

# OFFICE OF LONG-TERM RESILIENCY



## Uniform Relocation Assistance Guide and Residential Anti-Displacement and Relocation Assistance Plan

Version 3.1

August 13, 2025

# VERSION HISTORY

Version Number	Date	Summary of Changes
1.0	09/14/2021	Original Version
1.1	12/3/2021	Updated 6.0 URA Appeals to specify that Appeals must be submitted within sixty (60) of the date the person receives notification of DEO’s decision regarding his or her claim rather than thirty (30) days. Added 3.5 Recordkeeping Requirements
2.0	07/15/2022	2.1.1 One-for-One Replacement added note specifying VHB WFAH and HRRP use of waiver. Updated 3.5 Recordkeeping and Reports to include additional required documents and checklist. Added Appendix A: Attachments Acquisition and Relocation Checklist.
3.0	8/21/2024	Made the following edits in 1.0 Definitions and Acronyms: <ul style="list-style-type: none"> <li>• Removed statement that all definitions are “directly from 49 CFR 24.2” as additional definitions are included in this section.</li> <li>• Added definition of “Citizen” from 49 CFR 24.2</li> <li>• Updated definition of “Comparable Replacement Dwelling” to state that the dwelling is “decent, safe, and sanitary.”</li> <li>• Added definition of “Office of Long-Term Resiliency”</li> <li>• Added definition of “Acquiring Agency”</li> <li>• Added definition of “Displacing Agency”</li> </ul> Added language under 3.1 Acquisition Requirements to include acquisition requirements under Subpart B Updated 3.1.1 Housing Activities to remove duplicative information that was presented in the above section Updated 3.1.2 Business Activities to refer to OLTR’s Hometown Revitalization Program and the applicability of acquisition requirements to this and other “business activities.” Added 3.1.3 Infrastructure Activities to account for acquisitions that may be completed for the purposed of Infrastructure and Mitigation activities Added 3.3.1 Residential Relocation Advisory Services to distinguish the difference between residential and non-residential relocation advisory services Added “Involuntary Acquisition Files” required documentation under 3.5.2 Subrecipient Programs

		<p>Updated 3.6 Comparable Replacement Dwellings to state that a comparable replacement dwelling must be “decent, safe, and sanitary.”</p> <p>Updated the title of 5.0 Permanent Residential Displacement to specify “residential.”</p> <p>Added 6.0 Non-Residential Relocation and its subsections to clarify eligible expenses in non-residential relocation activities.</p> <p>Added language applicable to subrecipient-administered programs to 7.0 FloridaCommerce URA Appeals.</p> <p>Updated instances of “funds allocated under <a href="#">83 FR 5844</a> dated February 9, 2018” to “funds allocated under Public Laws 115-56, 115-123, 115-254, and 116-20” as these sections refer to guidance provided in 83 FR 5844 that is applicable to funds allocated under these public laws for Hurricane Irma and Hurricane Michael recovery.</p> <p>Formatting and branding updated to reflect new agency branding.</p>
3.1	8/13/2025	<p>Added section 2.1.1.1 Requirements under 24 CFR 42</p> <p>Removed language regarding the timeline of provision of notices from 3.3.1 General Information Notice (GIN). GINs will be sent</p>

## **VERSION POLICY**

Version history is tracked in the Version History Table (page i), with notes regarding version changes. Dates of each publication are also tracked in this table.

Substantive changes in this document that reflect a policy change will result in the issuance of a new version of the document. For example, a substantive policy change after the issuance of Version 1.0 would result in the issuance of Version 2.0, an increase in the primary version number. Non-substantive changes such as minor wording and editing or clarification of existing policy that do not affect interpretation or applicability of the policy will be included in minor version updates denoted by a sequential number increase behind the primary version number (i.e., Version 2.1, Version 2.2, etc.).

## **POLICY CHANGE CONTROL**

Policy review and changes for the State of Florida Office of Long-Term Resiliency are considered through a change-control process. Policy clarifications, additions, or deletions are needed during the course of the program to more precisely define the rules by which the Program will operate. Program staff will document policy-change requests that will be tracked in the program files. Requests are compiled and brought before supervisory staff in a policy meeting. Subject matter experts working in a particular policy area or task area that will be affected by the policy decision may be invited to assist in policy evaluation, if necessary. Policy meetings will be held as frequently as is necessary to consider policy decisions critical to moving the Program forward in a timely manner. Policy decisions will be documented and will result in the revision of the document in question.

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# 1.0 Definitions and Acronyms

**100-year floodplain:** The area subject to inundation from a flood having a 1% or greater chance of being equaled or exceeded in any given year.

**Agency:** The state agency, or person that acquires real property or displaces a person.

**Applicant:** Any individual property owner who submits an application for assistance to a Rebuild Florida Program, or a program funded by Rebuild Florida.

**Appraisal:** A written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

**Area Median Income (AMI):** The median (middle point) household income for an area adjusted for household size as published and annually updated by the United States Department of Housing and Urban Development (HUD). Once household income is determined, it is compared to HUD's income limit for that household size.

**Acquiring Agency:** the entity that is acquiring the property to be used for a federally funded project.

**Business:** Any lawful activity, except a farm operation, that is conducted;

- Primarily for the purchase, sale, lease and/or rental of personal and/or real property, and/or for the manufacture, processing, and/or marketing of products, commodities, and/or any other personal property;
- Primarily for the sale of services to the public;
- Primarily for outdoor advertising display purposes, when the display must be moved as a result of the project; or
- By a nonprofit organization that has established its nonprofit status under applicable Federal or State law.

**CDBG-DR:** Community Development Block Grant-Disaster Recovery.

**Citizen:** Per 49 CFR 24.2, citizens of the United States and noncitizen nationals.

**Comparable Replacement Dwelling:** A dwelling which is decent, safe, and sanitary, and is functionally equivalent to the displacement dwelling. The term functionally equivalent means that it performs the same function and provides the same utility. While a comparable replacement dwelling need not possess every feature of the displacement dwelling, the principal features must be present.

**Decent, safe, and sanitary dwelling:** The term *decent, safe, and sanitary dwelling* means a dwelling which meets local housing and occupancy codes. However, any of the following standards which are not met by the local code shall apply unless waived for good cause by the Federal Agency funding the project. The dwelling shall:

- Be structurally sound, weather tight, and in good repair;
- Contain a safe electrical wiring system adequate for lighting and other devices;
- Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person, except in those areas where local climatic conditions do not require such a system;
- Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person. The number of persons occupying each habitable room used for sleeping purposes shall not exceed that permitted by local housing codes or, in the absence of local codes, the policies of the displacing Agency. In addition, the displacing Agency shall follow the requirements for separate bedrooms for children of the opposite gender included in local housing codes or in the absence of local codes, the policies of such Agencies;

- There shall be a separate, well lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator;
- Contains unobstructed egress to safe, open space at ground level; and
- For a displaced person with a disability, be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by such displaced person.

**Disability:** For the purposes of the program, “disability” is consistent with federal law under The Social Security Act, as amended, 42 U.S.C. 423(d), The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12102(1) -(3), and in accordance with HUD regulations at 24 CFR 5.403 and 891.505.

**Displaced person:** Is defined in 24 CFR 570.606(2) as any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a **direct** result of rehabilitation, demolition, acquisition for any activity assisted under this part, for a period of more than twelve (12) months. More information on this definition can be located at 49 CFR § 24.2(a)(9).

**Displacing Agency:** the entity that is permanently or temporarily displacing residents, businesses, farms, and/or non-profits resulting from a federally funded project.

**Dwelling:** The place of permanent or customary and usual residence of a person, according to local custom or law, including a single family house; a single family unit in a two-family, multi-family, or multi-purpose property; a unit of a condominium or cooperative housing project; a non-housekeeping unit; a mobile home; or any other residential unit.

**Dwelling site:** A land area that is typical in size for similar dwellings located in the same neighborhood or rural area. (See Appendix A, [24.2\(a\)\(11\)](#).)

**Farm operation:** Any activity conducted solely or primarily for the production of one or more agricultural products or commodities, including timber, for sale or home use, and customarily producing such products or commodities in sufficient quantity to be capable of contributing materially to the operator's support.

**Federal financial assistance:** A grant, loan, or contribution provided by the United States, except any federal guarantee or insurance and any interest reduction payment to an individual in connection with the purchase and occupancy of a residence by that individual.

**Federal Register:** The official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices. It is published daily, except on federal holidays. A Federal Register Notice (FRN) is issued for each CDBG-DR funded disaster. The FRN outlines the rules that apply to each allocation of disaster funding.

**FEMA:** Federal Emergency Management Agency

**FloridaCommerce:** Florida Department of Commerce is the governor-designated state authority responsible for administering all U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) and Community Development Block Grant-Mitigation (CDBG-MIT) funds awarded to the state.

**Household:** All persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together or any other group of related or unrelated persons who share living arrangements. For housing activities, the test of meeting the Low- to -Moderate income objective is based on the LMI of households.

**Household income:** Total gross income received for a **twelve (12) month** period from all sources (earned and unearned) including, but not limited to wages, salary, child support, alimony, unemployment

benefits, workers compensation, social security, or the net income from a business. It does not include income received or earned by dependent children and full-time students under 18 years of age. (See Appendix A, [24.2\(a\)\(14\)](#) for examples of exclusions to income.)

**HRRP:** Rebuild Florida's Housing Repair and Replacement Program

**HUD:** U.S. Department of Housing and Urban Development

**ION:** Initiation of Negotiations

**Low to Moderate Income (LMI) National Objective:** Activities which benefit households whose total annual gross income does not exceed 80% of Area Median Income (AMI), adjusted for family size. Income eligibility will be determined and verified in accordance with HUD guidance. The most current income limits, published annually by HUD, will be used to verify the income eligibility of each household applying for assistance at the time assistance is provided.

- Extremely low: Household's annual income is up to 30% of the area median family income, as determined by HUD, adjusted for family size
- Very Low: Household's annual income is between 31% and 50% of the area median family income, as determined by HUD, adjusted for family size
- Low: Household's annual income is between 51% and 80% of the area median family income, as determined by HUD, adjusted for family size

**MID:** Most Impacted and Distressed Area

**Mobile/Manufactured Housing Unit (MHU):** A structure, transportable in one or more sections which, in the traveling mode is 8-body-feet or more in width or 40 body-feet or more in length, or when erected on site, is at least 320 square feet, and is built on a permanent chassis designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. It may sometimes be referred to as a mobile home.

**Mortgage:** The term mortgage means such classes of liens as are commonly given to secure advances on, or the unpaid purchase price of real property, under the laws of the state in which the real property is located, together with the credit instruments, if any, secured thereby.

**NFIP:** National Flood Insurance Program.

- NFIP Zone A refers to those applicants within the 100-year flood zone.
- NFIP Zone V refers to those applicants within the 100-year flood zone with velocity (coastal storm surge risk).
- NFIP Zone X refers to those applicants outside of the 100-year flood zone

**Nonprofit organization:** An organization that is incorporated under the applicable laws of a state as a nonprofit organization, and exempt from paying federal income taxes under Section 501 of the [Internal Revenue Code \(26 U.S.C. 501\)](#). Pursuant to an alternative requirement established by 83 FR 5844, all references to states and state grantees shall include the State of Florida.

**Office of Long-Term Resiliency (OLTR):** The Florida Department of Commerce's office dedicated to the administration of CDBG-DR and CDBG-MIT funded programs and activities.

**Owner of a dwelling:** A person who is considered to have met the requirement to own a dwelling if the person purchases or holds any of the following interests in real property;

- Fee title, a life estate, a land contract, a 99-year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition; or
- An interest in a cooperative housing project which includes the right to occupy a dwelling; or
- A contract to purchase any of the interests or estates described in [24.2\(a\)\(1\)\(i\)](#) or (ii) of this section; or

- Any other interest, including a partial interest, which in the judgment of the Agency warrants consideration as ownership.

**Person:** Any individual, family, partnership, corporation, or association.

**Program or project:** Any activity or series of activities undertaken by a federal agency or with federal financial assistance received or anticipated in any phase of an undertaking in accordance with the federal funding agency guidelines.

**Real Property:** land, including any land improvements and structures. It excludes moveable machinery and equipment. It includes land, air rights, easements, water rights, rights-of-way, buildings, and other real property improvements.

**Rehabilitation:** Repair or restoration of housing units in the disaster-impacted areas to applicable construction codes and standards.

**Replacement:** Demolition, removal and replacement of a damaged dwelling unit with a new one in substantially the same footprint or at a new location if the original damaged unit was on leased land and the unit owner must relocate to a new property. Relocation of a new dwelling unit will require additional environmental review.

**Small business:** A business having not more than 500 employees working at the site being acquired or displaced by a program or project, which site is the location of economic activity. Sites occupied solely by outdoor advertising signs, displays, or devices do not qualify as a business for purposes of [24.304](#).

**Subrecipients:** Subgrantees of FloridaCommerce funds who have an executed subrecipient agreement with FloridaCommerce.

**Tenant:** A person who has the temporary use and occupancy of real property owned by another.

**Unlawful occupant:** A person who occupies without property right, title or payment of rent or a person legally evicted, with no legal rights to occupy a property under state law. An agency, at its discretion, may consider such person to be in lawful occupancy.

