** STATE OF OHIO DEPARTMENT OF TRANSPORTATION**

 **RELOCATION ASSISTANCE AGENT’S NOTES**

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| MUS 376 5.09 |
| County Route Section010-1 115989 |
| Relocation Parcel No. PIDThomas Rodgers, Hope Miller, Aydin Foley |
| Relocatee’s Name(s) |

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| *NOTE: All entries must be typed and signed or initialed by the Agent on the date of entry.**To add an additional row, tab from the end of the last Entry field.* |

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| **Date** | **Entry** |
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| 06/07/23 | Allison Durant and Tricia Polt attempted contact with Charlie Rodgers by going to a second location attached to a family member. Allison was able to speak with Charlie’s mother, Jenny, cell 740-704-1526, who informed Allison the house in Gaysport was purchased for Thomas but because of his age at the time, the deed was to Charlie Rogers. She provided a phone number for Charlie and stated she would get in contact with her as well. |
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| 06/08/23 | Allison Durant and I entered the property up the very long driveway which is a little treacherous on both sides with possibility of steep sides on both right and left of drive. It is passable. Mr. Rodgers was not home but the cousin, Ayden, was at home prior to going to work. Aydin gave entry to the property, and we walked around on the inside to get a baseline as the property has been under rehabilitation for years to create living space from the historic schoolhouse/church. |
|  | Aydin showed us the newly remodeled utility/laundry room which is attached to the bathroom which was being upgraded but was unfinished at the time with tile, flooring, or paint/wall coverings. |
|  | Aydin provided his contact information and let us know he would have Thomas contact us when he saw him later that day. |
|  | I let Aydin know that as a tenant I would need information concerning his status once determinations were able to be made. He understood what was going on and how it affected him in the future. He told me he would have Thomas call me. |
|  | Aydin provided me his cell phone number 740-647-2404, texting is easier. |
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| 06/09/23 | I was able to speak with Charlie Rodgers to discuss necessity of meeting face to face at the property. Ms. Rodgers explained she is very pregnant and taking it day-to-day, so appointment needed to be scheduled in the next week or so. We agreed to an appointment 06/15/2023. I asked her if it was OK to visit the site and contact the people living at the property, her brother, and their cousin. Ms. Rodgers was agreeable and I let her know Allison Durant and myself would be travelling to the displacement site on 06/15/2023. |
| 06/14/23 | Coordinated visit with appraiser, Nathan Garnett. |
|  | Pre-Acquisition Survey Meeting |
| 06/15/23 | Patty Moorman, Allison Durant, Kimber Heim, and the contract appraiser, Nathan Garrett were scheduled to meet at the property at 10:00 am, 6/15/2023. |
|  | As we arrived at the displacement property located at 8895 Gaysport Hill Road, Gaysport, OH, 43720, the appraiser, Nathan Garrett, had already arrived. Recorded owner, Charlie N.Rogers, her father, Thomas Rodgers, Sr., and Charlie’s toddler arrived at 10:00 am as well. |
|  | At this time, I proceeded to the front door and was met by Thomas Rodgers and Aydin Foley. |
|  | Charlie Rodgers, her father, Allison Durant, and Patty began to discuss the project and walked through the upper area of the property. |
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|  | Thomas introduced himself to me and let me know his girlfriend who lives with him had already left for work. I told him thanks for letting me know there is another occupant besides Aydin and himself. I explained ODOT was planning a project which would require a complete acquisition of the 1.061 acre property to include their current home. I let Thomas and Aydin know my role in this process of Relocation Assistance was to gather information for their relocation and to provide the three of them, Thomas, Hope and Aydin, services required by a Federally mandated program to assist them in transitioning from the displacement site, where they live now, and the replacement site. |
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|  | I gathered all the names and contact information from Thomas, Aydin and Thomas provided me Hope’s cell phone number and name. Thomas explained the property was in his sister’s name due to his age when the property was acquired. I let him know this will impact the details for the relocation. Thomas further explained Charlie did not have any personal property in the house or on the property. I explained Thomas, Hope and Aydin are tenants residing at this location would be considered for consideration of rent supplement payment (RSP) and moving costs associated with moving the personal property from this location and to the new location chosen by them. I explained how the Rental Assistance Program worked. I provided both Thomas and Aydin the non-residential relocation assistance brochure. I explained the brochure will be a guide for the process and provides information about the possible benefits for tenants (non-residential displacees). |
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|  | Thomas took me in to the structure through an entryway into a remodeled schoolhouse/church per the historical information I have found associated with Gaysport and the original plat. Once you leave the entryway, you enter a great room approximately 35 x 15 includes the living room area and the kitchen area, about equal parts of the room. Through the kitchen is the newly remodeled laundry/utility room with an entry from the outside and then through a doorway the full bath with shower, sink, and toilet. These two rooms appeared to be about 20 x 15 each. |
