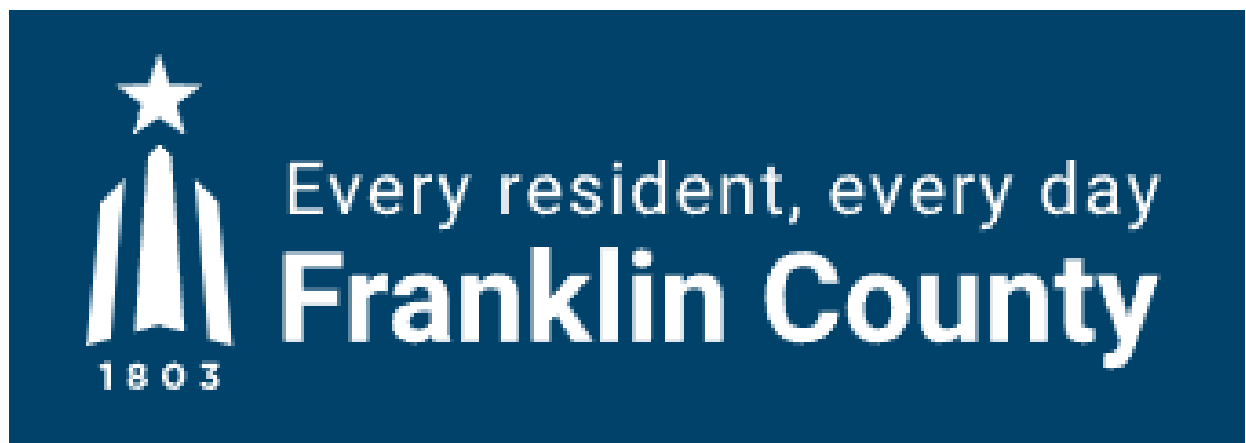


Franklin County
Economic Development and Planning



Anti-Displacement &
Uniform Relocation Act (URA)
Policy & Procedures

October 2024

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A. Policy on Minimizing Displacement

It shall be the policy of the Franklin County Economic Development and Planning (EDP) to avoid displacement of people from their homes and neighborhoods as a result of projects funded by the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs. In the administration of CDBG and HOME programs, steps will be taken to minimize displacement during the planning process, including:

- EDP will collect information on the existing structures and occupants prior to the commitment of CDBG or HOME funding for a proposed project and determine the potential impact on any occupants of those structures.
- EDP will communicate to any potential sponsor, developer, or applicant for projects to be funded with CDBG or HOME which can be expected to require significant displacement of residents, that applications for such projects will not be considered competitive.
- Sponsors, developers, and applicants for CDBG and HOME funding which includes either temporary or permanent relocation of displaced residents will be required to submit a relocation plan that describes the process and how residents will be impacted by the project.
- If displacement cannot be avoided and CDBG or HOME funds are committed to a project which requires relocation of occupants, all persons displaced by the project will be provided the benefits required under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA), as amended.
- Projects funded with CDBG or HOME which result in the demolition or conversion of occupied lower-income dwelling units to a use other than lower-income dwellings must be replaced with comparable lower-income dwellings, in compliance with Section 104(d) of the Housing and Community Development Act of 1974, as amended.

The process to be followed for CDBG and HOME funded activities which result in the temporary or permanent displacement of occupants are outlined in this policy and procedures manual.

B. Overview

This manual contains policy and procedures for federally funded acquisition, demolition and relocation activities covered by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and carried out by Franklin County Economic Development and Planning (EDP) or its subrecipients.

Projects or Programs that use federal funds and result in the involuntary removal of residents from their dwellings—either temporarily or permanently — must meet the requirements of the Uniform Relocation Act (the “URA” or “Act”). The URA does not apply to homeowners participating in housing rehabilitation programs if the owner can occupy the home while receiving Program assistance because all homeowner participation is voluntary. Tenants who must vacate their dwellings due to federally funded acquisition, demolition, rehabilitation, or construction activities are typically protected by the URA. It is the intent of the Program to minimize displacement of existing residents, advise them of their legal rights, provide relocation counseling and assistance, and compensate tenants in a timely manner for relocation made necessary by such activities.

These procedures are set forth to standardize and clarify the requirements for any project that may involve acquisition, rehabilitation, or demolition and relocation if using federal funds covered by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA)**. This guidance will provide the regulatory requirements with citations as well as required case file

checklists. The **URA** can be found at 49 CRF Part 24. In addition to the URA requirements, projects involving demolition or conversion of lower income dwellings may trigger Section 104(d) requirements under the Housing and Community Development Act of 1974 (H&CD Act).

C. Acquisition

Acquisition of real property falls under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Acquisition includes real property acquisitions, permanent or temporary easements and long-term leases of 50+ years.

EDP and/or its subrecipients will be responsible for identifying whether the acquisition is voluntary or involuntary. Refer to the HUD URA chart in Attachment A for further information regarding voluntary or involuntary acquisitions.

Voluntary

The following types of acquisitions are considered voluntary:

- An acquiring agency with eminent domain authority that will not use the authority if negotiations fail, and property owner is informed in writing that eminent domain authority will not be used. Owner must be informed in writing of estimated market value.
- An acquiring agency does not have eminent domain authority and prior to an offer the owner is informed that if negotiations fail the property will not be acquired. Owner must be informed in writing of estimated market value.

Involuntary

If the proposed acquisition is subject to the threat of eminent domain, the acquisition is considered involuntary. The owner must be informed of the agency's interest in acquiring the property and protections available under the URA. A current appraisal must be ordered, and the owner has right to accompany the appraiser. Owner must be provided a written offer of just compensation. If negotiations are successful, the property owner is reimbursed for related incidental expenses. If negotiations are unsuccessful, acquisition may be undertaken through eminent domain.

The administering agency must provide the appropriate General Information Notice (GIN) for Voluntary or Involuntary Acquisition. See Attachments C for sample GINs.

Notice of Intent to Acquire

Prior to committing Federal financial assistance for acquisition activities, EDP and/or its subrecipients shall provide a notice of intent to acquire to persons to be displaced from the property, including those to be displaced by rehabilitation or demolition activities.

This notice must clearly set forth that EDP or its subrecipient intends to acquire the property and establish general eligibility for relocation assistance prior to the initiation of negotiations and/or prior to the commitment of Federal financial assistance. It is not the equivalent of the Notice of Eligibility; rather a notice to occupants that the property is to be acquired and they will be eligible for assistance and services upon displacement.

D. Relocation

All persons, families, or businesses permanently displaced resulting from involuntary acquisition, rehabilitation, or demolition, in whole or in part, shall be provided with relocation assistance and compensation as authorized by the Uniform Relocation Act. Procedures and forms shall be in accordance with URA regulations and HUD Relocation Handbook 1378, as revised. Tenants meeting the definition of a "Displaced Person" should be offered permanent relocation benefits if they meet the eligibility requirement listed below.

Relocation Eligibility Notice

The URA regulations require that persons who are eligible for relocation assistance under URA receive a notice of eligibility. Eligibility for relocation assistance shall begin on the earliest of: the date of a notice of intent to acquire, rehabilitate, and/or demolish; the initiation of negotiations; the date that an agreement for voluntary acquisition becomes binding, or actual acquisition. EDP will promptly notify all occupants in writing of their eligibility for applicable relocation assistance in accordance with 24 CFR Part 24.203(b). Information on eligibility for relocation assistance and the timing of required notices is provided in detail in this URA Policy, and a sample notices are included as Attachment F- Sample Notice of Eligibility.

Determining Eligibility

The following conditions will impact tenant eligibility for URA benefits:

Tenure of tenant

A Tenant who has occupied a property for less than ninety (90) days prior to or after the initiation of negotiations, which is triggered at the time the grant agreement is executed, does not qualify for full URA benefits. Tenants whose occupancy is less than 90 days may qualify for "Last Resort Housing," under 49 CFR 24.404(c).5. Tenant-occupants that moved into the property after application for assistance are not eligible for URA benefits, so long as before leasing and occupying the property, tenant was provided written notice of the application for assistance for the project, the project's possible impact on the person (e.g., the person may be displaced, or temporarily relocated, or suffer a rent increase) and the fact that he or she would not qualify for relocation assistance as a "displaced person" as a result of the project if he or she chose to occupy the property.

Temporary relocation versus permanent displacement of tenants

Tenant's relocation status will impact the level of assistance.

Time

If temporary relocation lasts longer than 12 months, the tenant qualifies as permanently displaced and eligible for benefits available to displaced persons. EDP and or its subrecipients must contact any person who has temporarily moved from their dwelling or business when that temporary move has lasted for a period beyond 12 months because that person is considered permanently displaced and eligible as a displaced person. EDP and or its subrecipients shall offer such eligible persons all required relocation assistance benefits and services for permanently displaced persons. EDP and or its subrecipients may not deduct any temporary relocation assistance benefits previously provided when determining permanent relocation benefits eligibility.

Fair Market Rent (or “FMR”)

FMR, as published annually by HUD, influences the definition of “affordable housing unit” or “conversion” to “market rate” – implying unaffordable to low- income households. This cost standard will generally exceed rent in the pre-existing displacement housing if subsidized or substandard. Market/actual rent for replacement housing often exceeds FMR. The difference between market/actual rent and FMR influences the replacement housing payment amount.

Last Resort Housing Measures

If a tenant cannot find a comparable replacement dwelling within established monetary limits, they will be provided with alternative assistance under 49 CFR 24.404.