**URA:** Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

**Utility costs:** Expenses for electricity, gas, other heating and cooking fuels, water, and sewer.

**Utility facility:** Any electric, gas, water, steam power, or materials transmission or distribution system; any transportation system; any communications system, including cable television; and any fixtures, equipment, or other property associated with the operation, maintenance, or repair of any such system. A utility facility may be publicly, privately, or cooperatively owned.

**Utility relocation:** The adjustment of a utility facility required by the program or project undertaken by the displacing agency. It includes removing and reinstalling the facility, including necessary temporary facilities; acquiring necessary right-of-way on a new location; moving, rearranging, or changing the type of existing facilities; and taking any necessary safety and protective measures. It shall also mean constructing a replacement facility that has the functional equivalency of the existing facility and is necessary for the continued operation of the utility service, the project economy, or sequence of project construction.

**Waiver valuation:** The valuation process used and the product produced when the agency determines that an appraisal is not required, pursuant to [24.102\(c\)\(2\)](#) appraisal waiver provisions.

## 2.0 Introduction and Background

FloridaCommerce plans to minimize displacement of persons or entities and assist persons or entities displaced as a result of implementing a project with CDBG-DR funds. This is not intended to limit the ability of FloridaCommerce to conduct buyouts or acquisitions for destroyed and extensively damaged units or units in a floodplain. FloridaCommerce will ensure that the assistance and protections afforded to persons or entities under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and Section 104(d) of the Housing and Community Development Act (HCD) of 1974 are available. FloridaCommerce plans to exercise the waivers set forth in Federal Register/Vol. 83, No. 28/Friday, February 9, 2018 pertaining to URA and HCD Acts given its priority to engage in voluntary acquisition and optional relocation activities to avert repeated flood damage and to improve floodplain management.

In addition, HUD requires FloridaCommerce to define “demonstrable hardship” and how it applies to applicants. FloridaCommerce will define “demonstrable hardship” as exceptions to program policies for applicants who demonstrate undue hardship. Applicants in this situation will be reviewed on a case-by-case basis to determine whether assistance is required to alleviate such hardship. Demonstrable hardship may include, but is not limited to, excessive amounts of debt due to a natural disaster, disability, etc.

### 2.1 Applicable Waivers and Alternative Requirements

HUD has waived select requirements of URA and section 104(d) of the Housing and Community Development Act listed below, concerning the use of CDBG-DR funds allocated under Public Laws 115-56, 115-123, 115-254, and 116-20.

Activities and projects undertaken with CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601 et seq.) (“URA”) and section 104(d) of the Housing and Community Development Act (HCD) Act (42 U.S.C. 5304(d)) (Section 104(d)). The implementing regulations for the URA are at 49 CFR Part 24. The regulations for section 104(d) are at 24 CFR Part 42, subpart C. For the purpose of promoting the availability of decent, safe, and sanitary housing, HUD is waiving the following URA and section 104(d) requirements with respect to the use of CDBG-DR funds allocated under Public Laws 115-56, 115-123, 115-254, and 116-20. All language referencing waivers is taken directly from Federal Register Notice (FRN) [83 FR 5844](#).

#### 2.1.1 One-for-One Replacement

One-for-one replacement requirements at section 104(d)(2)(A)(i) and (ii) and (d)(3) of the HCD Act and 24 CFR 42.375 are waived in connection with funds allocated under Public Laws 115-56, 115-123, 115-254, and 116-20, for lower-income dwelling units that are damaged by the disaster and not suitable for rehabilitation. The section 104(d) one-for-one replacement requirements generally apply to demolished or converted occupied and vacant occupiable lower-income dwelling units. This waiver exempts disaster-damaged units that meet the grantee’s definition of “not suitable for rehabilitation” from the one-for-one replacement requirements. FloridaCommerce has defined “not suitable for rehabilitation” in its action plan governing these activities, as required by HUD. FloridaCommerce CDBG-DR staff will contact the HUD regional relocation specialist responsible for this jurisdiction when questions arise regarding one-for-one replacement.

HUD is waiving the section 104(d) one-for-one replacement requirement for lower-income dwelling units that are damaged by the disaster and not suitable for rehabilitation because it does not account for the large, sudden changes that a major disaster may cause to the local housing stock, population, or economy. Further, the requirement may discourage grantees from converting or demolishing disaster damaged housing when excessive costs would result from replacing all such units. Disaster-damaged housing structures that are not suitable for rehabilitation can pose a threat to public health and safety and

to economic revitalization. FloridaCommerce will reassess post-disaster population and housing needs to determine the appropriate type and amount of lower-income dwelling units to rehabilitate and/or rebuild.

The demolition and/or disposition of PHA owned public housing units is covered by section 18 of the United States Housing Act of 1937, as amended, and 24 CFR part 970.

The Florida Department of Commerce (FloridaCommerce) defines “not suitable for rehabilitation” as one of the two following definitions:

1. Residential properties that have experienced repetitive losses under FEMA’s National Flood Insurance Program (NFIP).
2. Dwellings that are considered substandard and do not meet the recovery program’s housing rehabilitation standards and/or federal, state, local code requirements shall be deemed not suitable for rehabilitation, as determined by the program and consistent with program guidelines. A structure is not suitable for rehabilitation if the cost of repair is unreasonable based on program standards as specified in the applicable program guidelines.

For storms occurring after 2020 the one-for-one replacement waiver only applies to eligible owner-occupied houses. FloridaCommerce is required to adhere to one-for-one replacement requirements for tenant occupied houses and houses damaged by storms occurring after 2020.

Note: FloridaCommerce will not acquire properties for demolition through the Voluntary Home Buyout (VHB) program if the property is suitable for rehabilitation. Workforce Affordable Housing (WFAH) is new construction on undeveloped land and does not include demolition as a component of the program. Additionally, the Housing Repair and Replacement Program (HRRP) follows their **Not Suitable for Rehabilitation Standard Operating Procedures** to determine if a structure is suitable for rehabilitation and includes demolition only where reconstruction is determined to be necessary for the identified dwelling.

### 2.1.1.1 Requirements under 24 CFR 42

Requirements of 24 CFR 42 are applicable to CDBG-funded programs or activities when lower-income (LMI) housing units, whether occupied or vacant and occupiable, are demolished or converted to a use other than LMI dwelling units. The requirements include the following:

- Demolished or converted units must be replaced on a one-for-one basis with comparable lower-income dwelling units.
- Replacement units must be in the subrecipient's jurisdiction and, to the extent possible, within the same neighborhood.
- Replacement units must be of sufficient number and size to house the number of occupants that could have occupied the units being demolished or converted. Replacement housing cannot be smaller than the units they are replacing (i.e., replacing two-bedroom units with one-bedroom units) unless it is demonstrated that the smaller units are consistent with the needs assessment in the HUD-approved consolidated plan. Non-entitlement local governments that do not have a consolidated plan must make available public information demonstrating that the replacement housing is consistent with the housing needs of lower-income households in its jurisdiction.
- Units must be in standard condition. Replacement housing can be obtained from substandard units improved to standard condition provided no person was displaced from the unit and the unit was vacant for 3 months before an agreement was executed with the property owner.
- Units must initially be made available for occupancy at any time during the period beginning 1 year before the subrecipient makes public the information demonstrating that replacement housing is not required, (see above) and ending 3 years after the completion of the demolition or rehabilitation related to the conversion.

- Units must remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement housing may include public housing or existing housing receiving Section 8 project-based assistance.
- Before the subrecipient enters into a contract to provide funds to demolish or convert lower-income dwelling units, the subrecipient must make the following available to the CDBG-DR program:
  - A description of the proposed assisted activity
  - A map of the location identifying the number of dwelling units by size (number of bedrooms) that will be demolished or converted
  - A time schedule for commencement and completion of the demolition or conversion
  - A map of the location and the number of dwelling units by size (i.e., number of bedrooms) that will be provided as replacement units
  - If the information is not available, include the general location on a map, identify the approximate number of dwelling units by size, and provide information as to when the specific location and number of units by size will be submitted and disclosed to the public.
- The source of funding and the time schedule for providing the replacement units
- The basis for concluding the replacement units will be available to lower-income households for at least 10 years from the date of initial occupancy
- Information demonstrating that any proposed smaller units used as replacement units are consistent with the needs assessment in the HUD-approved consolidated plan.
- For non-entitlement local governments that do not have a consolidated plan, information should be made available to the public demonstrating that the replacement housing is consistent with the housing needs of lower-income households in its jurisdiction.
- Replacement housing is not required if the HUD field office determines, based on objective data, that there is an adequate supply of vacant lower-income units in standard condition and available on a non-discriminatory basis within the area. The subrecipient must submit the required information to the CDBG-DR program staff to support the conclusion the replacement housing is not required. The submitted information must be made public and inform interested parties that they have 30 days from the date of submission to provide the state opposing information. If the state agrees with the request, the state must provide its recommendation and supporting information to the field office. Similar requirements must be met if the state intends to demonstrate that replacement housing is not required.
- Anyone who disagrees with a displaced-person determination or the amount of relocation assistance received can file a written appeal with the subrecipient. If the appeal is not resolved with the subrecipient, the appealing individual may submit a written request for the state to review the determination. Similarly, in the instance where the state has directly undertaken an activity that results in an individual that disagrees with the state's displaced-person determination or the amount of relocation assistance provided, a written appeal can be filed with the state. If the appeal is not resolved with the state, the appealing individual may submit a written request for HUD to review the determination. If full relief is not granted, the individual must be advised, by the subrecipient or the state, as appropriate, of his or her right to seek judicial review.

## 2.1.2 Relocation Assistance

The relocation assistance requirements at section 104(d)(2)(A) of the HCD Act and 24 CFR 42.350 are waived to the extent that they differ from the requirements of the URA and implementing regulations at 49 CFR part 24, as modified by [FRN 83 FR 5844](#), for activities related to disaster recovery. Without this waiver, disparities exist in relocation assistance associated with activities typically funded by HUD and FEMA (e.g., buyouts and relocation). Both FEMA and CDBG funds are subject to the requirements of the URA; however, CDBG funds are subject to section 104(d), while FEMA funds are not. The URA provides

at 49 CFR 24.402(b) that a displaced person is eligible to receive a rental assistance payment that is calculated to cover a period of 42 months. By contrast, section 104(d) allows a lower-income displaced person to choose between the URA rental assistance payment and a rental assistance payment calculated over a period of 60 months. This waiver of the section 104(d) relocation assistance requirements assures uniform and equitable treatment by setting the URA and its implementing regulations as the sole standard for relocation assistance under the Federal Register Notice. If CDBG-DR is matched with any other HUD funding sources, it will be subject to standard URA or Section 104(d) of the Housing and Community Development Act requirements.

### 2.1.3 Tenant-Based Rental Assistance

The requirements of sections 204 and 205 of the URA, and 49 CFR 24.2(a)(6)(vii), 24.2(a)(6)(ix), and 24.402(b) are waived to the extent necessary to permit a grantee to meet all or a portion of a grantee's replacement housing payment obligation to a displaced tenant by offering rental housing through a Tenant Based Rental Assistance (TBRA) housing program subsidy (e.g., Section 8<sup>1</sup> rental voucher or certificate), provided that comparable replacement dwellings are made available to the tenant in accordance with 49 CFR 24.204(a) where the owner is willing to participate in the TBRA program, and the period of authorized assistance is at least 42 months.

### 2.1.4 Arm's Length Voluntary Purchase

The requirements at 49 CFR 24.101(b)(2)(i) and (ii) are waived to the extent that they apply to an arm's length voluntary purchase carried out by a person who uses funds allocated under Public Laws 115-56, 115-123, 115-254, and 116-20 and does not have the power of eminent domain, in connection with the purchase and occupancy of a principal residence by that person. Given the often-large-scale acquisition needs of grantees, this waiver is necessary to reduce burdensome administrative requirements following a disaster. Grantees are reminded that tenants occupying real property acquired through voluntary purchase may be eligible for relocation assistance.

### 2.1.5 Optional Relocation Policies

The regulation at 24 CFR 570.606(d) is waived to the extent that it requires optional relocation policies to be established at the grantee level. Unlike the regular CDBG program, states may carry out disaster recovery activities directly or through subrecipients, but 24 CFR 570.606(d) does not account for this distinction. This waiver makes clear that grantees receiving CDBG-DR funds under [FRN 83 FR 5844](#) may establish optional relocation policies or permit their subrecipients to establish separate optional relocation policies. This waiver is intended to provide States with maximum flexibility in developing optional relocation policies with CDBG-DR funds.

### 2.1.6 Displacement Due to a Major Disaster

Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act states that no person otherwise eligible for replacement housing payment under URA shall be denied that eligibility for failure to meet the occupancy requirements set by the URA due to being displaced from the subject property as a result of a major disaster as determined by the President. Section 414 of the Stafford Act (including its implementing regulation at 49 C.F.R. § 24.403(d)(1)), is waived to the extent that it would apply to real property acquisition, rehabilitation or demolition of real property for a CDBG- DR funded project commencing more than one year after the date of the latest applicable Presidentially declared disaster undertaken by the grantees, or subrecipients, provided that the project was not planned, approved, or otherwise underway prior to the disaster.

