

March 20, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Doug Smith, Real Estate and Development Director

SUBJECT: AGENDA ITEM - Contract for Greenstar & Associates, L.L.C. for Right-of-Way Services

Attached is a proposed two-year contract with Greenstar & Associates, LLC for right-of-way services for 2006 and 2007. This company specializes in real estate services for local public agencies and is owned by Pat Petitto.

Pat formally retired from the City of Troy on August 19, 2005 and has been working as a part-time employee since that date. The first step in deciding long-term staffing patterns for the Real Estate and Development Department was to confer with Engineering to determine the right-of-way required for the next five years. Engineering, in reviewing all of its projects, expects to generate the same right-of-way acquisitions workload as in the past for the next 2 to 3 years (see attached list Addendum A: Upcoming Right-of-Way Projects).

Previously, the City Manager decided as policy, that a review of every replacement position would be undertaken. Over the past 4 months each right-of-way staff person has been required to submit an hourly accounting of work time by project and type of work. An analysis of these timesheets resulted in identifying a breakdown of time requirements for direct work on right-of-way projects (accounting for 60% of work time), while 40% was spent on other work related tasks such as assisting people at the counter, responding to phone inquiries, economic development projects or serving the needs of other departments. Therefore, a full compliment of staff (3 people x 2,080 hours or 6,240 hours per year or 12,480 hours over the next 2 years will be needed). Sixty percent of the available hours will be approximately 7860 hours for project work and the other hours are necessary to conduct other business. Therefore, I believe refilling this position is justified. The question then remains, what is the best way to fill the position.

A close examination of hiring a new Senior Right-of Way Representative to replace Pat resulted in these findings. Only a few people in Michigan have the necessary credentials. Currently, the job requires the employee to hold an SRWA designation, plus be a state licensed real estate broker and state licensed real estate appraiser. Less than 40 people have the SRWA

licensed real estate appraiser. Less than 40 people have the SRWA designation and only five or six of those have the additional required licenses (several of the listed SRWA designated individuals are now retired). A review of the requirements for this position and the continued workload (the amount and type of work) has me strongly recommending no change to the requirements for this sensitive public policy position.

Third, an examination of the market place revealed that consultants in this area generally charge \$80 to \$200 per hour. Pat was making, prior to retiring, \$85,000 yearly with a fringe benefit package valued at \$35,000 or \$120,000 in total compensation. In reviewing consultant contracts such as Dick Carlisle's and private right-of-way services, contracting out for these services to replace a full-time Senior Right-of-Way Representative, with the appropriate qualifications would cost more than \$120,000. Hiring a new Senior Right-of-Way Representative would probably cost the same or more, if a qualified applicant with successful work experience could even be found.

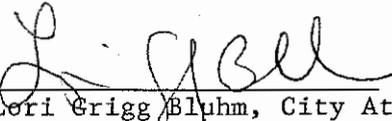
Therefore, it is in the best interest of the City, especially since it is a short duration (2 years) to find an acceptable contract with Greenstar & Associates, LLC. Pat's work has always been impeccable and she had always displayed the temperament and integrity necessary to conduct acquisitions, negotiations and discussions on behalf of the City. From condemnation of a home or business to acquiring an easement, it is always time consuming and delicate when you are dealing with someone's property and the consequences of doing it improperly (court cases) can be catastrophic.

Therefore, I recommend a two-year contract with Greenstar & Associates, LLC at a rate of \$75 per hour for 1310 hours or \$98,250, however the contract provides the flexibility of up to 1500 hours per year or \$112,500 yearly. All work will be consistent with Addendum A, which has been reviewed and agreed to by the Engineering Department. Upon completion of the contracted services for each project, a Right-of-Way Certification (see Addendum B) shall be prepared for execution by the Contractor and the City representative. The target project for work annually is 1310 hours. The contract allows for up to 1500 hours, but additional hours over 1310 would require additional project hours beyond those anticipated in Addendum A.