Residential

If a property is occupied at the time the property has been identified for acquisition, the property owner as well as any tenants may be eligible for Relocation Assistance. EDP or its subrecipients will follow the following procedures:

1. At submission of application by the project developer, EDP or the developer will provide the General Information Notice (GIN) to the current owner and all tenants. Template notices are available at Attachment C and shall be personally served or sent by certified or registered first-class mail, return receipt requested, and documented in EDP/subrecipient files. Each notice shall be written in plain, understandable language. Persons who are unable to read and understand the notice must be provided with appropriate translation and counseling. Each notice shall indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help.
2. Persons to be displaced as a result of the project must be offered and provided relocation advisory services in accordance with 49 CFR 24.205(c). Such services include interviewing tenants to be displaced to determine their relocation needs and preferences and to explain the relocation payments and other assistance for which the person may be eligible, the related eligibility requirements, and the procedures for obtaining such assistance. EDP or its subrecipient(s) shall provide current and continuing information on availability and costs of comparable replacement dwellings. The comparable unit worksheet in Attachment D may be used.
3. EDP or its subrecipients shall provide, in writing, a Notice of Eligibility (NOE), served personally or sent by certified or registered first-class mail, return receipt requested. A template NOE is included as Attachment E. This NOE shall include the following:
 - A minimum of one comparable replacement dwelling including the price and rent, which will be used to establish an upper limit of replacement housing payment. The replacement dwelling shall be inspected prior to being made available to ensure it is decent, safe and sanitary. EDP and/or its subrecipients shall engage local building professionals to perform the inspection.
 - EDP and/or its subrecipients shall offer transportation to all persons to be displaced in order to inspect the housing to which they are referred.
 - EDP and/or its subrecipients shall include the maximum rental assistance payment for which they are eligible. Procedures for calculating this assistance payment are included in Section D of this manual.
 - EDP and/or its subrecipients shall include moving costs for which the displaced tenant is eligible. Procedures for calculating eligible moving expenses are included in

Section D of this manual

4. EDP and/or its subrecipients shall provide a minimum 90 days written notice to vacate (90 Day Notice) subsequent to providing a Notice of Eligibility to the occupant. Such notice shall include a specific date as the earliest date by which the occupant is required to move, or state that the occupant will receive a further notice, no less than 30 days prior to the date by which he or she must move. If the 90-day notice is issued before a comparable replacement dwelling is made available, the notice must state clearly that the occupant will not have to move earlier than 90 days after such a dwelling is made available. A sample 90-Day Notice is included in Attachment F. A comparable dwelling shall be considered to be "made available" to a person if:
 - The person is informed in writing of its location;
 - The person has sufficient time to negotiate and enter into a purchase or lease agreement for the property; and
 - Subject to reasonable safeguards, the person is assured of receiving the relocation assistance and acquisition payment to which the person is entitled in sufficient time to complete the purchase or lease of the property.
5. EDP and/or its subrecipients shall provide a minimum 90 days written notice to vacate (90 Day Notice) subsequent to providing a Notice of Eligibility to the occupant. Such notice shall include a specific Date as the earliest date by which the occupant is required to move, or state that the occupant will receive a further notice, no less than 30 days prior to the date by which he or she must move. If the 90-day notice is issued before a comparable replacement dwelling is made available, the notice must state clearly that the occupant will not have to move earlier than 90 days after such a dwelling is made available. A sample 90-day Notice is included as Attachment F.
6. EDP and/or its subrecipients shall reimburse moving expenses in accordance with 49 CFR 24.301-302. Claim forms in Attachment G should be provided to tenant with Move-Out/90 Day Notice. EDP and/or its subrecipients will offer assistance to complete the Claim Forms. Claim forms may be submitted by the tenant for a period of up to 18 months after the date of displacement.
7. EDP and/or its subrecipients shall provide payment for added costs of renting or purchasing comparable units in accordance with 49 CFR 24 Subpart E-F.

Non-Residential Displacement (Businesses, Farms, and Non-profit Organizations)

1. At submission of application by the project developer, EDP or the developer will provide the General Information Notice (GIN) to current owner and all tenants. Template notices are available at Attachment C and shall be personally served or sent by certified or registered first-class mail, return receipt requested, and documented in EDP/subrecipient files. Each notice shall be written in plain, understandable language. Persons who are unable to read and understand the notice must be provided with appropriate translation and counseling. Each notice shall indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help.
2. EDP or its subrecipients shall determine the relocation needs and preferences of each business (farm and nonprofit organization) to be displaced and explain the relocation payments and other assistance for which the business may be eligible, the related eligibility requirements, and the procedures for obtaining such assistance. This shall include a personal interview with each

business. At a minimum, interviews with displaced business owners and operators should include the following items:

- The business's replacement site requirements, current lease terms and other contractual obligations and the financial capacity of the business to accomplish the move.
 - Determination of the need for outside specialists in accordance with §24.301(g)(13) that will be required to assist in planning the move, assistance in the actual move, and in the reinstallation of machinery and/or other personal property.
 - For businesses, an identification and resolution of personality/realty issues. Every effort must be made to identify and resolve realty/personality issues prior to, or at the time of, the appraisal of the property.
 - An estimate of the time required for the business to vacate the site.
 - An estimate of the anticipated difficulty in locating a replacement property.
 - An identification of any advance relocation payments required for the move, and the Agency's legal capacity to provide them.
3. EDP and/or its subrecipients shall provide current and continuing information on the availability, purchase prices, and rental costs of suitable commercial and farm properties and locations. Assist any person displaced from a business or farm operation to obtain and become established in a suitable replacement location.
4. EDP or its subrecipients shall provide, in writing, a Notice of Eligibility (NOE), served personally or sent by certified or registered first-class mail, return receipt requested. A sample NOE is included in Attachment E. The NOE shall include the following:
- A minimum of one comparable replacement dwelling including the price and rent, which will be used to establish an upper limit of replacement housing payment. The replacement dwelling shall be inspected prior to being made available to ensure it is decent, safe and sanitary. EDP and/or its subrecipients shall engage local building professionals to perform the inspection.
 - EDP and/or its subrecipients shall include the maximum rental assistance payment for which they are eligible. Procedures for calculating this assistance payment are included in Section D of this manual.
 - EDP and/or its subrecipients shall include moving costs for which the displaced tenant is eligible. Procedures for calculating eligible moving expenses are included in Section D of this manual.
5. EDP and/or its subrecipients shall provide a minimum 90 days written notice to vacate (90 Day Notice) subsequent to providing a Notice of Eligibility to the occupant. Such notice shall include a specific date as the earliest date by which the occupant is required to move, or state that the occupant will receive a further notice, no less than 30 days prior to the date by which he or she must move. If the 90-day notice is issued before a comparable replacement dwelling is made available, the notice must state clearly that the occupant will not have to move earlier than 90 days after such a dwelling is made available. A sample 90-Day Notice is included as Attachment F.
6. EDP and/or its subrecipients shall reimburse moving expenses in accordance with 49 CFR 24.301-302. Claim forms are included in Attachment G may be submitted by the tenant for a period of up to 18 months after the date of displacement.
7. EDP and/or its subrecipients shall provide payment for added costs of renting or purchasing comparable units in accordance with 49 CFR 24 Subpart E-F.

Eligible expenses for a person who is required to move personal property from real property but is not required to move from a dwelling (including a mobile home), business, farm or nonprofit organization include those expenses described in 24 CFR Part 49.301 (g)(1) through (g)(7) and (g)(18), listed below:

1. Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.
2. Packing, crating, unpacking, and uncrating of the personal property.
3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses, farms or nonprofit organizations this includes machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property.
4. Storage of the personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
5. Insurance for the replacement value of the property in connection with the move and necessary storage.
6. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
7. Other moving-related expenses that are not listed as ineligible under §24.301(h), as the Agency determines to be reasonable and necessary.
8. When the personal property to be moved is of low value and high bulk, and the cost of moving the property would be disproportionate to its value in the judgment of the displacing Agency, the allowable moving cost payment shall not exceed the lesser of: The amount which would be received if the property were sold at the site or the replacement cost of a comparable quantity delivered to the new business location. Examples of personal property covered by this provision include, but are not limited to, stockpiled sand, gravel, minerals, metals, and other similar items of personal property as determined by the Agency.

Temporarily Displaced Tenants

If temporary relocation is required for a home, unit or building undergoing rehabilitation, a Notice of Non-Displacement (NND) is triggered by confirmation of the required relocation by the Contractor and EDP staff. The Move Out Notice is triggered when the Notice to Proceed is issued by EDP (see Section H, Required Notices).

EDP and/or its subrecipients will reimburse moving expenses to and from the temporary replacement location as well as any increased housing costs incurred during the temporary residence. Rent for the rehabilitated unit may not increase unreasonably after the tenant's return. EDP will also provide reasonable advance notice of the temporary relocation. If these protections are put in place, HUD considers the displacement to be temporary, hence no subject to the URA. If any of the protections fail, the exception fails.

The URA regulations require that any residential tenant who has been temporarily relocated for a period beyond one year must be contacted by the Agency and offered permanent relocation assistance as described above.

E. Calculating Maximum Assistance

Rental Assistance Payment

EDP or its subrecipients will use the most representative comparable dwelling and base monthly rent available to calculate the preliminary maximum assistance payment. This amount may change as a result of an income calculation. The rental assistance amount will be capped at the lesser of the rent plus estimated tenant paid utilities of the comparable unit or rent plus tenant paid utilities of the replacement unit, less any amounts previously received through URA assistance or other housing subsidy payments such as Section 8.

EDP will first determine the base rent. This is the lesser of the current rent plus tenant paid utilities or, if the tenant is considered Low-Income (gross annual income below 80% AMI), the base rent will be thirty (30) percent of the displaced person's average monthly gross household income. EDP will identify a similar, available comparable dwelling unit and calculate the rent plus tenant paid utilities. The monthly rent differential will be utilized to calculate the maximum payment. The monthly differential multiplied by 42 will be the maximum assistance payment. The Claim Forms in Attachment G are helpful guide for calculating the maximum assistance payment.

If the tenant chooses to apply the funds as down payment assistance to purchase a home, the amount will be equal to the maximum rental assistance payment.

Moving Expenses

Moving assistance on the [fixed schedule](#) is based on the number of rooms in an apartment with furniture, including bedroom, dining room, kitchen, office, etc. Bathrooms and hallways are excluded. Households may also choose reimbursement for an actual cost move with receipts submitted with the claim form.

The maximum assistance available to the tenant shall be included in the Notice of Eligibility.

F. Clearance or Conversion of Low or Moderate Income Housing (104 (D) Requirements (24 CFR 42))

Section 104 (d) of the H&CD Act is triggered by the demolition or conversion of low- or moderate-income housing. The H&CD Act has established requirements for projects that involve units which are part of a community's low-income housing supply (including naturally occurring affordable housing) that are demolished or converted to a use other than low- or moderate-income housing.

EDP and/or its subrecipients shall ensure replacement, on a one for one basis, of all occupied and vacant occupiable low-or moderate-income dwelling units that are demolished or converted to a use other than low- or moderate-income housing in connection with an activity assisted under the H&CD Act. EDP and/or its subrecipients shall provide certain relocation assistance to any lower income person displaced as a direct result of demolition of any dwelling unit or conversion of a low or moderate – income dwelling unit to a use other than a LMI residence.

Persons displaced from a unit covered by Section 104(D) are eligible for up to 60 months of assistance, as calculated in Section D of this Manual.

Refer to the HUD Summary of Major Differences between URA and 104 (d) Relocation Assistance for Displaced Residential Tenants in Attachment H.