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<sup>1</sup> Section 8 of the Housing Act of 1937, often called Section 8, as repeatedly amended, authorizes the payment of rental housing assistance to private landlords on behalf of approximately 4.8 million low-income households, as of 2008, in the United States.

For purposes of this paragraph, a CDBG–DR funded project shall be determined to have commenced on the earliest of: (1) The date of an approved Request for Release of Funds and certification, or (2) the date of completion of the site-specific review when a program utilizes tiering, or (3) the date of sign-off by the approving official when a project converts to exempt under 24 C.F.R. § 58.34(a)(12).

This waiver does not apply concerning persons that meet the occupancy requirements to receive a replacement housing payment under the URA nor does it apply to persons displaced or relocated temporarily by other HUD-funded programs or projects. Such persons' eligibility for relocation assistance and payments under the URA is not impacted by this waiver.

## 3.0 Activities

### 3.1 Acquisition Requirements

The URA categorizes acquisitions into two types, voluntary and involuntary. Involuntary acquisitions are subject to Subpart B of the URA, while voluntary acquisitions are exempt from those requirements. Voluntary acquisitions are those that meet all the following conditions, as outlined in 49 CFR 24.101(b)(1):

- No specific site or property needs to be acquired.
- Property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
- FloridaCommerce will not acquire property if the negotiations fail to reach an amicable agreement, and the owner of such property is so informed in writing.
- FloridaCommerce will inform the owner in writing of what it believes to be the fair market value of the property.

FloridaCommerce will generally prioritize voluntary acquisitions. For more information regarding procedures for voluntary acquisitions, see 3.1.1 Voluntary Acquisition Requirements. Involuntary acquisitions are those that fail to meet one or more of the above listed criteria. For more information regarding procedures for involuntary acquisition, see 3.1.2 Involuntary Acquisition Requirements.

It is the policy of FloridaCommerce that, regardless of acquisition type, no real property will be acquired through eminent domain or other acquisition methods should negotiations fail. Any acquisition method that does not give the opportunity for the property owner to receive an offer of just compensation and negotiate said offer will not be allowed. Regardless of acquisition type, property owners should be informed by the acquiring agency that eminent domain and other methods of acquisition that do not allow the owner to negotiate with the acquiring agency will not be allowed.

Demolition or rehabilitation activities conducted by FloridaCommerce following acquisition of storm damaged properties will be considered to have met the criteria that no specific site or property needs to be acquired as such demolition or rehabilitation activities are created in response to the acquisition.

In acquisitions which meet all four criteria for voluntary acquisition, per Subpart B of the URA, owner-occupants are considered persons not displaced, in accordance with 49 CFR 24.2(a)(9)(ii)(E). Tenants may be considered displaced persons, if they do not fit the criteria of persons not displaced according to 49 CFR 24.2(a)(9)(ii).

FloridaCommerce will not serve as the acquiring agency as FloridaCommerce direct implementation programs do not acquire property. Subrecipients are responsible for acquisition requirements within their programs.

FloridaCommerce activities include rehabilitation, reconstruction, new construction, demolition, and acquisition of storm-damaged properties. Prospective Agency activities may result in temporary relocation or permanent displacement subject to URA.

Displacement resulting from pre-award activities in which federal funds have not yet been anticipated is generally not considered to be undertaken for a program or project administered by FloridaCommerce, meaning that URA will not apply. See “Displacement Due to Major Disaster” Waiver as detailed in 83 FR 5844 waiver of section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

#### 3.1.1 Voluntary Acquisition Requirements

In cases of voluntary acquisition, it is the acquiring agency’s responsibility to keep documentation that shows that the acquisition complies with the criteria that exempts it from Subpart B. Should the acquiring

agency be unable to provide such documentation, the requirements of Subpart B will apply. For more information regarding the requirements of Subpart B, see 3.1.2 Involuntary Acquisition Requirements.

If the acquiring agency has documentation to prove that the criteria for exemption from Subpart B has been met, the acquisition will be considered voluntary and the following steps must be taken by the acquiring agency:

1. Property Owner Notification – This preliminary notification serves as the initial contact with the property owner. This notification must be sent as soon as feasible and must include the HUD brochure “When a Public Agency Acquires Your Property”. This notification must also include language that clearly states that eminent domain will not be used and that the property will not be acquired should negotiations fail.
2. Tenant Notification – As soon as feasible, the acquiring agency will notify tenants of the acquisition via a General Information Notice (GIN) that explains that the occupant may be relocated, that they will be given reasonable advisory services, and that they will be given reasonable time to relocate. The GIN should clearly state that this does not serve a notice to relocate. For more information regarding the GIN, see 3.4.1 General Information Notice (GIN).
3. Estimate of Market Value – Voluntary acquisition does not require an appraisal; however, it is recommended that appraisals be conducted, particularly for high value and/or complex properties. The acquiring agency must have a policy or procedure that discloses the method for establishing market value.
4. Negotiations – Once market value has been determined, the acquiring agency will submit a written offer to the property owner. The property owner must be given a reasonable amount of time to respond. Should the property owner choose to present a counteroffer, the acquiring agency must consider the counteroffer before choosing to accept or reject it.

### 3.1.2 Involuntary Acquisition Requirements

If the acquiring agency cannot document that all conditions of 49 CFR 24.101(b)(1) are met, then the acquisition is subject to all requirements of Subpart B.

In cases where the acquisition is subject to Subpart B, each of the following steps must be taken by the acquiring agency:

1. Notice to Owner – As soon as feasible, the acquiring agency will send a written notice to the owner of the property that advises the owner of the acquiring agency’s desire to acquire the property. The Notice to Owner must set forth the minimum rights and protections for property owners as established in the URA.
2. Appraisals – If an acquisition is subject to Subpart B, an appraisal must be completed and must comply with the applicable requirements of 49 CFR 24.102 and 49 CFR 24.103, including the following:
  - A. Required qualifications for appraisers must be determined by the acquiring agency.
    - i. The property owner must have the opportunity to accompany the appraiser during the inspection of the property to be acquired. All reasonable requests by the owner to meet with the appraiser must be honored.
    - ii. The appraisal must contain:
      - a. The physical characteristics of the property being appraised (and, in cases of partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property;
      - b. All relevant and reliable approaches to value consistent with established federal and federally-assisted program appraisal practices. If the appraiser

- uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value;
- c. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction;
  - d. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate; and
  - e. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.
- iii. The appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner.
  - iv. If the owner of a real property improvement is permitted to retain it for removal from the project site, the amount to be offered for the interest in the real property to be acquired shall not be less than the difference between the amount determined to be just compensation for the owner's entire interest in the real property and the salvage value of the retained improvement.
  - v. Appraisals are not required if:
    - a. The owner of the property donates the property; or
    - b. The valuation is uncomplicated and anticipated to be at or below \$10,000.00.
3. Appraisal Review – After the appraisal is complete, a qualified review appraiser must examine the presentation and analysis of the market information in all appraisals to assure that they meet the appraisal requirements listed above. Any revisions to the appraisal must be completed before the completion of the appraisal review. If a review appraiser is unable to recommend an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain an additional appraisal, the review appraiser may present and analyze market information to support a recommended value.
    - A. The review appraiser must create a report that includes:
      - i. Findings and conclusions arrived at during the review;
      - ii. Damages or benefits to any remaining property; and
      - iii. Signed certification that states the parameters of the review and the approved value of the property.
  4. Establishment and offer of just compensation – Prior to initiation of negotiations, FloridaCommerce's subrecipient must determine the amount of compensation that will be offered to the property owner. Just compensation cannot be lower than appraised value. If a subrecipient determines an offer of just compensation that is higher than the appraised value, the subrecipient must receive written approval from FloridaCommerce prior to presenting this offer to the property owner. Soon after the establishment of just compensation, the acquiring agency shall make a written offer to the owner to acquire the property for the full amount believed to be just compensation.
  5. Summary statement – Along with the initial written purchase offer, the owner shall be given a written statement of the basis for the offer of just compensation. The written offer shall include:
    - A. A statement of the amount offered as just compensation;
    - B. A description and location identification of the real property and the interest in the real property to be acquired.

6. Negotiations – The acquiring agency shall make all reasonable efforts to contact the owner or the owner’s representative and discuss its offer to purchase the property, including the basis for the offer of just compensation and explain its acquisition policies and procedures. The owner shall be given reasonable opportunity to consider the offer and present material which the owner believes is relevant to determining the value of the property and to suggest modification in the proposed terms and conditions of the purchase. The acquiring agency shall consider the owner’s presentation. If the subrecipient wishes to accept a property owner’s counteroffer and the counteroffer is higher than the appraised value, the subrecipient must receive written approval from FloridaCommerce before accepting the counteroffer.

### 3.1.3 Housing Activities

FloridaCommerce’s housing activities are divided into the following types of housing programs:

- Directly-implemented housing repair and replacement programs
- HRRP
- Housing Oversubscription Program (HOP)
- Multiple Impact Program (MIP)
- Subrecipient-implemented housing repair and replacement programs (Subrecipient HRRP)
- Buyout Programs (VHB)
- New construction housing programs (WFAH).

Demolition may be an eligible activity within HRRP, HOP and MIP, and acquisition and demolition may be eligible activities under the VHB and WFAH. Under VHB, relocation is accomplished through program-acquisition of storm-damaged property and provision of a replacement dwelling to tenants. Program guidelines are available on the applicable storm page accessible via [www.floridajobs.org/CDBG-DR](http://www.floridajobs.org/CDBG-DR).

URA acquisition requirements found in 49 CFR 24 Subpart B generally will not apply to housing acquisitions within the HRRP, HOP, MIP, VHB, and WFAH Programs completed by FloridaCommerce and its subrecipients, as housing acquisitions completed within these programs meet the conditions which exempt projects from the requirements of 49 CFR 24 Subpart B. It is the acquiring agency’s responsibility to keep documentation that shows that acquisitions under these programs comply with the criteria for voluntary acquisition. Should the acquiring agency be unable to provide such documentation, the requirements of Subpart B will apply.

If the acquiring agency is able to provide documentation that the criteria for voluntary acquisitions are met, owners of properties acquired under these programs are not considered displaced persons, (see 49 CFR 24.2(a)(9)(ii)(E) or (H)), and as such, are not entitled to relocation assistance benefits under URA. However, tenants on such properties may be eligible for relocation assistance benefits. For more information regarding tenant benefits for permanent displacement, see 5.0 Permanent Displacement.

If the acquiring agency is unable to provide evidence that the criteria for voluntary acquisition apply, the requirements of Subpart B will be triggered, causing the acquisition to be considered involuntary. Should Subpart B requirements apply, the owner of the acquired property may be eligible for relocation benefits.

HRRP and WFAH may result in temporary displacement. For more information regarding tenant benefits in cases of temporary displacement, see 4.0 Temporary Displacement (Temporary Relocation).

Per 49 CFR 24.2 (26) tenant is defined as a person who has the temporary use and occupancy of real property owned by another.

### 3.1.4 Business Activities

FloridaCommerce’s Hometown Revitalization Program (HRP) may have projects that involve the acquisition of business or non-profit properties for the purpose of demolition or rehabilitation. HRP acquisitions must meet the criteria listed in 49 CFR 24.101(b)(1) and are considered voluntary. Therefore,

acquisitions of commercial properties within HRP are generally not subject to Subpart B. While property owners are not eligible for relocation benefits, commercial tenants may be eligible. For more information regarding non-residential relocation benefits, see 6.0 Non-Residential Relocation.

It is the acquiring agency's responsibility to maintain documentation that the criteria for voluntary acquisition have been met. If the acquiring agency is unable to provide evidence that the criteria for voluntary acquisition apply, the requirements of Subpart B will be triggered, causing the acquisition to be considered involuntary. Should Subpart B requirements apply, the owner of the acquired property may be eligible for relocation benefits.

### 3.1.5 Infrastructure Activities

FloridaCommerce's infrastructure and mitigation programs are subrecipient programs that may require acquisition of real property for the purpose of demolition and/or rehabilitation. In those cases, subrecipients must keep documentation to show that all conditions of 49 CFR 24.101(b)(1) (listed in 3.1 Acquisition Requirements) are met, and therefore the acquisition is exempt from Subpart B. If the acquiring agency is unable to provide evidence that the voluntary acquisition criteria has been met, it must follow the requirements of involuntary acquisition listed in Subpart B and in 3.1.2 Involuntary Acquisition Requirements.

## 3.2 Relocation Planning

As part of the initial application intake and eligibility review process for FloridaCommerce activities, the program collects basic property and project data to estimate the number of households that may be displaced. The data collected includes:

- Property address
- Household demographics
- Flood zone designation
- Substantial damage determination
  - Substantially damaged structures are defined as those with repair costs that exceed 50% of the replacement cost.

Applicants are required to disclose to FloridaCommerce the names and best-known contact information for all heads of household occupying subject properties during the period of program assistance. The applicant is responsible for notifying FloridaCommerce of changes to this information that may occur between the date of application and program close out. Applicants who fail to provide requested information about their property occupants may be found ineligible for program assistance.

FloridaCommerce conducts a project-specific review of the complexity and nature of the anticipated displacing activity, if any. This review may be revised up to final application closeout, as necessary to reflect changes in funded activities.

