

Creating a Safe Harbor After Hurricane Katrina: A Case Study of the Bayou La Batre Alternative Housing Pilot Program



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The primary authors of this case study are Janet Pershing of Amy Jones & Associates, Inc. and Lauren Dunton of Abt Associates. Dana Bres of HUD's Office of Policy Development and Research (PD&R) authored Chapter 3, which reviews and summarizes the building sciences evaluation in Alabama. Erin Wilson, Larry Buron, and Jill Khadduri of Abt Associates provided technical review. Jeff Smith and Mylene San Gabriel, also of Abt Associates provided production assistance. The authors are appreciative of the guidance and support provided by Cheryl Levine at HUD and Naomi Johnson and Mikhael Schlossman at FEMA.

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The cover photographs are courtesy of the City of Bayou La Batre (motor boat in the storm), Naomi Darby of Polysurveying Inc., (streetscape), and Janet Pershing of Amy Jones & Associates (the other four pictures).

Executive Summary

Introduction

Following Hurricanes Katrina and Rita, FEMA deployed 130,181 travel trailers and mobile homes to house disaster survivors along the Gulf Coast. During this time, it became clear that the breadth and severity of the damage would require a long recovery period and that the trailers were not appropriate long-term temporary housing for displaced households. In June 2006, Congress appropriated \$400 million to the Federal Emergency Management Agency (FEMA) for a pilot program to identify, implement, and evaluate alternatives to FEMA's traditional disaster housing options for disaster survivors.

FEMA offered the opportunity to apply for Alternative Housing Pilot Program (AHPP) funding to the States of Alabama, Florida, Louisiana, Mississippi, and Texas, the five states most severely affected by Hurricanes Katrina, Rita, and Wilma. FEMA's particular interest was to identify unit types that would be suitable for short and intermediate housing following a major disaster. Grantees were given significant latitude in both the design of the units and how the program would be administered. FEMA selected projects for funding in four states. One of those projects was located in the City of Bayou La Batre, Alabama, which received an AHPP grant of \$15,667,293. This Executive Summary highlights key aspects of the Bayou La Batre program and provides the preliminary observations and lessons learned that are discussed in more detail in the full case study that follows. This case study is one part of FEMA's broader effort to evaluate the pilot program and identify lessons that can be applied in future disaster situations.

FEMA contracted with the Department of Housing and Urban Development (HUD) to oversee an evaluation of AHPP implementation and outcomes. The evaluation is composed of two parts. The National Association of Home Builders Research Center, Inc. is tasked with evaluating the units and installations from a physical (building sciences) standpoint, including the speed and ease of construction and installation, durability, safety, and energy efficiency. Abt Associates, Inc. is conducting a "quality of life" evaluation that includes an assessment of the livability of the units as perceived by program participants, the extent to which the units aided participants' recovery, how the units were perceived by community stakeholders, and how the grantee's organizational capacity and implementation approach affected program and participant outcomes.

The implementation process for the four AHPP grantees will be followed through 2010. Two formal surveys of program participants will be conducted over the course of the project to help identify outcomes for participants. The first follow-up survey in Bayou La Batre is scheduled for October 2009, with a second survey scheduled for the summer of 2010.

This case study of the Bayou La Batre Alabama AHPP program is one of a number of reports to be produced for the quality of life evaluation. It covers the first two years of program implementation in Alabama, from August 2007 through July 2009. The timing of other evaluation reports will vary depending upon each grantee's implementation schedule. Case study reports will be prepared for each site as it nears full occupancy. Interim and final reports will summarize the results of the participant surveys and make cross-site comparisons. The final report will be issued in late 2011.

Grantee Organization

The State of Alabama's AHPP grant proposal for the City of Bayou La Batre was selected for \$15.6 million of funding. The State asked FEMA to provide the grant directly to the City, rather than working through the State. This eliminated one layer of complexity in the administrative process.

Bayou La Batre, a city of just over 2,000 people, hired a small local consulting firm, Galbraith & Associates, to handle day-to-day administration of the program and ensure compliance with all grant requirements. Polysurveying Inc. oversaw the engineering aspects of the AHPP project. Galbraith & Associates and Polysurveying both had prior experience working with the City and at the time of the AHPP grant opportunity announcement were helping the City implement a Community Development Block Grant (CDBG) program to aid homeowners who experienced significant flood damage from Hurricane Katrina.

The Mitchell Company, an Alabama-based developer with experience in both residential and commercial development, served as the general contractor. In this role, the company was responsible for overseeing and coordinating site preparation, construction of the modular units, transportation of the units to Bayou La Batre, installation of units on their foundations, and finishing work. Palm Harbor Homes, one of the nation's largest manufacturers of factory-built homes, produced the modular units.

Bayou La Batre Program Design

The City of Bayou La Batre approached the AHPP program with a focus on transitioning families directly from post-storm FEMA trailers to permanent housing. The project was conceived on the premise that families would prefer to live for a somewhat longer period in emergency shelter if they could then move directly into high-quality permanent housing, rather than transitioning first from emergency housing to transitional housing, and then to permanent housing. Bayou La Batre focused its AHPP resources on producing those permanent units as rapidly as possible.



Photo: Permanent housing units in the Safe Harbor subdivision. (Courtesy of Amy Jones & Associates/Janet Pershing)

The City considered building elevated units on in-fill lots in areas that had been flood-damaged, but ultimately chose to place all units in a housing project in a safe haven outside of the storm surge area. Development of Bayou La Batre's new Safe Harbor Estates and Safe Harbor Landing tested the concept that a new subdivision designed to permanently house disaster survivors could be developed quickly using appropriate modular housing.

The Alabama AHPP program was open to both homeowners and renters who had housing needs resulting from Hurricanes Katrina or Rita. A system was developed for selecting applicants based on factors such as place of pre-disaster residence (with priority to Bayou La Batre residents), receipt of government disaster assistance (with priority to FEMA assistance), and continued need for permanent post-disaster housing assistance.

A key element of the Bayou La Batre program was to focus on quality of life issues in the development. After negative experiences with the establishment of an emergency trailer site after Hurricane Katrina, the City determined that strict rules were needed to ensure that the development would be an attractive and safe place to live. To this end, the City implemented criminal background checks to screen out sexual predators, violent criminals, and those with a history of drug-related crimes. In addition, the City established strict covenants governing life in the development, with rules covering a range of topics, from unit maintenance to quiet hours to pet policies.

The Bayou La Batre AHPP project also took into consideration broader community planning issues. Unlike in-fill housing, a subdivision approach required planning for green space, park facilities, and other amenities that affect the quality of life in a community.

Unit Design, Production, and Installation

The City's goal was to design units that could be manufactured and installed quickly, but were also of high enough quality to provide a long-term, permanent, affordable housing solution. The City's original plans for 194 units had to be scaled back, and after budget reductions, revisions to comply with government requirements, and project redesign, the 100 homes actually produced were more modest than those initially envisioned. Nonetheless, the units retained many of the original key features, including wind-resistant siding and roofs, mold-resistant construction materials, and energy-efficient features.

The AHPP homes were factory-built modular units, and ranged in size from one bedroom and a den to four bedrooms. They included features such as covered front porches, a dining area in the kitchens, vaulted ceilings in the living rooms, air conditioning, ceiling fans, washer/dryers, and window treatments.

As required under the AHPP program, all units came equipped with basic furniture and a "living kit" of kitchen equipment and linens - the basic furnishings a family that had lost everything in a storm might need. Square footage ranged from 820 to 1360 square feet.



Photo: A completed Safe Harbor home.
(Courtesy of Amy Jones & Associates/
Janet Pershing)

In addition to standard permanent housing units, the AHPP program required the City to include units that could be re-deployed in the event of a future disaster. The City accomplished this by constructing 10 of the 100 homes as single-wide units, attached to their foundations in such a way that they can be removed and transported elsewhere if necessary. The City's agreement with FEMA stipulated that these units will be available for redeployment only if they are vacant at the time they are needed. Six percent of the units provided accessible features for people with mobility impairments. This exceeded the Uniform Federal Accessibility Standards (UFAS) requirement that five percent of the units be accessible and provided more accessible units than the applicants actually needed. The table below provides a summary of unit distribution and sizes.

A Summary of AHPP Unit Distribution and Size

	Number of Standard Units	Number of UFAS Units	Total Units	Square Footage
Re-deployable				
1-Bedroom plus den				
2-Bedroom	7	3	10	820 sq. ft.
2-Bedroom	65	0	65	1,035 sq. ft.
3-Bedroom	17	2	19	1,155 sq. ft.
4-Bedroom	5	1	6	1,360 sq. ft.
Total	94	6	100	

Because the units were built in a subdivision rather than as in-fill housing, neighborhood amenities were of considerable concern to the City. Amenities included in plans for the neighborhood were:

- A playground (supplemented with \$16,000 Bush-Clinton Grant funds that remained available to the City after completion of another project)
- A 'tot lot'
- A quiet garden
- Off-street trailer and boat storage
- Space for future community center
- Lots available for future in-fill housing to foster community diversity (i.e., not only Katrina survivors), including units for City police officers and fire fighters.
- Landscaping trees (provided for use throughout the City, including the Safe Harbor development, through a \$20,000 grant from the Department of Agriculture and a donation of trees from Auburn University).

The Alabama AHPP team sought supplementary funds from other sources as well. Some requests for supplementary funding were successful but required a matching component that the City was unable to provide (e.g., Alabama Department of Transportation grants for sidewalks between the Safe Harbor development and the nearby high school and elementary school, and for vans to provide public transportation to employment centers). Other grant applications were unsuccessful (e.g., a request for CDBG funds to construct the planned community center).

Homeownership Program

The Bayou La Batre project was initially envisioned as a homeownership program. However, working out details of how to finance and sell the units proved to be a complex process. In addition, it became clear that not all participating households wanted to be homeowners and not all had the financial resources to buy and maintain a home.

To expedite the process of placing families into the units, the City chose to open all of the units as rental housing. The team intends to develop an ownership program over the coming year. The hope is to allow those residents who are in a position to take on the responsibilities of homeownership to purchase their units after the first year of the program. A rent-to-own arrangement is anticipated, in which rent payments already made will be credited toward homeownership for those families that ultimately do purchase their homes.

Observations and Lessons Learned

This case study captures the Bayou La Batre project as housing construction activities were winding down and long-term operations were beginning. Although both the quality of life and the building sciences studies are still underway, it is possible to make preliminary observations and suggest lessons that may be of value to decision makers for future disaster housing programs.

The Safe Harbor Development

Observations

- The Bayou La Batre program produced high-quality permanent units that met or exceeded the standards set by HUD for manufactured housing.
- Although testing is not yet complete, the sturdy materials used in the AHPP units are expected to result in units that are generally more durable than trailers and traditional mobile homes, with greater wind resistance and fewer mold problems.
- Program participants and neighbors perceived the units' design and landscaping as attractive.
- A flexible approach to unit design and construction allowed the Alabama AHPP team to make modifications throughout the development process. For example, cost savings were realized during construction by reducing the height of the foundations, and cost savings allowed the team to add side doors to the units.
- The development process took about two years from the effective date of the grant (August 2007) to full occupancy (July 2009) despite efforts on the part of the implementation team to expedite the development process. Development time from issuing the notice to proceed to the contractor (June 2008) to occupancy of the first units (November 2008) was approximately five months. The time elapsed from notice to proceed to full occupancy was just over a year.
- The initial federal government cost per unit, including both AHPP and CDBG funds, was approximately \$180,000. This figure includes not only land, infrastructure, and unit construction costs, but also furniture and living kits, project management until 2011, and non-project related costs such as attendance at grantee meetings and participation in the ongoing AHPP program evaluation process. In addition, proceeds from the sale of any of the units or lots will be used to produce additional affordable units. This should be considered when assessing the ultimate cost-effectiveness of the project.

- Government approval processes (e.g., environmental approval, accessibility for people with disabilities) take time, which can slow down the recovery process. At the same time, they help ensure that important safety and quality of life standards for both residents of the development and the broader community are met. Striking a balance in this area during a disaster situation can be difficult.
- Attention to the overall quality of the neighborhood and its amenities, such as parks, open spaces, and off-street parking for boats and trailers, was an important part of the City's strategy.

Lessons for the future

Establish a vision

In the wake of a disaster, efforts to ensure a rapid response could easily result in housing units that do not support the long-term interests of the community. Articulating a vision in advance of a disaster and sticking to the fundamentals of that vision can help ensure that disaster recovery units will be long-term assets for a community. This implies a need to integrate disaster recovery planning with long-term community planning and to include the diverse views of disaster response experts, housing experts, and community development experts in this process.

Establish technical and quality requirements for units in advance of a disaster

The City spent a good deal of time designing and redesigning the units to ensure they would meet the desired standards within budget. Similarly, lack of clarity about UFAS requirements resulted in investments of time and production delays. Construction could be expedited and unit quality enhanced if designs for both standard and UFAS-compliant units were developed in advance of an emergency.

Plans for coordination of government entities prior to a disaster

Some activities that encountered administrative delays in Bayou La Batre two to three years after the disaster could be expedited during an immediate post-disaster time frame with waivers of certain State and Federal regulations. With advance planning, post-disaster recovery efforts could be further facilitated by knowing exactly what waivers will be in place. This might involve establishing formal understandings about issues such as interstate transportation of oversized modular homes, modified procurement rules, and streamlining of environmental reviews in a post-disaster situation. Whatever the arrangements, clearly articulating them prior to a future disaster will allow those responding to the disaster to plan most effectively.

Plan in advance for a subdivision approach to housing after a disaster

The City was able to locate appropriate land for the AHPP subdivision, but the process required time for locating the land, making the purchase, and annexing the land to the City. To speed such a process in the event of a future disaster, participants in the Bayou La Batre process suggested that other communities consider land banking. In the event of a disaster, such land might be divided in a way that uses part of the site for temporary FEMA-trailer-type homes while permanent homes are built on the rest of the site. Once families are moved into their permanent homes, the trailers could be removed, and that land used for additional housing or for other community needs.

Consider not only unit quality, but also neighborhood quality when planning for post-disaster housing

When working in a subdivision context, planners need to integrate neighborhood amenities into the planned community design. This will help ensure that the housing units are located in a neighborhood that will remain attractive and desirable over time. Even if funds are not immediately available for all desired amenities, planning for them in advance will allow for the community to be enhanced gradually as funds are made available.

Be prepared for changes in plans

Over the course of the project, the Alabama AHPP team found numerous ways to adapt its original plans. Sometimes changes were made to deal with fiscal realities. Other times they were based on insights that helped enhance the quality of the units and the development. Any rigid requirements involving adherence to an initial plan, or cumbersome processes for approving minor alterations, would have slowed down the implementation process and resulted in an inferior final product. While it is important to hold developers to core standards, flexibility in the implementation process can be important to maximizing the quality of the units and the neighborhood.

Quality of Life

The results of the first survey of a large representative group of AHPP participants in Alabama will not be available until winter 2010. In the meantime, discussions with participants, Alabama AHPP team members, contractors, and local government representatives can provide a preview of participant perceptions.

Observations

- Residents experienced a sense of relief and elation upon moving to their AHPP units. After years of cramped quarters in a FEMA trailer and uncertainty about where they might go next, having a place to call home meant a great deal to the new residents of the AHPP development.
- Returning to “normal” through activities such as entertaining guests at Thanksgiving, hosting grandchildren for sleep-over visits, and having a private place to study were mentioned by residents as important changes in their lives.
- Residents had some trepidation about moving to a development that might suffer from the problems of crime and violence that plagued the City’s temporary FEMA trailer park shortly after Hurricane Katrina. To date residents have been pleased with the peace and quite and sense of safety offered by the AHPP development.

Lessons for the future

Take steps to establish and enforce community standards

Conducting criminal background checks took a fair amount of effort, as did developing covenants governing resident behavior and unit maintenance. The effort appears to have paid off in terms of the quality of life reported during the early months of occupancy in the development. Other communities facing disaster situations may wish to implement similar standards.

Offer support during the application and move-in process

Residents needed assistance throughout the application process, including help filling out application forms. Residents expressed great appreciation for the staff members who were available to ease their fears and answer “silly questions.” The Alabama AHPP team also found it important to provide in-depth move-in briefings for new residents. This helped ensure that residents thoroughly understood the lease and the covenants. In addition, the team walked residents through the operation of each appliance, system, and feature of the units to ensure that they would be able to properly use and maintain the unit. Allocating resources to address this human dimension is an important part of supporting a vulnerable and traumatized population following a disaster.

Community Response

The timing of AHPP, which began nearly two years after the disaster, makes it difficult to anticipate how a community might view such units immediately after a disaster. However, some aspects of the community's reaction can be expected in most situations.

Observations

- Over time, as plans became clearer and as the Safe Harbor subdivision started to take shape, community objections seemed to diminish. Seeing nice homes in a well-designed subdivision helped reduce initial anxiety about the project.
- Some City residents worried about what “bad elements” the units might bring to the community. After negative experiences with the FEMA trailer park, residents anticipated that a subdivision with a concentration of displaced families could turn into a violent, drug-infested blight on the City.
- Conducting criminal background checks and establishing strict covenants for the development helped reassure both residents and neighbors about the long-term prognosis for the Safe Harbor development. The extent to which such measures are enforced in the coming years will have a significant effect on community response over the long term.
- A focus on helping “locals” first was considered important to gaining community acceptance of the project.

Lessons for the future

Make strategic choices about communication with the broader community, especially prior to a disaster

The Alabama AHPP team conducted some outreach with the broader community, but the team's primary energy focused on the immediate and pressing problems involved in getting units installed and ready for occupancy. In addition, disseminating clear and accurate information to the community was difficult because plans for the development were evolving and changed several times throughout the process. Although community outreach can be difficult when the team has other priorities and when specifics about a development are in flux, communication can help community members acclimate to the plans. On the other hand, such communication can invite a level of community opposition that could delay or derail such a development. To the extent possible, having community conversations as part of a pre-disaster planning process could help ensure community input, while facilitating rapid deployment of a permanent housing plan.

Be concrete and tangible in communications with the broader community

Neighbors and AHPP residents alike indicated they had been afraid that the AHPP units would be flimsy mobile homes, despite promises to the contrary. Once in place, however, the units were generally deemed attractive or “cute.” Providing concrete information about the units' standards (e.g., information about the wind rating for the siding and roofs) and a model home for people to walk through could help minimize rumors and speculation. A similar communication strategy concerning plans for maintenance of the development would help ease neighbors' concerns about the long-term outlook for the neighborhood.

Organizational Capacity

Bayou La Batre, a tiny community with minimal City resources or staff expertise for reconstruction efforts, has succeeded in replacing 19 percent of its pre-Katrina housing stock with a combination of CDBG funding (44 units) and AHPP funding (100 units). This accomplishment was made possible through careful planning and committed tenacity on the part of those responsible for implementation of the projects.

Observations

- The Alabama AHPP team followed a well-defined hierarchical structure to ensure accountability and clear communication, while still remaining flexible to find solutions when roadblocks were encountered. This combination of clear organizational structure and commitment to problem solving allowed the team to accomplish a great deal.
- The City did not have internal capacity to undertake development of the AHPP units. Using a contractor to administer the process, as well as a general contractor to manage the construction aspects of the project, was invaluable for the City. At the same time, it was viewed as crucial for the City to remain in control of the process at the highest levels. Oversight by the City Council in terms of policy decisions and budget authority were important. In addition, close coordination with the Mayor to ensure day-to-day accountability to the City's vision ensured that the City got the outcomes it was seeking from its contractors.
- Simplicity was important for the project's success. The Alabama AHPP program developed only one floor plan for each unit size, with appropriate adaptations for UFAS-complaint units, and the team did not offer choices to residents about things like interior options, exterior color, or porch design. This streamlining was selected as a strategy based on the City's experience with allowing residents to make choices under the CDBG housing program. Not offering cosmetic options helped simplify the process and speed development of the units.
- The Bayou La Batre AHPP grant was structured to cover not only the costs of unit and neighborhood development, but also operations and management costs for several years. An important side benefit of this ongoing funding is that it will provide operational support for the development while the City's new Public Housing Authority (PHA) determines how to support the development's long-term operating costs while ensuring affordability for the families.

Lessons for the future

A strong and diverse team is essential for success

Asked what allowed them to replace nearly a fifth of the City's pre-Katrina housing stock in a short time period, the Alabama AHPP team cited the importance of assembling a group of qualified people with specialty skills in all the areas required for such a project. Having a savvy, organized team leader heading the team was considered essential. A staff that provided the needed support and appropriately interacted with applicants was also highly valued.

Future programs should incorporate a strong human services strategy

The Alabama AHPP team, made up largely of local people, knew its applicant population well and was prepared to offer support and assistance to those who needed it. The team viewed this as an important aspect of making the organizational processes move smoothly. Future disaster planning efforts may benefit from planning for ways to support residents, whether through formal case management or through a less formal system of providing support where needed.

Details on implementation through July 2009 are contained in the body of this report. The pilot program is ongoing through 2011. Further program updates will be provided in a brief 2010 interim report along with results of the first follow-up survey of Alabama's AHPP participants.

Chapter 1: Introduction to the Bayou La Batre AHPP Project

Overview

This case study describes and assesses program implementation for Bayou La Batre's Alternative Housing Pilot Program (AHPP) from the start of the program in August 2007 through July 2009. This chapter begins with a description of the methodology used to develop this case study. Next, it provides a description of Bayou La Batre before and after Hurricane Katrina. It also offers a brief overview of Bayou La Batre's AHPP program and provides a description of the program's participant population. Chapter 2 (*Project Implementation*) reviews project implementation, including the development of plans for the project, as well as changes that occurred along the way. Chapter 3 (*Preliminary Results of the Building Sciences Evaluation*) presents information about the units' performance to date from a building sciences point of view. Chapter 4 (*Property Management and Ongoing Operations*) reviews lease-up activities, housing operations and maintenance, and plans for homeownership. Chapter 5 (*Community Perspectives*) presents community perspectives about the project, including impressions from program participants and community members. The final chapter (*Observations and Lessons Learned*) provides observations about the program and summarizes lessons learned to date.

Methodology

The evaluation team collected data for this report from a variety of sources. The team conducted individual telephone interviews with key players and participated in regular conference calls with the grantee for monthly updates on program progress. Remote monitoring of grantee activities also included following news reports and reviewing other relevant sources, such as program reports, web sites, and books. The evaluation baseline survey of applicants provided basic demographic data. Researchers also made three site visits to Bayou La Batre in November 2007, October 2008, and February 2009. This field work involved conducting extended interviews with Alabama AHPP team members and City staff, collecting relevant documentation, touring the construction site, and discussing the project with residents and community members. Researchers also participated in a FEMA-sponsored grantee conference in February 2009 in Mobile, Alabama.

The evaluation team conducted in-depth interviews with staff of the City of Bayou La Batre and the Alabama AHPP team of contractors through both individual and group interviews during each of the three site visits. Interviews also were held with representatives of the nonprofit community and community leaders knowledgeable about the AHPP project. Informal conversations with community members not associated with the AHPP project were used to supplement the information gathered through planned interviews. These included interviews with four neighbors of the Safe Harbor development in February 2009, just over two months after the first units were occupied. Officials of several government agencies involved with the project also provided insights.

While on site in October 2008, the evaluators interviewed five AHPP applicants. At that time, the first group of units in Safe Harbor Estates was nearly ready for occupancy, and the applicants interviewed were slated to move in within a matter of weeks. The evaluators sought to understand participants' impressions of the units, their experience with the application process, and their expectations about the effects that moving to Safe Harbor would have on their lives. The participants were selected by the Alabama AHPP team, which was asked to arrange interviews with participants who would be available and willing to

participate, with as much diversity as possible in terms of race, ethnicity, age, and family circumstances (e.g., family composition, employment status, disability). An in-person, on-site discussion panel consisting of residents of Safe Harbor Estates also provided resident perspectives in February 2009, approximately two months after move-in.

Systematic information about resident perceptions will be gathered through structured, representative participant surveys in the fall of 2009 and the summer of 2010. Additional interviews with residents are planned in order to gather detailed information about household experiences in the years after moving to Safe Harbor. On-going discussion with the Alabama AHPP team and City staff will be used to gather insights about the operations phase of the project to inform the final evaluation report.



Exhibit 1-1: Map of State/County showing position of Bayou La Batre. (Courtesy of HUD/Dana Bres)

Bayou La Batre Before and After Hurricane Katrina

Hurricane Katrina struck the Gulf Coast on August 29, 2005, leaving the City of Bayou La Batre (see location in Exhibit 1-1) with the greatest concentration of storm damage in the State of Alabama. Most of the city is below sea level, and flood waters and winds in excess of 100 miles damaged or destroyed 65 percent of all occupied housing units. During and immediately after the storm City officials and volunteers used boats to rescue approximately 400 people from rooftops. In the aftermath of the storm, much of the city was under 15 feet of water and roughly 1,000 Bayou La Batre residents faced homelessness. In



Exhibit 1-2: Aerial view of Bayou La Batre before the storm, from the harbor entrance on the Gulf of Mexico. (Courtesy of U.S. Army Corps of Engineers/Adrien Lamarre) Fishing boats in Bayou La Batre. (Courtesy of Amy Jones & Associates/Janet Pershing)

addition, public buildings, schools, businesses, and churches were heavily damaged or destroyed. The municipal wastewater treatment plant also was flooded and sustained permanent damage.

Prior to Hurricane Katrina, Bayou La Batre was a small city with a population just over 2,300 people. It has been called the “Seafood Capital of Alabama” and has been frequently cited as one of the top ten seafood ports in the U.S. (see Exhibit 1-2). The storm greatly impacted the seafood industry, resulting in lost wages, inventories, and revenues totaling \$112 million. Seventy-four commercial fishing vessels were blown from their moorings during the storm and were stranded on dry land after the storm (see Exhibit 1-3).

Bayou La Batre residents were faced with the task of rebuilding in the face of this devastation and began acquiring the resources needed. In the spring of 2006, the City of Bayou La Batre applied for and subsequently received a substantial Community Development Block Grant (CDBG) from the Alabama Department of Economic and Community Affairs (ADECA). This funding was allocated for housing and infrastructure improvements to repair the damage to private dwellings and public facilities that resulted from Hurricane Katrina. Using these funds, the City has undertaken a wide array of housing and public infrastructure projects.

One of the CDBG projects involved helping homeowners replace seriously damaged homes with new modular homes, which are elevated to remain safe in the event of future storms (see Exhibit 1-4). It also provided an organizational model for managing the process of housing replacement, with the City overseeing a consultant who was responsible for the day-to-day operations of the project.



Exhibit 1-3: Katrina’s aftermath in Bayou La Batre’s industrial area. (Courtesy of the City of Bayou La Batre) Cargo ship and boats aground after Hurricane Katrina. (Courtesy of NOAA)

As helpful as the CDBG funds were, they were not sufficient to address all of the devastation left in Katrina's wake. When FEMA announced AHPP and requested proposals to explore innovative approaches to short- and intermediate-term disaster recovery housing solutions, ADECA urged the City of Bayou La Batre, as well as numerous other local jurisdictions, to develop applications.

