



**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 *BSH*
Division of Real Properties

DATE: September 6, 2018

SUBJECT: PR-4725, Campbell County
Department of Corrections
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-4725 File
BSH

Attachment



REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-4725		County: Campbell	
Using Agency: Department of Corrections			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		EGC Partners LLC	
Property Location: 30 West 4th Street, Newport, KY			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office		Cost Per Square Foot: \$16.89	
Annual Rental Cost: \$139,531.00		Average Cost Per Square Foot of Leased-In Space in County: \$15.77	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
	Effective Date: July 1, 2019		Expiration Date: June 30, 2020
Justification for Lease: Lease renewal			
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: Lease renewal			

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 CORRECTIONS and EGC PARTNERS LLC 30 W 4TH ST NEWPORT, KY 41071, 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 <i>June</i>	<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 \$ 16.89 per square foot for 8,262.00 rentable square feet.

LEASE NUMBER: PR04725	LOCATION: 30 W 4TH ST NEWPORT, KY 41071
COUNTY: CAMPBELL	
ADDENDUM ATTACHED: NO (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 \$ 139,531.00

Stannis A. G. [Signature]
LESSOR

859 442 6535
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 11, 2018

SUBJECT: PR-4792, Martin 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-4972 File
BSH

Attachment

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-4792		County: Martin
Using Agency: Cabinet for Health & Family Services		
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Martin County Economic Development Authority	
Property Location: 104 East Main Street, Inez, KY		
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification		
Type Space: Office	Cost Per Square Foot: \$10.50	
Annual Rental Cost: \$133,192.52	Average Cost Per Square Foot of Leased-In Space in County: \$10.50	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days	<input type="checkbox"/> No If no, explain why not:
Effective Date: July 1, 2019	Expiration Date: June 30, 2027	
Justification for Lease: Lease renewal		
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: Lease renewal		

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 **MARTIN CO ECONOMIC DEV AUTH PO BOX 1735 INEZ, KY 41224**, 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>CB</i>

The annual base rental rate shall remain \$ 10.50 per square foot for 12,685.00 rentable square feet.

LEASE NUMBER: PR04792	LOCATION: 104 EAST MAIN ST INEZ, KY 41224
COUNTY: MARTIN	
ADDENDUM ATTACHED: NO (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 \$ 133,192.52

Christi Brown
 LESSOR
 606.298-2086
 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 *BSH*
Division of Real Properties

DATE: September 11, 2019

SUBJECT: PR-4804, Franklin County
Department of Agriculture
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-4804 File
BSH

Attachment



REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-4804		County: Franklin	
Using Agency: Department of Agriculture			
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Century Investment Group LLC	
Property Location: 109 Corporate Drive, Frankfort, KY			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office		Cost Per Square Foot: \$12.96	
Annual Rental Cost: \$137,894.40		Average Cost Per Square Foot of Leased-In Space in County: \$8.41	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
Effective Date: July 1, 2019		Expiration Date: June 30, 2024	
Justification for Lease: Lease renewal			
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: Lease renewal			

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 **AGRICULTURE** and **CENTURY INVESTMENT GROUP LLC 108 WEST MAPLE STREET NICHOLASVILLE, KY 40356-1238**, 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 checked="" type="checkbox"/>	2024	<input type="checkbox"/>	2025	<input type="checkbox"/>	2026	<input type="checkbox"/>	2027

The annual base rental rate shall remain \$ 12.96 per square foot for 10,640.00 rentable square feet.

LEASE NUMBER: PR04804	LOCATION: 109 CORPORATE DR FRANKFORT, KY 40356-1238
COUNTY: FRANKLIN	
ADDENDUM ATTACHED: NO (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 \$ 137,894.40

Century Investment Group, LLC
William M. Shaw, Agent
LESSOR

859-885-4106
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



**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 *BSH*
Division of Real Properties

DATE: September 7, 2018

SUBJECT: PR-5217, Warren 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-5217 File
BSH

Attachment




REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-5217		County: Warren
Using Agency: Cabinet for Health & Family Services (CCSHCN)		
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary	JJEM Properties LLC	
Property Location: 2040 Louisville Road, Bowling Green, KY		
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification		
Type Space: Office/Clinic	Cost Per Square Foot: \$12.95	
Annual Rental Cost: \$107,277.80	Average Cost Per Square Foot of Leased-In Space in County: \$11.47	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days	<input type="checkbox"/> No If no, explain why not:
Effective Date: July 1, 2019	Expiration Date: June 30, 2027	
Justification for Lease: Lease renewal		
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: Lease renewal		

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 **COMM FOR CHILDREN W/SPECIAL HEALTHCARE NEEDS** and **JJEM PROPERTIES, LLC 4520 LOUISVILLE ROAD BOWLING GREEN, KY 42101**, 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 

The annual base rental rate shall remain \$ 12.95 per square foot for 8,284.00 rentable square feet.