One for One Replacement

All occupied and vacant occupiable low- and moderate- income dwelling units that are acquired, demolished, or converted to a use other than low- and moderate- income dwelling units as a direct result of an activity assisted under the CDBG and/or HOME Program will be replaced by EDP or its developers with low- and moderate- income dwelling units. Replacement low- and moderate- income dwelling units may include public housing, or existing housing receiving Section 8 project-based assistance under the United States Housing Act of 1937. The replacement low- and moderate- income dwelling units will be provided within three years of the commencement of the demolition or rehabilitation related to the conversion. Units may not be considered replacement units if they were provided before the period beginning one year before the grantee's written submission to HUD of the information describing the specific demolition or conversion activity and the proposed replacement of such units. Units are deemed "provided" when they become available for occupancy and meet the following requirements:

- (A) The units must be located within the County's jurisdiction, outside the City of Columbus. To the extent feasible and consistent with other statutory priorities, replacement units shall be located within the same neighborhood as the ones being removed from the low- and moderate- income inventory. Statutory priorities to be considered include those promoting housing choice and prohibiting development in areas affected by hazardous wastes, flooding, and airport noise.
- (B) The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in units shall be determined in accordance with local housing occupancy codes. EDP or its developer(s) may not replace units with smaller units (e.g., a 2-bedroom unit with a 1-bedroom unit) unless developer(s) has provided information demonstrating that the proposed replacement is consistent with the housing needs of low- and moderate- income households in the jurisdiction.
- (C) The units must be provided in standard condition. Replacement low- and moderate- income dwelling units may include units that have been raised to standard from substandard condition if: 1) no person was displaced from the unit as a direct result of the assisted activity, and 2) the unit was vacant for at least three months before execution of the agreement between EDP and the property owner.
- (D) The units must initially be made available for occupancy at any time during the period beginning one year before EDP's submission of the information required in Public Review and Comment section below and ending three years after the commencement of the demolition or rehabilitation related to the conversion.
- (E) The units will be designed to remain low- and moderate- income dwelling units for at least 10 years from the date of initial occupancy. Replacement low- and moderate- income dwelling units may include, but are not limited to, public housing, or existing housing receiving Section 8 project-based assistance under the United States Housing Act of 1937.

Public Review and Comment

Before EDP enters into a contract committing it to provide CDBG and/or HOME funds for any activity

that will directly result in demolition of low- and moderate- income dwelling units or the conversion of low- and moderate- income dwelling units to another use, EDP must make available for public review the following:

- (A) A description of the proposed assisted activity;
- (B) The location on a map and the number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for low/moderate income dwelling units as a direct result of the assisted activity;
- (C) A time schedule for the commencement and completion of the demolition or conversion;
- (D) The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of submission, EDP shall identify the general location on an area map and the approximate number of dwelling units by size. Information identifying the specific location and number of dwelling units by size shall be submitted and disclosed to the public as soon as it's available;
- (E) The source of funding and a time schedule for the provision of replacement dwelling units;
- (F) The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least ten years from the date of initial occupancy; and
- (G) Information demonstrating that any proposed replacement of dwelling units with smaller units (e.g., a two-bedroom unit with a one-bedroom unit) is consistent with the needs assessment contained in its HUD-approved consolidated plan.

To the extent that the specific location of the replacement housing and other data are not available at the time of the submission, EDP will identify the general location of such housing on a map and complete the disclosure and submission as soon as data are available.

The one-for-one replacement requirements do not apply if EDP, with HUD concurrence, determines, based upon objective data, that there is an adequate supply of vacant low- and moderate- income dwelling units in standard condition available on a nondiscriminatory basis within the County's jurisdiction in determining the adequacy of supply. EDP and HUD will consider whether the demolition or conversion of the low- and moderate- income will have a material impact on the ability of low- and moderate-income households to find suitable housing. EDP and HUD will consider relevant evidence of housing supply and demand including, but not limited to the following factors:

- the housing vacancy rate in the County, outside the City of Columbus;
- the number of vacant low- and moderate- income dwelling units in the County (excluding units that will be demolished or converted);
- the number of eligible families on waiting lists for housing assisted in the County (outside the City of Columbus) under the United States Housing Act of 1937;
- the needs analysis contained in any applicable HUD-approved Housing Assistance Plan; and relevant past or predicated demographic changes.

HUD may consider the supply of vacant low- and moderate- income dwelling units in a standard condition available on a nondiscriminatory basis in an area that is larger than the County's jurisdiction. Such additional dwelling units shall be considered if the HUD Field Office determines that the units would be suitable to serve the needs of the low- and moderate- income households that could be served by the low- and moderate- income dwelling units that are to be demolished or converted to another use. HUD will base this determination on geographic and demographic factors, such as location and access to places of employment and to other facilities.

EDP must submit the request for determination of the adequate supply of vacant low/moderate-income

dwelling units directly to the Columbus Field Office. Simultaneously with the submission of the request, EDP must make the submission public and inform interested persons that they have 30 days from the date of submission to provide to HUD additional information supporting or opposing the request.

G. Manner of Disbursing Payments

Relocation assistance payments for residential tenants who are displaced for HUD projects are subject to 42 USC Sec. 3537c and must be disbursed in installments, except that lump sum payments may be made to cover moving expenses, a down payment on the purchase of replacement housing, or incidental expenses related to either of the above mentioned disbursements. Whenever the payment is made in installments, the full amount of the approved payment shall be disbursed in regular installments, whether or not there is any later change in the person's income or rent, or in the condition or location of the person's housing.

The frequency of these disbursements will be negotiated by EDP, its subrecipients and the tenant. If not paid monthly, no less than three installment payments will be paid, except when the rental assistance payment is \$500 or less. Where the rental assistance payment is \$500 or less, it is recommended that payment may be made in two installments with no less than a four-month interval between payments.

H. Housing of Last Resort

Whenever comparable replacement dwellings are not available within the monetary limits for displaced owner-occupants and tenants, EDP and/or its subrecipients will provide additional alternative assistance. (See Exhibit 3-1 of Handbook 1378.)

Cash Assistance to Exceed Statutory Payment Caps

The Uniform Act requires that comparable replacement housing within a person's financial means be made available before the person may be displaced. Whenever the payment ceiling under section 203 or 204 of the URA (\$31,000 for displaced owner-occupants; \$7,200 for displaced renters) is insufficient to provide comparable replacement housing, additional or alternative assistance must be provided. Generally, this is accomplished by providing additional cash assistance which exceeds the above ceiling limits. Section 206 of the URA authorizes the use of project funds to provide such additional cash assistance.

Exceeding the payment ceilings at 49 CFR 24.401(b) and 24.402(b) is commonplace. To ensure that a displaced person is not unduly burdened financially, EDP is required to provide additional cash or alternative assistance (see 49 CFR 24.404(c)(1)(i)-(iv)).

Other Last Resort Housing Measures

Section 206 also authorizes Agencies to use project funds to undertake special measures, such as the construction, rehabilitation, or relocation of housing; the purchase of land and/or housing and later sale or lease to, or exchange with, the person; the provision of a direct loan; and the removal of barriers for persons with disabilities.

Option of Displaced Person

The displaced person may enter into an agreement with the Agency to accept a decent, safe, and sanitary replacement dwelling to be provided as a last resort housing measure. Absent such agreement,

the Agency shall not require the displaced person to accept a dwelling provided by the Agency under the last resorthing provisions as an alternative to an acquisition payment or any relocation payment for which the person may otherwise be eligible.

I. Required Notices

The URA requires that notices be issued to eligible persons (i.e., tenants) at various points during the relocation process. These notices provide important information about the project, the affected persons' resulting rights, their protections, and their eligibility for relocation assistance and payments under the URA. It is critical for agencies to issue appropriate notices to affected persons at the appropriate times. In accordance with 49 CFR 24.5, EDP and/or its subrecipients will ensure notices are personally served or sent by certified or registered first-class mail, return receipt requested, and documented in the project file(s). Notices are written in plain, understandable language. Persons who are unable to read and understand the notices are provided with appropriate translation and counseling. Each notice indicates the name and telephone number of a person who may be contacted for additional assistance.

The certified mail receipt for all notices for permanent displacement and temporary relocation shall be included in all project file(s) along with a copy of the notices. If EDP and/or its subrecipient does not receive a returned certified mail receipt, notices are personally served to the tenant. Email service with confirmation of receipt may be considered eligible if public health conditions encourage social distancing and limited physical interaction.

Initiation of Negotiations

The Initiation of Negotiations (“ION”) date corresponds to the type of relocation/displacement that becomes applicable to a tenant occupant. Permanently displaced tenant occupants are provided with a Notice of Relocation Eligibility at ION, corresponding to the date a purchase agreement is executed for acquisition of their property.

For temporarily relocated tenant occupants, a Notice of Non-Displacement is sent at ION, corresponding to the date a landlord applicant signs a Construction Grant Agreement. Temporarily relocated tenant occupants that are displaced for 365 days or more are sent a Permanent Displacement Notice with a permanent displacement eligibility date corresponding to the tenant occupant’s 366th day of displacement.

General Information Notice

At submission of application by the project developer, EDP or the developer will provide the General Information Notice (GIN) to current owner and all tenants informing affected persons of the project that they may be displaced (even temporarily) due to federally funded construction or acquisition activities. The GIN shall be provided in a manner consistent with 49 CFR Part 24.5 and described in this section.

Templates of this notice may be found in Attachment C, and inform tenants of the following:

- That a Notice of Eligibility will follow and that they should not move out until instructed to do so (if they move before receiving further instructions from the Program, they may be ineligible to receive relocation assistance);
- That they must continue to comply with all applicable lease/renter obligations they had previously agreed to;
- That, pursuant to Public Law 105-117, any alien non-citizen not lawfully present in the United States is not eligible for relocation assistance, unless that ineligibility would result in exceptional or extremely unusual hardship to an otherwise qualifying spouse, parent or child;

- Of their eligibility for relocation assistance and advisory services, a ninety (90) day notice to vacate, payment for moving expenses, and replacement housing;
- Of their right to appeal.
- A copy of the URA Brochure (Attachment B) shall be included with all GINs.

Notice of Non-Displacement

The Notice of Non-Displacement (“NND”) notifies a tenant that they may be required to relocate temporarily as a result of federally funded construction or acquisition activities but will not be permanently displaced. EDP and/or its subrecipients will provide a NND in accordance with 49 CFR Part 24 and shall include the following:

- Notification that a federal award is approved;
- That the tenant will not be displaced but rehabilitation work will require a temporary move from the Property, if applicable;
- Instructions that the tenant is not required to relocate until a Move-out Notice is received;
- Instructions that the tenant must continue to comply with lease obligations, including the payment of rent, or risk losing eligibility and relocation assistance;
- Further information on relocation assistance and available resources.