The City's Vision for AHPP

While transitional housing such as FEMA trailers was considered invaluable and necessary, in the City's view, disaster survivors' greatest need was for affordable, safe, solid, and *permanent* housing. Although the City was not certain that its plans for use of the AHPP funds for permanent housing would be acceptable to FEMA, City officials decided to apply for the funds and present a vision which best fit the needs of their residents. Therefore, the City proposed to use AHPP funds to create a new housing development of permanent dwellings outside the flood zone. The City asked Galbraith & Associates, the consultant administering the City's CDBG housing development effort, to help craft Bayou La Batre's AHPP proposal.



Exhibit 1-4: A new CDBG modular home, elevated. (Courtesy of Amy Jones & Associates/Janet Pershing)

The City Council, led by the Mayor, developed a vision for the AHPP project that involved several key elements. First, the new units would be placed out of the flood zone, ***safe from future disasters***. Those traumatized by Hurricane Katrina needed a place to live where they would not be subjected to flooding. The City was committed to a solution that provided a permanent safe-haven in the event of future hurricanes. For this reason, constructing the new units in the central residential areas of the old city was not an option. The City envisioned instead a subdivision at the northern edge of town, well outside of the flood zone.



Exhibit 1-5: Zirlott Park, FEMA mobile home trailer park in Bayou La Batre. (Courtesy of ABC Volunteers in Mission)

Second, the units would be of ***high quality***. The City made a decision that the homes produced with AHPP resources must be solid and durable. The hope was that wise use of Federal funds would result in a long-term infusion of high-quality affordable housing that would serve the community for years to come. As the Mayor put it, this is about "Pay now or pay later. It's worth it [to do this right]...this is a burden. We don't want to do this again."

Third, AHPP residents would need to meet stringent occupancy criteria and the neighborhood would have amenities making the area a *desirable place to live*. Multiple respondents reported that the City had a very difficult experience with Zirlott Park, the temporary central location for FEMA trailers set up shortly after Hurricane Katrina (see Exhibit 1-5). The high-density emergency trailer park was home to a great deal of crime, including drugs, domestic violence, and other forms of violence. It also led to extremely high stress levels among the residents. With that recent experience in mind, the City envisioned a subdivision that would be the “jewel in the crown” of the City. This would be accomplished by developing the homes on spacious lots in an attractive neighborhood. In addition, the City would insist on thorough criminal background screening for all adult residents, strict covenants governing resident behavior, and rigorous enforcement of those covenants. Finally, the City’s long-term vision anticipated an evolving neighborhood that one day would contain both renters and home owners, and that would accommodate new construction of non-AHPP housing.

The City recognized that an important trade-off was being made when it determined that its focus would be on quality over quantity. In order to provide a desirable living environment and high-quality units over the long term, the number of units that could be provided had to be limited. The City believed that this trade-off was the right one to ensure the viability of the development and the City’s long term health. The City further believed that providing high-quality units and paying attention to creating a safe and attractive neighborhood would help enhance community acceptance of the AHPP project.

The Bayou La Batre project was the only ADECA proposal to be funded. When funding was awarded, ADECA requested that responsibility for the project be taken over entirely by the City of Bayou La Batre. The governor formally requested that FEMA work directly with the City, relinquishing all control that the State might have over the implementation of the project.

The Bayou La Batre AHPP Program

FEMA made a \$15,667,293 AHPP grant available directly to Bayou La Batre as of August 1, 2007. Similar to other AHPP grantees, the amount was 15 percent less than the City had requested, so revisions to the proposed plan were required. Revisions were also needed because the program design was conceived and proposed in just a few short weeks.

The City and the project manager worked together to re-think and revise the plans to accommodate the lower budget. The final plans called for a subdivision with 100 units of solid, safe, attractive housing for families affected by Hurricane Katrina that were still without adequate housing two years after the disaster.

“We want to build a quality permanent home so that people will say ‘we are proud to live here.’”

-- Stan Wright, Mayor of Bayou La Batre

Alabama’s AHPP units are located in a new subdivision along Highway 188. This subdivision, referred to as the Safe Harbor development, is located on either side of Shine Road, with 60 units in Safe Harbor Estates to the west, and 40 units in Safe Harbor Landing to the east (see Exhibit 1-6). The modular homes installed in the Safe Harbor development are rated to withstand winds up to 150 miles per hour, and were designed with features such as energy efficiency, mold resistance, and insect resistance. The units range in size from 820 square feet for single-wide units to 1,360 square feet for four-bedroom units that accommodate large families. They are designed to harmonize with the area’s most prevalent housing – a bungalow style with a wood siding look, pitched roofs, and front porches (see Exhibit 1-7). Six of the units are accessible to people with mobility impairments. More detail about the units’ design is provided in Chapters 2 and 3.



Exhibit 1-7: Photos: AHPP units (left) harmonize with the style of much of the City's bungalow-style housing (right). (Courtesy of Amy Jones & Associates/Janet Pershing)

Workers installed the first AHPP unit in Safe Harbor Estates on July 23, 2008, and residents occupied the first three units on November 6, 2008. As of July 2009, all 100 units were installed and occupied. The AHPP team also completed significant landscaping and installed privacy fencing. The development was still slated to receive a playground for children and additional landscaping. Some additional finishing work (e.g., final grading adjustments) also remained to be completed. With the completion of the AHPP units, the City had replaced 19 percent of its pre-Katrina housing stock with a combination of CDBG funding (44 units) and AHPP funding (100 units).

Resident Recruitment and Selection

Concerns about equity, fairness, and favoritism run high in Bayou La Batre. In a small community where everyone knows everyone else, applicants for the AHPP program were rarely anonymous names. A key goal for the City was to protect the integrity of the AHPP program by ensuring that the resident recruitment and selection process was unbiased and transparent. In the face of this challenge, careful attention was given to the recruitment process.

"After 3 years in a FEMA trailer, moving into a new AHPP unit is just overwhelming."

-- A newly-arrived AHPP resident

Outreach

The City, in cooperation with FEMA, established procedures for contacting two types of households that were of particular concern. The first were households that were still receiving FEMA assistance. The second were those that had previously received FEMA assistance, had purchased their FEMA trailers within specified time frames, and still had permanent housing needs. Registered letters were sent to these households, but response to the mailing was more limited than FEMA and the Alabama AHPP team had hoped. Not all letters were successfully delivered because families had moved and not all families that received letters expressed interest in applying for the program.

The Alabama AHPP team ultimately hand-delivered letters to all households that had received FEMA assistance and were living in Bayou La Batre. The Alabama AHPP team helped the families complete their applications when necessary, sometimes driving applicants to the Housing and Recovery Assistance office in order to help ensure that the application would be completed correctly. FEMA staff followed up with in-person visits to eligible households who lived outside of Bayou La Batre. They also helped interested households complete AHPP applications during these visits.

While efforts were made to contact the households on FEMA's list, a parallel effort was made to publicize the development in the broader community. The City advertised the availability of the units through the local press. In addition, the City publicized and held an informational meeting to describe the program to all interested parties, answer questions, and explain the application process.

In advertising and taking applications for the Safe Harbor development, the Alabama AHPP team was mindful of the need to reach out to all segments of the community. Although City staff indicated that people of all racial groups interact with one another, they also indicated that the City has some residential areas that are traditionally quite segregated. The Asian community, which included many families of Vietnamese, Laotian, and Cambodian immigrants that worked in the seafood industry, was the largest minority group and constituted one third of the Bayou La Batre population.¹ Outreach to the Asian community was particularly challenging because translation services were often needed. According to the U.S. Census, more than a quarter of Bayou La Batre residents say that they speak an Asian or Pacific Islander language at home, indicating that the substantial Asian population in Bayou La Batre has limited English proficiency. Volunteer translators worked closely with the Alabama AHPP team to ensure that those with limited English proficiency were afforded the opportunity to apply for the program.

The initial application period lasted approximately three weeks, closing on December 21, 2008. However, at that point, not all of the households listed as still receiving FEMA assistance had applied. The application period was therefore extended, and applications trickled in through May 2008. Ultimately, 178 applications were accepted, screened for eligibility, and placed on a waiting list. Additional applications have been submitted since the Alabama AHPP team closed the waiting list.² These applications have been logged according to the date received and retained for use should additional housing opportunities become available.

Resident Selection

Once applications were received, resident selection was a multi-part process. Anticipating that the demand for AHPP units would be greater than the supply, the City, in consultation with FEMA, established criteria to determine which families would be given priority in the selection process. The first column of Exhibit 1-8 lists the assistance categories that were used to select families for participation. Families were required to indicate on their applications which category described their situation. Program staff cross-checked this information with FEMA records to ensure accuracy. Staff then sorted applications according to these categories and processed them in order of priority.

The second column of Exhibit 1-8 shows the percentage of applications received from households within each priority category. Approximately two thirds of the applicants were Bayou La Batre residents (Categories 1, 2, 3, and 5). Most of the remainder came from the surrounding county (Category 4) and less than two percent came from elsewhere in the State. Applicants were nearly equally divided between those who remained in FEMA-assisted temporary housing and those whose FEMA assistance had ended.

¹ U.S. Census Bureau, Table DP-1, Profile of General Demographic Characteristics: 2000.

² There were 178 applicants, but only 143 completed baseline surveys.

Exhibit 1-8**Distribution of Households According To Priority Categories, as Reported on 143 Applications Submitted for Analysis**

Priority Level	Percent of Households
1. Bayou La Batre residents currently receiving FEMA housing assistance due to Hurricane Katrina and/or Rita.	14%
2. Bayou La Batre residents who previously received FEMA housing assistance and subsequently purchased their FEMA travel trailer in or after the month of December 2006, but still have permanent housing needs due to Hurricane Katrina and/or Rita	9%
3. Mobile County residents currently receiving FEMA housing assistance due to Hurricane Katrina and/or Rita	31%
4. Bayou La Batre residents receiving any other Federal/State housing assistance due to Hurricane Katrina and/or Rita	9%
5. Bayou La Batre residents that previously received FEMA housing assistance due to Hurricane Katrina and/or Rita but have not resolved their permanent housing needs	35%
6. Alabama residents currently receiving FEMA housing assistance due to Hurricane Katrina and/or Rita	2%

Given the City's experience with the FEMA travel trailer park at Zirlott Park, a key aspect of the City's resident selection process was implementing rigorous criminal background checks for all adult applicants. While not all types of criminal history precluded families from receiving units, the background check ensured that sexual predators, violent criminals, and those with drug-related criminal records were excluded from the development. The full text of the City's policy on screening for criminal history is provided in Appendix 1. These requirements were based on model criteria used in HUD-subsidized public housing.

When a family's application was selected for processing, AHPP rules required all household members over the age of 17 to grant permission for a criminal background check. In a little over 10 percent of the cases, families withdrew their applications at this point. In others, particular household members – presumably those that might not pass a criminal background check – were removed from the application. AHPP staff involved with the screening process worked closely with these families to emphasize that removing adult household members from the application yet letting them live in the unit would constitute fraud and would result in eviction of the entire family.

Typically, local law enforcement resources are used to conduct criminal background checks. However, because Bayou La Batre is so small, the Alabama AHPP team was concerned about issues of privacy and fairness. In order to address these concerns and ensure objective evaluation of eligibility the City, through its legal counsel, contracted with a private firm to conduct the criminal background checks. The Alabama AHPP team reviewed cases identified as having unacceptable criminal records. Ultimately, about one third of the households that applied were excluded from the development based on this screening mechanism, with 40 households failing the criminal background check and an additional 20 withdrawing their applications rather than submitting to the check.

Bayou La Batre and AHPP Applicant Characteristics

Information about the characteristics of AHPP applicants was collected through a survey completed by heads of households during the application process by Alabama AHPP staff. Approximately 70 percent of AHPP applicant households were comprised of two, three, or four members. Almost a quarter of applicant households reported that a household member had a physical disability, with 36 percent of

households having a household member in a wheelchair or unable to navigate stairs. The majority of applicants were white (60 percent), with Asian and black applicants making up 19 and 18 percent of the population respectively. Roughly half of the heads of household had less than a high school education, while one quarter had completed a college degree. Almost 60 percent of applicants were employed, with the about same percentage also being renters before the storm.

Exhibit 1-9 compares key demographic characteristics of AHPP applicants with Bayou La Batre residents. AHPP applicants were similar to the Bayou La Batre population in their level of educational attainment, household size, and rate of disability. However, statistically significant differences appeared in several areas, as illustrated in Exhibit 1-9. First, roughly one third of Bayou La Batre's population identified as Asian. Despite the Alabama AHPP team's efforts to work with translators and reach out to the Asian community, less than one fifth of the AHPP applicants were Asian. Second, almost one fifth of AHPP applicants were black, compared to one tenth of the city's general population. Third, a higher proportion of AHPP applicants were employed than for the Bayou La Batre population as a whole. Also, 32 percent of AHPP applicants were not looking for work, either due to retirement, disability, or because they were caring for family, compared to 46 percent of persons in Bayou La Batre. Finally, AHPP applicants were more likely to have been renters before Hurricane Katrina than Bayou La Batre residents overall.

Exhibit 1-9

Characteristics of AHPP Applicants Who Responded to the Baseline Survey Compared with Bayou La Batre Residents Overall

		AHPP Applicants (n=143)	BLB Residents
Race ^a	White	60%	52%
	Black	18%*	10%
	Asian	19%*	33%
	American Indian/Alaska Native	1%	1%
	Multi-racial	1%	2%
Education	Less than high school	47%	45%
	Completed high school	29%	36%
	Beyond high school	24%	19%
Employment	Full-time employment	34%	n/a
	Part-time employment	15%	n/a
	Self-employed	9%	n/a
	<i>Total employed</i>	58%*	48%
	Unemployed, looking for work	10%	6%
	Networking, not looking for work (retired, disabled, caring for family)	32%*	46%
Pre-Katrina Housing Tenure	Owner	37%*	65%
	Renter	57%*	35%
	Other (e.g. staying with friends)	6%	N/A

* Indicates statistically significant difference when compared to Census data at the 5 percent significance level.

^a For the Race category, the Census numbers add up to 98 percent because they do not include the two percent of respondents that identify themselves as "Native Hawaiian or Other Pacific Islander" or "Some other race."

Notes: Figures may not total 100% due to rounding. N/A indicates not available.

Sources: U.S. Census 2000 and a baseline survey of Alabama AHPP participants who applied to the program between December 2008 and May 2008.

Chapter 2: Project Implementation

The City's AHPP proposal was pulled together in a few short weeks, in the midst of intensive post-Katrina recovery. After the grant was awarded and as the City began the detailed work of preparing to implement the program, it became clear that some changes to the proposal were required. The City negotiated incrementally with FEMA to make these changes as needed. One of the key lessons illustrated by the City's implementation process is that an emergency program similar to AHPP needs to be flexible enough to accommodate ongoing adjustments, while maintaining the scope and spirit of the original program.

This chapter documents key features of program implementation, including the project organization, site selection and preparation, unit design, neighborhood design, and construction management. It concludes with a review of the factors that affected the implementation schedule.

Project Organization

Organizational Structure

The City of Bayou La Batre was responsible for implementation of the AHPP project. This suited the Mayor (see Exhibit 2-1) who had a clear vision of what he wanted to see the development achieve. The City Council was prepared to provide oversight for the project. However, due to the City's small staff, it needed to select a contractor to ensure that the grant would achieve its goals. Contractor selection included an initial round of bids, a protest of the initial award, and a final decision about the winning bid. Galbraith & Associates, a small company based in Mobile, was initially selected to administer the grant, and remained the City's first choice after the protest and review of the bids. The City has relied heavily on Galbraith & Associates to structure the implementation plan, coordinate the team, and bring key policy issues to the City for deliberation and decision-making. Exhibit 2-2 provides an organizational chart illustrating the key players involved in Bayou La Batre's AHPP program and the lines of authority between them.



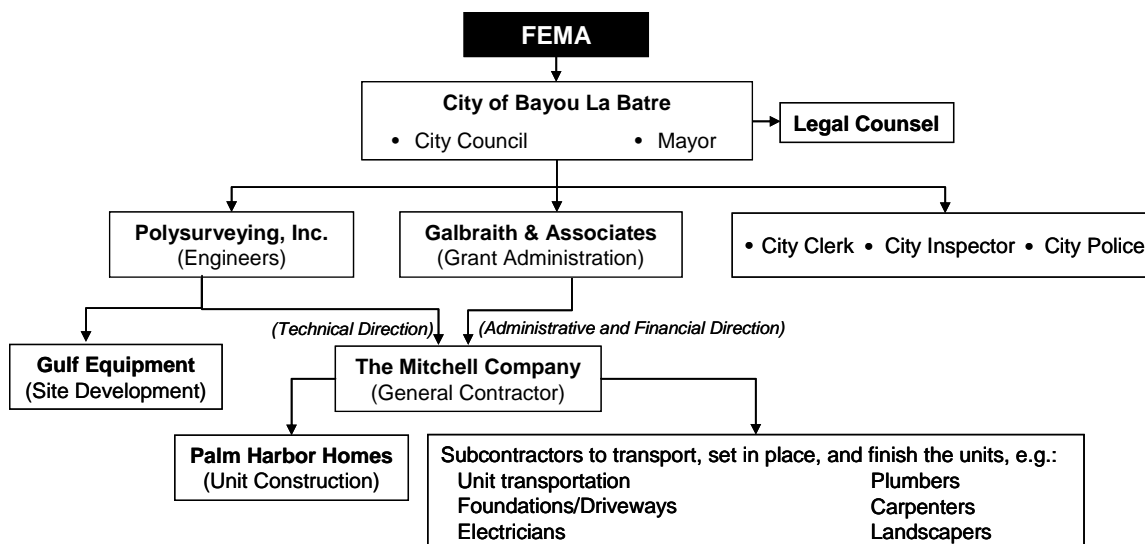
Exhibit 2-1: Bayou La Batre Mayor Stan Wright with an AHPP home. (Courtesy of Amy Jones & Associates/Janet Pershing)

Even in a relatively small project such as the one in Bayou La Batre, numerous team members must be involved to successfully conceive and complete a housing development. One key observation from the implementation team is that its success has hinged on the structure of the team and the interactions of its members. In particular, clear areas of responsibility and frequent and intensive communication were cited as key elements for success.

As illustrated in Exhibit 2-2, the Alabama AHPP team's lines of authority followed a relatively hierarchical structure, but with some areas of overlapping responsibility. In general, the Mayor provided day-to-day guidance to Galbraith & Associates, which was responsible for administering the AHPP grant, and to Polysurveying Inc., the engineering firm that provided technical oversight for the project.

However, all major policy decisions, as well as all spending authorizations, were detailed for the City Council and the Council provided its approval in a public forum.

Exhibit 2-2 Organizational Chart of Alabama AHPP Team



The City’s small staff also contributed to the development process. For example, the City Clerk was responsible for writing all checks for the project’s expenses after approval of the expenditures by the City Council. The City Building Inspector was actively involved in ensuring that the units met City code and cooperated with the Alabama AHPP team to ensure that inspections took place rapidly to facilitate occupancy of completed units. The City Police Department also cooperated with the project. During the development stages, the project experienced an incident in which thieves entered a unit and removed the carpet. To head off future problems, the Alabama AHPP team worked with the police chief to arrange for off-duty police officers to provide additional security on the construction site, with extra hours paid by the Alabama AHPP project. These officers did stop other attempted break-ins from taking place on the building site in the weeks prior to occupancy. The City also sought assistance from its legal counsel on key issues such as development of the leases and covenants and criminal background checks.

Galbraith & Associates and Polysurveying jointly provided direction to the Mitchell Company, the general contractor responsible for the construction aspects of the project. The Mitchell Company, in turn, oversaw the work of Palm Harbor Homes, the firm responsible for producing the modular homes. The Mitchell Company also supervised the work of numerous other subcontractors, including foundation layers, unit transporters, electricians, plumbers, and carpenters. Polysurveying supervised the work of Gulf Equipment, the site development contractor.

Factors Contributing to the Alabama AHPP Team’s Success

Although the group was small and all of the players knew each other well, a decision was made early on for all team communications to go through “proper channels.” Communication worked through an established chain of command, with a conscious effort to communicate with all others who might have a

need to know. While this sometimes added several steps to the process, those involved felt strongly that it helped ensure that everyone was kept “in the loop.” The team noted that defined roles and mutual respect for each other’s abilities were key components to making the process work.

A formal chain of command structure may slow down the development process if it is not well managed. To counteract this possibility, the team was committed to being highly available to the project and ensuring rapid turnaround of information and decisions. Team members spoke of having colleagues’ phone numbers “on speed dial,” of being available at all hours, and being willing to drop everything for a face-to-face meeting as needed to keep the project moving forward. The team members saw themselves as having an attitude geared toward working through problems. Because the team had established the norm of always working towards a solution, personal interactions resulted in solutions to problems, allowing the project to continue moving forward.

Alabama AHPP team members highlighted personal commitment as an important element for the team’s success. The project was highly visible, and the team members noted that the reputations of those involved were likely to be strengthened or damaged depending on the project’s outcome. Providing quality housing to hurricane survivors also had an emotional component, with team members committed to helping community members return rapidly to high-quality housing.

"We don't see roadblocks – we see detours."

-- An Alabama AHPP Team Member

Those involved with the project also highlighted the importance of having highly competent team members. The importance of having a determined and savvy project manager was highlighted by various informants as a key element in the program’s success. Key manager qualities included planning and coordinating skills, insisting on quality work, keeping a tight watch on spending, maintaining careful records, communicating clearly, and keeping the team focused on problem solving rather than finger pointing. Team members also discussed the value of using local people on the team. For example, the team noted that design and construction benefited because the construction contractor and engineer knew the area’s soil conditions. Similarly, the engineer’s life-long personal connections with people in relevant agencies in the area was viewed as important for ensuring that coordination with outside entities went as smoothly as possible.

Finally, the project manager’s assessment of the team’s success was that using private-sector companies to accomplish the work enhanced the process. As she explained it, every member of the team had a strong financial motivation to proceed quickly and to cooperate for successful completion of the project. Without this motivation, she contended, the project would have been more likely to languish.

Site Selection and Preparation

The City’s experience using Community Development Block Grant (CDBG) funds for disaster recovery housing involved working with owners to repair, replace, or elevate their housing units on their pre-disaster land. Two factors

Sources of Delay During Site Development

- *ALDOT requirements*
- *Environmental Review*
- *UFAS design*

caused the City to take a different approach with AHPP funds. First, many of the families still in need of assistance were renters, without land on which to place a dwelling. Second, the City was committed to creating new housing resources outside the high-risk flood zone. The approach of creating an entirely new subdivision required the selection and acquisition of a site, as well as infrastructure development.

Site Selection

The City's initial vision involved developing two subdivisions with a combined total of 194 units. During the application period, appropriate parcels outside of the floodplain, available for sale, and positioned for effective annexation were identified. These two parcels, known as Argyle Landing and Hampton Meadows, were proposed in the AHPP application as the most likely locations for the new housing.

After the AHPP application had been submitted to FEMA, Volunteers of America, a nonprofit that owned the site adjacent to Hampton Meadows, raised concerns about the dynamics of placing the AHPP site so close to its planned affordable housing development. The nonprofit worried that the AHPP units would not be of high quality, and that this would be detrimental to the units it was developing. To address the nonprofit's concern, the City dropped its plan to develop the units at Argyle Landing and instead purchased the property owned by the nonprofit along with the Hampton Meadows property. These two properties, adjacent to one another on either side of Shine Road along Highway 188, were ultimately named Safe Harbor Estates and Safe Harbor Landing (see Exhibit 2-3).

The Safe Harbor sites were considered especially attractive for the new development because they were located very near the City's high school and elementary school. In addition, the development would have easy access to a main highway. However, ensuring that the units would be out of the floodplain required locating the development several miles from downtown Bayou La Batre. This raised some concerns that residents without vehicles could encounter difficulty with transportation. While this was acknowledged as a concern, priority was given to selecting an area outside of the floodplain.

To address the transportation concerns, the City investigated the possibility of establishing a public transportation system and applied for grants to help offset the cost of providing this service. The Alabama Department of Transportation (ALDOT) awarded grant funds for the purchase of two vans to provide shuttle service to downtown Bayou La Batre and employment centers at the edge of town. Unfortunately, the City was unable to locate matching funds, so the ALDOT grant could not be used. The City plans to continue to work on developing a solution for public transportation to the Safe Harbor development, but does not have any immediate alternative available.

An unusual detail about the development's location is that it is directly across the highway from the Mayor's home. The Mayor characterized the decision to locate the units close to his own residence in two ways. First, he believed that it demonstrated his confidence that the development would be a positive addition to the community and showed his personal commitment to ensuring that it would be an attractive development over the long-term. In Bayou La Batre, this personal commitment carried significant weight. Second, he emphasized that the development would be where he could closely monitor any problematic situations that may arise and coordinate a rapid and appropriate response.



Exhibit 2-3: Map showing Bayou La Batre, with a circle indicating the location of the Alabama AHPP Safe Harbor development along Shine Road, adjacent to Highway 188. (Courtesy of HUD/Dana Bres)

Site Preparation and Infrastructure Development

The City was able to pledge approximately \$2.5 million in CDBG funds to support the Alabama AHPP project. These funds were used to pay for site acquisition and infrastructure development in Safe Harbor Estates. Site acquisition and infrastructure development for Safe Harbor Landing was funded through the AHPP grant.

ALDOT, which reviews plans for new subdivisions, identified several public safety hazards that needed to be addressed in the Safe Harbor project. These included modifying the angle of Shine Road where it intersects Highway 188 and adding deceleration lanes on Highway 188 to help accommodate turning traffic. While these

modifications were not difficult to achieve, they were costly. Lacking other funds to address the ALDOT concerns, the City negotiated with FEMA to reduce the number of units and apply the funds to the ALDOT-required modifications. The process of working with ALDOT, developing and negotiating a solution with FEMA, and making the needed alterations all slowed the development timeline.

Because the Safe Harbor Estates site was purchased with CDBG funds, the City sought and obtained environmental approval from HUD to proceed with site preparation and infrastructure development, and began work in September 2007 (see Exhibit 2-4). Polysurveying was responsible for coordinating installation of water, sewer, electricity, phone lines, roads, curbs, and sidewalks. All utilities were installed below-ground, which both enhanced the attractiveness of the neighborhood and helped protect the utilities from future storm damage.



Exhibit 2-4: Site preparation at the Safe Harbor development. (Courtesy of Amy Jones & Associates/Janet Pershing)

A separate FEMA environmental review was required for the Safe Harbor development. At the same time, the City was also seeking FEMA funds to support reconstruction of the wastewater treatment plant, which was damaged by Hurricane Katrina. FEMA's policy is to consider activities in the same community together when assessing potential environmental impact. Therefore, the environmental impact assessment for the Safe Harbor development was linked to the assessment for the wastewater treatment plant. While the Safe Harbor development alone raised little environmental concern, the larger wastewater treatment plant efforts encountered stiff resistance from community activists in the area. FEMA's decision-making and oversight on environmental issues was, therefore, a key element in the implementation process for the project. Because the environmental review for the wastewater treatment plant was so contentious and went through a lengthy public review process, the environmental review also slowed the Alabama AHPP implementation process.

