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 3, 2019

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

<table>
<thead>
<tr>
<th>Lease No.: PR-2829</th>
<th>County: Montgomery</th>
</tr>
</thead>
</table>

Using Agency: Cabinet for Health & Family Services

<table>
<thead>
<tr>
<th>Montgomery County Fiscal Court</th>
</tr>
</thead>
</table>

Lessor (identify all parties having 5% or more ownership):
Attached extra sheet if necessary

<table>
<thead>
<tr>
<th>Property Location: 108 East Locust Street, Mount Sterling, KY</th>
</tr>
</thead>
</table>

Check One: ☐ New Lease  ☒ Renewal  ☐ Modification

<table>
<thead>
<tr>
<th>Type Space: Office</th>
<th>Cost Per Square Foot: $13.50</th>
</tr>
</thead>
</table>

Annual Rental Cost: $155,844.00
Average Cost Per Square Foot of Leased-In Space in County: $14.62

| Utilities Included: ☒ Yes  ☐ No |

| Cancellation Clause: ☒ Yes |
| If yes, explain terms: 30 Days |
| ☐ No |
| If no, explain why not: |

Effective Date: July 1, 2020
Expiration Date: June 30, 2022

Justification for Lease: Lease renewal

Has the Finance & Administration Cabinet complied with statutory requirements: ☒ Yes  ☐ 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 MONTGOMERY CO FISCAL COURT P O BOX 696 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):

<table>
<thead>
<tr>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
</table>

The annual base rental rate shall remain $13.50 per square foot for 11,544.0 rentable square feet.

<table>
<thead>
<tr>
<th>LEASE NUMBER:</th>
<th>LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR02829</td>
<td>108 E LOCUST ST MOUNT STERLING, KY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNTY:</th>
<th>ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONTGOMERY</td>
<td></td>
</tr>
</tbody>
</table>

2. 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, includingsilent or limited partners. Non-compliance may result in termination of the Lease Agreement.

3. 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).

4. 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 81.879(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.

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 any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.900) 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

LENSOR 859-498-8707

ATTORNEY, FINANCE & ADMINISTRATION CABINET

SECRETARY, FINANCE & ADMINISTRATION CABINET

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Suite 305, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502-564-2319.

BHWRP
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 4, 2019

SUBJECT: PR-4354, Fayette 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
Attachment

CC: Capital Construction Log
OSBD
PR-4354 File
BSH
<table>
<thead>
<tr>
<th>Lease No.: PR-4354</th>
<th>County: Fayette</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Using Agency:</strong> Cabinet for Health &amp; Family Services</td>
<td><strong>Lessor:</strong> Bicknell &amp; Cravens LLC</td>
</tr>
<tr>
<td>Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary</td>
<td></td>
</tr>
<tr>
<td>Property Location: 333 Waller Avenue, Lexington, KY</td>
<td></td>
</tr>
<tr>
<td>Check One: [ ] New Lease  [x] Renewal  [ ] Modification</td>
<td></td>
</tr>
<tr>
<td><strong>Type Space:</strong> Office/Clinic  <strong>Cost Per Square Foot:</strong> $16.50</td>
<td><strong>Annual Rental Cost:</strong> $180,048.00  <strong>Average Cost Per Square Foot of Leased-In Space in County:</strong> $14.35 (office average)</td>
</tr>
<tr>
<td><strong>Utilities Included:</strong> [x] Yes  [ ] No</td>
<td></td>
</tr>
<tr>
<td>Cancellation Clause: [x] Yes  If yes, explain terms: 30 Days  [ ] No  If no, explain why not:</td>
<td></td>
</tr>
<tr>
<td>Effective Date: <strong>July 1, 2020</strong>  Expiration Date: <strong>June 30, 2022</strong></td>
<td></td>
</tr>
<tr>
<td>Justification for Lease: <strong>Lease renewal</strong></td>
<td></td>
</tr>
<tr>
<td>Has the Finance &amp; Administration Cabinet complied with statutory requirements: [x] Yes  [ ] No  If no, explain:</td>
<td></td>
</tr>
<tr>
<td>Explain why the Finance &amp; Administration Cabinet chose this lessor: Lease renewal</td>
<td></td>
</tr>
</tbody>
</table>
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, the following described Lease Agreement by and between COMM FOR CHILDREN W/SPECIAL HEALTHCARE NEEDS and BICKNELL & CRAVENS LLC 1591 WINCHESTER RD. SUITE 107 LEXINGTON, PR04354 40504-4514, by mutual agreement, is hereby renewed at the same terms and conditions for further periods of twelve (12) months to extend beyond June 30 (please check and initial your choice on the appropriate line):

<table>
<thead>
<tr>
<th></th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The annual base rental rate shall remain 18.50 per square foot for 10,012 square feet of medical space.