### 3.2.1 Residential Relocation Advisory Services

Prior to relocation, the displacing agency will conduct an interview with potentially displaced persons to assess their needs and provide advisory services for potential benefits available in case of displacement. When feasible, interviews should be conducted in person. During an interview, the interviewer should collect the following information:

- Number of people in the household;
- Eligibility qualification as a displaced person;
- Current monthly rent and average utilities; and
- Displaced persons' needs, preferences, and concerns.

After completing an interview, the displaced person must receive written notice as soon as feasible with information regarding a comparable replacement dwelling and the price or rent used for establishing the upper limit of the replacement housing payment and the basis for the determination, so that the person is aware of the maximum replacement housing payment for which they may qualify.

Prior to relocation, replacement housing must be inspected to ensure that it meets the standards of decent, safe, and sanitary, according to standards listed in 49 CFR 24.2(a)(8). The agency must offer all displaced persons transportation to inspect the housing to which they are referred.

### 3.2.2 Non-Residential Relocation Advisory Services

Prior to relocation, interviews must be conducted to determine the needs of non-residential entities according to 49 CFR 24.205. Interviews should include:

- Business replacement site requirements
- Current lease terms
- Financial capacity of the business to accomplish the move
- Any need for outside specialists to assist in moving and/or the reinstallation of machinery
- An identification and resolution of personalty/realty issues
- 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.

## 3.3 Notifications

All notices described in this part are personally served or sent by certified or registered first-class mail, return receipt requested and documented in the program system of record. When notifications are personally served, recipients will be asked to sign an acknowledgement of notification. Notifications are sent in English and additional languages in areas where a significant number or proportion of the eligible service population requires services or information in a language that is not English. Each notice includes contact information of a person who can be contacted to answer questions or provide other needed help. Persons who are unable to read or understand the notifications will be provided with appropriate translation or interpretation services in accordance with HUD Limited English Proficiency guidance, alternative formats, and/or counseling. FloridaCommerce is fully committed to making services and information available to LEP individuals through the provision of free interpretation services upon request.

### 3.3.1 General Information Notice (GIN)

As soon as feasible, the General Information Notice (GIN) must be issued to potentially displaced persons (copied to the applicant) that may be displaced by a federally assisted project.

As soon as feasible begins when the displacing agency has identified the site prior to or at the time of the submission of the application for CDBG-DR/MIT assistance. All heads of household actively occupying the subject property who are not the applicant or co-applicant responsible for the application for assistance to the project are presumed to qualify as potential "displaced persons" for the purposes of issuing a GIN.

The GIN discloses to households that the displacing agency may provide assistance, via federal funding subject to URA, to support the rehabilitation, reconstruction, or acquisition of the property they occupy. The GIN outlines the basic requirements to be eligible for URA protections, the relocation assistance offered by the displacing agency, and the conditions under which displacement might occur.

The GIN advises households NOT to relocate until advised to do so by the displacing agency. The GIN advises households that they will not be required to move without at least **ninety (90) days** advance

written notice for permanently displaced persons or without at least **thirty (30) days** advance written notice for temporary relocation. Households that relocate after receiving a GIN without receipt of a **thirty (30) day** notice and/or **ninety (90) day** notice are considered to have moved voluntarily and for reasons other than program-funded activities and are no longer subject to the requirements of the URA.

The GIN informs households that they cannot be required to move permanently unless at least one (1) comparable replacement dwelling has been made available. Additionally, the GIN advises households that any person who is an alien not lawfully present in the United States is ineligible for relocation assistance unless such ineligibility would cause extremely unusual hardship. The GIN also provides general information about the households' right to contest an agency determination.

A copy of the GIN is additionally provided to the applicant/property owner. The cover letter reminds the applicant/property owner of his/her responsibility to comply with all URA requirements in order to receive program assistance.

### 3.3.2 Notice of Non-Displacement – No Relocation Required

All households receiving a GIN that will not need to relocate to complete agency activities are provided a Notice of Non-Displacement – No Relocation Required. Every effort is made to provide the notice in a timely manner following the review and approval of the program activities. Once provided with a Notice of Non-Displacement – No Relocation Required, a household is determined to not qualify for FloridaCommerce URA assistance unless the program activities are significantly altered.

### 3.3.3 Notice of Non-Displacement – Temporary Relocation Required

All households receiving a GIN that will need to relocate for periods up to twelve (12) months to complete program activities are provided a Notice of Non-Displacement – Temporary Relocation Required. Temporary relocation is most commonly required when a household occupies a storm-damaged property that qualifies to receive rehabilitation or reconstruction in its original location, but the scope of work and/or special household conditions requires the occupants to move temporarily. The need for permanent displacement vs. temporary relocation will be determined on a case-by-case basis in compliance with URA regulations.

### 3.3.4 Notice of Relocation Eligibility

The displacing agency provides households a Notice of Eligibility as soon as feasible following the determination that the household will qualify as “displaced persons” as defined in 49 CFR 24.2(a)(9) and validating the household satisfies the eligibility requirements specified below in the Household Eligibility Requirements for URA section of this document.

Eligibility for relocation assistance shall begin on the date of a notice of intent to acquire (described in 24.203(d)), the initiation of negotiations (defined in 24.2(a)(15)), or actual acquisition, whichever occurs first. When this occurs, the agency shall promptly notify all applicable heads-of household in writing of their eligibility for applicable relocation assistance.

FloridaCommerce requests households receiving a Notice of Eligibility indicate their relocation preferences as soon as feasible in order to support accurate relocation planning and market analysis. Preferences are non-binding and do not affect the household's eligibility for FloridaCommerce URA assistance and services.

### 3.3.5 Thirty (30) Day Notice

Households who must temporarily relocate due to program activities are provided a minimum thirty **(30) day** notice of the date by which they must vacate to allow program activities to continue. Applicants may not knowingly create an emergency situation (failing to inform the displacing agency of project plans, disconnecting utilities, restricting access and egress with construction staging, etc.) which would require

households to vacate with less than **thirty (30) days** written notice from the displacing agency. Households may choose to relocate at any point after receipt of the **thirty (30) day** notice up to the relocation date provided by the displacing agency with no loss of FloridaCommerce URA eligibility.

If project plans are delayed, the displacing agency may choose to provide a revised **thirty (30) day** notice to impacted households with a new relocation date. If households have been unable to secure temporary relocation housing with the program's assistance by the relocation date, the project activities must be delayed until suitable housing can be secured.

### 3.3.6 Ninety (90) Day Notice

Households that qualify as "displaced persons" as defined in 49 CFR 24.2(a)(9) and who have been provided a Notice of Eligibility are provided a minimum of **ninety (90) days** written notice of the earliest date they may be required to permanently relocate.

The displacing agency provides information on three comparable replacement dwellings and the maximum amount of replacement housing payments available to the household along with the **ninety (90) day** notice.

Households may relocate and/or initiate a claim for relocation assistance at any point after receipt of the **ninety (90) day** notice up to the relocation date provided by the program with no loss of URA eligibility. The household must notify the displacing agency immediately when they have determined their move out date. Households that experience difficulty finding a replacement dwelling may have up to **twelve (12) months** from the date of the **ninety (90) day** notice to occupy a replacement dwelling for which they wish to claim relocation assistance.

## 3.4 Recordkeeping and Reports

Applicant files should include a completed **Acquisition and Relocation Checklist** (Appendix A: Attachments) or a comparable checklist.

### 3.4.1 FloridaCommerce Direct Implementation Housing Programs

Rebuild Florida will maintain documentation of compliance with all displacement and relocation requirements including - at a minimum:

- Identification of tenants who were and were not assisted with relocation services in the System of Record.
- Files for projects with tenants who were successfully assisted or began relocation advisory/assistance services but terminated activities on their own accord will include documentation supporting the extent to which displacement activities or advisory services were provided to demonstrate compliance with 49 CFR 24.9.
  - All data identifying comparable dwelling units
  - Payment requests
  - Evidence of payments made on behalf of the tenants,
  - Identification documentation and HUD forms.
- Notices
  - General Information notices
  - Notice of Non-Displacement-No Relocation Required
  - Notice of Non-Displacement—Temporary Relocation Required
  - Notice of Eligibility
  - Thirty (30) Day Notice?
  - Ninety (90) Day Notice?

FloridaCommerce shall maintain adequate records of its acquisition and displacement activities for three (3) years after each owner of a property or each displaced person receives the final payment to which they are entitled.

Records will be maintained in the System of Record on each applicant's file. URA documents can be located in "File" section. Please refer to the Rebuild Florida Naming Conventions for Salesforce Document Uploads on SharePoint for all naming conventions associated with URA recordkeeping requirements.

Records maintained are confidential. Reports should be submitted if required by FloridaCommerce no more frequently than every three (3) years.

## 3.4.2 Subrecipient Programs

For all acquisition and or rehabilitation activities, subrecipients will be required to develop/collect and maintain the following documents and to provide the documentation for the applicable acquisition type to FloridaCommerce:

### 3.4.2.1 Voluntary Acquisition Files

- Voluntary acquisition policy
- Inspection checklist/ documentation of suitability
- General Information Notice
- Notice of Intent to Acquire, if applicable
- Written certification that no specific site or property needs to be acquired (Included in Acquisition and Relocation Checklist)
- Written certification that property to be acquired is not part of an intended, planned, or designated project. (Included in Acquisition and Relocation Checklist)
- Waiver for donated property, if applicable
- In-take application, if applicable
- List identifying all parcels to be acquired for the project

### 3.4.2.2 Involuntary Acquisition Files

- Involuntary acquisition policy
- Appraisal
- Appraisal Review
- Waiver Valuation (if applicable)
- Written offer of Just Compensation

### 3.4.2.3 All Acquisition Files

Subrecipients are required to provide the following documentation for all acquisition and/or relocation activities:

- Notices
  - Notice of intent to Acquire or Invitation to apply
  - General Information Notice (GIN)
  - Provide the brochure "When a Public Agency Acquires your Property"
  - Notice of Non-Displacement-No Relocation Require
  - Notice of temporary relocation

- Notice of Eligibility
- Ninety (90) Day Notice
- Appraisal documents supplied to justify purchase price and written pre-offer.
- Written notice the property will not be acquired if negotiations fail.
- Written determination of Fair Market Value / Offer of just compensation and summary statement or waiver for donated property if applicable.
- Verification of environmental review.
- Sales agreement, record of deed transfer and any documentation required by State law.
- Subrecipients will be required to keep these documents on an internal system of record.
- Subrecipients shall retain these records for at least 3 years after each owner of a property and each person displaced from the property receives the final payment to which he or she is entitled under this part, or in accordance with the applicable regulations of the Federal funding Agency, whichever is later.
- Subrecipients are required to submit a site-specific packet prior to the acquisition of each property. URA information is included. OLTR monitor these programs annually to ensure compliance with URA.
- Occupancy tracking.

## 3.5 Comparable Replacement Dwellings

In order to be identified as comparable, a dwelling must be decent, safe, and sanitary and must be functionally equivalent to the displacement dwelling. The term “functionally equivalent” means that it performs the same function and provides the same utility. It does not require the replacement dwelling to include all the same features of the displacement dwelling.

At a minimum, a comparable dwelling must be able to adequately house the entire household being relocated. This includes providing any medically necessary accommodations required by any member of the household. The displacing agency will consider the following additional factors in determining a unit’s comparability:

- Environmental conditions at the location;
- Distance from the displacement dwelling;
- Location with respect to access to public utilities, commercial and public facilities, and the displaced person’s place of employment;
- Size of the dwelling site;
- Cost as compared to the market and the financial means of the displaced person; and
- Length of lease and other rental terms.

A dwelling is considered to be made available to the household if the household is informed of its location and the household is able to successfully negotiate a lease within a reasonable period of time, should they choose to do so. If a household does not attempt to negotiate a lease within a reasonable period of time and the unit is subsequently leased to others, additional comparable replacement dwellings may be made available to the household at FloridaCommerce’s discretion. A reasonable period of time is generally understood to be at least **thirty (30) days**.

Temporarily occupied housing must be decent, safe, and sanitary. The Section 8 Housing Quality Standards checklist<sup>2</sup> may be used to document inspection and that the dwelling is free of lead paint and other hazards. The temporary unit must be suitable but not necessarily comparable (see 49 CFR 24.2(a)(6) Comparable replacement dwelling).

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<sup>2</sup> [https://www.hud.gov/sites/documents/DOC\\_11775.PDF](https://www.hud.gov/sites/documents/DOC_11775.PDF)

FloridaCommerce does not provide legal advice to households.

### 3.5.1 Housing of Last Resort

Whenever a program or project cannot proceed on a timely basis because comparable replacement dwellings are not available within the project area as a whole or within the monetary limits for owners or tenant, the displacing agency may offer additional or alternate assistance to eligible households. Any decision to provide housing of last resort must be adequately justified on a case-by-case basis in accordance with 49 CFR 24.404.

Methods for providing replacement housing of last resort include, but are not limited to:

- A replacement housing payment in excess of the limits outlined in 24.401 or 24.402.
- Rehabilitation and/or additions to an existing replacement dwelling
- Construction of a new replacement dwelling
- Relocation and, if necessary, rehabilitation of a dwelling
- Removal of barriers for persons with disabilities

Provision of last resort housing assistance will be decided on a case-by-case basis, only after appropriate consideration has been given to the availability of comparable replacement housing in the project area, the resources available to provide comparable replacement housing, and the individual circumstances of the displaced person.