Persons Not Displaced

The URA regulations define very specific conditions under which a person is not considered a displaced person. In addition, HUD regulations and program policy discuss the following situations which often arise in HUD-funded projects:

In eviction cases, HUD expects the Agency files to substantiate that an eviction was not undertaken in order to avoid paying relocation costs. The Agency (or owner) is advised to obtain a court order for the eviction (even if the tenant has already moved). If the Agency believes the cost of obtaining a court order is prohibitively expensive, it should adequately document the cause of the eviction in its files.

- (a) The actions (or inactions) which constitute a “serious or repeated violation of the material terms and conditions of the lease” and whether or not such violation(s) provide legal grounds for eviction under applicable State or local law.
- (b) Where an Agency has tenant(s) in a planned project site who have not been in compliance with their lease or have repeated offenses prior to or after the ION date, even if they are under a workout agreement or on a formal probation, the Agency should consider issuing a modified General Information Notice and/or Notice of Eligibility for Relocation Assistance. This modification should document the existing condition/situation/violations and serve as notice to the tenant that eviction for cause might be necessary and may affect their eligibility for URA-level assistance if prior deficiencies are not corrected. If eviction for cause is later carried out, this will enable the Agency to document that the cause for the eviction was pre-existing, and that the tenant was provided with a reasonable opportunity to correct the situation. Such documentation will help the Agency to establish that the eviction was not for the purpose of avoiding payment of relocation assistance.
- (c) The URA regulations at 49 CFR 24.206 limit the power of a displacing Agency to cut off the presumptive right of a displaced person without sufficient legal cause. Once a tenant has received a Notice of Eligibility for Relocation Assistance, if the Notice did not identify pre-existing lease violations, the Agency needs to consider whether or not any eviction is for subsequent repeated and serious violations of material terms of the lease and is

not undertaken for the purpose of evading relocation payments. In determining whether an eviction is for cause, the Agency should consider factors such as whether the nature of the violation is sufficient to warrant the entire loss of relocation assistance and whether the eviction is “for the project” (e.g., to meet deadlines).

- (d) Where an eviction was caused by non-compliance with a requirement related to carrying out the federally funded project (such as failure to move or relocate when instructed or failure to cooperate in the relocation process), such an eviction is considered to be “for the project” (see 49 CFR 42.206 Appendix A) and does not negate a person’s entitlement to relocation payments and other assistance. The relocation assistance should be equal to that offered in the Notice of Eligibility for Relocation Assistance. A Replacement Housing Payment may also be appropriate, but at an amount no greater than that which the tenant would have received had he/she moved into the comparable unit identified by the agency and only if the unit the tenant actually occupied is found to be decent, safe, and sanitary.

Tenant-occupants that moved into a property after an application was made to EDP for assistance for the project are not considered displaced, only under the following conditions:

Before leasing and occupying the property, tenant was provided a Move-In Notice, which is written notice that an application for assistance for the project has been submitted, that informs the tenant of the potential impact on the person (e.g., the person may be displaced, or temporarily relocated, or suffer a rent increase) and that informs the tenant that he or she would not qualify for relocation assistance as a “displaced person” as a result of the project if he or she chose to occupy the property. A sample Move-In Notice is included in Attachment I.

The URA is not automatically triggered by routine code enforcement activities. However, if the code enforcement action is undertaken to evict persons for a federally assisted project involving acquisition, rehabilitation, or demolition and an owner-occupant or tenant is required to move permanently as a direct result, the owner-occupant or tenant may qualify as a displaced person who is eligible for URA relocation assistance.

Persons determined to not be displaced as a direct result of acquisition, rehabilitation or demolition for the project, and the HUD Field Office concurs in that determination.

When relocation is determined to be a “transfer” in accordance with applicable Public Housing program policies and the Public Housing Agency’s (PHA’s) occupancy policy, that person is not considered displaced.

When In Doubt EDP reserves the right, at any time, to defer to the Regional Relocation Specialist to determine whether a specific displacement is or would be covered by these rules.

Notice of Eligibility

The required Notice of Relocation Eligibility (NOE) informs tenant occupants that they will be permanently displaced by a federally funded acquisition, rehabilitation or construction project and that they may be eligible for relocation assistance. This notice establishes eligibility for relocation assistance and outlines the corresponding rental assistance and moving benefit.

The NOE is sent by certified mail to the tenant occupant household within seven (7) to ten (10) days of

the Initiation of Negotiations (ION) (e.g., corresponding to the date of the purchase or grant agreement signing). A sample NOE is included at Attachment E. Per the URA, the NOE includes information pertaining to the following:

- Notification that a federal award is approved;
- Notification that the tenant will be displaced by the project;
- Effective date of eligibility for assistance;
- Instructions that the tenant is not required to relocate until a Move-out Notice is received;
- Instructions that the tenant must continue to comply with lease obligations or risk losing eligibility and relocation assistance;
- A thorough market and comparability analysis;
- Moving payment options related to fixed costs, specific costs, or combination of self and commercial move;
- A brief explanation regarding how rental assistance payments will be disbursed by the Program;
- The price or rent used for establishing the upper limit of the replacement housing payment and the basis for the determination;
- Information advising displaced person in writing of the specific comparable replacement dwelling made available to them;
- Relocation assistance and other resources that may be available to the tenant;
- A minimum of three comparable dwellings available to the tenant;
- The maximum rental assistance benefit available.

90-Day Notice (Move Out Notice)

HUD recommends that tenants who relocate temporarily should be provided with reasonable advance notice of when the tenant will be required to vacate his or her unit. Per HUD regulations, permanently displaced tenants are entitled to a Ninety (90) Day Notice or Move-Out Notice. The 90 Day Notice provides tenants with an estimated move-out date that is the earliest date by which the tenant may be required to move. The notice informs the tenant that they will not be required to move earlier than ninety (90) days after at least one comparable dwelling is made available. In this notice, the tenant is explicitly made aware of the fact that they will not be required to move out until, at the earliest, a comparable dwelling is made available to them. A notice providing the specific date by which the tenant must move is provided with at least thirty (30) days of notice. The only valid exceptions for not issuing the Ninety (90) Day Notice are as follows:

- There is no structure, growing stock, or personal property on the real property;
- The tenant made an informed decision to relocate and vacate the property without prior notice to the property owner;
- The tenant is an unlawful occupant;
- In cases where the tenant is first considered temporarily relocated but later classified as permanently displaced as a result of a construction project taking longer than twelve (12) months and the tenant elects to return to his or her original unit after construction;
- For extreme health and safety reasons tenants may be required to move in less than ninety (90) days.

As necessary, EDP or its subrecipients may contact tenants, phone and/or mail, with additional information regarding a move-out date. The Move-out Notice may be sent with, but never prior to, the NOE or NND. A sample 90-Day Notice is included as Attachment F.

J. Optional Relocation Plan

Certain EDP programs may necessitate temporary relocation that is not covered by the URA. These guidelines apply to homeowners occupying homes built prior to 1978 that contain lead-based paint hazards, which may cause dangerous conditions during the construction and/or rehabilitation. The determination of lead paint hazard shall be provided by a Lead Risk Assessment performed on the property.

Homeowner Self-Relocation

In such cases where the homeowner chooses to self-relocate, the household may temporarily relocate to a lead safe property (built after 1977) of their choosing (i.e., friends, relatives, associates' residence). In such cases, the homeowner will be provided a per diem not to exceed seventy five dollars (\$75.00) per household member per day to offset relocation expenses, meals and associated expenditures. No receipts are required. If possible, pets shall remain in the home with homeowner access granted at a time mutually agreed upon by the homeowner and contractor. Alternatively, the pet can be relocated to friends, relatives, associates' residence. If the homeowner, in consultation with EDP and the Contractor, determine that neither of these is appropriate, up to thirty dollars (\$30.00) per day per pet (dogs or cats) will be reimbursed by the County. The homeowner must provide detailed, paid receipts for all pet boarding expenses.

Homeowner Relocation to a Hotel/Motel

In such cases where the homeowner chooses to temporarily relocate to a motel/hotel unit, the homeowner shall be provided reimbursement for lodging expenses of up to ninety-four (\$94.00) per day per four persons in the household. Additional rooms shall be made available for households larger than four at up to ninety-four dollars (\$94) per day per additional room. EDP will pay only for room charges. All other motel charges are the responsibility of the homeowner. The homeowner must provide detailed paid receipts for lodging expenses. Furthermore, the owner shall be reimbursed up to fifty-five dollars (\$55.00) daily for meals per household member. The homeowner must provide detailed, paid receipts for all meal expenses. If possible, pets shall remain in the home with homeowner access granted at a time mutually agreed upon by the homeowner and contractor. Alternatively, the pet can be relocated to friends, relatives, associates' residence. If the homeowner, in consultation with EDP and the Contractor, determine that neither of these is appropriate, up to thirty dollars (\$30.00) per day per pet (dogs or cats) will be reimbursed by EDP. The homeowner must provide detailed, paid receipts for all pet boarding expenses. Homeowners reimbursed for \$600.00 (six hundred dollars) or more will receive a 1099 income statement.

Waiver of Relocation Assistance

In properties where lead-based paint will be abated, and where all household members are 62 years of age or older, they may waive the right to relocate. In so doing they agree to vacate the building on a daily basis during construction and not permit anyone under the age of 12 years to enter the property until the property has passed a clearance test. The homeowner is eligible for one daily meal reimbursement of six dollars (\$55.00) per household member. The homeowner must provide detailed, paid receipts for all meal expenses. NOTE: In choosing to waive relocation protection, the homeowner agrees to hold harmless Franklin County Economic Development and Planning, the local government, the federal government and any and all of their agents from damages due to lead poisoning to themselves, household members or children.

K. Monitoring

EDP will provide technical assistance to its subrecipients and developers throughout the relocation process. EDP will also conduct periodic monitoring of projects triggering relocation and replacement housing. This monitoring shall include a review of all tenant/owner files to ensure notices will be provided in the proper format and by proper service as outlined in this manual and 49 CFR Part 24. The Monitoring Exhibits in [HUD Handbook 6509.2 Chapter 25](#) shall be used during the monitoring.

L. Other Available Resources

[49 CFR Part 24 Regulations](#)

[24 CFR Part 42 \(regulations that implement Section 104 \(d\)\)](#)

[HUD Handbook 1378](#)

www.hud.gov/relocation

Many of the referenced forms are available on HUD's [website](#) in different languages should they be needed. EDP should follow its Language Access Plan to determine which documents are Vital and should be translated. Any person requesting forms in their language shall be accommodated.