Attached is a contract that would provide for these services. The contract has been reviewed by outside legal counsel and is consistent with the letter from Eric W. Cholack, of Roumell, Lange & Cholack, P.L.C. dated February 27, 2005 regarding independent contractor status.

Att.

Reviewed as to Form and Legality:


Lori Grigg Bluhm, City Atty. 3/28/06
Date

**Human Resources Department**

Date: February 22, 2005
To: Doug Smith, Real Estate and Development Director
From: Peggy E. Clifton, Human Resources Director *PEC*
Subject: Independent Contractor Status

You recently inquired of the conditions under which a person who is contracted to do work for the City could be deemed an "independent contractor".

It is important to properly distinguish an employee from an "independent contractor". If classified incorrectly, the employer could be subject to unanticipated liabilities (such as for back pay, back taxes and penalties) if a court or agency views the relationship differently. An employer is subject to FICA and unemployment taxes, worker's compensation, FLSA and discrimination laws for an employee, but generally not for an independent contractor.

Attached is a letter from Eric Cholack of Roumell, Lange & Cholack, P.L.C., which provides information on issues to be taken into consideration when determining whether a person is an employee or an independent contractor. Note that no one factor is conclusive and all factors would be taken into consideration by a court or outside agency. However, this list will be helpful in reducing the risk that the position would be deemed to be improperly classified.

Once you've had an opportunity to analyze your needs in light of this information, we could meet to further discuss if you wish.

PEC/bjm/PC05M.0011

Attachment

cc: Brian Murphy, Assistant City Manager/Services

4:56
CITY OF TROY
HUMAN RESOURCES

ROUMELL, LANGE & CHOLACK, P.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
314 TOWN CENTER DRIVE
TROY, MICHIGAN 48084
Website: lange-cholack.com

TELEPHONE: (248) 619-2500
FACSIMILE: (248) 619-3232

GEORGE T. ROUMELL, JR.
CRAIG W. LANGE
ERIC W. CHOLACK
GREGORY T. SCHULTZ
KELLY A. WALTERS

Detroit Office
615 Griswold
7th Floor Ford Building
Detroit, MI 48226-3986

OF COUNSEL
STEVEN H. SCHWARTZ

February 14, 2005

*Attorney-Client Communication
Privileged & Confidential*

Ms. Peggy Clifton
City of Troy
500 W. Big Beaver Rd.
Troy, MI 48084

Re: Independent Contractor Status

Dear Peggy:

You have asked us for information about the standards for determining whether a worker is an "employee" or an "independent contractor."

The distinction between "employee" and "independent contractor" is a critical one, as it can determine an employer's potential tort liability, tax liability or other statutory liability. An employer's incorrect classification of a worker as an independent contractor instead of an employee could result in unexpected liabilities and penalties.

Please note that the existence of an agreement formally designating the person performing the services as an "independent contractor" does not ensure that the person will be legally considered an "independent contractor." Rather, courts and administrative agencies look at all the circumstances of a particular work situation and consider a number of factors in determining whether an individual is legally an "employee" or an "independent contractor." Several of these factors center upon the right or ability of one party to exercise supervision, direction, or control over the person performing the services. The following factors are probably the most important to consider in determining a worker's status.

1. Control of Worker's Duties. The more control the party receiving services exercises over the duties themselves, the more likely the relationship is an employer-employee relationship.

