http://webapps5.lhfa.state.la.us/website/launchJurisdictionReports.aspx?JurisVal1=Orleans&JurisGrpBy1=dbo.trefJurisdiction.parishName&JurisField1=parishName&JurisVal2=Nothing&JurisGrpBy2=Nothing&JurisField2=Nothing&title=%20Parish:%20Orleans&type=D>; accessed 23 July 2007.



GCR & Associates Inc.

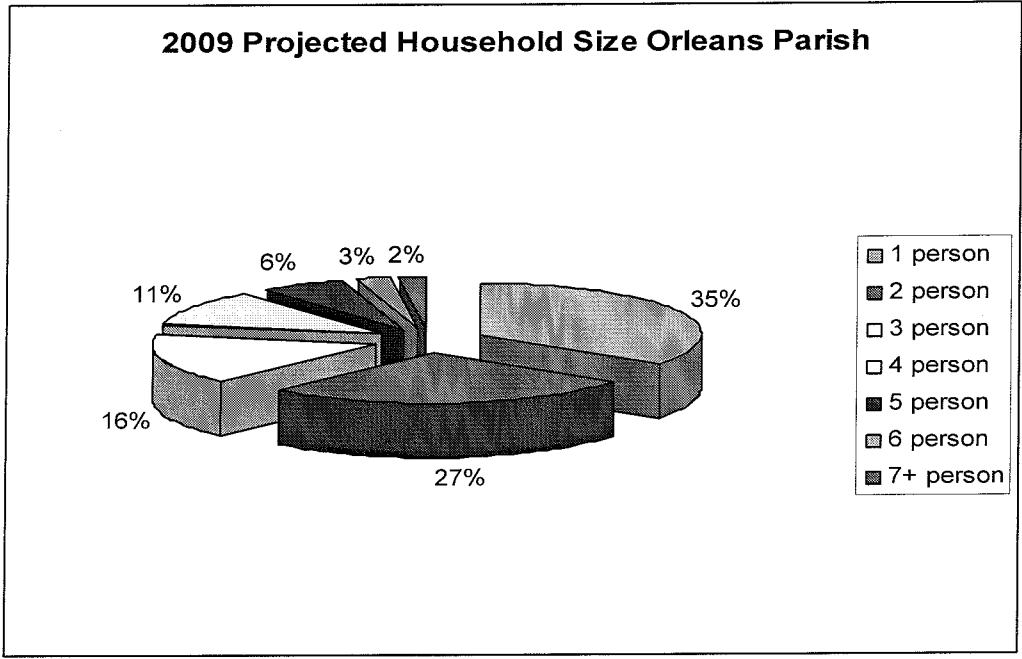
The projected household size of Orleans Parish as of 2009 will likely consist of: 35.1% single person households; 27.1% two person households; 15.9% three person households; 11.4% four person households; 6.0% five person households; 2.5% of six person households; 2.0% of 7+ person households. The base of the analysis is 2000 Census demographic dataset (Figure 3) 2009 projection (Figure 4) indicates a 21.4% increase in single person households, a 11.6% increase in two person households, a 11.4% in three person households, a 11.0% increase in four person households, a 11.3% increase in five person households, a 11.6% increase in six person households, and a 12.0% increase in 7+ person households.

Figure 3. Household Size for Orleans Parish as of 2000



U.S. Census Bureau 2000 Demographic Data

Figure 4. Household Size Orleans Parish 2009 Projection



GCR & Associates Inc.

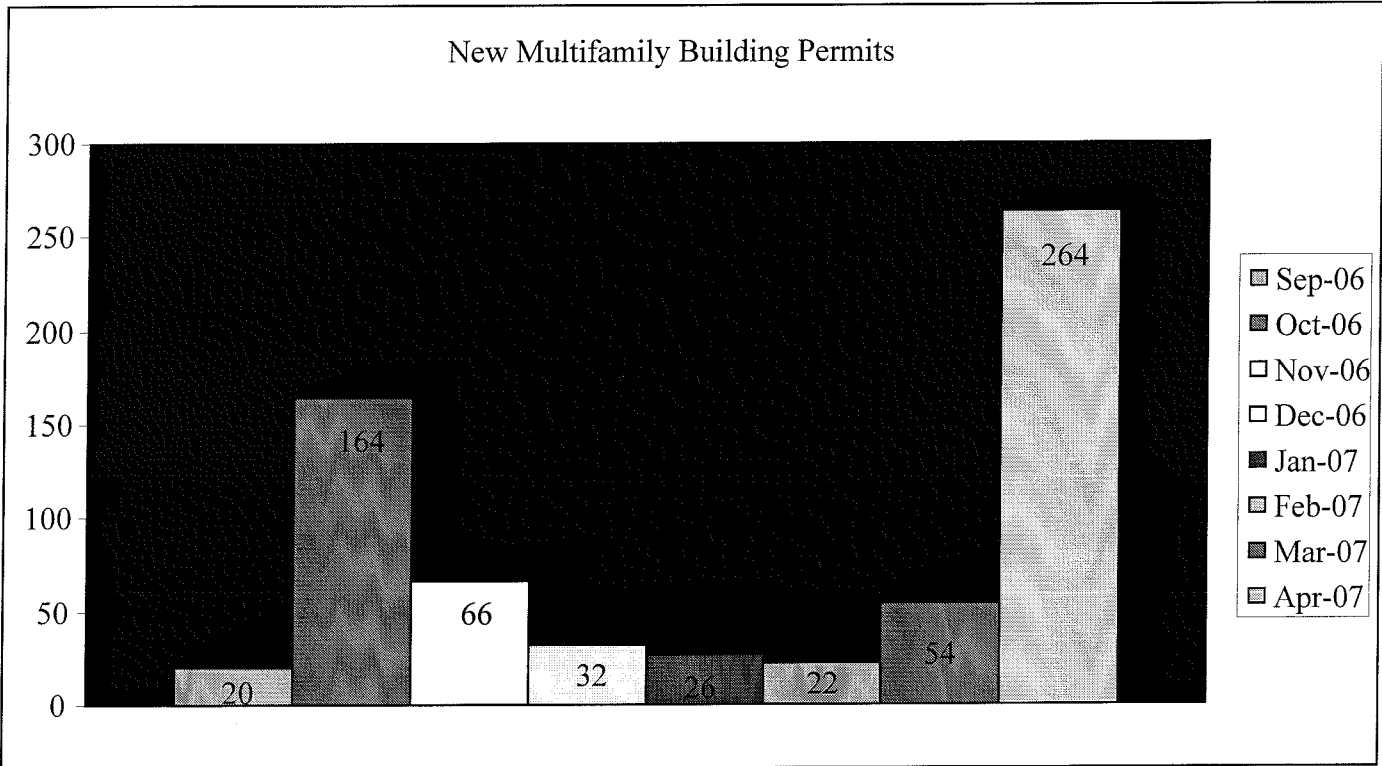
Housing

The New Orleans MSA (metropolitan statistical area) consists of seven parishes that create five housing market areas or HMAs. Those parishes are Jefferson, Orleans, St Tammany, the combined parishes of Plaquemines and St Bernard and the combined parishes of St Charles and St John the Baptist. The subsequent loss of population in Orleans HMA reduced the HMAs population by more than 28%.

During the 2005 hurricane season more than 114,000 rental housing units in the New Orleans MSA were destroyed or severely damaged. The estimated number of rental units destroyed or deemed uninhabitable in the HMA's is 93,000 in Orleans, 14,000 in Jefferson and 400 in St. Tammany. Orleans and Jefferson HMA's have experienced strong rental absorption and rent increases, ranging from 16-29%.³

According to HUD's Comprehensive Housing Market Analysis of the New Orleans-Metairie, Kenner area renter households are not returning to the MSA at a rate comparable to that of owner households primarily because of a lack of available rental units. The HUD analysis is dated September 1, 2006. In order to give a more up to date view of Orleans parish, the following chart (Figure 5) portrays the months following the completion of the HUD report, indicating the number of building permits issued in Orleans Parish from September 2006 to April 2007.

Figure 5. New Multi-Family Residential Building Permits Orleans Parish September 2006 through April 2007



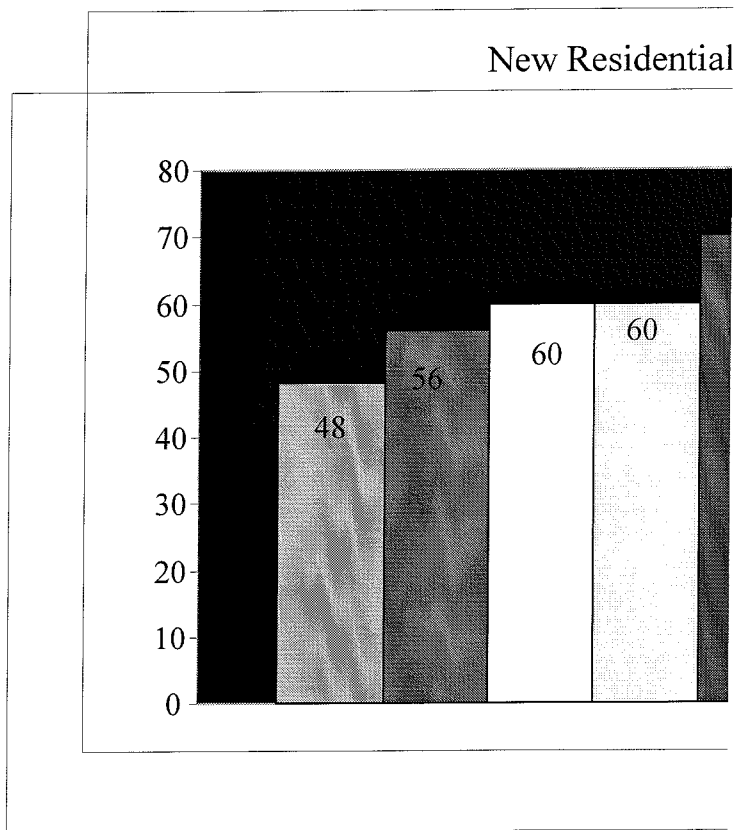
Local economic improvements contribute to increase in demand of residential units reducing the supply of available homes, thus increasing the average sales price of single family units. The average home sales price was up more than 14% in the year following Hurricanes Katrina and Rita. As of September 2006 the average home sold for approximately \$224,600, with a 30 year mortgage with a five year arm 6.25% interest rate and 6.815% APR the monthly cost of this home would be \$1,383 before utilities were included. The Bureau of Labor Statistics estimates the median family income as of September 2006 at approximately \$52,300. Given the area median family income mortgage alone would place this hypothetical family would expend at least 33% of its monthly income on housing.

Economy

There have been job gains in Orleans Parish, the unemployment rate as of April 2007 was approximately 4.0% or 6,287 individuals. Whereas the unemployment rate pre Katrina was approximately 9% in the Orleans MSA, the unemployment rate as of April 2007 for

³ New Orleans-Metairie-Kenner, Louisiana, Comprehensive Housing Market Analysis; internet; available from http://www.huduser.org/Publications/PDF/CMAR_NewOrleansLA_07.pdf; accessed 18 July 2007.

the Orleans MSA was approximately 3.8% or 19,258 individuals. Both are less than average for the state of Louisiana measuring approximately 4.3% of the states workforce as unemployed and the national average of 4.5% of its total workforce as unemployed.⁴



⁴ Labor Force Size, Katrina Index; Internet; available from <http://www.gnocdc.org/KI/KatrinaIndex.pdf>; accessed 18 July 2007.



Louisiana Housing Finance Agency

KATHLEEN BABINEAUX BLANCO
GOVERNOR

MILTON J. BAILEY
PRESIDENT

December 11, 2007

2415 QUAIL DRIVE
BATON ROUGE, LOUISIANA 70808
(225) 763-8700
FAX (225) 763-8710
TTY/TDD (225) 763-8762

Mr. Art Wells, Director
Louisiana Multifamily Program Center
US Department of Housing and Urban Development
500 Poydras Street, 9th Floor
New Orleans, Louisiana 70130

RE: GASLIGHT SQUARE APARTMENTS

Dear Mr. Wells:

In a letter dated September 24, 2007, LHFA requested several variances to construction work at the existing Gaslight Square Apartments located at 8800 I-10 Service Road, New Orleans, Louisiana 70127 due to damages caused by Hurricane Katrina. The letter was signed by Mr. Keith Cunningham and asked for the following:

1. Permission to allow the new units to be made available for home ownership opportunities.
2. Permission to adjust the design and unit mix to address the post Katrina population.
3. Permission to reduce the total number of units, again to address the needs to the post Katrina population.
4. Permission to designate the primary use of the complex as a "Senior Village."

LHFA received a response in the form of a letter dated September 28, 2007. The letter was signed by you, and asked for supportive information for each of the four variances as follows:

1. State the number of units for sale.
2. State the LHFA's recommended design and mix of units.
3. State the number of units that LHFA will develop.
4. Provide details about the Senior Village.

Addressing each of the issues:

1. The units will no longer be offered for sale.
2. The unit mix will consist of 80 single-family residential cottages, and 144 apartments.
3. There will be 224 total units, in addition to "community support services" such as laundry and retail services.
4. Although attached you will find a preliminary site analysis, program, and budget for the Senior Village, the concept is based on the following information:

Statement of the Problem:

Elderly residents in New Orleans and Saint Bernard were particularly affected by Katrina since the stock of affordable senior housing all but disappeared. In addition, the contiguous communities were also adversely affected. This problem is illustrated by the *"Unified New Orleans Plan for Recovery and Rebuilding"* by stating that seniors 55 and older in Districts 9, 10, & 11 (which encompass Eastern New Orleans) have an immediate need for housing; highlighting LHFA as a potential partner in the creation of senior housing units. Through this project, LHFA will create a "senior village" that will be a combination of independent and congregate living.

In Katrina's wake, most displaced residents were adamant about going back home, but today many are telling family, friends, and case managers that the reality of lost neighborhoods, demolished homes, dispersed family, lack of transportation, and the closing of medical facilities have caused them to rethink where they would like to settle. Elderly residents also face the following problems:

- Access to adequate medical care to treat chronic health conditions that require both primary health care and specialists.
- Isolation from health care and community services since many do not have access to private and/or public transportation.
- Support in accessing social services such as SSI, in addition to aging network services for which many qualify but are unaware of their existence and availability.
- Fear of trailer-park neighbors.
- Needed assistance in filling out the "Road Home" application, filing insurance claims, and FEMA disaster forms, making follow-up phone calls (many can no longer afford cell phones), and hiring contractors to reconstruct their homes.
- Depression and anxiety resulting from being uprooted from life-long homesteads, family, friends, and community neighbors.

So displaced residents in New Orleans, the elderly in particular, face three major obstacles:

- A lack of affordable housing.
- A lack of a supportive and healthy community.
- A lack of a social and medical "safety-net."

Proposed Solution:

To address the problem, the Louisiana Housing Finance Agency (LHFA) will build a "Senior Village" in Eastern New Orleans that will be composed of 144 apartments. In addition, LHFA will construct 80 single-family residences for citizens currently housed in temporary FEMA trailers. The project's location will be an 11.5-acre site currently identified as "Gaslight Square Apartments." To address the myriad of social issues mentioned above, LHFA will partner with a not-for-profit such as Catholic Charities of the Archdiocese of New

Orleans (CCANO) to provide those social services that will assure a healthy and vibrant community. The idea is to “bring the community back” so that the residents -- particularly the elderly -- are integrated into a “working neighborhood;” a community that will include basic services such as transportation, laundry facilities, and food services. The community will include commercial services with retail shops such as a neighborhood grocery store.

The Traditional Neighborhood Concept: The senior village will be based on the concept known as Traditional Neighborhood Developments (TNDs). TNDs incorporate most of the initiatives that are now commonly identified as “Sustainable and/or Green Design.” The basic concept is to develop a community where social interaction is encouraged through the use of front-porches, sidewalks, and common recreational areas such as parks and/or playgrounds, so that a TND community includes the following attributes:

- Compact, walkable neighborhoods.
- Clearly defined civic spaces that include small retailers that support the local residents.
- Interconnected streets, with few (if any) parking lots that are placed away from “sight lines.”
- A mix of housing options.
- Green/Recreational spaces.

The Structures: The community will include a five-story structure of about 144 individual apartments located in levels two thru five. The first floor will include common areas with support activities such as food services, a visitor’s center, and a chapel. The commercial component will include about 15,000 square feet of retail space -- preference will be given to retailers who are also residents of the development. The single family residences will include 80 “Louisiana Cottages,” each on individual lots.

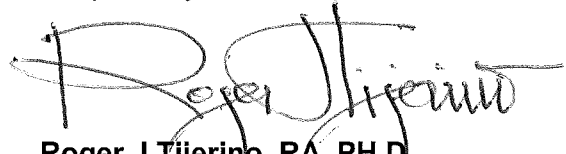
Proposed Program:

- Over 3,000 elderly currently living in FEMA trailer parks in Louisiana have been severely impacted by not only losing their homes but by also losing extended families, connections to life-long neighbors, communities, social supports and health care providers. Our proposed community offers elderly residents a new start that goes beyond providing them wrap-around social services as it will foster human connectivity. It has been proven that this type of holistic approach to elderly housing nurtures and enhances the quality of life of each resident.
- Catholic Charities of the Archdiocese of New Orleans (CCANO) will help in the effort to solicit applications from elderly, FEMA Trailer Park residents to relocate to the senior village. CCANO will conduct a geriatric assessment and relocation plan for every applicant to assure that their needs can be met and are appropriate for independent living. CCANO will also help to design and develop resident services for the returning seniors.

Letter to Art Wells (continued)
HUD La. Multifamily Program Center
December 11, 2007
Page 4 of 4

In closing, this project presents an opportunity to implement a holistic approach to housing elderly citizens. A venue for consolidated social support will be created by the generation of a concentrated setting, rather than being dispersed among a wide variety of trailer parks. It becomes more efficient to expedite and triage services to this highly vulnerable special needs group when they are in one place, especially during emergencies and disasters. There is a vast and extremely well organized "aging network" nationwide that can be marshaled to provide on-site geriatric assessments and bring services to displaced older people in this type of consolidated village setting. Beyond the community services offered, the elderly themselves can provide social and emotional support to each other. Moreover, they can be spared from the physical and emotional hardship of relocating from one emergency shelter and trailer park to another by being offered permanent housing within a village community setting from which they can start again to spend the rest of their lives in peace from the very onset of the disaster that has caused their displacement.

Respectfully,

A handwritten signature in black ink, appearing to read "Roger Tijerino". The signature is fluid and cursive, with a large initial "R" and "T".

Roger J Tijerino, RA, PH.D.
Louisiana Housing Finance Agency
2415 Quail Drive
Baton Rouge, Louisiana 70808
225.763.8879

RJT:beb

Enclosures

Land Use Plan

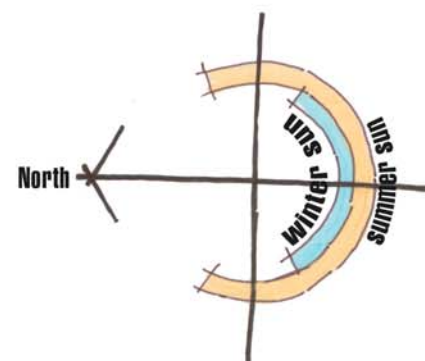
Gaslight Apartments, New Orleans East, La.