<table>
<thead>
<tr>
<th>LEASE NUMBER:</th>
<th>LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR04354</td>
<td>333 WALLER AVE STE 300</td>
</tr>
<tr>
<td></td>
<td>LEXINGTON, KY</td>
</tr>
</tbody>
</table>

ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)

2. 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.

3. 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).

4. The Contractor, as defined in KRS 45A.030 (f) 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 61.879(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.

5. The Lessor certifies by his signature hereinafter affixed that he ("the") 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 $180,048.00

LESSOR

BS9 - 983 - 9062

LESSOR'S CURRENT PHONE NUMBER

ATTORNEY, FINANCE & ADMINISTRATION CABINET

SECRETARY, FINANCE & ADMINISTRATION CABINET

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

New Address Only if the above Address Is Incorrect

BSHRP
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 3, 2019

SUBJECT: PR-4464, Franklin County
    Public Protection Cabinet
    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-4464 File
    BSH

Attachment
# LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING $100,000.00

<table>
<thead>
<tr>
<th>Lease No.: PR-4464</th>
<th>County: Franklin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Using Agency: Public Protection Cabinet</td>
<td></td>
</tr>
<tr>
<td>Lesser (identify all parties having 5% or more ownership): Hanna Family Trust</td>
<td></td>
</tr>
<tr>
<td>Attached extra sheet if necessary</td>
<td></td>
</tr>
<tr>
<td>Property Location: 101 Sea Hero Road, Suite 100, Frankfort, KY</td>
<td></td>
</tr>
<tr>
<td>Check One: ☑ New Lease ☑ Renewal ☑ Modification</td>
<td></td>
</tr>
<tr>
<td>Type Space: <strong>Office</strong></td>
<td>Cost Per Square Foot: <strong>$8.07</strong></td>
</tr>
<tr>
<td>Annual Rental Cost: <strong>$300,898.04</strong></td>
<td>Average Cost Per Square Foot of Leased-In Space in County: <strong>$7.16</strong></td>
</tr>
<tr>
<td>Utilities Included: ☑ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>Cancellation Clause: ☑ Yes</td>
<td>If yes, explain terms: 30 Days</td>
</tr>
<tr>
<td>☐ No</td>
<td>If no, explain why not:</td>
</tr>
<tr>
<td>Effective Date: <strong>July 1, 2020</strong></td>
<td>Expiration Date: <strong>June 30, 2021</strong></td>
</tr>
<tr>
<td>Justification for Lease: Lease renewal</td>
<td></td>
</tr>
<tr>
<td>Has the Finance &amp; Administration Cabinet complied with statutory requirements: ☑ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>If no, explain:</td>
<td></td>
</tr>
<tr>
<td>Explain why the Finance &amp; Administration Cabinet chose this lessor: Lease renewal</td>
<td></td>
</tr>
</tbody>
</table>
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 HOUSING/BUILDING/CONSTRUCTION and HANNA FAMILY TRUST PO BOX 54997 LEXINGTON, KY 40595-4997, 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):

- [x] 2021
- 2022
- 2023
- 2024
- 2025
- 2026
- 2027
- 2028

The annual base rental rate shall remain $8.07 per square foot for 37,288.0 rentable square feet.

LEASE NUMBER: PR04464
LOCATION: 101 SEA HERO RD, STE 100
FRANKLIN, KY

COUNTY: FRANKLIN

ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)

2. 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.

3. The Lessor acknowledges that his property may be inspected by the Division of Building Codes Enforcement and/or the State Fire Marshall and must comply with all applicable standards (fire safety and ADA accessibility).

4. 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.

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, corporation, or 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 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 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 $300,898.04

LEASOR

LEASOR'S CURRENT PHONE NUMBER

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, 402 Wapling Street, Frankfort, Kentucky 40601-2607, phone 502/564-2219.
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 3, 2019

SUBJECT: PR-4487, Letcher 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
Attachment

CC: Capital Construction Log
    OSBD
    PR-4487 File
    BSH
**LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING $100,000.00**

<table>
<thead>
<tr>
<th>Lease No.: PR-4487</th>
<th>County: Letcher</th>
</tr>
</thead>
<tbody>
<tr>
<td>Using Agency: <strong>Cabinet for Health &amp; Family Services</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lesser (identify all parties having 5% or more ownership):</th>
<th>Childers Oil Company Incorporated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attached extra sheet if necessary</td>
<td></td>
</tr>
</tbody>
</table>

