BLUEGRASS BULLETIN

Fall 2025 Newsletter

President's Message November 2025

Friends,

I am pleased to address you as Chapter President. It is still rather surreal to think of it all, somehow I've lasted 13 years in this business and have managed to find a wonderful professional society like IRWA Bluegrass Chapter 25.

If we have not yet had the pleasure of meeting, I am a Right-Of-Way Agent IV working out of KYTC's District 11 ROW office in Manchester, 20 miles east of London. Over the years I've been blessed to work the appraisal, acquisition, relocation, property management and surplus disposal roles, benefiting from plenty of project experience and excellent training thanks to the KYTC arrangement with IRWA. I truly enjoy talking shop, so please, share your best stories with me!

Thanks to all who attended our June installation meeting at Claudia Sanders Dinner House in Shelbyville. The chapter board and I are committed to maintaining our educational standing and providing robust value for our members.

I am very appreciative of the assistance from Past President Mike Penick, SR/WA and Vice President Jamey Cash, SR/WA as I learn the lay of the land. It is wonderful and humbling to serve in this role, and I am grateful to be working with so many great folks.

(continued on page 2)

IRWA BLUEGRASS CHAPTER 25

Purpose

We improve people's quality of life through infrastructure development.

Mission

We empower professionals by elevating ethics, learning, and a standard of excellence within the global infrastructure real estate community.

www.irwa25.org
www.irwaonline.org
www.irwaregion5.org

Disclaimer: *The views and opinions expressed in this publication are those of the authors and do not necessarily reflect the official policy or position of the organization.*

President's Message November 2025 (continued)

It was great to see Travis Carmack, SR/WA's terrific panel discussion amongst the offerings at the Partnering Conference in early September at the Central Bank Center in downtown Lexington. This event seems to have completely regained momentum following the pandemic, posting crowds of over 1,000 for two years running.

I am grateful for the opportunity to attend the IRWA Region 5 Fall Forum held earlier this month in Cincinnati, Ohio along with Mr. Penick, Otto Spence, SR/WA, Valuations Chair Doug Grant and International Director 1 Year Chad Cutsinger, SR/WA. Extracurricular activities included putting a bet on the Chicago Cubs at the Cincinnati Reds' in-house sportsbook, just steps away from the spot where Pete Rose set the all-time hit record; life is amazing at times.

I'd like to welcome new member William Phelps, an old friend who has returned to the area after a spell in Chapter 8, Houston/McAllen, Texas. A warm welcome is also extended to new members Hannah Walker and Max Coburn, both of Palmer Engineering; Hannah has graciously accepted a posting to our Valuations committee, while Max has courageously accepted a posting to our Young Professionals committee.

Our committee chairs contribute terrific insights at our monthly meetings. I am incredibly blessed to call each of you colleague and friend; going forward, I hope to make more friends and encourage more members to make the next step and get involved with the chapter – I promise you won't regret the latter!

Sincerely,

Orie Dobson, SR/WA

Right of Way 222: Those Complicated Property Owner Discussions

By Mike Penick, SR/WA, Education Chair, and Instructor

"Thank you for meeting with me, Mr. Washington. Here is our written offer of $5,200 based on the needed right of way…"

"$5,200?!! You're kidding, right? Forget it. I want $35,000!"

"Mr. Washington, can you provide information as to why you are wanting $35,000?"

"Because I said so. You all have some nerve trying to low ball me. That's what I want, and if you're not going to pay it, then go!"

"But Mr. Washington, if you will just–

"I SAID GOODBYE!!!"

Ah, the very interesting conversations we have with some property owners. It can become intense and cantankerous, sometimes very quickly. All of us have come across that one owner or individual we are negotiating with who is unreasonable and unwilling to move from their anchor.

The discussion may seem hopeless, and in some cases, it is. There is good news, however; if you can find a way to fight through the discontent to reach the heart of the true issues, then we can find a way to complete the discussion and (if allowed) provide some solutions.