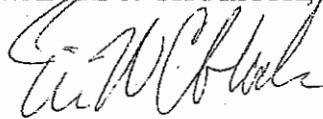
2. Method of Payment. Payment made by the hour, as opposed to by the job, is more consistent with status as an employee.
3. Right to Hire/Fire/Discipline. If the party for whom the services are performed is able to discipline the worker and/or may terminate the worker with little notice and/or liability, this is more consistent with an employer-employee relationship.
4. Integration. If the duties performed are an integral part of the employer's business as opposed to merely a side task, this tends to show an employer-employee relationship.
5. Dependency on Job. The more dependent the worker is on the job as a primary source of income, the more likely the worker is considered an employee.
6. Furnishing of Equipment/Materials. Where the party for whom the services are performed furnishes significant tools, materials, and other equipment, this is more consistent with the existence of an employer-employee relationship.
7. Offering Services to General Public. If a worker holds himself or herself out to the general public as available to perform services on a regular and consistent basis, this is more consistent with an independent contractor relationship.
8. Working for More Than One Firm at a Time. If a worker performs significant services for a number of unrelated firms at the same time, this is more consistent with an independent contractor relationship.
9. Permanency of Relationship. A continuing relationship between the worker and the party for whom services are performed is more consistent with an employer-employee relationship.
10. Realization of Profit or Loss. A worker who assumes a certain amount of risk and is able to realize a profit or loss as a result of his or her services is generally an independent contractor.
11. Training. Training provided by the party for whom services are performed is more consistent with an employer-employee relationship.
12. Hiring of Assistants. If the party for whom the services are performed controls the hiring, supervising, and paying of assistants, this is more consistent with an employer-employee relationship.
13. Set Hours of Work. Where the party for whom services are performed sets or dictates the hours of work, this is more consistent with an employer-employee relationship.

14. Work Performed on Employer's Premises. Where the work is performed on the premises of the party for whom services are performed, this suggests control over the worker and an employee-employee relationship.
15. Skill Level. A higher skill level held by the worker is more consistent with an independent contractor relationship.

As these factors are weighed and balanced, no one factor is conclusive and each individual factual situation will be different. Again, the existence of an agreement formally designating the person performing the services as an "independent contractor" does not guarantee that the person will be legally considered an independent contractor. If an employer treats the relationship as an independent contractor arrangement, there is the possibility of liability for back pay, back taxes and penalties if a court or agency views the relationship differently. An employer is subject to FICA and unemployment taxes, worker's compensation, FLSA and discrimination laws for an employee but generally not for an independent contractor.

While it may not be possible to eliminate completely the risk that a work relationship might be deemed to be one of employer-employee, proper structuring of the relationship may increase the likelihood that an independent contractor relationship would be found. Please do not hesitate to contact us if we may be of further service in this area.

Very truly yours,
ROUMELL, LANGE & CHOLACK, P.L.C.



Eric W. Cholack

EWC/dlm

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION PROJECT MANAGEMENT AND RELATED SERVICES

This agreement is made this _____ day of _____, 2006, by and between the City of Troy, 500 West Big Beaver Road, Troy, Michigan 48084, hereinafter called the "City" and Greenstar & Associates, LLC, 4840 N. Adams Road, Suite 183, Rochester, Michigan 48306, hereinafter called the "Contractor."

NOW, THEREFORE, the Contractor and the City for the consideration hereinafter named, agree as follows:

Section 1 – Services/Compensation

The Contractor agrees to provide complete management, supervision and coordination of all right-of-way related activities which include appraisal, negotiation and acquisition of needed property rights to construct City capital improvement projects, disposal of excess real and personal property, relocation of business and homeowners in project areas, advising the Legal Department in condemnation cases and related services, in accordance with State and Federal laws. Additional services, not included in this agreement, shall be mutually agreed to by the City and Contractor. This contract will be administered by the Director of Real Estate and Development and the contractor will be solely responsible to the Director for all performance and contract related issues.

The Contractor must be able to work flexible hours upon short notice when schedules and volume demand. All project hours and assignments will conform to the attached Addendum "A", unless changes are mutually agreed upon by both parties. Project hours will not exceed 1500 hours per year.

The City, in consideration of the performance of this agreement, agrees to pay Contractor on an hourly basis at a rate of \$75 per hour. This rate shall remain firm for the 2006 calendar year. Thereafter the hourly rate will be increased at a rate not to exceed the difference in the Consumer Price Index between the current year (as close to 12 months as possible) and the previous year as calculated on the CPI Inflation Calculator available on the Bureau of Labor Statistics website www.BLS.gov/cpi/home.htm with the exception that annual rate increases shall not exceed three (3%) percent. The CPI Inflation Calculator uses the average Consumer Price Index for a given year.

