CDBG Disaster Recovery Administration Training, Fort Worth, TX, Tuesday, 2/14/12 - The Uniform Relocation Act

Sara Neira: By and large, what I try to do is keep the material just more generally focused towards a typical or the typical common disaster recovery activities and really just raise some awareness about things that should raise red flags and hopefully dispel some incorrect thought processes on how you might go about carrying out these activities.

When we're talking about, and I say Uniform Relocation Act, but I'm really trying not to because it actually pertains to more than that. There are standards for acquisition and they -- three activities that would come into play, that would need to be evaluated for your different levels of compliance burdens, or any time that you are carrying out any activity that includes acquisition, rehabilitation, and demolition, and it could be all three of those activities in the same project or it could be just one or two. It could be any combination thereof.

So obviously, when you have acquisition, there might be some compliance levels there. But you could have any mix where you might have to comply with acquisition, but not relocation. Technically, you could, in theory, have to do some relocation assistance, but never acquired a piece of property.

And the uniform act is not necessarily something that lends itself to being nice and neatly packaged as to what it applies to this point and ends here and so really, what we need to do is sort of put the context in the shape of whatever it is the activity that you're trying to carry out.

So really, what we're trying to do here is just give a glossing and to the extent that we would need to, if someone like either myself or one of my counterparts, usually what we do is -- can be fairly intensive technical assistance that might go beyond things that are just -- these are the rights and this what that means. Depending on the level of complexity and what it is you're trying to carry out, there might be additional considerations that you would need to look at.

When we're considering just beyond the activities themselves, you have to look at, okay, does this project -- does this acquisition, rehabilitation, or demolition, does that occur in any phase of this activity, whether or not the disaster or CDBG funds are actually going into that specific task. You can break out your project into different phases or tasks or whatever you might want to call it. But from beginning to end, if there's a level of interconnectedness such that one event would not occur but for another, then we would be considering that Uniform Act to apply to the entirety regardless of whether the funding is actually paying for that activity.

So we'll see and when we talk about economic development -- or when I talk about economic development, that the entity that's providing the funding may not always be the entity that needs to be responsible for carrying out compliance.

One of these other things that is a little bit tricky about the Uniform Act -- I'm trying to go forward and -- there we go -- is that it's not -- it doesn't lend itself to just say, okay, as of this particular event or this particular date, all of a sudden, you have eligibility and the Uniform Act triggers. It's more like we're going to dip our toe into this hot tub, so to speak, depending, again,
on what the context of what your activity is, who is carrying it out, who the seller of the property might be. You would need to layer in all of these details to determine, okay, we want to achieve XYZ objective, and in order to do that, we need to have all of that information so that we can back up the activities that would need to precede so that we can make sure that this is coordinated in a comprehensive and compliant fashion.

And so, one thing that I do try to dispel is that, look, acquisition, rehab, and demo, those are your three areas where you could step into a puddle. But one thing that you want to get away from, then, is we're not going on this linear path where your engineers break it down into, well, we've got this critical path and we have X amount of things that need to happen on a certain date. You're not going to where, okay, now we've acquired the property and so now, we're going to start worrying about relocation.

Really, a lot of these things that we'll discuss will need to be considered and evaluated before you ever get into getting any properties appraised or making any offers. One of the things that we're looking at here in this slide is as soon as you have federal assistance that's proposed in an activity and that program or project involves one of those three events, acquisition, rehab, or demo, that at some point, when you have that federally assisted project and you have an identified site, something that would be an official demonstrated legal intent, that would begin sort of that cloud of needing to initiate, Uniform Act compliance.

The three primary components -- if you break down the Uniform Act, what does it provide? It provides standards for written notices. It provides standards for advisory services. And then, there's cash payments depending on what you're dealing with.

So early on, it could be in that pre-application phase, I usually don't see this in an action plan, because more often than not, you're not really getting down to that nitty-gritty of project implementation until much further along in the process. But what I'm trying to impress upon, especially our new grantees, is that at some point before you would need to start figuring out how all these pieces fit into place because there will a drop-dead date in terms of what's called the initiation and negotiations date. There is a drop-dead date that says as of this date, anyone who is made to move as a direct result is yadda-yadda-yadda, you owe them money or someone owes them money if they're made to move from that project.