Let's dive into our previous dialog example. Mr. Washington has taken a hard line on his position of wanting $35,000; we know we don't have that authority to automatically grant such a request. Our job is to find a way to get Mr. Washington away from his position of wanting $35,000 and find out what is really driving his demand. The process is called **interest focus**, which starts with getting people away from their position (what they said) to getting to the heart of their real interest (why they said it). Now, doing so does not mean we're going to arrive at an agreement, but if we can get to the real driving issues of the negotiations, it will make our jobs less stressful and provide options and alternatives, especially if we're heading to an impasse or a deadlock.

We know we can't give Mr. Washington $35,000 just because he says so. So, how do we reach Mr. Washington, who is totally unreasonable?

(continued on page 4)

Those Complicated Property Owner Discussions (continued)

First, take a step back and conclude the negotiation for the day; the old adage of "letting cooler heads prevail". Mr. Washington has asked us to leave, and we're doing so, yet we still want to be courteous and thank him for his time meeting with us. Ending the discussion on a positive note will go farther than you think. Allow the negotiation to "rest" for a few days, and then reach back out to Mr. Washington when the waters have calmed.

Hopefully after some time has passed, we can try again and have another discussion with him. If he's still irate after a few days, then we know we're going to have to head to the next phase of negotiations, which is implementing our BATNA (for most of us, this may be the use of eminent domain). However, if a few days has indeed softened the attitude of Mr. Washington, then it's time to revisit the position.

Assuming Mr. Washington has settled down and is willing to talk to us again, we can then probe him to find out the underlying trigger of his request for $35,000. Asking good questions, checking for clarity, and repeating back to let Mr. Washington know we are listening to him.

"Mr. Washington, when last we talked, you stated you wanted $35,000. Will you tell me why you are requesting almost $30,000 more than what we've determined to be fair market value?"

"Your project is taking my new well. I went through hell to get that installed and permitted. Also, the last time you all did construction, you damaged my horse fencing, and my house was covered with so much dust I had to get it pressure washed."

OK. Now we're getting somewhere. At least we have a much better understanding of why Mr. Washington is anchored at $35,000. That doesn't mean that we're going to reach an agreement or be able to get his signature, but now we know at lease some of the underlying issues.

We still need to keep probing and get Mr. Washington to provide more information. Was this truly OUR project, or another entity? Developers for construction are notorious for making messes and not cleaning them up. However, that new well may indeed be an issue that requires some mitigation, if it's within our project limits and disturb sections.

"Thank you for pointing out your concerns, Mr. Washington. I'll have your well investigated by our engineers to ensure that it's not impacted. On the previous project construction, I have no records of our agency doing any previous work. Can you tell me when it was and what you observed?"

(continued on page 5)

Those Complicated Property Owner Discussions (continued)

Probing, listening, and responding with the truth. Getting the owner to talk and keeping the owner talking is important. Remember not to take any criticisms personally; many times, people have underlying issues or problems that have nothing to do with you or our project. We're not psychologically qualified to assess someone's true competency, so all we can do is attempt to negotiate if they will permit us. People can be difficult by choice; be OK with it. If we can find away to get into a "problem solving" negotiation instead of a distributive negotiation, we'll be successful.

Maybe we don't solve all of Mr. Washington's problems but allowing him to state those issues by talking to us will go much further than if we allow him to get us flustered. Stay the course, don't take it personally, and be open to listening without interrupting. You'll be able to head into any negotiation with more confidence when those "difficult" property owners arise.

--Mike Penick

Residential Move Costs

A Relocation Assistance Review

By Sarah Orange, R/W-RAC, Chapter 25 Relocation Assistance Committee, and Agent IV
For KYTC District 2 Madisonville Office

Large scale reviews of changes to the Uniform Act as a whole are very informative and helpful, but sometimes a targeted review with a limited scope meets the need at hand. That's the intent of this article, proposed to be one in a series of articles, reviewing small bites of the URA, KYTC Policy, and practical application in the field.