LEASE NUMBER: PR05217	LOCATION: 2040 LOUISVILLE ROAD BOWLING GREEN, KY 42101
COUNTY: WARREN	
ADDENDUM ATTACHED: NO (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 \$ \$107,277.80

JJEM Properties

 LESSOR
 270 781 5023
 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. BSHRP



**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 5, 2018

SUBJECT: PR-5425, Fayette County
Cabinet for Health & Family Services
Statutory Lease Modification Report

As outlined, attached please find notification of a lease modification reflecting amortization of monies that have been processed by our Leased Properties Branch:

PR-5425, Fayette County

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

BSH/bh

Cc: Capital Construction Log
OSBD
PR-5425 File
BSH

Attachment

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE MODIFICATION AMORTIZATION

Date Posted in 30-Day Register: September 5, 2018	
Lease No.: PR-5425	County: Fayette
Using Agency: Cabinet for Health & Family Services	
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Park Place Partners LLC
Property Location: 455 Park Place, Lexington, KY	
Existing Rental Terms	
Type Space: Office	Square Feet: 88,372
Annual Payment: \$782,092.20	Contract Expiration: June 30, 2024
Modified Rental Terms	
Type Space: Office	Square Feet: 88,372
Annual Payment: \$782,092.20	New Contract Expiration: June 30, 2024
Total Cost to be Amortized: \$49,761.00	
Projected Period of Amortization – Effective: September 1, 2018 Through: June 30, 2024	
Reason for Modification (see attached approval memo and modification): Please see attached	
Estimate Details (see attached copies): 1. \$49,761.00: Herb Geddes Fence Company, DWH Electric, Ivey Mechanical Company 2. \$69,768.00: S&T Fencing, Ready Electric, Cecil’s Plumbing, Heating, and AC	



**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: William M. Landrum III, Secretary
Finance and Administration Cabinet

FROM: Scott Aubrey, Director SA
Division of Real Properties

DATE: July 10, 2018

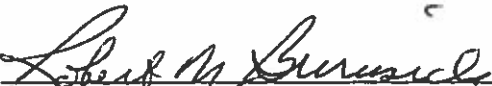
SUBJECT: PR-5425, Fayette County
Cabinet for Health & Family Services

The Cabinet for Health & Family Services has requested that we secure improvements related to security and network infrastructure at the subject property; specifically installation of suitable HVAC capacity in network rooms that were relocated subsequent to the initial lease award at the request of COT and installation of fencing and gates (with card reader access) on the left side of the property. The fencing will provide a secure parking area and access to an employee entry for staff that must report to the facility outside of regular business hours. This action was initially approved during the final months of construction and action to resolve the matter was delayed due to the lessors request to include interest in the amortization. That request was declined by the Commonwealth; however, a request to include a reasonable general contracting fee (i.e., 14%) was negotiated with the lessor. In accordance with applicable provisions of KRS 56.813, the lessor provided two estimates for the improvements as follows: Fencing/gates: \$26,619.00 from Herb Geddes Fence Company and \$43,320.00 from S & T Fencing; Electric service/card readers at fence gates: \$5,358.00 from DWH Electric and \$7,980.00 from Ready Electric; HVAC equipment for three (3) network rooms: \$17,784.00 from Ivey Mechanical Company and \$18,468.00 from Cecil's Plumbing, Heating, and A/C Incorporated. The Cabinet for Health & Family Services subsequently recommended acceptance of the low bid for each item, resulting in a total cost of \$49,761.00, which will be amortized over the term of the lease expiring June 30, 2024.

The attached lease modification provides for amortization of the costs associated with the improvements defined herein. Capital Projects and Bond Oversight Committee reporting is required and will be accomplished subsequent to establishing an effective date for the modification in accordance with applicable provisions of KRS 56.823. Your approval of this action is recommended to accomplish improvements to the facility as requested by the Cabinet for Health & Family Services. Should you require additional information, please advise.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED: 
Robert M. Burnside, Commissioner
Dept. for Facilities & Support Services



COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

LESSOR	Park Place Partners LLC	PR NUMBER, COUNTY	PR-5425, FAYETTE COUNTY
ADDRESS	108 West Maple Street Nicholasville KY 40356-1238	VENDOR NUMBER	VC 2000007441
		AGENCY/DEPARTMENT	Cabinet for Health & Family Services
		DIVISION	
		DATE	June 27, 2018
		BUILDING CODE	91704001

1. Lease Agreement number PR-5425, Fayette County dated July 5, 2016, is hereby modified as set forth in Paragraph 2.

2. This Lease is modified as follows:

1. To amortize the \$49,761.00 cost for leasehold improvements; per estimates submitted by Herb Geddes Fence Company (\$26,619.00); DWH Electric (\$5,358.00); and Ivey Mechanical Company (\$17,784.00), same attached and incorporated herein by reference.