The Safe Harbor development received environmental approval from FEMA on January 3, 2008. The contractor that provided infrastructure development services for Safe Harbor Estates was selected to provide infrastructure for Safe Harbor Landing and began work in February 2008. Despite a wet summer and Hurricanes Gustav and Ike, infrastructure development remained on schedule for completion within 150 days until the very end of the project. At that point, the Alabama AHPP team experienced delays in getting the final plans for the units that conformed with the Uniform Federal Accessibility Standards (UFAS). Gulf Equipment was asked to delay finishing the road paving until after all of the units were delivered and set on their foundations. This was to ensure that there would not be any damage to the new roads due to passage of heavy equipment. Gulf Equipment finished the paving in April 2009.

The AHPP Units

The original Alabama AHPP application proposed 194 single-family housing units. After receiving the grant award, the Alabama AHPP team carefully reviewed the feasibility of the proposal along with the ALDOT requirements. These analyses led the team to the conclusion that adjustments were needed. FEMA was willing to be flexible in negotiating the number of units to be produced; however, FEMA was committed to holding grantees accountable for producing units of the quality they originally proposed or better. FEMA staff reported that they anticipated unit reductions at all of the pilot sites for several reasons. First, only 85 percent of the requested budgets were awarded. Second, FEMA requested that the proposals offer a per unit price, but

this figure was not expected to include all other essential costs such as infrastructure development, outreach and case management costs, and other administrative costs. The rationale for this was that many of the bidders were not construction experts, and in the short time frame available to assemble the proposals, FEMA did not consider it realistic to expect precise costing. This situation simulates the circumstances that would likely arise in a true disaster, highlighting the need for emergency programs to be flexible.

Ultimately, the City negotiated with FEMA to produce 100 units under the Alabama AHPP program. Exhibit 2-5 presents the total number of units in each phase of the development by bedroom size and UFAS-compliance. The following sections describe the various unit design compromises made to ensure completion of the grant within budget.

Exhibit 2-5
Number and Size of AHPP Units

Unit Size	Safe Harbor Estates		Safe Harbor Landing			Total			
	Standard	UFAS	Total	Standard	UFAS	Total	Standard	UFAS	Total
Deployable 1 BR w/den			0		3	3	0	3	3
Deployable 2 BR			0	7		7	7	0	7
2 BR	44		44	21		21	65	0	65
3 BR	10	2	12	7		7	17	2	19
4 BR	3	1	4	2		2	5	1	6
Total	57	3	60	37	3	40	94	6	100

Unit Size

The first significant cost savings came from shifting to a unit mix with more two-bedroom units. Exhibit 2-6 illustrates the number of units originally contemplated, by bedroom size, compared with the revised number listed in the construction contractor's bid, and the final mix actually constructed.

Exhibit 2-6
Original and Final AHPP Unit Bedroom Mix

Unit Size	Original	Revised	Actual
Deployable 1 BR w/ den	0	0	3
Deployable 2 BR	10	10	7
2 BR	46	70	65
3 BR	28	16	19
4 BR	16	4	6
Total	100	100	100

The reduction in the number of large units in the revised plan had the undesirable effect of reducing the number of units available to large households, but it helped make construction of the full 100 units affordable within the allotted budget. Later cost savings permitted the team to add more bedrooms to several units, resulting in a few additional units for larger families.

Square footage was also reduced across the board. Exhibit 2-7 illustrates how square footage reductions were instituted to help keep within budget. While the final floor plans resulted in more modest-sized units, the vaulted ceiling design and the open floor plan in the living room/kitchen area maintained a relatively open and spacious feel.

Exhibit 2-7
Square Footage of AHPP Units

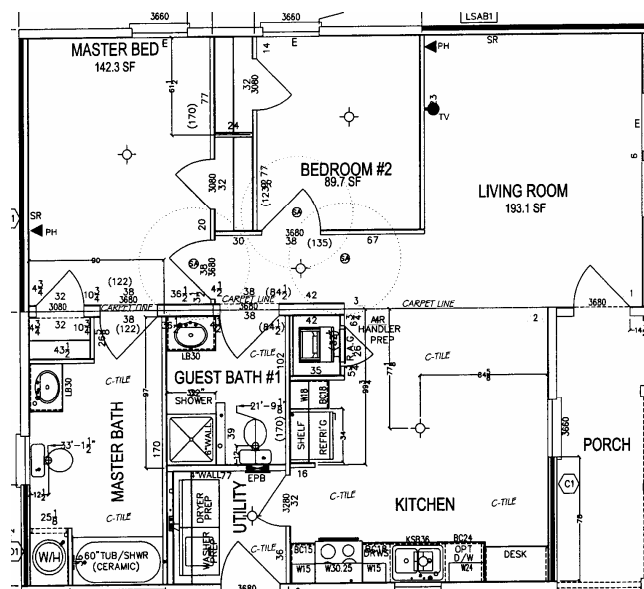
	Original	Final
Deployable 1 BR w/ den	-	820 sq. ft.
Deployable 2 BR	1,018 sq. ft.	820 sq. ft.
2 BR	1,632 sq. ft.	1,035 sq. ft.
3 BR	1,686 sq. ft.	1,155 sq. ft.
4 BR	1,792 sq. ft.	1,360 sq. ft.

Unit Type

Basic Design

The Alabama AHPP program utilized one basic type of unit which was flexible enough to accommodate modifications required to meet other program requirements. Designed by Palm Harbor Homes, the Bayou La Batre AHPP units are modular units that meet HUD codes and can withstand wind speeds up to 150 miles per hour. Details about the units' structural features and performance are provided in Chapter 3, which features a building science analysis of the units. The key elements of a floor plan for a two-bedroom unit are illustrated in Exhibit 2-8. Detailed floor plans for all unit sizes are provided in Appendix 5.

Exhibit 2-8: Floor Plan of a Two-Bedroom Unit



In choosing a design, the City wished to ensure that the new units would fit in with the style of homes located elsewhere in the community. The selected units are single-story, cottage-style homes with clapboard siding, enhanced with a front porch and plantings (Exhibit 2-9). This design fit well with the existing Gulf Coast architecture found in the older part of town (Exhibit 2-10). Because the Safe Harbor development is above the floodplain, the AHPP units did not need to be elevated to avoid flooding in future storms or hurricanes. This set them apart from the CDBG in-fill homes located nearer the waterfront that had to be elevated to considerable heights (Exhibit 2-11). However, the Safe Harbor homes are smaller and of a different style than many of the neighboring brick homes (Exhibit 2-12).

Design Changes

In addition to size reductions, several other changes were made to cut costs. These changes were made with the approval of the project engineer and the City's building inspector, as needed.

- The side door was eliminated, resulting in a cost savings related to the door itself, the steps, and the driveway extension to the side of the house.
- Two full baths were changed to one full bath plus a "3/4 bath" that contained a shower but no tub.
- Roofing materials were changed from standing seam metal roofs to fiberglass shingles.
- Appliances were downgraded to "basic" models.
- Built-in bed frames, bedside tables, and storage areas were installed in lieu of purchasing furniture for master bedrooms.

The Alabama AHPP team found that a combination of these measures resulted in sufficient savings to obtain bids within the project's budget. While many compromises had to be made to keep the units within budget, the team worked hard to preserve elements considered essential for ensuring livability for the residents and practicality for the long-term maintenance of the properties. For example:

- Bidders proposed switching to less expensive factory-installed heat rather than installing a heat pump on site. The City chose not to make this change, because factory-installed heat cannot be maintained as easily, and because heat pumps are more energy efficient.
- Although the units do not have dishwashers or microwave ovens, each home came equipped with a washer and dryer. This was



Exhibit 2-9: New Safe Harbor unit. (Courtesy of Amy Jones & Associates/Janet Pershing)



Exhibit 2-10: Traditional cottage style unit. (Courtesy of Amy Jones & Associates/Janet Pershing)



Exhibit 2-11: New modular CDBG home, elevated, on in-fill site. (Courtesy of Amy Jones & Associates/Janet Pershing)



Exhibit 2-12: Neighborhood brick home. (Courtesy of Amy Jones & Associates/Janet Pershing)

considered essential because there is no laundry in the vicinity of the development and not all residents have vehicles. Alabama AHPP staff reported that a number of families began doing laundry almost immediately upon moving in and have expressed great appreciation for this amenity.

- Although the second doors were removed from the design for the purposes of bidding, at the strong urging of the fire chief, they were later reinstated when other cost savings permitted.

Ongoing creativity and flexibility allowed other design alterations to be made, resulting in cost savings and/or facilitating the construction process. For example:

- The construction team determined that it could cut costs by reducing the height of the foundation while retaining an adequate crawl-space under the units.
- The concrete mix used for the foundations was altered in a way that maintained structural integrity while significantly speeding up the drying process.
- The original bid called for five units that would meet UFAS accessibility standards in various bedroom sizes. Creating a UFAS-compliant design for the non-deployable two bedroom unit would have required a major redesign from the three and four-bedroom UFAS design. Rather than investing money in this redesign, the team negotiated to redirect the funds to financing an additional accessible one-bedroom unit with a den. This solution resulted in six, rather than five accessible units. It also was preferable because information about applicant accessibility needs suggested that elderly families eligible for the smaller unit size were most likely to need the accessibility features.
- Plans for bonding were revised. Contractor bonding is based on the cost of the project incurred by the contractor. The City paid \$450,000 worth of sewer impact fees directly rather than having the contractor do this, which reduced the cost of bonding.

Re-Deployable Units

One goal of the AHPP program was to test various approaches to developing re-deployable units that could be moved to another location in the event of a subsequent disaster. Of the 100 Alabama AHPP units, 90 were permanently affixed to their foundations, but 10 were designed to be re-deployable. These re-deployable single-wide units included both UFAS-compliant one-bedroom units with dens and two-bedroom units. The re-deployable units were tied down using methods that lend themselves to removal and transport as necessary. However, the City's agreement with FEMA stipulated that the units will be re-deployed during a future disaster only if they are vacant at the time they are needed.

UFAS Units

Meeting the UFAS requirements was one of the more difficult challenges the Alabama AHPP team encountered. Team members had previously dealt with Section 504 requirements, but not UFAS. Receiving clear information about exactly what was required for UFAS was challenging and slowed the design process. In addition, finding the appropriate materials and interpreting how to apply the rules was a daunting process. For example, the team discovered that adjusting the leveling screws on a refrigerator or placing the edge rather than the center of a toilet paper dispenser at a specified measurement could disqualify a unit from meeting UFAS guidelines.

Because of these difficulties, production and installation of accessible units was one of the factors that slowed down completion of the Safe Harbor development. During the planning stages, designs were approved for standard units and production began, but the team had difficulty designing and securing approval for UFAS-compliant units. Ultimately, HUD staff helped the team locate a consultant who

provided clear guidance. In addition, FEMA’s UFAS compliance staff member agreed to travel to the factory site as a precaution to ensure that the UFAS-compliant units were constructed properly before they left the factory.

In the end, six of the Safe Harbor units were built to accommodate the needs of individuals with mobility impairments. In some cases, the units were further modified to meet the needs of the individual families. For example, one family with a child in a wheelchair needed accessibility features such as a ramp and smooth floor surfaces. However, the mother, who does most of the family’s cooking, does not use a wheelchair and requested that UFAS-compliant kitchen features not be installed. The Alabama AHPP team worked with her to customize the unit for her needs, yet make it possible to easily reinstate the full UFAS-compliant features.



Exhibit 2-13: Interior of an Alabama AHPP Unit. (clockwise from bottom) Sofas and coffee table, built-in master bedroom furniture, kitchen with table and chairs; bedroom closet with built-in drawers. (Courtesy of Amy Jones & Associates/Janet Pershing)

Furniture and Appliances

- 2 sofas
- 2 end tables
- Coffee table
- Kitchen table with four chairs (adjusted for larger families)
- Bed and mattresses for the number of people in the household
- Refrigerator
- Stove
- Washer and dryer

Living Kit

- Pots and pans
- Four place settings of dishes and silverware
- Mop and broom
- Blankets, pillows, and sheets
- Hand towels, bath towels and washcloths
- Coffee maker

Appliances, Furniture, and Living Kits

The AHPP program required that grantees provide all residents with appliances, furniture, and “living kits” containing essential kitchen supplies and linens to simulate an effort to meet the needs of families that had recently lost everything in a disaster (see Exhibit 2-13). Furniture costs were reduced by providing built-in furniture such as bed-side tables and a platform bed with storage drawers underneath in lieu of free-standing furniture for the master bedroom, and storage drawers under the closet for other bedrooms.

Neighborhood Design and Amenities

The City recognized that for the development to be an attractive area, the project must consider not only the design of the housing units themselves, but also a variety of neighborhood design elements and

amenities. An important feature of the Bayou La Batre AHPP project was its attention to both current conditions and options for improvements in the future. From the outset, the City and Alabama AHPP staff planned for the long-term stability and growth of the Safe Harbor development. This included planning for aesthetic details and for community amenities, even if funds were not immediately available.

Neighborhood Design Features

The Alabama AHPP team paid attention to a number of neighborhood design features. Underground utilities were selected because they are practical in areas that are regularly affected by high winds but also because they contribute to the development's visual appeal. Sidewalks were installed for pedestrian safety. Private driveways were included to avoid on-street parking. Exterior designs included a small porch – a typical feature of Gulf Coast homes – with a variety of details to lend a sense of uniqueness to the individual homes (see Exhibit 2-14). These features, combined with interspersing units of different sizes throughout the development and using a variety of colors, helped increase the visual interest of the homes and reduce the sense of “cookie-cutter” units.



Exhibit 2-14: Exterior of an Alabama AHPP Unit. Porch details and siding colors vary from house to house. (Courtesy of Amy Jones & Associates/Janet Pershing)

Mailbox installation is one small example of the Alabama AHPP team's attention to design details. In order to enhance the efficiency of mail delivery, the team was asked to install mailboxes in groupings throughout the development. The team argued that this was not a standard that was acceptable in non-AHPP neighborhoods and that it was contradictory to the goal of providing a high-quality development. The City's insistence that individual mailboxes be installed in front of each home has resulted in a more unified appearance within the development (see Exhibit 2-15).



Exhibit 2-15: New mailbox installation in the Safe Harbor development. (Courtesy of Amy Jones & Associates/Janet Pershing)

Designing several permanent green spaces was another important priority for the development. Safe Harbor Estates will have a children's playground in the central common area, while Safe Harbor Landing will have a quiet garden and a “tot lot.” AHPP funds have been budgeted to fund the bulk of these amenities. In addition, \$16,000 in Bush-Clinton grant funds remaining after completion of another project will be applied to developing the playground.

The City also hopes to construct a community center in the Safe Harbor Estates common area. This community center could serve multiple functions. The City hopes that the management office for the Safe harbor units will be located in this facility, giving residents easy access to property management staff. The City further envisions using the space for public education programs, for example parenting classes or classes to teach English as a second language. Finally, the space could be used by residents for community meetings or celebrations. The City applied in 2008 for CDBG funds to construct this community center, but did not receive an award. The City plans to continue seeking additional funding for this project.

In considering ways to maintain the aesthetic quality of the development, the City was concerned that boats and other recreational equipment would be parked on resident lots or along the streets in ways that would detract from the community's visual appeal. To address this concern, space has been set aside in the development for storage of resident-owned recreational equipment. This area is slated to be fenced for security purposes and plans include a visual barrier to reduce any sense of clutter that might be generated by these pieces of equipment.

The City did not have a community plan in place prior to the disaster. After the hurricane, the Urban Land Institute provided support for developing such a plan. The AHPP project manager noted that the Safe Harbor zoning was changed based on these discussions in order to allow the center section of Safe Harbor Estates, which had originally been zoned for single family homes, to permit two-story town houses or duplexes.

Landscaping

Recognizing the importance of the development's visual appeal to its acceptance in the community, the Alabama AHPP team paid special attention to ways in which landscaping could enhance the subdivision's aesthetics, within the available budget. Several choices were made that significantly enhanced the development's appeal.

The original plans called for seeding the lawns throughout the development. The Alabama AHPP team realized that this was likely to result in tracking mud into the homes (and onto the new carpets) until the grass filled in. Budget adjustments were made and sod was purchased for the front yards of the homes, which immediately enhanced the appearance of the homes.



Exhibit 2-16: Landscape plantings at the Safe Harbor development. (Courtesy of Amy Jones & Associates/Janet Pershing)

Initially, the Alabama AHPP team considered installing numerous small plantings around the homes. However, the team ultimately chose to install fewer, larger plants near the entryway to each home. Installing more substantial plantings contributed to the attractiveness of the entryways and the overall appeal of the homes (see Exhibit 2-16).

The AHPP team also used some of the City's \$20,000 in grant funds from the U.S. Department of Department of Agriculture, in conjunction with Auburn University, to purchase trees. The trees were originally meant to provide a visual screen from Highway 188 and nearby neighbors. The Alabama AHPP team ultimately determined that a fence was preferable to trees in that location to help ensure the safety of children whose backyards adjoin the highway. They added the fence when they determined that funds were available to do so, and planted the trees along Shine Road at the entrance to the subdivision.

Future Development

Although the City reduced the number of units to be developed under the AHPP program, the development contains sufficient lots to accommodate nearly 200 units. This means that even after setting aside some space for community amenities, numerous empty lots remain available for future homes. While the City has been focused on completing the AHPP units, preliminary planning has begun for

subsequent development in the subdivision. The City set aside ten lots for development of affordable rental homes for City police officers and firefighters. This was expected to have the dual effect of providing affordable housing for City workers and adding stability to the new neighborhood. The City originally planned to use bond funds to pay for these 10 homes, but economic challenges have deterred the City from pursuing this activity. Fortunately, two families that include emergency response personnel were eligible for AHPP and are now living in the development. The City still plans to develop additional units for emergency responders when funds become available.

On the remaining lots, the City hopes to construct more affordable housing units, either by using proceeds from the Alabama AHPP rental program, or by giving or selling lots to other public or nonprofit organizations to develop affordable housing. For example, Mobile County approached the City to explore the possibility of purchasing lots in order to provide permanent housing for Hurricane Katrina survivors from a nearby town. The City has also speculated that individual households might be interested in buying lots in the subdivision for construction of private homes. However the lots are ultimately used, the City intends that they will be subject to the same covenants that govern the Alabama AHPP units in an effort to maintain a high-quality neighborhood and to build community.

Construction Management

The City chose to use a general contractor to manage construction under the Alabama AHPP program rather than selecting separate contractors for various components of the work. This choice was based on lessons learned from the CDBG project through which Bayou La Batre replaced and elevated homeowner units. From this experience, the City concluded that having a single entity responsible for coordinating the project would enhance collaboration and help reduce scenarios in which various contractors blame each other for delays.

Sources of Delay in the Construction Process

- *State requirement for a competitive bidding process*
- *Re-design and re-bidding due to high costs*
- *Impounded units during transport*
- *Construction fatality and subsequent safety precautions*

Selecting a Construction Contractor

In its original AHPP proposal, the City proposed that the Alabama AHPP units be designed and built by Homes For America, a modular housing company with a factory in Cordele, Georgia. However, Alabama State law requires cities to go through a bidding process for this type of purchase. The City requested a waiver from this requirement, but the State denied the request, stating that the City was not in the midst of an actual disaster situation and suspension of the competitive bidding requirements was not warranted for the purposes of the pilot program. This decision slowed the implementation process because the City had to go through a formal competitive bidding process.

The City followed State bidding requirements and on February 28, 2008, opened bids for providing general contractor services for the AHPP project. Although eight firms expressed interest in bidding, only two firms actually submitted bids, and both of those bids came in well over budget. The City explored with FEMA the possibility of obtaining additional funds or further reducing the number of units. After informal discussions with FEMA, the City decided to rework the unit designs to ensure completion of the agreed-upon number of units within the available budget.

The City consulted individually with each firm that submitted a bid to determine what changes could be made to reduce the cost of the planned units. After extended negotiations with potential suppliers about ways to cut costs, as previously discussed, the team scaled back its unit design in a number of ways. The project was re-bid using the revised specifications.

Through the bidding process, the City selected the Mitchell Company, an Alabama-based developer with experience in both residential and commercial development, to serve as the project's general contractor. In this role, the company oversaw and coordinated site preparation, construction of the units, transportation of units to Bayou La Batre, installation of units on foundations, and finishing work. Palm Harbor Homes, one of the nation's largest marketers of factory-built homes, actually produced the modular units. Although infrastructure development was undertaken by Gulf Coast Equipment, all other development aspects of the Safe Harbor development process were overseen by the Mitchell Company. Overall technical supervision was provided by Polysurveying, and financial and grant-compliance oversight was provided by Galbraith & Associates.



Exhibit 2-17: City of Bayou La Batre units arrive on wheels (left). The wheels were completely removed prior to installation (right). (Courtesy of Amy Jones & Associates/Janet Pershing)

Unit Construction and Transportation

The AHPP units were manufactured in Florida by Palm Harbor Homes and then shipped via truck to Bayou La Batre (see Exhibit 2-17). The project manager reported that the contractor that transported the units experienced a high number of tire problems – as many as 15 blow-outs on a single truck between Tampa and Mobile. However, while this was a nuisance it caused only “inconsequential delays.”

A more significant delay came when the Florida Department of Transportation (FDOT) impounded several units that were in transit. The Alabama AHPP project was shipping two halves of the two-bedroom units on single trucks to save on transportation costs. The single-carrier shipments exceeded the FDOT allowable length by four feet. In addition, the shipment was problematic because it was considered a divisible load in the State of Florida (although not in other states involved in the transport). The impoundment took the Alabama AHPP team by surprise because FDOT had allowed passage of more than 25 similar units previously. Alabama AHPP team members tried unsuccessfully to negotiate with the FDOT for the release of the units. Ultimately, the Alabama AHPP team asked FEMA officials to write a letter confirming that the units were destined for Hurricane Katrina victims, at which point FDOT permitted the rest of the units to be delivered. The project manager reported that the impoundment process added some three weeks to the production schedule. This experience points out the importance of considering transportation issues in advance of a disaster in order to ensure speedy

delivery of units across state lines. Interstate agreements concerning transportation of units in emergency circumstances could be put in place ahead of time and invoked as needed to address a disaster situation. Weather also complicated unit transportation. Safety requirements prevent transportation of modular housing units in weather with gusts of 45 miles per hour or more. During the transportation period for the Alabama AHPP units, high winds caused additional transportation delays four times.

Unit Installation

While Palm Harbor was assembling units in Florida, the Mitchell Company was overseeing construction of foundations in Bayou La Batre (see Exhibit 2-18). Work first began on Safe Harbor Estates, to the west of Shine Road. The City's intention was to have the first group of residents move in as soon as their units could be placed on the foundations and finished. These households were still living in FEMA trailers and urgently needed to move.



Exhibit 2-18: An AHPP Unit Foundation. A foundation in a 'zone' adjacent to units ready for occupancy. (Courtesy of Amy Jones & Associates/Janet Pershing)

Tragically, during the installation process, a worker was killed on the construction site. This incident led the City to conclude that moving families into any section of the development prior to the completion of heavy construction would be extremely dangerous. The AHPP team instituted a "zone" plan to complete a group of homes in a section of the development that could be isolated from the construction areas by physical barriers. Families could move into the completed zone while construction continued safely in adjacent but physically separate zones. This practice was followed throughout construction of Safe Harbor Estates. Safe Harbor Landing was to house families that were admitted under lower priority categories, who did not need to move as urgently. For this reason, the City decided to complete all of the units in Safe Harbor Landing before moving any families into that portion of the development.



Exhibit 2-19: Setting an Alabama AHPP Unit. Cranes setting units on foundations (left) and joining halves of a double-wide unit (right). (Courtesy of Amy Jones & Associates/Janet Pershing)

As units arrived from Florida, they were either placed directly on their foundations or temporarily stored. The central square in Safe Harbor Estates (ultimately destined to hold a playground and, pending financing, a community center and town homes) was used to store these units until installation could proceed.

Unit installation began with cranes lifting home segments onto their foundations (see Exhibit 2-19). Once the units were placed on their foundations, finishing work was undertaken. This work, which included finishing joints, installing siding, connecting utilities, installing carpet, and so on, took more time than originally anticipated. In part, this may have been because different contractors were involved in completing these tasks and coordination was challenging. This resulted in multiple partially-completed units, rather than a few units fully ready for move-in. Ultimately, the Alabama AHPP team developed a system to ensure that finishing work was done in an orderly way so that units in the zone that would be occupied next were finished before moving on to work on houses in the next zone.

Weather was also a consideration in the unit installation process. Just as high winds can affect transportation, they can affect safety as cranes lift the unit modules into place. Wet weather also can affect certain kinds of outdoor tasks such as pouring foundations, driveways, and sidewalks. The project manager reported that the City extended the Mitchell Company's deadline for completing construction of the homes by 50 days to account for delays in transportation and construction related to high winds. Contractor's familiar with work in the Gulf Coast region are expected to take the likelihood of wet weather into account when establishing the initial construction schedule.

Implementation Schedule

The original Bayou La Batre AHPP application was ambitious in its goals. It proposed that two subdivisions with a total of 194 units would be put in place within 12 months of a notice to proceed. The Alabama AHPP team set a goal to have the first 16 families (those actually living in FEMA trailers at the time the goal was set) moved into their new units by June 1, 2008 – the official start of the hurricane season. The team expected all remaining units to be occupied by September 30, 2008. However, the first families did not move in until just before Thanksgiving 2008, and the final move-ins did not take place until July 2009, nine months after the anticipated completion date.

As described throughout this chapter, a variety of factors led to program delays. These included contracting issues, weather, and delays in approvals and other processes (e.g., environmental review, procurement requirements) that were outside of the control of the Alabama AHPP team. It was nearly a year after the AHPP grant agreement was signed before the notice to proceed was issued to the unit manufacturer in June 2008. From that point, construction moved along at a steady pace, although more slowly than originally anticipated. The factory promised to provide units at a pace that would allow 30 units to be completed and occupied each month. While the factory produced the units as anticipated, delivery, installation, and finishing took longer than expected and the first units were not ready for occupancy for five months. The development was substantially complete, with the exception of a few units with accessibility features, within eight months of the manufacturer notice to proceed. Activities that took more time than anticipated and led to delays in program implementation are summarized in Exhibit 2-20.