State ID # 01-107-05B-13 Part AQ



07020

6.63



Cost Opinion
Louisiana Housing Finance Agency
Gaslight Development
Summation

Holly & Smith Architects APAC

State Project Number: 01-107-05B-13, Part AQ
Cost Opinion Summation

Congregate Living Facility / Retail Complex / Independent Living	\$	27,491,443.09		
Retail Complex	\$	2,426,314.18		
Independent Living	\$	12,212,141.90		
Site Infrastructure	\$	3,000,000.00		
Site Signage	\$	75,000.00		
Entry Elements & LEED Site Initiatives	\$	200,000.00		
Irrigation System	\$	205,000.00		
Subtotal	\$	45,609,899.17		
Design Fees Asst Liv / Retail / I.L.	\$	3,301,099.00	HAS	Project # 01-107-05B-13, Part AQ
Demolition of Existing Buildings	\$	591,823.00	Durr	Project # 01-107-05B-13, Part Q6
Design Fees / Demolition	\$	53,617.00	HAS	Project # 01-107-05B-13, Part Q6
FF&E	\$	901,800.00		Congregate Living & Community Center
FF&E Design Fees	\$	54,108.00		Congregate Living & Community Center
LEED Certified Design Fee Upcharge	\$	456,098.99		
LEED Certification from USGBC	\$	8,969.23		Done By USGBC
LEED Commissioning	\$	342,074.24		Third Party (includes documentation)
Other Costs				
Geotechnical (Soil Borings)	\$	19,200.00	Eustis	Project # 01-107-05B-13, Part AQ
Site Survey	\$	18,500.00	Krebbs	Project # 01-107-05B-13, Part AQ
Site Survey Post Demolition	\$	4,000.00	Krebbs	Project # 01-107-05B-13, Part AQ
Debris Removal	\$	73,000.00	Diamond	Project # 01-107-05B-13, Part 28
Fence Repairs & Installation	\$	29,960.00	Diamond	Project # 01-107-05B-13, Part 28
Mold & Asbestos Abate Design	\$	150,885.20	US Risk	Project #01-107-05B-13, Part 06
Mold & Asbestos Abatement	\$	2,851,809.14	Zimmer	Project #01-107-05B-13, Part 06
Contract for Design of Repair	\$	437,505.90	Perez	Project #01-107-05B-13, Part 06
Total Development Cost	\$	54,904,348.87		

Cost Opinion
Congregate Living Facility

Holly & Smith Architects APAC

State Project Number: 01-107-05B-13, Part AQ

Projected Total Area		150,036		
Description	Cost / SF	Extension	Per Cent	
General Conditions				
All General Requirements	\$ 11.00	\$ 1,650,391.60	6.00%	
Site work				
All Site Work Assoc. W/ Building	\$ 9.00	\$ 1,350,320.40	4.91%	
Foundations				
All Foundations	\$ 18.00	\$ 2,700,640.80	9.82%	
Exterior Closure				
All Exterior Walls / Structure	\$ 43.33	\$ 6,501,042.55	23.65%	
Insulation & Fireproofing				
All	\$ 2.30	\$ 345,081.88	1.26%	
Interior Millwork & Trim				
All	\$ 2.10	\$ 315,074.76	1.15%	
Doors / Windows / Hardware				
Doors	\$ 1.73	\$ 259,561.59	0.94%	
Windows	\$ 6.35	\$ 952,726.06	3.47%	
Hollow Metal & Hardware	\$ 3.18	\$ 477,113.21	1.74%	
Interior Partitions				
Metal Studs & Drywall	\$ 25.27	\$ 3,791,399.61	13.79%	
Finishes				
All	\$ 9.82	\$ 1,473,349.59	5.36%	
Specialties				
Blinds	\$ 0.28	\$ 42,009.97	0.15%	
Specialties	\$ 1.30	\$ 195,046.28	0.71%	
Appliances	\$ 0.90	\$ 135,032.04	0.49%	
Special Construction				
Elevator	\$ 0.75	\$ 112,526.70	0.41%	
Mechanical				
Plumbing	\$ 6.35	\$ 952,726.06	3.47%	
HVAC	\$ 13.00	\$ 1,950,462.80	7.09%	
Electrical				
Electrical	\$ 13.50	\$ 2,025,480.60	7.37%	
Special Systems	\$ 1.50	\$ 225,053.40	0.82%	
Subtotal	\$	25,455,039.90	92.59%	
Contingency				
Inflation	3%	\$ 763,651.20	2.78%	
Contingency	5.0%	\$ 1,272,751.99	4.63%	
Total Congregate Living Facility	\$	27,491,443.09	100.00%	

**Cost Opinion
Retail Complex**

Holly & Smith Architects APAC

State Project Number: 01-107-05B-13, Part AQ

Projected Total Area		15,840			
Description	Cost / SF	Extension	Per Cent		
General Conditions					
All General Requirements	\$ 12.00	\$ 190,080.00	8.46%		
Site work					
All Site Work Assoc. W/ Building	\$ 10.00	\$ 158,400.00	7.05%		
Foundations					
All Foundations	\$ 19.00	\$ 300,960.00	13.40%		
Exterior Closure					
All Exterior Walls / Structure	\$ 40.00	\$ 633,600.00	28.20%		
Insulation & Fireproofing					
All	\$ 1.60	\$ 25,344.00	1.13%		
Interior Millwork & Trim					
All	\$ -	\$ -	0.00%		
Doors / Windows / Hardware					
Doors	\$ 1.73	\$ 27,403.20	1.22%		
Windows	\$ 4.00	\$ 63,360.00	2.82%		
Hollow Metal & Hardware	\$ 2.00	\$ 31,680.00	1.41%		
Interior Partitions					
Metal Studs & Drywall	\$ 16.00	\$ 253,440.00	11.28%		
Finishes					
All	\$ 4.00	\$ 63,360.00	2.82%		
Specialties					
Blinds	\$ -	\$ -	0.00%		
Specialties	\$ 1.50	\$ 23,760.00	1.06%		
Special Construction					
Elevator	\$ -	\$ -	0.00%		
Mechanical					
Plumbing	\$ 10.00	\$ 158,400.00	7.05%		
HVAC	\$ 8.00	\$ 126,720.00	5.64%		
Electrical					
Electrical	\$ 11.00	\$ 174,240.00	7.76%		
Special Systems	\$ 1.00	\$ 15,840.00	0.71%		
Subtotal		\$ 2,246,587.20	100.00%		
Contingency					
Inflation	3%	\$ 67,397.62	3.00%		
Contingency	5.0%	\$ 112,329.36	5.00%		
Total Retail Complex		\$ 2,426,314.18	100.00%		

**Cost Opinion
Independent Living**

Holly & Smith Architects APAC

State Project Number: 01-107-05B-13, Part AQ

Projected Total Area		90,388			
Description	Cost / SF	Extension	Per Cent		
General Conditions					
All General Requirements	\$ 12.00	\$ 1,084,656.00	9.59%		
Site work					
All Site Work Assoc. W/ Building	\$ 10.00	\$ 903,880.00	7.99%		
Foundations					
All Foundations	\$ 16.00	\$ 1,446,208.00	12.79%		
Exterior Closure					
All Exterior Walls / Structure	\$ 26.00	\$ 2,350,088.00	20.78%		
Insulation & Fireproofing					
All	\$ 1.10	\$ 99,426.80	0.88%		
Interior Millwork & Trim					
All	\$ 8.00	\$ 723,104.00	6.39%		
Doors / Windows / Hardware					
Doors	\$ 2.50	\$ 225,970.00	2.00%		
Windows	\$ 1.50	\$ 135,582.00	1.20%		
Hardware	\$ 0.50	\$ 45,194.00	0.40%		
Interior Partitions					
Drywall	\$ 8.00	\$ 723,104.00	6.39%		
Finishes					
All	\$ 7.00	\$ 632,716.00	5.60%		
Specialties					
Blinds	\$ 0.35	\$ 31,635.80	0.28%		
Specialties	\$ 1.50	\$ 135,582.00	1.20%		
Appliances	\$ 1.90	\$ 171,737.20	1.52%		
Special Construction					
Elevator	\$ -	\$ -	0.00%		
Mechanical					
Plumbing	\$ 12.00	\$ 1,084,656.00	9.59%		
HVAC	\$ 6.00	\$ 542,328.00	4.80%		
Electrical					
Electrical	\$ 9.75	\$ 881,283.00	7.79%		
Special Systems	\$ 1.00	\$ 90,388.00	0.80%		
Subtotal		\$ 11,307,538.80	100.00%		
Contingency					
Inflation	3%	\$ 339,226.16	3.00%		
Contingency	5.0%	\$ 565,376.94	5.00%		
Total Single Family		\$ 12,212,141.90	100.00%		

Program
Louisiana Housing Finance Agency
Gaslight Development
Congregate Living Facility / Retail Complex / Independent Living
 State Project Number: 01-107-05B-13, Part AQ

Holly & Smith Architects APAC

6-Dec-07

Program Summation

Congregate Living Facility 1st Floor	30,903.60
Congregate Living Facility 2nd Floor	29,783.00
Congregate Living Facility 3rd Floor	29,783.00
Congregate Living Facility 4th Floor	29,783.00
Congregate Living Facility 5th Floor	29,783.00
Retail Complex	15,840.00
Single Family (Independent Living)	90,388.00
Total Programmed Area	256,263.60

Congregate Living Facility 1st Floor

Main Entry / Reception	quantity	size	extension
Covered Drop / Pickup	1	700	700.00
Porches	1	8000	8,000.00
Waiting	1	160	160.00
Reception	1	120	120.00
Gathering Area	1	500	500.00 Coffee / snacks / seating / reading
Library	1	300	300.00
Public Toilets Men	1	160	120.00
Public Toilets Women	1	160	120.00
Administrative			
Asst. Director	1	150	150.00
Director	1	180	180.00
Marketing	1	150	150.00
Conference	1	250	250.00
Workroom / File Storage	1	300	300.00
Volunteer Coordinator	1	120	120.00
Copy Room	1	100	100.00
Break Room	1	100	100.00
Services			
Salon	1	200	200.00
Mail	1	200	200.00
Health Clinic	1	600	600.00 exam, consult
Nursing Office	1	140	140.00
Nursing Storage	1	48	48.00
Wellness Center	1	500	600.00
Dining	1	2000	2,000.00
Serving / Prep	1	250	250.00
Kitchen	1	600	600.00
Kitchen Receiving	1	200	200.00
Kitchen Storage	1	200	300.00
Kitchen Laundry Facilities	1	80	80.00
Kitchen Cooler / Freezer	2	80	148.00
Kitchen Manager's Office	1	100	100.00
Dish wash	1	250	250.00
Lounge	1	300	300.00
Chapel	1	500	500.00
Game Room	1	300	300.00
Craft Room	1	300	300.00
Elevator	2	60	240.00
Elevator Machine Room	1	80	160.00
Janitor's Closet	2	60	120.00
Trash Room	1	120	120.00 For trash chute
Maintenance	1	300	400.00
Community Center			
Community Meeting Room	1	1500	1,500.00
Toilets Men	1	144	144.00
Toilets Women	1	144	144.00
Office for Director	1	160	160.00
Storage	1	300	300.00
Lobby	1	300	300.00
Subtotal			22,074.00
Burden		40%	8,829.60
Total			30,903.60

Congregate Living Facility 2nd Floor			
living Units			
1 Bedroom Apartment	36	600	21,600.00
Common Areas			
Storage	1	400	400.00
Common Congregational Area	2	200	400.00
Staff Station	1	200	200.00
Laundry Room	1	150	150.00
Housekeeping	1	80	80.00
Maintenance	1	80	80.00
Subtotal			22,910.00
Burden		30%	6,873.00
Total			29,783.00

Congregate Living Facility 3rd Floor			
living Units			
1 Bedroom Apartment	36	600	21,600.00
Common Areas			
Storage	1	400	400.00
Common Congregational Area	2	200	400.00
Staff Station	1	200	200.00
Laundry Room	1	150	150.00
Housekeeping	1	80	80.00
Maintenance	1	80	80.00
Subtotal			22,910.00
Burden		30%	6,873.00
Total			29,783.00

Congregate Living Facility 4th Floor			
living Units			
1 Bedroom Apartment	36	600	21,600.00
Common Areas			
Storage	1	400	400.00
Common Congregational Area	2	200	400.00
Staff Station	1	200	200.00
Laundry Room	1	150	150.00
Housekeeping	1	80	80.00
Maintenance	1	80	80.00
Subtotal			22,910.00
Burden		30%	6,873.00
Total			29,783.00

Congregate Living Facility 5th Floor			
living Units			
1 Bedroom Apartment	36	600	21,600.00
Common Areas			
Storage	1	400	400.00
Common Congregational Area	2	200	400.00
Staff Station	1	200	200.00
Laundry Room	1	150	150.00
Housekeeping	1	80	80.00
Maintenance	1	80	80.00
Subtotal			22,910.00
Burden		30%	6,873.00
Total			29,783.00

Retail Complex			
Lease Space			
Tenant Leasable Space	16	900	14,400.00 900 sf = 1-30' x 30' module
Outside Covered	1	1440	1,440.00 Covered Entries
Subtotal			15,840.00
Burden		0%	0.00
Total			15,840.00

Single Family (Independent Living)			
Living	1	250	250.00
Dining	1	92	92.00
Kitchen	1	80	80.00
Bedroom	1	165	165.00
Bedroom	1	120	120.00
Utility Room	1	56	56.00
Bath	1	56	56.00
Subtotal			819.00
Burden		15%	122.85
Porch			188.00
Total Area Per Unit			1,129.85
Total	80	1130	90,388.00



Catholic Charities
Archdiocese of New Orleans

1000 Howard Avenue
New Orleans, LA 70113-1916
phone (504) 523-3755
fax (504) 523-2789
www.ccano.org

December 6, 2007

Roger J. Tijerino, RA, Ph. D.
Louisiana Housing Finance Agency LHFA
2415 Quail Drive
Baton Rouge, LA 70808

Dear Roger,

Please know of Catholic Charities' full support of the LHFA's plans to develop a senior village in New Orleans East.

We believe, as does the agency, that there is a great need for affordable housing and services for the senior of this area. We are looking forward to assisting the agency in the program planning and service delivery for these returning seniors. We salute the leadership of the agency in taking on this critical project.

We are certain that HUD officials will be fully supportive of your plans.

Please let us know if there is any additional information that we can provide to you.

Thanks and God bless,

James R. Kelly
Co-President & CEO

JRK/sp

EXHIBIT D

August 18, 2008

Complex for senior citizens touted in east N.O.

Compromise developed in clash over apartments

Saturday, August 16, 2008

By David Hammer

Now an empty field off Interstate 10, the site once was home to the Gaslight Square apartments, a symbol of pre-Katrina landlord neglect.

On Friday, Louisiana's housing agency vowed to turn the 11.5-acre eastern New Orleans location into something out of "The Truman Show," a self-contained, gated and government-owned community for seniors.

It even has a fancy new name, invoking the architect's vision of plush gardens raised to waist level so wheelchair-bound residents can tend to them: Village de Jardin.

The planned complex, scheduled to be ready for tenants in 2010, reflects a compromise that emerged from a bitter struggle last year.

That's when there was about \$80 million in federal financing available for redevelopment, but only if the state replaced Gaslight's public housing unit-for-unit and kept all the buildings for the same uses.

The Louisiana Housing Finance Agency was prepared to replace the 270-unit complex with another high-density development. But state Sen. Ann Duplessis, a Democrat and bank executive, said neighbors were fed up with apartments that become slums and demanded that LHFA replace Gaslight with only single-family homes, federal requirements be damned.

Duplessis and like-minded community activists won out -- sort of. The project will get \$54 million from the feds, instead of \$80 million, but it will include 38 single-family homes and serve only individuals who are at least 55 years old.

The federal Department of Housing and Urban Development agreed to lift use restrictions, letting the state build a new, self-sufficient, walkable community with retail services, such as coffee shops and beauty salons, mixed in with the apartments. And the Federal Emergency Management Agency found enough flexibility in its famously demanding infrastructure repair process to finance the restoration of 224 living units, albeit with significantly less money.

Both Duplessis and LHFA Chairman Wayne Woods signaled their satisfaction with the compromise Friday as they stood under a tent and in front of architectural drawings.

"We said, 'How can we use the funds to bring housing back in an innovative way?' " Duplessis said. "We did have to forfeit a few million dollars, but the investment is what we have here."

Woods added: "I've been to several town-hall meetings where I was called a slumlord. Well, not that I had to prove anything, but I hope this proves my commitment to this community."

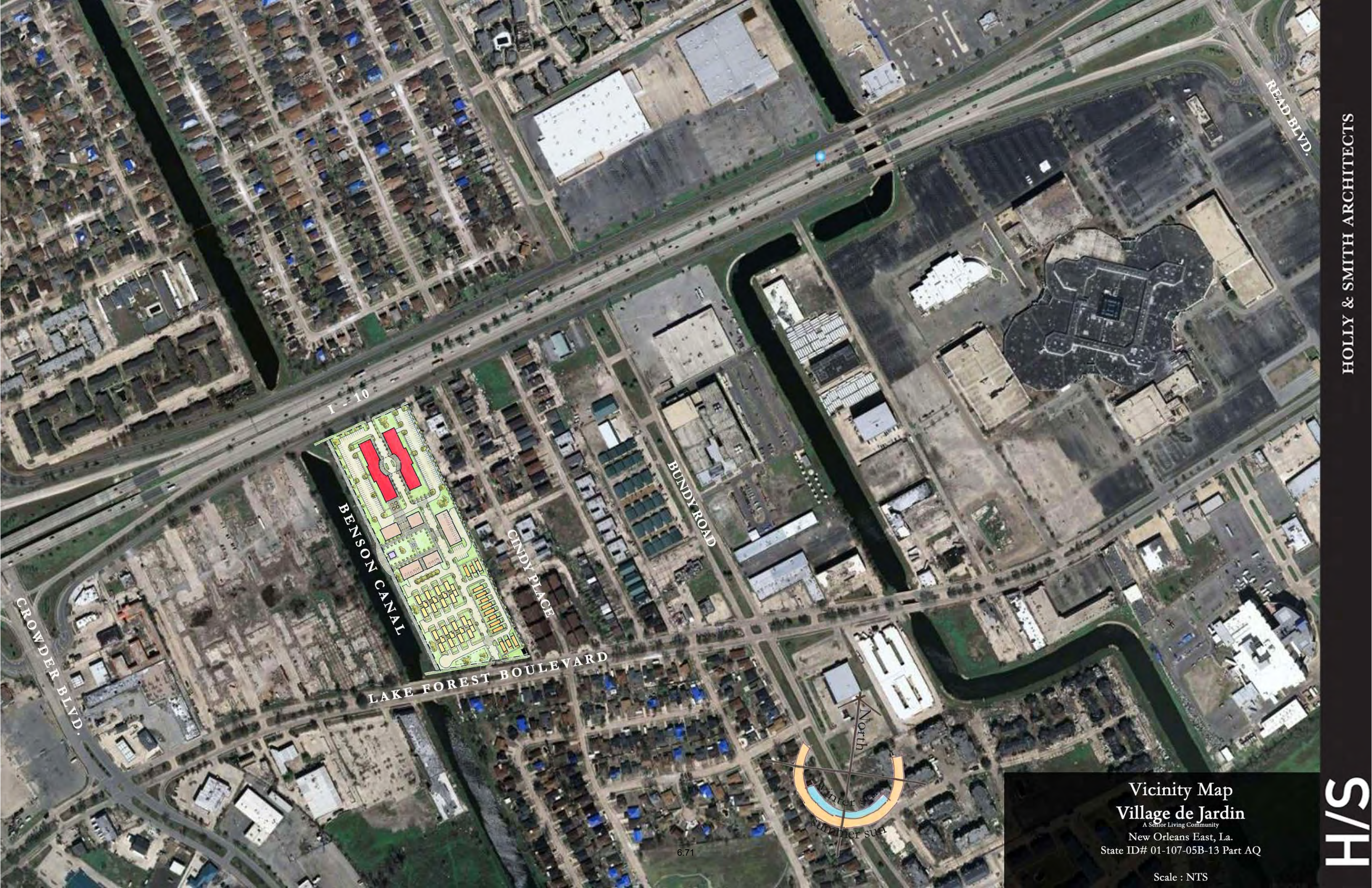
Private developers had let the Gaslight apartments deteriorate to the point that HUD foreclosed on the property and sold it to the state for \$1 in 1995. The LHFA wanted to sell the property several times until Katrina forced its closure.

"Katrina did a lot to us, but it also did a lot for us: It allows us to design new communities," Duplessis said. "I believe this project is going to be among the best of what God has in store for us."

Architect Jeffrey Smith said the 11.5-acre site was challenging because it's much smaller than similar New Urbanism-style developments, such as ones seen in Seaside, Fla., and River Ranch in Lafayette. But he was able to replace 31 crammed apartment buildings with 38 single-family cottages, 42 apartments in six multistory buildings surrounding a community green and 144 one- and two-room units in two large elder care facilities.

