



**FINANCE AND ADMINISTRATION CABINET  
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES**

**Matthew G. Bevin**  
Governor

**Division of Real Properties**  
403 Wapping Street, Suite 300  
Frankfort, Kentucky 40601-2638  
(502) 564-2205  
Fax: (502) 564-8108

**William M. Landrum III**  
Secretary

**Robert M. Burnside**  
Commissioner

**Scott Aubrey**  
Director

**MEMORANDUM**

**TO:** Katherine Halloran, Committee Staff Administrator  
Capital Projects and Bond Oversight Committee

**FROM:** Brien S. Hoover, Leasing Manager   
Division of Real Properties

**DATE:** September 20, 2017

**SUBJECT:** PR-2829, Montgomery County  
Cabinet for Health & Family Services  
Annual Rental Exceeding \$100,000.00

As outlined, attached please find notification of a lease agreement renewal being processed by our Division's Leasing Branch.

If you have any questions or require additional information concerning this matter, please advise.

BSH/bh

**CC:** Capital Construction Log  
OSBD  
PR-2829 File  
BSH

Attachment



**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: <b>PR-2829</b>		County: <b>Montgomery</b>	
Using Agency: <b>Cabinet for Health &amp; Family Services</b>			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		<b>Montgomery County Fiscal Court</b>	
Property Location: <b>108 East Locust Street, Mount Sterling, KY</b>			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: <b>Office</b>		Cost Per Square Foot: <b>\$13.50</b>	
Annual Rental Cost: <b>\$155,844.00</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$14.62</b>	
Utilities Included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: <b>30 Days</b>		<input type="checkbox"/> No If no, explain why not:
Effective Date: <b>July 1, 2019</b>		Expiration Date: <b>June 30, 2020</b>	
Justification for Lease: <b>Lease renewal</b>			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor: <b>Lease renewal</b>			



**FINANCE AND ADMINISTRATION CABINET  
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES**

**Matthew G. Bevin**  
Governor

**Division of Real Properties**  
403 Wapping Street, Suite 300  
Frankfort, Kentucky 40601-2638  
(502) 564-2205  
Fax: (502) 564-8108

**William M. Landrum III**  
Secretary

**Robert M. Burnside**  
Commissioner

**Scott Aubrey**  
Director

**MEMORANDUM**

**TO:** Katherine Halloran, Committee Staff Administrator  
Capital Projects and Bond Oversight Committee

**FROM:** Brien S. Hoover, Leasing Manager   
Division of Real Properties

**DATE:** September 20, 2018

**SUBJECT:** PR-4243, Boone County  
Department for Workforce Investment  
Annual Rental Exceeding \$100,000.00

As outlined, attached please find notification of a lease agreement renewal being processed by our Division's Leasing Branch.

If you have any questions or require additional information concerning this matter, please advise.

BSH/bh

**CC:** Capital Construction Log  
OSBD  
PR-4243 File  
BSH

Attachment



**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**

**LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00**

Lease No.: <b>PR-4243</b>		County: <b>Boone</b>	
Using Agency: <b>Department for Workforce Investment</b>			
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary		City of Florence	
Property Location: <b>8020 Ewing Boulevard, Florence, KY</b>			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: <b>Office</b>		Cost Per Square Foot: <b>\$10.50</b>	
Annual Rental Cost: <b>\$105,555.00</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$13.19</b>	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: <b>30 Days</b>		<input type="checkbox"/> No If no, explain why not:
Effective Date: <b>July 1, 2019</b>		Expiration Date: <b>June 30, 2027</b>	
Justification for Lease: <b>Lease renewal</b>			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor: <b>Lease renewal</b>			

**COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT**

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between **WORKFORCE INVESTMENT** and **CITY OF FLORENCE 8100 EWING BLVD FLORENCE, KY 41042**, by mutual agreement, is hereby renewed at the same terms and conditions for further periods of twelve (12) months not to extend beyond June 30 (please check and initial your choice on the appropriate line):

<input type="checkbox"/>	2020	<input type="checkbox"/>	2021	<input type="checkbox"/>	2022	<input type="checkbox"/>	2023
<input type="checkbox"/>	2024	<input type="checkbox"/>	2025	<input type="checkbox"/>	2026	<input checked="" type="checkbox"/>	2027 <i>Dec</i>

The annual base rental rate shall remain \$ 10.50 per square foot for 9,870.00 rentable square feet.