Exhibit 2-20

Bayou La Batre AHPP Implementation Delays

<ul style="list-style-type: none">• Environmental Review. Because the AHPP units' environmental review was connected with the review of the community's waste water treatment plant, this step took far longer than originally anticipated. Construction could not begin without obtaining approval, which delayed the project's start date.
<ul style="list-style-type: none">• Competitive Bidding. The need to conduct a competitive bidding process added several months to the anticipated timeframe.
<ul style="list-style-type: none">• Adjusting Specifications. When the bids came in over budget, time was needed to revise the plans and to accommodate a second round of competitive bidding.
<ul style="list-style-type: none">• UFAS Designs. The process of determining what specifications were required, drafting plans, and gaining approval took far longer than anticipated.
<ul style="list-style-type: none">• Weather Delays. High winds interfered with both unit transportation and setting units on their foundations. Wet weather also caused delays, but had been taken into account in the original schedule.

Numerous non-construction processes also took longer than anticipated. For example, lease development, background checks, and determining how the units would be managed all took longer than anticipated. The Alabama AHPP team also found it challenging to locate wind insurance for the properties. However, these activities ran concurrent with the unit installation tasks and did not actually delay occupancy. Alabama AHPP team members noted the importance of running a variety of tasks concurrently in order to avoid a situation in which a slow-down in any particular process can derail the entire production schedule.

All told, the development process took about two years from the effective date of the grant (August 2007) to full occupancy (July 2009). Development time from issuing the notice to proceed to the contractor (June 2008) to occupancy of the first units (November 2008) was approximately five months. The time elapsed from notice to proceed to full occupancy was just over a year.

Chapter 3: Preliminary Results of the Building Sciences Evaluation³

Introduction

The National Association of Home Builders Research Center, Inc. is assessing the performance of the housing units produced by AHPP grantees, including the speed and ease of construction and installation, durability, safety, and energy efficiency. Unit performance is critical to ensuring that post-disaster replacement housing is durable, affordable, and energy efficient in order to fully serve the needs of the residents and the larger community. Unit durability and energy efficiency are particularly relevant because the “life cycle” costs ultimately will be borne by the residents or the community, typically well after the initial influx of post-disaster financial assistance. The Alabama AHPP building sciences evaluation uses proven predictive tools tempered with professional judgment to inform the durability assessment of grantee housing. Yet, any evaluation of durability is somewhat speculative because the Alabama AHPP study period is short compared to the full life of a home.

This chapter reviews and assesses each stage of unit production for Bayou La Batre AHPP units, from the design phase through unit installation to initial durability assessments. Some of the information provided in Chapter 2 is repeated here to provide appropriate context for the building science analysis. The building sciences evaluation is ongoing and results from additional tests and ongoing assessments may appear in later reports. To date, the following building science tasks have been completed: observational monitoring in the building center, field tests including installation observations, blower door tests to estimate building tightness, and initial durability assessments. The chapter first lays out the evaluation factors used as the basis for the building sciences work. It then reviews the unit design process, procurement and manufacture, and on-site work such as unit installation and finishing. The last section outlines challenges and successes of unit design and production.

Evaluation Factors

The building sciences evaluation included an initial assessment of the Bayou La Batre AHPP unit designs with respect to eight critical factors selected collaboratively between HUD and FEMA at the beginning of the overall evaluation effort. To evaluate the design, eight key activities were conducted:

1. Summarized the units’ design characteristics using the Joint Housing Assessment Tool. The FEMA Joint Housing Solutions Group’s web-based Housing Assessment Tool allows housing manufacturers to catalogue information for later use. This tool captured largely descriptive information.
2. Modeled expected energy performance based on the units’ specifications. This analytical process predicted energy usage. These models predicted that the baseline units would be close to satisfying EnergyStar requirements. This was the first step in an energy assessment that will report actual energy performance of the units.

³ This chapter was authored by Dana Bres of HUD’s office of Policy Development and Research. It is based on building sciences evaluation activities completed by the National Association of Home Builders (NAHB) Research Center.

3. Assessed expected durability of the Bayou La Batre AHPP units using HUD's report, "Durability by Design" as a guide. The guidebook describes a number of design and construction approaches that have been demonstrated to provide durable housing.
4. Started conducting an assessment of the design to determine the "green" rating of the units using the National Green Building Guidelines. Assessing the green building characteristics of the units established a starting point to identify how a unit could be "greened."
5. Conducted an assessment of moisture levels in the units using effective "best practices" design principles developed during research efforts by HUD and others. This assessment helped the builders avoid preventable moisture problems.
6. Evaluated units designed to meet Uniform Federal Accessibility Standards (UFAS) requirements. The evaluation of the units for UFAS compliance was performed by FEMA staff. Unlike other components of the Building science evaluation, this was a clear cut process where the FEMA subject matter expert judged the acceptability of the proposed UFAS compliant unit and granted Bayou La Batre permission to use those units.
7. Observed the unit installation process in order to assess the skills required and to characterize the labor requirements. In Bayou La Batre, the majority of units were installed in a permanent manner where the units were positioned, elevated, lowered onto the perimeter foundation, and then anchored.
8. Determined how long the unit is meant to be used (temporary versus permanent installations) based upon its design. The Bayou La Batre unit, by virtue of its design, was more appropriate for permanent installation and use. This was reflected in the programmatic decisions by Bayou La Batre to develop a neighborhood with permanent housing.

Unit Design

The basic approach used by Bayou La Batre was to design a modular housing unit to be produced with two, three, or four bedrooms. Some of the units were designed to be compliant with UFAS. The goal was to produce units that could be manufactured and installed quickly and would serve as permanent housing. The units were designed to meet the International Residential Code (IRC). IRC is the model building code for new construction of site-built and modular housing units most commonly adopted by cities, counties, and states in the U.S., including the State of Alabama.

Designed and constructed as modular homes, the Bayou La Batre units were required to comply with the International Code Council building codes, which are enforced by the Alabama Manufactured Housing Commission. Bayou La Batre elected to build on a single-vendor model that was previously used to produce units elsewhere in the city using Community Development Block Grant (CDBG) funding. The bulk of the Bayou La Batre AHPP units were installed on permanent crawl space foundations. Ten percent of the units were installed with tie-downs that can be removed, making the units re-deployable for use elsewhere in the event of a future disaster.

The smallest Bayou La Batre AHPP units were notable for the fact that both modules were delivered on a single carrier as shown in Exhibit 3-1. Upon delivery, the units were cut apart and the two halves mated.



Exhibit 3-1: Small modular unit on a single carrier. (Courtesy of HUD/Dana Bres)

Structural Design

The final specifications for the Bayou La Batre AHPP units exceeded the requirements of the IRC for coastal Alabama in several areas that directly affect the strength of the units, including:

- Units were designed to resist a 150 miles per hour wind speed (3 second gust), although the IRC and site conditions would have permitted slightly lower wind speeds (between 140 and 150 mph)
- Siding used for the homes was a fiber cement product that has demonstrated excellent impact, wind, and insect resistance, as well as outstanding durability. Fiber cement siding provides greater durability in terms of storms as well as routine maintenance. Because fiber cement does not absorb moisture (as wood siding does), paint applied to such siding lasts significantly longer.
- Many of the building materials were selected based on performance measures that were not addressed in either building code, but nonetheless improved the performance of the home. For example, the manufacturer, Palm Harbor, identified an opportunity to reinforce the door and window openings through the use of spray foam insulation, which is quite sticky. In shipment, it is not unusual for the stress of the transportation to cause cracks in the gypsum wall board extending out from the corners of the doors or windows. Spray foam insulation strengthened those locations, locking the gypsum wall board and studs together. From a production perspective, this approach improved quality and reduced costs by minimizing field repairs.

Interior Space

Bayou La Batre produced units with four basic floor plans: two-bedroom, single-wide deployable modules, and two-, three-, and four-bedroom double-wide modules. In addition, UFAS-compliant models were produced in one-bedroom plus den, three-bedroom, and four-bedroom models. The UFAS models are largely variants of the standard units. Exhibit 3-2 shows the type, size, and number of each unit type constructed in Bayou La Batre.

Exhibit 3-2**Size of Bayou La Batre AHPP Units**

Type of unit	Size of unit (overall)	Size of Interior (in square feet)	Number of units constructed
One-bedroom with den and two-bedroom single modules	54' 8" x 14' 8"	820	10
Two-bedroom double module	34' 8" x 30' 0"	1,035	65
Three-bedroom double module	36' 0" x 30' 0"	1,155	19
Four-bedroom double module	45' 4" x 30' 0"	1,360	6

The Bayou La Batre designers took time to refine the interior design and use of space. The double width provided an opportunity for larger room sizes with longer interior sight lines. An open floor plan and vaulted ceilings also contributed to the feeling of spaciousness. While not unique to the Alabama AHPP program, this achievement is attributed to the efforts of experienced designers and builders.

Aesthetic Design

The units in Bayou La Batre were designed in a traditional style for homes in the coastal South with low pitch roofs, low foundations, a “shotgun” style geometry, and a front porch. Although the double width of the Bayou La Batre units was a modest departure from the traditional shotgun style, the units still maintained the essential character of the style. This adherence to community design standards was expected to enhance the likelihood of acceptance at the local level.

Because the location of the Bayou La Batre AHPP site was well above the projected flood elevation, there was no need to elevate the units beyond what was necessary for installation. This resulted in homes that were more accessible for all residents. The homes were placed on individual lots with yards and driveways for parking. This provided greater space for the residents as well as creating play areas for children.

Approval Process

The initial Alabama grant application provided design concepts that were refined following grant award. Following development of the unit designs and their acceptance by the Bayou La Batre AHPP project staff, they were finalized by architects and engineers on the project team and submitted to the Alabama Manufactured Housing Commission for approval.

FEMA involvement in the design process was limited to ensuring compliance with structural engineering principles associated with the foundation designs and reviving plans for UFAS compliance. FEMA’s Mitigation Division performed plan review and provided comments, but, with the exception of accessibility features in selected units, FEMA did not approve or disapprove unit plans.

Procurement and Manufacture**RFP and Selection Process**

Bayou La Batre solicited bids for the construction of the Alabama AHPP project and reviewed the proposals with the intention of making a single award. Given the number of units (100), minimizing the number of manufacturers was expected to result in the best pricing. While 100 units is a large order for a

single building center, dividing the order among multiple producers was expected to dilute the ability to work with the manufacturer and to increase the cost.

Manufacture

All Bayou La Batre AHPP units were produced at a single building center, Palm Harbor Homes in Plant City, Florida (see Exhibit 3-3). The building sciences evaluator visited the building center to gather production information (e.g., costs and scheduling) and observe construction. Observations of the units as they were constructed at the building center suggest they are of high quality and closely reflect the goals and vision of the designers.

The use of building center construction also enhanced construction speed. Conventional site-built construction frequently requires many months to complete. It is not unusual for site-built construction to require a construction period in excess of two months, compared to a building center construction period of about 10 days followed by a short period of transport and installation.

The building sciences evaluator also installed moisture sensors in the floors, walls, and ceilings of selected units to measure the moisture in the walls in a non-invasive manner. The results of these data collection efforts will be included in future evaluation reports.

Development of Accessible (UFAS) Units

The Uniform Federal Accessibility Standards (UFAS) establish a common set of design standards for federally-funded facilities and projects, including the Alabama AHPP project. The selected manufacturer had experience with producing units compliant with the Americans with Disabilities Act (ADA), but not with UFAS. Although the standards are relatively coincident, they are not identical.

FEMA managed the review and approval of the UFAS-compliant units. This was done through reviews of the designs, as well as examination of the finished prototypes. Because FEMA could not provide design guidance directly to the manufacturers, the review and approval process was an iterative one, requiring several reviews and inspections. As a result, the deployment of UFAS-compliant units was slower than anticipated and involved greater costs than the standard units.

The schedule impact of the UFAS-related delays was modest because the plant was operating well below capacity as a result of the soft housing market. During a period of great demand for housing, such delays might result in the UFAS unit losing its place in the production process, resulting in significant cascading delays downstream.

Transportation

The units were transported by truck from the Palm Harbor building center to the Bayou La Batre site. Delivery of the small double-wide units was temporarily delayed as the transportation approach (two units connected and shipped on one carrier) was challenged and required resolution with state transportation officials. Although the individual units could have been shipped on separate carriers, the increase in transport costs would have been significant (several thousand dollars) and had not been budgeted. Ultimately, the state transportation officials permitted the units to be transported on a single carrier.

The units were delivered to the project location and then installed. The inspection and acceptance of the units occurred at that location. The shipments were coordinated with the building center and considered transport time as well as available foundations. The process appeared to be well coordinated with no significant issues.



Exhibit 3-3: A worker in Palm Harbor plant reviewing drawings for the construction of an Alabama AHPP unit (Courtesy of HUD/Dana Bres)

On-Site Work

Site Development

Site development for the Bayou La Batre project was supported with a Community Development Block Grant (CDBG) from HUD, which purchased the land, site work, and infrastructure for the Safe Harbor Estates portion of the development. Because Bayou La Batre's units were permanently installed, site development included paved roads, curbs and sidewalks, and underground utilities. After the units were installed, concrete driveways and walkways were poured for each lot.

Electrical connections to the grid are below ground. From a disaster resilience perspective, below-ground electrical and communications wiring provides protection for those utilities, as they are less likely to be damaged during high winds.

Foundations

Because the site was elevated well above the base flood levels, the foundations were low, providing only the clearance necessary below the unit. In compliance with the Alabama AHPP grant, 10 units were installed in a "deployable" state. These units are tied down using methods that lend themselves to removal and transport as necessary should a future disaster require them to be reinstalled elsewhere.



Exhibit 3-4: Installed foundation walls and interior piers. Note the straps to anchor the unit to the foundation. (Courtesy of HUD/Dana Bres)

As shown in Exhibit 3-4, the foundation installation consisted of a trench which was excavated around the perimeter of the unit as well as individually excavated holes for the piers in the interior. Those excavations were filled with concrete and then concrete block was placed to provide a level foundation. Unlike the typical temporary installation for manufactured housing and travel trailers (where the blocks are stacked without grout or mortar), the block in the Bayou La Batre units was installed with mortar joints and cells grouted with concrete. This provided a continuous path for loads to be transmitted from the building to the soil.

Installation and Utilities

Installation of the units was fairly complex, as the foundation and utilities were installed before the unit was set. The units were then lifted into place with a crane (see Exhibit 3-5). Once both modules (sides) of the unit were in place, they were drawn together and connected along the “marriage line.” Unit trim and roofing along the connection were then installed and other fit-out work was accomplished.



Exhibit 3-5: Setting an Alabama AHPP module. The “marriage line” is visible in the right photo on the right. (Courtesy of HUD/Dana Bres)

For the UFAS-compliant units, the installation contractor constructed a ramp using pressure-treated lumber. This work was completed on site, and work quality was a function of the individuals responsible for the construction. The ramps examined appeared to be well crafted.

Plumbing to connect each unit to community water and sewer pipes installed during site development was located in the crawl space under the unit. Electrical connections also were located in the same crawl space.

Organization and Scheduling

Work was able to progress in parallel, with site development occurring concurrently with manufacture of the units. Typical of modular housing construction, the site and infrastructure work took significantly longer than did the manufacture, transport, and installation of the units.

The installation of the units appeared to match the site work and foundation construction. This was to be expected as the Mitchell Company (the contractor providing the site development and construction) appeared to effectively coordinate production, delivery, and installation to avoid scheduling impacts in the process. Production and delivery of the units seem to have been managed well, with significant attention to detail.

To improve safety for residents and workers after a worker fatality, the City elected to open areas of the development in phases, following completion of construction in a section of the subdivision, rather than occupy individual units as they were completed. This slowed the occupancy process, but was considered a vital step to protect residents.

Initial Durability Assessment

Ventilation and Air Quality Testing

In the Gulf Coast area, outside air may bring a large moisture load into the home, particularly in the summer months. Extremely well-sealed homes benefit from minimal energy loss but may be prone to indoor air quality issues. The challenge for designers is to effectively balance the requirements of ventilation and energy costs because increasing ventilation will increase energy demand. Unit designs must consider the capacity of the heating, ventilation, and air conditioning (HVAC) system to address the thermal and moisture loads. The issues surrounding air quality in other post-disaster housing have highlighted the importance of providing adequate ventilation.

Thirty Bayou La Batre units were subjected to a blower door test, a procedure designed to assess how air sealed, or “tight” the home is. The results indicated an average of 0.33 air changes per hour, slightly more than anticipated in the design but a value that indicates reasonable insulation and good ventilation. Homes that are considered “tight” have less than 0.35 air changes per hour, placing the units solidly in the “moderate” tightness category.

Indoor air quality (IAQ) testing, including testing for formaldehyde, has not yet been completely analyzed. Initial testing for formaldehyde showed levels higher than anticipated. Following an assessment of the production and materials, additional testing was conducted and is being assessed. Substantial window areas, multiple doors, and capacity for natural ventilation will provide fresh outside air, and is expected to result in satisfactory indoor air quality.

Moisture Control

Because moisture plays a pivotal role in many durability problems, selected units were equipped with wireless moisture sensors in the walls, ceilings, and floors during the manufacturing phase. These moisture sensors regularly record temperature and humidity, and transmit that information to the building sciences evaluators. Based on design reviews, observed construction processes, and the materials used in the units, it is anticipated that there will be few moisture problems. However, these interstitial monitors are in place to detect moisture problems should they arise during the course of this study.

Maintenance and Durability

Preliminary evidence suggests that the units may perform well in terms of maintenance and durability. The units that had been installed at the time of Hurricane Gustav emerged undamaged. However, Bayou La Batre was significantly to the east of the storm track and only a portion of the homes had been installed when Gustav hit. The “success” during Gustav should not be taken as a conclusion that the Bayou La Batre homes are highly resistant to adverse weather.

It is too early to assess other aspects of maintenance and durability. Over time, these factors will be examined through the moisture monitors and external examination of common durability issues that have been documented in other types of housing. Because these units will be maintained by the new Bayou La Batre Public Housing Authority, consistent maintenance records will be available to provide detail regarding ongoing maintenance requirements. That information will be assessed later in the on-going building sciences evaluation.

Demobilization and Disposition

The Bayou La Batre units were constructed as permanent housing, so demobilization is not anticipated. The 10 single-wide units could be redeployed if they were needed elsewhere in the aftermath of another disaster, but the City’s agreement with FEMA provides that they will not be used for this purpose unless they are vacant at the time they are needed.

Chapter 4: Property Management and Ongoing Operations

Because all of the Alabama AHPP units will be operated as rental housing for the first year and some units are expected to remain rental housing indefinitely, the City needed to develop policies and procedures for property management and ongoing operations. Details about how the units will be managed emerged gradually, with the Alabama AHPP team making decisions about how to handle management issues as each issue became pressing. This just-in-time strategy for developing policies and procedures was necessitated by the team's focus on developing the units and preparing them for occupancy.

The first section of this chapter describes the tools the City established to help ensure the long-term viability of the development, including criminal background checks, lease terms, and covenants designed to ensure the integrity of the neighborhood. The second section discusses the City's plans for long-term management of the units through establishment of a new Public Housing Authority (PHA). The third section describes the leasing process and the activities undertaken by the Alabama AHPP team to help ensure resident success in the rental units. The fourth section discusses operations and maintenance, a relatively new activity for the team, but one that will increase in importance now that the units are in place and occupied. Finally, the chapter concludes with a discussion of the City's ideas for structuring a homeownership program at Safe Harbor Estates and Landing.

Management Tools

The City's vision for the Alabama AHPP program is to offer a high-quality, attractive neighborhood at Safe Harbor Estates and Safe Harbor Landing over the long-term. Experiences with poor maintenance in other parts of town and concern about the conditions that developed in Zirlott Park, the FEMA group site, led to careful consideration of the best way to ensure that the units and the neighborhood remain safe and attractive. To achieve this, the City developed a detailed lease, six lease addendums, and a series of restrictive covenants to help regulate resident behavior and provide the legal leverage necessary to evict any household that proves a nuisance or danger to the community. As part of the resident recruitment and selection process, applicants were required to familiarize themselves with these requirements and agree to abide by them. (1.2)

Leases and Lease Agreements

The Safe Harbor lease was based on models provided by HUD and FEMA. It covers a 12-month period but provides for termination by either party with a 30-day written notice. After the 12-month period, it automatically reverts to a month-to-month lease unless superseded by a new lease.

Specific lease addendums include the following:

- Restrictions on barbecue grills on porches/landings and within 10 feet of the house;
- A requirement that smoke alarms be tested on a weekly basis and remain operational at all times;
- An agreement to permit pest control on the premises on a quarterly basis;
- Information about mold prevention and instructions for self-treatment and notification of the Housing Authority if problems emerge;

- Advice to procure liability insurance and personal property insurance; and
- An inventory of furniture and appliances for which the household is responsible, including serial numbers.

A copy of the lease and the six addendums is provided in Appendix 2.

Covenants

The City put a great deal of effort into developing restrictive covenants in an effort to ensure that the quality of life in the new Safe Harbor development will remain high. The Alabama AHPP team consulted written HUD guidance, reviewed FEMA travel trailer leases, and considered covenants in effect in other subdivisions in the county. The City's Planning Board approved the resulting requirements. The covenants were wide-reaching, covering everything from quiet hours, to maintenance, to outdoor storage of personal property, to pets. They also contained restrictions that would affect the size, placement, and style of new units constructed in the development, as well as modifications to any existing Alabama AHPP units that are purchased. The City's intention is that the restrictions imposed by the covenants will be passed on if any lot or unit is sold, ensuring that the covenants will remain in force in perpetuity. A copy of the covenants is provided in Appendix 3.

The City was unsure how residents would react to the covenants, since they place restrictions on a wide range of activities. Initial resident response was overwhelmingly positive. Having assurance that the neighbors will be subjected to tight restrictions put resident minds at ease about the likely quality of life in the development over the long-term. Some saw the covenants as "no problem whatsoever" or were even "joyful over them." Those residents interviewed indicated that the restrictions would have little impact on them personally because their own behavior would already comply with all of the restrictions. To these residents, the benefit of the covenants is that they will ensure that potentially-bothersome neighbors will be under appropriate controls. Residents recognized that "it could get rowdy" and hoped that with appropriate background checks and enforcement of the covenants "it should be tolerable."

The only topic in the covenants that raised concerns for some applicants involved pets. Some pet owners objected to restrictions on large animals and dangerous breeds and were distressed at having to choose between their pets and an Alabama AHPP unit. However, others who worried about the potential nuisance posed by pets were pleased with the restrictions.

One of the development's most influential neighbors is the City's Mayor, who lives directly across Highway 188 from the development. He was a strong and vocal champion of both criminal background checks and covenants as a way to ensure that the aesthetics and the safety of the development reach and maintain the high standards that the City intends. He held up the proximity of his own property to the development as evidence of his faith in the effectiveness of the criminal background checks and the enforceability of the covenants. This message was not lost on the broader community. As one neighbor noted, "If there is any problem, the Mayor lives right here across the street."

Housing Authority of the City of Bayou La Batre

Nonprofit Collaboration

The original Bayou La Batre AHPP proposal involved partnering with two nonprofit organizations: DASH for LaGrange, Inc. and NeighborWorks America.⁴ DASH for LaGrange, a nonprofit organization affiliated with DASH for the Gulf Coast, was expected to provide housing recovery counseling to potential residents, homeownership counseling and education services, credit and debt counseling, and community building and organizing programs. DASH partnered with NeighborWorks America, a national nonprofit organization that provides “financial support, technical assistance, and training for community-based revitalization efforts.”⁵ DASH also proposed to coordinate homeownership loan programs through “the Alabama Housing Finance Authority and other lending agencies, such as Fannie Mae and Freddie Mac.”⁶ In addition, the City envisioned that a nonprofit organization would provide management services for the units that remained rental housing.

In authorizing support for the Alabama AHPP program, the City Council specified that the City “agrees to collaborate with [the Alabama Department of Economic and Community Affairs] ADECA, local housing authorities, faith-based and/or nonprofit organizations, financial institutions, economic development organizations, and others to ensure responsible implementation of the program.”⁷ The original proposal also included letters of support from several other nonprofit organizations, including the Bayou La Batre Community Development Board, Volunteers of America, and Catholic Social Services Archdiocese of Mobile.

These early plans for broad collaboration with nonprofit organizations changed significantly over time. Soon after AHPP funds were awarded, tensions emerged between various nonprofit organizations and Alabama AHPP staff. Sources of conflict included different visions of how the Alabama AHPP project should evolve and what roles various players should take in the process. Tensions rose to such a point that Galbraith & Associates wished to withdraw from work under the contract if involvement with the nonprofit organizations continued. The City determined that the success of the project would be best guaranteed by retaining the selected contractor and agreed to eliminate nonprofit engagement during construction of the Alabama AHPP development.

As the Safe Harbor development neared completion, the City needed a plan for management of the new Alabama AHPP units. The City requested FEMA’s permission to use a for-profit organization to manage the development, but FEMA required that the Alabama AHPP units be managed through a nonprofit. The City therefore considered several options for managing the units, including using the City’s Community Development Board, bringing in an outside Public Housing Agency (PHA), or forming its own PHA. At



Exhibit 4-1: Sign outside the Housing Authority of the City of Bayou La Batre. (Courtesy of Amy Jones & Associates/Janet Pershing)

⁴ Bayou La Batre AHPP Application.

⁵ www.nw.org/network/aboutus.asp

⁶ Bayou La Batre AHPP Application, p. 7

⁷ Bayou La Batre AHPP Application, Resolution from the City of Bayou La Batre

about the same time, the City's lawyers raised possible concerns about the legality of having the City own the Alabama AHPP units. Although no final legal opinion was issued on this point, after assessing the alternatives, the City determined that establishing a PHA to own the property, as well as to manage it, would be the best option.

Establishing the PHA

Formation of a new PHA appealed to the City for several reasons. First it would ensure that an entity with board members appointed by the City would be responsible for the development, thus ensuring long-term accountability to the City. Second, the PHA would be able to access additional sources of funding through various HUD programs to help support City residents in need of assistance. Finally, the PHA is expected to use income from future sales of Alabama AHPP units and lots in the Safe Harbor development to increase the supply of affordable housing in the City.

Because the first Alabama AHPP units were nearly ready for occupancy by the time the City settled on establishing a new PHA as the appropriate management strategy, it was essential to create and staff the PHA very rapidly. The City established the PHA quickly and board members were appointed by the Mayor in time to have the PHA operational in November 2008, as the first Alabama AHPP units became ready for occupancy.

The newly-appointed PHA board faced substantial challenges in its first weeks. In particular, it needed to establish operations for the new units and did not have adequate time for the board members to receive training or to conduct a full search to hire permanent staff for the PHA. As a result, the PHA board moved rapidly to hire Galbraith & Associates to operate the PHA for the remaining term of the Alabama AHPP grant. This option was selected because the transition could be nearly seamless. The Galbraith & Associates office in Bayou La Batre, along with all of the necessary office equipment, was leased to the PHA to provide a full-service office for the new PHA (see Exhibit 4-1). This office location was ideal because it was well-known to the residents and close to the Safe Harbor development. More importantly, the two Galbraith & Associates staff who had been working on occupancy and maintenance issues prior to creation of the PHA were assigned as full-time staff members to ensure a smooth transition to operations under the PHA.

In December 2008 the board started meeting regularly and establishing policies. Two issues discussed at an early meeting illustrate the types of policies that the PHA must develop.