2. The amortization effective date will be established by signature of the Director, Division of Real Properties, upon this modification once verification has been received from the using agency that all improvements have been satisfactorily completed. The effective date for the amortization shall be defined as the first day of the month following receipt of confirmation of the completion of the improvements.

3. All other terms and conditions of the lease remain unchanged.

4. The Lessor is required to sign this document and return all copies for further processing.

5. 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.


 STATE LEASING AGENCY REPRESENTATIVE 7.9.18 Date

Park Place Partners, LLC

 LESSOR 7/2/18 Date


 ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES 10/22/2018 Date


 ATTORNEY, FINANCE & ADMINISTRATION CABINET 7/23/18 Date


 MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES 10/26/2018 Date


 DIRECTOR, DIVISION OF REAL PROPERTIES


 SECRETARY, FINANCE & ADMINISTRATION CABINET 8/18/18 Date

APPROVED THIS 1st DAY OF September, 2018
 BSH/bh

All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2205.

ORIGINAL

HERB GEDDES FENCE COMPANY INC.
 232 INDUSTRY PARKWAY
 NICHOLASVILLE, KY 40356

PROPOSAL

Proposal Number:
 Proposal Date: 2/24/2017
 Page:

Voice: 859-885-2215
 Fax: 859-885-2219

PARK PLACE PARTNERS, LLC
 THE LAW OFFICES OF WILLIAM MILES ARVIN
 108 WEST MAPLE STREET
 NICHOLASVILLE, KY. 40356

455 PARK PLACE
 LEXINGTON, KY.

		JACK BADGETT
SUSIE		Due upon Completion

INSTALL 312' OF 10' HIGH 9GA. CHAIN LINK FENCE 1 EA. 14X10 SINGLE GATE 1 EA. 37X10 DOUBLE DRIVE GATE 1 EA. 26X10 DOUBLE DRIVE GATE 1 EA. 4X10 SGL GATE WITH MAG LOCK KIT 1 EA. SWG-143 OSCO SWING GATE OPERATOR 460V3PH 1 EA. GOOSENECK STAND (ACCESS CONTROLS BY OTHERS) 1 EA. FREE EXIT AND SAFETY LOOP 1 EA. IRB-RET PHOTO EYE (SAFETY)	\$25,285.00
INSTALL 312' OF 8' HIGH 9GA. CHAIN LINK WITH 3 STRANDS OF BARB WIRE GATES AND ACCESSORIES SAME AS ABOVE ALL PIPE TO BE SCH40 HEAVY INDUSTRIAL AND CHAIN LINK TO BE HOT DIP GALV.	\$23,350.00 + 1490.00 fee 3,269.00 <hr/> \$26,619.00

*All property lines to be marked prior to installation or shown at time of installation. We assume no responsibility for measuring property lines. Not responsible for underground pipe, wires or utilities, unless noted and written up on this proposal when returned. Any rock encountered while excavating post holes will be charged per hole.

NOTE: All work and material guaranteed for one (1) full year. Concrete takes 72 hours to completely cure. Testing of posts for strength before we stretch fence will void our warranty on loose posts. Thanks for your cooperation.

In the event of litigation between the parties, the customer agrees to pay a reasonable attorney fee for Herb Geddes Fence Co.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature: Herb Geddes
 Doug Geddes, President

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date of acceptance: _____

Susie Boileau

DWH Electric, Inc.

From: haledonald18@yahoo.com
Sent: Tuesday, June 06, 2017 8:33 AM
To: Susie Boileau
Subject: Park place...

Outside gates...
Scope of work includes...
Power for outside gate...
lin.conduit for low voltage...
No controls just power to gate...
No patching of Blacktop included...
2-12x12 jboxes for power and controls...
Total cost \$4,700.00..
Thanks

* 4700.00
+ 658.00 - 1490 GC fee

\$ 5,358.00

Sent from my LG G5, an AT&T 4G LTE smartphone



"An Employee-Owned Company"
NATIONWIDE CONTRACTORS & ENGINEERS SINCE 1949
Design • Construction • Security • Lightning Protection • Service

3300 Gilmore Industrial Blvd. • Louisville, Kentucky 40213 • 502/893-2511 • 502/893-2519 (Fax) • www.readyelec.com

May 25th, 2017

Re: **PARK PLACE FENCE POWER**
RE-19276-17

Gentlemen:

The Ready Electric Company, Inc. is pleased to submit this quotation for the electrical work on the above-referenced project.