|  | The living room has a sliding glass door which opens to a balcony deck, approximately 30 x 8 in size. |
|  | Off the living room are two bedrooms, one for Thomas and Jenny, and the other occupied by Aydin. A third bedroom is vacant sleeping accommodations or TV but did have a closet already installed. Thomas then told me about the front room that is blocked off by the entertainment center for safety as the floor is suspect.  |
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|  | I then went in to the different types of moving options the three of them would have, for example, Contract Move, Actual Cost Self Move, Fixed Payment Move Schedule (Self Move) and Combination of Contract and Self, etc. |
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|  | The first possible move type is known as the Fixed Payment Move Schedule (FPMS), or self-move. I stated that if this move type was chosen, it would be based on a residential room count with the possibility of additional “pay rooms”. I showed him the residential room count schedule within the residential brochure and explained that a room count would be taken based on the number of residential rooms within the home. I stated that a residential room was a room where typically families would gather. This would include such rooms as: family rooms, living rooms, kitchens, dining rooms, bedrooms, finished recreational rooms, etc. I also stated that those areas not included in the residential room count would include: bathrooms, utility rooms, hallways, closets, unfinished areas, outbuildings, garages, etc. I informed him that a residential room count would first be taken to establish a base for the FPMS payment and that if there were additional areas not included in the residential room count, an inventory of those area’s would be taken. From that point, a “pay room” determination would have to be made in order to add payment to the established residential room count. I stated that a pay room is equal to a residential room in terms of personal property to be removed and that they were paid at $200.00 per pay room. I stated that once a total cost FPMS amount is determined, it was the responsibility of the displacee to complete the move in total (including removal of all personal property, trash and/or debris). I informed him that the FMS was an all-inclusive move amount and that the monies provided are determined to complete the move in its entirety. It was explained that the move schedule includes a dislocation allowance for the first two rooms to compensate for utility hook up expenses (i.e., reconnection of phone, cable and/or appliances) as well as removal of personal property items from areas of the residence not considered in the residential room count, such as hallways, utility rooms, etc.Next, I reviewed a residential Contract Move (CM). I explained that the CM was a move to be completed by a professional mover. I stated that either he or myself would need to contact two reputable movers in the area (licensed, bonded, insured, etc.) and have them come out to the property to provide a firm bid (aka “not to exceed”) estimate as to the amount it will take to complete the move in its entirety (packing, crating, transporting, unpacking and uncrating costs, as well as full replacement value insurance). I stated that the two signed and dated estimates from authorized representatives of the moving companies contacted will need to be received (please note: on a low- cost move, a move anticipated to be under $2,500, only one reasonable bid will need secured) and will be reviewed with the lower of the two move estimates to be established as the maximum amount the agency will reimburse for completion of the move. I explained that any bid is found to be unreasonable, additional bid(s) will be secured until at least two acceptable bids have been secured. It was noted that he was not required to choose the lower of the two bidders as his actual mover and he may choose whomever he wished, however, the agency will only reimburse up to the amount of the low bid received or the actual amount of the final signed and dated move invoice (which will need to be marked as “paid in full”), whichever is less. It was noted that he can pay the mover directly upon completion and submit an invoice and proof of payment for claim reimbursement or the agency can pay the mover directly through execution of a letter of assignment. It was noted that in either case, it would take time for reimbursement to be received (approx. 6-8 weeks) and if an assignment is elected, the mover would need to be informed of the waiting period to receive payment prior to submission of the move bid. I said that if the final move invoice is more than the approved bid amount as a result of unforeseen circumstances or changes in the condition of the move not the fault of the displacee or mover, the agency may reimburse a higher amount upon approval and the conditions surrounding the increase will need documented fully. If additional move expenses are added not as a result of unforeseen circumstances, the additional amount will be the ultimate responsibility of the move contractor. I also explained that if the move was a distance of more than a 50-mile radius from the displaced site, the bid(s) to be secured will only include the cost for the first 50 miles and they would be responsible for the actual transportation costs only beyond the 50-mile marker (unless otherwise pre-approved by the agency). I additionally noted that as a part of this move, reimbursement of disconnecting, dismantling, removing, reassembling and reinstalling relocated household appliances and other personal property is applicable (this includes but is not limited to cost to reconnect telephones, cable TV, gas dryers to nearby gas lines, refrigerator ice makers to water lines, etc.). I stated that major plumbing alterations to the replacement site to accommodate appliances are not reimbursable, however. |