And in carrying this -- these projects in an atmosphere where you are doing it in a disaster impacted area, where you may have the same people that were there once upon time, you may be dealing with people who are -- have been dispersed because of the disaster. It can get a lot more complicated fairly quickly because this initiation and negotiations date could be -- I can tell you five different dates by regulation that could be the date when you have to tell someone what their actual eligibility or ineligibility would be. So it's not something that sneaks up on you, but at the same time, you would need to probably put in a fair amount of your work prior to ever making that written offer. Most of your data and research and analysis should be done before you ever get to that point.

So really, what I wanted to just raise up, and if you have any questions, I really was hoping that this wouldn't be a blah-blah-blah then a silence out there. So if you have questions, please feel
free to bring them up and if -- again, if we need to talk offline or what have you and get into specifics, I'm happy to do that.

But some of the issues that I see in the typical disaster recovery projects that might be a little bit different than what we see in the regular entitlements, first off, your flood buyout programs. Obviously, there can be movements to prevent these instances from occurring in the future. One of the things that would be up to the discretion of the local agency is saying, are we going to make this voluntary, where we are going to create this program and make an opportunity to people to be out of this situation? Or is this something that you're not going to have a say in and to the extent that we make you an offer and you are unagreeable, then we will take it from you.

And that can be -- I heard it mentioned yesterday, and I don't know who said it, but it was someone that was saying basically, we're sometimes looking towards the federal government to tell us that we make these decisions well we're not giving you that mandate. That is down at the local level and you do have the authority to do so.

But one thing that you would need to obviously consider as part of your engaging with the citizen and the community is that, depending on how you attack that, you're going to end up with vastly different results. Is it okay at the end of the day if we have a neighborhood in our community where we have, what is that, the Jack-o-Lantern effect with some people are living there and then we have other vacant lots, and how does that affect your ability to provide services and are there going to be retail establishments that come back to this area to service it? What does -- how does that impact your community and vice versa.

Then, the big thing from the true compliance standards standpoint of the Uniform Act is, if you approach something from a voluntary standpoint, and we'll talk about what that specifically is, you're automatically taking off the table entitlements to relocation assistance for owner occupants.

So if you were to approach it from this involuntary standpoint, meaning that this is mandatory, then you are automatically creating a threshold where you are offering payment for the acquisition of property as well as relocation assistance payments depending on the type of occupant that you have there.

So both of those, obviously, have pros and cons, and one thing is if you're going to be attacking an involuntary acquisition project, depending on how large that is, these projects can oftentimes lend themselves to needing staff that is specialized in this area, and that's obviously going to add cost and time to complete.

One other area that is a common activity, it seems to be in my region as well anyway, is drainage easements or retention-detention basins, anything to do with water management. Those can be a little bit different to approach from the buyout perspective because water goes where it's intended to go and what's low-lying. So often times, there's not -- the grantee or the locality doesn't have a lot of discretion. Well, we would rather buy this property because it's cheaper or nobody's there. You have to deal with your surrounding environment and in most cases, that detention basin
needs to go where it is. You need to acquire this land because that's where the water would be collected.

So those types of acquisitions would probably need to be acquired from a completely different perspective than, say, your voluntary acquisition, your flood buyouts. You're going to have different -- just like if I were a tenant or a homeowner, you would get different means of assistance on the relocation side, just same thing as if I was a business or a homeowner. We're going to address different things on the relocation side and somewhat to the acquisition side, although it's arguable.

I think Jessie mentioned earlier that for the bulk of your disaster recovery assistance, you were trying to take the public away from the notion that this is here to make you whole. Well, on the flip side, when we're getting into acquisition and relocation, that is the exact approach that we would be going, it would be the complete flip side, is we're either saying that now, you may have been displaced or interrupted, disrupted, as a result of the disaster, and as part of our disaster recovery activities, we are now placing an additional burden of federal assistance -- federally assisted project that is directly impacting you. And therefore, this project will cover all actual reasonable and eligible costs.

That brings me to a mobile home community. It seems like -- I think -- what did they say? Mobile home communities create tornadoes? I think I might have heard that before. But it's not uncommon for -- there's to be, maybe in a low-lying area or more at a rural area. It just depends on where you're from. If you're looking at, oh, we just need to -- it would be great if we could buy out this mobile home park. That should be fairly easy to do. No. That's probably one of the worst things that you could do in terms of complexity. I would say, stay away from mobile home parks and graveyards, because you're talking about it might just be one parcel of land, and it might not even be a large mobile home park, but what you're actually looking at is, okay, I want to buy this whole area, but you have maybe one underlying fee owner, and then, depending on how many mobile homes you have, could be 10, could be 100, you're also then looking at, well, who owns the actual mobile home units?