The idea is that everything a resident could need would be within walking distance, including a health clinic and an education and life-skills training center in the elder care facilities. The LHFA wants to make the training center the first in a network of Louisiana Renaissance Resource Centers in its various subsidized housing developments -- a place where nonprofits will offer various services to residents.

"It's like going back in time and seeing how the French Quarter was before the automobile was built and ruined our lives," Smith said.



I - 10

BENSON CANAL

CINDY PLACE

BUNDY ROAD

LAKE FOREST BOULEVARD

READ BLVD.

CROWDER BLVD.



6.71

Vicinity Map Village de Jardin

A Senior Living Community
New Orleans East, La.
State ID# 01-107-05B-13 Part AQ

Scale : NTS



- Congregate Living & Services (144 Units)
- Single Family Carpet Homes (24 Units)
- Single Family Garden Homes (14 Units)
- Mixed Use / Single Family Apartments (42 Units)
- Civic

HOLLY & SMITH ARCHITECTS



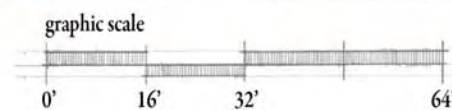
SITE PLAN

Village de Jardin
 A Senior Living Community
 New Orleans East, La.
 State ID# 01-107-05B-13 Part AQ

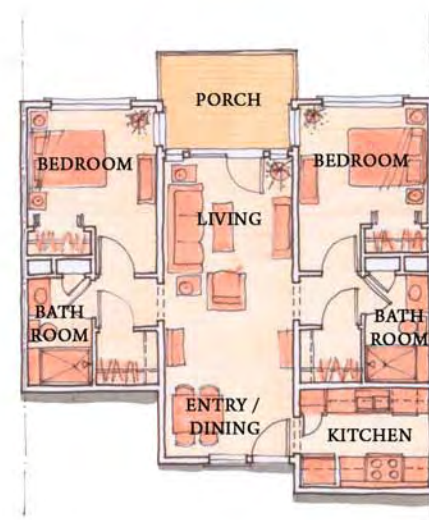
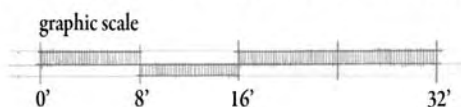
H/S



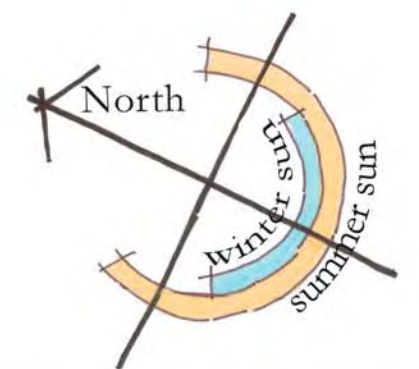
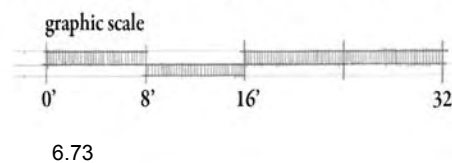
**CONGREGATE LIVING FACILITY
EAST WING WEST ELEVATION**



**CONGREGATE LIVING FACILITY
TYPICAL 626 SF 1-BEDROOM
APARTMENT ENLARGED FLOOR PLAN**



**CONGREGATE LIVING FACILITY
TYPICAL 879 SF 2-BEDROOM
APARTMENT ENLARGED FLOOR PLAN**

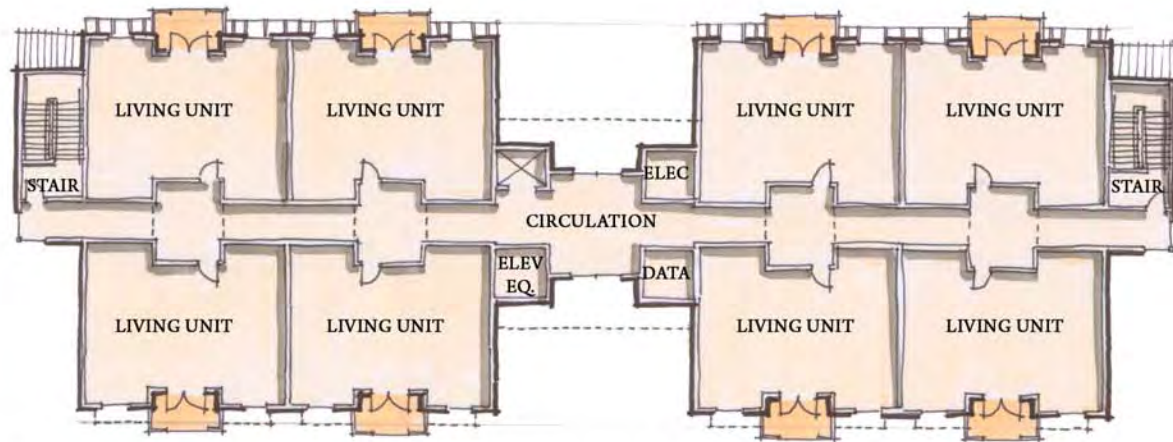


**CONGREGATE
LIVING
FACILITY**

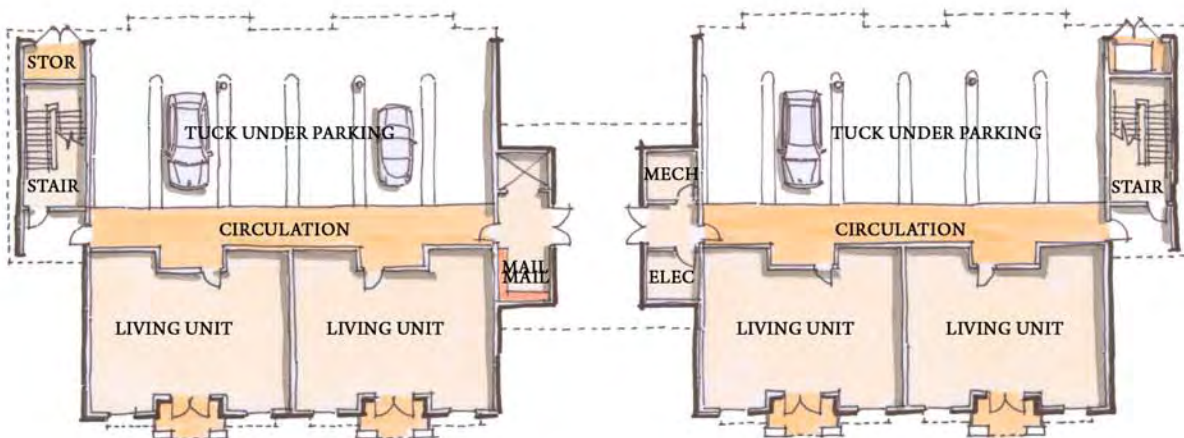
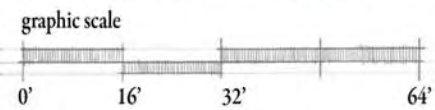
Village de Jardin
A Senior Living Community
New Orleans East, La.
State ID# 01-107-05B-13 Part AQ



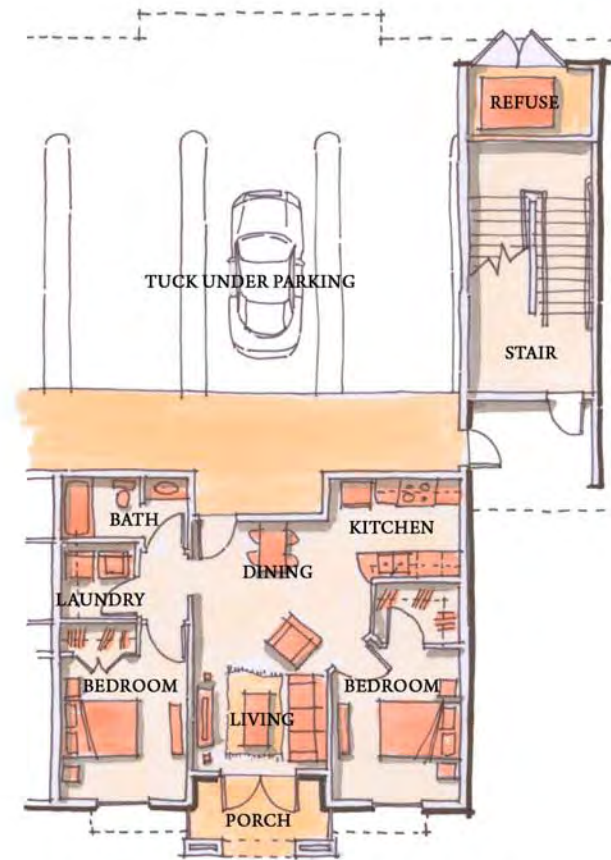
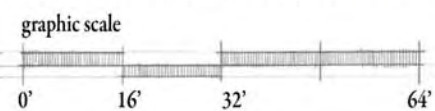
APARTMENT BUILDING "A" - NORTH ELEVATION



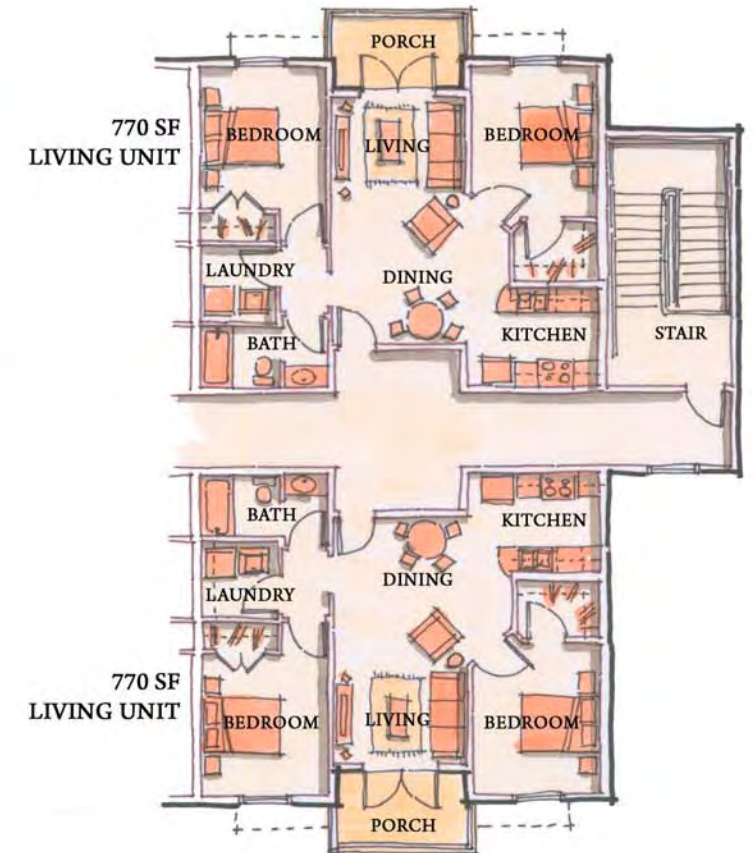
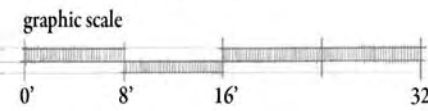
APARTMENT BUILDING "A" - UPPER FLOOR PLAN



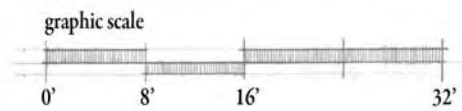
APARTMENT BUILDING "A" - FIRST FLOOR PLAN



APARTMENT BUILDING "A" ENLARGED FIRST FLOOR UNIT PLAN

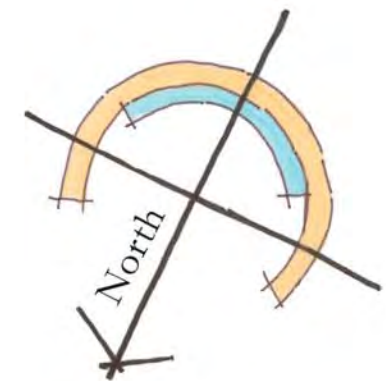


APARTMENT BUILDING "A" ENLARGED SECOND FLOOR UNIT PLANS



APARTMENT BUILDING "A" INFORMATION :

- 12 LIVING UNITS
- 12 PARKING SPACES
- 13,369 S.F. CONDITIONED
- 4,310 S.F. GARAGE
- 17,679 S.F. TOTAL



Village de Jardin
A Senior Living Community

New Orleans East, La.
State ID# 01-107-05B-13 Part AQ

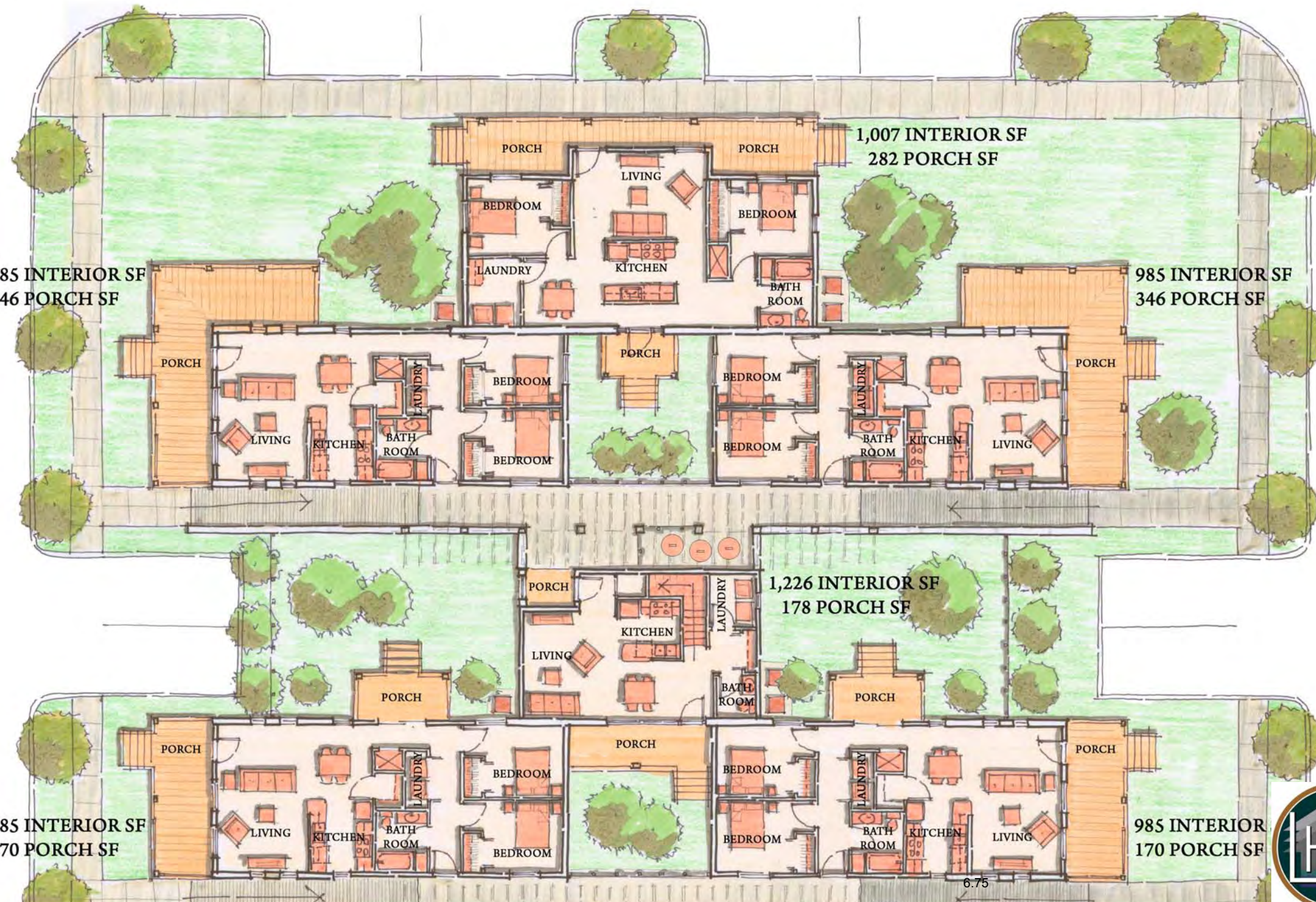
APARTMENT BUILDING "A"



CARPET HOMES WEST ELEVATION



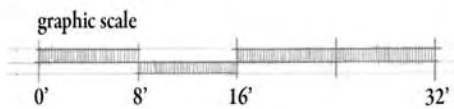
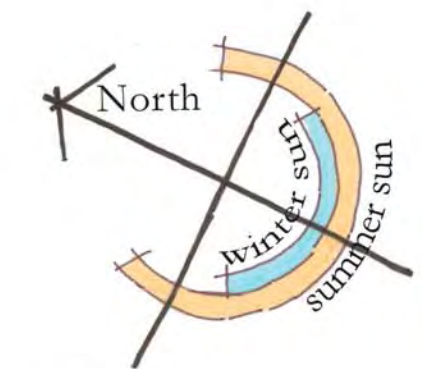
CARPET HOMES SOUTH ELEVATION



CARPET HOMES 1ST FLOOR PLANS



CARPET HOMES 2ND FLOOR PLAN



CARPET
HOMES

Village de Jardin
A Senior Living Community
New Orleans East, La.
State ID# 01-107-05B-13 Part AQ



GARDEN HOME TYPE A
WEST ELEVATION



GARDEN HOME TYPE B
WEST ELEVATION



GARDEN HOME TYPE A
NORTH ELEVATION



GARDEN HOME TYPE B
NORTH ELEVATION

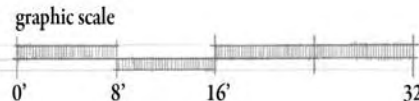
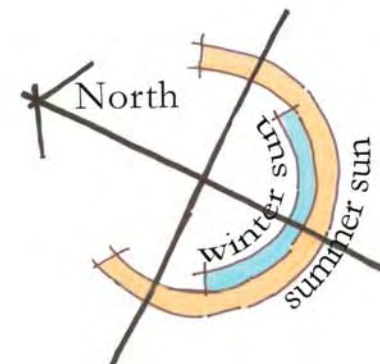


GARDEN HOME PLANS

991 INTERIOR SF
133 PORCH SF

953 INTERIOR SF
143 PORCH SF

937 INTERIOR SF
255 PORCH SF



GARDEN
HOMES

Village de Jardin
A Senior Living Community
New Orleans East, La.
State ID# 01-107-05B-13 Part AQ

LOUISIANA HOUSING FINANCE



EXHIBIT E

Village de Jardin Focus Group Schedule

Week of January 26-30, 2009:

Monday, January 26, 2009:

10:00 a.m. – Milan-Broadmoor & Central City Senior Centers, 2101 Philip Street, NOLA 70175

Thursday, January 29, 2009:

10:00 a.m. – Gentilly Senior Center, Suite C, 4726 Paris Avenue, NOLA 70122

12:30 p.m. – Kingsley House Adult Services, 1600 Constance Street, NOLA 70130

05:30 p.m. – Senator Ann Duplessis' Focus Group, Suite 310, 6600 Plaza Drive, NOLA

Friday, January 30, 2009:

10:00 a.m. – St. Maria Goretti's Catholic Church Focus Group, 7300 Crowder Boulevard, NOLA

Village de Jardin Focus Group Results

I. The Process

Purpose

The purpose of conducting focus groups is two-fold: First, it provides an opportunity for architects and planners to learn about the needs, lifestyles, expectations and preferences of potential residents in order to better inform the built environment and service offerings to the senior living community. Second, it serves as a vital community relations function that fosters local participation in the planning of Village de Jardin. Local residents near the Village, potential residents of the senior living community and local leaders become more invested in and receptive to the endeavor if they have been given an opportunity to review the project at various stages and are offered a venue to share their thoughts.



Boardwalk Perspective

Outreach, Venues and Logistics



H/S

HOLLY & SMITH ARCHITECTS

Ten senior centers and a church group were approached to hold a focus group for residents in New Orleans of 55-years and older who represent a potential resident of the senior living community. Focus groups were targeted at between ten and fifteen persons. Howard Rogers, Executive Director of the New Orleans Council on Aging became our central point of contact authorizing access to ten senior centers in the New Orleans area and the Council's Grandparents Raising Grandchildren support group. Sen. Ann Duplessis who represents the district upon which Village de Jardin is located offered to host a civic and business leader focus group of individuals who live in close proximity of the Village campus.