- **Non-Payment of Rent.**⁸ During its first four months of rent collections, the PHA encountered two very different non-payment situations. One resident was struggling to deal with the death of her daughter in another state. She contacted the PHA to indicate that she would have a difficult time paying rent due to the need to travel and pay for funeral expenses. She requested permission to restructure her rent and repay past-due amounts over time. Another resident failed to pay rent without any explanation. The PHA contacted her multiple times. She indicated that her employment did not change and she was not facing any hardships. With these two scenarios before them, the board began to articulate hardship policies, as well as penalties for late payments and eviction procedures.
- **Installation of Sheds.** Several residents inquired about the addition of sheds to the properties. The board established a policy that requires residents to present plans to the board prior to

⁸ While living in FEMA travel trailers, households paid no rent. For these households, the rent paid for their Safe Harbor unit was the first rent paid in three years.

installing an out-building on the property. Residents are required to obtain a permit and have the structure inspected after construction.

Establishing a new PHA is a rare occurrence, especially the establishment of a PHA with substantial assets in place from the outset. The new Public Housing Authority of Bayou La Batre is in an unusual position and needs to make decisions about how to operate the Safe Harbor development moving forward. At this point the PHA has been created and is managing the Alabama AHPP units, but currently has no HUD funding and is just establishing its relationship with the Department. The PHA is currently exploring options for seeking funding to help low-income Alabama AHPP residents afford their units as renters and homeowners. However, obtaining such subsidies could have implications for the way the development is operated, because the program would need to conform with the funder's rules and regulations. Examples of issues that might need to be addressed include the status of legal immigrants, rent rules, and extra fees (for lawn service, smokers, and pet owners).

HUD provided substantial helpful guidance to support development of the PHA. The City anticipates that HUD will provide additional information and support in the future as the fledgling PHA grows. For example, the City anticipates that a mentoring relationship will be established with a nearby PHA to help ensure that all appropriate processes are put in place and that the new PHA is operated correctly under all applicable HUD rules. Training for the PHA board also will be a priority over the coming two years. In the meantime, the board is working to address immediate concerns and to establish policies that can be applied consistently and fairly over time.

The PHA board anticipates conducting a formal search for an Executive Director prior to the expiration of the Galbraith & Associates contract at the end of the Alabama AHPP grant. In addition to operating the 100 Alabama AHPP units, it is expected that the PHA will work with HUD to obtain Housing Choice Voucher assistance for Alabama AHPP families that may require it. The PHA also plans to research other HUD programs that may be appropriate for Bayou La Batre, including voucher-homeownership programs.

Leasing

The Alabama AHPP team helped residents get through the leasing process. Although there was no formal case management system, Alabama AHPP staff worked closely with applicant families to help them navigate the bureaucracy, troubleshoot, and prepare for occupancy in the Safe Harbor development. Key elements of working with residents included providing advocacy and support to help families complete their applications, submit all necessary paperwork, and resolve other problems that could otherwise have prevented the household from moving in. Finally, the staff placed a heavy emphasis on the need for clear and thorough orientation at move-in.

Unit Assignment

An important aspect of the resident selection process was “right-sizing,” or matching household size and composition with appropriately-sized units. This included matching families to units with appropriate accessibility features, as well as providing units with the right number of bedrooms.

Six of the 100 units in the development were designed to be fully accessible to people with mobility impairments according to the Uniform Federal Accessibility Standards (UFAS). However, only a few households actually needed and wanted accessibility features. Ultimately, families that did not need accessibility features were assigned to UFAS units with the appropriate number of bedrooms. One family

disliked the ramp and the accessible rear exit, and complained about being placed in the unit. However, because no other units of an appropriate size were available, the family chose to stay in the UFAS unit.

The City considered a range of options for determining what size unit each family should receive. The City began the project with an eye to developing a greater number of larger units and adopting relatively generous occupancy guidelines. Ultimately, in an effort to assist as many households as possible and to house as many large families as possible, the City based its unit size allocations on HUD's occupancy criteria, resulting in the densest feasible allocation of household members to the units. Guidelines used for determining appropriate unit size are attached in Appendix 4.

Families in the highest priority categories were assigned to units first. This meant that units of the appropriate size were readily available. However, toward the end of the selection process, units of the appropriate size were not available for some families. The families that were skipped over based on available unit size have been retained on a waiting list and will be considered for assistance if a family moves out of an appropriate-sized unit, or when the newly-formed PHA has additional resources.

Preparing Families for Leasing

The City took a very hands-on approach to the leasing process, supporting and assisting families throughout the application and leasing process. Bayou La Batre is a small community, and the staff member who was responsible for occupancy, both as a Galbraith & Associates employee and as PHA contractor staff, is a life-long resident. She was intimately familiar with individual family situations and understood the special needs for support that existed in the community. These ranged from ensuring that translation services were available for non-English-speaking families to knowing that one elderly man's failure to respond to an invitation to move into one of the units within the required time frame was due to his hospitalization in another community.

Throughout the application and leasing process residents had numerous questions. Some wanted information about when units would be available, as anticipated completion dates got pushed back. Others wanted clarification about amenities or covenants. Still others needed advocacy to help prevent eviction from current units pending the availability of the Alabama AHPP units, or assistance getting utilities turned on. The Alabama AHPP team's staff took their role as advocates for these families seriously and intervened to assist the families whenever possible. These efforts paid off. Residents uniformly reported receiving clear information about the program, getting quick responses from the Alabama AHPP team and feeling that staff members were approachable and available to answer questions. This open and supportive atmosphere contributed substantially to resident comfort with the Alabama AHPP program and the Safe Harbor development.

When a household was selected from the waiting list, the Mayor sent a congratulatory letter to the applicant. Selected applicants met with Alabama AHPP staff to carefully review the lease, lease addendums, and covenants. Households had the opportunity to ask any questions and to receive clarification about these required documents.

At the same time, the Alabama AHPP team also worked with applicants to begin the process of transferring utilities into the family's name. This proved to be a surprisingly challenging process. For some residents, assembling the funds needed to provide utility deposits was a daunting task, while others had outstanding bills that needed to be resolved. In addition, the utility companies had previously encountered problems with households that tried to circumvent unpaid bills by requesting service under a child's name. The utility companies, knowing that the units were designed to be affordable for

households with low incomes, were concerned that similar problems might arise among the Safe Harbor residents and residents found it difficult to establish an account. The PHA helped residents navigate this bureaucracy by providing a letter documenting the address at which the household would live and listing all household members over the age of 17. Residents could use this letter to demonstrate to the utility company the legitimacy of its request for service. The Alabama AHPP team required households to demonstrate that the utility was ready to serve them before signing a lease.

The Alabama AHPP team used the introductory meeting to calculate the household's rent and alert them to possible changes to the rent amount over time. Because the team did not know what would happen to the rent calculations over time, this information was fairly general; however, tenants were alerted that they can expect a change when the first year's lease expires.

Move-In

Move-in day was an emotional experience for many families. After more than three years of living in crowded and/or make-shift situations, receiving the keys to a brand-new single-family home was an overwhelming experience for many. One explained tearfully that when she got the key "I felt so excited... it looked like a hotel." Another recalled that "I felt like I was walking into a mansion." Gratitude for finally having a stable place to live was evident in a discussion with recently-arrived residents. As one said in her own words, rather than through a translator: "Really big in my heart thanks so much."

Despite emotions running high, the occupancy staff was careful to help residents focus on the nitty-gritty aspects of living in their new homes. This was accomplished by conducting a careful orientation with each family at move-in. The orientation began with a walk-through to identify any outstanding maintenance issues. The staff made a note of these issues and followed up with the Mitchell Company to ensure that any last punch-list items were completed. The Alabama AHPP team also worked with residents to inventory appliances, furniture, and living kits, explaining clearly the household's obligation for returning items in good condition. The Alabama AHPP team also demonstrated the operation of each appliance, utility, and feature of the unit. This ranged from explaining the heating/cooling system, to demonstrating how the appliances worked, to explaining that the lights appear dim at first but brighten over time.

The Alabama AHPP team reviewed these documents with each household before signing the lease, but also reminded residents of their obligations under the lease, lease addendums, and covenants again at move-in. Because the provisions in these documents are to be strictly enforced and violations can result in eviction the Alabama AHPP team made an extra effort to ensure that all residents were thoroughly informed of their obligations. These efforts have continued post-occupancy through the use of "door hangers" – a method of communication by which the PHA ensures that all residents are informed of current issues through house-to-house delivery of printed material. Such door hangers have been used for general announcements (e.g., reminders about leash laws for pets, clarification of the policy for reporting lease or covenant violations) as well as for individual communications (e.g., announcing extermination visits, notifying delinquent households about the consequences of failure to pay rent).

Before completing the move-in meeting, PHA staff provided residents with the appropriate number to call in case of questions or for any needed maintenance. Because the PHA staff does not regularly work on the weekends, the Alabama AHPP team made it a policy not to conduct move-ins on Fridays. This ensured that staff was available the day after each move-in to assist residents who had questions or problems with their units.

Ongoing Operations and Maintenance

During the first year and a half of the Alabama AHPP grant, the team's attention and energy was largely consumed with construction-related activities. Although the team recognized from the beginning that operations and maintenance policies and procedures needed to be developed and implemented, the bulk of the work on these matters was postponed, pending completion of the units and full occupancy of the development. As of July 2009, the Safe Harbor development was fully occupied and the PHA had been managing Safe harbor units for a little over seven months. During this time the PHA started developing operations policies and procedures. This section describes the activities for which policies and procedures have been developed and implemented, as well as those issues that the team plans to address in the coming months.

Operations

Rents, Deposits, and Fees

For the first year of operations, the City followed the procedures it established for documenting income under the CDBG program. Alabama AHPP applicants were required to provide proof of income for the previous year and, based on that information, occupancy staff calculated 20 percent of income as the household's base rent. The City was aware that many Alabama AHPP residents have very low incomes and that many had paid little or no rent since Hurricane Katrina. For some households 20 percent of income represented a decrease in rent, but for others, it was an increase. Occupancy staff worked with these families to help them understand the importance of budgeting appropriately and paying their rent on time. In an effort to encourage good rent-paying habits in the long run, the City offered a special incentive program — those households that pay their rent on time for 11 months will not be required to pay the twelfth month's rent.

The City has not required Alabama AHPP households to pay an up-front security deposit at move-in. However, the City established an additional \$15 monthly fee for tenants who own pets and for those who smoke. These funds will be used for cleaning the unit and addressing any smoke or pet damage.

Finally, the City established a \$25 per month fee for cutting the lawns. The City hopes to establish a high standard for yard maintenance in order to encourage the long-term beauty of the neighborhood. In future years, if residents wish to maintain their own yards, a policy may be implemented to permit this.

The City instituted a \$400 cap on the rents to avoid charging working families more than market rent for a unit. It also set a \$200 minimum rent for any household that reported no income to encourage residents to report their full incomes. Residents whose incomes fall during the course of the year may report the change and have their rent adjusted. Those whose incomes rise are expected to report the increase, but there is currently no plan to collect back rent from a household that fails to report a change.

The PHA has not determined how household rent will be calculated in future years. Applicants have been told that the rent may rise to the level of market rents. In many cases, this will be significantly more than the 20 percent of household income they are paying in year one. The City has some flexibility in setting rents in the short term because the Alabama AHPP grant will continue to pay for PHA operations and maintenance through the end of the AHPP grant period. After this, the units will need to generate sufficient income to pay for continued operations and maintenance, pay for insurance, and contribute to a long-term capital improvements fund. The City will have the advantage that there will be no debt service due on the Alabama AHPP units, and it is possible that the necessary expenses could be covered while maintaining rents below the market rate.

One option the City is considering for enhancing affordability for low-income households is seeking subsidies from HUD for those households that qualify. In this case, tenant contributions would rise to approximately 30 percent of income for qualifying households. The newly-formed PHA still has a great deal of work to do in this area, including working with HUD to understand what the available program opportunities are, applying for funding, setting up internal controls to ensure compliance with HUD requirements, and bringing existing policies and procedures in line with those required by HUD. As the PHA works with HUD to establish requirements that comply with HUD regulations, policies concerning topics such as rents, incentives, security deposits, pets, smoking, and yard maintenance will need to be revisited and adjusted. Having a two-year period in which to make such adjustments seems to be a workable strategy for Bayou La Batre. In future efforts, communities following the Bayou La Batre model might benefit from aligning their occupancy policies with HUD requirements from the outset to simplify the transition to subsidized housing.

Lease and Covenant Enforcement

Questions about enforcing the covenants began surfacing shortly after occupancy of the first units. As residents came to the PHA with questions, decisions that required policy choices were referred to the PHA board. To date these have involved questions such as installing sheds (to be permitted if properly installed and inspected), painting front porches and steps (permissible if the paint is supplied by the PHA; porch rails must remain white), constructing barbecue pits (permissible, but attractiveness and safety will be monitored), and planting vegetable plots (will be permitted in the back yard).

The Alabama AHPP team anticipated that covenant enforcement will become more challenging with the development at full occupancy, and during the warmer months when residents spend more time outdoors. It is too early to tell how the covenants will affect either neighborhood quality or individual family circumstances. This will be an area to investigate as the Alabama AHPP pilot program continues.

Maintenance

In the near-term, maintenance for the units will largely be covered under warranties. The units themselves have comprehensive one-year warranties that will be honored through the builder, Palm Harbor, and the general contractor, the Mitchell Company. Similarly, all of the appliances have one-year warranties.

The City found through its post-recovery CDBG program that invoking warranties works best when someone serves as a single point of contact for maintenance and repair needs, and works as an advocate for the residents. Based on this experience, the Alabama AHPP team developed a protocol for ensuring that maintenance is accomplished effectively in the Safe Harbor development. Residents who experience maintenance difficulties report the problem to a single, central location – the PHA. All issues are recorded in “the book of woe” maintained at the PHA office. PHA staff members then determine whether the issue should be brought to the attention of those providing the warranties or dealt with directly. The PHA will work closely with the Mitchell Company during the first year to clearly communicate any difficulties and to follow up on warranty repairs.

One maintenance issue of interest was installation of cable and satellite services. The Safe Harbor homes were elevated sufficiently to allow access under the home and were constructed with a “raceway” to allow utilities to be run under the house. Nonetheless, it is much easier for an installer to simply drill through the side of the wall. Such drilling, however, invalidates the warranty on the home. Luckily, PHA staff

noticed this problem after the first satellite dish was installed improperly. Specific instructions were issued to all residents informing them of the need to insist on use of the raceway. The PHA also communicated directly with the utility companies to emphasize the importance of proper installation. Palm Harbor agreed to reinstate the warranty on the single damaged unit.

One PHA staff member was assigned to maintenance issues. The tasks he has been involved with to date, aside from transmitting information to the companies providing the warranties, have been minor issues such as changing light bulbs and helping residents with tripped circuit breakers. The PHA hopes to teach residents to handle minor maintenance issues themselves, giving the staff member time to undertake more significant repairs after the warranty periods end.

Landscaping is another aspect of maintenance that is likely to have a significant impact on the overall aesthetic of the development. The City placed sod in the front yards, installed relatively mature evergreen shrubs in front of the units, and seeded the backyards at the appropriate season. A monthly landscaping fee pays for regular mowing during the first year. The City wants to set a good example and instill a sense of pride in the outdoor appearance of the units to encourage neighbors to maintain and beautify their properties over the long term. However, ensuring that sod, seed, and shrubs are watered and cared for appropriately may be a challenge.

Homeownership

Homeownership is an important component of the Bayou La Batre AHPP program. From the outset, the City envisioned ownership as a key element for assisting residents and helping to ensure neighborhood stability in the new development. However, the immediate need to focus on unit development and occupancy issues led the City to put homeownership efforts on the back burner. Plans for the tentative development of a homeownership program are discussed below.

Delaying the Homeownership Option

From the outset, the City has envisioned making the Alabama AHPP units available through a homeownership option. In fact, initial plans involved allowing families to purchase the homes at move-in. This plan has evolved over time based on several considerations.

First, the City focused on getting the units in place and developing occupancy and management procedures for rental housing. The small staff available to work on this project did not have the resources available to simultaneously design and implement a homeownership program. For this reason, the City determined that all residents would be offered a one-year rental lease. During this period, the City will have the opportunity to refine its homeownership plan.

The second reason for postponing the homeownership portion of the program was the need to provide credit and homeownership counseling to residents prior to launching a homeownership initiative. Again, because the City's priority was getting families into decent, safe, and sanitary housing, it was decided that planning for this element of the program could wait until after all of the families were moved in.

The original plan called for collaboration with the regional nonprofit DASH to provide credit counseling and homeownership training. Because the relationship with this organization deteriorated, the City will have to consider its options for providing homeownership training and credit counseling, either through collaboration with a different nonprofit or through its new Public Housing Agency.

Homeownership Program Design

Although the City does not yet have a complete homeownership program design, Alabama AHPP staff have been actively considering various options. Now that the development is fully occupied, staff attention will turn to working out details of the homeownership program.

The Alabama AHPP team envisions that the program will likely involve the following:

- Not all households will want to be homeowners and not all households will have the capacity to become homeowners; the rental option must be permanently available to such residents.
- For those residents who can afford taxes, insurance, and maintenance, mortgages should be provided at levels that make the monthly payments affordable to the families.
- Financing will have to be pieced together, with no single one-size-fits-all solution. The Alabama AHPP team is exploring different options and envisions beginning with mortgages through private lenders and accessing additional sources as needed, such as down payment funds. Federal agencies such as the United States Department of Agriculture (USDA) Rural Housing Service might provide loan guarantees and HUD programs might offer some options.
- No family should make a “windfall profit” on the sale of a unit. The homeownership program must provide assistance in a form that ensures recapture of any deep subsidy provided (e.g., soft/silent second mortgages).
- The neighborhood covenants governing behavior and property maintenance will remain in force permanently, regardless of sale and resale of the units.
- A rent-to-own plan is currently envisioned. This would give residents that ultimately purchase their units credit based on the rent they have paid.

Resident enthusiasm about homeownership at the Safe Harbor development was mixed. Some expressed excitement about the opportunity to purchase the homes. For one resident, this desire to own went beyond simply owning the home, to accomplishing something significant for herself and setting a good example for her child. As she put it, “I want to own. Ownership is my goal. I want to show my daughter you can do anything.” Another was rather skeptical, not about her ability to own, but about whether she would choose to own in the Safe Harbor subdivision. She expressed her concern, saying “For ownership... we’ll have to see how things go. I’ll wait for a year. This could be a future slum, with the ballpark [Zirlott Park] issues.” Yet another perspective came from a woman who would like to own, but who realized that even with subsidies, ownership would be beyond her means. She was hopeful that her economic situation will improve and she will at some point in the future be able to buy her Safe Harbor home.

Implementation Schedule

The leasing, operations, and maintenance of the Bayou La Batre AHPP project have encountered several issues that took longer than originally anticipated. These included the following:

- **Lease and Covenant Development.** The Alabama AHPP team and the City spent a great deal of time working out the details of the lease and the covenants in order to ensure that the City would have the legal authority to enforce strict community standards. The lease development process ran concurrent with construction, so it did not extend the project’s time frame. However, it did require a good deal of staff time.

- **Criminal Background Checks.** The City originally believed that the background checks for all of the applicants could be completed in a matter of weeks. The process was actually a lengthy one. The delay did not adversely affect the ability to occupy units because there were also construction delays.
- **Utility Connections.** Helping residents make arrangements to get utilities connected took more time and effort than originally anticipated. This is an area that other communities may wish to consider planning for in advance, particularly when working with a low-income population.
- **Homeownership Program.** The City originally planned to offer homeownership as an option at initial occupancy. By moving all residents in as renters for the first year, the City ensured that the families received their housing as rapidly as possible. The City intends that homeownership will still be a real possibility for the families, but on a delayed schedule.

Chapter 5: Community Perspectives

One purpose of the Alternative Housing Pilot Program is to better understand what types of post-disaster recovery efforts work best in communities. One purpose of the quality of life evaluation is to better understand how community acceptance or resistance influenced program implementation. This chapter describes the efforts that the Bayou La Batre AHPP team made to provide information about the Safe Harbor development to the community, the varied reactions of Bayou La Batre residents, and how such interactions affected Alabama AHPP implementation.

Community Outreach Efforts

The City was aware from the beginning that the Alabama AHPP development would face some community opposition. While additional housing for hurricane survivors was clearly needed, the City expected that establishing a new subdivision to house a high concentration of households that continued to receive FEMA assistance three years after the storm would be controversial.

The City believed that once the Safe Harbor development was completed, community residents would view the development as desirable and something to be proud of. Therefore, it was considered important to address community concerns during the beginning phases of the project. The City attempted to do this by holding an open community meeting. The agenda for this meeting included: describing the Alabama AHPP project, addressing any rumors, and answering community members' questions. Reports of the City's success with the meeting were mixed. One first-hand account of the meeting indicated that it was brief and provided little substantive information. One potential applicant complained that the communication at the meeting was poor and "they should have made people more aware that this was available, and made people understand it." In contrast, one resident, who was initially confused about eligibility, found that "at the meeting, they presented it really good."

These mixed reactions are indicative of the difficulties involved in managing public perceptions of this type of project. Alabama AHPP team members and City staff involved in the meeting were largely consumed with the actual management of the project. While the need for public communication was recognized, it was vying for attention with the immediate problems of getting the project off the ground. Another complicating factor was that the City was trying to provide clear information in the face of many unknowns. Project staff were still developing many program details, such as possible ownership opportunities, long-term rent structures, covenants, and even specific unit designs. This made it difficult to provide community members with an accurate picture of the full project.

At the time the Alabama AHPP community meeting was held, the construction of in-fill modular housing using CDBG funds had already begun. Because the Alabama AHPP program intended to use similar homes in the subdivision, the City was able to assuage some public fears by pointing to the high quality of those units. However, although the Alabama AHPP modular housing units were to be removed from the trailers that transport them at installation, public opposition to anything that "arrives on wheels" was difficult to allay. Despite assurances that Alabama AHPP units would be of high quality, community skepticism persisted. Residents slated to live in the units expressed relief once the actual units began to arrive on site. They reported that, despite the assurances they had received from Alabama AHPP staff, they had worried that the units would be rickety mobile homes.

The City helped ensure that information was available to the broader community by requiring that all important aspects of the Alabama AHPP project be discussed openly in City Council meetings. The City Council was required to formally approve key decisions, including all expenditures. Although such meetings were not always well-attended, the City viewed this effort to hold open discussions as a way to ensure transparency and allow interested citizens to keep tabs on the process. Some residents, on the other hand, found that the time allotted to public comment was insufficient and that public concerns were not taken seriously.

Early on, the Mayor acknowledged the resistance felt by some in the community. As he explained it, “people are afraid of little bitty tiny homes and don’t want the pitiful [little units] by [their] home. The city experienced a 600 percent increase in domestic violence in the Zirlott Park FEMA trailer park. No one wants to see that in this development. People need space. They’re displaced, lost their jobs, are down on their luck. They don’t need to be cooped up. Thank God for FEMA trailers, but a 400 pound [parent] with kids in a trailer doesn’t make any sense. Building small homes would have been devastating.” The Mayor’s vision of attractive, permanent housing stemmed in part from his recognition of this public sentiment and the reality of what the community would accept.

Six months after the start of the project, the Alabama AHPP team reported that public opinion had shifted and the development was no longer facing as much resistance. Within a year the Mayor reported: “I haven’t heard one person against it.” However, while some community members had clearly changed their opinions, other residents continued to report ongoing skepticism.

Perspectives from the Bayou La Batre Community

Affordable housing developments face opposition in many communities, and Bayou La Batre was no exception. However, unlike many traditional subsidized housing programs, the Alabama AHPP program announced that it intended to help residents become homeowners. For some community members, knowing that Alabama AHPP residents would have a financial investment in the property was reassuring. Furthermore, because the Alabama AHPP project focused specifically on survivors of Hurricane Katrina, for many the Alabama AHPP project represented a community effort to help families get back on their feet. In this sense the project was viewed through the lens of hurricane recovery rather than as a low-income, subsidized housing development. This may have helped reduce objections from the community.

Announcements about the stringent covenants to be implemented in the neighborhood also may have helped reduce resistance. Locals had a sense that there would be some recourse if things went wrong because of the City’s involvement. As one informant stated it, “in my neighborhood we have covenants, but somebody has to enforce them.” In this case the City will have the capacity to enforce covenants. Promises of an on-site administrative facility and mandatory lawn service also seemed to soothe community members’ fear of blight.

Even after units were placed on their foundations and community members could see the quality of the units, some members of the broader community remained highly skeptical of the Safe Harbor development. One person noted: “I call it Slum Harbor.” Families had not yet moved in when this comment was made, but the observer believed that a concentration of low-income families would result in poor upkeep of the units, along with an influx of drugs, crime, and violence.

Concerns about the structural and aesthetic quality of the units also persisted, despite City efforts to ensure that the units would be of high quality and to convey this information to the community. One community member said: “They are on wheels... anything on wheels is not gonna hold up in a storm.

The siding will blow off.” Another person lamented that “They used to plan on tin roofs... but they cut those. These roofs will come off in the first hurricane.” These comments were made even though the units were installed on permanent foundations with no wheels attached, and the roofs and siding are rated to withstand 150 mile per hour winds. Ultimately, questions about the durability of the units will be answered with the next storm.

Perspectives from Neighbors

While general community input is important during the planning phases for a project such as Safe Harbor, immediate neighbors are most likely to be directly affected by such a development over time. Interviews with neighbors along Shine Road provided insight into neighborhood perceptions of the development shortly before full-occupancy of Safe Harbor Estates in February 2009.

Any homeowner who has lived in a rural area and is confronted with a new subdivision is likely to be unhappy about the loss of privacy. This “Not in My Back Yard” or NIMBYism problem is a common one faced by developers. The neighbors along Shine Road were no exception. The Safe Harbor development replaced farm fields, and was viewed as an unwelcome new neighbor. Some neighbors anticipated a drop in their property values due to the proximity of a subdivision. Neighbors acknowledged, however, that these losses might have been the case with any subdivision, not just Alabama AHPP units.

Although generally the neighbors were not excited about having a subdivision in the vicinity, several neighbors recognized that the hurricane survivors need homes and that the community has to accept this. Those who discussed the topic spoke a little hesitantly about what one referred to as “selfishness.” As another said: “I know this development is good for [the displaced families]. I can’t just think about myself.”

The units themselves have impressed the neighbors. They were described repeatedly as “cute” and “nicely landscaped.” The neighbors would like to see more trees and even more landscaping, but generally the aesthetics of the development received a nod of approval.

One neighbor indicated that, while she was reserving judgment, she was cautiously optimistic. Asked about her reactions to the development, she reported: “I’m not opposed to it, but I’m about the only one who isn’t.” She noted that the voices of opposition she heard were from community members who did not live in the immediate area. In a similar vein another neighbor said: “I don’t know them, so I won’t judge them. They need a house. I don’t appreciate the nay-sayers, judging people like that, without any reason.”