In the world of the Uniform Act, you are only doing two possible things for the most part, either buying it and appraising it as real estate, which means you take possession of it, or you are identifying it as personal property and you're making payments to move and reestablish it.

So in this area of mobile homes, we have -- the Uniform Act has provisions that can -- give me any scenario and we can make it work depending on if the person owns the property and they own the mobile home, or if they lease the pad, but they own the mobile home, or if they completely -- they're just a tenant renting that dwelling, there's a way to handle that administratively under the Relocation Act. But at that point, you would need to look at as a state, how are mobile homes handled in my community? Are they considered real estate and are they valued as such? Because if that's the case, then you just took your one appraisal and multiplied it by the number of mobile homes you have. This would be if you're doing the involuntary approach. I would never see a voluntary acquisition of a mobile home park, but that's neither here nor there.
Now, the flip side of that is, then, maybe you could treat them as personal property in your state. But just because you could do something, HUD wouldn't necessarily recommend it. You'd have to put a lot of planning and forethought into this, is what kind of condition are these in? Are there suitable replacement sites? You know, is this really something that you want to get into where you're going in and saying to someone, well, we're going to move their mobile home and there are communities that would accept your unit. But do you really want to be responsible for getting it out on the highway and seeing if it falls down or see if it makes it 10 miles down the road? So this would be an area where it can be done, but you would need to do a fair amount -- more than a fair amount-- of due diligence in advance just so that you ask these questions and prepare for them in advance because it's not that they -- because we know that that you're going to run into issues and it's your responsibility to ensure that either you, as a state, or your localities are fully evaluating what they're biting off before you start chewing it.

A rehab of damaged dwellings, that can be a fairly easy thing to accomplish, but it also can be a little bit easy to foul up. When you're about owner-occupied rehab, for the most part, there's not a lot of Uniform Act compliance. Under the CDBG regulations for tenant-occupied units, that's where it can be a little bit more cumbersome because oftentimes, I'll have grantees even in just the regular program that, for whatever reason, might be under the impression, well, it's not permanent relocation, therefore it's no relocation. It's just temporary relocation, when, in reality, if I were to stand here and go through our handbook about documentation or temporary relocation compliance, essentially you would be documenting by unit, where each household was in the project at the time it was proposed and then, at the time the grant agreement covering that development was signed, and then when it was completed. And some of my grantees have units that maybe have 400 units in the development. That gets into a lot of paperwork to track that you've paid moving expenses, that you've made sure that all tenants come back within a 12-month period, that you've identified that everyone will be either income-qualified or meet the criteria to remain in occupancy once they're made available to a rehab unit.

So there's a lot more, I would say, coordination to a greater degree that would be involved in this temporary relocation for tenants as far as that goes. And that gets into an area, too, where you need to do a lot of coordination because the idea there is that you want to minimize your costs. You don't want to incur any project costs for a permanent displacement. And usually, that's what my technical assistance focus is on, is make sure you do A, B, C, and D because you don't want to write a check. And in the world of HUD and displacement, we would consider any person who moves permanently after that initiation and negotiations date, whichever one of those five dates applies to your project, any person who moves permanently after that time without having received that notice of their eligibility or ineligibility, they're automatically considered -- assumed to be displaced as a direct result of your project, unless the grantee proves to us that they weren't and we agree with you. I really don't want to have those debates and discussions. I would rather be pro-active with my grantees to make sure that you're avoiding those scenarios. But sometimes, they do happen.

Yes?

Q: In the case of the Alabama example—tremendous tornadoes last year and hundreds of people have been displaced from mobile homes, they’re gone they’ve disappeared. What I thought I
heard you say is that if the communities try to help the owners of the land and find builders, and find [inaudible] or at least make a good faith effort to do so and make payments to them and be sure that [inaudible], that they should not.

Sara Neira: Yes.

Q: Will --

Sara Neira: That could potentially happen.

Q: [inaudible]

Sara Neira: Yes. And one reason I'm hesitating on that is to say that before you would rebuild.

Q: [inaudible]

Sara Neira: Probably so. I haven't gotten to that slide yet and it can be a little bit challenging to give you an overview of Uniform Act because so many -- there's so many moving pieces and they're all linked together in different ways. But one of the things that is drastically different than just traditional Uniform Act stuff is when you get into this post-disaster, these recovery issues, you could be dealing with activities that are occurring years out from the actual event, whatever that might have been. And depending on how your funding allocations were written, and I do have this covered in some of the waivers and alternative requirements that I get into, but depending on how your funding allocation was written, we would sometimes issue a waiver of their Stafford Act provisions and the Uniform Act.