Logistics of determining time, place, publicity and offering amenities was performed by LHFA staff member Ruth Wesley. Wherever possible, we utilized the "natural occurring groups" formed at senior centers where the target market for Village residents would most likely be available.

One and a half hours was budgeted for each focus group intended to reach anywhere between ten and twenty people per session. All focus groups were held during the week of January 26 through the 30th in New Orleans.

Focus Group Topics for Discussion

Prior to holding the focus groups, Dr. Rhodes, the lead consultant for the focus groups and gerontologist for the development of Village de Jardin prepared a script for the focus groups describing how the project would be presented to participants and what questions would be asked to prompt discussion. Roger Tijerino, AIA, Ph.D., of the Louisiana Housing and Finance Agency and Michael Holly, AIA of Holly and Smith Architects reviewed the content and provided valuable insight to yield the final version of the script.

Participants were shown laminated schematic renderings of the near twelve acre campus, congregate buildings, apartment residencies and single family homes along with a view of the boardwalk alongside the canal. They were given a brief description of space being dedicated for potential retail space, senior center, wellness center and health clinic.

Two major areas of focus were discussed with the participants and are described as follows:

Exploring for sense of place and community

Goal: Gain insights from potential residents as to what they find appealing in a personal residence on a senior living campus and how they view a range of lifestyle factors when residing among a community of older people.

Questions:

1. What does it mean to you to live in a “senior living community?”
 - Explore for any experiences that they or friends have had living in a senior community – what did they like? What would they change?
 - Explore for services and amenities they expect.
 - Explore for reasons why people want to move to senior living communities.

2. What would make you feel safe living on a senior living campus?
 - Explore for desire (or not) of a gated community
 - Explore for desire (or not) of security guards at entrances
 - Explore for desire (or not) of personal alarm systems e.g. fear of stroke or falls and not being able to contact someone.

3. What do you like doing on a porch?
 - Explore for wanting to interact with neighbors (influences where porch is positioned and how private)
 - Explore for other activities e.g. barbequing, relaxing and type of furniture they would place on the porch (influences size).
4. What kind of landscaping would you like to see?
 - Explore for interest in gardening
 - Explore for responses to courtyards, tree lined streets, boardwalk other potential areas for socialization.
 - Explore for interest in using walking paths.
5. In terms of transportation, how many of you have cars?
 - For those of you who do have cars, if you lived at Village de Jardin with accessible public transportation, would you keep your car?
 - Where would you want transportation services to? (Such as bank, grocery store, doctor's office).
 - For those of you without cars, how do you get around now? Where to?
6. Various centers will be offered on the campus and we'd like to get a sense of how you might use them:
 - A senior center may offer daily lunches, is this something that would interest you? How much of a donation do you think is reasonable?
 - What activities would you like to see offered at a senior center?
 - How often would you use the Exercise & Wellness Center?
 - Would you use a "Computer Room" with computers, printers and free internet access? Would you take lessons on how to use a computer and the Internet? Do you have a computer?
 - A Health Clinic will be provided, so health care professionals can offer their services – what kind of services would you like to see?
7. Some retail shops may be located at the Village – what kind of shops would you like to see? (Explore for hair dresser, ATM machines, pharmacy, and convenience store).
8. Some people have thought it might be nice to create a *cul de sac* and private area on the campus of Village de Jardin for Grandmothers Raising Grandkids, since so many grandparents are raising their grandchildren. What do you think about that idea?

- Explore for any concerns over safety (such as teens living on the campus).
- Explore how important age exclusivity is among the market population.

Exploring use of individual space

Goal: Gain insights from potential residents as to their personal lifestyle and how that applies to their use of individual space in an apartment or home:

1. Do you like windows in your front door or would you prefer doors with peep holes?
2. Do you open your windows as a way to bring in fresh air and control the temperature? Do you worry about security when you have your windows open?
3. Do you use ceiling fans?
4. Do you spend time sitting and looking out of your windows, for example from your living room?
5. How much closet space do you currently have? How much do you think you would need?
6. How much do you interact with your neighbors? How important is that to you?

Parameters of the Focus Groups

Four focus groups were organized: three were held at senior centers and a Grandparents Raising Grandchildren support group was held at the New Orleans Council on Aging. Though the hosts were aware that we requested an hour and a half for each group, it was evident that each senior center had other events going on that seniors wanted to also attend. Thus, we trimmed back a set of questions (not shown here) that would have dealt with aesthetics and exterior design of the buildings. This decision was also made because the developmental design specifications by the architects were too far along to benefit from focus group input.

All proceedings were tape recorded by Eva Martinez while Ruth Wesley and Starr Moore of LHFA took notes while Dr. Rhodes facilitated the discussion. Following the proceedings of all five focus groups (four with older people and one with civic leaders) Dr. Rhodes, Ms. Wesley and Ms. Moore de-briefed and reviewed all the major findings emanating from focus group discussions to cross-validate first impressions of the results. Dr. Rhodes reviewed the notes from the de-briefing

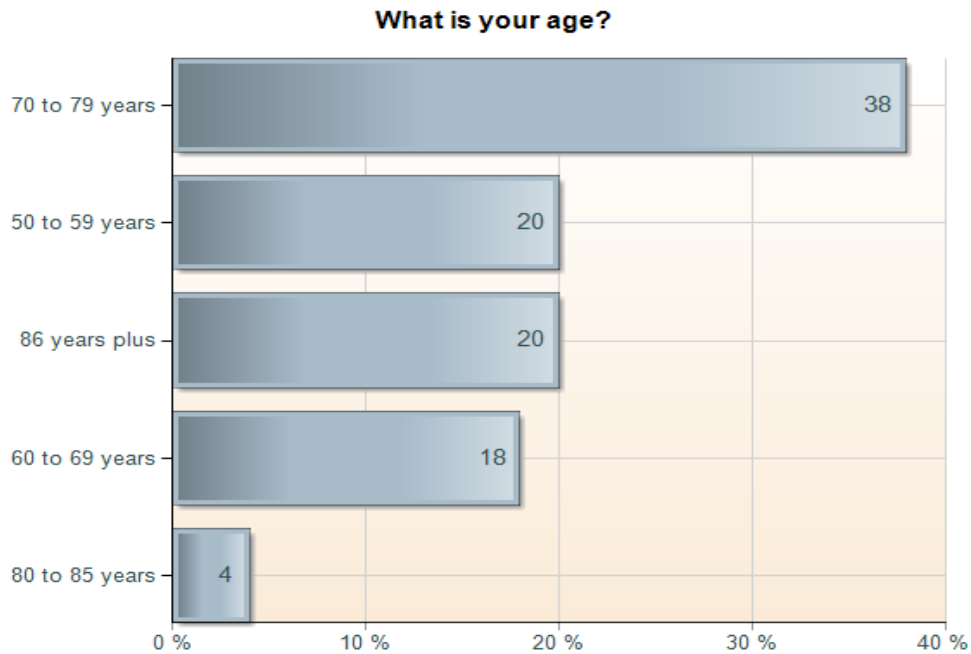
meeting, her personal notes, and listened to all of the tapes to assimilate and synthesize the findings presented in this report.

II. Description and Demographics of Focus Group Participants

At the conclusion of each focus group, each participant was asked to complete a five question profile sheet to gain a better understanding of their pre-Katrina and current living situation, age and interest level in potentially moving to Village de Jardin. They were also given the opportunity to provide their contact information if they wanted to receive updates on the project. In most instances between three and four people left the focus group without filling out the profile sheet. Thus, the actual total number of focus group attendants may be off by a number of ten.

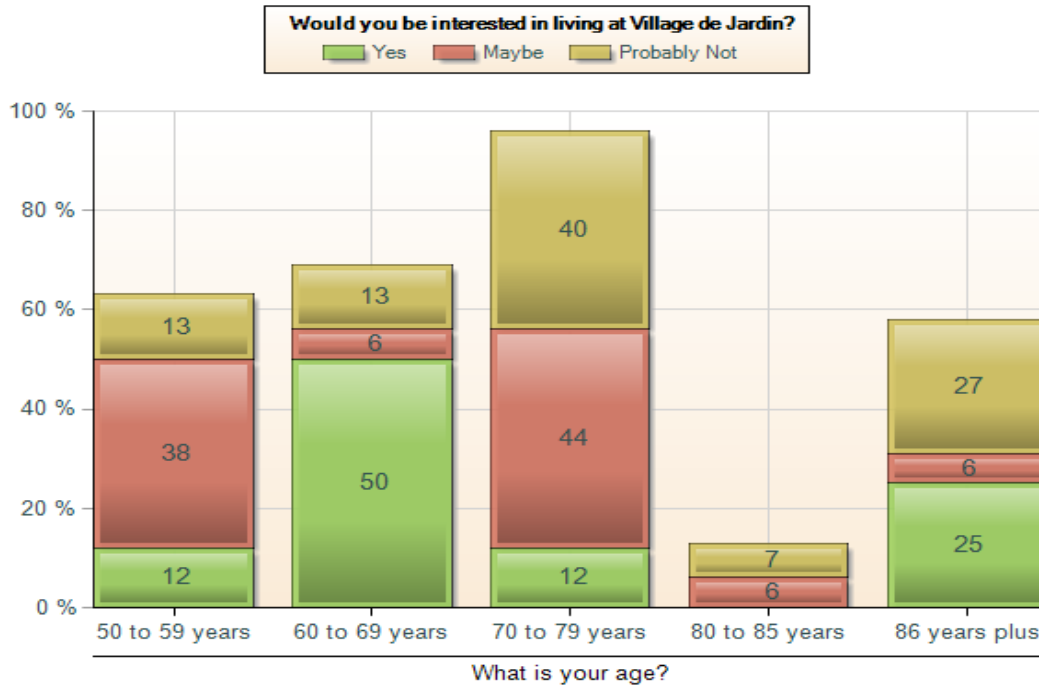
From the profile sheets, this is what is known about the fifty-one people who completed them represent at least 85 percent of all participants.

Age breakdown



The vast majority of the respondents were seventy years and older (62 percent) which is very reflective of a typical senior center population. In addition to this group, a prime age segment for Village de Jardin are those who are younger (50 to 69 years of age) who can look forward to “aging in place” which accounts for more than a third of the respondents.

Age Breakdown and Interest in living at Village de Jardin

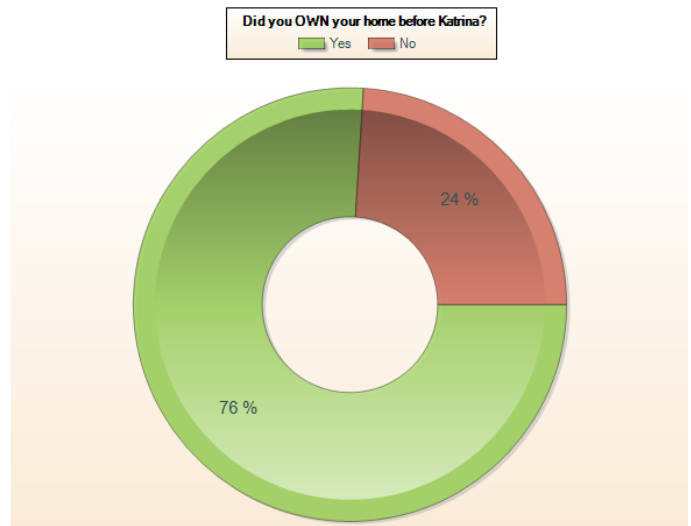


Two age groups showed a significant interest in living at the senior living campus. The first would be considered a prime target for any senior living community – those in their sixties. Half of focus group members in this age group marked, “Yes, I would be interested in living at Village de Jardin.” The other group was at the furthest end of the age spectrum at 86 years plus. One in four of them wanted to live in the safety and comfort of senior living community.

Living conditions pre and post Katrina

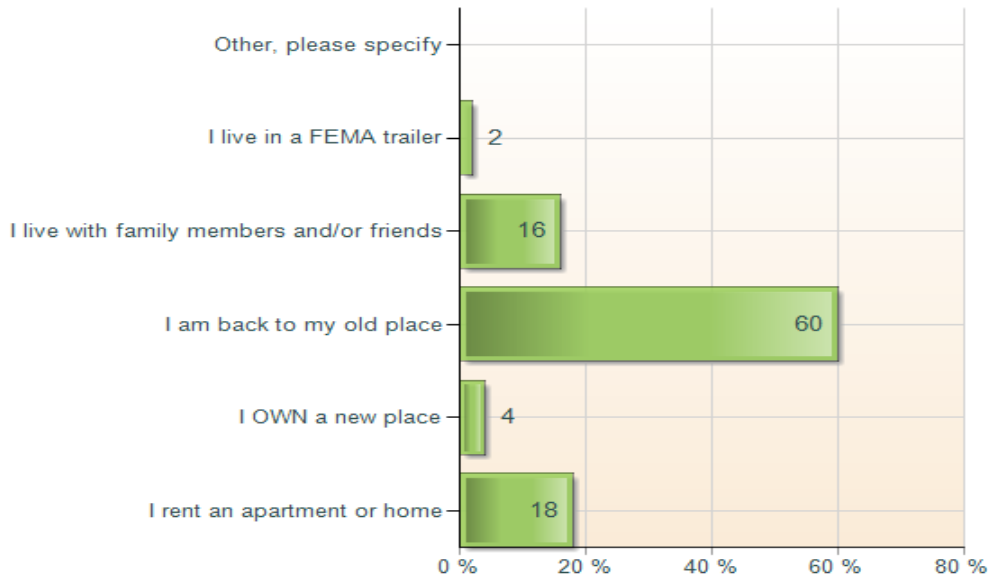
Three-fourths of the participants owned their own home prior to Hurricane Katrina while the remaining rented an apartment or home prior to the storm. The focus group with the highest home ownership rate attended the Gentilly senior center nearest New Orleans East.

When asked about current living situation, most of those who had a home prior to the hurricane (60 percent) are now back



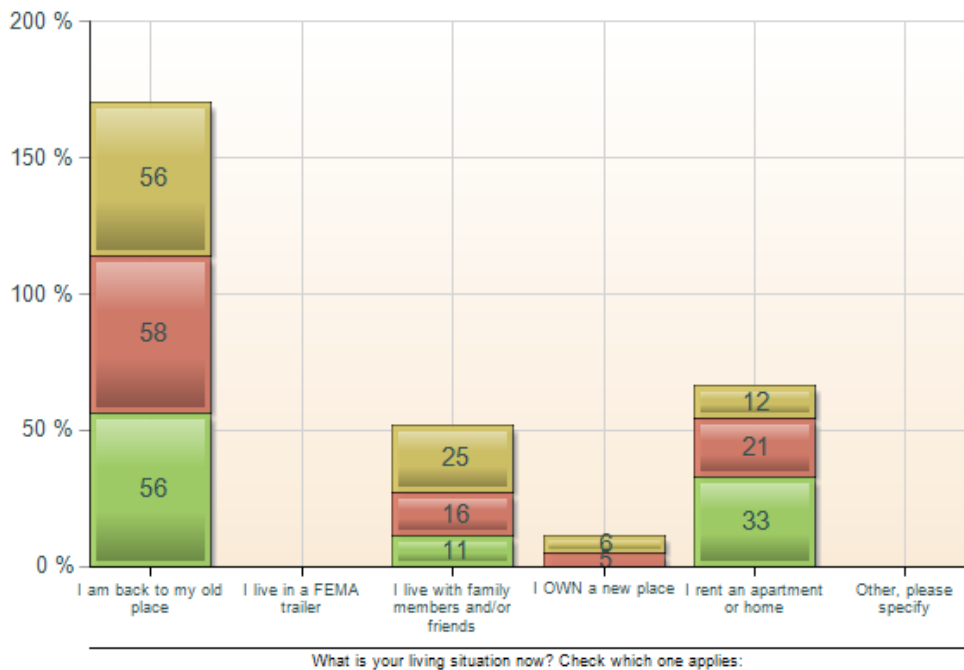
“living in their old place” while the remaining are either renting a place to live or are living with family members or friends.

What is your living situation now? Check which one applies:



For those who are back at their “old place” they are evenly divided as to whether or not they would move to Village de Jardin, however, of all those who indicated they

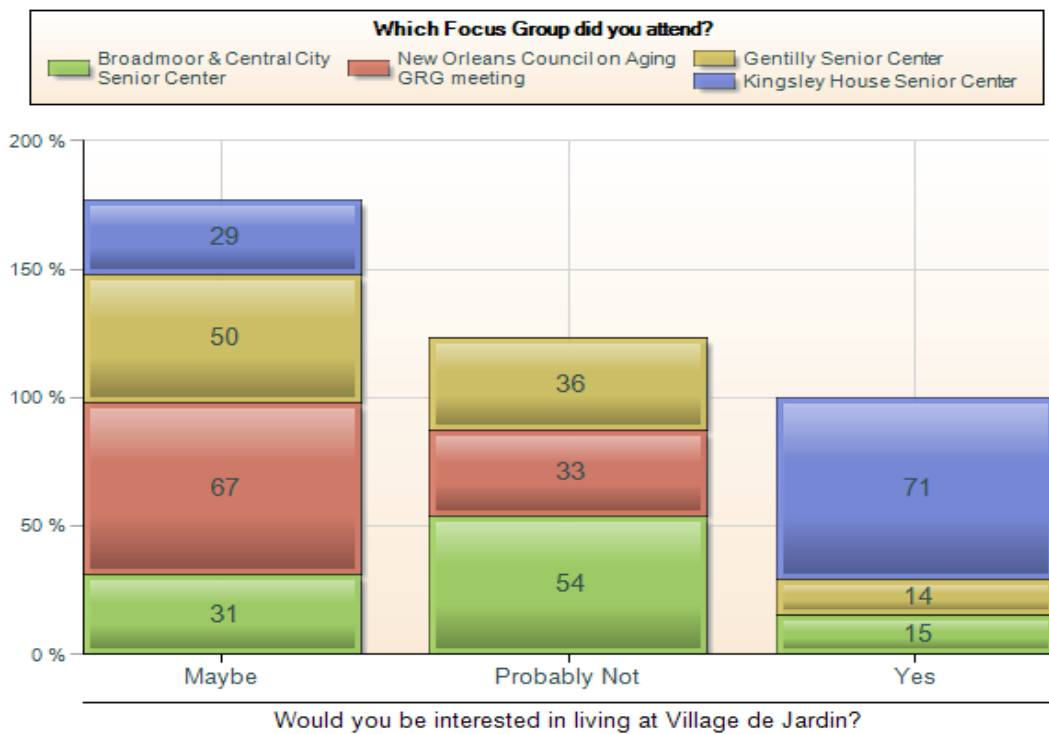
Would you be interested in living at Village de Jardin?



are interested, just more than half already have their own home. As will be discussed later, these individuals are looking for a life with “everything they need in one place that is maintenance free.” They are also seeking security and camaraderie among their age cohort.

Interest in living at Village de Jardin by Focus Group

Three senior centers participated in hosting a focus group as identified by the chart below and one focus group was held with the Grandparents Raising Grandchildren Support Group held monthly at the New Orleans Council on Aging.

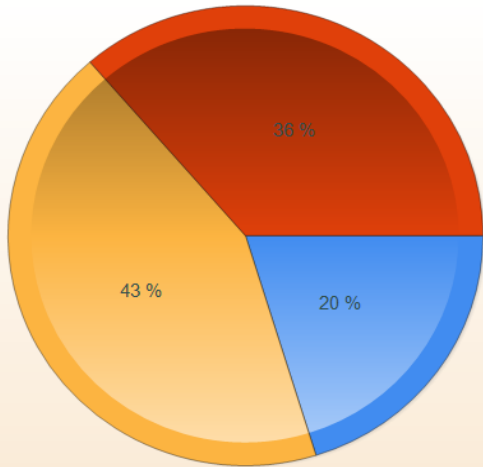
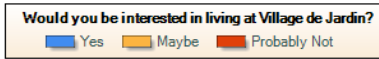


The focus group that indicated the highest interest in moving to a senior living community like Village de Jardin was the Kingsley House Senior Center in that 71 percent of them marked “yes” as to wanting to live at the Village. This group represents a prime population segment for senior campus living in that 66 percent are between 50* and 69 years of age. On the other hand, just more than half of those at the Broadmoor & Central City Senior Center indicated that they probably would not opt for a senior living community as did one-third of the Grandparents Raising Grandchildren group.