### 3.5.2 Reasonable Accommodations

In certain circumstances, displaced households may require a reasonable accommodation in order to fully benefit from temporary or permanent relocation activities undertaken in conjunction with Agency activities. Reasonable accommodation shall be made to a relocation dwelling for persons with a disability or physical impairment that substantially limits one or more major life activities. Reasonable accommodation may include, but is not limited to:

- Doors of adequate width
- Ramps or other modifications to traverse stairs and access bathtubs, shower stalls, toilets, sinks or storage cabinets
- Physical modifications to the unit based on the displaced person's needs

In addition, all forms, written materials, and verbal messages used to communicate with displaced households will be made available in English and additional languages in areas where a significant number or proportion of the eligible service population requires services or information in a language that is not English. FloridaCommerce is fully committed to making services and information available to LEP individuals through the provision of free interpretation services upon request.

## 3.6 Moving Assistance

The displacing agency will regularly communicate with households to ensure they are adequately preparing to relocate by the relocation date. This includes confirming the household is making plans to move and/or store their personal property. Referrals to counseling, including the Housing Counseling Program and other sources of assistance that may be available may be made to households that appear to be having difficulty adjusting to the relocation or preparing to move.

## 3.7 Government Housing Assistance

For households that may be eligible for tenant-based rental assistance and qualify as “displaced persons,” The displacing agency may advise the household on the requirements and procedures, including the applicable timelines to coordinate with the displacing agency’s relocation date, to obtain such a long-term rent subsidy. These requirements may be considered in the displacing agency’s

evaluation of comparable replacement dwellings. It is ultimately at the household's discretion to pursue and obtain this assistance.

For households receiving government housing assistance at the displacement dwelling, the displacing agency will work with the household and their assigned case manager to coordinate a transfer or pause in the existing assistance during the relocation period.

## 3.8 Applicant Advisory Services

As a condition of receiving agency assistance, applicants agree to comply with FloridaCommerce URA. Applicants must disclose to FloridaCommerce all households occupying the assisted property and must coordinate construction or relocation plans with FloridaCommerce to ensure households receive proper notification and relocation services.

FloridaCommerce may assist applicants in properly disclosing property occupants and construction plans. In order to maintain accurate records, FloridaCommerce may request periodic updates of this information from the applicant. FloridaCommerce may also request the applicant's assistance in contacting property occupants. Applicants will be made aware that refusing to provide the requested information and/or assistance may be considered a violation of URA that would result in the applicant being found ineligible for FloridaCommerce assistance.

Should an applicant have a new household occupy the property after the date of application to FloridaCommerce and prior to substantial completion of Agency activities, FloridaCommerce requests the applicant provide a Move-In Notice during negotiations that states the household may be required to relocate and that they will not be eligible to receive URA assistance. Failure to properly notify households moving into the property after the date of application may be considered a violation of URA that would result in the applicant being found ineligible for agency assistance.

FloridaCommerce does not interfere in the applicant's efforts to enforce legally agreed upon occupancy terms. However, applicants must keep FloridaCommerce informed of all potential and actual eviction proceedings as they occur to ensure proper documentation and notification of the household's loss of URA eligibility. Failure to adequately inform FloridaCommerce in advance may result in the loss of program eligibility if the eviction appears to have been undertaken in order to clear the property for construction. FloridaCommerce requests that all households in delinquency be given at least **thirty 30 days** to cure the issue before the applicant proceeds to legal eviction.

## 3.9 Household Eligibility Requirements for URA

To be eligible for URA relocation assistance, a household must be:

- Distinct from the person(s) or entity responsible for the application to a program included in the Florida Action Plan for Disaster Recovery. A household is defined as all persons occupying the same unit regardless of familial status unless it can be proven or demonstrated that some persons occupying the unit are defined as legal tenants as per Florida Statutes. If the person can be defined as a tenant, those persons will be excluded from the household for program purposes such as income verification, etc. However, that proven tenant, who is distinct from the household may be eligible for URA as described in this document.
- Actively occupying a housing unit within a property receiving Agency assistance at the time of funded acquisition, rehabilitation, or reconstruction activities are scheduled to commence.
- Required to relocate from the assisted housing unit for a minimum of **one (1) day** in order to complete FloridaCommerce activities. Relocation is considered to be required if Agency activities in the unit or other parts of the property will result in the housing unit not being decent, safe, and sanitary for habitation for a period of time exceeding **eight (8) hours**. This includes restriction of unit access and egress as well as the provision of utilities.
- They are legally entitled to occupy the housing unit. All household members of the person legally entitled to occupy the housing unit are presumed to be in lawful occupancy unless the household

or specific household members have been evicted for serious or repeated violation of material terms of the lease or occupancy agreement.

- Lawfully present in the United States. All members of the household must certify they are a citizen or national of the United States, or an alien who is lawfully present in the United States. No FloridaCommerce URA assistance is provided to household members who fail to provide this certification unless such persons can demonstrate that the denial of relocation assistance will result in an exceptional and extremely unusual hardship to other household members who are a citizen, national, or alien lawfully admitted for permanent residence in the United States.

### 3.10 Non-Responsive Households

In the event, a household does not readily respond to the acquiring/displacing agency's outreach and notifications, the following good faith efforts must be made to locate and contact the household. A household is considered non-responsive after:

- A minimum of **three (3) attempts** to contact the household using the last known contact information that result in no meaningful reply.
  - These attempts to contact will have a **thirty (30)** day gap between them.
- At least **one (1)** request to the applicant for updated contact information or other assistance contacting the household that does not produce new information and/or a response from the household.

If a household that is required to relocate ceases to respond to agency outreach and/or notifications prior to the relocation date, the acquiring/displacing agency will confirm with the applicant that the household continues to occupy the property. If so, outreach and notifications continue until the household becomes responsive or can be documented as non-cooperative as described below. If the household has already vacated the property, the applicant is responsible for documenting to the acquiring/displacing agency that the move was voluntary and unrelated to agency activities and/or providing active contact information for the household to FloridaCommerce.

### 3.11 Non-Cooperative Households

Households subject to relocation must cooperate with FloridaCommerce to receive FloridaCommerce URA assistance and payments, including vacating the assisted property in a timely manner.

Households that fail to cooperate and vacate the property in a timely manner may be subject to eviction to allow FloridaCommerce activities to proceed.

FloridaCommerce expects households to relocate within the timeframes provided in the **thirty (30) day** notice and/or **ninety (90) day** notice or to have notified FloridaCommerce of a serious issue affecting their ability to relocate within the established timeframe.

In the event a household that FloridaCommerce has determined qualifies as "displaced persons" as defined in 49 CFR 24.2(a)(9) fails to vacate the assisted property by the established relocation date (extended as appropriate by appeal and/or reasonable accommodation determinations), the household may be evicted "for the project" without penalty to the applicant. The household retains their entitlement to relocation assistance and payments, provided a suitable permanent dwelling is occupied, and payment claims are submitted within required timeframes. Legal fees incurred in the eviction, if any, are not URA eligible expenses.

### 3.12 Waiver of Relocation Assistance

Households who qualify to receive URA relocation assistance may choose to not receive the relocation assistance or benefits provided by URA. Households may waive their rights and entitlements by signing a written statement that specifically identifies the assistance and payments the household has chosen not to accept. The statement must also clearly show the household has been informed of the assistance

and payments they are entitled to receive. Once a household waives their rights in this way, FloridaCommerce ceases all communication with the household with respect to the assistance and/or payments so waived.

FloridaCommerce never encourages households to waive their rights or entitlements under URA. Any waiver of rights is completely at the discretion of the household.

## 4.0 Temporary Displacement (Temporary Relocation)

The URA Regulations provide guidance for assistance to tenant-occupants who are temporarily displaced due to federally assisted projects involving the acquisition, rehabilitation, or demolition of apartments, homes, commercial buildings, etc., which could allow for a quick return for the original occupants.

Relocation is considered temporary when the displaced household must relocate for up to one (1) year (twelve (12) months). Any residential tenant who has been temporarily relocated for a period beyond one year will be offered permanent relocation assistance. This assistance would be in addition to any assistance the person has already received for temporary relocation and may not be reduced by the amount of any temporary relocation assistance. See Section 5.0 Permanent Residential Displacement.

### 4.1 Eligible Expenses

FloridaCommerce will compensate households that are temporarily relocated for all reasonable out-of-pocket expenses incurred in connection with the relocation. Compensation to eligible household will be accomplished through third party compensation or direct payment at FloridaCommerce's sole discretion. The temporarily displaced household is responsible for submitting applicable source documentation to support costs incurred. In addition, the household must provide proof of occupancy, or intent to occupy, a decent, safe, and sanitary dwelling adequately sized to accommodate all occupants. All relocation expenses must be pre-approved by FloridaCommerce prior to the household incurring the cost. Relocated households may be responsible to bear any cost not approved by FloridaCommerce in advance.

#### 4.1.1 Increased Housing Costs

FloridaCommerce compensates the difference between the actual rent plus utility costs incurred at the temporary unit and the rent plus average annual utility costs incurred at the displacement dwelling. Actual rent costs are capped by FloridaCommerce based on the costs of comparable replacement dwellings available at the time of relocation and appropriate to the length of relocation anticipated. Where a household receives a monthly housing subsidy, the amount of the subsidy is subtracted from the contract rent amount when determining the increased housing cost. FloridaCommerce may also cap base housing costs at 30% of household income for low to moderate income households. FloridaCommerce will use adjusted low to moderate income requirements as defined by the adjusted income limits for Florida and clarified by HUD. These limits are amended annually.

For relocations of less than 90 days, temporarily relocated households will utilize hotel, motel or extended stay accommodations. Accommodations will be located within 15 miles of their damaged residence, if practical. All accommodation costs will be paid directly to the approved hotel, motel, or extended stay hotel. All hotel costs must be necessary and reasonable for the area in which they are located.

FloridaCommerce compensates increased housing costs from the effective date of the occupancy agreement for the temporary unit through the date the occupancy agreement is effectively terminated to return to the displacement dwelling, unless the household is displaced for a period of time exceeding twelve (12) months and return occurs after the permanent relocation date provided in a **ninety (90) day** notice. In the event the household does not return to the displacement dwelling, or returns after the permanent relocation date provided in a **ninety (90) day** notice, increased housing costs are compensated through the earliest of the following:

- The date the household waives their right to temporary relocation payments;
- The return home date FloridaCommerce provided to the household;
- The date the household occupies a permanent replacement dwelling; and
- The permanent relocation date provided in a **ninety (90) day** notice.

Regardless of when FloridaCommerce is informed of the household's actual relocation plans, FloridaCommerce establishes the maximum replacement housing cost based on the assumption that the entire household will relocate together. In the event household members relocate separately, the total compensation to all household members combined will not exceed the difference between the maximum replacement housing cost established by FloridaCommerce plus combined utility costs incurred at each temporary unit and the rent plus average annual utility costs incurred at the displacement dwelling. No single household member will receive compensation greater than the difference between the individual's actual costs incurred at the temporary unit and their share of the rent plus average annual utility costs incurred at the displacement dwelling.

## 4.1.2 Moving Expenses

FloridaCommerce compensates the actual moving costs incurred by the household to move to the temporary unit and return to the displacement dwelling. Moving costs must be necessary and reasonable to be reimbursed by FloridaCommerce. Temporarily relocated households are required to submit moving cost estimates for approval prior to the move. Failure to submit an estimate ahead of time may result in the resident not being fully compensated.

Households are encouraged to use an insured, licensed mover to limit the liability of property lost, stolen, or damaged in the process of moving. The Program additionally compensates reasonable, actual costs incurred for moving supplies to support self-moves or commercial moves. FloridaCommerce may request three quotes from professional moving companies to establish a maximum eligible cost for a self-move.

In the event a household is required to move from one temporary unit to another (due to changes in the duration of relocation, DSS conditions, etc.), FloridaCommerce additionally compensates for the move to the new temporary unit. FloridaCommerce does not compensate for moves during the relocation period that the household makes voluntarily.

### 4.1.2.1 Additional moving expenses

In addition to moving costs, FloridaCommerce compensates the following actual costs incurred in each eligible move:

- Supplies and/or services to clean the unit being vacated according to occupancy terms
- Fees for disconnection and reconnection of necessary utilities like power, water, and sewer
- Costs to transfer telephone, cable, or internet, provided the household maintained the services at the displacement dwelling

## 4.1.3 Security Deposits

In cases where a household will be temporarily displaced, FloridaCommerce advises Applicants to retain applicable security deposits throughout the relocation. To assist households with the cost of securing a temporary unit without receipt of their security from the displacement unit, FloridaCommerce may elect to compensate refundable security deposits for the temporary unit. The amount of any security deposit compensation shall not exceed two month's rent at the temporary unit, unless additional security is required to obtain market- rate housing for low to moderate income households.

To ensure such funds are ultimately returned, FloridaCommerce requires that the household and the landlord of the temporary unit execute a rider to the temporary lease. The rider must state that the security deposit, less the amount of any damages caused by the tenant, will be returned directly to FloridaCommerce at the conclusion of the household's occupancy of the temporary unit.