|  | I then reviewed the final move type, the residential Actual Cost Self Move (ACSM). I stated that this move was completed as a self-move by the displacee. I noted that the first action to occur when electing this move type is to draft a signed and dated written statement estimating total move costs, including estimates for time, labor materials and equipment and must be reviewed and approved prior to the start of the move. I said that hourly labor rates may not exceed the cost paid by a commercial mover for a beginning laborer and equipment rental fees should be based upon local rental fees. Should an agreement of estimated move costs be disputed, and a reasonable estimate cannot be received from the displacee, I stated that a move estimate(s) will be obtained to establish a reasonable cost and used only as a basis to determine reasonableness of the displacee estimate and not to be used as a basis for actual reimbursement. It was noted that during the move itself, they must keep track and document the actual costs incurred in the move, including receipts for rented equipment as well as costs for time, labor and materials would need to be submitted for review and comparison to the estimate originally submitted in order to determine the actual reimbursement amount. I additionally noted that as a part of this move, reimbursement of disconnecting, dismantling, removing, reassembling and reinstalling relocated household appliances and other personal property is applicable (this includes but is not limited to cost to reconnect telephones, cable TV, gas dryers to nearby gas lines, refrigerator ice makers to water lines, etc.). I stated that major plumbing alterations to the replacement site to accommodate appliances are not reimbursable, however. Finally, I explained that if the move will be a distance of more than a 50- mile radius from the displaced site, the estimate and final move invoice can only include the transportation cost for the first 50 miles (unless otherwise pre-approved by the agency).I also informed him that upon selection and determination of the move type and actual or estimated (or bid) amount, a move authorization letter will need to be issued which will note the type of move selected and approved amount, the agreed upon date of move completion, notification of move completion will be the responsibility of the displacee, a post move inspection will be completed to ensure completion of the move and finally, if all items are not moved and the site was not considered as “broom clean” the agreed upon amount may be justified. I advised that if the move was started or completed prior to receiving a written move authorization letter he could potentially lose his eligibility for a move payment. I stated that after the move was completed, I would need to be contacted immediately to perform a post move inspection of the displaced site to ensure removal of all personal property, trash and/or debris. I stated that this inspection must be considered as passed before any move payment(s) are distributed. I informed him that the move authorization letter will be received either on or after the actual offer date (which establishes RAP benefit eligibility). I finally informed him that if needed, a combination of these moves could be utilized to complete the move in its entirety, if required due to an unusual circumstance and also approved by the agency. |
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|  | I then explained the benefits for tenants are limited to rental supplemental payments in the event there is a rent difference between the displacement site plus utilities and the relocation site and utilities. For example if there is a difference between the two, the difference is multiplied by 42 months to arrive at the total Rental Supplement Payment for the household. I provided an example of a difference of $100 x 42 months = $4,200.00. This amount will be paid to the household to assist them in when they are renting the replacement site. I explained depending on credit status and financial ability, I will assist in any way possible to get them in to a replacement site as soon as they find where they want to move. |
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|  | Thomas then provides his understanding of the ownership of the property. Charlie was deeded the property as he was not 18 yet, and the siblings had not taken the time to transfer the property to Thomas. He explains he lives there with Hope and Aydin, they all work at Wal-Mart in South Zanesville OH. I let them know I would need at least three paychecks to make the financial determinations and Aydin and Thomas both agreed with no issue or concern. |
|  | Thomas then asked whether they could move into another place as they are together now or could they move into their own place? I explained once the determinations had been worked through, a relocation offer would be made to eligible tenants. I asked how long they had been living in the property and about a year was the reply from both Thomas and Aydin. |
|  | I asked Thomas if he paid rent. His answer was No. I verified Aydin was the same situation, no rent but was working on the place to renovate it. From what I gathered from Thomas, Charlie and their mother, Jenny Rodgers, the property was bought for Thomas as a project to create his own home. Again, Charlie is the owner, Thomas is the tenant, but both contend Thomas is the true owner. |