And one of the primary ones being that for -- in terms of -- we say, this is what it means. This is what has to be required in order for a person to be eligible for relocation assistance, this only residential, that one thing, essentially, is they could not be penalized for their failure to physically be in occupancy of a proposed site due to either being in the military or displaced by a presidentially declared disaster. It is rare, I'll say, in my six years I've been with HUD in my region, where I come across having to work with the grantee to implement that Stafford Act provision, but it has happened.

So what -- and there's a precedent for that in other federal agencies, whereby you would basically -- I would -- we would have to establish, we'll call it a functional occupancy. And depending on when this would apply to you would depend on what was written into your federal registers and at what point in your project -- in your programs did that activity come up.

But in theory, yes. The displacing agency, if they are carrying out a certain kind of acquisition activity, it would be theoretically possible for that agency to have to take actions to identify people that are no longer there, either owners or tenants, and in some cases, calculate relocation assistance as if they were actually physically living there.

So that would be not relocation 101. So you would need to -- you would not be calling me anymore, but you would be working a lot of heavy lead-up to that.
Q: I can see the potential for maybe nine months or thirteen or fourteen months after the disaster there’s no longer a mobile home park that exists in that locality, and we're asking a small community that has maybe eight persons on the staff to track down those residents there could be hundreds and the proposal would include costs—dollars—substantial— that have to be paid to those people.

Speaker 1: But the thing that Sara pointed out is to keep in mind that it’s the grantee's choice to acquire the property or not. That is the question what is the grantee doing to that property? I'm not talking about what assistance the grantee might choose to provide to anyone who was displaced by the disaster. What is the triggering action by the grantee which will determine what level of assistance. In the case of the tornadoes, the grantees still have to make that choice. Were they going to do with the property? Are they going to pursue it? If not, do they have other assistance available?--

Sara Neira: Wait. These are the conversations that need to be occurring before you define these activities and gotten to a point where you're really reeling it out there and either just making a mess of it or having to backtrack a lot because, at the end of the day, it may not be feasible, depending on who you are or what you have else to do, to carry out this kind of activity. But -- I mean, I'm not trying to stand here and say, stay away from this. But at the same time, you need to be educated and go about it in a calculated manner. This is not something that you can just throw up in a set of regs and easy-peasy-japanesey you're done. No. It would -- it's actually quite a lengthy process when you get into the area of involuntary displacement because you -- whomever that acquiring agency is at that point, you've now crossed the line where you have two hats to wear. You are to be insuring that the displaced person, whomever it is, receives every penny that they're entitled to, but not one penny more than they deserve. So it can be a little bit of a conflicting -- it can be a little bit of a dance to walk on, but you definitely raised some good concerns that would be -- have a valid cause for being discussed and considered.

Trying to get back on my slide here. Anytime you are dealing with tenants, period, it doesn't matter whether it's a residential or non-residential occupant, this voluntary and involuntary acquisition business really doesn't have any impact to a tenant in regards of a tenant that is displaced is always eligible for relocation assistance, whatever that might be, as a residential or as a business occupant. They don't -- they're generally not a party to that decision. So you could have, and I have seen grantees that will carry out a voluntary acquisition, say under the FEMA's hazard grant mitigation program, and we use CDBG towards a match, depending on how that program is structured, you could have tenants that were displaced that would be entitled to receiver relocation assistance, but the owners would not be. So that's just something that you would need to consider.

Anytime you're doing demolition of structures, that's never an option for temporary relocation under any program. But for the most part, when you're talking, and depending on where the disaster is, I see a lot more different issues. Some states have done a lot of rehab of multi family properties. And so, that kind of activity would not be that much different than any of your regular HOME or CDBG, if you're doing it correctly in terms of temporary rehab.
Trying to move forward with time here. Economic development, this can be a fairly decent-sized chunk of activities that are carried out, post-disaster. Really, what you're looking at there is, and getting back to, I think, the very first or second slide where I said, you have either acquisition, rehabilitation, or demolition, and the flip side, the money going into that activity is some federal CDBG money. Doesn't matter how you break up that activity and what's paying for what, some event of an economic development if the state is -- say you're putting in infrastructure to facilitate bringing some industry back or relocating them from an impacted area, and that business needs to acquire the site, you then have an acquisition that but for -- you have an interconnectedness that, in HUD's opinion, that's one activity. So your private business entity would be required to comply with the Uniform Act on acquisition even though the state or local entity might not be acquiring any easements. You could just be putting in some infrastructure. So that would be something that could sneak up on you, I would say.