We will start by reviewing what stayed the same and what changed in the CFR's regarding residential move costs, then move into how KYTC's policy manual reflects those changes, and finish with an example demonstrating what steps to take in what order to facilitate the move and payment of eligible benefits.

We are looking in the CFR's at Subpart D, subsection 24.301. Paragraph (b) tells us the actual, reasonable, and necessary costs to move personal property from a dwelling can be payable as a commercial move, self move, or a combination of the two when no part of either move duplicates the other.

A commercial move is a move performed by a professional mover, with two bids required for a move exceeding $5,000.00, and can be paid directly to the moving company. The $5,000.00 threshold is new with this update to the CFR's. Previously agents had the option of obtaining one bid up to $50,000.00, and $100,000.00 for billboards.

A self-move can be based on the fixed rate/room count schedule (see: https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm) with a minimum payment of $100.00 for a move with limited possessions or a move from a dorm style room. The current fixed rate/room count schedule allows $700 for the first room and $200 for each additional room. The dollar amount for the first room is higher because it includes payment toward the costs to establish utility service at the replacement dwelling. A self-move can also be based on actual costs, documented by bills and receipts. New with the 2024 CFR updates, in the case of an uncomplicated residential move and with a waiver signed by the displacee it can be based on a staff estimate if the costs does not exceed $5,000.00.

Two major changes affecting residential moves came out with the 2024 CFR revisions. One is found at 24.301(b)(2)(iv), and adds the ability for residential displacees to move themselves for the low commercial move bid minus an allowance for the commercial mover's profit (25% reduction of the low commercial bid, per KYTC policy). The second major change is that 24.301(g)(7) adds reimbursement eligibility for application and credit report fees up to $1,000.00 for tenant displacees.

(continued on page 7)

Residential Move Costs (continued)

Here is a side by side comparison of the 2019 vs. 2025 Relocation Assistance Manuals regarding residential move costs:

RA-503 Residential Moves – Move Methods	Deleted mobile home Outlined commercial move & self move (Fixed Rate, Actual Cost, Staff Estimate, & Commercial Mover Estimate "reduced by % on 62-206")
MOVE METHODS **Self-Move**—A move performed by the displaced person, payment for which is based on the fixed-rate residential moving cost schedule. When multiple occupants move to separate locations using a fixed-rate schedule payment, each eligible displacee receives a prorated share of the first room payment, which includes a dislocation allowance to connect utilities. (See **RA-508**, "Fixed-Rate Schedule Moves.")	**MOVE METHODS** **Self-move**—Moves that may be performed by the displaced person in one or a combination of the following methods: ♦ Fixed Residential Moving Cost Schedule. A fixed rate move payment is based on a room count and the volume of personal property to be moved, as described in RA-508. When multiple occupants move to separate locations using a fixed-rate schedule payment, each eligible displacee receives a prorated share of the first room payment, which includes a dislocation allowance to connect utilities. ♦ Actual cost move. Supported by receipted bills for labor and equipment. Hourly labor rates should not exceed the cost paid by a commercial mover for moving staff necessary for moving the residential personal property. Costs for moving personal property that requires special handling should not exceed the hourly market rate for a commercial specialist. Equipment rental fees should be based on the actual cost of renting the equipment but not exceed the cost paid by a commercial mover. ♦ A staff moving cost estimate. Prepared by a qualified relocation agent, as developed from a thorough review of the personal property to be moved and documented costs for materials, equipment, and labor. Hourly labor rates should not exceed the cost paid by a commercial mover for moving staff. Costs for moving residential personal property that requires special handling should not exceed the hourly rate for a commercial specialist. Equipment rental fees should be based on the actual cost of renting the equipment but not exceed the cost paid by a commercial mover. The cost of materials should equal those readily available locally. ♦ Commercial mover estimate. Based on the lower of two bids from a commercial mover. The move estimate shall be reduced by the percentage designated on **TC 62-206**, *Moving Expense Estimate/Bid*, to eliminate overhead/profit from the moving cost bids to establish a reimbursement eligibility.