*Note: Even though the entry age is 55 years for the Village, those 50 to 54 years were included in the focus group as by the time the Village is open, they will be near age and can be placed on a waiting list.

Overall interest in living at Village de Jardin

Overall, one in five focus group members were ready to sign-up and come live at Village de Jardin from what they heard and saw described at the session while 43 percent indicated that they would think about it. Just over one-third indicated that they are “probably not” interested in moving there. The profile of “probably nots” are:



people in their seventies, living in their own home or with family and attended the Broadmoor & Central City Senior Center located at 2020 Philip Street, New Orleans. They were also likely to be grandmothers raising grandchildren.

Summary

The participants of the focus groups were completely random in that we had no control over who would be attending other than they were regular attendees of the senior center hosting the focus groups. It does, however, provide some

insight on where and how to market to this population when the project is at the stage to recruit residents.

Eighty-five percent of the attendees, who filled out the profile sheet, entered their names, addresses and phone numbers to receive further information on the future development of Village de Jardin.

III. What focus group participants had to say

The findings from the focus groups are categorized into five areas: safety, transportation, services, lifestyle and retail space. This review highlights the recurrent themes expressed repeatedly at each focus group involving approximately sixty participants. At the conclusion of this report, major findings are cited that offer implications for the future planning of Village de Jardin.

Safety

Three major themes evolved from the discussions among focus group members under the topic of safety. A description of each follows:

A. Security

The participants welcomed the idea that they could live in an exclusive community with those 55 years and older and felt safer because of it. The campus lifestyle was very attractive to them as they felt most senior living opportunities in New Orleans are merely high rises with an activity room for people to congregate.

However, the most overarching concern expressed among participants was how secure the campus grounds would be from what they viewed as outside intruders. They saw family members coming to visit them along with grandchildren but felt that everyone coming onto the campus should go through a security gate with a guard on duty 24/7. People should sign in and state where and who they are visiting on the campus and when they plan on leaving.

“They need to state their business with somebody who is keeping track of them.”

They clearly felt that they would be vulnerable as a group of “elderly” to those who would see them as easy prey all too accessible by living in one place. Focus group



participants also mentioned the use of sensors and cameras installed in public places as a way of thwarting off crime. When asked if they would prefer electronic cards for entry into the public buildings, apartments and their homes over keys, they all indicated that the cards were more secure because they could be de-activated rather than having keys which could “get into the wrong hands” and become more costly

to replace with new locks. They also felt that the front doors of their residence should be solid with a peep hole rather than doors with glass windows whereupon whoever was at the other side of the door could see them. They felt more secure if they were able to decide whether or not they even wanted to “answer the door.”

Overall, they strongly wanted a manpower presence of security personnel on the campus and desired a gated community with a guard stationed at the entry point(s). This same sentiment was expressed at the Civic Leader Focus group held with Senator Duplessis (further described later in this report).

B. Personal Safety

Given the age group of the participants with the majority living alone, most were worried that if they should fall or suffer a stroke or heart attack they would not be able to get to a phone and call for help. They overwhelmingly supported the idea of being offered the service of a “Personal Alert System” whereupon they wear a device on their neck or wrist to simply press to activate a response. A few people were wearing them at the focus group. The major concern was that the system is rather expensive and many could not afford it. One woman claimed – with the group nodding in affirmation – that only “white people can get this service; they really don’t care about the black folks.” (See *Implications* on how to address this issue).

C. Catastrophic Safety and Evacuation Plans

One of the more surprising revelations from the focus groups was the heightened concern and fear of fire. This held especially true for those who would live in either of the five-story buildings. They wanted to know if they would have two doors in and out of their apartment as they wanted a back door to escape or to be easily rescued on their balcony. Some of them suggested that there should be “chutes like you see on airplanes” so people who are disabled could just “jump on it and slide down” to safety like everyone else.



The safety of elevators were also a concern as they feared if electricity was lost due to a storm or other mechanical failure they would not be able to go up and down the stairs if they were on a higher floor. They also worried that they could be stuck on an elevator due to electrical failure and wanted to know what provisions would be in place to rescue them if that should occur.

They wanted to know how many staff would be on hand to help rescue them in case of an emergency due to fire or weather catastrophe. Evacuation Plans were of the utmost importance to them as they recounted “horror stories” of how the elderly were left behind during Hurricane Katrina. It was very apparent that recruiting people to live in the congregate buildings would require showing potential residents the safety

measures that would be in place to prevent a fire and rescue people from a burning building. It is also clear that all residents of the campus want to be assured that there is a comprehensive evacuation plan in place and enough people on hand to execute it.

Transportation

At each focus group, participants were asked whether or not they have cars, and if so, would they bring them to Village de Jardin should they plan to live there. The overwhelming majority did not have cars (about eight out of ten). A few who did have cars saw living at a senior campus as an opportunity to no longer need an automobile.

The group that most likely had cars were those who were grandmothers raising grandchildren who were younger as an age cohort and needed a vehicle by necessity to care for and transport the children.



Determining how much parking space to reserve on the campus has been discussed in previous planning sessions. Research suggests that this population given factors of both age and lower income would not be bringing many cars on site, thus, the standard of reserving two parking spaces (or at the very least one) per resident is not required. The results from the focus group validate this assumption which allows more space for landscaping. Parking space will need to be provided, however, for visitors and staff.

According to the focus groups, shuttle transportation in the form of handicap accessible vans and taxis is considered a vital service in making it feasible to move to New Orleans East and reside on a senior living campus. Potential residents report using the shuttle service to doctor's appointments, shopping and visiting family and friends.

Services

Three basic services were introduced to focus group participants as likely being offered on the campus. A brief description of their responses to each follows:

A. Senior Center

Offering a senior center was extremely well received by the participants and appeared to be expected. If the space is made available, Howard Rodgers, Executive Director of the New Orleans Council on Aging, has stated that he will authorize funding a senior center at Village de Jardin. When asked what kind of activities they would like to see offered at the senior center, respondents listed the following: daily hot lunches, educational classes, entertainment in the form of guest speakers,

musicians, movies, and field trips. A computer room was also cited as a positive amenity.

B. Wellness Center

All of the participants were very receptive to a Wellness Center that would feature age-appropriate exercise equipment and programs that would teach healthy lifestyles (e.g. nutrition and exercise classes). They also saw the grounds at Village de Jardin as an opportunity to stroll along the planned boardwalk and walking paths developed on the campus. Planting gardens on the site was also considered a “healthy” activity for both exercise and nutrition.

C. Health Clinic

Central to everyone’s wellbeing was the issue of having easy access to health care.



On average, people over the age of sixty-five are coping with at least three chronic health conditions. Thus, access to health care providers was of prime importance to the participants. They liked the idea that a space would be provided on the campus for physicians and other health care providers to “set up shop” one or two days a week to offer such services as health screenings (e.g. blood pressure and vital signs) and other primary care services.

They also wanted to know if there will be a hospital nearby in case of an emergency, thus, the reopening of Methodist Hospital a few blocks from Village de Jardin would be seen as a critical and reassuring development to potential residents who fear and are at risk of heart attacks and strokes that require immediate acute care.

Lifestyle

A. The neighborhood factor

When asked what they hoped to experience living on a senior campus, respondents expressed that they want to feel that they are “living in a nice neighborhood where people look out for each other and get along.” The landscaping looked very appealing to them and they liked the idea of creating community gardens to grow plants, flowers and vegetables. The accommodation of waist-high gardens was considered a very useful feature. The convenience of campus living, the sense of “community” and living on beautifully landscaped grounds that require minimal self-maintenance are all attractive features that would draw them to make Village de Jardin their home.

B. Porches and balconies

Quite simply, everyone wanted a porch or balcony and they were very pleased that this was going to be provided. They see themselves sitting out on the porch watching people pass by, talking to their neighbors, and enjoying passive activities like reading. Only a few mentioned cooking out on the porch. When queried as to what they would place on their porch they cited: rocking chair, table, plants and flowers.



Some saw it as an area to sit out with their small pets (birds, cats or a dog). The vast majority want the porch “screened-in” so that they could take pleasure of the outdoors free of insects but most of all, it made them feel safe and it allowed them to let their pets enjoy being outside without running-off. It also assured them (a great concern) that passers-by would not be able to steal their belongings on the porch. The screened-in approach served two purposes: it offered

security while at the same time allowed them to “sit out and see what’s going on.” They also didn’t mind neighbors being able to see them sitting out on their porch because they felt they would be looking out for each other; for example, if “Miss Harriet didn’t come out on her porch like she does every morning, then I’d know to go over and check-in on her.” A ceiling fan on the porch would be considered a welcomed bonus.

C. Laundry and bathrooms

Participants were very interested in learning whether or not they would be able to do laundry in their own home and not at a Laundromat. They were happy to hear that all the apartments and single family residencies had private laundry facilities and they also responded well to learning that in the congregate facilities each floor would have a laundry room with a lounge next to it.

When it came to discussing bathrooms, they wanted to be reassured that they would be handicapped accessible should their health needs change. Most seemed to be aware of “cut out tubs” and favored them along with showers that would be easy to get in and out of.

D. Grandparents Raising Grandchildren

All of the groups were asked what they thought of the possible idea of creating a *cul de sac* at the far end of the campus that would provide single family homes for grandparents raising grandchildren. (Louisiana is one of the highest ranking states in the country of grandparents raising grandchildren). Though most appreciated the need for such housing, the majority did **not** feel this type of accommodation would be appropriate for Village de Jardin. Security, again, became the overriding factor – they

just did not feel safe with pre-teens and teens on the campus. They felt they would become easy victims of petty crime -- not only perpetrated by the grandchildren but by the friends who would visit them. Some discussion ensued as to whether or not this type of living arrangement could be offered for just grade-school aged children, but it was seen as too hard to enforce and that many grandmothers are raising two and three children of different age levels. They also felt that it would be unfair to make the grandmothers and grandchildren relocate as soon as the grandkids reached thirteen years of age.

Retail Space

One of the proposed features of Village de Jardin is to provide retail space on the campus for several vendors to meet the market demands of an older community of about 300 people on any given day. Participants were asked what kind of shops they would like to see on the campus. The following four businesses were cited the most frequently by all focus groups:

- Beauty parlor (Hair and Nail salon)
- Convenience store
- Café
- Pharmacy

The most popular was the beauty parlor and secondly, the convenience store where they could pick up items to “keep them going through the week” without leaving the campus and going to a grocery store. Many posited that a small café serving light fare and hot meals would be frequented by the residents on days they “just don’t feel like cooking” and it would be a nice place to socialize. Unless a pharmacy was nearby that offered home deliveries, they felt a small pharmacy would be good to have on the campus. They saw these retailers as small vendors who would be serving the residents of Village de Jardin and not the surrounding public – again addressing their need for security and limiting traffic onto the campus.

The two most important retailers they wanted located a short-distance from Village de Jardin was a large grocer (e.g. Rouse’s) and a superstore (e.g. Wal-mart). Whether located near or farther away, a frequent shuttle service to such retailers would be considered a vital service to those living at the village as the vast majority will not own a car.

New Orleans East Civic Focus Group

Senator Anne Duplessis, who represents the district where Village de Jardin will be located, hosted a meeting for civic and business leaders along with interested residents of New Orleans East to meet with the consultant to review the plans of Village de Jardin to gain their insights and feedback. Fourteen people attended the

meeting among them were a local realtor, two developers, and a Subway franchise owner.

The following provides a summary of the major points emanating from the meeting:

- Safety was projected to be very important to the elderly living in the Village de Jardin community and, as a result, those attending the meeting recommended that the grounds be well lit and that 24/7 security personnel remain on the premises. An entry gate with a security guard would be ideal so that visitors would check-in and also share their expected time of departure. Video cameras that record the entry and exit of visitors along with access to cable television on the campus were cited as security technologies to explore and adapt.

- The landscaping plans for Village de Jardin were very well received and considered a vital and life-affirming amenity for the residents. It was suggested that a built-in, automated sprinkler system would assure that the investment in the landscaping would be protected. Residents should be encouraged to participate in the landscaping for exercise and socialization. Landscape work also presents an opportunity to employ local people for its installation and maintenance.



- Concern was expressed over the poor quality of renovations and property development of the neighboring rental complexes of Cindy Place and Tara Lane.

Any influence that LHFA and other public officials can bring to bear on raising their quality, as well as other developments surrounding the village, would be greatly appreciated. It will also reassure older people who may consider residing at Village de Jardin that they are moving into a surrounding community that is safe and prospering.

- The retail space offers an opportunity to both meet the needs of the older residents and offer a few local businesses the opportunity to locate on the grounds. The kinds of retailers the group envisioned are: a beauty salon, pharmacy, small convenience store and a café that would serve meals. (These same types of retailers were repeatedly identified by the focus groups of potential older residents.) It was suggested that this type of retail space would be dedicated to the residents of Village de Jardin, thus, they would be serving a small population of about 300 people. This would allow residents to have easy access to essential services, so they wouldn't need to leave the campus to acquire medications, convenience items or get a hot meal if they didn't feel

like cooking. It also meant that they would remain secure on their campus without fearing a flow of external customers.

- Transportation is considered key to enabling the residents to remain active in the surrounding community, make doctor's appointments, go to church, and shop at a grocery store and retail stores. They viewed that the majority of the residents would **not** have cars, thus developing a partnership and/or arranging for shuttle transportation would be critical. Golf carts were also suggested as a means of providing seniors mobility throughout the nearly 12-acre campus.
- Recognizing that out-of-town families will come to visit residents of Village de Jardin, the group suggested that perhaps a few units in the apartment complex be reserved for overnight and/or short term rentals similar to renting a hotel room.
- The senior center, wellness center and health clinic were very well received and considered integral to a successful and thriving senior living community.

Implications for Architectural and Property Management Planning

Much of what was learned through the focus groups validates the vision, direction and design that the planners and architects of Village de Jardin have already applied in the developmental design phase of the project. Future plans for services and property management also include many of the suggestions made by focus group attendants. Based on 75 focus group participants, the following enhancements for architectural and property management planning to consider are:

Architectural Implications:

- Consider provisions for a guard gate and shelter at the main entrance of Village de Jardin and a gate requiring authorized card entry at the back service entrance.
- Consider porch design features that offer visibility to foster neighborliness and is screened to protect from insects, allows pets a safe restricted space and provides protection of private property left out on the porch. It would also be desirable to include an outside electrical outlet.
- Consider built-in sprinkler system for landscaping.
- Consider lit walk-ways and lighting throughout the campus for added security, some of which would be set with motion detectors.

- Consider providing a raised stage area in the large community room for the senior center to accommodate entertainment and educational activities.
- Consider equipping all stove appliances with the Safe-T-element device that prevents stove tops from reaching a temperature that ignites grease fires when a frying pan is left unattended (most frequent cause of home and apartment fires in the nation). This will save money on insurance premiums for the property and reduce the fear of fires expressed overwhelmingly by the elderly.
- Consider equipping all residential units with solid doors with peep holes. Given this population it would be wise to install two peep holes, one at a standing height and another at wheel chair height.

Property Management Planning Implications

- Consider providing 24/7 security personnel on the campus.
- Consider developing a comprehensive evacuation plan to show all *prospective* residents as part of any marketing campaign. This will be a primary concern of anyone choosing to locate to the village, especially, in the congregate facilities.
- Consider investing in robust disaster planning on how to marshal the resources necessary to evacuate nearly 300 elderly people due to weather disasters, fires or electrical outages. Investigate state-of-the art evacuation methods, best practices and equipment (e.g. chairs that slide down steps for disabled) to employ at Village de Jardin.
- Consider negotiating with Personal Alert System vendors to secure a reduced-rate pricing package (monthly or annual fee) on behalf of the 240 residents to make it affordable for them to purchase the service.
- Consider making arrangements for a shuttle transportation service that would operate daily taking people to doctor's appointments, shopping and other public destinations at a very affordable rate. The service should also operate on Sundays to enable people to go to church, if this is not possible, community planners should work with local churches who would provide transportation to residents who would like to attend.
- Consider making arrangements with health care providers to "set up shop" various days of the week at the health clinics on campus to attend to the primary health care needs of the residents.

- Consider engaging in community planning efforts to re-open the Methodist Hospital, and if it does open, work with the administrators to offer geriatric services.
- Consider engaging in community planning efforts to identify pharmacies that would be willing to offer home deliveries to residents of Village de Jardin.
- Consider engaging in community planning efforts that identify local small businesses to rent the retail space on the campus for the frequently mentioned beauty parlor, café and convenience store. These retailers also offer an opportunity to employ the residents of the village.

Summary

The overall response among the older clientele and civic leader focus group was extremely positive towards the planning and design of Village de Jardin. They view a senior living community of this magnitude and depth as a welcome opportunity for older people to age in place amidst a life affirming environment.

The residents and community leaders of New Orleans East view an exclusive senior living community as a desirable addition to the area not only for the senior residents but for the surrounding businesses and neighbors, as well. They look forward to continued communication with the Louisiana Housing and Finance Administration in the planning, development and grand opening of Village de Jardin.

HIRTZEL INSTITUTE

Health Education & Aging

Contact Person:

Dr. Linda Rhodes, Director
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Email: lrhodes@mercyhurst.edu



Louisiana Housing Finance Agency

2415 Quail Drive, Baton Rouge, Louisiana 70808

Phone: (225) 763-8700 Fax: (225) 763-8738

Memorandum

From: Ruth Wesley
To: Dr. Roger Tijerino
Date: February 5, 2009
Subject: Village de Jardin Focus Groups Demographics

To recap information relative to the focus groups:

- There were five (5) focus groups
- There were a total of 72 persons interviewed
- Most participants were residents of New Orleans east.
- One focus group -- conducted at Senator Duplessis' office -- included members of the local business community.

Place: Central City and Milan-Broadmoor Senior Centers (18 participants)

Location: 2101 Philip Street, New Orleans 70113

Time: 10:00 a.m. on Monday, January 26

Place: Grandparents Raising Grandchildren (9 participants)

Location: 6600 Plaza Drive, New Orleans 70127-2601

Time: 10:00 a.m. on Tuesday, January 27

Place: Gentilly Senior Center (20 participants)

Location: 4726 Paris Avenue, New Orleans 70122-2553

Time: 10:00 a.m. on Thursday, January 29

Place: Kingsley House Senior Center (11 participants)

Location: 1600 Constance Street, New Orleans 70130-4641

Time: 12:30 p.m. on Thursday, January 29

Place: Senator Ann Duplessis' Office (14 participants)

Location: 6600 Plaza Drive, New Orleans 70127-2601

Time: 5:30 p.m. on Thursday, January 29

CONFIDENTIAL

Participant's Addresses (note that some attendees did not provide name & address)

Central City and Milan-Broadmoor

1301 Simon Bolivar
6 Englics T Drive
3035 Bruxelles
2321 Jackson Avenue
3109 Bowdin Street
2420 General Taylor
1040 St Charles Avenue
1709 St Andrew Street
2511 General Pershing
3924 Coliseum Street
2929 Leonidas Street
3729 Annunciation Street
3133 Chippewa Street
2206 Second Street

Grandparents Raising Grandchildren

1456 N Dorgenois Street
229 State Street
719 S Dupre Street
14087 Partridge Lane
1712 Fern Street
5401 N Rampart Street
1217 Bartholomew Street
10176 Rosewood Place
2412 Annunciation Street

Gentilly Senior Center

2848 Allen Street
1711 King Drive
2852 Allen Street
103 Winthrop Place
3120 Trafalgar Square
3700 St Bernard Avenue
4441 Annette Street
1868 N Rendon Street
1868 N Rendon Street
1870 Mirabeau Avenue
3328 Republic Street

Kingsley House Senior Center

817 Homer Street
2828 Louisiana Avenue
6201 Dwyer Road
2323 Dante
4719 Tchoupitoulas
1001 Hendee Street
3601 Texas Drive

Senator Ann Duplessis'

5650 Norgate Drive
4335 Reynes Street
171 Oakmont Drive
5801 Wright Road
111 Eastview Drive

CONFIDENTIAL

EXHIBIT F

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Division of Administration, Office of Facility Planning and Control, Claiborne Office Building, 1201 North Third Street, Conference Room 1-145 (South Entrance 1st Floor - 1st door on the right), Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 until 2:00 P.M., **Thursday, August 20, 2009.**

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY FACILITY PLANNING AND CONTROL OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: **Replacement of Gaslight Apartments
Village de Jardin
New Orleans , Louisiana**

PROJECT NUMBER: **01-107-05B-13, Part AQ**

Complete Bidding Documents may be obtained from: **Holly & Smith Architects, APAC
208 North Cate Street
Hammond, LA 70401
985-345-5210**

upon deposit of **\$500.00** for each set of documents. Deposit on the first two sets are fully refundable to all bonafide prime Bidders upon return of the documents, in good condition, no later than ten (10) days after receipt of bids. Fifty percent (50%) of the deposit of all other sets of documents will be refunded upon return of documents as state above.