One thing with -- before I moved on here, when I talk about the joint federally assisted projects, and this could be -- this is across the board in terms of HUD programs and any kind of CPD programs or any multi family programs for that matter. Any time you are using, say, FEMA and HUD, or USDA and HUD, or VA and HUD, we have -- those are -- obviously, you're here, they mention it's cross-cutting in regulations. So those other agencies will have some level of Uniform Act compliance. I hesitate when I saw that because depending on what federal agency they are, there is a pecking order of how well-versed they are in dealing with those kinds of activities. But by and large, what I'm saying is, before we get into explaining the waivers and the flexibility that comes with the disaster funding, those things will kind of fly out the window because those are only -- those waivers and alternative requirements are only attached to your supplemental CDBG funding. So if you're to even use -- I did have, in Alabama for example, with the tornadoes, the housing authority had -- they were planning to do a demolition and disposition for some of their developments. And they had also applied for HOME funding. Well, when you apply those mixed funding, you can in effect cancel out those alternative requirements because we would have to go with the regulations that are to the highest level. So if you are talking about doing some other activity, we would need to, from a HUD perspective, we would need to engage with the other federal agency in advance to work out any disparities in what our policy interpretation might be or, for example, I'm not really talking about Section 104(d) compliance. I'll mention it; usually that's an area of my expertise as well. And any time you're talking about doing demolition of housing occupied by low-income persons, that should be a red flag or you might have to do one-for-one replacement or enhanced relocation assistance. Those are the kinds of issues that you would need to build lead time in advance of whatever your targeted date is because we need to -- I have to see how much time we have.

Ten minutes. Okay. All right. Strap in because here we go.

As you can see, what are we going to do? I just know I need to call my relocation specialist because I don't know what we're doing here. All I know is I need to acquire property, I think. What's an acquisition? If you're doing long-term leases, say over 15 years, under the CDBG program, that is an acquisition. If you were doing a 99-year ground lease, you now have an acquisition. So it wouldn't just be necessarily, well, I'm not sure the Uniform Act applies to my acquisition. It's more often the question of which path do I have to follow, the easy path or the more cumbersome path? There are a few exemptions, but for the most part, in this time, people
in the room, you're either going to consider -- any time you have some interest in your property being transferred from entity A to entity B, you need to look at acquisition. That could be just a temporary construction easement, a permanent drainage easement, a servitude, you name it. There will be plenty of opportunity to look at how do I acquire? Just tell me how and what I need to do.

So before you get down this path, you really need to have this conversation because if you embark on involuntary acquisition, appropriately you will, by default, disclose to the property owner that you will not -- eminent domain would not be using your activity. Therefore, you are taking that off the table. You can't switch horses midstream on this, and if you try to, you're just going to open up more problems for you. I guarantee you. I've been down this road before with grantees.

But really, what you're looking at is who is my buyer and who is my seller? And even if you were to approach something as the involuntary route, that does not mean you are committing to acquiring property by expropriation or condemnation. It's just simply, we'd reserve that as an option. You've already met the compliance burdens that you could proceed with that and not have to start from scratch, which I just mentioned. We really try it on anyway.

But for a voluntary acquisition, it doesn't matter if you have a willing buyer or seller. I mean, that is incidental to that kind of activity. But if the agency that is doing the property acquisition has eminent domain authority, not if they're going to use if they have it, if they're authorized under the state to -- with those powers, then you have to meet a four-part test in order to be considered voluntary. No specific site needs to be acquired, meaning that you can't have a defined geographical area where you are purchasing all or most of the property within a specific length of time.

And you're also going to be -- the final two elements are disclosure to the property owner and you're telling them, point blank, at the time you make an offer, this is what the property's valued at, and, oh, by the way, we will not use eminent domain to enforce the sale. You could still settle at a price higher or lower than what that amount is of fair market value. But there's not a lot of compliance obligations with that. There's not even an appraisal requirement for voluntary acquisitions. But I can tell you, for cost restability purposes, the fact that the Uniform Act does not require an appraisal doesn't mean that you shouldn't get one, and especially when you're going above purchasing vacant lands or single family residences, if you're talking about purchasing storm damaged, income producing property or specialized property in a post-disaster environment, you really need to spend money to get a good appraisal on those things.