**Property Location:**
415 Highway 2034, Whitesburg, KY

<table>
<thead>
<tr>
<th>Check One:</th>
<th>New Lease</th>
<th>Renewal</th>
<th>Modification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type Space:</td>
<td>Office</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Per Square Foot: $9.26</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Rental Cost: $178,579.12</td>
</tr>
<tr>
<td>Average Cost Per Square Foot of Leased-In Space in County: $11.81</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utilities Included:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Cancellation Clause:</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, explain terms: 30 Days</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Effect Date:</th>
<th>July 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date:</td>
<td>June 30, 2021</td>
</tr>
</tbody>
</table>

**Justification for Lease:** Lease renewal

**Has the Finance & Administration Cabinet complied with statutory requirements:** Yes 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 CHILDERS OIL CO INC P O BOX 430 WHITESBURG, KY 41858, 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):

   \[ \checkmark \quad 2021 \quad [ ] \quad 2022 \quad [ ] \quad 2023 \quad [ ] \quad 2024 \quad [ ] \quad 2025 \quad [ ] \quad 2026 \quad [ ] \quad 2027 \quad [ ] \quad 2028 \quad [ ] \]

The annual base rental rate shall remain $ 9.26 per square foot for 19,285.0 rentable square feet.

<table>
<thead>
<tr>
<th>LEASE NUMBER:</th>
<th>LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR04487</td>
<td>415 HWY 2034</td>
</tr>
<tr>
<td>COUNTY:</td>
<td>WHITESBURG, KY</td>
</tr>
</tbody>
</table>

ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)

2. 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.

3. 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 (fire safety and ADA accessibility).

4. 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.

5. The Lessor certifies by his signature hereafter 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 (s) 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 $178,579.12

<table>
<thead>
<tr>
<th>LESSOR</th>
<th>606-633-2525</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lessor's Current Phone Number</td>
<td></td>
</tr>
</tbody>
</table>

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, 402 Wapping Street, Frankfort, Kentucky 40601-2501; phone 502-564-2319

BSHRP
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 4, 2019

SUBJECT: PR-5181, Fayette 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
Attachment

CC: Capital Construction Log
    OSBD
    PR-5181 File
    BSH
**Report to Capital, Projects and Bond Oversight Committee**

**Lease Renewal with Annual Rental Exceeding $100,000.00**

<table>
<thead>
<tr>
<th>Lease No.: PR-5181</th>
<th>County: Fayette</th>
</tr>
</thead>
</table>

**Using Agency:** Department for Workforce Investment

<table>
<thead>
<tr>
<th>Lessor (identify all parties having 5% or more ownership):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bicknell &amp; Cravens LLC</td>
</tr>
</tbody>
</table>

**Property Location:**
333 Waller Avenue, Lexington, KY

**Check One:**
- ☐ New Lease
- ☒ Renewal
- ☐ Modification

**Type Space:** Office

<table>
<thead>
<tr>
<th>Cost Per Square Foot: $16.50</th>
<th>Average Cost Per Square Foot of Leased-In Space in County: $14.35</th>
</tr>
</thead>
</table>

**Annual Rental Cost:** $189,964.52

**Utilities Included:**
- ☒ Yes
- ☐ No

**Cancellation Clause:**
- ☒ Yes
- ☐ No
  - If yes, explain terms: 30 Days
  - If no, explain why not:

**Effective Date:** July 1, 2020

**Expiration Date:** June 30, 2022

**Justification for Lease:** Lease renewal

**Has the Finance & Administration Cabinet complied with statutory requirements:**
- ☒ Yes
- ☐ 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 WORKFORCE INVESTMENT and BICKNELL & CRAVEN LLC 1591 WINCHESTER RD. SUITE 107 LEXINGTON, KY 40504-4514, 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):

- [ ] 2021
- [ ] 2022 [x]
- [ ] 2023
- [ ] 2024
- [ ] 2025
- [ ] 2026
- [ ] 2027
- [ ] 2028

The annual base rental rate shall remain $ 16.50 per square foot for 11,513.0 rentable square feet.

<table>
<thead>
<tr>
<th>LEASE NUMBER:</th>
<th>LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR05181</td>
<td>333 WALLER AVENUE</td>
</tr>
<tr>
<td>COUNTY:</td>
<td>LEXINGTON, KY</td>
</tr>
</tbody>
</table>

ADDENDUM ATTACHED: NO  (Lessor must sign Addendum if attached)

2. 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.

3. 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 (fire safety and ADA accessibility).

4. The contractor, as defined in KRS 45A.030 (8) 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). If 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.

5. The Lessor certifies by his signature hereinafter affirmed 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.900) 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.

LEASOR

Annual Amount $189,964.52

LEASOR'S CURRENT PHONE NUMBER

LEASOR

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 502/564-2318