Refundable security deposits are not considered an expense. However, to ease the burden such expenses might cause at the time of a temporary move, FloridaCommerce may elect to advance funds for such deposits under a repayment agreement or may pay such deposits directly on behalf of the temporarily relocated person (provided any refund will be made to OLTR and not the person).

## 4.1.4 Other Expenses

FloridaCommerce compensates the actual costs incurred by temporarily displaced persons, except as otherwise noted, for the following related relocation expenses. All claims must be supported by appropriate expense documentation and submitted to FloridaCommerce within eighteen (18) months of the relocation date provided in the thirty (30) day notice or the date the replacement dwelling was occupied, whichever is earlier.

- **Move Out Cleaning.** The documented cost of supplies and/or services to clean the dwelling being vacated according to occupancy terms.
- **Packing/Unpacking.** The documented costs for packing, crating, unpacking, and uncrating supplies, and services required for the move to the permanent replacement dwelling. Actual costs may not be reimbursed to displaced persons receiving fixed payment for moving expenses.
- **Storage.** Total cost incurred to store personal property for a period not to exceed **twelve (12) months** from the relocation date provided in the **thirty (30) day** notice or the date the replacement dwelling is occupied, whichever is earlier. Insurance required by the storage contract is also eligible for compensation.
- **Residential Re-establishment Charges.** Any additional fees charged to disconnect and reconnect household appliances and other specialized personal property. Non-refundable utility termination and establishment charges are also eligible for compensation.
- **Broker Fees.** Fees, up to one month's rent at the unit being moved into, paid to licensed real estate brokers to support the negotiation of occupancy terms and agreements
- **Application Fee.** Any application fees required to secure the selected replacement dwelling, plus a reasonable number of alternative potential replacement dwellings.

## 4.2 Ineligible Expenses

Program Applicants are not eligible to receive any payments under URA for the assisted property. This includes compensation for lost rental income during the relocation period.

Relocated households are not entitled to payment for any of the following expense:

- The cost of moving any structure or other real property improvement to the displacement dwelling in which the household reserved ownership
- Interest on a loan to cover moving expenses
- Personal injury
- Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before FloridaCommerce
- Expenses for searching for a replacement dwelling other than fees charged by a licensed real estate broker
- Costs for storage of personal property on real property already owned or leased by the household,
- Refundable utility deposits

## 4.3 Relocation Duration and Return Home

Households are provided a minimum **thirty (30) day** notice to relocate from the displacement dwelling. Applicants may not undertake activities that impede the household's access to the dwelling, the habitability of the dwelling, or the general safety of the property until the household has fully relocated to a temporary unit or FloridaCommerce has found the household non-cooperative.

FloridaCommerce estimates the relocation duration based on the funded scope of work at the time of relocation. Estimated durations may be used for planning purposes, including evaluating the suitability of replacement housing options. Regardless of the estimated duration, temporary relocation will continue

until agency activities are complete and the displacement dwelling is returned to decent, safe, and sanitary condition or the household is permanently relocated, whichever occurs first. A household is permanently relocated following the relocation date provided in a **ninety (90) day** notice even if the household has not vacated the temporary unit. Applicants and/or authorized property representatives may not collect rent for the displacement dwelling from relocated households.

FloridaCommerce relies on a Final Inspection to establish that agency activities are complete, and the property meets decent, safe, and sanitary standards. Once a passing Final Inspection is performed and the home receives a Certificate of Occupancy, if applicable, FloridaCommerce notifies relocated households in writing to return to the displacement dwelling within **thirty (30) days**. This Return Home Notice is personally served or sent by certified or registered first-class mail, return receipt requested, and documented in FloridaCommerce system of record. A copy of the Return Home Notice is also provided to the applicant to facilitate return occupancy negotiations.

Applicants are required to grant relocated households new occupancy agreements upon return for a period not less than twelve (12) months. The occupancy terms, including cost and all pre-relocation amenities, must be unchanged from the pre-relocation terms throughout the **twelve (12) month** return period. Households must be allowed the opportunity to replace non-returning household members in order to maintain the pre-relocation household size; however, the applicant and/or authorized property representative retains the right to vet any proposed new occupants according to applicable state and local laws. Return occupancy agreements must be submitted to FloridaCommerce for review.

If the household elects not to pursue or fails to negotiate return occupancy terms by the communicated return home date through no fault of the applicant, co-applicant, and/or authorized property representative, the dwelling may be advertised for occupancy.

## 4.4 Payments

Households are required to document their relocation from the displacement dwelling and occupancy of decent, safe, and sanitary accommodations prior to receiving URA payments. If the household is unable to finance the relocation activity until reimbursement without undue hardship, FloridaCommerce may advance payments using cost estimates upon receipt of documentation supporting the intent to relocate. Any funds advanced in this manner must subsequently be reconciled to actual costs incurred and supported by documentation of occupancy.

FloridaCommerce encourages households to submit expense documentation on an ongoing basis throughout relocation. FloridaCommerce issues FloridaCommerce URA payments as frequently as weekly to households who have submitted appropriate documentation of eligible expenses. FloridaCommerce maintains records of the total amount of FloridaCommerce URA payment made to each relocated household throughout the duration of relocation. At the conclusion of the relocation, the household is asked to acknowledge the total amount of payment received as their complete and accurate assistance claim. Upon receipt of this acknowledgement, FloridaCommerce closes the household's file and the household may not submit any additional expenses for payment.

Certain FloridaCommerce activities that trigger Uniform Relocation Assistance activities may allow payment to the relocated household. Whenever possible, FloridaCommerce prefers to make all payments, including relocation housing payments and security deposit payments directly to the landlord or leasing entity. In addition, FloridaCommerce prefers to make moving costs and additional expense payments directly to preapproved third parties. In these cases, FloridaCommerce will work with the households to receive authorization, in writing, to make payment to the appropriate third party on their behalf. FloridaCommerce provides written confirmation to households throughout relocation of all payments made on their behalf to third parties. There is no restriction on the payments FloridaCommerce may make on behalf of the household upon receiving proper written authorization.

## 5.0 Permanent Residential Displacement

Households who qualify as displaced persons as defined in 49 CFR 24.2(a)(9) who are expected to be relocated from the displacement dwelling for more than 12 months are considered to be permanently displaced persons. Agency policies strive to minimize involuntary permanent displacement. Applicants who purposely circumvent these policies in order to displace occupants are ineligible for agency assistance and may be additionally responsible for the costs incurred by FloridaCommerce to permanently relocate households adversely impacted by their actions. This manual concerns permanent displacement that is triggered by allowable agency activities.

### 5.1 Allowable Displacing Activities

Within the parameters of the FloridaCommerce Recovery Programs as outlined in the Florida Action Plan for Disaster Recovery (Action Plan) and further defined by each agency's individual guidelines, grant agreements, and other governing documents, there are limited allowable activities that may result in households qualifying as "displaced persons" as defined in 49 CFR 24.2(a)(9). Each individual case may be subject to agency review before authorizing the permanent displacement of households. Generally, the following are considered to be activities that may result in permanent displacement.

- Properties subject to demolition which will not be rebuilt, but rather maintained as green space
- Properties subject to reconstruction that are unable to obtain building permits and/or zoning approval to return the same number of living units to the property as prior to the qualifying event. This can also include cases where accommodations required by the occupying household are not able to be incorporated into the project plans.
- Projects requiring relocation that exceeds **twelve (12) months**, due to no fault of the applicant. No fault delays can be caused by resource shortages, approved scope changes, or other demonstrated hardships. Displaced households continue to have the right to return as an alternative to permanent displacement up through the completion of agency activities.
- Permanent relocation from an assisted property due to incomplete and/or inaccurate notifications about relocation, provided the applicant fully cooperates with all agency efforts to contact the impacted households.

In addition, FloridaCommerce supports voluntary permanent displacement when the total payments for replacement housing are less than the limits specified in 49 CFR 24.402(a).

### 5.2 Eligible Expenses for Residential Displacement

FloridaCommerce provides displaced persons with replacement housing payments and reimbursement for reasonable moving and other related out-of-pocket expenses as the agency determines to be reasonable and necessary per 49 CFR 24.301.

Except as specified in the Payments section below, when providing down payment assistance, FloridaCommerce requires proof of occupancy of a decent, safe, and sanitary dwelling adequately sized to accommodate all occupants prior to issuing replacement housing payments. In order to receive reimbursement, the displaced person must submit applicable source documentation to support the cost incurred. Expenses beyond the parameters outlined in this manual must be pre-approved by FloridaCommerce prior to the household incurring the cost. Relocated households may be responsible to bear any cost not approved by FloridaCommerce in advance. Before making a replacement housing payment or releasing a payment from escrow, FloridaCommerce or its designated representative shall make a thorough internal and external inspection of the replacement dwelling to determine whether it is decent, safe, and sanitary.

## 5.2.1 Rental Assistance

Displaced persons who occupy a replacement rental dwelling within **twelve (12) months** of the permanent relocation date may receive rental assistance calculated as **42 times** the difference between the monthly rent and cost of utilities at a comparable replacement dwelling identified by FloridaCommerce and the base monthly rental at the displacement dwelling. In the event the monthly rent and cost of utilities at the actual replacement dwelling is less than the costs estimated for FloridaCommerce's identified comparable replacement dwelling, the displaced person may only receive **42 times** the difference between the actual monthly costs and the base monthly rental.

The base monthly rental is the average monthly cost for rent and utilities at the displacement dwelling for the **twelve (12) months** prior to relocation for Agency activities. In the event the average monthly cost for rent is less than the fair market rent for the same period of time, FloridaCommerce uses the fair market rent to determine the base monthly rental. A displaced person is considered low income when the displaced person's average monthly gross income at the time of relocation is classified as "low income" as defined by the adjusted income limits for Florida as clarified by HUD.

In the event that a household qualifying as "displaced persons" as defined in 49 CFR 24.2(a)(9) is residing separately at the time they become displaced persons, the household may elect to resume co-habitation or continue to reside separately with no adverse impact to their eligibility for URA assistance. Should FloridaCommerce be informed of a desire to continue residing separately, or in the event select household members waive their rights to URA assistance, FloridaCommerce identifies comparable replacement dwellings adequately sized to accommodate each separate component of the former household. The rental assistance is also calculated individually for each separate component of the former household according to the comparable replacement housing and base monthly rental costs incurred by those specific members of the former household.

## 5.2.2 Down Payment Assistance

Displaced persons may elect to purchase a replacement home. In such instances and when the purchase occurs within **twelve (12) months** of the permanent relocation date, OLTR provides down payment assistance equal to the maximum amount of rental assistance due to the displaced person, assuming selection of OLTR's most comparable replacement dwelling.

The full payment must be applied to the purchase price of the replacement dwelling and related incidental expenses. Therefore, OLTR prefers to issue such payments in conjunction with the displaced person closing on the purchase of the replacement dwelling. Where such coordination is not feasible, OLTR ensures payment will reimburse the displaced person for out-of-pocket costs incurred for the down payment on the replacement property or related incidental expenses.

## 5.2.3 Moving Expenses

Displaced persons are entitled to receive payment for moving expenses in one of the following ways:

1. Reimbursement of direct payment of commercial, licensed, and bonded movers.
2. Reimbursement of actual costs incurred to complete a self-move. Self-moving expenses may include packing supplies, equipment rental fees, and reasonable transportation costs.
3. A combination of options 1 and 2.
4. Fixed payment for moving expenses based upon the most recent edition of the Fixed Residential Moving Cost Schedule approved by the Federal Highway Administration. Documentation supporting occupancy of the replacement dwelling is required to receive a fixed payment for moving expenses.

All displaced persons are required to submit moving cost estimates for approval prior to the move. Failure to submit an estimate ahead of time may result in the resident not being fully compensated.

## 5.2.4 Other Expenses

OLTR pays the actual costs incurred by displaced persons, except as otherwise noted, for the following related relocation expenses. All claims must be supported by appropriate expense documentation and submitted to OLTR within **eighteen (18)** months of the permanent relocation date provided in the **ninety (90) day** notice or the date the replacement dwelling was occupied, whichever is earlier.

- Move Out Cleaning. The documented cost of supplies and/or services to clean the dwelling being vacated according to occupancy terms.
- Packing/Unpacking. The documented costs for packing, crating, unpacking, and uncrating supplies, and services required for the move to the permanent replacement dwelling. Actual costs may not be reimbursed to displaced persons receiving fixed payment for moving expenses.
- Storage. Total cost incurred to store personal property for a period not to exceed **twelve (12) months from the permanent relocation date provided in the ninety (90) day notice** or the date the replacement dwelling is occupied, whichever is earlier. Insurance required by the storage contract is also reimbursable.
- Residential Re-establishment Charges. Any additional fees charged to disconnect and reconnect household appliances and other specialized personal property. Non-refundable utility termination and establishment charges are also reimbursable.
- Broker Fees. Fees, up to **one (1) month's rent** at the unit being moved into, paid to licensed real estate brokers to support the negotiation of occupancy terms and agreements
- Application Fee. Any application fees required to secure the selected replacement dwelling, plus a reasonable number of alternative potential replacement dwellings.