<b>LEASE NUMBER:</b> <b>PR04243</b>	<b>LOCATION:</b> 8020 EWING BLVD FLORENCE, KY 41042
<b>COUNTY:</b> <b>BOONE</b>	
<b>ADDENDUM ATTACHED: NO</b> (Lessor must sign Addendum if attached)	

- The Lessor agrees to notify the Commonwealth of all persons owning, or upon any change or transfer of ownership involving five percent (5%) or more in stock, in partnership, in business trust, or in corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.
- The Lessor acknowledges that his property may be inspected by the Division of Building Codes Enforcement and/or the State Fire Marshal and must comply with all applicable standards (life safety and ADA accessibility).
- The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.87B(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.
- The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Modification Agreement he will not be in violation of the campaign finance laws of the Commonwealth.

**Annual Amount \$ \$105,555.00**

*Deane & Whalen*  
LESSOR

859-647-8177  
LESSOR'S CURRENT PHONE NUMBER

8100 EWING BLVD, Florence, Ky 41042  
NEW ADDRESS Only if the above Address is incorrect

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

ATTORNEY, FINANCE & ADMINISTRATION CABINET

SECRETARY, FINANCE & ADMINISTRATION CABINET

All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Suite 300, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2319. BSH/RP

**COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT**

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between HEALTH AND FAMILY SERVICES and MONTGOMERY CO FISCAL COURT P O BOX 690 MT STERLING, KY 40353, by mutual agreement, is hereby renewed at the same terms and conditions for further periods of twelve (12) months not to extend beyond June 30 (please check and initial your choice on the appropriate line):

<input checked="" type="checkbox"/>	2020	<input type="checkbox"/>	2021	<input type="checkbox"/>	2022	<input type="checkbox"/>	2023
<input type="checkbox"/>	2024	<input type="checkbox"/>	2025	<input type="checkbox"/>	2026	<input type="checkbox"/>	2027

The annual base rental rate shall remain \$ 13.50 per square foot for 11,544.00 rentable square feet.

<b>LEASE NUMBER:</b> PR02829	<b>LOCATION:</b> 108 E LOCUST ST MOUNT STERLING, KY 40353
<b>COUNTY:</b> MONTGOMERY	
<b>ADDENDUM ATTACHED: NO</b> (Lessor must sign Addendum if attached)	

- The Lessor agrees to notify the Commonwealth of all persons owning, or upon any change or transfer of ownership involving five percent (5%) or more in stock, in partnership, in business trust, or in corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.
- The Lessor acknowledges that his property may be inspected by the Division of Building Codes Enforcement and/or the State Fire Marshal and must comply with all applicable standards (life safety and ADA accessibility).
- The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.
- The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Modification Agreement he will not be in violation of the campaign finance laws of the Commonwealth.

Annual Amount \$ \$155,844.00

  
LESSOR

859-498-8707  
LESSOR'S CURRENT PHONE NUMBER

NEW ADDRESS Only if the above Address is Incorrect

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

ATTORNEY, FINANCE & ADMINISTRATION CABINET

SECRETARY, FINANCE & ADMINISTRATION CABINET

All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Suite 300, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2319. BSH/RP



**FINANCE AND ADMINISTRATION CABINET  
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES**

**Matthew G. Bevin**  
Governor

**Division of Real Properties**  
403 Wapping Street, Suite 300  
Frankfort, Kentucky 40601-2638  
(502) 564-2205  
Fax: (502) 564-8108

**William M. Landrum III**  
Secretary

**Robert M. Burnside**  
Commissioner

**Scott Aubrey**  
Director

**MEMORANDUM**

**TO:** Katherine Halloran, Committee Staff Administrator  
Capital Projects and Bond Oversight Committee

**FROM:** Brien S. Hoover, Leasing Manager   
Division of Real Properties

**DATE:** September 20, 2018

**SUBJECT:** PR-5400, Fayette County  
Department of Corrections  
Cabinet for Health & Family Services  
Lease Modification Exceeding \$50,000.00

As outlined, attached please find notification of a lease agreement modification being processed by our Division's Leasing Branch.