So if you're an agency or a person that doesn't have eminent domain authority, then it's simply just making those two disclosures. Here is what I believe the property value to be. I will not, I do not have, and will not use eminent domain authority. And that would really be it in terms of your Uniform Act compliance. Again, if you have that option to make at the beginning of your activity, that's going to tell you a lot from there on out because you could not make a relocation payment to an owner. That wouldn't be an eligible cost, by definition they're not going to be considered a displaced person.
Evaluation, we've already talked about. You can do that two different ways, pre or post flood. Really, with Uniform Act, it's says Uniform. I don't really care about the outcome being the same for everyone because it won't be. It will be tailored to the property, to the individual household or business needs. What we're looking for is a uniform method of appraising property, is uniform method of acquiring it, uniformly determining how their relocation payments are determined.

You can waive the 30 percent of household income requirement. Uniform Act for tenants gets into not just insuring their monthly housing costs are covered post-displacement, but also it gets into some income restrictions. So that is something the state would be able to come up with an alternative requirement. Basically, you could just compare monthly housing costs, rent and utilities to rent and utilities on displacement.

Usually, with comparable dwelling, you would only -- you would never provide anyone a voucher if they're not currently receiving government housing assistance. Under the waivers and alternative requirements, that is something you can look at if cash is an issue.

Residential moving payments, I'm racing through this because, quite honestly, the issues that I see with grantees have very little to do with these waivers and alternative requirements. They can make your life easier, but by and large, I see a lot of tripping up from just the standard failure to really get the difference between voluntary and involuntary and other types of things. But these certainly can be a benefit.

Usually, when you displace a residential occupant, they can choose between actual cost or fixed amount based on a schedule. You can have authority to create your own schedule other than the one that's provided by the Federal Highway Administration.

One-for-one replacement, this is a big one, and this is not a Uniform Act waiver. It's getting into the Section 104(d) regulations. If you have units that are damaged by the disaster and you're using CDBG, the disaster funding, for demolition, and those units are not suitable for rehabilitation, you would not be required to complete a one-for-one replacement plans. But we would have a specific -- you would detail that plan and the alternate means. You wouldn't have to necessarily do it by project by project. But I have that not suitable for rehabilitation underlined and italicized for a reason, is because depending on when you're carrying out your project, again, you may not be doing these activities until years down the road of recovery. Some of your proposed sites may have become reoccupied, and to the extent that you have persons living in them, they're not going to be covered by this exemption. So that would be something that we would need to hopefully look at well in advance, especially if you're getting into a number of housing units.

The other big thing that I especially want to talk about, is getting federal agency joint projects. So we would want to make sure that you have or are using the waiver so that you would not be obligated necessarily to pay enhanced relocation assistance to low income tenants that are displaced. Usually, there will be two mathematical computations for either Uniform Act and Section 104(d) assistance. In a nutshell, one is calculating a rental assistance payment over 42 months, the Uniform Act, and Section 104(d) makes that mathematical computation over a 60-month period. And so, what this waiver does would be to create a level playing field.
And the Section 414 waiver is what you had mentioned earlier, that no person can be denied relocation assistance for their failure to occupy a unit. And that does get fairly tricky in terms of how you would document at what point that person, had it not been for the disaster, they would still be a resident -- in occupancy of that site. And again, this only applies to residential displacements. This would be the, again, the kind of thing where it can -- you can carry it out. You would just need to make sure that you work up those details with myself or one of my counterparts because there's really no statute of limitation on this applicability other than what may have been written into your appropriations.

And the last slide is, we only had limited time today, but I do want to make everyone aware that we have a number of guidance on our websites, including an entire handbook on compliance. We have guide form notices, claim forms, chapters that get into what you need to have in your files depending on what kind of displacement it is, planning and budgeting guides -- there's a lot of resources out there and there's also of resources that I have in my tool box that, if you ask, I can provide. But you have to ask and let me see if I have something that might be of use for you.

But there is no -- you don't get bonus points for creative writing when you're doing Uniform Act stuff. So feel free to plagiarize to the extent that you are finding a model that has a proven success and we can modify that towards whatever it is you're trying to accomplish. I know I didn't really get into a whole lot of details and specifics, but, like I said, really what we wanted to do is make the phone calls and e-mails and get the wheels turning so that when you can get back to your offices, then you start reaching out and contacting us to see what it is we might need to troubleshoot.