Attachments:

- A – General URA Acquisition Process
- B – When a Public Agency Acquires Your Property
- C – Sample Acquisition Notice
- D – Sample General Information Notices
- E – Comparable Unit Worksheet
- F – Sample Notice of Eligibility
- G – Sample 90-Day Notice
- H – Claim Forms
- I – HUD Summary of Differences between URA and 104(d) Relocation Assistance
- J – Sample Move-In Notice
- K – Definitions
- L – Individual Property File Checklist

Attachment A General URA Acquisition Process

(Refer to 49 CFR 24 Subpart B for detailed acquisition requirements)

VOLUNTARY ACQUISITIONS 49 CFR 24.101(b)(1)-(5)	INVOLUNTARY ACQUISITIONS 49 CFR 24.101(a) & (b)
Determine if proposed acquisition satisfies criteria and requirements of 24.101(b)(1)-(5). If acquisition doesn't meet criteria (e.g., is subject to threat or use of eminent domain), refer to involuntary acquisition process and comply with 49 CFR 24 Subpart B requirements.	Determine if proposed acquisition is subject to threat or use of eminent domain. If not subject to eminent domain, refer to voluntary acquisition process and comply with applicable requirements of 49 CFR 24.101(b)(1)-(5).
<u>24.101(b)(1)</u> - Agencies with eminent domain authority but will not use: must meet all conditions of 24.101(b)(1)(i) – (iv). (see esp. 24.101(b)(1)(i) & (ii))	* Notify owner of agency's interest in acquiring property and protections under the Uniform Act (see 24.102(b)) (Optional: issue Notice of Intent to Acquire (see 24.203(d)))
* Agency will not acquire property if negotiations fail, and owner is so informed in writing (see 24.101(b)(1)(iii))	* Appraise property and invite owner to accompany appraiser (see 24.102(c))
* Agency informs owner in writing of property's estimated market value (see 24.101(b)(iv))	* Review the appraisal (see 24.104)
* Owner/s & owner occupants not eligible for relocation assistance / displaced tenants may be eligible (see 24.2(a)(9)(ii))	* Establish estimate of just compensation for property (see 24.102(d))
<u>24.101(b)(2)</u> – Agencies or persons without eminent domain authority:	* Provide owner with written offer and summary statement for property (see 24.102(e))
* Prior to offer, inform owner unable to acquire if negotiations fail (see 24.101(b)(2)(i))	* Negotiate with owner for purchase of property (see 24.102(f))
* Inform owner of property's estimated market value (see 24.101(b)(2)(ii))	* If negotiations successful, complete sale and reimburse property owner for related incidental expenses (see 24.106)
* Owner/s & owner occupants not eligible for relocation assistance / displaced tenants may be eligible (see 24.2(a)(9)(ii))	* If negotiations unsuccessful, consider an administrative settlement (see 24.102(i))
<u>24.101(b)(3)</u> – Acquisition from a Federal agency, State, or State agency, if acquiring agency without eminent domain authority:	* If negotiations still unsuccessful, consider acquiring property through eminent domain.
* Owner/s & owner occupants not eligible for relocation assistance / displaced tenants may be eligible (see 24.2(a)(9)(ii))	* Displaced persons eligible for relocation assistance (see 24.2(a)(9)(i))

Attachment B When a Public Agency Acquires Your Property

Introduction

This booklet describes important features of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

General Questions

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into

account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

Will I Have A Chance To Talk To The Appraiser?

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

How Soon Will I Receive A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

Must I Accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

If I Reach Agreement With The Agency, How Soon Will I Be Paid?

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Closing Costs?

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only A Part Of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm A Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

Is It Possible To Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

Additional Information

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Franklin County Office of Economic Development and Planning
150 S. Front St.
FSL Suite 10
Columbus, OH 43215
(614) 525-3095

Attachment C Sample Acquisition Notices

Sample VOLUNTARY ACQUISITION NOTICE
Informational Notice
(Grantee or Subrecipient without Eminent Domain Authority)

Grantee or Subrecipient Letterhead

[DATE]

Dear ___:

(Name of Grantee or Subrecipient)_____ is interested in acquiring property you own at (address) _____ for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD).

Please be advised that (Name of Agency/Person)_____ does not have authority to acquire your property by eminent domain. In the event, we cannot reach an amicable agreement for the purchase of your property; we will not pursue this proposed acquisition.

We are prepared to offer you (\$)_____ to purchase your property. We believe this amount represents the current market value of your property. Please contact us at your convenience if you are interested in selling your property.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are **not** eligible for relocation assistance.

If you have any questions about this notice or the proposed project, please contact (name)_____, (title) _____,
(address)_____, (phone)_____. Sincerely,

(Name and Title)

SAMPLE VOLUNTARY ACQUISITION
Informational Notice
(Grantee or Subrecipient with Eminent Domain Authority)

Grantee or Subrecipient Letterhead

[DATE]

Dear ___:

[Name of Grantee or Subrecipient]_____, is interested in acquiring property you own at (address) _____ for a proposed project, which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the program.

Please be advised that, [Grantee or Subrecipient]_____ possesses eminent domain authority to acquire property; however, in the event you are not interested in selling your property, or if an amicable agreement for your property cannot be reached, [Grantee or Subrecipient] will **not** pursue the acquisition under eminent domain.

Your property is not a necessary part of the proposed project and is not part of an intended, planned, or designated project area where substantially all of the property within the area is to be acquired.

We are prepared to offer you (\$)_____ to purchase your property. We believe this amount represents the current market value of your property. Please contact us at your convenience, if you are interested in selling your property.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are **not** eligible for relocation assistance.

If you have any questions about this notice or the proposed project, please contact (name)_____, (title) _____, (address) _____, (phone)_____. Sincerely,

(Name and Title)

SAMPLE INVOLUNTARY ACQUISITION NOTICE
Information Notice
(Grantee or Subrecipient with Eminent Domain Authority)

Grantee or Subrecipient Letterhead
[DATE]

Dear ___:

(Name of Grantee/Subrecipient)_____, is interested in acquiring property you own at (address) _____ for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the program.

The purpose of this notice is to inform you of your rights under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). Enclosed is a HUD brochure entitled "When A Public Agency Acquires Your Property". This brochure provides useful information about the public acquisition of real property (real estate) under the URA. At this stage, your property is only under consideration for acquisition. This notice is not a contractual offer or commitment to purchase your property.

If your property is selected for acquisition, under the URA, you will have the right to receive just compensation for your property. In order to determine the amount of just compensation to be offered to you, an appraisal of your property would be required. In such a case, an appraiser will contact you to provide you an opportunity to accompany him or her on the inspection of your property. It would be in your best interest to accompany the appraiser during the property inspection so that you can point out any unique features of your property which should be considered in the valuation process and so that you can also answer any questions the appraiser may have.

For your information, (Grantee/Subrecipient)___ possesses eminent domain authority to acquire the property needed for this project; however, our goal is to attempt to negotiate amicable agreements for all property acquisitions prior to its use. If negotiations fail, acquisition under eminent domain may be considered.

If you have any questions about this notice or the proposed project, please contact (name)_____, (title) _____,
(address)_____, (phone)_____.

Sincerely, (Name and title)

Attachment D Sample GINs

GUIDEFORM GENERAL INFORMATION NOTICE
RESIDENTIAL TENANT NOT DISPLACED

Grantee or Agency Letterhead

(date)

Dear _____:

(City, County, State, Public Housing Authority (PHA), other) _____, is interested in rehabilitating the property you currently occupy at _____ (address) _____ for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the _____ program.

The purpose of this notice is to inform you that you will not be displaced in connection with the proposed project.

If the project application is approved and federal financial assistance provided, you may be required to move temporarily so that the rehabilitation can be completed. If you must move temporarily, suitable housing will be made available to you and you will be reimbursed for all reasonable out of pocket expenses, including moving costs and any increase in housing costs. You will need to continue to pay your rent and comply with all other lease terms and conditions.

Upon completion of the rehabilitation, you will be able to lease and occupy your present apartment or another suitable, decent, safe and sanitary apartment in the same building/complex under reasonable terms and conditions. *

If federal financial assistance is provided for the proposed project, you will be protected by a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). One of the URA protections for persons temporarily relocated is that such relocations shall not extend beyond one year. If the temporary relocation lasts more than one year, you will be contacted and offered all permanent relocation assistance as a displaced person under the URA. This assistance would be in addition to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance previously provided. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

We urge you not to move at this time. If you choose to move, you will not be provided relocation assistance.

Please remember:

- **This is not a notice to vacate the premises.**
- **This is not a notice of relocation eligibility.**

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact: (name)

_____, (title)_____
(address)_____, (phone)_____.

Sincerely,

(name and title)_____

Enclosure

===== NOTES.

1. The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See Paragraph 2-3 I of Handbook 1378.)
2. This is a guideform. It should be revised to reflect the circumstances.

* *Based on the applicable HUD program regulations, if "reasonable terms and conditions," are defined, one of the following statements or other language may also be required in this Notice:*

- a. *Under HOME at 24 CFR 92.353(c)(2)(C)(1): "Your new lease will be for a term of not less than one year at a monthly rent will remain the same or, if increased, your new monthly rent and estimated average utility costs will not exceed: 1) If you are low income, the total tenant payment as defined by HUD (under 24 CFR 5.628), or (2) 30% of the monthly gross household income, if you are not low income."*
- b. *Under CDBG at 24 CFR 570.606(b)(2)(D)(1): "Your monthly rent will remain the same or, if increased, your new rent and estimated average utility costs will not exceed 30% of the household's average monthly gross income."*
- c. *Under Section 221 Mortgage Insurance Programs under 24 CFR 221.795(i): "Your monthly rent and estimated average utility costs will not exceed the amount approved by HUD."*

GUIDEFORM GENERAL INFORMATION NOTICE
RESIDENTIAL TENANT TO BE DISPLACED

Grantee or Agency Letterhead

(date)

Dear ___:

(City, County, State, Public Housing Authority (PHA), other) _____, is interested in _____ (acquiring, rehabilitating, demolishing) _____ the property you currently occupy at _____ (address) _____ for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the _____ program.

The purpose of this notice is to inform you that you may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA, if the proposed project receives HUD funding and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- **This is not a notice to vacate the premises.**
- **This is not a notice of relocation eligibility.**

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to you find another place to live; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; and 4) Replacement housing payments to enable you to rent, or if you prefer to purchase, a comparable replacement home. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance To Tenants Displaced From Their Homes" provides an explanation of this assistance and other helpful information.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a formal notice of

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Appendix 3

relocation eligibility you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans.

Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance at this time. If you are determined to be displaced and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing.

If you have any questions about this notice or the proposed project, please contact (name)_____, (title) _____,
(address)_____, (phone)_____.