If you have any questions or require additional information concerning this matter, please advise.

BSH/bh

**CC:** Capital Construction Log  
OSBD  
PR-5400 File  
BSH

Attachment



**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**

**LEASE MODIFICATION EXCEEDING \$50,000.00**

Lease No.: <b>PR-5400</b>		County: <b>Fayette</b>	
Using Agency: <b>Department of Corrections / Cabinet for Health &amp; Family Services</b>			
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary		<b>Wellington BBA LLC</b>	
Property Location: <b>1055 Wellington Way, Lexington, KY</b>			
Check One: <input type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification			
Type Space: <b>Office</b>		Cost Per Square Foot: <b>\$18.75</b>	
Annual Rental Cost: <b>\$75,206.24</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$ 14.20</b>	
Utilities Included: <input checked="" type="checkbox"/> Yes (Partial) <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: <b>30 Days</b>		<input type="checkbox"/> No If no, explain why not:
	Effective Date: <b>October 1, 2018</b>		Expiration Date: <b>June 30, 2023</b>
Justification for Lease: <b>Please see attached</b>			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): <b>Please see attached</b>			



FINANCE AND ADMINISTRATION CABINET  
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

Matthew G. Bevin  
Governor

Division of Real Properties  
403 Wapping Street, Suite 300  
Frankfort, Kentucky 40601-2638  
(502) 564-2205  
Fax: (502) 564-8108

William M. Landrum III  
Secretary

Robert M. Burnside  
Commissioner

Scott Aubrey  
Director

MEMORANDUM

TO: Scott Aubrey, Director *WJB*  
Division of Real Properties *bar*

FROM: Brien S. Hoover, Leasing Manager  
Division of Real Properties

DATE: September 20, 2018

SUBJECT: PR-5400, Fayette County  
Cabinet for Health & Family Services

The Cabinet for Health & Family Services currently occupies 14,010 square feet of space leased at a rental rate of \$18.75 per square foot (\$262,687.52 annually), including partial utilities and excluding janitorial services, with a term expiring June 30, 2023. The agency initially requested that we process termination documents for this lease agreement and subsequently asked that we attempt to secure the lessors consent for a voluntary reduction in the area under lease. The majority of the staff assigned to location will be operating under a work from home program and the space that would be retained will be used for administrative staff, files, and as a reporting location for field staff. Negotiations with the lessor resulted in an agreement to retain 4,011 square feet of the leased space with the Cabinet incurring costs associated with the conversion of a portion that space for use as a file room and a conference room and for those renovations necessary to secure the retained area. The aforementioned renovations will be accomplished in accordance with applicable provisions of KRS 56.813(2).

Pursuant to applicable provisions of KRS 56.813(1), the attached lease modification provides for the rescission of the lease termination notice dated August 30, 2018, for the decrease of 9,999 square feet in the leased premises; from 14,010 square feet to 4,011 square feet, and the corresponding decrease of \$187,481.28 in the annual rental cost; from \$262,687.52 to \$75,206.24. Capital Projects and Bond Oversight Committee reporting is required for this modification prior to execution. Your approval of the attached lease modification is recommended to provide for a voluntary reduction in the area under lease as requested by the Cabinet for Health & Family Services.

Should you require additional information, please advise.

JSA/BSH/bh  
Attachment

APPROVED: *Natalie W Brauner*  
Scott Aubrey, Director *for*