This contract shall continue in effect from the date of execution for two (2) years with a one (1) year option to renew.

Section 2 – Consultant Services

The Contractor will not be reimbursed for vehicle mileage, license fees, training, business cell phone, home office use or supplies. While an office will be provided for the contractor on site, the City does not assure exclusive access of this office for the

contractor's use. The Contractor agrees that in performance of its duties as outlined above will be bound by the code of ethics applicable to its industry. The Contractor will complete all work required and referenced in the contract expeditiously and on time, as defined in Addendum "A", or as mutually agreed by the City and Contractor. Upon completion of the contracted services for each project, a Right-of-Way Certification shall be prepared for execution by the Contractor and the City representative.

Revisions due to error or oversight to work submitted to the City by the Contractor, including but not limited to market studies, acquisition documents, and appraisal reviews shall be submitted to the City within ten (10) days from receipt of City's request. If a revision becomes necessary because of revised plans or additional requirements of the City, revisions shall be completed by mutual agreement between the City and the Contractor.

Section 3 – City Cooperation

The City shall cooperate with the Contractor to furnish documentation timely, as appropriate and as legally possible in the possession of the City relevant to the nature of the work assignments.

Section 4 – Compensation

For and in consideration of the faithful and professional performance and delivery of the above services as set forth, the City shall pay the Contractor for services pursuant to this Contract within a period of thirty (30) days after receipt from the Contractor of an itemized monthly invoice describing services performed.

Section 5 – Compliance with All Laws and Regulations

In the provision of the services described herein, the Consultant agrees to comply with all applicable Federal, State and local laws and applicable regulations. In addition, the Contractor shall be licensed and/or certified and professionally designated by the State of Michigan and licenses and/or certification shall be maintained as active during the term of this agreement.

Section 6 – Independent Contractor

The Contractor shall perform duties as an independent contractor and in an independent manner without supervision and control by the City. The Contractor shall not be deemed to be an employee of the City for purposes of payroll deductions, withholding tax, social security, workers' compensation, unemployment compensation, disability benefits, vacations, fringe benefits or any other purpose. In the performance of duties, the Contractor shall supply and operate Contractor's own vehicle, cell phone office equipment and office. However, Contractor may use an on-site office provided by the City when it is in the City's best interest to do so.

Section 7 – Ownership of Documents

Ownership of all data, materials and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

Contractor may use the materials prepared for the City as promotion and marketing pieces in pursuit of work for others, provided prior written approval is obtained from the City.

Section 8 – Insurance

The Contractor shall not commence work until the certificate of insurance required under this paragraph has been delivered to the City. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the sample certificate included in the City's Request for Proposal.

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. Coverage should include terrorist liability.
3. Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Umbrella Liability Insurance. The Contractor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
5. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds "The City of Troy, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employers and volunteers thereof. This coverage shall be

primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.”

6. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following “It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Troy, 500 West Big Beaver Road, Troy, Michigan 48084.”
7. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the City of Troy at least ten (10) days prior to the expiration date. Failure to comply with the insurance requirements contained in this agreement shall constitute a material violation and breach of the agreement and may result in termination of the agreement.

Section 9 – Indemnification

To the fullest extent permitted by law, Contractor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs and attorneys fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Troy by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Section 10 – Subcontractors

No contract may be sublet without the written consent of the City of Troy. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Troy for such acts or omissions.

Section 11 – Assignment of Agreement and Other Contractors

The Contractor shall not assign this Agreement or any part thereof without the written consent of the City. The city reserves the right to let other agreements in connection with this work, even if of like character, for work under an agreement. The Contractor shall coordinate work as required by the City. If any part of the Contractor's work depends on the proper execution of any other contractor, the Contractor shall inspect and promptly report to the City any defects in such work that renders it unsuitable for such proper execution. Failure to inspect and report shall constitute an acceptance of the other contractor's work.