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|  | I told them ODOT would determine who owned what as far as personal property by using an RE 95 which I showed him and Ayden. As a group we moved outside to discuss the personal property on the exterior of the abode. Thomas began to explain there were windows and renovation supplies outside under the carport that were owned by him and his father, Thomas W. Rodgers. The truck is not running at the time but owned by Thomas. I explained if determined eligible, the truck would be moved as personal property. At this time, Thomas and Charlie’s father, Thomas W. Rodgers, spoke up explaining the items he would like to remove from the property. I explained to him the RE 95 I am completing will detail exactly who owns what and whether could be moved or would be purchased. |
|  | I explained the relocation process begins with a determination the structure was being “taken”, purchased by ODOT based on the plan needs. I explained the plans and the geotechnical issues being experienced are all throughout the hill the structure sits on. The hill has been determined to be unstable on the east side which abuts SR 376 and engineers believe the issues affect the entire property. |
|  | I explained once determinations had been made concerning relocation displacees, I would be presenting them a letter informing everyone to their rights and details. I explained all the property would be moved to their new location if determined eligible.  |
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|  | At this point, Aydin asked if he wanted to move separate would that be allowed. I explained the tenant RSP Rent Supplement Program and if determined eligible for benefits, I would present the three of them with comparable rental locations for them to look at, visit in person, and then they could make decisions about moving as a group, moving as two and whether they wanted to buy a place rather than rent go forward. |
|  | Both Thomas and Aydin were interested and agreeable to the discussion about relocation. I told them it would probably be September 2023 before I visited again to discuss eligibility. I requested Thomas and Hope’s cell numbers for contact. I asked if it was best to text them or call, both agreed text was best for initial contact. At this time, we moved outside to join Charlie, Patty, Allison and Thomas W. Rodgers. |
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|  | Patty, Allison, and I exited the property after Charlie and her father, Thomas W. Rodgers. We discussed some of the issues at hand: ownership, landlord, tenant, not paying rent, would they move and not pay rent there in the after to Charlie. Patty said she needed to think about the scenarios and how best to move forward. |
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|  | Patty and I agreed a second meeting for me would be in order to complete the RE 95 and gather the detailed information. The shed owned by Charlie is full of personal property, shed ownership questionable. The father having the renovations supplies, the truck non-op at this time, all the other items in the outside area. |
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| 06/16/23 | Comparable search for market rent completed. Found various types of properties to include apartments, duplexes and stand alone homes. In my opinion, the closest comparable will be a stand alone home with a yard. The home having two bedrooms, one bath, kitchen/dining room combination, a storage room/location and place for utilities inside the property. |
|  | 1st 2 BR, 2 BA mobile home for rent + rental space and utilities, $675 per month for mobile home, rental space $100 per month and utilities of $200, gas and electric a month averaged over the year. This property located at 940 Hopewell Road N, Hopewell, OH 43746. |
|  | 2nd 2 BR, 1.5 BA duplex in Zanesville on 1328 Richey Road Unit B, Zanesville, OH 43701. Rent is $900 per month plus electric, trash, sewer and water included in the rent. |
|  | 3rd 3 BR, 1 BA stand alone home located AT 633 Baker Street, Zanesville, OH 43701. Rent is $895 plus electric, gas, water, sewer and trash. |
|  | 4th 2 BR 1 BA stand alone home located at 947 Moxahala Avenue, Zanesville, OH 43701, Rent is $1,000 per month, utilities included are water, sewer and trash. Renter responsible for electric and gas. |
|  |  | 5th 3 BR 2 BA Mobile home located at 3000 Moxahala Dr., Lot 8, Zanesville, OH 43701. Utilities are not included. Electric, gas, water, sewer and trash are required to be paid by renter. |
|  |  | 6th 2 BR 1 BA stand alone home located at 724 Shelby Street, Zanesville, OH 43701 plus utilities. Utilities renter is responsible for is electric, gas, water and sewer, and trash. |
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| 07/25/23 | Comparable search for both market rent and replacement locations: |
|  | 1st 2 BR, 1 BA plus utilities Duplex located at 102 Harrison St., Zanesville, OH 43701, $800 per month plus electric and gas, water and sewer, trash provided. |
|  | 2nd 3 BR 1.5 BA plus utilities Mobile home located at 1083 Pine Street, Lot 2, Zanesville, OH 43701. Utilities include electric, water and sewer. |
|  | 3rd 4 BR 2 BA plus utilities stand alone home located at 1532 Ridge Avenue, Zanesville, OH 43701 for $650 per month plus all utilities, electric, gas, water, sewer and trash. |
|  | 4th 3 BR 1 BA plus utilities located at 532 Larzelere Avenue, Zanesville, OH 43701 for $1,200.00 per month. Utilities are electric and gas, water, sewer and trash included. |
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| 08/07/23 | Met with Charlie Rodgers, Hope Miller and Aydin Foley at their place of work to finalize signatures on the Receipt of Brochure, RE 95 and meet with Hope to discuss the PP she might have and the details on moving these items as well as the possibility of being relocated and how that will work if approved. |
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