## 5.3 Ineligible Expenses

Applicants to OLTR's Housing Repair and Replacement Program cannot be displaced from the property for which they submitted an application. Displaced persons are not entitled to payment for any of the following expenses.

- The cost of moving any structure or other real property improvement to the displacement dwelling in which the household reserved ownership
- Interest on a loan to cover moving expenses
- Personal injury
- Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before OLTR
- Expenses for searching for a replacement dwelling other than fees charged by a licensed real estate broker
- Costs for storage of personal property on real property already owned or leased by the household
- Refundable security and utility deposits

Transportation costs for distance beyond 50 miles will not be considered an eligible expense, unless the displacing agency determines that relocation beyond 50 miles is justified.

## 5.4 Payments

Relocation assistance payments for residential tenants who are displaced for HUD projects are subject to 42 U.S.C. 3537(c) and must be disbursed in installments, except that lump sum payments may be made to cover (1) moving expenses, (2) a down payment on the purchase of replacement housing, or incidental expenses related to moving expenses or a down payment on the purchase of replacement housing. The payment schedule is determined by the type of assistance being provided.

Payments will be made in no less than three installment payments, with final payment reserved until OLTR can document continued occupancy at the selected replacement dwelling for a period **not less than 3 months**, except when the rental assistance payment is \$500 or less. Where the rental assistance payment is \$500 or less, the payment may be made in two installments with **no less than a four-month interval between payments**. To the extent feasible, payment for moving and other related out-of-pocket expenses is combined with a replacement housing payment following receipt of adequate documentation of costs incurred.

In the event that the household is unable to finance relocation until reimbursement without undue hardship, OLTR may advance payments using cost estimates upon receipt of documentation supporting the intent to relocate. Any funds advanced in this manner must subsequently be reconciled to actual costs incurred. No payments are issued prior to the displaced person receiving a **ninety (90) day** notice with a relocation date.

All payments are issued to displaced persons unless the person authorizes OLTR in writing to make payments to a third party on their behalf. OLTR provides written confirmation to displaced persons of all payments made on their behalf to third parties. To close their claim, displaced persons are asked to acknowledge the total amount of payment received. Upon receipt of this acknowledgement, the displaced person may not submit any additional expenses for payment.

## 6.0 Non-Residential Relocation

Non-residential relocation occurs when businesses, farms, and non-profit organizations qualify as displaced according to 49 CFR 24.2(a)(9). Displacing agencies will provide relocation assistance, including moving and related expenses and reestablishment expenses to qualified displaced non-residential entities.

The relocation needs of non-residential entities will be established during the interview prior to displacement. The interview should determine the property needs of the non-residential entity, anticipated difficulties in moving, and professional services required in the moving process, if any.

### 6.1 Eligible Expenses

#### 6.1.1 Actual, Real, and Necessary Moving and Related Expenses

The following expenses may be reimbursable, provided that they are actual, reasonable, and necessary:

- Connection to available nearby utilities from the right-of-way to improvement at the replacement
- Professional services performed prior to the purchase or lease of a replacement site to determine its suitability for the displaced person's business operation
- Impact fees or one-time assessments for anticipated heavy utility usage, as determined necessary by the displacing agency

Personal property as determined by an inventory from a business, farm, or nonprofit organization may be moved by one or a combination of the following methods:

- **Commercial move.** Based on the lower of two bids or estimates prepared by a commercial mover.
- **Self-move.** Based on one or a combination of the following:
  - The lower of two bids or estimates prepared by a commercial mover; or
  - Supported by receipted bills for labor and equipment. Hourly labor rates should not exceed the rates paid by a commercial mover to employees performing the same activity and, equipment rental fees should be based on the actual rental cost of the equipment but not to exceed the cost paid by a commercial mover.

Actual, real, and necessary moving expenses will be determined as eligible based on the requirements outlined in 49 CFR 24.301.

#### 6.1.2 Reestablishment Expenses

Small businesses, farms, or nonprofit organizations are entitled to receive reimbursement for reestablishment expenses according to 49 CFR 24.304 in addition to real, actual, and reasonable moving expenses. Reestablishment expenses are not to exceed \$10,000, for expenses actually incurred in relocating and reestablishing such small business, farm, or nonprofit organization at a replacement site. Reestablishment expenses must be reasonable and necessary, as determined by the displacing agency. They include, but are not limited to, the following:

- Repairs or improvements to the replacement real property as required by Federal, State, or local law, code, or ordinance.
- Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business.
- Construction and installation costs for exterior signage to advertise the business.
- Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling, or carpeting.

- Advertisement of replacement location.
- Estimated increased costs of operation during the first 2 years at the replacement site for such items as:
  - Lease or rental charges;
  - Personal or real property taxes;
  - Insurance premiums; and
  - Utility charges, excluding impact fees.
- Other items that the displacing agency considers essential to the reestablishment of the business.

### 6.1.3 Fixed Payments in Lieu of Actual, Real, and Necessary Moving and Related Expenses

Non-residential entities may receive fixed payments in lieu of actual, reasonable, and necessary moving expenses and reestablishment expenses. The displacing agency will establish whether non-residential entities are eligible for fixed payments during the initial interview prior to relocation. Fixed payments may not be below \$1,000 or greater than \$20,000 for all types of non-residential entities.

Eligible businesses and farm operations may opt for fixed payments in the amount equal to their average annual net earnings. The average annual net earnings of a business or farm operation are one-half of its net earnings before Federal, State, and local income taxes during the two taxable years immediately prior to the taxable year in which the entity was displaced. If the business or farm was not in operation for the full two taxable years prior to displacement, net earnings shall be based on the actual period of operation at the displacement site during the two taxable years prior to displacement, projected to an annual rate. Average annual net earnings may be based upon a different period of time when the displacing agency determines it to be more equitable. Net earnings include any compensation obtained from the business or farm operation by its owner, the owner's spouse, and dependents. The displaced person shall furnish the Agency proof of net earnings through income tax returns, certified financial statements, or other reasonable evidence, which the Agency determines is satisfactory.

Per 49 CFR 24.305, businesses that wish to receive fixed payments in lieu must meet all of the following criteria:

- The business owns or rents personal property which must be moved in connection with such displacement and for which an expense would be incurred in such move and, the business vacates or relocates from its displacement site;
- The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings). A business is assumed to meet this test unless the Agency determines that it will not suffer a substantial loss of its existing patronage;
- The business is not part of a commercial enterprise having more than three other entities which are not being acquired by the Agency, and which are under the same ownership and engaged in the same or similar business activities.
- The business is not operated at a displacement dwelling solely for the purpose of renting such dwelling to others;
- The business is not operated at the displacement site solely for the purpose of renting the site to others; and
- The business contributed materially to the income of the displaced person during the two taxable years prior to displacement. See [49 CFR 24.2\(a\)\(7\)](#).

A displaced farm operation may choose a fixed payment if it is determined that:

- The acquisition of part of the land caused the operator to be displaced from the farm operation on the remaining land; or
- The partial acquisition caused a substantial change in the nature of the farm operation.

A displaced nonprofit organization may choose a fixed payment of \$1,000 to \$20,000, in lieu of the payments for actual moving and related expenses and actual reasonable reestablishment expenses, if the Agency determines that it cannot be relocated without a substantial loss of existing patronage (membership or clientele). A nonprofit organization is assumed to meet this test, unless the Agency demonstrates otherwise. Any payment in excess of \$1,000 must be supported with financial statements for the two 12-month periods prior to the acquisition. The amount to be used for the payment is the average of two years' annual gross revenues less administrative expenses.

## 6.2 Ineligible Expenses

When non-residential entities are displaced by FloridaCommerce programs, displaced entities are not entitled to the following expenses:

- Purchase of capital assets, such as office furniture, filing cabinets, machinery, or trade fixtures;
- Purchase of manufacturing material, production supplies, product inventory, or other items used in the normal course of the business operation;
- Interest on money borrowed to make the move or purchase of the replacement property;
- Payment to a part-time business in the home which does not contribute materially to household income.

Transportation costs for distance beyond 50 miles will not be considered an eligible expense, unless the displacing agency determines that relocation beyond 50 miles is justified.

## 7.0 FloridaCommerce URA Appeals

Applicants may appeal any case in which he or she believes that FloridaCommerce has failed to properly consider his or her application for assistance. This includes, but is not limited to, the applicant's eligibility for, or the amount of, a payment required for relocation assistance. The applicant must appeal within 60 days of receiving a written determination from the program outlining the program's decision related to his or her eligibility for benefits or amount of benefits.

Households have the right to appeal the following agency determinations:

- Eligibility for URA assistance, including the requirement to relocate
- Amount of relocation or other related expense payments
- Timeframe to exercise rights and entitlements of URA, including relocation timeframes

Households are encouraged to include any statement of fact or other material which they feel has a bearing on the appeal. Agency representatives may assist households in their appeal submission.

Appeals must be submitted within sixty (60) of the date the person receives notification of FloridaCommerce's decision regarding his or her claim and must be directed to FloridaCommerce in writing to the following postal address:

ATTN: URA APPEALS  
Florida Department of Commerce  
Disaster Recovery Programs  
107 East Madison Street, MSC 420  
The Caldwell Building  
Tallahassee, Florida 32399

While the Agency is reviewing a household's appeal, any pending relocation is suspended unless continued occupancy constitutes a substantial danger to the health or safety of the occupants or the public. Following the Agency's review of the appeal, a notification with the determination is sent to the household. If applicable, the notification will address revisions resulting from the appeal to the relocation timeframe.

A person has a right to be represented by legal counsel or other representative in connection with his or her appeal, but solely at the person's own expense. FloridaCommerce shall permit a person to inspect and copy all materials pertinent to his or her appeal, except materials which are classified as confidential by FloridaCommerce. However, FloridaCommerce may impose reasonable conditions on the person's right to inspect, consistent with applicable laws.

In deciding an appeal, FloridaCommerce shall consider all pertinent justification and other material submitted by the person, and all other available information that is needed to ensure a fair and full review of the appeal.

After receipt of all information submitted by a person in support of an appeal, FloridaCommerce shall make a written determination on the appeal within **sixty (60) days**, including an explanation of the basis on which the decision was made, and furnish the person a copy.

If the determination is in the household's favor, the notification will outline how the household can expect to receive revised determinations, services, and/or payments. If FloridaCommerce does not grant the full relief requested, or denies the appeal, the notification will inform the household of their right to seek judicial review of the Agency's determination.

Applicants who disagree with a displaced-person determination or the amount of relocation assistance received from a subrecipient-managed program can file a written appeal with the subrecipient. If the

appeal is not resolved with the subrecipient, the appealing individual may submit a written request to FloridaCommerce to review the determination. If the appeal is not resolved with the state, the appealing individual may submit a written request for HUD to review the determination. If full relief is not granted, the individual must be advised by the subrecipient or FloridaCommerce, as appropriate, of his or her right to seek judicial review.

## 8.0 FloridaCommerce Residential Anti-Displacement and Relocation Assistance Plan (RARAP)

### 8.1 Introduction

In addition to the URA requirements outlined in the first half of this guide, FloridaCommerce makes every effort to coordinate with municipalities and other authorities to minimize the direct and indirect displacement of families and individuals from their homes and neighborhoods because of federally assisted activities.

The FloridaCommerce Residential Anti-Displacement and Relocation Assistance Plan (RARAP) has been prepared in accordance with section 104(d) the HCDA, as amended, 42 U.S.C. 5304(d), and HUD regulations at 24 CFR 42.325, as amended by applicable waivers.

This FloridaCommerce policy aims to minimize the displacement of residents of Florida as a result of project activity funded through CDBG-DR funds allocated by HUD and any grant awards which may be allocated in the future. A person is “displaced” if they are required to move as direct result of the government’s acquisition of the property or the government’s rehabilitation or demolition of the property provided the person did not voluntarily enter into negotiations with the government to sell the property or assist with the rehabilitation or demolition (per 49 CFR 24.2(a)(9)). A person can be temporarily displaced if the conditions of their move meet this but they have the ability to return within twelve (12) months.

### 8.2 Purpose

This Plan outlines the broad steps that FloridaCommerce will take—in conjunction with Municipalities and the private sector—to minimize displacement. Additional details on the implementation of this Plan within the specific context of individual FloridaCommerce project activities can be found in this Guide, as well as in the individual program policy guidelines. As per 24 CFR 42.325 (a)(2), as amended by applicable waivers, all Municipalities -as units of general local government<sup>3</sup>- receiving funds from FloridaCommerce are required to follow the RARAP.

### 8.3 Policy to Minimize Displacement

The state and its subrecipients plan to minimize displacement of persons or entities and assist persons or entities displaced as a result of implementing a project with CDBG-DR funds. Should any projects cause displacement, FloridaCommerce will follow the Uniform Relocation Assistance and the Real Property Acquisition Policies Act (URA) to ensure tenants are relocated to safe and sanitary locations. The state’s policies and procedures plan, which will be updated to reflect Hurricane Michael activities, will ensure subrecipients minimize displacement. The URA provides certain displaced persons with the right to benefits for moving expenses, housing counseling services, rental assistance payment and/or housing replacement costs depending upon the nature of the circumstances requiring relocation.