All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of a certified check, cashier's check or Facility Planning and Control Bid Bond Form written by a surety company licensed to do business in Louisiana, signed by the surety's agency or attorney-in-fact. Surety must be listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the Bond, or must be a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the amount of the Bond may not exceed ten percent (10%) of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide. The Bid Bond shall be in favor of the State of Louisiana, Office of Facility Planning and Control, and shall be accompanied by appropriate power of attorney. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.

The successful Bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U.S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact.

A PRE-BID CONFERENCE WILL BE HELD

at 9:30 AM on Tuesday, August 11, 2009 at The Conference Center Building, Willowbrook Apartments, 7001 Bundy Rd., New Orleans, LA 70127.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for classification of **Building Construction**. Bidder is required to comply with provisions and requirements of LA. R.S. 38:2212(A)(1)(c). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

Facility Planning and Control is a participant in the Small Entrepreneurship Program (the Hudson Initiative) and bidders are encouraged to consider participation. Information is available from the Office of Facility Planning and Control or on its website at www.doa.louisiana.gov/fpc/fpc.htm.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL
JOHN DAVIS, DIRECTOR

EXHIBIT G

BOBBY JINDAL
GOVERNOR



ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
FACILITY PLANNING AND CONTROL

October 5, 2009

NOTICE TO PROCEED

Walton Construction Company, LLC - Southern
2 Commerce Court
Harahan, LA 70123

RE: Project No.	01-107-05B-13, Part AQ
Builder's Risk Class:	3 Zone: A4
Building -	State ID No.: New Site Code: 1-36-073
Type of Contract:	Hurricane Katrina Related Replacement of Gaslight Apartments Village de Jardin New Orleans, Louisiana
Amount of Contract:	\$40,430,000.00
Type of Funding:	Capital Outlay, ORM and FEMA
Contract Total Equals:	Base Bid Plus Alternates 1, 2 & 3

You are hereby notified to commence work on the referenced contract on or before **October 19, 2009** and are to fully complete the work (on or before **April 13, 2011**) within **540** consecutive calendar days thereafter. Your contract completion date is therefore **April 13, 2011**.

The contract provides for assessment of the sum of **\$7,000.00** as liquidated damages for each consecutive calendar day that the work remains incomplete after the above established contract completion date.

FACILITY PLANNING AND CONTROL

A handwritten signature in black ink, appearing to read "Angele Davis", written over a horizontal line.

MAM/bj
ARCHITECT: Holly & Smith Architects, APAC
208 North Cate Street
Hammond, LA 70401

c: Office of State Fire Marshal
Office of Risk Management

Post Office Box 94095 • Claiborne Building • Baton Rouge, Louisiana 70804-9095

(225) 342-0820 • Fax (225) 342-7624

An Equal Opportunity Employer

EXHIBIT H



LOUISIANA HOUSING



Village de Jardin

The Louisiana Housing Finance Agency
cordially invites you to the
Groundbreaking Ceremony
for the new

Village de Jardin,
a unique senior living complex
in the heart of New Orleans East.

November 5, 2009
10 a.m.

8800 Block
of Lake Forest Blvd.
New Orleans, LA

To RSVP or for questions: jdegraff@lhfa.state.la.us



Village de Jardin

Thursday, November 5, 2009

*Welcome to the Groundbreaking Ceremony of
Village de Jardin, a unique senior living complex
in the heart of New Orleans East.*

Welcome and Introduction of Guests

*Wayne Woods
LHFA Chairman*

Invited Speakers

*Michael Holly
Holly & Smith Architects*

*LA Senator Ann Duplessis
Senate District 2*

*Mayor Ray Nagin
City of New Orleans*

*Milton Bailey
LHFA President*

GROUNDBREAKING



For more information, contact LHFA Public Information at (225)763-8771.

6-109









EXHIBIT J

LOUISIANA HOUSING FINANCE AGENCY

REQUEST FOR PROPOSALS

for

PROPERTY MANAGEMENT

of

VILLAGE DE JARDIN

A SENIOR HOUSING INDEPENDENT LIVING COMPLEX



Date Issued

May 12, 2011

Last Day to Submit Proposals

June 30, 2011

I. GENERAL AND ADMINISTRATIVE INFORMATION

A. Issuer and Purpose

This Request for Proposals (RFP) is being issued by the Louisiana Housing Finance Agency (hereinafter referred to as the “LHFA” or “Agency”) to obtain competitive proposals from bona fide, qualified Proposers interested in providing comprehensive management services for an Agency-owned 224-unit rental housing complex located in New Orleans, Louisiana and designed for senior citizens living independently (hereinafter referred to as the “Property”). The management of the Property will require providing all of the components of management involved in the day to day, weekly, monthly, quarterly, semi-annual, and annual operations of units designed to accommodate persons at least fifty-five (55) years of age that meet designated eligibility requirements per the standards established, and as may be modified, by the Agency and the United States Department of Housing and Urban Development (hereinafter referred to as “HUD”). Management and operations of the Property shall include determining tenant eligibility using the established age and income qualifications prior to accepting tenants, as well as continuing to certify the tenants as eligible throughout the duration of their tenancy at the Property.

This RFP is available in electronic form at <http://www.lhfa.state.la.us>. The RFP is also available in printed form by submitting a written request to the RFP Coordinator.

B. Property Information

The Property, previously the site of the Gaslight Apartments and now identified as Village de Jardin, is located at 8800 South I-10 Service Road in the eastern portion of New Orleans, Louisiana. The site is an eleven to twelve (11-12) acre parcel of land upon which construction of the 224 unit complex has begun, with completion of the construction anticipated for Fall 2011. Once completed, the Property will comprise a multi-family rental housing complex consisting of two (2) five-level structures designated for congregate living, six (6) two-level structures containing apartments, and multiple single-level, stand-alone cottages. Commercial retail spaces will be located in the lower level of the two-level apartment structures.

Proposers are encouraged to review the architectural plans and specifications for the Property prior to submitting proposals. Construction documents may be reviewed at LHFA or by contacting the firm of Holly & Smith Architects, APAC, in Hammond, Louisiana, at (985) 345-5210.

C. Required Experience and Qualifications

Proposers must provide evidence of at least three (3) years experience in managing multi-unit rental housing requiring compliance with HUD regulations and familiarity with the submission of various HUD-required forms. Proposals should also demonstrate that the

Proposer has expertise in providing tenant services designed to maintain senior tenants' social, family and community interaction.

D. The RFP Coordinator

Requests for copies of the RFP and written questions shall be directed to the RFP Coordinator using the information below:

ATTN: Ruth Wesley
Louisiana Housing Finance Agency
2415 Quail Drive
Baton Rouge, LA 70808
Phone: (225) 763-8800
Fax: (225) 763-8740
E-mail: rwesley@lhfa.state.la.us

E. Important Dates and Deadlines

	<u>Date</u>	<u>Time (CST)</u>
1. RFP Published and Posted to LHFA Website	May 12, 2011	5:00 p.m.
2. Mandatory Pre-Submittal Conference <i>Village De Jardin (onsite)</i>	June 2, 2011	10:00 a.m.
3. Deadline for Submitting Written Inquiries	June 9, 2011	2:00 p.m.
4. Response to Written Inquiries	June 16, 2011	12:00 p.m.
5. Deadline for Submitting Proposals	June 30, 2011	4:00 p.m.
6. Selection of Contractor	August 10, 2011	12:00
7. Contract Initiation	August 10, 2011	TBD

NOTE: The LHFA reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

F. Proposer Inquiries

LHFA will consider written inquiries regarding this RFP only if they are submitted before the deadline for submitting written inquiries specified in "Section I(E) - Important Dates and Deadlines" above. To be considered, written inquiries and requests for clarification of the content of this RFP may be e-mailed or mailed to the RFP Coordinator at the above address and received by the Agency no later than 4:00 p.m. on the date specified. Inquiries shall clearly reference the section of the Proposal for which the Proposer is inquiring or seeking clarification.

Any and all questions directed to the RFP Coordinator will be deemed to require an official response. In addition to written responses to individual inquiries, an official response to each inquiry, along with the actual inquiry, will be posted by June 16, 2011, in the form of a Frequently Asked Questions Addendum (FAQ) at <http://www.lhfa.state.la.us>.

G. Changes to the RFP

LHFA may change or revise any part of the RFP by issuing an addendum no less than three (3) business days to the submission deadline indicated above. LHFA also reserves the right to cancel or reissue the RFP at its discretion.

H. Contact Prohibitions

It is the express policy of the Agency that prospective respondents to this RFP refrain from initiating any direct or indirect contact or communication with Agency staff or members of the Agency's Board of Commissioners regarding the selection process. Any violation of this policy will be considered a basis for disqualification.

I. Definitions

1. **Agency** – Any government corporation, department, commission, institution, council, board, office, bureau, committee, agency, or other establishment of the executive branch of this State authorized to participate in a contract resulting from this solicitation.
2. **Contractor** – Any firm or individual who is awarded or has a contract with another firm, individual or governmental body.
3. **Discussions** -- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
4. **Property Manager** – The person/entity assigned by the Contractor to be the on-site point of contact for day-to-day operation of the property.
5. **Proposal** – A response to a Request for Proposals.
6. **Proposer** – A firm or individual who responds to a Request for Proposals.
7. **Resident** – Anyone who resides or lives in a rental housing unit on the property.
8. **RFP** – A Request for Proposals.
9. **Shall, Must, Will** – Mandatory language denoting required action per R.S. 39:1556(24); a requirement that must be met without alteration.

10. **Should, Can, May** – Non-mandatory language denoting desirable, advisable or permissible action.
11. **State** – The State of Louisiana.
12. **Subcontractor** – A firm or individual entering into a contract with the Contractor.
13. **Tenant** – A commercial or residential occupant of the property.

II. SCOPE OF SERVICES

A. Location

Work/delivery/service is to be performed, completed and managed at the following locations:

- The LHFA Office located at 2415 Quail Drive in Baton Rouge, Louisiana, and
- Village de Jardin, located at 8800 South I-10 Service Road, New Orleans, Louisiana

B. Overview

Under the general direction of the Agency, the Contractor will perform a wide range of activities relative to the management and lease of real property, rights-of-way and easements, including management of all aspects of State property leased for residential and commercial purposes, negotiation and management of contracts with maintenance, security and information technology providers and other consultants, and performance of related duties as assigned by the Agency, such as the implementation and coordination of tenant services and activities. The entity to which this contract is awarded will be required to provide the level of full-service, professional property management services necessary to maintain and preserve the Property. The services of the Contractor are to be of a scope and quality generally performed by professional property managers and performed in a reasonable, diligent and careful manner so as to manage and supervise the operation, maintenance and servicing of the Property in a manner that is comparable to, or better than, that generally found in other apartment complexes located in the greater New Orleans market. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship and applicable trade practices, and shall conform to all applicable codes and regulations.

The Contractor will maintain continuous, open communication with assigned LHFA staff on all property-related issues, including conducting meetings and providing written reports on a monthly basis or such other reasonable schedule as may be determined by and between this Agency and the Contractor.

The Contractor will develop and fully implement standard operating procedures, suitable to the Agency, for the maintenance of the property and the management of leasing and other operations included in this RFP.

Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting and contract review with LHFA. This meeting shall include a review of all use rules and an introduction to the Agency and appropriate staff members.

Unless otherwise determined, there shall be quarterly meetings for the duration of the contract for the following purposes:

- Review of property management progress and quality of work
- Identification and resolution of any problems
- Coordination of the efforts of all concerned so that services are rendered efficiently and effectively
- Maintenance of a sound working relationship between the Contractor and LHFA
- Maintenance of a mutual understanding of the contract
- Maintenance of sound working policies and procedures

The Contractor shall also make itself available to attend scheduled Agency Board of Commissioner Meetings at the request of Agency staff.

C. Resident Management

The Contractor shall provide a trained, experienced, full time (40 hours per week) live-in resident manager, to reside and maintain full-time office hours on-site, and as necessitated by schedule or otherwise advised by the Agency, whose job duties shall include, but are not limited to:

1. Collecting tenant rent due from all occupied units, provide proper notification to tenants delinquent with payments, and maintain resident (tenant) files in a secure location, protecting privacy and confidentiality as per HUD standards. All resident files shall be subject to audit by agents of the Agency, agents acting on behalf of the Agency, agents of HUD programs or agents acting on behalf of HUD programs.
2. Arrangement, oversight of, or performance of the annual (or otherwise scheduled) eligibility determination/income recertification as it pertains to required income qualification for every tenant.
3. Arrangement, oversight of, and/or performance of the quarterly data submittal of tenant demographic and other information required the Agency or HUD in a manner and format requested by the Agency.
4. Managing access to both the commercial and residential portions of the site, including:
 - a. supervision of any onsite security service; and

- b. maintaining (or improving) at all times, the existing security system for the site, consisting of full access to bona fide residents, management staff, maintenance staff, and designated Agency personnel, but clearance required for guests of residents, non-management personnel requiring access to the site, such as contractors or vendors, or any other visitor.
5. Providing for a simple, effective method of receiving documented resident requests for work orders, and to effectuate a fair procedure designed to provide accurate and timely responses to maintenance request work orders, and similar Agency requests.
6. Acting as a point of contact to bona fide site residents, and to the Agency, responsible for the accurate and timely dissemination of information, Notices, Flyers, promotional materials, public housing surveys, Census surveys, Agency directives, and HUD requirements, as they pertain to required notification for subsidized tenants.
7. Scheduling annual or semi-annual, or in accordance with a scheduled frequency dictated by tenant non-compliance, unit inspections for every occupied unit, verifying compliance of the condition of the unit.
8. Scheduling routine or required (such as maintenance required upon vacancy of a unit) maintenance of unit of the property, ensuring compliance with HUD standards or standards established by the Agency.
9. Providing, submitting, delivering or emailing to Agency, timely, accurate Monthly Reports of standard requested information on lease up/vacancy percentages, resident activities, maintenance items, modernization status reports, special resident activities, or any other pertinent information.
10. Coordinating, or serving as a point of contact, for continuing efforts to provide social services for tenants, including coordination of, or serving in a liaison capacity for the tenants, to outside agencies and programs that would benefit tenants in need of such services.
11. Receiving and maintain contact information – as provided and updated by residents – for the proper notification to tenants’ family members or designated contacts, in cases of emergencies experienced by any resident.
12. Ensuring terms of lease agreement are being obeyed and tenant activity is compliant with lease agreement terms. Provide timely and accurate notification of tenant activities which are deemed lease violations.
13. Providing proper notification to tenants observed engaged in conduct deemed lease agreement violation(s). In addition, provide accurate notification to the Agency, in a timely manner, when observing tenant lease agreement violations, or upon receiving multiple written complaints or multiple written reports submitted from bona fide

residents (tenants) of specified tenant activities deemed to be actively engaging in lease agreement violation(s).

14. Maintaining continuous communication with assigned Agency staff on all property related issues.

D. General Administrative Functions

The Contractor will be responsible for the completion of a variety of administrative and reporting requirements as part of its Management Contract including but not limited to:

1. Providing written monthly budget reports to LHFA within ten (10) working days of the end of each month and, when necessary, developing plans to address any possible funding shortfalls.
2. Providing written monthly reports to LHFA within ten (10) working days of the end of each month, including a precise description of operations and services provided to the complex, including all systems and equipment, number of employees/subcontractors involved, the costs incurred and any compliance issues.
3. Establishing and maintaining orderly books, records and files containing correspondence, receipted bills, contracts and vouchers and all other documents and papers pertaining to the Property and the operation and maintenance thereof, which LHFA, Agency's accountants and representatives may review at any time.
4. Establishing, subject to LHFA's approval, a segregated bank account (hereinafter referred to as the "Operating Expense Account") with a local bank for the purpose of maintaining funds available for Property Manager's payment for supplies, equipment and services associated with maintaining and repairing the property.
5. Hiring, or causing to be hired, discharging, paying and supervising such employees as property manager deems reasonably advisable for the operation and management of the project, including preparing the forms, reports and returns required and obtaining the insurance or surety bonds required in connection with employment and personnel, including, without limitation, unemployment insurance, worker's compensation insurance and benefits, disability benefits and Social Security, and submitting to LHFA copies of all policies and proof of paid premiums. All job-site notices for personnel shall be posted as required by law, and all personnel so hired shall be employees of the Property Manager.
6. Maintaining a log of all hours of work completed by all employees and subcontractors and reviewing said log for accuracy along with all bills received for services, work, and supplies ordered in connection with maintaining and operating the Property and causing such bills and amounts owed to be paid from funds deposited in a segregated Operating Expense Account established for this purpose.

7. Reviewing property-related service contracts and making recommendations to the LHFA on when such contracts should be rebid and developing and implementing bid packages for such service contracts.
8. Developing Annual Operating and Preventative Maintenance Budgets for submission to and approval by LHFA.
9. Preparing and implementing a five-year Capital Repair and Improvement Plan.
10. Negotiating and reviewing contracts to be entered into by the Property Manager, with the prior written consent of LHFA, for capital repairs and improvements to the complex, supervising all work to be performed under such contracts and authorizing payment for all work performed under such contracts.
11. Engaging, as necessary and with LHFA's prior written consent, architects' and engineers' services required for the planning and supervision of alterations and/or improvements made or proposed to be made to the Property.
12. Making all such remittances as may be agreed upon by the Agency and the Contractor, including, but not limited to, mortgage payments, taxes, assessments and insurance premiums as related to the premises.
13. Promptly notifying LHFA upon learning of any of the following events: default under any mortgage or deed of trust encumbering the Property; filing of any lien against the Property; material noncompliance with any federal, state or local law, ordinance or regulation; commencement or termination of any lawsuit against the Agency or the Property; cancellation or nonrenewal of any insurance coverage; or any other circumstance which, either in amount or time or otherwise, may potentially affect the Property.
14. Develop inventory tracking system for equipment and supplies belonging to the premises whether owned, loaned, leased, or rented.

E. Operating Budget

Property Manger must be responsible for the preparation of, and if necessary, revisions to, the operating budget for the Property. This responsibility will include obtaining necessary approvals for an operating budget and submittal of a resolution to Agency's staff for approval.

F. Physical Property Maintenance

The Contractor will be responsible for regularly assessing the physical condition of the property and its systems, developing and implementing preventive maintenance plans satisfactory to LHFA, and establishing capital plans as necessary to maintain, preserve, and keep the premises in good repair and condition.

General responsibilities for maintenance of the physical property shall include but not be limited to the following:

1. Developing and implementing a comprehensive facility operation plan and manual including preventative maintenance plans.
2. Maintaining the apartment complex in such condition as required by this RFP and as otherwise may be deemed advisable by the Agency, including preventive maintenance on the complex and its equipment, painting, interior and exterior cleaning, causing routine repairs and incidental alterations of the complex to be made, including but not limited to electrical, plumbing, steam-fitting, carpentry, masonry, and any other routine repairs and incidental alterations as may be required in the course of ordinary maintenance and care of the complex. Where specifications or standards are not included herein, maintenance shall be in accordance with manufacturers' recommendations and standards.
3. Causing the Premises and all rental units as well as all improvements and personal property of the Agency located at the Premises (including without limitation appliances, carpeting, decorating items, recreational facilities, roofing, paving and landscaping, parking area, plumbing, electrical, heating, ventilating, air conditioning and other systems) to be maintained in good condition and repair; provided, however, that Contractor shall follow the Agency Procurement Procedures in securing approval of all expenditures not listed as a budget item, (which expenditures shall be made, if at all, by Agency) except for emergency repairs and monthly or recurring items previously approved by Agency.
4. Assessing the conditions of the property and its systems and reviewing all existing warranties, manufacturers' instructions, and other contracts within the first thirty (30) days of the contract, and then formulating a preventive maintenance schedule in accordance with said manufacturers' recommendations.
5. Soliciting contracts for any necessary equipment maintenance, electricity, water, utilities, trash removal, vermin extermination, landscaping, lawn care and tree maintenance, fire alarm testing/inspection and other services as are approved in the annual budget for the Project, so long as the Contractor complies with Agency Procurement Procedures.
6. Ensuring that maintenance and repairs are performed by trained, qualified technicians, licensed as necessary.
7. Ensuring that any equipment to be replaced shall be new or remanufactured and shall be manufactured by a reputable manufacturer. All substitutes for the original manufacturer's equipment related to the upgrading of equipment shall be Energy Star® compliant, if available. Property Manager shall submit any proposed purchases to LHFA for its review and approval prior to purchase.

8. Ensuring that any new equipment be guaranteed for a minimum of one (1) year from the date of replacement and replaced at no cost to LHFA if found defective during that time.
9. Maintaining inventory, supplies and spare parts list.
10. Responding daily to maintenance problems identified by tenants.
11. Providing emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis, including emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis.
12. Maintaining work order and maintenance scheduling and tracking systems.
13. Maintaining all as-built and other schematic drawings as well as all site and/or equipment manuals.
14. Providing updates of all changes to existing wiring diagrams and drawings for all existing systems as well as any systems that are added to the building. Drawings and diagrams are to be in compliance with accepted drafting standards.
15. Specific areas of facility maintenance and management services shall include, but are not limited to, the following:
 - a. Structures
 - 1) Interior walls, ceilings and floors
 - a) Painting
 - b) Routine repairs
 - c) Unit preparation between tenants
 - 2) Exterior walls, roofing and foundations
 - a) Cleaning
 - b) Painting
 - c) Repairing and replacing, as needed
 - 3) Fire Alarm and Fire Suppression Systems
 - 4) Plumbing
 - 5) Electrical and Lighting Systems
 - b. Grounds
 - 1) Landscape
 - a) Lawn maintenance
 - b) Tree, shrub and other plant maintenance
 - 2) Hardscape
 - a) Parking Lots
 - b) Sidewalks
 - c) Patios
 - 3) Fences and Walls
 - 4) Commons Areas

5) Garbage, Trash and Debris Removal

c. Other

- 1) Pest Management
- 2) Safety and Security
- 3) Quarterly site inspections, including documentation and verification thereof

G. Leasing Operations

The Contractor will be responsible for all activities and functions normally associated with the leasing of multifamily rental housing units. Leasing Operations shall include but not be limited to the following:

1. Establishing rental guidelines in compliance with current HUD restrictions on the property and complying with all provisions of law prohibiting discrimination in housing. (Contractor shall notify Agency of compliance concerns.)
2. Preparing vacant units for rental, unless otherwise notified by the Agency.
3. Showing vacant units of the Property to prospective tenants.
4. Obtaining written rental applications from prospective tenants, conducting background investigations and checking credit ratings of prospective tenants.
5. Making reasonable efforts to keep premises rented at full capacity.
6. Renting the units of the Property to tenants pursuant to written Agreements on such terms and conditions as may reasonably be set forth by the Agency, and in connection therewith, executing leases, including modifications and extensions thereof, on behalf of the Agency; provided, however, that the initial term of any such lease shall not exceed one year nor shall more than one month's rent be received in advance; all written leases or rental agreements shall be approved by the Agency prior to use by Contractor.
7. Collecting, demanding, requesting and receipting for rentals, deposits, vending machine income, and all other charges due from tenants, commercial and residential, which payments shall be made by check or money order, if possible, and compromising accounts and disputes with tenants on such terms as Contractor deems reasonably advisable.
8. Terminating tenancies and signing and serving in the name of the Agency such termination notices and related notices as Contractor deems reasonably advisable; evicting tenants and recovering possessions of premises on such terms and to such extent as Contractor deems reasonably advisable.
9. Depositing all security deposits in the Operating Expense Account (as referenced in #5 under General Property Management above), unless otherwise required by law or unless

required to accrue interest for the benefit of tenants, and, if required by law, maintaining security deposits in a separate local bank account in the name of the Agency; and returning all security deposits as and when required by law or by contract.

10. Suing for and recovering rents and other sums which may be due and payable, and settling, compromising and dismissing the suits as Contractor deems reasonably advisable.

H. Commercial Retail Space

The Property has a total of eight thousand (8,000) square feet of space available for commercial retail use, of which four thousand (4,000) square feet (consisting of two (2) separate spaces totaling two thousand (2,000) square feet each) will be occupied by Louisiana State University Health Network (hereinafter referred to as "LSUHN"). LSUHN will occupy the spaces through cooperative endeavor agreement with the LHFA to provide medical services to the residents of the Property as well as the community at large. After completion of space, LSUHN will provide all Furniture Fixtures and Equipment (FFE) necessary for the space. Utilities and related expenses shall be paid by LSUHN to the Property Manager at rates agreed upon by all parties, and approved by the Agency.

The remaining four thousand (4,000) square feet of commercial retail space (consisting of two (2) separate spaces totaling two thousand (2,000) square feet each) will be available for lease by other entities. Similar to new commercial retail spaces, demising walls are open and there is no slab to allow exact location of plumbing and related infrastructure for future tenant. Rental rates and related expenses such as utilities will be as agreed upon by all parties, and approved by the Agency.

The Contractor will also be responsible for leasing retail spaces located within the confines of the property with the Agency's approval. The spaces shall be leased to businesses which could reasonably be expected to enhance the quality of life the residents of the Property. Leasing activities for commercial retail spaces will be the same as those for the rental housing units. Contractor will be responsible for drafting leasing requirements and guidelines for the rental of the commercial retail space as well as the space designated for LSUHN use with Agency approval.

I. HUD Tenant Guidelines

The Property has been designated by HUD as a Senior Village for tenants age fifty-five (55) and older and meeting the following restrictions:

1. Eighty percent (80%) of the units must be rented to near-elderly tenants at all times.
2. Units may be rented to other eligible households if there are no eligible near-elderly households on the waiting list.
3. Ten percent (10%) of the total number of units must be made available to eligible persons with disabilities.

4. The “near-elderly” population consists of individuals 55 years of age or older or handicapped individuals with adjusted annual gross incomes at or below eighty percent (80%) of the median income for the area.

J. Tenant Relations and Advisory Board

The Contractor assigned resident manager shall oversee the formation of a Tenant Advisory Board (TAB). The TAB shall provide information, advice and mediation services for landlord and tenants. The TAB will be selected by vote of bona fide residents of the apartment complex and consist of bona fide residents. The Contractor will be responsible for assisting the TAB with their organization, elections, and operation. A Tenant Advisory Board (TAB) with elected officers is also to be maintained on site to discuss pertinent issues concerning residency at Village De Jardin.

The Contractor shall be held generally responsible for maintaining good, professional relationships with tenants to the extent that unit turnover is held to a minimum and residents feel safe, secure and protected in their homes.

Additional resident services are encouraged for the purpose of enhancing the quality of life experienced on the premises by the residents.

The Contractor shall secure the services of a social worker, activities director or other similar service provider for the benefit of the residents. A program of planned social and educational activities shall be provided for the residents and should include such things as various types of physical exercise and activities, nutritional education, financial literacy, and other activities which will promote social interaction among the residents.

A resource center shall be provided which shall include a technology center (Neighborhood Network Center) for the use of the residents.

III. PROPOSAL INFORMATION

A. Original

Completed Proposals, containing all information specified in “*Section IV - Response Instructions*” below, and bearing original signatures of authorized representatives of the Proposers, must be submitted in hard copy (printed) form. Facsimile or e-mail submissions will not be accepted.

B. Corporate Requirements

Proposers must be registered entities under the laws of the State of Louisiana and certified to conduct business in the State of Louisiana, pursuant to R.S. 12:301-302, by the Louisiana Secretary of State, prior to entering into a contract with LHFA.

C. Validity

All proposals shall be considered valid for acceptance until such time as an award is made unless the Proposer provides for a different time period within its proposal. However, the Agency reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable to the Agency and the Proposer is unwilling to extend the validity of its proposal.

D. Content

Evaluation of proposals shall be based only on the material contained in this RFP, which may include official responses to questions, addenda, and other material provided by the Agency pursuant to the RFP.

Mandatory RFP requirements shall become contractual obligations should a contract be awarded to the Proposer. Failure to include these requirements in a proposal shall result in rejection of the proposal.

E. Errors and Omissions

Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected, if such correction does not prejudice other bidders. A request to correct an error after the deadline for submission of a proposal must be made within three business days after submission deadline, and supported in writing under signature of an authorized representative. The Agency will not be liable for any error in any Proposal. The Agency, at its option, has the right to request clarification and/or additional information from Proposers.

F. Waiver of Minor Administrative Informalities

The Agency reserves the right, at its sole discretion, to waive administrative informalities contained in any Proposal.

G. Withdrawal

Any submitted Proposal may be withdrawn at any time but no later than three (3) business days after the date specified above as the deadline for submitting proposals. In order to effectuate the withdrawal of a Proposal, a written request for withdrawal signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator.

H. Rejection

The issuance of this RFP in no way constitutes a commitment by the Agency to award a contract. The Agency reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the Agency to do so.

I. Negotiation

The Agency may enter into negotiation with Proposers as may be necessary or appropriate to refine the scope of services, fee arrangements, or any other aspect of the services to be provided pursuant to this RFP.

J. Ownership

All proposals submitted will be retained by the Agency and not returned to Proposers, and all materials (paper content only) submitted in response to this RFP become the property of the Agency, excluding copyrighted material. Selection or rejection of a response does not affect this right.

K. Cost of Preparation

The Agency is not liable for any costs incurred by Proposers or prospective Contractors prior to the initiation of a Contract between the parties. Costs associated with developing proposals, preparing for oral presentations, and/or any other expenses incurred by Proposers in responding to this RFP are entirely the responsibility of the Proposers and shall not be reimbursed in any manner by the Agency.

IV. RESPONSE INSTRUCTIONS

A. Proposal Submission

Proposals must be received in printed form (hard copy) by the Agency on or before the date and time specified above as the deadline for submitting proposals. Proposers should allow sufficient mail delivery time to ensure receipt of proposals by the specified deadline.

Proposals may be mailed through the U. S. Postal Service or delivered by hand or courier to:

Louisiana Housing Finance Agency
2415 Quail Drive
Baton Rouge, LA 70808
Attn: Ruth Wesley
Re: Response to RFP for Property Management

The outside of the envelope, box or package must be CLEARLY MARKED with the following information and format:

Proposal Name: Proposal for Property Management for Village de Jardin
Proposal Submission Deadline: June 30, 2011

Proposer is solely responsible for ensuring that its courier makes inside deliveries at the physical location. Proposals may NOT be delivered by facsimile transmission or any other electronic telecommunications means. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal submission deadline shall result in rejection of the proposal.

B. Number of Copies

Each Proposer shall submit one (1) signed original Proposal which should be clearly marked or differentiated from copies. The original will be retained for incorporation by reference into any contract resulting from this RFP. Eight (8) additional copies of the Proposal should be provided for the evaluation team, as well as one (1) redacted copy, if applicable (see *Section IV(E) - Trade Secrets and Confidential and Proprietary Information* for details).

C. Signatures

The Proposal must be signed by a company official or agent duly authorized to sign proposals or contracts on behalf of the organization, such as:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State;
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
3. An individual identified in other documents conferring the appropriate authority which are acceptable to the Agency.

D. Clarity

Each Proposer is responsible for the accuracy and completeness of its proposal. Proposals must demonstrate a clear understanding of the requirements of this RFP and present a clear description of proposed services and fee arrangements. While Proposals prepared simply and economically are preferred, as much detail as possible should be provided while also providing straightforward, concise descriptions of Proposers' abilities to meet the requirements of the RFP.

E. Trade Secrets and Confidential and Proprietary Information

For purposes of this RFP, provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that, while trade secrets and other proprietary information submitted in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by Proposers at the time of submission of Technical Proposals. Proposers should refer to the Louisiana Records Act for further clarification.

The designation of certain information as a trade secret and/or privileged or confidential, proprietary information shall only apply to the technical portion of a proposal. Cost proposals will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. The Proposer must clearly designate the portion of the proposal containing a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the section(s) of its proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of this proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL.”

Proposers must be prepared to defend the reasons the material should be held in confidence. If a competing Proposer or other party seeks review or copies of a Proposer's confidential data, the Agency will notify the Proposer of the request. If the Proposer does not want the information disclosed, it must agree to indemnify and hold the Agency harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order the Agency to disclose the information. If the Proposer refuses to indemnify and hold the Agency harmless, the Agency may disclose the information.

The Agency reserves the right to make any proposal, including proprietary information contained therein, available to its personnel, the Office of the Governor or other State agencies or organizations, for the sole purpose of assisting the Agency in its evaluation of the proposal. The Agency shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of participation in these evaluations.

If a proposal contains confidential information, a redacted copy of the proposal should also be submitted. If a redacted copy is not submitted with the proposal, its submission will be

required within 48 hours of notification from the legal staff of the Louisiana Housing Finance Agency. The cover of a redacted copy should be clearly marked as such - "REDACTED COPY" - to avoid having it reviewed by an evaluation committee member. The redacted copy should also state which section(s) or information has been removed.

F. Changes to Proposals

If prior to the deadline for submitting proposal a Proposer needs to submit changes or addenda to its Proposal, such changes or addenda shall be submitted in writing to the Agency, in a sealed envelope, clearly cross-referencing the relevant proposal section, and signed cross- by an authorized representative of the Proposer. Changes and/or addenda to Proposals shall meet all requirements for Proposals.

G. Written or Oral Presentations/Discussions

Written and/or oral discussions may be conducted by the Agency with Proposers submitting proposals determined to be reasonable choices for selection and contract award; however, the Agency reserves the right to enter into a contract without further discussion of proposals submitted, based on initial offers. Any commitments or representations made during such discussions, if conducted, may be formally recorded in the final contract. Written and/or oral discussions/presentations for clarification may be conducted in order to enhance the Agency's understanding of any or all of the proposals submitted. A contract may, however, be awarded without such discussions.

H. Certification of OMB A-133 Compliance

Proposers must provide certification that they are not suspended or debarred from conducting business with government agencies. By signing and submitting any proposal for \$100,000 or more, the Proposer certifies that the represented company, as well as any subcontractors or principals, are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of suspended or debarred parties can be viewed via the internet at <http://www.epls.gov>.

V. CONTRACT TERMS AND REQUIREMENTS

A. Contract Negotiations

If, for any reason, the Proposer most responsive to the Agency's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected, and the Agency may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

B. Non-Negotiable Contract Terms

Non-negotiable contract terms shall include but not be limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

C. Contract Award and Execution

The Agency intends to award a single contract to a single Proposer. The Agency reserves the right to enter into an Agreement, without further discussion of proposals submitted, based on initial offers received. This RFP, including any addenda, along with the selected proposal, will become part of any contract awarded by the Agency.

Proposed terms will be negotiated before a final contract is executed. Mandatory terms and conditions are not negotiable and will not be negotiated. Proposers are discouraged from submitting their own standard terms and conditions with their Proposals. If the contract negotiation period exceeds thirty (30) days, or if the selected Proposer fails to sign the contract within seven (7) calendar days of delivery, the Agency may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

D. Notice of Intent to Award

After review and approval of the Proposal recommended for award by the LHFA Board of Commissioners, LHFA will issue a *Notice of Intent to Award* to the selected Proposer.

LHFA will also notify all unsuccessful Proposers as to the outcome of the selection process.

E. Term of Contract

The initial term of contract shall be for a three (3) year period of time from the effective date of the contract, and may be renewed, at the discretion of the Agency, for a one year period. The contract can be extended a maximum of two times. Therefore, the maximum anticipated contract term is five years, and all Proposals should reflect services in anticipation of a maximum contract term.

F. Insurance Requirements

During the term of the contract, the Contractor shall at its own cost and expense, procure and maintain the types of insurance listed below. The proposer's inability or unwillingness to meet these requirements as a condition of award, may, at the sole discretion of the Agency, be rejected and returned as nonresponsive without review.

The selected Proposer shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by Contractor, its agents, representatives,

employees and/or subcontractors. General liability insurance shall name the Agency/State of Louisiana as an additional insured, and evidence of this shall be provided to the Agency upon initiation of a contract. Contractor shall include all subcontractors, if any, as insured parties under its policies or shall furnish separate certificates of insurance for each subcontractor. Contractor must furnish proof to the Agency of the continuing effectiveness of such insurance for the term of any ensuing contract with the Agency. Contractor shall maintain limits no less than:

1. **Commercial General Liability:** One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
2. **Automobile Liability:** One million dollars (\$1,000,000) combined single limit per accident, for bodily injury and property damage.
3. **Workers Compensation and Employers Liability:** Workers Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability coverage. Liability insurance and worker's compensation insurance must be in amounts and of a scope reasonably satisfactory to Agency.
4. **Errors and Omissions Insurance:** Contractor shall procure and maintain insurance against the misfeasance, malfeasance, or nonfeasance (errors and omissions) of the Contractor relating to the management of the Property with limits not less than one million dollars (\$1,000,000) per occurrence and a discovery period of not less than eighteen (18) months with a deductible of not less than ten thousand dollars (\$10,000) per claim.
5. **Blanket Crime Insurance:** which includes Employee Dishonesty coverage, naming the Agency as "Loss Payee"; and
6. **Fidelity Bond:** within limits not less than one hundred fifty thousand dollars (\$150,000) per occurrence (for those employees handling rents, receipts, petty cash, invoices, bills and other monetary transactions and documentation)

G. Confidential and Proprietary Information

All financial, statistical, personal, technical and/or other data and information relating to LHFA's operation which are designated as confidential by the Agency and made available to the Contractor for the fulfillment of this contract, or which become available to the Contractor in the process of fulfilling this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and/or information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided to the Contractor, in writing, by the State. If the methods and procedures employed by the Contractor for the protection of the Agency's data and information are deemed by LHFA to be adequate for the protection of its confidential

information, such methods and procedures may be used, with the written consent of the Agency, to fulfill the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the contractor outside the scope of the Contract, or is rightfully obtained from third parties.

Under no circumstances shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval from LHFA.

H. Prime Management Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in its Proposal, whether or not they are produced or provided. The Agency shall consider the selected Proposer to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the contract.

I. Use of Subcontractors

The selected Proposer shall serve as the single prime contractor for all deliverables and work performed pursuant to the terms of the entire contract. This general requirement notwithstanding, the Contractor may enter into subcontractor arrangements. Proposals may be submitted which identify subcontract(s) with others provided the selected prime contractor acknowledges total responsibility for the entire contract.

Should it be necessary for the prime contractor to use subcontractors, the Agency urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime contractor should be identified to the Agency.

Information required of the prime contractor under the terms of this RFP shall also be required for each subcontractor, and any and all subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance with the terms of the entire contract.

J. Billing and Payment

Billing and payment terms shall be negotiated with the selected Proposer.

K. Prohibited Activity

Contractors are prohibited from using funds provided herein or personnel employed in the administration of this program for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism. The Contractor is responsible for ensuring that all subcontractors and Project Sponsors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism.

VI. PROPOSAL FORMAT

Proposals submitted for consideration must adhere to the following format/order of presentation:

A. Cover Letter

The cover letter should exhibit the Proposer's understanding of and approach to the project. It should contain a substantive summary of the Proposer's ability to perform the services described in the RFP and confirm that the Proposer is willing to perform those services and enter into a contract with the Agency.

The cover letter should also:

- Clearly identify the submitting Proposer;
- State the name, title, physical address, mailing address, telephone number, fax number and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- State the name, title, physical address, mailing address, telephone number, fax number, and e-mail address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. Table of Contents

The Table of Contents must be organized in the order cited in the requested proposal format.

C. Proposal Elements

1. Qualifications and Experience

The Proposal must provide the history and background of the Proposer, evidence of its financial strength and stability [including financial statements, annual reports and/or similar data for the last three (3) years], the physical location of its corporate office, a description of related services provided to other government entities, evidence of existing customer satisfaction, a demonstrated volume of merchants, and other substantiating evidence, as appropriate.