Section 12 – Non-Discrimination

The Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap. A breach of this Section shall constitute a material breach and may be cause for this Agreement to be canceled or terminated by the City.

Section 13 – Termination of Contract

The City reserves the right to terminate this agreement without penalty or handling fees upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest.

Section 14 – Entire Agreement

This agreement constitutes the entire agreement between the City and the Contractor and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns and third parties claiming under this Agreement or by virtue of Agreement between the City and the Contractor.

This agreement shall be construed in accordance with and governed in all respects by the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned, warranting that each is fully authorized and empowered to do so, hereby execute these presents intending to bind themselves, and their respective principals, agents, assignees and successors thereby, as of the date first written above.

CITY OF TROY

GREENSTAR & ASSOCIATES, LLC

By: _____

By: _____
Patricia A. Petitto, SR/WA

ADDENDUM "A"
UPCOMING RIGHT OF WAY PROJECTS

| PROJECT | ESTIMATED NUMBER OF PARCELS | APPRAISAL & ACQUISITION | CONSTRUCTION | GREENSTAR ESTIMATED HOURS* |
|--|---|------------------------------------|---|-----------------------------------|
| Expansion of Historic Green | 2 | 2006 | 2005-2010 | 13 (40) |
| Coolidge/Wattles CMAQ | 1 (Wattles only) | 2006 | 2006 | 6 (20) |
| Livernois Watermain (West Side) – Stalwart to Cutting & Road Widening, Long Lake to Square Lake | 22-Partial Fee 7-Easements 14-Temporary Grading from 35 parcels (7 of which are for watermain) | 2006 | Watermain 2007 – Road Widening 2013+ | 234 (700) |
| Livernois Sanitary Sewer (East Side) – Stalwart to Cutting & Road Widening, Long Lake to Square Lake | 7-Partial Fee 5-Easements 9-Temporary Grading from 16 parcels (4 of which are for sanitary sewer) | 2006+ | Sanitary Sewer 2007 – Road Widening 2013+ | 106 (320) |
| John R Widening – Long Lake to Square Lake | 8-Partial Fee 2-Drainage Easements 22-Grading Permits from 26 parcels | 2006 & 2007 | 2006-John R/Square Lake CMAQ Project 2010 +/- John R | 173 (520) |
| John R Widening – Square Lake to South Boulevard | 2-5-Full Acquisitions 27-30-Partial Fee 14-Easements 54-Grading Permits from 28 parcels | 2006 & 2007 | 2010 +/- | 186 (560) |
| Miscellaneous Storm Drain Projects Based on Need | 15 estimated | 2006 | 2006? | 50 (150) |
| Miscellaneous Sidewalk Projects for Sidewalk Gap Program | ? | 2006 | 2006+ | |
| Miscellaneous Acquisitions Related to New Development | 100 documents per year | 2006 | Acquired 27 deeds, 130 easements & 4 agreements in 2004 | 334 (1,000) |
| Rochester Widening – Torpey to Barclay | 1-Full 55-Partial Fee 61-Easements & 9-Temporary Grading from 66 parcels | 2006-2008 | Need to Complete EA (2009) | 440 (1,320) |
| Rochester Watermain (East Side) – Long Lake to Sylvanwood | 12-Partial Fee 5-Easements from 14 parcels** | 2006-2008 | Need to Complete EA 2010+ | |
| Rochester Watermain (West Side) - Wattles to Sylvanwood | 23-Partial Fee 15-Easements from 38 parcels** | 2006-2008 | Need to Complete EA 2009 | |
| Wattles – East & West of Rochester | 13-Partial Fee 13-Easements & 12-Temporary Grading from 21 parcels | 2006 & 2007 | 2009 - Need to Complete EA | 140 (420) |