(continued on page 8)

Residential Move Costs (continued)

*The full Relocation Assistance manual is available here: https://transportation.ky.gov/Organizational-Resources/Policy%20Manuals%20Library/Relocation%20Assistance.pdf

Now that we have taken a look at the changes to the CFR's and to KYTC's Relocation Manual, let's walk through an example of what steps are taken in what order to document eligibility and provide a residential move cost payment.

For purposes of this example we will assume we are working with an owner occupant. We will have met our displacee at the appraisal inspection appointment during preparation of the Acquisition Stage Relocation Report and will have given them a brief overview of the move methods available to them, along with the Relocation Assistance informational booklet. The offer to purchase meeting when the offer to purchase the acquisition area(s) is presented to the displacee, is our Initiation of Negotiations and the starting point for relocation assistance eligibility. At this appointment, we will provide the 90 Day Notice and photograph the personal property to be moved. In our example, our owner occupant has a furnished home with a detached garage. The displacee plans to have commercial movers take care of the furniture and personal property inside the home but prefers to perform the move of the contents of the garage themselves.

We will use photographs of the personal property in each room of the home to populate a TC 62-68 Certified Inventory form. We will take the populated Certified Inventory form to the appointment with the commercial bidders and obtain the displacee's signature on it at that time. When possible it is preferred to schedule to meet both bidding movers at the home at the same time for an inspection of the personal property to be moved so that both movers are present for any questions and answers about the process and scope of work.

The agent will explain to the movers that their bids will need to be provided on letterhead, dated, and with a signature from a company representative. The agent will also let the bidders know they can provide a W-9 and an invoice for the bid fee to request payment if a fee is charged, and also let them know that if their bid is selected the bid fee amount will be deducted from their payment. Procedural note: checks issued to movers for their bid fees need to be added to the TC 62-210 parcel closure form.

We will create a separate Certified Inventory form for the move of the contents of the garage because in this case we are basing the move payment on a staff estimate and the displacee will be checking the waiver box on the form when they sign. Having the separate Certified Inventory form makes it clear which property is included in which scope of work, that there is no duplication of payment, and that the displacee waived commercial bids for the contents of the garage and not for the contents of the house.

(continued on page 9)

Residential Move Costs (continued)

We will use one TC 62-206 form for approval of the move costs, listing under the Commercial Move section both bids for the contents of the house and also under the Staff Estimate section we will list our staff estimate for the garage contents. In the Remarks section of the form we will explain our staff estimate, such as, "estimated 8 hours of labor, based on rates obtained from Moving Company X, plus rental of a rollback truck based on rates from Equipment Rentals Company X."

The move cost pre-approval packet will consist of the following: TC 62-206 Moving Expense Estimate/Bid, both move bids (signed, dated, on letterhead), both TC 62-68 Certified Inventory forms, TC 62-77 Record of Contacts with an entry explaining what is being submitted. For example, in this case the agent would say something like, "Agent obtained bids from Bob's Moving ($18,450.00) and Moves'R'Us ($16,589.00) to move the contents of the home, with Moves'R'Us having submitted the low bid. Preapproval for move costs is requested in the amount of $19,589.00, which includes an additional $3,000.00 for a self-move of the contents of the detached garage based on a staff estimate, with signed waiver on the CI form." Before submitting it's a good idea to run through all of the forms and make sure you have complete and correct project number information, that the parcel number is styled with three digits, that your math adds up, that you have carried forward the project numbers to the header on the subsequent pages to the Record of Contacts form, and that you have filled in the citizenship verification block, also on the Record of Contacts form. The packet PDF will need to be named with just the parcel number and the purpose of the packet (027 R Move Estimate) but the subject line of the email will need to include the county and item number for the project.

As soon as we have an approved 62-206 form we will issue a Move Authorization to the displacee and let them know they are not required to move at this time and will not be required to move until they receive payment for the acquisition, but if they wish to proceed with the move they may and on agent verification of completion of the move they can be provided the approved payment.