Several neighbors articulated some version of the phrase “if they stay on their side of the fence, I’ll stay on mine, and everything will be okay.” There was a sense that the new residents were a group apart, and fences and visual barriers figured prominently in the neighborhood discussions (see Exhibit 5-1). At the same time, multiple



Exhibit 5-1: A fence under construction between a neighbor’s property and the Safe Harbor Development. (Courtesy of Amy Jones & Associates/Janet Pershing)

neighbors recognized that there would likely be people in the development that they knew – long-time residents of the community who needed assistance after the storm. The idea that “it is the people who will make or break” the development was echoed strongly throughout the discussions.

One fear frequently expressed by the neighbors involved issues of unit quality and maintenance over time. Changes in the plans for the units bothered some neighbors. One noted that, “...things kept getting cut to save money and keep the right number of units.” These changes over time were linked to a fear that promises about maintenance might not be kept either.

Neighbors’ uncertainty about the long-term management and maintenance of the site is understandable, given that the City itself was struggling with the management strategy even as the units were being finished on site. There was a general sense that there had been little information provided to the neighbors about the development

“It looks real nice right now. They just have to keep their word and keep it nice two or three years from now.”

-- Neighborhood Resident

and that additional outreach would have been appropriate and respectful. In addition, lack of information raised specific concerns for some neighbors. For example, some were aware that there were covenants and that the Mayor had committed to enforcing them, but those who mentioned this did not always know exactly who would be responsible for upkeep of the property and the enforcement of the covenants. They also did not know what the covenants covered. The existence of the covenants was reassuring, but without further information and evidence of strong enforcement, neighbors remained worried. “I hope in 5 years it doesn’t look like something to be ashamed of... I’ll be happy if they just keep it up... keep it clean... keep the covenants.”

Other neighbors were bothered because the units would be rental housing. They feared that without a financial incentive to keep up the property, what is now an attractive new development could quickly deteriorate. There also was widespread concern that “whoever is responsible” for the units would not follow through with maintenance and covenant enforcement. None of those interviewed mentioned the new PHA or indicated awareness that this was the vehicle selected to ensure long-term maintenance at the development. Neighbors’ concerns about long-term management suggest that similar disaster recovery efforts should communicate the long-term management strategy early in the development process. This approach might assuage some community concerns.

Another neighborhood fear involved security. The neighbors worried that no one knows exactly who will be living in the units or what “bad elements” they might bring in. The biggest worries were about drugs, theft, and noise. One neighbor acknowledged that she was “scared about who’s coming.” Another said it succinctly: “Who will move in? ...Will they be stealers? Dopers?” These fears ran in parallel to the broader community fears about low-income rental housing in general. At the same time, several neighbors recalled the run-down trailer park that had formerly stood on one corner of the Safe Harbor property. That trailer park was reported to be a significant source of “bad elements” and neighbors were glad it was gone. Those who commented on the old trailer park were hopeful that the new Safe Harbor development would provide better neighbors through criminal background checks and rigorous enforcement of the covenants.

One additional complaint from some neighbors was a sense that their needs were not adequately considered during the construction phase. For example, some reported that although they knew that public meetings were held, they had no confidence that their voices would be heard or their concerns considered through those forums. Another example of feeling that their needs were ignored involved the perception that Shine Road

was poorly maintained during construction, with no accommodations made for neighbors to access their homes easily. On the other hand, one neighbor specifically noted that “the [construction workers] have been very nice and considerate of me.” It was clear from the discussions that being “good neighbors” during the development process was viewed as very important by these nearby residents. In developing similar projects in the future, a special focus on communication with nearby residents and a proactive good neighbor policy could help.

Resident Perspectives

A little over half of the units in the Safe Harbor development had been occupied for about four months as this case study was being written. This section discusses what was known at that point about resident reactions to the Alabama AHPP program, the Safe Harbor units, safety and security in the neighborhood, and the application process. A future survey of residents and ongoing interviews with residents as they have more experience in their units will shed additional light on resident perspectives.

Reactions to the Program

All of the families that were eligible to apply for the Alabama AHPP program lived in FEMA trailers at some point after Hurricane Katrina, and many were still living in them when they applied for the Alabama AHPP program. Residents were grateful for having had trailers in their hour of need, but three years after Hurricane Katrina, the stress of living in the trailer for an extended period was obvious. Several commented on the extent to which family members “get on each other’s nerves” in the cramped space provided by the trailer. They lamented the lack of privacy and the fact that “There was no room to move. There was no room for stuff... There was no storage... Cooking was hard.”

Applying for the Alabama AHPP program was daunting for some. “I was scared. I didn’t know what I was walking into.” Given their difficult situations, however, most of these skeptics “decided to see what would happen” and applied.

Some doubted whether the Alabama AHPP housing would actually materialize. “I heard about Shine Road, but didn’t think it would get built.” Others found that, given the difficulty of life in a FEMA trailer, they had some initial trepidation about the Alabama AHPP program, and were surprised and pleased at the actual quality of the development. One said that despite assurances to the contrary, “I thought it would be a trailer. But it is a real nice two bedroom.” Another noted after seeing some of the units in place that “The development is better than I thought. These houses are built!” (See Exhibit 5-2.)

Reactions to the Units

Resident reactions to their Alabama AHPP units were overwhelmingly positive.

- “It is beautiful, quiet, clean, safe...”
- “I couldn’t believe how nice [the units] really were.”



Exhibit 5-2: A finished Safe Harbor home. (Courtesy of Amy Jones & Associates/Janet Pershing)

- “It’s nice and roomy.”
- “Oh, God, they’re beautiful.”
- “I felt like I was walking into a mansion.”

Residents appreciated various features of the Alabama AHPP units, but those features mentioned first often had to do with the possibility of returning to “a normal life.” For a student, the new home represented a place with enough space to sleep and study in private. For a grandparent, it represented having space for the grandchildren to come and stay. For a member of an extended family, it represented the opportunity to entertain, including hosting the family for Thanksgiving dinner. For a senior citizen, it represented the opportunity to live without fear, knowing that the house is outside of the flood zone. All of these activities were impossible in their previous post-storm living environments.

The Alabama AHPP units offered new residents a sense of normalcy and security that was highly emotional. When receiving the keys to their units, reactions ranged from tears of gratitude to celebration. After three years of a “temporary” existence, residents finally felt that they were coming home. One summed up the essence of what a home like this means to a Hurricane Katrina survivor: “I thank God every day I’ve got a place to go to.”

Reactions Concerning Safety and Security

Residents shared some of the same concerns as nearby neighbors and members of the broader community about whether the Alabama AHPP development would be a safe place or whether it would bring in drugs and crime. Several residents indicated how pleased they were about the criminal background checks and covenants, which they believed would help maintain the development as a safe and pleasant place to live. Initial reactions to the development’s safety and security were very positive. One woman noted that “I go out and walk around at 10 o’clock at night and I feel safe.” Another stressed that “I feel absolutely safe... safer than when I lived in my [pre-storm] house.” Another resident said, “I didn’t know what to expect. I didn’t expect it to be so quiet.”

Reactions Concerning Communications and the Application Process

While nearby neighbors and the broader community did not always feel that communications about Alabama AHPP were adequate, Alabama AHPP applicants and residents gave overwhelmingly positive reports about staff communication, support, and responsiveness.

- “The staff kept me informed... there were no surprises.”
- “[The staff] have been great. I can pick up the phone and call and they will take care of it.”
- “I don’t know how many times I went by there with a foolish question and they were always so nice and patient.”
- “Nothing was complicated about the application process. [The staff member] is wonderful... makes you feel like you can come in if you have any questions.”

This was no accident. The Alabama AHPP team reported that they worked hard to ensure that applicants were well-informed about the program, to help them if they encountered road blocks, and to offer informal assistance similar to case management. The Alabama AHPP team also made special efforts to ensure that translators were involved as necessary to ensure that Asian families with limited English

proficiency fully understood the application process and were able to navigate bureaucratic hurdles such as establishing utility connections.

The Alabama AHPP team's efforts helped families be ready to move in when the units were finished. These interactions also established rapport that will be useful as the PHA manages the units and looks toward maintaining the long-term stability of the development. The intensive communication also helped ensure that every resident knows the rules and regulations inside and out. The Alabama AHPP team considered this essential because of the City's intention to strictly enforce all of the development's covenants.

The information presented here provides an early snapshot of resident and community reactions to the Safe Harbor development. Follow-up work will focus in part on capturing the effects of the Alabama AHPP program on quality of life for residents, as well as investigating community reactions. This will be captured in part through resident surveys in October 2009 and summer 2010.

Chapter 6: Observations and Lessons Learned

This case study captures the Bayou La Batre Alternative Housing Pilot Program as the development phase winds to a close and Safe Harbor reaches full occupancy (see Exhibit 6-1). At this point, it is possible to make observations and articulate lessons learned during the design and implementation phases of the project. The specific characteristics of Bayou La Batre, in particular its small size and the close-knit community, may in some ways affect the generalizability of these observations and lessons. In most cases, however, the lessons learned could be applied to similar disaster housing recovery programs throughout the country.



Exhibit 6-1: AHPP homes in the Safe Harbor Development. (Courtesy of Amy Jones & Associates/Janet Pershing)

The AHPP team in Bayou La Batre was asked throughout the implementation process to reflect on how their approach served the project and what recommendations they would make to another community about to embark on a similar endeavor. The observations and lessons shared in this chapter are rooted in these first-hand insights, as well as the external, objective perspective of the quality of life evaluator. This chapter begins with several overarching observations about the Bayou La Batre approach to the Alabama AHPP project. These are followed by more specific observations organized around AHPP's key evaluation research questions:

- How viable and livable are the Alabama AHPP units and how have they affected quality of life for those who live in them?
- How has Bayou La Batre's approach to the project and organizational capacity affected implementation and participant outcomes?
- How have units been accepted by community stakeholders and to what extent did community response affect program implementation?

General Observations

The Alabama AHPP program was designed to experiment with a particular approach to providing post-disaster housing. Answers to the project's research questions must be considered in the context of the Bayou La Batre situation, including the following characteristics.

- **Permanent Housing.** The City of Bayou La Batre decided to transition residents directly from FEMA trailers to permanent housing. In the final evaluation analysis, it will be important to consider whether this focus on permanent housing is a desirable approach in some communities and to identify the factors that would distinguish those circumstances from a community in need of transitional disaster housing.
- **Subdivision.** Bayou La Batre chose to provide its Alabama AHPP units in a single subdivision, rather than providing in-fill housing within existing neighborhoods. Developing an entire subdivision poses numerous challenges, including obtaining site control, securing government approvals, and planning for neighborhood amenities as well as housing units. However, this approach also gave the Bayou La Batre team a great deal of freedom once those approvals were

obtained. This approach could be viable in other jurisdictions where land can be obtained for a subdivision and may be appropriate when removing families from hazardous areas subject to repeated flooding and other damage is a priority.

- **Small Community.** Bayou La Batre is a community of just over 2,000 people and produced only 100 AHPP units. This effort would be dwarfed in scope by the need for housing in larger communities affected by a disaster. Nonetheless, the Bayou La Batre AHPP team believed that its approach could be viable in larger settings. They indicated that a focus on quality units implemented through a hierarchical management team could be replicated in larger communities by adding additional managers coordinated by a strong team leader with excellent communication skills. This would be especially feasible if the management team selected for such an effort were intimately familiar with the locality, its needs, and its personalities.

Project development took about two years from grant award to full occupancy, despite efforts on the part of the implementation team to expedite the process. After accounting for both \$15.7 million in Alabama AHPP grant funds and approximately \$2.5 million in CDBG infrastructure funds, the per-unit cost to the Federal government was approximately \$180,000. In addition to the cost of land, infrastructure, and construction, the amount also includes additional lots for future in-fill development, a community center, and parks; furniture and living kits; project management until 2011; and non-project related costs such as attendance at grantee meetings and participation in the ongoing Alabama AHPP program evaluation. When these costs are accounted for, the per-unit cost will decline. In addition, the City envisions that the Safe Harbor development will generate some income. For example, if Alabama AHPP units or vacant lots in the development are sold, the proceeds of the sale will come back to the City and will be used to develop additional affordable housing. In this way, the per-unit cost may be further reduced over the long term.

Although the units were not developed as fast as the City originally hoped, the Alabama AHPP team has produced 100 units of high-quality permanent housing, fulfilling the City's main objective. In addition, the City's approach has offered a series of lessons that may help other communities as they recover from future disasters. Some of these lessons are discussed below, as answers to the three key research questions.

How viable and livable are the Alabama AHPP units and how did they affect quality of life for those who lived in them?

The Alabama AHPP quality of life evaluation is ongoing and the building sciences evaluation is still in progress. Additional insights on the effect units have on quality of life for residents will come from two participant surveys, one scheduled for October 2009, and a follow-up survey planned for the summer of 2010. In the interim, it is possible to identify preliminary lessons about the process of designing, manufacturing, and installing units, as well as to report on stakeholder perceptions of quality of life issues.

High-Quality Permanent Housing Gets High Marks

In the City's view, the priority for housing disaster survivors should be providing affordable, solid, and permanent housing that will allow the family to feel secure and stable. The strategy of quality over quantity has resulted in homes that residents and neighbors find attractive. The porches give the units a quaint, homey ambiance. The vaulted ceiling and open floor plan in the living area gives the unit a

spacious feel inside. Many residents were doing loads of laundry in their new washers within hours of moving in.

Choosing quality over quantity did require Bayou La Batre to make some tradeoffs. One tradeoff was that higher quality units resulted in higher costs and, therefore, fewer units produced and fewer households assisted. In addition, without clarity about long-term operations and maintenance, residents and neighbors had some trepidation about the long-term sustainability of the neighborhood. Residents had not lived in their units very long when information was gathered for this case study, and both the quality of life survey and interviews with residents should provide insights about how the units and their amenities “wear” over time.

Another tradeoff is that development of high-quality permanent housing takes time. The City believed that, even in the midst of an emergency situation, the certainty of knowing that a permanent solution would be available within a reasonable period of time would offset the inconvenience and discomfort of remaining in a FEMA trailer for a longer period. However, families living in overcrowded conditions in a FEMA trailer a year after a future disaster may not agree with that assessment. Advance planning and expedited government reviews could help speed the process of developing permanent housing in an attractive subdivision, but as the Bayou La Batre experience demonstrates, the process is not a quick one. Three years after the disaster, with most families living in some sort of temporary housing, the Alabama AHPP time line of 16 months to first occupancy and two years to full occupancy was acceptable. In the immediate aftermath of a major disaster, asking households to wait for the better part of two years for permanent housing might be untenable.

The City was able to locate appropriate land for the Alabama AHPP subdivision, but the process required time for locating the land, making the purchase, and annexing the land to the City. To speed such a process in the event of a future disaster, participants in the Bayou La Batre process suggested that other communities consider land banking. In the event of a disaster, such land might be divided in a way that uses part of the site for temporary FEMA-trailer-type homes while permanent homes are built on the rest of the site. Once families are moved into their permanent homes, the trailers could be removed, and that land could be used for additional housing or for other community needs.

Creativity and Leveraging Additional Resources Can Help Enhance Livability

Other ways to enhance the community can be coupled with effective unit design. For example, the City pursued plans to develop units for emergency responders within the development, add a community center and playground, plant landscape trees, provide public transportation, and provide community education such as credit counseling, general educational development (GED) certification, or courses in English as a second language. Some of these plans may not come to fruition, at least not in the short term. However, developing ambitious plans that address community needs broadly, rather than focusing on the narrow issue of unit design alone, can help enhance livability in the entire neighborhood.

Sensitivity to Diversity May Be Important

In the Bayou La Batre context, racial and ethnic diversity was a prominent issue. The Alabama AHPP team worked hard to bridge the gaps, for example by bringing in translators to help non-English speakers in the Asian community understand the program. Whether the Safe Harbor development will remain multi-racial and multi-ethnic over time in a town that has self-segregated neighborhoods remains to be seen. But attention to this issue from the outset has set the stage for a successful inter-cultural neighborhood.

Develop Solid Management Tools

Developing covenants, criminal background checks, and other management tools designed to help ensure community livability can go a long way to ensuring that the disaster recovery units will be a long-term asset to the community and a desirable place for disaster survivors to settle. A long-term management plan to maintain the appearance and integrity of the units over time can be equally valuable. Such management tools also can help a disaster recovery subdivision fit into the broader community.

How did the approach to the project and organizational capacity affect implementation and participant outcomes?

Establish a Vision and a Long-Term Plan

Shortly after a disaster, public servants are likely to find themselves stretched thin, without enough hours in the day to take care of their communities' immediate needs. In this context, taking time to step back and assess the broader, longer-term picture can be a challenge. Nonetheless, establishing a vision for the community's recovery can have a significant effect on program implementation and participant outcomes.

In the case of Bayou La Batre, Alabama AHPP team members returned regularly to the vision articulated by the Mayor. He sought to provide an attractive development, out of the flood zone and safe from harm's way, that would provide high-quality housing over the long term and would be an asset to the City. This vision served as a touchstone for all of the decision-makers involved in the process.

A housing development such as the one constructed in Bayou La Batre requires long-term planning for neighborhood details and for community amenities. The Alabama AHPP program illustrates one approach to ensuring that community quality is considered. In some cases funding was available for immediate construction of the amenities (e.g., the playground). Other funding is not yet available (e.g., the community center) but careful planning has ensured that space is available to construct a community center down the road when funding becomes available. This kind of advance planning can help ensure the success of a development over the long-term.

Assemble a Competent Team with Diverse Skills, Strong Motivation, and a Clear Chain of Command with Decision Authority

A competent team and a clear chain of command helped ensure successful implementation of the Alabama AHPP project in Bayou La Batre. Because the City lacked the internal capacity to organize and manage this type of development project, it was essential to hire a skilled project manager. According to the City and the Alabama AHPP team, finding a project manager with both the ability to organize the project and familiarity with the City was extremely valuable. While an outsider could have acclimated to and worked within the Bayou La Batre context, familiarity with the community and established relationships were helpful. Finding people to fill the team's technical roles involved identifying people with the necessary skills, as well as an attitude that supported problem-solving and collaboration.

Any project development team will require involvement and coordination of a variety of competent individuals. The Bayou La Batre AHPP team ensured coordination by establishing a clear chain of command with well-articulated areas of decision authority. At the same time, the group established a norm of frequent and detailed communication. For example, project principals held weekly meetings to

ensure that everyone was fully informed and to resolve any areas of conflict, disagreement, or problems. In addition, up and down the chain of command, people were careful to keep each other informed and to be responsive to one another. On a few occasions, the system broke down. For example, construction personnel altered an access ramp without consultation, resulting in unacceptable changes to the grade of a ramp. However, careful oversight and rapid intervention were able to correct these errors without significant costs or delays for the project. Alabama AHPP team members consistently cited clear and frequent communication as a key to success.

Collaboration between for-profit and nonprofit partners was not viewed favorably by the Alabama AHPP team. The original AHPP application envisioned making use of skills offered by nonprofit partners in the areas of working with residents (e.g., credit counseling, homeownership counseling) and managing the units. However, differing organizational perspectives and personalities combined to make effective partnering difficult. Bayou La Batre solved this problem by leaving the nonprofits out of the ongoing activities, and bringing in the PHA, with a City-appointed board, as the nonprofit that will manage the properties. The AHPP team was satisfied with its approach of accomplishing the required work without the help of local nonprofits and suggests that this paradigm be considered for disaster recovery efforts in other communities.

Make the System Straightforward and Flexible

No disaster recovery effort is likely to be simple. Nonetheless, the systems established to deal with such a recovery effort can be straightforward. The Bayou La Batre team streamlined the development process and removed layers of complexity when possible. For example, the team chose not to offer residents a choice of color scheme for their units and instead offered a single basic housing model in several bedroom sizes (with accessibility features in a subset of units). The team noted that any kind of tailoring slows things down – for example, the need for separate approval processes for each UFAS design resulted in delays in constructing these units. While some types of tailoring are essential, avoiding a “boutique” approach helped simplify the process and move things along more quickly.

One of the key lessons learned in Alabama was that for effective implementation, an emergency program such as the Alabama AHPP will need to be open to changes and be flexible enough to accommodate ongoing adjustments. In Bayou La Batre, flexibility was required on issues such as what features would be included in the units after the original design came in over budget, how to proceed with move-ins after experiencing a fatality on the construction site, and how to help residents establish utilities in the new units when difficulties with the utility companies arose. An iterative approach to decision-making, in which decisions were revisited and revised based on the situation, served the Alabama AHPP team well.

Another important aspect of Alabama’s program involved allowing various activities to evolve concurrently. The Alabama AHPP team did not postpone construction until all the details were worked out for issues such as managing the units after occupancy, setting rents, leases and covenants, and homeownership. Instead, they went ahead with construction on the assumption that they could dovetail all of the pieces of the puzzle as they developed over time. While this approach carries some risks and is not conventional for affordable housing development, the AHPP team viewed it as essential for completing the project in a reasonable time frame.

Transitioning from the Alabama AHPP program to housing operated by the PHA is another area that may require flexibility and adjustments. In future efforts, communities following Bayou La Batre’s model might benefit from aligning their occupancy policies with HUD requirements from the outset to simplify a transition to subsidized housing. An important feature of the Bayou La Batre AHPP program is that the

grant will cover two years of operations and maintenance. This gives the City time in which to work out issues concerning the long-term operation and maintenance of the units, as well as details about the anticipated homeownership program. In an ideal world a long-term plan for occupancy and maintenance would have been in place from the very beginning of the Alabama AHPP grant. Given that this was not possible, the Alabama AHPP grant structure gave the City a good deal of flexibility. That flexibility allowed the City to focus first on constructing and occupying units, leaving ongoing management and ownership details to be resolved after housing the families.

Pay Attention to Applicant Needs for Support

Many of the Alabama AHPP applicants needed support to understand the options open to them, to get the needed paperwork submitted, to get questions answered, and to prepare for moving in. Although Bayou La Batre did not set up a formal case management arrangement, meeting the needs of individual households was a significant part of the staff's workload. Taking care of these needs helped the team occupy the development and set the stage for positive future interactions with these families. The Bayou La Batre experience suggests that future disaster recovery efforts should plan for applicant support and case management.

Obtain Clear Guidance and Plan in Advance

The Bayou La Batre program was hindered in a number of situations by a lack of solid information or advance planning. These experiences suggest several types of advance planning that could be taken at a national level in order to streamline the implementation process in future disaster situations.

- **Clarify UFAS Requirements.** Future disaster housing efforts would go more smoothly if UFAS requirements were made more clear from the outset, and if trained staff were readily available to help developers adjust their base designs to accommodate the UFAS requirements.
- **Determine in Advance Which State and Federal Laws Apply During an Emergency.** The speed of the Bayou La Batre project was affected by a number of outside government entities. The Alabama Department of Transportation (ALDOT) required modifications to the roads around the development; the State imposed requirements concerning competitive bidding; and the environmental review process was lengthy. Communities' disaster preparation and planning should include negotiating which requirements will be waived or modified in a disaster recovery situation. This would allow communities to expedite their housing recovery activities.
- **Develop a Permanent Housing Component of the Emergency Response Plan.** Community emergency response plans could be expanded to include planning for the type of permanent housing the community would choose for recovery if needed. This might include selecting potential designs, assembling information about possible suppliers, or identifying locations for units.
- **Identify Legal Limitations.** As illustrated by confusion concerning Bayou La Batre's ability to own and rent housing units, legal issues can add a layer of confusion to an already-challenging process. Clearly understanding a jurisdiction's limitations in advance can help expedite decision making processes immediately after a disaster.

Seek Multiple Sources of Assistance

The Bayou La Batre project came together in part because the City was able to combine funding from multiple sources. Some \$2.5 million in CDBG funds was used to supplement the Alabama AHPP funds

by acquiring the site and providing infrastructure for Safe Harbor Estates. Grant funds for other purposes also were sought (e.g., community center, transportation). Multiple sources of funding can complicate administration of a recovery effort. However, familiarity with multiple funding streams and good management of multiple resources can help ensure that the recovery effort is adequately funded. After a disaster, actively seeking complementary funds was viewed by the Alabama AHPP team as a key ingredient for success.

How were units accepted by community stakeholders and to what extent did community response affect program implementation?

The community was slow to warm to the Safe Harbor development. Skepticism about the City's ability to deliver on its promises ran high. Fears about crime, drugs, and poorly-maintained units emerged after negative experiences with the temporary FEMA trailer park. Now that the Alabama AHPP units are in place, the Alabama AHPP team has an opportunity to ensure that the neighborhood remains a safe, attractive community, and to win over skeptical community residents.

Helping Local People

As the City planned the Alabama AHPP project, an important consideration was ensuring that local residents would benefit from the project first. While the City was open to housing families in need from other parts of the county, or even other parts of the state, the first priority for local elected officials was to provide for displaced residents of Bayou La Batre. Keeping this local focus helped earn community acceptance. Knowing that the units were going to house 'locals' made them more attractive to the broader community.

Focus on Quality

The City's vision of high-quality permanent units was developed in part based on the understanding that the community would likely not tolerate flimsy, unattractive units. While the community had reservations about how the units will be maintained over time and fears about safety issues, neighbors were generally in agreement that the units are attractive. Designing units in ways that will harmonize with the community's aesthetics and that are considered satisfactory was important in gaining community acceptance.

Clearly articulate steps being taken to address community concerns and make communication with the community an explicit part of the implementation process

The perspectives of neighbors and other community members suggest that those involved in similar projects in the future might benefit from being especially sensitive to public perception. It may be helpful to actively seek input and clarification from community members in order to address public perceptions on an ongoing basis. A special focus on communication with nearby residents and a proactive good neighbor policy could further enhance public opinion.

Offering evidence of the performance of the proposed units in other conditions might help convince skeptics of the appropriateness of the units for the local community. Providing a model home is another viable strategy, giving community members a chance to see and touch the units will help instill confidence.

In the end, it seems that clear that regular outreach to neighboring residents could help allay some of their concerns. However, keeping those lines of communication open runs the risk of distracting team members from the more immediate issues of constructing and occupying new housing units. The goal of communicating clearly with the broader community must be balanced with the need to stay focused on developing the housing units that are required for the community.