Sincerely,

(name and title)

Enclosure

===== NOTES

1. The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See Paragraph 2-3 I of Handbook 1378.)
2. This is a guideform. It should be revised to reflect the circumstances.
3. Optional paragraphs for displaced residents of public housing projects (may be modified based on the PHA’s resident return policy):

“Even though you will be provided all of the assistance the URA requires for a permanent move, the Authority believes that every resident displaced from the site should have the right to reapply for occupancy once this project is complete. For this reason, after project completion, every resident who receives assistance as a “displaced person” will be contacted and offered an opportunity to reapply for occupancy in the newly-revitalized community. Furthermore, because you will be a former occupant who was “displaced” from the site, you will also receive a priority preference to return.

In the event the number of those who request to return and qualify for housing exceeds the number of units available, rating and ranking criteria will be used to identify those who will be offered a unit at the site until all available units are filled. If you do return, the Authority may help defray the costs of the return move. If you have Replacement Housing Payments not yet spent or obligated, you may be asked to forfeit these payments as a condition for returning to public housing, since this assistance will no longer be necessary to meet your housing needs. Such assistance, if not forfeited, must be considered as income and may affect your eligibility and rent.”

Attachment E
Comparable Unit
Worksheet

**Selection of Most Representative
Comparable Replacement Dwelling
for Computing a Replacement Housing Payment**

1. Agency	2. Project	3. Household	4. Select One <input type="checkbox"/> Owner <input type="checkbox"/> Tenant	5. Case Number
-----------	------------	--------------	------------------------------------------------------------------------------------	----------------

Public reporting burden for this collection of information is estimated to average 1.0 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and implementing regulations at 49 CFR Part 24 and will be used for determining the most comparable and available replacement housing and its cost to be used by Agencies in computing a replacement housing payment for displaced persons. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Privacy Act Notice: This information is needed to determine whether you are eligible to receive a payment to help you rent or buy a new home. You are not required by law to furnish this information, but if you do not provide it, you may not receive any payment for these expenses or it may take longer to pay you. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The information may be made available to a Federal agency for review.

Factors (see back of page)	Displacement Dwelling	Comparable No.1	Comparable No.2	Comparable No.3
Address				
Type of Unit				
Stories / Style				
Lot Size				
Type of Construction				
Age (in years)				
Condition				
Area of Living Space (sq. ft.)				
No.Rooms/Bedrooms /Baths	/ /	/ /	/ /	/ /
Basement				
Parking/No. of Cars				
Type of Heating /Fuel	/	/	/	/
Type of Air Conditioning				
Neighborhood				
Transportation (distance)				
Current Work (distance)				
High School/Grade School (distance)	/	/	/	/
Neighborhood Shopping (distance)				
Religious Facility (distance)				
Sale Price or Rent/Utility Costs	\$	\$	\$	\$
Other				
Date of Inspection				
Date Available				
Most Representative Comparable Replacement Dwelling (Check "Comparable no.1, 2, or 3" and complete Comments)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: Include appropriate analysis and correlation of data. If Agency makes adjustment to the asking price for a comparable replacement dwelling to reflect the anticipated sale price, indicate the basis for the adjustment. For rental units, indicate utilities included in rent and provide estimates for other utility costs. Indicate availability of any housing subsidy. If condominium or cooperative, indicate required fees. (Continue on back of page)

Comments continued on back of page Yes No

Prepared By	Date (mm/dd/yyyy)	Approved by	Date (mm/dd/yyyy)
-------------	-------------------	-------------	-------------------

Attachment F Sample Notice of Eligibility

GUIDEFORM NOTICE OF ELIGIBILITY FOR URA RELOCATION
ASSISTANCE RESIDENTIAL TENANT

Grantee or Agency Letterhead
(date)

Dear _____:

On _____ (date) ____, the ____ (City, County, State, Public Housing Authority (PHA), other) ____, notified you of proposed plans to ____ (acquire, rehabilitate, or demolish) ____ the property you currently occupy at ____ (address) ____ for a project which could receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the _____ program. On _____ (date) ____, the project was approved and will receive federal funding.

It has been determined that you will be displaced by the project. Since you are being displaced in connection with this federally funded project, you will be eligible for relocation assistance and payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).

This is your Notice of Eligibility for relocation assistance

The effective date of your eligibility is _____. (*Insert date of Initiation of Negotiations, see 49 CFR 24.2(a)(15) or applicable HUD program regulations*)

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

To carry out the project, it will be necessary for you to move. However, **you do not need to move now.** You will be provided written notice of the date by which you will be required to move. This date will be no less than 90 days from the date comparable replacement housing has been made available to you.

Enclosed is a brochure entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments.

The relocation assistance to which you are entitled includes:

Relocation Advisory Services. Including counseling and other assistance to help you find another home and prepare to move.

Payment for Moving Expenses. You may choose: (1) a payment for your actual reasonable moving and related expenses, or (2) a fixed moving payment in the amount of \$ _____ based on the URA Fixed Residential Moving Cost Schedule, or (3) a combination of both.

Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement dwelling, (2) the monthly rent and cost of utility services for your present home, and (3) for low-income persons, 30 percent of your average monthly gross household income. This payment is calculated on the difference in the old and new housing costs for a one- month period and multiplied by 42.

Listed below are three comparable replacement dwellings that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement dwellings.

Address	Rent & Utility Costs	Contact Info
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

We believe that the dwelling located at _____ (*address*) is the most representative of your present home. The monthly rent and the estimated average monthly cost of utilities for this dwelling is \$ _____ and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this dwelling is not comparable to your current home. We can explain our basis for selecting this dwelling as most representative of your current home and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately \$ _____ (42 x \$ _____), if you rent the dwelling identified above as the most comparable to your current home or rent another dwelling of equal cost.

“Even though you will be provided all of the assistance the URA requires for a permanent move, the Authority believes that every resident displaced from the site should have the right to reapply for occupancy once this project is complete. For this reason, after project completion, every resident who receives assistance as a “displaced person” will be contacted and offered an opportunity to reapply for occupancy in the newly-revitalized community. Furthermore, because you will be a former occupant who was “displaced” from the site, you will also receive a priority preference to return.

In the event the number of those who request to return and qualify for housing exceeds the number of units available, rating and ranking criteria will be used to identify those who will be offered a unit at the site until all available units are filled. If you do return, the Authority may help defray the costs of the return move. If you have Replacement Housing Payments not yet spent or obligated, you may be asked to forfeit these payments as a condition for returning to public housing, since this assistance will no longer be necessary to meet your housing needs. Such assistance, if not forfeited, must be considered as income and may affect your eligibility and rent.”

Attachment G Sample 90-Day Notice

GUIDEFORM NOTICE OF ELIGIBILITY FOR 104(d) RELOCATION ASSISTANCE RESIDENTIAL TENANT (Housing Choice Voucher Available*)

Grantee or Agency Letterhead
(date)

Dear _____:

On _____ (date), the _____ (City, County, State, Public Housing Authority (PHA), other), notified you of proposed plans to _____ (demolish or convert) the property you currently occupy at _____ (address) for a project which could receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the _____ (CDBG/HOME/other) program. On _____ (date), the project was approved and will receive federal funding.

It has been determined that you will be displaced by the project. To carry out the project, it will be necessary for you to move.

This is your Notice of Eligibility for relocation assistance

The effective date of your relocation eligibility is _____. *(Insert date of Initiation of Negotiations, see 49 CFR 24.2(a)(15) or applicable HUD program regulations)*

Since you are being displaced in connection with this federally funded project, you will be eligible for relocation assistance and payments calculated under either:

- 1) Section 104(d) of the Housing and Community Development Act of 1974, as amended (section 104(d)), or
- 2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance under the URA, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child, as set forth in 24 CFR 24.208(h). All persons seeking URA relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

(Agency Notice to Vacate Options—choose one:)

- 1) **You do not need to move now.** You will be provided with advance written notice of the date by which you will be required to move. This date will be no less

than 90 days from the date comparable replacement housing has been made available to you.
OR:

2) **This is your 90 day Notice to Move; you must vacate your dwelling no later than _
(insert date)**_____ . At least one comparable dwelling to which you may move has been identified and is listed below. Although you are not required to move to this dwelling, you must move to a decent, safe and sanitary replacement dwelling of your choice in order to receive a replacement housing assistance payment.

The relocation assistance to which you are entitled includes:

Relocation Advisory Services. Including counseling and other assistance to help you find another home and prepare to move.

Security Deposit and Credit Checks. (Security deposit assistance is not available under the URA). Under section 104(d) we can pay the cost of any security deposit required to rent a decent, safe and sanitary replacement dwelling. Payment of credit check costs is eligible under both URA & 104(d).

Payment for Moving Expenses. You may choose: (1) a payment for your actual, reasonable moving and related expenses (including refundable or non-refundable utility deposits), or (2) a fixed moving payment in the amount of \$_____ based on the URA Fixed Residential Moving Cost Schedule, or (3) a combination of both (where reasonable and necessary).

Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors, including your current housing costs, the cost of a comparable replacement dwelling and your household income. Your relocation counselor will provide you with a detailed explanation on how your replacement housing payment was calculated.

Listed below are three comparable replacement dwellings that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement dwellings.

Address	Rent & Utility Costs	Contact Info
1. _____		
2. _____		
3. _____		

We believe that the dwelling at _____ (address) _____ at a monthly rent/utility cost of \$ _____ is the most representative of your present home and our replacement housing payment calculations have been made based on this comparable dwelling. Although you are not required to move to this dwelling, you must move to a decent, safe and sanitary replacement dwelling in order to receive replacement housing assistance. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than \$ _____ per month, your rental assistance payment would be based on the actual cost of such unit. Please contact us immediately if you believe this dwelling is not comparable to your current home. We can explain our basis for selecting this dwelling as most representative of your current home and discuss your concerns.

Based on the information you provided to us about your income and other eligibility criterion, you are eligible for section 104(d) replacement housing assistance through a Housing Choice Voucher.* If you choose to accept the Voucher assistance and rent a comparable replacement dwelling, we estimate your monthly out-of-pocket cost for rent and utilities will be approximately \$ _____ per month based on 30 percent of your adjusted family income. We will explain to you how this assistance is calculated and assist you in completing an application. Voucher assistance may be adjusted periodically to reflect changes in your income and rent. Voucher assistance may continue indefinitely, depending on need and congressional appropriations.

If you choose not to accept the Housing Choice Voucher assistance which is offered, your replacement housing payment will be calculated under the URA. If you choose assistance under the URA and rent a comparable replacement dwelling, we estimate your initial out-of-pocket cost for rent and utilities will be approximately \$ _____ per month. The maximum amount of rental assistance you would be eligible to receive under the URA would be approximately \$ _____ (42 x \$ _____), paid in number of installments. URA assistance is not adjusted to reflect future changes in income or rent.