2. Financial Proposal

- a. The financial portion of the proposal shall include any and all costs the Proposer desires to have considered in any contractual arrangement with the Agency.
- b. Please include an organizational chart for all staff necessary for the performance of the duties listed in this RFP. For all staff declared in the organizational chart, provide a schedule of wages and salaries.

- c. Proposers must submit the expected Management Fees, as a percentage of gross rental receipts.
- d. All cost associated with any proposed services for the implementation and administration of any contract ensuing from this RFP, including, but not limited to, the provision of all deliverables and other goods and services outlined in this RFP shall be included and clearly defined as operating costs.
- e. Prices proposed shall be firm for the duration of any ensuing contract. Consumer Price Indexing (CPI) increases in rates, or other proposed escalations in costs for all services provided by the Contractor must be clearly defined and accounted for in the submitted proposal.
- f. *Operational projections* shall include:
 - 1) An operational cost for the first year of the contract, which shall include projections for all necessary management, staffing, overhead, for management of the property for:
 - a) 6 months;
 - b) 12 months; and
 - c) 2 years
 - 2) The expected "Management Fee" presented as a percentage of gross rental receipts.
- g. *Supplemental Management Fees.* In the case of a natural disaster or other disaster such as a fire that generates real property damages in excess of one hundred thousand dollars (\$100,000.00), the Agency and Contractor shall meet and re-negotiate a fee structure agreeable to both parties for an interim recovery period. Additional compensation may be given to the Contractor, depending on the necessary Property Management/Maintenance and/or Project Management/Maintenance services.
- h. *Taxes* -- Any taxes other than State and Local Sales and Use Taxes, from which the State is exempt, shall be assumed to be included in the Proposer's costs.
- i. *Other* -- Potential costs and/or charges, if any, for any and all proposed services associated with the implementation and administration of this RFP which should be considered by the Agency shall be submitted in the proposal.
- j. Each Financial Proposal must also include a detailed listing of all expenses or fees that the Proposer deems as Additional Services which are to be paid directly to a sub-contractor. These expenses shall be based on the actual costs incurred with no mark-

up for overhead and/or profit allowed. If periodic building-related services (e.g. electricians, plumbers, etc.) are to be provided by subcontractors, a list must be provided that includes titles and respective hourly rates. Any expenses not specifically included will not be eligible for reimbursement and must be absorbed by the Management Fee.

3. Technical Proposal

Each Proposal should address how Proposer will meet all the requirements of this RFP, with particular attention paid to the following elements:

- a. Information demonstrating the Proposer's understanding of the nature and scope of this project.
- b. Information demonstrating staffing capabilities sufficient for the fulfillment of a management contract ensuing from this RFP, including:
 - 1) The size and experience of the corporate staff pool from which staff assigned to the management contract can be drawn.
 - 2) The level of staff to be assigned to this project.
 - 3) The composition of the staff team to be dedicated to this assignment, including:
 - a) The names of the employees in the area responsible for this contract (identified staff must have direct property management related experience).
 - b) The function in the company, title, and number of years of service with the Proposer's firm of each named employee.
 - c) Detailed resumes for the specific individuals designated to work on this contract, specifying educational and work experience deemed relevant to the type of work to be undertaken.
 - d) The name of the person designated as the "Project Leader," who will be responsible for the coordination of the work efforts of the other individuals. Information to be provided regarding the project leader must include:
 - i. Length of career in providing Property Management Services
 - ii. Professional designations
 - iii. Number and size of properties managed in the last three years

- e) The anticipated volume of work to be performed directly as well as that to be subcontracted. When any subcontractor will be used in a particular discipline, the subcontractor's qualifications should be described in detail, if known.
- c. References (at least three) documenting Proposer's experience, including the following information for all property management services provided over the last three years or currently in progress:
 - 1) Identification of each Reference, including name, title, company name, telephone number(s) and other contact information.
 - 2) A list of all rental housing complexes where the Proposer is the Property Manager, highlighting those properties which have leases with the State of Louisiana or other government organizations.
 - 3) A list of the Proposer's notable accomplishments, including the name of the entity or company served, the transaction size, the level of difficulty, and dates from onset to conclusion.
 - 4) Team personnel assigned to each of the complexes listed.

4. Innovative Concepts

A presentation of innovative concepts, if any, that clearly demonstrate proposers understanding of the Agency's management scheme and relates a unique approach to achieve the desired results of high occupancy and low turnover, may be submitted for consideration.

5. Deliverables

Proposed deliverables should be described in detail along with how the proposed deliverables will be provided.

6. Supplementary Information

Any appropriate information necessary to demonstrate the Proposer's qualifications and experience, including business and/or personal references, should also be included.

LHFA reserves the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

7. Miscellaneous

Any other information deemed pertinent by the Proposer, including terms and conditions which the Proposer wishes the Agency to consider, should be submitted in detail.

VII. EVALUATION AND SELECTION PROCESS

An evaluation team will evaluate all Proposals and determine which proposals are reasonable choices for selection and contract award. If required, written or oral discussions may be conducted with any or all of the Proposers to assist in making a final determination. If such interviews are conducted, the Agency's appraisals of the presentations will also be factored into the final scores assigned the proposals. However, Proposers are advised that award may be made without interviews or further discussion. The evaluation team may reject any or all proposals if none is considered in the best interest of the Agency.

The Evaluation Team will use a point system to create a list of Proposals in ranked order. Up to 100 points can be awarded to proposal identifying approach and scope of services, experience, and organizational staffing and management. Financial Proposals will be evaluated separately by the evaluation team and can be awarded up to 50 points.

A written recommendation for award will be made to the Agency's Board of Commissioners for the Proposer whose proposal, conforming to the RFP, provides the proposal best suited to meet the Agency's requirements and needs for the management of the Property.

Proposals will only be evaluated based upon material and substantiating evidence presented to the Agency and not on the basis of anything that may be inferred. Entities unable to demonstrate, to the satisfaction of the evaluation team, the necessary expertise and experience to complete the scope of services within the necessary time frames will not be considered.

Each Proposal will be evaluated using the criteria detailed below.

A. Technical/Management Proposal: 100

1. Approach and Scope of Services: 50 points

- a. Proposal is complete and follows the outline in Section IV Proposal Format of this RFP.
- b. Quality of approach and methodology for performing the effort clearly demonstrates an understanding of the applicable issues and requirements for managing this property.

- c. Quality, clarity and thoroughness of scope of services, including the extent to which alternative approaches/tasks will achieve objectives, demonstrate a thorough understanding of the principles of property management.
- d. Quality, clarity and completeness of the sample (or actual, if available) property management manual indicates a practical application of the principles of property management.
- e. Proximity of Proposer's principal office to the Property and LHFA.
- f. Innovative concepts

2. Experience: 30 points

- a. Quality, extent and relevance of Proposer's operational experience (including sub-contractors) in conducting all facets of property operations
- b. Quality, extent and relevance of Proposer's property management experience (including sub-contractors) in conducting similar efforts, particularly of a magnitude and setting similar to that described by this RFP
- c. Quality, extent and relevance of experience, education and training of key personnel (including subcontractors)
- d. References support Proposer's claims relative to:
 - 1) Proposer's service capability, reputation, facilities, equipment and past performance.
 - 2) Proposer's previous performance in contracts or business dealings specifically with municipal, state or federal agencies, and/or other government entities.

3. Organization, Staffing and Management Plan: 20 points

- a. The project organization and management plan provides detailed descriptions and indicates high quality management skills and expertise.
- b. Extensive provisions are included for successful, timely and fully compliant program implementation as evidenced by the:
 - 1) Plan for controlling the effort
 - 2) Coordination of subcontractors, joint ventures or teaming arrangements
 - 3) Plan for phasing personnel into the effort

- 4) Quality of interaction and coordination with LHFA
- 5) Reporting methodologies

B. Financial Proposal: 50

The pricing proposal will be evaluated for reasonableness of cost for the total effort. It may also serve as the basis for subsequent negotiations of price if necessary. Pricing proposals must be complete, accurate and well documented. Any pricing conditions or contingencies must be clearly stated.



Louisiana Housing Finance Agency

KATHLEEN BABINEAUX BLANCO
GOVERNOR

MILTON J. BAILEY
PRESIDENT

December 11, 2007

2415 QUAIL DRIVE
BATON ROUGE, LOUISIANA 70808
(225) 763-8700
FAX (225) 763-8710
TTY/TDD (225) 763-8762

Mr. Art Wells, Director
Louisiana Multifamily Program Center
US Department of Housing and Urban Development
500 Poydras Street, 9th Floor
New Orleans, Louisiana 70130

RE: GASLIGHT SQUARE APARTMENTS

Dear Mr. Wells:

In a letter dated September 24, 2007, LHFA requested several variances to construction work at the existing Gaslight Square Apartments located at 8800 I-10 Service Road, New Orleans, Louisiana 70127 due to damages caused by Hurricane Katrina. The letter was signed by Mr. Keith Cunningham and asked for the following:

1. Permission to allow the new units to be made available for home ownership opportunities.
2. Permission to adjust the design and unit mix to address the post Katrina population.
3. Permission to reduce the total number of units, again to address the needs to the post Katrina population.
4. Permission to designate the primary use of the complex as a "Senior Village."

LHFA received a response in the form of a letter dated September 28, 2007. The letter was signed by you, and asked for supportive information for each of the four variances as follows:

1. State the number of units for sale.
2. State the LHFA's recommended design and mix of units.
3. State the number of units that LHFA will develop.
4. Provide details about the Senior Village.

Addressing each of the issues:

1. The units will no longer be offered for sale.
2. The unit mix will consist of 80 single-family residential cottages, and 144 apartments.
3. There will be 224 total units, in addition to "community support services" such as laundry and retail services.
4. Although attached you will find a preliminary site analysis, program, and budget for the Senior Village, the concept is based on the following information:

Statement of the Problem:

Elderly residents in New Orleans and Saint Bernard were particularly affected by Katrina since the stock of affordable senior housing all but disappeared. In addition, the contiguous communities were also adversely affected. This problem is illustrated by the "Unified New Orleans Plan for Recovery and Rebuilding" by stating that seniors 55 and older in Districts 9, 10, & 11 (which encompass Eastern New Orleans) have an immediate need for housing; highlighting LHFA as a potential partner in the creation of senior housing units. Through this project, LHFA will create a "senior village" that will be a combination of independent and congregate living.

In Katrina's wake, most displaced residents were adamant about going back home, but today many are telling family, friends, and case managers that the reality of lost neighborhoods, demolished homes, dispersed family, lack of transportation, and the closing of medical facilities have caused them to rethink where they would like to settle. Elderly residents also face the following problems:

- Access to adequate medical care to treat chronic health conditions that require both primary health care and specialists.
- Isolation from health care and community services since many do not have access to private and/or public transportation.
- Support in accessing social services such as SSI, in addition to aging network services for which many qualify but are unaware of their existence and availability.
- Fear of trailer-park neighbors.
- Needed assistance in filling out the "Road Home" application, filling insurance claims, and FEMA disaster forms, making follow-up phone calls (many can no longer afford cell phones), and hiring contractors to reconstruct their homes.
- Depression and anxiety resulting from being uprooted from life-long homesteads, family, friends, and community neighbors.

So displaced residents in New Orleans, the elderly in particular, face three major obstacles:

- A lack of affordable housing.
- A lack of a supportive and healthy community.
- A lack of a social and medical "safety-net."

Proposed Solution:

To address the problem, the Louisiana Housing Finance Agency (LHFA) will build a "Senior Village" in Eastern New Orleans that will be composed of 144 apartments. In addition, LHFA will construct 80 single-family residences for citizens currently housed in temporary FEMA trailers. The project's location will be an 11.5-acre site currently identified as "Gaslight Square Apartments." To address the myriad of social issues mentioned above, LHFA will partner with a not-for-profit such as Catholic Charities of the Archdiocese of New

Orleans (CCANO) to provide those social services that will assure a healthy and vibrant community. The idea is to "bring the community back" so that the residents -- particularly the elderly -- are integrated into a "working neighborhood;" a community that will include basic services such as transportation, laundry facilities, and food services. The community will include commercial services with retail shops such as a neighborhood grocery store.

The Traditional Neighborhood Concept: The senior village will be based on the concept known as Traditional Neighborhood Developments (TNDs). TNDs incorporate most of the initiatives that are now commonly identified as "Sustainable and/or Green Design." The basic concept is to develop a community where social interaction is encouraged through the use of front-porches, sidewalks, and common recreational areas such as parks and/or playgrounds, so that a TND community includes the following attributes:

- Compact, walkable neighborhoods.
- Clearly defined civic spaces that include small retailers that support the local residents.
- Interconnected streets, with few (if any) parking lots that are placed away from "sight lines."
- A mix of housing options.
- Green/Recreational spaces.

The Structures: The community will include a five-story structure of about 144 individual apartments located in levels two thru five. The first floor will include common areas with support activities such as food services, a visitor's center, and a chapel. The commercial component will include about 15,000 square feet of retail space -- preference will be given to retailers who are also residents of the development. The single family residences will include 80 "Louisiana Cottages," each on individual lots.

Proposed Program:

- Over 3,000 elderly currently living in FEMA trailer parks in Louisiana have been severely impacted by not only losing their homes but by also losing extended families, connections to life-long neighbors, communities, social supports and health care providers. Our proposed community offers elderly residents a new start that goes beyond providing them wrap-around social services as it will foster human connectivity. It has been proven that this type of holistic approach to elderly housing nurtures and enhances the quality of life of each resident.
- Catholic Charities of the Archdiocese of New Orleans (CCANO) will help in the effort to solicit applications from elderly, FEMA Trailer Park residents to relocate to the senior village. CCANO will conduct a geriatric assessment and relocation plan for every applicant to assure that their needs can be met and are appropriate for independent living. CCANO will also help to design and develop resident services for the returning seniors.

Letter to Art Wells (continued)
HUD La. Multifamily Program Center
December 11, 2007
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In closing, this project presents an opportunity to implement a holistic approach to housing elderly citizens. A venue for consolidated social support will be created by the generation of a concentrated setting, rather than being dispersed among a wide variety of trailer parks. It becomes more efficient to expedite and triage services to this highly vulnerable special needs group when they are in one place, especially during emergencies and disasters. There is a vast and extremely well organized "aging network" nationwide that can be marshaled to provide on-site geriatric assessments and bring services to displaced older people in this type of consolidated village setting. Beyond the community services offered, the elderly themselves can provide social and emotional support to each other. Moreover, they can be spared from the physical and emotional hardship of relocating from one emergency shelter and trailer park to another by being offered permanent housing within a village community setting from which they can start again to spend the rest of their lives in peace from the very onset of the disaster that has caused their displacement.

Respectfully,



Roger J Tijerino, RA, PH.D.
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RJT:beb

Enclosures

Village de Jardin

FOCUS GROUPS



Linda Rhodes Consulting

Preliminary
Information

TO: MICHAEL HOLLY, HOLLY & SMITH ARCHITECTS; ROGER TIJERINO, LHFA
FROM: DR. LINDA RHODES, GERONTOLOGIST CONSULTANT
SUBJECT: VILLAGE DE JARDIN: PEER REVIEW OFFER AND FOCUS GROUPS
DATE: 11/3/2008

PRO BONO OFFER OF PEER REVIEW

One of the tasks you've asked me to perform is to seek out expert advice in areas beyond what I can offer. I am happy to report that David Hoglund of Perkins Eastman who has received national awards in designing senior living communities is willing to review the latest revised schematics following our session of August 11th – if you would like. He is also happy to share information on universal design related to the specifications of the congregate units and individual living units at the Village and can identify vendors they've used for bathroom toilets, showers, tubs and fixtures and kitchen appliances. This peer review is pro bono. You can learn more about David at www.perkinseastman.com and the many senior living communities they have designed. I've pasted his bio at the end of this memo. For background, we appeared on a panel together in Pittsburgh with the philanthropic foundation community and I know him through a colleague of mine, Paul Winkler, who is the CEO of Presbyterian Senior Care – a large Continuing Care Retirement Community in Pittsburgh that also operates several congregate facilities in the region. Let me know if you would like to proceed with his offer and I'll introduce you to each other.

FOCUS GROUPS

One of the areas that we have discussed is finding a way to gain input from potential residents during the planning stages to inform the design and service offerings of this new senior living community. The challenge is to tap our clients' insights on lifestyle, community and sense of "home" without giving people the impression that they are actually voting on a particular design over another. It would be wise to seek their input now rather than later so that the local community and the older population who will reside at Village de Jardin can become invested in and receptive to the project. As learned from the Louisiana Speaks program (www.louisianaspeaks.org):

"Participants repeatedly stressed the important aspects of house and community design that contribute to local culture and social relations. Workshop and charrette participants were passionate about the built environment and its close connection to their cultural and social traditions, their image of themselves, the particular region in which they live and to all aspects of life. Participants also spoke sadly and (angrily) about how recent development and architectural practices have diluted the uniqueness of places and their character. Sprawl, strip commercial development, standardized buildings reflecting national chains rather than local identity) and monolithic, single-income, cookie cutter style subdivisions have all eroded a sense of place." (Page 2, Louisiana Speaks Pattern Books),

Conducting focus groups also allows us to preemptively address issues that could evolve into larger problems. For example, Senator Ann Duplessis at the announcement ceremony pulled me aside and made it very clear that using the terminology of "mixed-use" housing was interpreted by her constituents to mean that younger families would be mixed in with seniors and it would essentially create "Gaslight" all over again. Just clearing up terminology with her, helped address this problem. She also related that older residents really want a secure, gated community exclusively offered to the senior (55-plus) age group. Up until this point, we believed that offering some homes in the village to younger families may be beneficial and welcomed. Focus groups could help us answer this question more fully.

To better advise you -- and in an effort to gain added insight as to our discussion of determining architectural styles that appeal to our senior clients -- I'd like to receive your go-ahead to design and conduct focus groups that you would find helpful to the developmental design process. The first step is for me to present the process and questions to you that I would ask the participants and then gain your feedback and make refinements. It would be very helpful, if you would share with me what *you* want to learn from the participants. And, any concerns you may have as to the process.

In terms of timing, I can have the questions and process outlined to you in a few days. We could identify participants from several sources such as: Senator Ann Duplessis, the New Orleans Council on Aging (Howard Rogers) and Catholic Charities of Baton Rouge (Jim Kelly). I would see conducting the focus groups at convenient locations and offering the participants food and refreshments along with some other give away in appreciation of their time. I could conduct two groups a day: one in the morning and one at lunch over a three day period (most elderly don't like coming out in the evening). A group of 10 to 12 seniors would be best, thus, we could reach about 60 to 70 people. Once I start seeing a repetitive trend among responses, then it's pretty clear we're on the right track and we no longer need to conduct more focus groups. We could do these in October and I could begin working on the logistics immediately, once you approve the process.

I had the good fortune of speaking with Stephanie Banes who conducts focus groups for Perkins Eastman when they design senior living communities for a wide range of clients. She shared a number of questions and techniques she uses that have proven very helpful. She has also offered to provide me a peer review of the process and questions that we plan to employ. The overarching mission of our focus groups is to discover from our clients what "home" and "community" means to them and what each looks like.

So, may I have your approval to begin designing the process and identifying the questions for the focus groups? And, again, what would *you* like to learn from the focus groups? Any concerns regarding the process? It would also be best if a member of your team attended the sessions with me.

I hope you and your families escaped the damage from the last two storms and that life is getting back to normal.

Any questions, just give a call.

J. David Hogleund, FAIA



David Hogleund is a Principal and Director of Perkins Eastman and has led the firm's branch office in Pittsburgh since its inception. A recognized expert in the design of facilities for the aging, he has written and lectured extensively on these and related subjects. His expertise and knowledge have made Mr. Hogleund a valuable firmwide resource on planning, programming, and feasibility analysis, as well as construction administration, cost control, and schedule issues for numerous project types.

As Principal-in-Charge and Project Director, Mr. Hogleund has been involved in numerous architectural, planning, and interior design projects encompassing a variety of building types. In addition to the Pittsburgh office's regional work, Mr. Hogleund has worked extensively in both the United States and Japan.