Appendix 1: Prohibited Criminal Activity Policy

City of Bayou La Batre Prohibited Criminal Activity Policy for Rejection of Applicant for Housing Within Safe Harbor Estates and Safe Harbor Landing

DRAFT POLICY 11-27-07

A. Screening For Drug Abuse And Other Criminal Activity

1. Tenant selection contain screening criteria that include standards ****for**** prohibiting admission of those who have engaged in drug-related or criminal activity. The plan includes additional provisions that deny admission to applicants for other drug and criminal activity.
2. The City will prohibit admission of the following:
 - a. Any household containing a member(s) who was evicted in the last three years from federally assisted housing for drug-related criminal activity. The owner may, but is not required to, consider two exceptions to this provision:
 - i. The evicted household member has successfully completed an approved, supervised drug rehabilitation program; or
 - ii. The circumstances leading to the eviction no longer exist (e.g., the household member no longer resides with the applicant household).
 - b. A household in which any member is currently engaged in illegal use of drugs or for which the owner has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents;
 - c. Any household member who is subject to a state sex offender lifetime registration requirement; and
 - d. Any household member if there is reasonable cause to believe that member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse.
3. The city will prohibit admission if it determines that any household member is currently engaging in, or has engaged in, the following activities during a reasonable time (five (5) years) before the admission decision:

- a. Drug-related criminal activity. The city may include additional standards beyond the required standards that prohibit admission in the case of eviction from federally assisted housing for drug-related criminal activity and current drug use.
- b. Violent criminal activity.
- c. Other criminal activity that threatens the health, safety, and right to peaceful enjoyment of the property by other residents or the health and safety of the owner, employees, contractors, subcontractors, or agents of the city.

NOTE:* The city's admission policy includes the activities above or similar restrictions that uses a standard regarding a household member's current or recent actions. The city y defines the length of time prior to the admission decision during which the applicant must not have engaged in the criminal activity as a five (5) year period. The city shall ensure that the relevant "reasonable" time period is uniformly applied to all applicants in a non-discriminatory manner and in accordance with applicable fair housing and civil rights laws.*

- 4. The city's screening criteria also includes the following provisions:
 - a. Exclusion of culpable household members. The city may require an applicant to exclude a household member when that member's past or current actions would prevent the household from being eligible.
 - b. Drug or alcohol rehabilitation. When screening applications, the city may consider whether the appropriate household member has completed a supervised drug or alcohol rehabilitation program. The owner may require appropriate documentation of the successful completion of a rehabilitation program.
 - c. Length of mandatory prohibition. The city may set a period longer than required by the regulation (as described in subparagraph C.2 above) that prohibits admission to a property for disqualifying behavior.
 - d. Reconsideration of previously denied applicants. The city may reconsider the application of a previously denied applicant if the city has sufficient evidence that the members of the household are not and have not engaged in criminal activity for a reasonable period of time. The city has defined a reasonable period of time as two (2) years. The city shall require the household member to submit documentation to support the reconsideration of the decision which includes:
 - i. A certification that states that she or he is not currently engaged in such criminal activity and has not engaged in such criminal activity during the specified period.
 - ii. Supporting information from such sources as a probation officer, a landlord, neighbors, social service agency worker or criminal record(s) that were verified by the city.
 - e. Consideration of the circumstances relevant to a particular case. In developing optional screening criteria for the property, and applying the criteria to specific

cases, the city may consider all the circumstances relevant to a particular household's case. These types of circumstances include:

- i. The seriousness of the offense;
- ii. The effect denying tenancy would have on the community or on the failure of the responsible entity to take action;
- iii. The degree of participation in the offending activity by the household member;
- iv. The effect denying tenancy would have on nonoffending household members;
- v. The demand for assisted housing by persons who will adhere to lease responsibilities;
- vi. The extent to which the applicant household has taken responsibility and takes all reasonable steps to prevent or mitigate the offending action; and
- vii. The effect of the offending action on the program's integrity.

Appendix 2: Copy of Lease and Six Addendums

HOUSING AUTHORITY OF THE CITY OF BAYOU LA BATRE, ALABAMA 36509

RESIDENTIAL RENTAL AGREEMENT

STATE OF ALABAMA
COUNTY OF MOBILE

This rental agreement made and entered on this the 17th day of December, 2008, by and between _____ (hereinafter called "TENANT"), and City of Bayou La Batre Housing Authority, Owner (hereinafter called "LANDLORD"), shall provide as follows:

1. This Rental Agreement is governed by the provisions of the Alabama Uniform Residential Landlord and Tenant Act of 2006.

2. **LOCATION:** The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of real property located in the County of Mobile, City of Bayou La Batre, State of Alabama, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows: (address of property)

3. **TERMS:** This Rental Agreement shall commence on the 17th day of December, 2008 and ends on the 16th day of December, 2009. Tenant covenants that upon the termination of this Rental Agreement that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear excepted, free of Tenant's personal property, garbage, other waste, and return all keys to the Landlord.

4. **LEAD BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant woman. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling and must also receive a Federally approved pamphlet on lead poisoning prevention. All houses in Safe harbor Estates and Safe Harbor Landing were constructed in 2008 and 2009. The Lessor is not aware of any lead-based paint or paint products being present in this Leased Premise.

5. **RENTAL APPLICATION:** The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenants knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages resulting therefrom.

6. Tenant agrees to pay Landlord rent in the amount of \$_____ per month, payable in advance, by check or money order (no cash payments accepted) on or before the fifth day of every month. The rent is payable to the following:

Base Rent	
Yard Maintenance	
Pert/Smoking Charge	
Total Rent due each month	

Housing Authority of the City of Bayou La Batre,
13785 South Wintzell Avenue, Bayou La Batre, Alabama 36509,

or as Tenant may be advised from time to time in writing. Tenant agrees that failure to pay rent pursuant to the terms hereof is a willful violation of this Rental Agreement.

Tenant further agrees to pay a late fee of \$25.00 after the 10th day of each month, and an additional late fee of \$5.00 per day if rent is paid after the 15th day of the month.

7. **OCCUPANTS:** Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this rental agreement the designated occupants are:

8. **RETURNED CHECKS:** Tenant agrees to pay \$25.00 for each dishonored check for bookkeeping costs and handling charges, plus late charges if the check is not made good before the 6th day after the due date. All future rent and charges, if more than one (1) check is returned shall be paid in the form of cash, cashier's checks, certified check or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.

9. **RENEWAL TERMS:** Within thirty (30) days of written notice, either party may terminate this agreement at the end of the initial term, but if no notice is given, then the agreement will be extended on a month-to-month basis on the same terms and conditions contained in this agreement. Thirty (30) days written notice by either party is required prior to termination during such month-to-month term.

10. **SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof.

11. **UTILITIES AND SERVICES:** Tenant agrees to pay for all utilities and services to include power, water and cable (optional).

12. **TENANT OBLIGATIONS:** Tenant agrees to comply with the provisions of §35-9A-301, *Code of Alabama 1975*, and to keep the dwelling unit and all parts of the premises that he/she leases safe and clean. Tenant shall keep the yard mowed, watered and free of fire ants, keep the roof and gutters free of debris, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for removal of Tenants contagious and other hazardous materials. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises;

Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, substantial violation of the Lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from the premises.

It is specifically understood that Tenant will, at Tenant's expense keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to report to landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs and loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations, or changes in or to said premises or the fixtures of appliances contained therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such unauthorized modifications. NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT. All improvements made by Tenant to the said premises shall become the property of the Landlord. Locks/deadbolts shall not be changed without the expressed permission of the Landlord.

Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, change smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition. Tenant acknowledges receipt of instructions of smoke detector operations.

The Tenant understands and agrees that they shall obtain written permission from the Landlord before doing any of the following:

- a. Applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two (2) small picture hooks per wall;
- b. Painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
- c. Removing or adding walls, or performing any structural alterations;
- d. Installing waterbeds;
- e. Changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- f. Placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
- g. Affixing to or erecting upon or near the Premises any radio or TV antenna or tower and/or any external storage buildings.

The Tenant shall keep the Premises reasonably clean.

The Tenant shall dispose of its trash in a timely, tidy, proper and sanitary manner and shall use the trash cans as provided by the City of Bayou La Batre, Alabama.

The Tenant shall not engage in any illegal trade or activity on or about the Premises.

The Tenant shall not operate auxiliary space heaters of any type on the Premises.

By execution of the addendum to this Agreement listed below, the Tenant agrees to comply with specific requirements as defined for:

- Use of Barbeque Grills - Addendum One
- Smoke Alarm Maintenance - Addendum Two
- Pest Control - Addendum Three
- Prevention of Mold and Lease - Addendum Four
- Renter's Insurance Notification – Addendum Five
- Furniture & Appliance Inventory - Addendum Six
- Neighborhood Covenants

13. MAINTENANCE OF PREMISES: Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in the Alabama Uniform Residential Landlord and Tenant Act. The Landlord further agrees to maintain in reasonable good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. Landlord is not responsible for changing batteries in smoke detectors.

14. ESSENTIAL SERVICES AND APPLIANCES: The Landlord is required to provide essential services meaning sanitary plumbing or sewer services, electricity, running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The following appliances present in the dwelling unit are specifically included by this rental agreement as being deemed to be supplied by the Landlord: stove - refrigerator –washer and dryer..

15. INSURANCE: Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. The Tenant understands and is hereby advised that their personal property is

not insured by any policy of the Landlord and the Landlord assumes no liability for any loss to the Tenant's personal property.

16. RIGHT TO ACCESS: The Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant in case of an emergency.

The Landlord shall not abuse the right of access or use it to harass the Tenant, except in cases of emergency or unless it is impracticable to do so, Landlord shall give Tenant at least two (2) days notice of the Landlord's intent to enter and may enter only a reasonable times. Posting on the primary door of entry to the resident of the tenant stating the intended time and purpose of the entry shall be a permitted method of notice for the purpose of the Landlord's right of access to the premises.

The Landlord has no other right of access except pursuant to court order, as permitted by the Alabama Uniform Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises, or as otherwise allowed by law.

17. MILITARY CLAUSE: If the Tenant is a member of the Armed Forces of the United States, stationed in the area, and shall receive permanent change of station orders of the immediate area, the Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from the Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.

18. DESTRUCTION OR DAMAGE TO PREMISES: If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:

(a) immediately vacate the premises and notify the Landlord in writing within fourteen (14) days thereafter of Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(b) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.

Unless the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, if the rental, if the rental agreement is terminated, the Landlord shall return the security deposit to the Tenant with proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold the Tenant's security deposit if the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, with proper accounting as required by law.

19. **CONDEMNATION:** Tenant hereby waives any injury, loss or damage, or claim therefore against landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given with sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

20. **ABSENCE, NON-USE AND ABANDONMENT:** The unexplained absence of a Tenant from a dwelling unit for a period of fifteen (15) days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the rental agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the rental agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises, the Landlord may enter the dwelling unit, using forcible entry if required and dispose of the property.

21. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord a security deposit of \$___-0-___ to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this rental agreement. Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's non-compliance with this lease and the Alabama Uniform Residential landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice of the Tenant together with the amount due, if any, within 35 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. This obligation is met when the Landlord mails the portion of the deposit owed and/or the written notice within 35 days by first class mail or better. The Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent.

22. **NON-COMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT:** If there is a non-compliance by the Tenant with the rental agreement other than non-payment of rent or a non-compliance with Paragraph 12 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice, if the breach is not remedied in fourteen (14) days.

The rental agreement shall terminate as provided in the notice except that: if the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date

specified in the notice, or if such remedy cannot be completed within fourteen (14) days, but is commenced within the fourteen (14) day period and is pursued in good faith to completion within a reasonable time, the rental agreement shall not terminate by reason of the breach.

If rent is unpaid when due and the Tenant fails to pay rent within five (5) days from the date due, the Landlord may terminate the rental agreement provided the Landlord has given the Tenant written notice of non-payment and the Landlord's intention to terminate the rental agreement. If the rent is not paid within that period, said notice is contained in Paragraph 6.

The Landlord may recover actual damages and obtain injunctive relief in district or circuit court without posting bond for any non-compliance by the Tenant with the rental agreement or Paragraph 12 herein.

If there is non-compliance by the Tenant with Paragraph 12 herein, materially affecting health and safety and that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord specifying the breach and requested that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the Alabama Uniform Residential Landlord Tenant Act.

If there is non-compliance by the Tenant with Paragraph 12 herein materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of an emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the rental agreement. If the rental agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement. Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.

Except as prohibited by applicable law, a Landlord may recover actual damages and obtain injunctive relief for non-compliance by the Tenant with rental agreement or the obligations of the Tenant under §35-9A-301, *Code of Alabama, 1975*.

23. REMEDY AFTER TERMINATION: If the rental agreement is terminated, the Landlord has a right to possession, rent and a separate claim for actual damages for breach of the rental agreement and court costs.

24. NOTICE: A Landlord receives notice when it is delivered at the place of business of the Landlord through which the rental agreement was made or at any place held out by the Landlord as the place of receipt of the communication.

25. PROHIBITIVE EQUIPMENT/FURNITURE: Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord.

26. INVENTORY: Any furnishing and equipment to be furnished by Landlord shall be set out in a special inventory shown in Addendum Six. The inventory shall be signed by both Tenant and Landlord concurrently with this Rental Agreement and shall be a part of this Agreement. The Tenant

further agrees to use and maintain any such furnishings listed in such inventory in a reasonable condition, normal wear and tear accepted.

27. **PETS and SMOKING:** Tenant shall not keep domestic or other animals on or about the premises without the prior written consent of the Landlord. Smoking is allowed within the dwelling using reasonable care to not start a fire. In lieu of a security deposit to cover any damage caused by pets or smoking, a non-refundable additional fee of \$15.00 per month will be collected from the tenant in addition to the prescribed monthly rent. Upon thirty (30) days notice, the Landlord may revoke any consent previously given pursuant to this clause, with or without cause.

28. **WAIVER:** A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord's duties under the Alabama Residential Landlord and Tenant Act, as defense in an action for possession based upon non-payment of rent, or in an action for rent concerning a period where Landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.

29. **PEACEFUL ENJOYMENT:** The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.

30. **PROVISIONS:** The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant and their respective successors, legal representatives and assigns.

31. **SUBORDINATION:** Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.

32. **RENTAL RATE ADJUSTMENT:** On and after the expiration of the initial term of this lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered as first class mail to the United States Postal Service, postage prepaid at least fifteen (15) days prior to the effective date of alteration.

33. **RULES AND REGULATIONS:** The common area facilities, if any such as recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises. Furthermore, the Tenant hereby agrees to be bound by and abide by the rules and regulations as contained in the "Safe Harbor Estates and Safe Harbor Covenants", and any amendments thereto.

34. **JOINT RESPONSIBILITY:** If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

35. **LANDLORD'S ADDRESS FOR COMMUNICATIONS:** All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Housing Authority of the City of Bayou La Batre, Alabama, 13785 South Wintzell Avenue, Bayou La Batre, Alabama 36509.

36. **CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or effect.

37. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to, electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party. This Lease Agreement may be executed in counterparts.

38. **MEGAN'S LAW:** The Tenant and Landlord agree that the Property manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the Alabama Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the Alabama Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

39. **ENTIRE AGREEMENT:** This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing. "TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT".

40. **NON-RELIANCE CLAUSE:** Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

DATED THIS THE _____ DAY OF _____, 2008.

TENANT

TENANT

LANDLORD

Marcia R. Stork, Chairman of the Board
Bayou La Batre Housing Authority

Notary:

My commission expires: _____

-END-

Addendum One

HOUSING AUTHORITY OF THE CITY OF BAYOU LA BATRE, ALABAMA 36509

BARBEQUE GRILLS

All Residents and their guests or family members must comply with applicable local laws, ordinance and regulations on outdoor cooking.

- NO GRILLS ON FRONT PORCH OR SIDE LANDING

Charcoal and Gas grilling only will be allowed. The grill must be ten (10) feet from the wall of the building and ten (10) feet from the floor. In the event Resident(s) stores materials or items on the porch or landing deemed hazardous by the Lessor to the safety of the apartment community or other Resident(s), the Lessor reserves the right to remove such items at the expense of the Resident.

Failure to comply with this regulation could result in lease termination.

Resident Signature

Date

Resident Signature

Date

Addendum Two

HOUSING AUTHORITY OF THE CITY OF BAYOU LA BATRE, ALABAMA 36509

SMOKE ALARM

I understand that I am responsible for testing the smoke alarms on a weekly basis. I/we agree I/we are responsible for reporting to the office immediately any malfunctions of the smoke alarms. I/we also understand that I/we cannot disconnect or in any way prohibit the smoke alarms functions. The smoke alarms must be operable at all times and failure to insure this could result in my/our personal liability.

I/we understand and agree to hold harmless the Housing Authority of the City of Bayou La Batre free from any liability for damages or personal injuries should the smoke alarms fall to operate.

THE UNDERSIGNED RESIDENT(S) HAS READ THE FORGOING RELEASE AND FULLY UNDERSTANDS IT AND WAS GIVEN THE OPPORTUNITY TO ASK QUESTIONS PRIOR TO SIGNING.

Resident Signature

Resident Signature

Agent for Lessor

Date

Addendum Three

HOUSING AUTHORITY OF THE CITY OF BAYOU LA BATRE, ALABAMA 36509

PEST CONTROL ADDENDUM

I/we in the House located at _____, hereby acknowledge that pest control procedures are mandatory. Pest control is provided on a quarterly basis (every third month) or weekly on an as needed basis for resident call ins. A uniformed service technician will be on site as needed to spray each house.

I/we understand that failure to comply with this policy may result in termination of my/our lease agreement.

THE UNDERSIGNED RESIDENT(S) HAS READ THE FORGOING RELEASE AND FULLY UNDERSTANDS IT AND WAS GIVEN THE OPPORTUNITY TO ASK QUESTIONS PRIOR TO SIGNING.

Resident Signature

Resident Signature

Date

Addendum Four

HOUSING AUTHORITY OF THE CITY OF BAYOU LA BATRE, ALABAMA 36509

INFORMATION ON THE PREVENTION OF MOLD AND LEASE ADDENDUM

Important Notice: Mold exists everywhere in our environment. Certain types may be harmful to your health. Please read the information below carefully.

Information used in the addendum was obtained from the NAA, NMHC and TAA. Additional information is available from the United States EPA.

ADDENDUM: This is an addendum to the Lease Contract executed by you , the Resident(s), on the dwelling you have agreed to rent; That dwelling is:

Name(s): _____

Address: _____

City, State, Zip _____ Irvington, Alabama 36544 _____

ABOUT MOLD: Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and bold structures. Molds are naturally occurring microscopic organisms , which reproduce by spores and have existed, practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

1. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

KEEP YOUR DWELLING CLEAN- Particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.

Remove visible moisture accumulation on windows, walls ceilings, floors and other surfaces as soon as reasonable possible. Look for leaks in washing machine hoses and discharge lines especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots.

Addendum Four

When showering, be sure to keep the shower curtain inside the tub or fully close the shower door. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off the shower walls, shower doors, the bathtub and the bathroom floor; (2) leave door open until all moisture on the mirrors and bathroom walls and tile surface has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

PROMPTLY NOTIFY US IN WRITING ABOUT ANY AIR CONDITIONING OR HEATING SYSTEM PROBLEMS YOU DISCOVER. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e. humidity is below 50 percent) to help humid areas of your dwelling dry out. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.

2. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as floodwaters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A.C condensations lines;
- Leaks from plumbing lines or fixtures, and leaks into-walls from bad or missing grouting/caulking around showers, tubs and sinks;
- Washing machine hose leaks, plants watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open pot cooking;
- Leaks from clothes dryer discharge vents (which can put lost of moisture into the air); and
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

3. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES

(such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic) the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soapy (or detergent) and water, let the surface dry and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant, Pine-sol Disinfectant (original pine-scented), Tilex Mildew Remover or Clorox Cleanup.

(NOTE: Only a few of the common household cleaners will actually kill mold). Tilex and Clorox contain bleach that can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Addendum Four

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent to quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes, and carpets provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

4. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as Sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. **Instead, notify us in writing, and we will take appropriate action.**
5. **COMPLIANCE:** Complying with the addendum will help prevent mold growth in your dwelling and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us the management office.

IF YOU FAIL TO COMPLY WITH THIS ADDENDUM, YOU CAN BE HELD RESPONSIBEL FOR PROPERTY DAMAGES TO THE DWELLING AND ANY HEALTH PROBLEMS THAT MAY RESULT. WE CAN'T FIX PROBLEMS IN YOUR DWELLING UNLESS WE KNOW ABOUT THEM.

THE UNDERSIGNED RESIDENT(S) HAS READ THE FORGOING RELEASE AND FULLY UNDERSTANDS IT AND WAS GIVEN THE OPPORTUNITY TO ASK QUESTIONS PRIOR TO SIGNING.

Resident Signature Date

Resident Signature Date

Agent for Lessor

Date

Addendum Five

HOUSING AUTHORITY OF THE CITY OF BAYOU LA BATRE, ALABAMA 36509

RENTER'S INSURANCE NOTIFICATION FORM

I, _____, resident of the House located at _____, do hereby acknowledge having been advised by The Housing Authority of the City of Bayou La Batre for the Safe Harbor Landing and Safe Harbor Estates that neither The Housing Authority of the City of Bayou La Batre nor Safe Harbor Landing and Safe Harbor Estates are providing general liability and property insurance coverage for any of the resident's personal property or liability issues that may arise. The Housing Authority of the City of Bayou La Batre advises all residents to procure liability insurance for the duration of your lease term and advises that you obtain personal property insurance policies from your Insurance provider to cover any possible property damage issues or liability issues that may occur. These issues would include any liabilities that may arise from acts committed by the resident or inhabitants of the residents unit, as well as any property damage that occurs to the resident's property or other property of other individuals for which the resident may be responsible. In addition, insurance coverage is NOT provided for your personal property for damage due to storms, lightening, wind, water, fire sprinkler leakage, vandalism or damage caused by vehicles or aircraft. Nor is insurance coverage provided for any medical expenses for you or anyone injured that you may be liable for. According to the terms of the resident's rental agreement, the Management Agent, the property or the Owner of the property is no way responsible and can t be held liable for damages done to any of the resident's personal property.

Further, resident will be held responsible for any damages one to the housing community that has been caused by the resident's or their guest's actions. We advise you to consult with an insurance agent to review your own personal needs.

THE UNDERSIGNED RESIDENT(S) HAS READ THE FORGOING RELEASE AND FULLY UNDERSTANDS IT AND WAS GIVEN THE OPPORTUNITY TO ASK QUESTIONS PRIOR TO SIGNING.

Resident Signature Date

Resident Signature Date

Agent for Lessor

Date

Addendum Six

HOUSING AUTHORITY OF THE CITY OF BAYOU LA BATRE, ALABAMA 36509

INVENTORY OF FURNITURE AND APPLIANCES FOR HOUSE LOCATED AT:

Address of House: _____

1.	_____	Serial #	_____
2.	_____	Serial #	_____
3.	_____	Serial #	_____
4.	_____	Serial #	_____
5.	_____	Serial #	_____
6.	_____	Serial #	_____
7.	_____	Serial #	_____
8.	_____	Serial #	_____
9.	_____	Serial #	_____
10.	_____	Serial #	_____
11.	_____	Serial #	_____
12.	_____	Serial #	_____

Tenant

Housing Authority Representative

Date

Date

Appendix 3: Declaration of Covenants Conditions and Restrictions for Safe Harbor Estates & Safe Harbor Landing Subdivisions

1. The tenant shall not violate any federal, state or local law or ordinance, resulting in a situation detrimental to the safety and welfare of the other tenants.
2. Please be considerate of your neighbors, and be a good neighbor. Don't play loud music, machinery or have loud parties. Quiet hours are between 10 pm and 6 am.
3. Each lot must be kept neat, clean and free of trash, debris and weeds. No storage under the housing unit is allowed.
4. Everyone should respect the yards and property of others. Please don't enter or allow children to or pets to enter the yard or personal property of others without their permission.
5. No one should be living in your unit unless they were part of your household when the disaster happened. Only those people listed on your application should be living in your unit. The housing unit must be used only as a private home to live in and for no other reason. Anyone over the age of 18 added to your household after you move in must pass a background check and be added to your application.
6. Discharge of firearms, air rifles, archery sets or weapons of any kind are prohibited in the neighborhood.
7. Illegal activities, and/or objectionable behavior will not be tolerated in the subdivision. Please contact your local police agency for any law enforcement services.
8. The speed limit in the subdivision is 5 miles per hour. Drive safely and watch out for the children.
9. Off street parking for vehicles is provided on each lot. No parking on grass or yard is allowed. Residents and property owners shall not be allowed to park vehicles on the road except in emergencies. Unless otherwise posted, guest and visitors of owners may park on the shoulder of the roads, while visiting property owners for a short duration, so long as the health, safety and convenience of other residents within the subdivision are not impaired. Personal travel trailers, motor homes, RVs, boats and unlicensed vehicles of any type are not permitted on the lot. Vehicles are to be parked according to accepted parking patterns. Acceptable parking will be made available.
10. Each lot owner shall not perform or allow any major repairs such as engine overhauls, transmission repairs, etc., nor allow or perform any oil changes or lubrication of any motor vehicle on the grounds of their residence or on the subdivision streets. No vehicles, which are not fully operational, licensed, insured, and registered, shall be visibly

parked on any tract. Any such vehicles, which do not comply, may be maintained only in a fully enclosed garage space.

11. Trash must be bagged and placed in the dumpsters located at various locations on site. Trash must be placed in, not around or outside of, the dumpsters. Trash cannot be stored on the exterior of your unit, i.e. doorway, steps, yard area.
12. Owners are responsible for their pets. Pets must be kept on a six-foot or shorter leash and be well-behaved at all times. Dangerous pets are not allowed. No pet kept, raised or bred on any lot to exceed a maximum of forty (40) pounds. Pet owners are required to pick up after their pets and properly dispose of their droppings.
13. No animals, livestock or poultry of any kind shall be kept, raised or bred on the property, except that dogs, cats or other common household pets may be kept so long as the owner of such animals do not keep, breed or maintain such animals for any commercial purposes. All such animals must be kept in fenced areas to the rear of the main residence and when out for exercise should be kept on a leash and not allowed to become a nuisance to other residents, property owners or other guests.
14. No mobile homes, house trailers, unapproved out-buildings or any temporary structures shall be placed on any tract, either temporarily or permanently. No building shall be erected on any tract, nor shall any substantial change or addition be made to any building erected on any tract without the approval of the City of Bayou La Batre Planning Board. The Board shall be charged with the responsibility of assuring that all such buildings are basically compatible with the designs of the surrounding areas with other buildings previously built. Such approval shall not be unreasonably withheld.
15. No fence or wall shall be erected on the street frontage of any lot. No fence or wall shall be erected in the area between the rear of the dwelling, on each side, and the front of the lot line unless an exception based on desirable architectural effect is obtained from the Bayou La Batre Planning Board. No fence may be constructed on any lot until the design, location, height, materials used for construction, and the color of the fence have been approved in writing by the Bayou La Batre Planning Board based on aesthetics, harmony with existing structures, topography, integrity of construction, requirements for interrupted storm water drainage, and access requirements for construction of dwelling on adjoining property and/or maintenance of existing dwellings on adjoining property. Based on the foregoing considerations, the Bayou La Batre Planning Board imposes certain requirements, as a condition of approving such fence, as the Bayou La Batre Planning Board deem appropriate.
16. No trail motorcycles, ATVs or other similar recreational vehicles, may be operated anywhere within the development.
17. No high visibility outdoor lighting may be used on any lot in Safe Harbor Estate & Safe Harbor Landing Subdivisions without the express permission of the City of Bayou La Batre Planning Board.