| PROJECT | ESTIMATED NUMBER OF PARCELS | APPRAISAL & ACQUISITION | CONSTRUCTION | GREENSTAR ESTIMATED HOURS* |
|---|--|------------------------------------|---|-----------------------------------|
| Miscellaneous Storm Drain Projects Based on Need | 15 estimated | 2007 | 2007? | 50 (150) |
| Miscellaneous Sidewalk Projects for Sidewalk Gap Program and Based on Requests from School District | ? | 2007 | 2007+ | |
| Miscellaneous Acquisitions Related to New Development | Estimated 100 documents per year | 2007 | Acquired 27 deeds, 130 easements & 4 agreements in 2004 | 334 (1,000) |
| Rochester Widening – Barclay to Trinway | 41-Partial Fee 56-Easements 42-Temporary Grading from 83 parcels | 2007-2008 | Need to Complete EA 1010+ | 554 (1,660) |
| Dequindre – Long Lake to Auburn | ? (may be acquired by RCOC) | 2008-2009 | 2010+ | |
| I-75/Crooks/ Interchange | ? | ? | ? | |
| TOTAL | | | | 2,620 (7,860) |

*Total Estimated Real Estate & Development Hours are Listed in Parenthesis)

**These parcels are also included in road widening projects.

Prepared by: Patricia A. Petitto 1/25/06

SAMPLE

ADDENDUM "B"

RIGHT-OF-WAY CERTIFICATION

Sign Either Section A or B, below, as appropriate

Project: John R, Square Lake to South Boulevard

Eligible Applicant/Requesting Authority: City of Troy Date: _____

Route Name: John R

Termini (be specific): Square Lake to South Boulevard Crossing: Square Lake to South Blvd.

SECTION A:

- The project did not require the acquisition of additional right-of-way, temporary grading permits or permanent easements.
- The City of Troy has adequate power and authority to properly control the right-of-way necessary for the construction, operation, and maintenance of this project.

(Signed by authorized person employed by the City)

(Date)

(Typed Name and Title) _____

SECTION B:

- The project required additional right-of-way. The requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; the provisions of 23USC; the provisions of 23 CFR; the provisions of 49 CFR; and the provisions of P.A. 1980, No 87, as amended, have been met with respect to this project.
- The City of Troy has adequate power and authority to properly control the right-of-way necessary for the construction, operation, and maintenance of this project.
- The checklist on page 2 of this attachment has been completed.
- Number of parcels needed for this project, by type:

Fee (Total Take): _____

Fee (Partial Take): _____

Easement: _____

Grading Permit: _____

Limited Access Rights: _____

(Signed by authorized person employed by the City)

(Date)

(Typed Name and Title) _____

CHECKLIST

This checklist must be completed if Section b on page 1 of this document applies.

Each parcel requires a parcel file. All parcel files must contain, but are not limited to, the following:

√ Indicates requirement has been met for each parcel

- Title Evidence: (Title Commitment, tax roll search, etc.).
- Memos of Negotiations (Buyers' contacts).
- Copies of Appraisals and Appraisal Reviews, or copies of executed Waiver of Appraisals and the market study done for the overall project.
- Copies of executed DEEDS, EASEMENTS, or PERMITS which agree with the valuation of the Appraisal Reviews and copies of Approval Letters when compensation exceeds the original approved offer.
- Copies of documents indicating the original offer made to property owners (value statement).

IN ADDITION.....All parcel files requiring any relocation must also contain, but are not limited to the following:

- Relocation eligibility notice for all personal items within the right-of-way and actual moving costs.
- Properly completed housing determination listing at least three D.S.S. comparables.
- Copy of notice to quit to all relocates indicating they were given at least 90 days notice.
- Copies of claims/payments to relocatees.