Should you choose to buy (rather than rent) a decent, safe and sanitary replacement dwelling, there are several options which may be of assistance to you. Let us know if you would prefer to buy a replacement home, and we will help you find such housing and identify which one of the following options can help you accomplish this:

- 1) You would be eligible under the URA for down payment assistance of \$ (indicate all 42 payments as lump sum**). Under the URA, you are not limited in the type of home you choose to purchase.
- 2) Section 104(d) assistance for a down payment is available only to purchase an interest in a housing cooperative or mutual housing association. We estimate that you would be eligible for a down payment of \$ _____ under section 104(d).
- 3) *If the Housing Choice Voucher may be used for homeownership assistance (either for monthly mortgage payments or for downpayment assistance) information on this option should also be included in the letter based on the local PHA policy.*

Enclosed are brochures entitled, "Relocation Assistance to Tenants Displaced From Their Homes" (for URA) and "Relocation Assistance to Persons Displaced from Their Homes (Section 104(d))." Please read these brochures carefully. They explain your rights and some things you must do to obtain relocation payments under the URA or section 104(d). For example, to obtain a replacement housing payment under the URA, you must move to a decent, safe and sanitary replacement dwelling within one (1) year after you vacate your present home.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

Replacement housing payments cannot be provided for a dwelling that is not decent, safe and sanitary. Therefore, do not commit yourself to rent or buy a replacement dwelling until we inspect it.

If you have any questions about this letter and your eligibility for relocation assistance and payments, please contact (name) _____, (title) _____ at (phone) _____, (address) _____ before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled. In order to help you fully participate in the relocation process, reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency. Please let our representative know if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.***

Remember, do not move or commit to the purchase or lease of a replacement dwelling before we have a chance to further discuss your eligibility for relocation assistance.

This letter is important to you and should be retained.

Sincerely,

(name & title)

Enclosure/s

NOTES.

* This Guideform Notice is to be used only where, in addition to URA assistance, the tenant is eligible for section 104(d) assistance and a Housing Choice Voucher (formerly known as Section 8) will be offered in lieu of a cash payment. Section 104(d) eligibility occurs when:

- (a) The project is assisted with CDBG, HOME, UDAG funds or a Section 108 loan guarantee;
- (b) The displaced person meets the definition of "lower income person;" and

(c) The move is a direct result of the demolition of the dwelling unit or the conversion of a lower-income dwelling unit.

** At the agency's discretion, under the URA, a down payment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1))

1. If a Housing Choice Voucher is provided and the cost of a replacement dwelling (the lesser of (a) the comparable replacement dwelling or (b) the actual replacement dwelling) exceeds the voucher payment standard, cash assistance must be provided to cover the gap for a 60-month period. It must be provided in installments (see Paragraph 3-7D).
2. The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See Paragraph 2-3 J of Handbook 1378.)
3. This is a guideform. It should be revised to reflect the circumstances.
4. Optional paragraphs for displaced residents of public housing projects (may be modified based on the PHA's resident return policy):

"Even though you will be provided all of the assistance the URA or section 104(d) requires for a permanent move, the Authority believes that every resident displaced from the site should have the right to reapply for occupancy once this project is complete. For this reason, after project completion, every resident who receives assistance as a "displaced person" will be contacted and offered an opportunity to reapply for occupancy in the newly-revitalized community. Furthermore, because you will be a former occupant who was "displaced" from the site, you will also receive a priority preference to return.

In the event the number of those who request to return and qualify for housing exceeds the number of units available, rating and ranking criteria will be used to identify those who will be offered a unit at the site until all available units are filled. If you do return, the Authority may help defray the costs of the return move. If you have Replacement Housing Payments not yet spent or obligated, you may be asked to forfeit these payments as a condition for returning to public housing, since this assistance will no longer be necessary to meet your housing needs. Such assistance, if not forfeited, must be considered as income and may affect your eligibility and rent."

*** Title VI of the Civil Rights Act of 1964 requires agencies to take reasonable steps to ensure meaningful access to their programs and activities by persons with limited English proficiency. HUD guidance is available at 72 FR 2732 to assist agencies in complying with this requirement. While the text provided regarding language assistance is not required and is provided for illustrative purposes only, providing

appropriate translation and counseling for persons who are unable to read and understand required notices is mandatory. See 49 CFR 24.5.

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Appendix 25

Residential Claim for Moving and Related Expenses

(49 CFR 24.301 and 24.302)

See page 3 for Public Reporting Burden and Privacy
Act Statements before completing this form

For Agency Use Only	Name of Agency	Project Name or Number	Case Number
----------------------------	----------------	------------------------	-------------

Instructions: This claim form is for the use of families and individuals applying for payment of residential moving and related expenses under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). You may be eligible to apply for either (1) a fixed payment (see 24.302), or (2) payment for actual reasonable moving costs and related expenses (see 24.301), or (3) in some cases, a payment based on a combination of moving options (contact Agency). All claims for actual expenses must be supported by receipts or other acceptable evidence. The Agency will explain the differences between the types of moving options and will help you complete this form. HUD provides information on these requirements and other guidance materials on its website at www.hud.gov/relocation. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal. All claims for payments must be filed no later than 18 months from the date of displacement (see 24.207(d)).

1. Your Name(s) (You are the Claimant(s)) and Present Mailing Address	1a. Telephone Number(s)
-----------------------------------------------------------------------	-------------------------

2. Have All Members of the Household Moved to the Same Dwelling? Yes No
(If "No," list the names of all members and the addresses to which they moved in the Remarks Section.)

Dwelling	Address (include Apartment No.)	Number of Rooms of Furniture? *	Date Occupied	Date Vacated
3. Unit That You Moved From				
4. Unit That You Moved To		* Excluding bathrooms, hallways and closets.		

5. Is This a Final Claim? Yes No

6. Certification of Legal Residency in the United States (Please read instructions below before completing this section.)

Instructions: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. **The certification below must be completed in order to receive any relocation benefits.** (This certification may not have any standing with regard to applicable State laws providing relocation benefits.) **Your signature on this claim form constitutes certification.** See 49 CFR 24.208(g) & (h) for hardship exceptions.

Please address only the category (Individual or family) that describes your occupancy status. For item (2), please fill in the correct number of persons.

RESIDENTIAL HOUSEHOLDS

(1) Individual.

I certify that I am: (check one)
_____ a citizen or national of the United States
_____ an alien lawfully present in the United States.

(2) Family.

I certify that there are _____ persons in my household and that
_____ are citizens or nationals of the United States and _____ are aliens lawfully present in the United States.

7. Computation of Payment (See 49 CFR 24.301 and 24.302)

Instructions: You may be eligible to apply for either (1) a fixed payment (see 24.302), or (2) payment for actual and reasonable moving costs and related expenses (see 24.301), or (3) in some cases, a payment based on a combination of moving options (see 24.301(b)). The computation table in this section provides you with the ability to compute your payment based on one or a combination of moving options depending on your eligibility and your needs and desires.

A fixed payment is used to compute a payment based on the numbers of rooms of furniture within the displacement dwelling. The Residential Fixed Moving Cost Schedule available at www.hud.gov/relocation, will provide the payment amount for the state in which the displacement occurred. (Note: for persons occupying a dormitory style room or where the move is performed by the Agency at no cost to the displaced person, the payment amount is limited to the amount specified for such moves on the Fixed Moving Cost Schedule.) If you choose to claim a fixed payment, fill in the applicable schedule amount in column 7c Line (3). In some cases, persons who plans to claim only a fixed payment may also be eligible for additional moving options to move personal property located outside the dwelling and not considered in the Fixed Moving Cost Schedule (jungle gym, hot tub, etc.) or for personal property requiring specialized moving assistance within the dwelling (piano, pool table, medical equipment, etc.). In these situations you may also be eligible for a payment based on actual costs for a commercial move and/or self move for these items. Contact the Agency for further assistance. If the Agency determines you are eligible for other moving options in addition to the fixed payment, fill in all applicable claim information requested for the type(s) of moving option specified in the table.

	7a. Commercial Move (Actual Costs) (Based on lower of 2 bids)		7b. Self Move (Actual Costs) (Not to exceed cost of commercial move)		7c. Self Move (Fixed Schedule) (See 49 CFR 24.302)	
	Claimant	Agency Use	Claimant	Agency Use	Claimant	Agency Use
(1) Moving Cost Expenses (49 CFR 24.301(g)(1-7); see page 3) (Do not include storage costs listed separately below). [For Mobile Home Owner Occupants also include 24.301(g)(8-10), if applicable.]						
(2) Storage Cost (Requires prior agency approval) (Not to exceed 12 months)						
(3) Fixed Moving Cost Schedule Amount (Based on number of rooms of furniture in Item 3). For amount see Moving Cost Schedule available at www.hud.gov/relocation .						

(4) Other (Explain in Remarks Section)					1378 CHG-11		
(5) Total Amount of Claim.					Appendix 25		
(6) Amount Previously Received, if any.							
(7) Amount Requested (Subtract line (6) from line (5))							
(8) Total Amount Requested - Combination Moves Only (add applicable columns 7(a)(7), 7(b)(7) and 7(c)(7))							

Previous versions obsolete.

Page 1 of 3

8. **Certification By Claimant(s):** I certify that this claim and supporting information are true and complete and that I have not been paid for these expenses by any other source. I ask that the amount on line (7) of Item 7 or line (8) of Item 7 for combination made up of the amount paid to me the contractor(s) (as specified in the Remarks Section).

Signature(s) of Claimant(s) & Date:

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

To Be Completed by the Agency

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date (mm/dd/yyyy)
9. Recommended	\$			
10. Approved	\$			

Remarks (Attach additional sheets, if necessary)

Additional sheets attached? Yes No

Eligible Actual Residential Moving Expenses (49 CFR 24.301(g)(1-10))

- (1) Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.
- (2) Packing, crating, unpacking, and uncrating of the personal property.
- (3) Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses, farms or nonprofit organizations this includes machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property.
- (4) Storage of the personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
- (5) Insurance for the replacement value of the property in connection with the move and necessary storage.
- (6) The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
- (7) Other moving-related expenses that are not listed as ineligible under § 24.301(h), as the Agency determines to be reasonable and necessary.
- (8) The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility “hookup” charges.
- (9) The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.
- (10) The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the fee at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation.