For this, we request: SEVEN THOUSAND DOLLARS
(\$7,000.00)

+ 14% GC fee of \$ 980.00
= \$ 7,980.00

BID CLARIFICATIONS

1. We have not received any addenda.
2. Liquidated damages do not apply.
3. Owner (other Electrical contractor) provides breaker 30 amp, conduit and conductor feed's to outside wall.
4. Owner (other Electrical contractor) provides conduit to outside wall for card reader controls.

ITEMS INCLUDED

1. Sales tax.
2. One- 1" PVC conduit directional boring under road for card reader controls.
3. Two - Quazite 12"x 12" pull boxes for card reader controls (pull string provided).
4. One - 1" PVC conduit directional boring under road for gate power.

5. Two -Quazite 12"x 12" pull boxes for gate power.
6. Tie Quazite box to owner supplied junction box for gate power.
7. Tie Quazite box to owner furnished access box for card reader controls.
8. Tie conduit from quazite box to gate motor controller, make electrical connections.

ITEMS NOT INCLUDED

1. Branch conduits/conductors to card readers or gate.
2. Seismic restraints.
3. Digging / excavation.
4. All patching and painting.
5. Terminations for card reader/gate devices.
6. Any allowances.
7. Trash dumpster removal charges.
8. Lightning protection system.
9. Firestop.
10. Painting of conduit, boxes, supports, etc.
11. Housekeeping pads.
12. VFD's and starters for equipment.
13. Performance and Payment Bond cost.
14. LEED Certification.
15. MBE/WBE participation costs.

If you have any questions, please call.

Sincerely yours,

READY ELECTRIC COMPANY, INC.

Mark Darby

Mark Darby

Susie Boileau

From: Jeff Bland <Jeff.Bland@Iveymechanical.com>
Sent: Thursday, April 13, 2017 2:02 PM
To: Susie Boileau; Bill Arvin
Cc: Gene Ross
Subject: FW: 455 Park Place - Add (3) New VAV Systems

Categories: remember this

Susie;

Our revised price, without (2) fire dampers, (1) fire and smoke damper and (3) access doors will be **\$8,800.00**. I sent information to Siemens, to see if their quote would change. The same qualifications, listed below, are part of this bid.

Jeff Bland
Chief Estimator
Ivey Mechanical Company
Phone: 859-254-8878
Cell: 502-664-1779
Fax: 859-231-9224



\$ 8,800.00	
+ 6,800.00	Siemens controls
<hr/>	
15,600.00	
+ 2,184.00	14% GC fee
<hr/>	
\$ 17,784.00	

From: Jeff Bland
Sent: Wednesday, March 22, 2017 1:33 PM
To: 'Bill@ArvinLaw.Net'
Cc: Susie Boileau (susie@arvinlaw.net); Gene Ross
Subject: 455 Park Place - Add (3) New VAV Systems

Bill;

Our price to furnish and install VAV systems #1-35, 2-33 and 3-34 is **\$9,550.00**.

Exclusions:

- 1) Cost of Siemens Controls is not included.
- 2) Ceiling grid work.
- 3) Overtime.

Jeff Bland
Chief Estimator
Ivey Mechanical Company
Phone: 859-254-8878
Cell: 502-664-1779
Fax: 859-231-9224



CECIL'S PLUMBING, HEATING & A/C, INC.
815 CONTRACT STREET
LEXINGTON, KY 40505
(859)887-5522

May 3, 2017

Century Investments
Susie Boileau
108 W Maple St
Nicholasville, KY 40356

Re: VAV install (Bill Arvin)

Dear Susie,

Per your request, I have put together a price for the installation of (3) VAV boxes to be install and connected to the Siemens Control system.

Price Includes:

- Install (3) VAV boxes
- Install (1) fire/smoke damper
- Install (3) access doors
- Hook all (3) VAV boxes to Siemens Controls

Cecils HVAC Labor & Materials: \$9,400.00

Siemens Control Labor & Materials: \$6,800.00

Total for complete job: \$16,200.00

+ 14% GC fee of = 2,268.00
= 18,468.00

Thank you for the opportunity to quote. I look forward to hearing from you.

Sincerely,

Mark Gay

Mark Gay, Owner
Cecil's Plumbing, Heating & A/C, Inc

Signature

Date