Initials _____
*(Initialed by authorized person employed by the county,
city or village)*

Date _____

**JOHN R, SQUARE LAKE TO SOUTH BOULEVARD
PROJECT HOURS FOR GREENSTAR & ASSOCIATES, LLC**

| | | |
|----------------|-------|-------|
| April 2006 | _____ | hours |
| May 2006 | _____ | hours |
| June 2006 | _____ | hours |
| July 2006 | _____ | hours |
| August 2006 | _____ | hours |
| September 2006 | _____ | hours |
| October 2006 | _____ | hours |
| November 2006 | _____ | hours |
| December 2006 | _____ | hours |

| | | |
|----------------|-------|-------|
| January 2007 | _____ | hours |
| February 2007 | _____ | hours |
| March 2007 | _____ | hours |
| April 2007 | _____ | hours |
| May 2007 | _____ | hours |
| June 2007 | _____ | hours |
| July 2007 | _____ | hours |
| August 2007 | _____ | hours |
| September 2007 | _____ | hours |
| October 2007 | _____ | hours |
| November 2007 | _____ | hours |
| December 2007 | _____ | hours |

| | | |
|---------------|-------|-------|
| January 2008 | _____ | hours |
| February 2008 | _____ | hours |
| March 2007 | _____ | hours |

Total _____ hours

Professional Development

SR/WA Designation

The Senior Member, International Right of Way Association (SR/WA), is the prestigious designation granted to IRWA members who have achieved professional status through experience, education and examination in several right-of-way disciplines.

QUALIFICATIONS FOR DESIGNATION

- An IRWA member in good standing
- An approved candidate for SR/WA Designation
- A minimum of 5 years of qualifying, related right of way experience
- Bachelor's degree, or in lieu of a bachelor's degree, complete any 4 of the 12 segments listed below:

| | | | | |
|---------------------|------------|------------|------------|------------|
| College: | 30 credits | 30 credits | 30 credits | 30 credits |
| Experience: | 2 years | 2 years | 2 years | 2 years |
| Additional courses: | 8 days | 8 days | 8 days | 8 days |

CORE COURSES REQUIRED

Successfully complete:

- C-103 Ethics and the Right of Way Professional (1 day); or
C-104 Standards of Practice for Right of Way Professionals (1 day)
- Total of 8 days of elective courses, all of which must be IRWA courses
- Successfully complete a total of 4 days of any 200 level courses (other than C-200)

Option 1: Successfully complete the following courses:

- C-200 Principles of Real Estate Negotiation (2 days)
- C-400 Principles of Real Estate Appraisal (2 days)
- C-800 Principles of Real Estate Law (2 days)
- C-900 Principles of Real Estate Engineering (2 days); or

Option 2: Successfully complete the following courses:

- C-100 Principles of Land Acquisition (4 days) and
Any two of the following courses:
- C-200 Principles of Real Estate Negotiation (2 days)
- C-400 Principles of Real Estate Appraisal (2 days)
- C-800 Principles of Real Estate Law (2 days)
- C-900 Principles of Real Estate Engineering (2 days)

Candidate who elect Option 2 must complete as a part of their 8 days of elective courses, a minimum of 2 days of course work in any of the following disciplines: Asset (Property) Management, Environmental or Relocation Assistance.

EXAMINATION

Option 1: Pass 1 comprehensive exam (U.S. or Canadian Version); or

Option 2: Pass 4 of 7 discipline exams, Discipline exams consist of: Appraisal, Asset (Property) Management, Engineering, Environment, Law, Negotiation/Acquisition and Relocation Assistance

SR/WA & CERTIFICATION DESIGNEES

The following members have been awarded the Senior Member designation of the International Right of Way Association, or a certification by specialty, by completing the effective requirements at the time of application, which generally included specific qualifying experiences, numerous professional educational courses and comprehensive examinations.