18. All residents of Safe Harbor Estates & Safe Harbor Landing Subdivisions shall have the right to use all common areas and easements and shall likewise share liability and responsibility for the maintenance, repair and replacement of all common areas and easements.
19. Single Family Residence Purposes. No lot in the Subdivision shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one, detached single family dwelling not to exceed two stories in height.
20. Minimum Square Footage. No one story dwelling shall be erected on any lot having a living area of less than 1,299 square feet, and no dwelling with more than one story of living area shall have a first floor living area of less than 600 square feet and a total living area of 1,400 square feet. All square footage shall be exclusive of open porches, carports or garages.
21. Setback Lines. No residential structure shall be erected on any Lot in the Subdivision which does not conform to the setback lines according to Subdivision Regulations for the City of Bayou La Batre.
22. No exploration or drilling for oil, gas or other minerals shall be permitted or allowed on any lot in said subdivision and no lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.
23. No noxious or offensive trade or activity shall be carried on or maintained on any lot in the subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
24. All structures, improvements, yards, driveways and landscaping must be diligently and properly maintained in a neat and sanitary condition so as to secure the aesthetics of the subdivision.
25. No outside clothes lines.
26. No satellite dishes or satellite reception equipment shall be permitted in the subdivision except in a back yard.
27. Each owner shall not allow upholstered furniture to be located on porches and no play ground equipment or toys shall be allowed in the front yards of any residence.
28. Black shingles required in subdivision. Any repairs, maintenance, or new construction, must comply with this requirement.
29. Occupants are responsible for timely payment of their utility bills. Disconnection of utilities due to non-payment of bills may lead to safety hazards for other neighborhood residents and will not be tolerated and is in violation of these covenants.

30. All future owners of any lot or lots subject to these covenants, shall be virtue of the acceptance of the conveyance or other transfer of any interest in or title to such lot or lots or the execution of a contract for the purchase thereof whether from owner of lot or lots, shall be deemed to have accepted such conveyance or transfer or other contract subject to each and all of these covenants and to have agreed to be bound by all of the terms and conditions thereof, whether or not such restrictions have been referenced in any written instrument.
31. These covenants may be enforced by proceedings at law or in equity against any person violating or attempting to violate any covenants either to restrain violation or to recover damages thereof and any enforcement proceeding may be brought by the owner or owners of any lot or group of lots.

END OF COVENANTS

ACCEPTED:

Applicants Name (Printed) _____

Applicants Signature _____

Date _____

Appendix 4: Guidelines for Determining Appropriate Household Size

Alabama “Right-Sizing” Criteria

Participants were assigned to the following unit sizes based on household composition.

One Bedroom

- A single person, a couple or a handicapped person with caregiver (sofa bed in living room)
- A single parent with one small child under the age of six

Two Bedrooms (deployable) 1 bathroom (twin bed only in second bedroom)

- A single parent or couple with one child regardless of age

Two Bedrooms 2 bathrooms

- A single parent or couple with two children of the same sex regardless of age
- A single parent or couple with three children regardless of sex under the age of six
- A single parent or couple with three children of the same sex regardless of age [second bedroom may contain one set of twin size bunk beds and one single twin]

Three Bedrooms

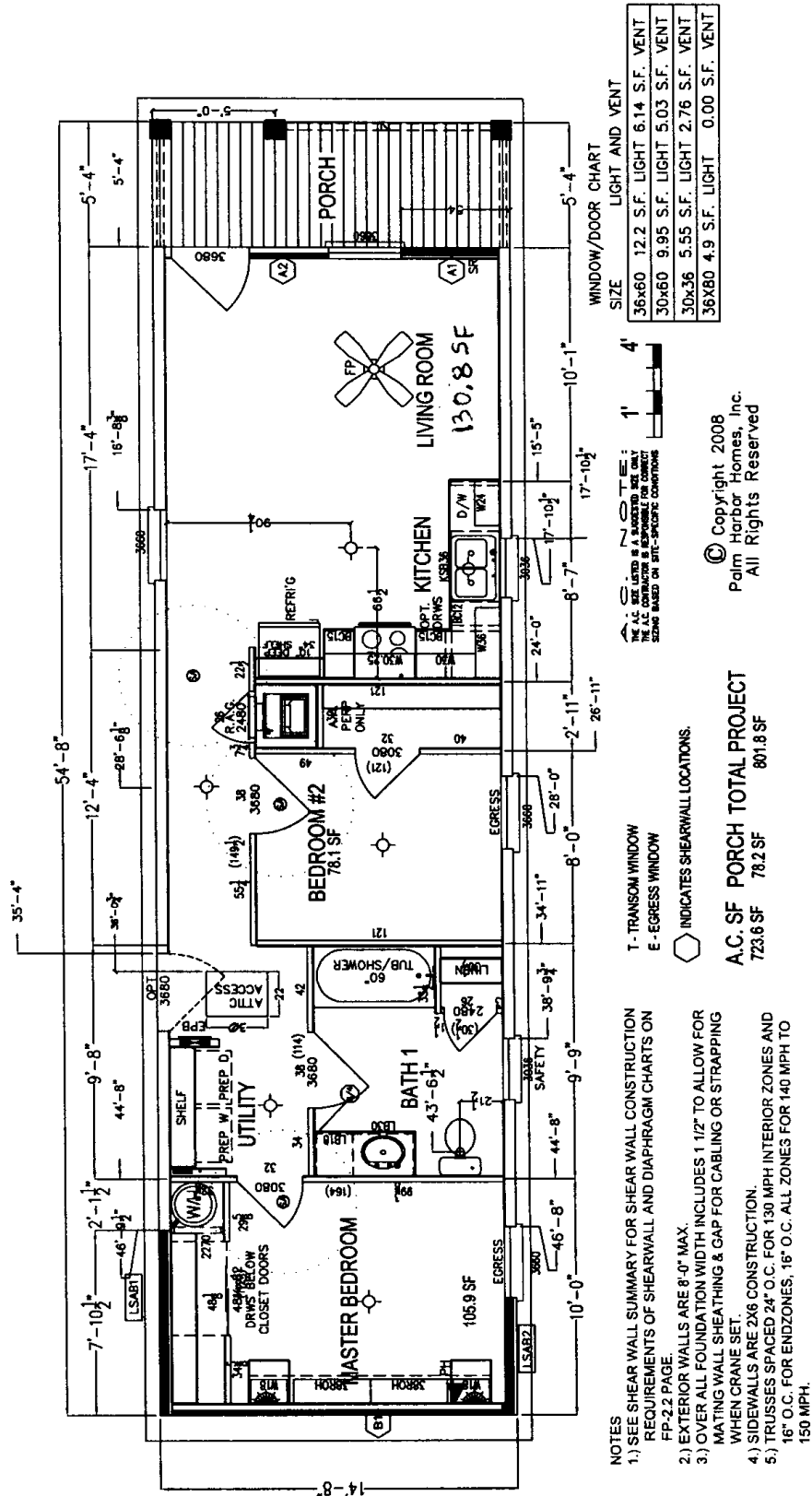
- A single parent or a couple with four or five children regardless of age [bunk beds in two bedrooms; children segregated by sex not age]

Four Bedrooms

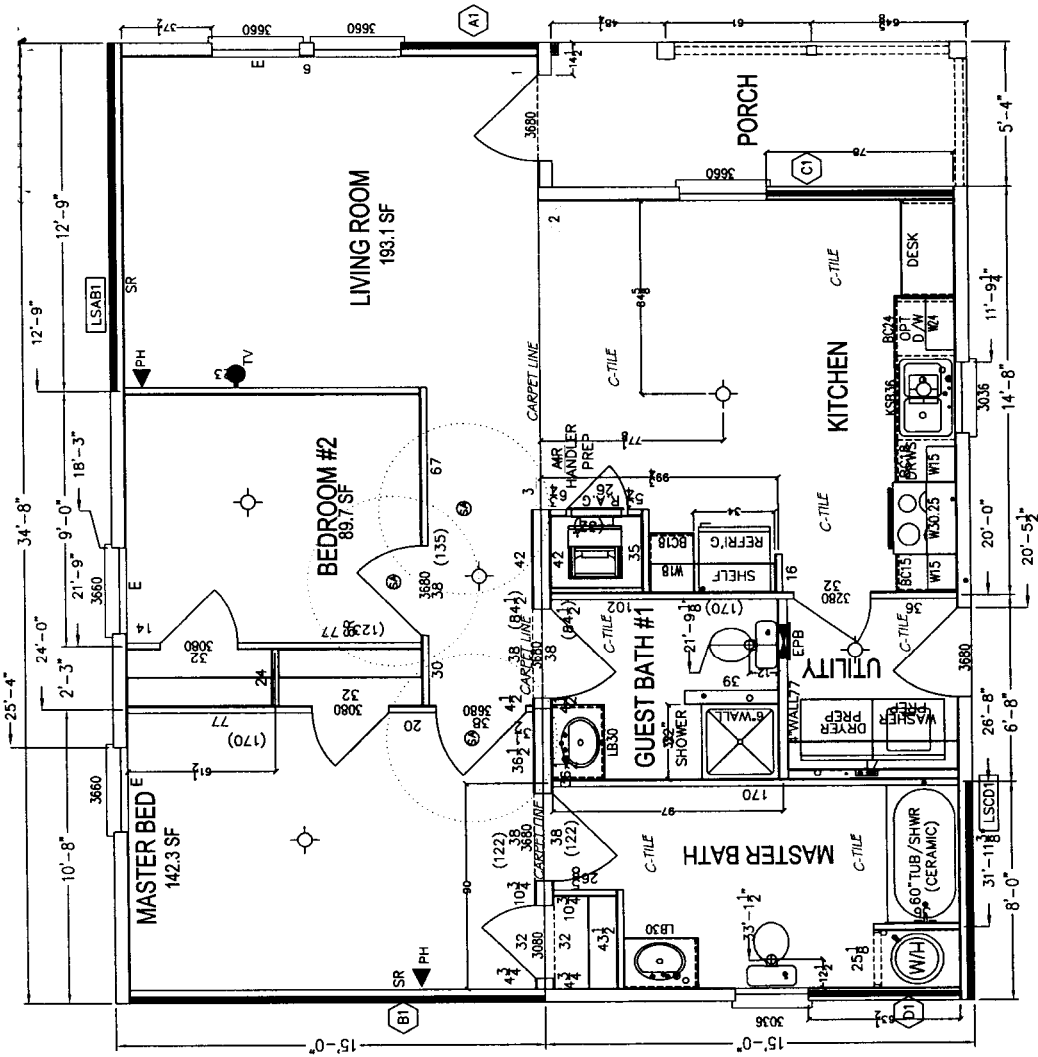
- A single parent or a couple with seven or more children regardless of age [bunk beds and twin beds in three bedrooms; all children are segregated by sex not age]

Appendix 5: Unit Floor Plans

2 Bedrooms 1 Bathroom



2 Bedrooms 2 Bathrooms



TOTAL 1040 SF
AC 962.7 SF

WINDOW/DOOR CHART

SIZE	LIGHT AND VENT
36x60	12.2 S.F. LIGHT 6.14 S.F. VENT
36x12	2.17 S.F. LIGHT 0.00 S.F. VENT
30x60	9.95 S.F. LIGHT 5.03 S.F. VENT
30x36	5.55 S.F. LIGHT 2.76 S.F. VENT

T - TRANSOM WINDOW

E - EGRESS WINDOW

○ INDICATES SHEARWALL LOCATIONS.

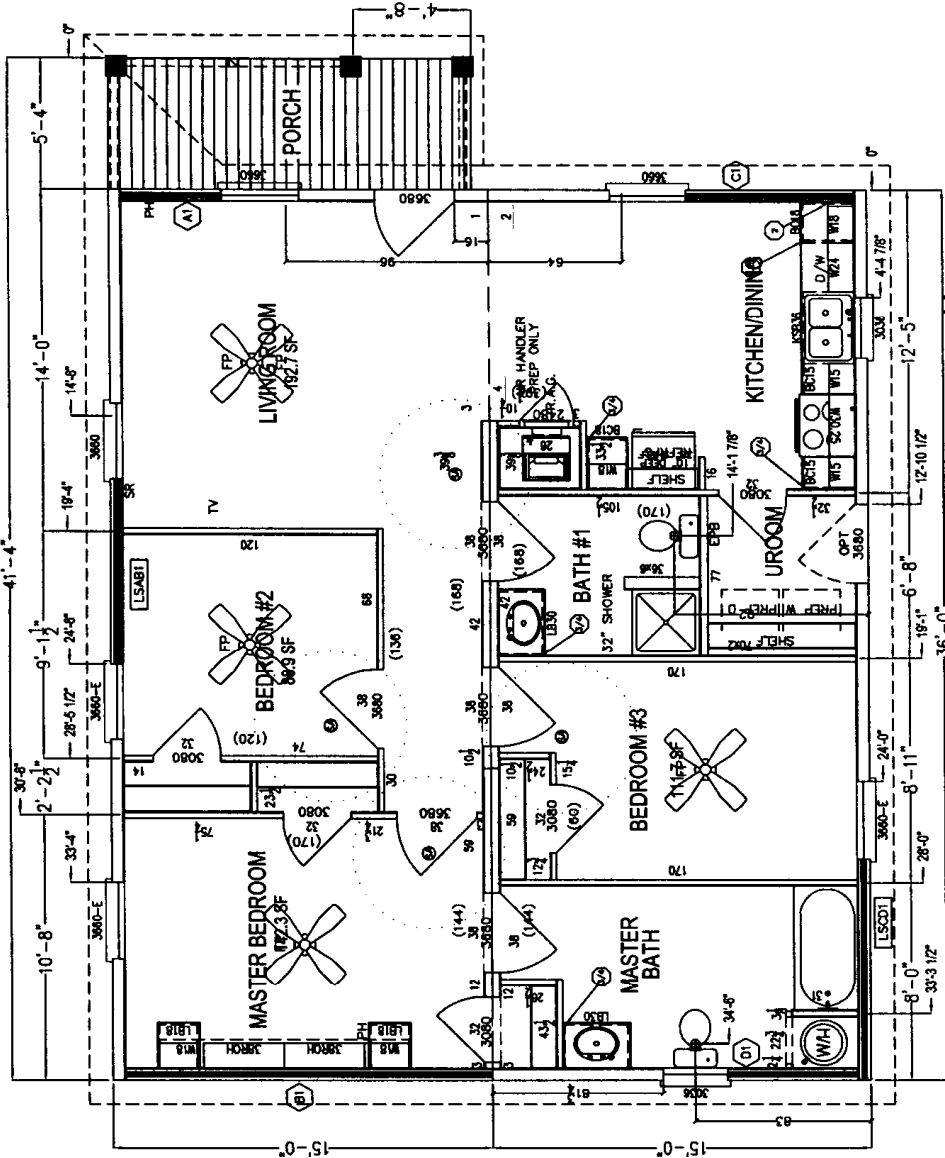
- NOTES
- 1.) SEE SHEAR WALL SUMMARY FOR SHEAR WALL CONSTRUCTION REQUIREMENTS OF SHEARWALL AND DIAPHRAGM CHARTS ON FP-2.2 PAGE.
 - 2.) EXTERIOR WALLS ARE 9'-0" MAX.
 - 3.) OVER ALL FOUNDATION WIDTH INCLUDES 1 1/2" TO ALLOW FOR MATING WALL SHEATHING & GAP FOR CABLEING OR STRAPPING WHEN CRANE SET.
 - 4.) SIDEWALLS ARE 2X6 CONSTRUCTION.
 - 5.) TRUSSES SPACED 24" O.C. FOR 130 MPH INTERIOR ZONES AND 16" O.C. FOR ENDZONES, 16" O.C. ALL ZONES FOR 140 MPH TO 150 MPH.



NOTE:
THE A.C. SIZE LISTED IS A SUGGESTED SIZE ONLY
THE A.C. CONTRACTOR IS RESPONSIBLE FOR CORRECT
SIZING BASED ON SITE-SPECIFIC CONDITIONS

3 Bedrooms

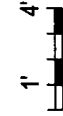
SEE PD-150 SETOUT (150-5.2)
FOR HEADER (2-25) NO.25-P-7
AND PORCH CONSTRUCTION



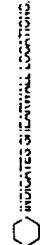
WINDOW/DOOR CHART			
SIZE	LIGHT AND VENT		
36x60	12.2 S.F.	6.14 S.F.	VENT
30x60	9.95 S.F.	5.03 S.F.	VENT
30x36	5.55 S.F.	2.78 S.F.	VENT
36x80	4.9 S.F.	0.00 S.F.	VENT

- NOTES
- 1.) SEE SHEAR WALL SUMMARY FOR SHEAR WALL CONSTRUCTION REQUIREMENTS OF SHEAR WALL AND DIAPHRAGM CHARTS ON FP-2.2 PAGE.
 - 2.) EXTERIOR WALLS ARE 9'-0" MAX.
 - 3.) OVER ALL FOUNDATION WIDTH INCLUDES 1 1/2" TO ALLOW FOR MATING WALL SHEATHING & GAP FOR CABLEING OR STRAPPING WHEN CRANE SET.
 - 4.) SIDEWALLS ARE 2X6 CONSTRUCTION.
 - 5.) 1) INSULATED SPACED 24" O.C. FOR 150 MPH INTERIOR ZONE AND 16" O.C. FOR ENDZONES, 16" O.C. ALL ZONES FOR 140 MPH TO 150 MPH.

NOTES:
THE A.C. SEE LISTED IN A SHEETED SIZE ONLY
THE A.C. CONSTRUCTION IS RESPONSIBLE FOR CORRECT
SHEATHING ON THE SPECIFIC CONDITIONS

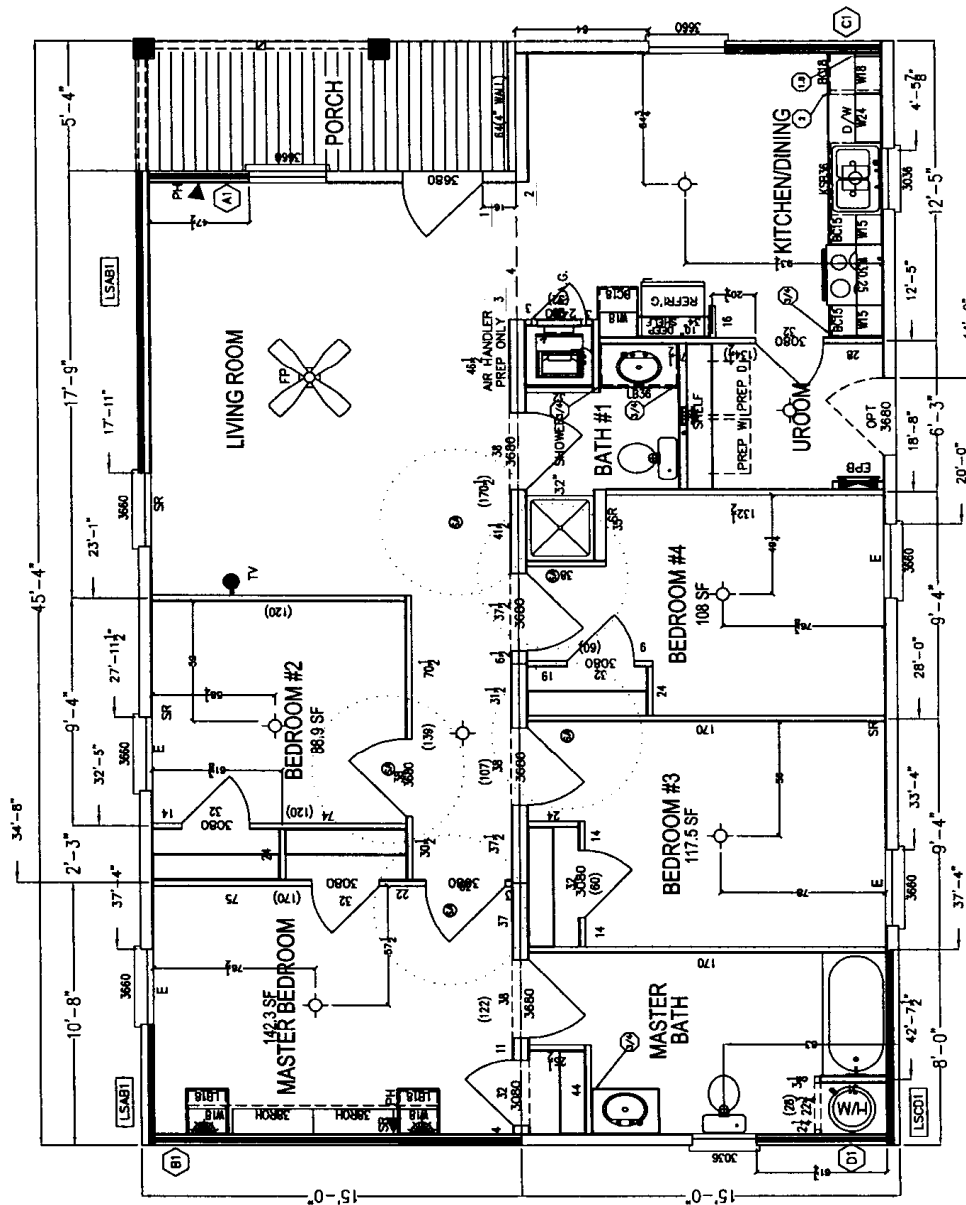


T - TRANSOM WINDOW
E - EGRESS WINDOW



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4 Bedrooms



A.C. SF. PORCH TOTAL PROJECT
1280 SF 1380 SF



WINDOW/DOOR CHART
SIZE LIGHT AND VENT

36x60	12.2 S.F.	LIGHT 6.14 S.F.	VENT
30x60	9.95 S.F.	LIGHT 5.03 S.F.	VENT
30x36	5.55 S.F.	LIGHT 2.76 S.F.	VENT
36x80	4.9 S.F.	LIGHT 0.00 S.F.	VENT

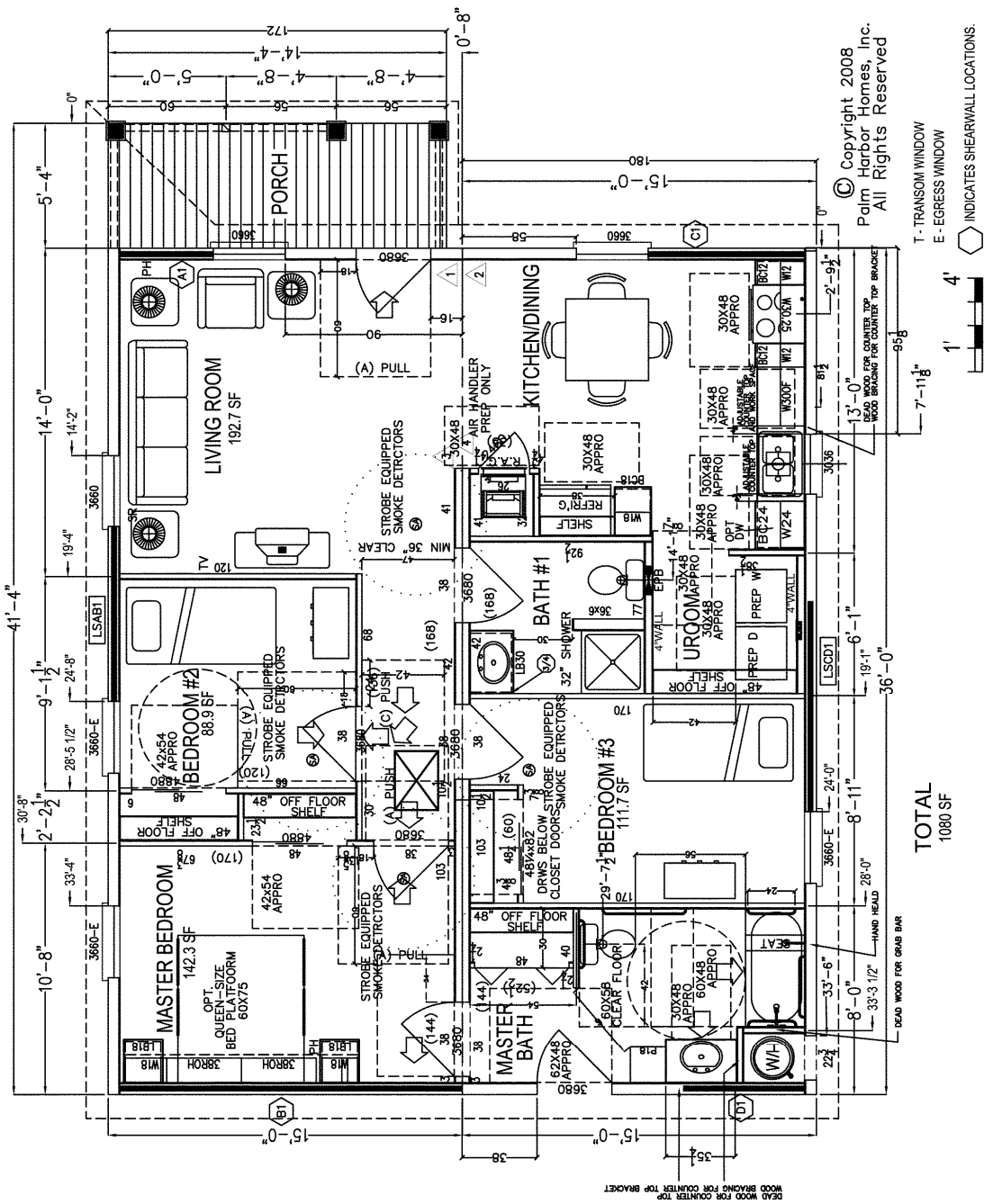
T - TRANSOM WINDOW
E - EGRESS WINDOW

○ INDICATES SHEARWALL LOCATIONS.

- NOTES
- 1.) SEE SHEAR WALL SUMMARY FOR SHEAR WALL CONSTRUCTION REQUIREMENTS OF SHEARWALL AND DIAPHRAGM CHARTS ON FP-2.2 PAGE
 - 2.) EXTERIOR WALLS ARE 9'-0" MAX.
 - 3.) OVER ALL FOUNDATION WIDTH INCLUDES 1 1/2" TO ALLOW FOR MATING WALL SHEATHING & GAP FOR CABLEING OR STRAPPING WHEN CRANE SET.
 - 4.) SIDEWALLS ARE 2X6 CONSTRUCTION.
 - 5.) TRUSSES SPACED 24" O.C. FOR 130 MPH INTERIOR ZONES AND 18" O.C. FOR ENDZONES, 18" O.C. ALL ZONES FOR 140 MPH TO 150 MPH.

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UFAS



WINDOW/DOOR CHART

SIZE LIGHT AND VENT

36x60	12.2 S.F.	LIGHT	6.14 S.F.	VENT
30x60	9.95 S.F.	LIGHT	5.03 S.F.	VENT
30x36	5.55 S.F.	LIGHT	2.76 S.F.	VENT
36x80	4.9 S.F.	LIGHT	0.00 S.F.	VENT