The length of time between the Move Authorization and the 30 Day Notice will vary from parcel to parcel depending on how long negotiations are ongoing. When payment for the acquisition is received, or when we have an IOJ and funds deposited in court, the 30 Day Notice can be issued. There should always be a Move Authorization on every parcel, but there may be times that the displacee moves before a 30 Day Notice would be due and one may not always be issued.

We will want to stay in contact with our displacee so that we are aware of when they intend to begin their move. Payment for the pre-approved move costs can be requested in advance of completion of the move so that check delivery can happen at the move verification appointment. The packet to request payment of move costs will consist of TC 62-221 Payment Summary, W-9 for the Commercial Mover (if applicable), TC 62-99 Residential Move Claim, TC 62-206 Signed/Approved Move Estimate form, Bill from mover along with their bid for the work (if applicable), TC 62-28 Certified Inventory, and TC 62-77 Record of Contacts with an entry detailing what is being requested and whether the move has been completed and/or will be verified to be complete before delivery of payment.

(continued on page 10)

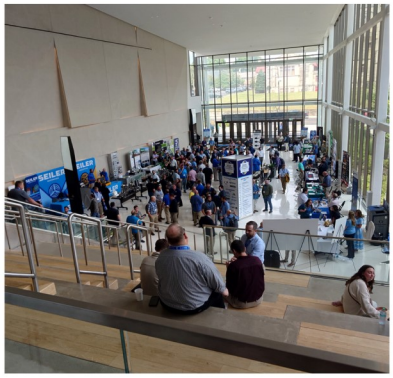
Residential Move Costs (continued)

When we personally inspect and photo verify completion of the move we will take photos of the displacement site from the same angles and locations as shown in the Certified Inventory form so that the TC 62-238 Move Verification form clearly shows the personal property has been removed and the site has been vacated.

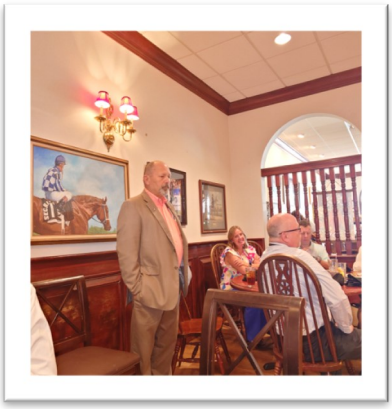
From CFR changes, to manual updates, to a walk through an example, I hope you find this review of residential move costs helpful.

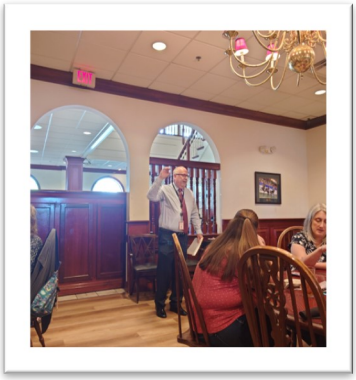
- Sarah Orange

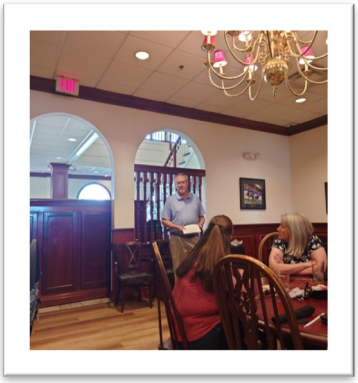
Partners Conference 2025

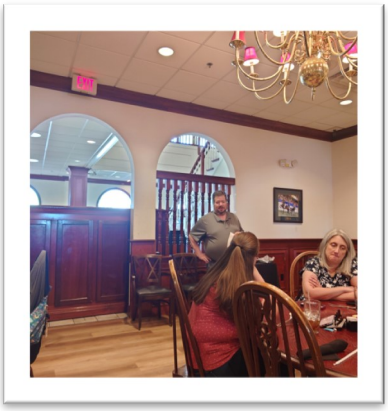


August General Membership 2025









Fall Forum 2025

Forum

Woodford Reserve

Chapter 25 Christmas Banquet