Bliss, William O., SR/WA
Bowman, Gary E., SR/WA
Bradley, Edward R., SR/WA
Burgoyne, David E., SR/WA
Childs, James H., SR/WA
Cilke, Roland B., SR/WA
Cooch, R A., SR/WA
Cooper, Winfield L., SR/WA
Cummer, Russell, SR/WA
Del Vecchio, Francesco, SR/WA
Hall, Lynn P., SR/WA
Hauglie, Gordon R., SR/WA
Hungerford, Gerald L., SR/WA
Jacobs, Melvin L., SR/WA
Jones, Jeffrey L., SR/WA
Lafferty, Valerie F., R/W-AC, SR/WA
Maturen, David C., SR/WA
Meyer, Carl L., R/W-AC
Mundwiler, Mark E., SR/WA
O'Boyle, Jr., Frank A., SR/WA
O'Neill, Brian A., R/C-AC
O'Neill, Charles J., SR/WA
Petitto, Patricia A., SR/WA
Pfefferle, Anna M., SR/WA
Reece, Jeffrey N., SR/WA
Reid, William L., SR/WA
Roth, Richard W., R/W-AC
Roy, Corbin J., SR/WA
Stempin, Paul S., SR/WA
Stephens, Dennis C., SR/WA
Stoppert, Paul R., SR/WA
Terpstra, Richard G., SR/WA
Thomas, Norman G., SR/WA
Vairus, Gerald K., SR/WA
Wieme, Ralph R., SR/WA
Wilson, Thomas, SR/WA
Worthley, Alicia T., SR/WA

Licenses & Requirements

NEW REAL ESTATE BROKER; RELICENSURE

| <u>Qualifying Education</u> | <u>Exams</u> | <u>Experience</u> | <u>Continuing Education</u> |
|---|---|---|---|
| 90 clock hours of approved coursework required within 36 months of application, unless licensed continuously. | Examination (administered by Applied Measurement Professionals) | at least 3 years full time experience as a real estate salesperson, or <u>equivalent experience</u> (Rule 205). | 6 clock hours every renewal year; 18 per 3 year cycle |

An applicant for a broker license must meet all requirements for licensure before submitting an application to the Department. License application forms are mailed to successful exam candidates with their passing score notification. An application must verify required real estate experience and successful completion of all required education. Some applicants will be required to provide other documentation depending upon their background, e. g. all applicants must possess good moral character; applicants who currently hold, or have ever held a real estate license in another state or jurisdiction must submit a current letter of good standing from each regulatory entity.

An individual may be licensed as either an Individual Broker, which denotes operation as a sole proprietorship, or as an Associate Broker, an individual who qualifies as a broker but is licensed to a Broker or another broker entity type, L.L.C, partnership, corporation broker. If Individual Brokers are using a business name (e.g., John Doe d.b.a. Doe Realty), an assumed name certificate must be obtained from the county clerk's office and filed with the application. An Associate Broker cannot operate with an assumed name. If the broker's license will be held by an entity, at least one owner or principal must apply for an Associate Broker's license to that broker. The Department has a brochure entitled "Your Real Estate Broker License Application – An Applicant's Guide" (BCS/LRE-035) – to assist applicants through this process.

Please click [here](#) for broker license types.(new and relicensure)

State Licensed Appraiser License

| <u>Qualifying Education</u> | <u>Exam</u> | <u>Experience</u> | <u>Continuing Education</u> | <u>Scope of Practice</u> |
|--|-------------|---|---|---|
| 90 hours, to include the 15 hour national USPAP course | Yes | 2,000 hours, at least 1,500 of which are residential appraisals | 28 hours for every 2 years of licensing after the first renewal | Any non-federally related transactions, and federally related transactions of 1-4 family residences up to \$1,000,000, or commercial properties up to \$250,000 |

Licensees in this category, may appraise real property involving any non-federally related transactions. They may also appraise federally related transactions involving non-complex 1 to 4 family residential properties with transaction values up to \$1,000,000; complex 1 to 4 family residential property with values less than \$250,000, and all other types of property with values less than \$250,000. They may assist a certified residential or certified general appraiser in appraising residential properties over \$1,000,000 or complex or non-residential properties over \$250,000, but they may not sign the report. Their contribution must be acknowledged pursuant to Standard 2-3 of the Uniform Standards of Professional Appraisal Practice.

Applications for the licensing exam may be filed upon completion of 90 hours of residential level prelicensure courses, including the 15-hour national USPAP course, and 2,000 hours of documentable residential appraisal experience.

To obtain the state licensed appraiser application materials call the board office at (517) 241-9201, request the materials in writing, or download the application from the Forms and Publications page.