Public reporting burden for this collection of information is estimated to average 30 minutes per response. This includes the time for collecting, reviewing, and reporting the data. The information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and implementing regulations at 49 CFR Part 24 and will be used for determining whether you are eligible to receive a payment for moving and related expenses and the amount of any payment. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Privacy Act Notice: This information is being used by an agency administering program services on behalf of HUD for certain HUD programs to determine whether you are eligible to receive a payment for moving and related expenses and the amount of any payment. Periodically, HUD reviews a random sample of the agency files to ensure compliance with statutory and regulatory requirements. The information requested is voluntary, you are not required by law to furnish

this information, but if you do not provide it, you may not receive any payment for these expenses or it may take longer to pay you. This information is being collected under the authority of the Housing and Community Development Act of 1987, 42 U.S.C. 3543, the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et seq., and the Housing and Community Development Act of 1981, P.L. 97-35, 85 stat., 34,408. This information may be shared with Federal agencies and other agencies approved by HUD to administer or assist with services for Uniform Relocation Assistance and Real Property Acquisition Policies Act obligations.

Attachment I URA vs. 104(d) Relocation

PART I. ELIGIBILITY

Subject	URA Regulations	Section 104(d)
Displaced Person	<ul style="list-style-type: none"> Residential tenants and homeowner occupants Nonresidential owners and tenants (businesses, non-profits & farms) 	<p>Only residential tenants are covered</p> <p>Other displaced persons (e.g., homeowners) may be eligible under URA provisions.</p>
Income Requirements	No income requirements, covers persons of all income levels.	Only lower-income (LI) residential tenants
Persons displaced by <u>acquisition</u>	Eligible for assistance.	NA (unless housing units are demolished or LI units are converted ¹)
Persons displaced by <u>rehabilitation</u>	Eligible for assistance.	NA (unless LI units are converted as a result of rehabilitation)
Persons displaced by <u>demolition</u>	Eligible for assistance.	Displaced LI residential tenants are eligible.
Persons displaced by <u>conversion</u> of lower income dwelling	NA (provided no acquisition, rehabilitation, or demolition involved)	Displaced LI tenants eligible only if market rent (including utilities) of the displacement dwelling did not exceed the FMR before conversion.

¹ Conversion (1) This term means altering a housing unit so that it is: (s) Used for non-housing purposes; (ii) Used for housing purposes, but no longer meets the definition of lower-income dwelling unit; or (iii) Used as an emergency shelter. See 24 CFR 42.305.

PART II. RELOCATION ASSISTANCE FOR DISPLACED RESIDENTIAL TENANTS

Subject	URA Regulations	Section 104(d)
Advisory Services	Comprehensive services provided.	Same as URA.
Rental Assistance	Payment equals 42 x monthly rental assistance payment	Payment equals 60 x monthly rental assistance payment
Monthly Rental Assistance Payment	<p>Monthly difference between the lesser of:</p> <p>Old rent/utility costs; 30% of gross monthly income (if low income);</p> <ul style="list-style-type: none"> • Welfare rent (as paid) And <p>Monthly rent/utility costs for the lesser of:</p> <ul style="list-style-type: none"> ➤ comparable or ➤ DSS replacement dwelling occupied 	<p>Monthly difference between Total Tenant Payment² (TTP), the greater of:</p> <ul style="list-style-type: none"> • 30% of adjusted monthly income; • 10% of gross monthly income; <p>Welfare rent (as paid); Minimum Rent (PHAs)</p> <p>And</p> <p>Monthly rent/utility costs for the lesser of:</p> <ul style="list-style-type: none"> ➤ comparable or ➤ DSS replacement dwelling occupied
Use of Government Housing Assistance (Vouchers, etc.)	<p>If displaced residential tenant is not currently receiving government housing assistance, cash replacement housing payment is required (person may accept government housing assistance, if available).</p> <p>If displaced person currently in government assisted housing, must be offered a government assisted rental, unless one is not available</p>	<p>Agency may offer Housing Choice Voucher (Section 8) assistance in lieu of cash replacement housing payment under 104(d).</p> <p>However, LI tenants may request assistance calculated under URA instead.</p>
Pay Security Deposit	Only if non-refundable.	Payment required

² See 24 CFR 5.628 for the definition of Total Tenant Payment (TTP).
Ex. 7-1-2

Subject	URA Regulations	Section 104(d)
Downpayment Assistance	Payment equals 42 x monthly rental assistance payment. Agency may increase up to \$5,250 (if calculation is less).	Limited to purchase of cooperative or mutual housing and based on present (discounted) value of 60 x monthly rental assistance payment.
Moving and Related Expenses	Displaced person may choose: <ul style="list-style-type: none"> • Payment for actual moving and related expenses; • Fixed Residential Moving Cost Schedule; • or in some cases, a combination of both. 	Same as URA.

**MOVE-IN NOTICE
(GUIDEFORM NOTICE TO PROSPECTIVE TENANT)**

Grantee or Agency Letterhead

(date)

Dear _____:

On *(date)* , *(property owner)* submitted an application to the *(Grantee)* for financial assistance under a program funded by the Department of Housing and Urban Development (HUD). The proposed project involves [acquisition] [rehabilitation] [demolition] and/or [conversion] of the property located at *(address)* . Because Federal funds are planned for use in this project, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) [and/or section 104(d) of the Housing and Community Development Act of 1974, as amended] may apply to persons in occupancy at the time the application was submitted for HUD funding. However, if you choose to occupy this property subsequent to the application for federal financial assistance, as a new tenant you will not be eligible for relocation payments or assistance under the URA [and/or section 104(d)].

This notice is to inform you of the following information **before you enter into any lease agreement and/or occupy the property located at the above address:**

- ◆ You may be displaced by the project.
- ◆ You may be required to relocate temporarily.
- ◆ You may be subject to a rent increase.
- ◆ You will not be entitled to any relocation payments or assistance provided under the URA [and/or section 104(d)]. If you have to move or your rent is increased as a result of the above project, you will not be reimbursed for any such rent increase or for any costs or expenses you incur in connection with a move as a result of the project.

Please read this notification carefully prior to signing a rental agreement and moving into the project. If you should have any questions about this notice, please contact *(Grantee)* at *(address and telephone number)* . Once you have read and have understood this notice, please sign the statement below if you still desire to lease the unit.

Sincerely,

 (name and title)

I have read the above information and understand the conditions under which I am moving into this project.

Print Name of Tenant(s)

Signature(s)

Address and Unit Number

Date

NOTE:

This is a guideform. It should be revised to reflect the project circumstances.

Attachment K Definitions

Assisted Activity: Activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488 (c) (1).

Comparable Replacement Dwelling Unit: A dwelling unit that meets the criteria of 49 CFR Part 24.2(d)(1) through (6) and is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" as determined under 24 CFR Part 813.107 after taking into account any rental assistance the household would receive.

Displaced Person: Any low/moderate-income family or individual that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of the conversion of a low/moderate-income dwelling or demolition in connection with an assisted activity.

Low/Moderate-Income Dwelling Unit- A dwelling unit with a market rent (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for Section 8 existing housing established under 24 CFR Part 888. However, the term does not include any unit that is owned and occupied by the same person before and after the assisted rehabilitation.

Low/Moderate-Income Person- A "low- and moderate- income person," as defined in 24 CFR Part 570.3, means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD.

Standard Condition: A dwelling unit that meets all local housing codes; or if there are no local codes, meets all housing quality standards of the Section 8 Existing Housing Programs.

Substandard Condition: Units that, while they may be structurally sound, do not provide safe and adequate shelter, and in their present condition endanger the health, safety, or well-being of the occupants. Such housing has one or more defects, or a combination of potential defects in sufficient number or extent to require considerable repair or rebuilding, or is of inadequate original construction. The defects are either so critical or so widespread that the structure should be extensively repaired or demolished. The estimated cost of the rehabilitation should normally not be less than 25 percent of the value of the property (including land) after rehabilitation. The rehabilitation should be of such scope that, when completed, all the components in the house are operable and should not be anticipated to require any work or major expense over and above normal maintenance for the next five years.

Substandard Condition Suitable For Rehabilitation: A dwelling unit that will have a fair market value, after rehabilitation, greater than the cost of rehabilitation to make the unit standard. The estimated cost of the rehabilitation should normally not be less than 25 percent of the value of the property (including land) after rehabilitation. The rehabilitation should be of such scope that, when completed, all the components in the house are operable and should not be anticipated to require any work or major expense over and above normal maintenance for the next five years.

Vacant Occupiable Dwelling Unit: A vacant dwelling unit that is in a standard condition; or a vacant dwelling unit that is in a substandard condition, but it is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning one year before the date of execution of the agreement by the City covering the rehabilitation or demolition.

Attachment L- Individual Property File Checklist

Acquisition Checklist (Guideform)

Project: _____	Preliminary Title Opinion	____/____/____
Acquisition Case Number: _____	Property Survey	____/____/____
Address of Property Proposed for Acquisition: _____ _____	Request For Environmental Review	____/____/____
	Environmental Clearance	____/____/____
Property Owner: _____	LBP Test Requested (if applicable)	____/____/____
	LBP Test Results	____/____/____
Owner's Address: _____ _____	If Decision Not To Acquire,	____/____/____
	Why _____	_____

Acquisition Actions	Amount	Date of Action	Date of Action	Relocation Actions (if applicable)
Initial Contact With Owner		____/____/____	____/____/____	Occupant Survey
Letter of Interest/Notice to Owner		____/____/____	↔ ____/____/____	1) General Information Notice(s)
Brochure information provided w/Letter		[] Yes - [] No	[] Yes - [] No	Brochure info. provided w/Notice - - Receipt(s) to prove delivery
Invitation to Accompany Appraiser (if applicable)		____/____/____		
Appraisal (if applicable)	\$ _____	____/____/____		
Review Appraisal (if applicable)	\$ _____	____/____/____		
Establishment of Just Compensation	\$ _____	____/____/____		
Offer Letter	\$ _____	____/____/____	↔ ____/____/____	2) Initiation of Negotiation Notice(s)
Summary Statement Included		[] Yes - [] No		[] Notice of Eligibility
Admin. Settlement (if applicable)	\$ _____	____/____/____		[] Notice of Nondisplacement
Eminent Domain Filed (if applicable)		____/____/____	____/____/____	- - Receipt(s) to prove delivery
Court Decision Rendered (if applicable)		____/____/____		Relocation case files related to this acquisition:
Amount of Court Award (if applicable)	\$ _____			_____
Closing/Settlement Statement		____/____/____		_____
Proof of Title (Doc.) _____		____/____/____		_____
Final Title Opinion		____/____/____		_____
Date Title Document Recorded		____/____/____		_____
Acquisition Payment /Court Deposit	\$ _____	____/____/____		

NOTE: The symbol “↔” is inserted at these two stages to remind displacing agencies that these notices are to be sent simultaneously.