The FloridaCommerce RARAP serves as a supplement to the acquisition and relocation requirements stated in the URA. In the event of a voluntary buyout, when homeowners or tenants are located in a flood plain to prevent future loss, FloridaCommerce will require subrecipients to develop policies and procedures to make sure this population is relocated into areas outside of floodplain and will receive full benefits as stated in the URA. Subrecipients may adopt this plan or develop their own for FloridaCommerce approval. Once approved, the plan must be made available publicly. The plan shall indicate the steps that will be taken, consistent with other goals and objectives of the program, to minimize

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<sup>3</sup> According to HUD, a “Unit of General Local Government” refers to a city, county, town, parish, village, or other general-purpose political subdivision of a State.

the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.

## 8.4 Steps to Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Housing and Community Development Act of 1974, FloridaCommerce will take the following steps to minimize the direct and indirect displacement of persons from their homes: (FloridaCommerce will determine the full list of actions it will take based on local needs and priorities and will develop the Residential Anti-displacement and Relocation Assistance Plan (RARAP) at a later date in accordance with the [HUD Handbook 1378: Tenant Assistance, Relocation and Real Property Acquisition](#).) Applicability of items on this checklist is dependent upon the project objectives and related feasibility of each action.

- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation;
- The affordability periods for single family rental units will be a minimum of five years, unless local governments have established longer affordability periods;
- Ensuring that rehabilitated or reconstructed multifamily rental housing with eight or more units remains affordable for a minimum of 15 years; and
- Where feasible, rehabilitate housing, as opposed to demolition, to avoid displacement.
- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Consider effect of tax policies which impact property tax assessments for lower income owner-occupants or tenants affected by the disaster.
- Adopt policies which provide reasonable protections for tenants residing in affected properties.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex as long as possible during and after rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Establish or utilize approved local counseling centers to provide homeowners and tenants with assistance to understand their options and implement their choices in the face of displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable “dwelling units” (as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project to avoid displacement that is unnecessary.

## 8.5 Policy on Relocation Assistance

As applicable, and in compliance with the URA and FloridaCommerce policies and procedures, all displaced persons and non-displaced tenants who are required to relocate temporarily will receive advisory services, reasonable and eligible moving expenses, and replacement housing assistance.

Additionally, as outlined in a waiver established in 83 FR 5844, grantees receiving CDBG– DR funds may establish optional relocation policies or permit their subrecipients to establish separate optional relocation policies. This waiver is intended to provide States with maximum flexibility in developing optional relocation policies with CDBG–DR funds.

FloridaCommerce has chosen to implement an optional relocation policy for the Housing Repair and Replacement Program under which homeowners may qualify for optional relocation assistance only if they must vacate the storm-impacted property during program-sponsored construction and are unable to acquire temporary housing due to demonstrable hardship. Homeowners who are not residing in the

storm-impacted property for any reason other than program-sponsored construction are not eligible for optional relocation assistance. The HRRP may provide temporary relocation assistance only on an extremely limited basis to applicants experiencing demonstrable hardship, and as a last resort for homeowners to secure temporary housing during program-sponsored construction. Applicants who must temporarily vacate the storm-damaged property for construction activities sponsored by the HRRP are not considered displaced persons, (see 49 CFR 24.2(a)(9)(ii)(E) or (H)), and as such, are not entitled to relocation assistance benefits under URA. Please consult the appropriate Program Policies and Procedures for more information on the optional relocation policy.

# Appendix A: Attachments

## Acquisition and Relocation Checklist

### Instructions

Documentation Checklist to be completed and maintained for acquisitions and/or relocations in any program. All applicable documents should be visibly verified by both subrecipient/vender and FloridaCommerce staff before project close out.

Each item below should be filled in as either present or Not Applicable (N/A). Subrecipient (VHB) or FloridaCommerce’s approved vender should complete the initial review of the required documentation and provide reviewer’s initials and the date reviewed. FloridaCommerce staff will conduct a secondary review of all documents and complete the FloridaCommerce review.

Subrecipients are responsible to review and retain required documents according to FloridaCommerce recordkeeping policies and procedures.

### Part A: Project Information

Program:	Storm:
(For Subrecipients) Agreement Number:	Project Name:
Vendor/Subrecipient URA Coordinator Name:	Vendor/Subrecipient URA Coordinator Phone Number/E-mail:
Address of Property to be Acquired:	Occupancy Status:
	<input type="checkbox"/> Not occupied <input type="checkbox"/> Owner occupied <input type="checkbox"/> Tenant Occupied Number of Tenants: _____
Property Owner’s Name:	Property Owner’s Address:
Owner Representative’s Name (if applicable):	Owner Representative’s Address (if applicable):

## Part B: Acquisition Type

No specific site or property needs to be acquired in order to complete the project.	Choose an item.
The property is not part of a planned project area where most or all the property is to be acquired.	Choose an item.
The owner is informed in writing that the property will not be acquired if negotiations fail.	Choose an item.
The owner is informed in writing of the property's fair market value.	Choose an item.
<p>If all above questions are yes, complete Part C: Voluntary Acquisition.                  If any one question is no, complete Part D: Involuntary Acquisition.</p>	

## Part C: Voluntary Acquisition

Acquisition Actions	Amount	Date of Action
Initial Contact with Owner		
Letter of Interest/Notice to the Owner (must include: ) <ul style="list-style-type: none"> <li><input type="checkbox"/> Brochure "When a Public Agency Acquires your Property" provided with Letter of Interest</li> <li><input type="checkbox"/> No attempt to acquire the property should negotiations fail (including eminent domain)</li> </ul>		
Evidence of fair market value determination		
Written statement of just compensation		
Waiver (if applicable)		
Offer submitted to owner		
Response of owner and counteroffer amount (if applicable)		
Offer accepted by the owner		
Closing		
We certify that the property acquired was not required to complete the project, the property is not part of a planned project area where most or all the property is to be acquired, the owner was informed in writing that the property would not be acquired if negotiations failed, and the owner was informed in writing of the property's fair market value.		
Printed Name of Responsible Party:	Title:	
Signature of Responsible Party:	Date:	

## Part D: Involuntary Acquisition

Acquisition Actions	Amount	Date of Action
Initial Contact with Owner		
Letter of Interest/Notice to the Owner (must include: ) <input type="checkbox"/> Brochure “When a Public Agency Acquires your Property” provided with Letter of Interest		
Owner invitation to accompany appraiser		
Appraisal		
Review Appraisal		
Written statement of just compensation		
Waiver (if applicable)		
Offer submitted to owner		
Response of owner and counteroffer amount (if applicable)		
Offer accepted by the owner		
Closing		

## Part E: URA Notices

	N/A	Document	Date Sent	Delivery Method	Address <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	GIN			
		Notice of Intent to Acquire			
		Notice of Non-Displacement			
		Notice of Eligibility			
		90 Day Notice			
		30 Day Notice			

## Part F: Persons Not Displaced

For each person not displaced:

	N/A	Document	Reviewer initials	Date Reviewed	FloridaCommerce Review
<input type="checkbox"/>	<input type="checkbox"/>	Evidence that the person received timely written notice that he/she would not be displaced by the project			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Evidence that tenants occupying a dwelling received a timely offer of (a) a reasonable opportunity to lease and occupy a suitable, affordable, decent, safe and sanitary dwelling on the real property and (b) reimbursement of any out-of-pocket expenses incurred in connection with any temporary relocation or a move to another unit on the real property			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	For each occupant that is not displaced but elects to move permanently from the real property, indicate the reason for the move and any personal contact to explain that the person will not qualify for relocation payments as a "displaced person."			<input type="checkbox"/>

## Part G: Persons Displaced

For each person displaced:

	N/A	Document	Reviewer initials	Date Reviewed	FloridaCommerce Review
<input type="checkbox"/>	<input type="checkbox"/>	Identification of the person's name, address, racial/ethnic group classification and date of initial occupancy. For residential tenant-occupants, include age, sex, and income of all members of the household and monthly rent and utility costs. For homeowners, include agency acquisition cost of unit. For nonresidential occupants, include type of enterprise.			<input type="checkbox"/>

<input type="checkbox"/>	<input type="checkbox"/>	Evidence that person received timely written notice of possible displacement and a general description of the relocation payments and advisory services for which he/she may be eligible, basic eligibility conditions and the procedures for obtaining payments.			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Evidence that person received timely written notice of eligibility for relocation assistance and, for those displaced from a dwelling, the specific comparable replacement dwelling and the related cost to be used to establish the upper limit of the replacement housing payment			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Identification of relocation needs and preferences, dates of personal contacts and services provided.			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Identification of referrals to replacement properties, date of referral, rent/utility costs or sale price, date of availability, reasons person declined referral			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Copy of 90-day notice and 30-day notice (if issued) Date issued _____			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Identification of actual replacement property, rent/utility costs or sale price and date of relocation			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Copy of replacement dwelling inspection report showing condition of unit and date of inspection			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Copy of each approved claim form and related documentation, evidence that person received payment, and if applicable, section 8 certificate or housing voucher			<input type="checkbox"/>

<input type="checkbox"/>	<input type="checkbox"/>	Copy of any complaint or appeal filed and grantee response			<input type="checkbox"/>
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## Part H: Relocation Case Files

	N/A	Document	Reviewer initials	Date Reviewed	FloridaCommerce Review
<input type="checkbox"/>	<input type="checkbox"/>	URA Policy			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Claim form(s): Claim for fixed payment in lieu of payment for actual reasonable moving and related expenses or claim for actual moving costs Claim for replacement housing payment for homeowners Claim for rental assistance or down payment assistance			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Acknowledgement of receipt of relocation payments			<input type="checkbox"/>

## Part I: For each Relocation Claim

For each relocation claim:

	N/A	Document	Reviewer initials	Date Reviewed	FloridaCommerce Review
<input type="checkbox"/>	<input type="checkbox"/>	Evidence and dates of personal contacts and description of services provided			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Identification of person, displacement property, racial/ethnic group classification, age, and sex of all members of household, monthly rent and utility costs for displacement and replacement housing, type of enterprise, and relocation needs and preferences.			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Notice of eligibility for relocation assistance			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Notice of non-displacement			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Recipient interview and survey			<input type="checkbox"/>

<input type="checkbox"/>	<input type="checkbox"/>	Identification of referrals to replacement properties, date of referral, sale price or rent/utility costs, date of availability, and reasons for declining referral.			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Copy of 90-day notice and 30-day notice, if issued.			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Identification of actual replacement property, sale price, or rent/utility costs and date of relocation.			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Replacement dwelling inspection report and date of inspection			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	A copy of each approved claim form and related documentation; evidence that the person received payment.			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Copy of any appeal or complaint filed and recipient's response			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Copy of deferred loan lien agreement that has been filed with the clerk of courts office			<input type="checkbox"/>

## Part J: Acquisition Files

	N/A	Document	Reviewer initials	Date Reviewed	FloridaCommerce Review
<input type="checkbox"/>	<input type="checkbox"/>	Does the subrecipient have a Voluntary Acquisition Policy that meets FloridaCommerce and HUD requirements?			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Intent to acquire			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Written certification that no specific site or property needs to be acquired			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Written certification that property to be acquired is not part of a intended, planned or designated project.			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Written notification that the property will not be acquired should negotiations fail			<input type="checkbox"/>

<input type="checkbox"/>	<input type="checkbox"/>	Waiver for donated property, if applicable			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	List identifying all parcels to be acquired for the project			<input type="checkbox"/>
For each parcel, easement, or right-of-way obtained					
<input type="checkbox"/>	<input type="checkbox"/>	Identification of property and property owners			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Determination of ownership			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	If applicable, evidence that owner received a preliminary acquisition notice accompanied by the notice entitled "When a Public Agency Acquires Your Property"			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	A copy of valuation for each parcel obtained by purchase whether by appraisal or opinion of a knowledgeable person.			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	If applicable, a Statement of the Basis for the Determination of Just Compensation			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	If applicable, a copy of the written purchase offer and documentation of the state of delivery			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Copy of a Contract of Sale or Act of Donation			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Copy of a Statement of Settlement Costs and evidence (via a copy of the cancelled check) that the owner received net proceeds due from sale			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Copy of recorded deed			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	If applicable, a copy of an appeal or complaint filed and agency response			<input type="checkbox"/>

## Part K: Demolition Files

For each property demolished, excluding reconstruction:

	N/A	Document	Reviewer initials	Date Reviewed	FloridaCommerce Review
<input type="checkbox"/>	<input type="checkbox"/>	A file for each unit demolished			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Evidence that demolition was carried out in accordance with the requirements of local jurisdiction			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Proof that the unit was not able to be rehabilitated in a cost-efficient manner (not suitable).			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Proof that the unit was vacant prior to demolition			<input type="checkbox"/>

### Part L: Project Close-out Files

	N/A	Document	Reviewer initials	Date Reviewed	FloridaCommerce Review
<input type="checkbox"/>	<input type="checkbox"/>	Project completion report			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Conditional project close-out letter			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Final project close-out letter			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Certificate of completion forms			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Clear Lien certificate			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Construction contract change orders			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Grantee final performance report			<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Grantee close-out letter			<input type="checkbox"/>

Subrecipient/Vender Signature:	Date:
FloridaCommerce Signature:	Date: