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 16, 2019

SUBJECT: PR-3374, Fayette County
         Unified Prosecutorial System
         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-3374 File
    BSH
<table>
<thead>
<tr>
<th>Lease No.: <strong>PR-3374</strong></th>
<th>County: <strong>Fayette</strong></th>
</tr>
</thead>
</table>

**Using Agency:** Unified Prosecutorial System

**Lessor (identify all parties having 5% or more ownership):**
Berkley-Guthrie & Watson LLC

**Property Location:**
116 North Upper Street, Lexington, KY

**Check One:**
- [ ] New Lease
- X Renewal
- [ ] Modification

**Type Space:**
- Office (12,072 SF)/Storage (600 SF)

**Cost Per Square Foot:**
- $9.24 (office)/$2.50 (storage)

**Annual Rental Cost:** $113,045.28

**Average Cost Per Square Foot of Leased-In Space in County:** $14.35 (office)

**Utilities Included:**
- X Yes (partial)
- [ ] No

**Cancellation Clause:**
- X Yes
  - If yes, explain terms: 30 Days
- [ ] No
  - If no, explain why not:

**Effective Date:** July 1, 2020

**Expiration Date:** June 30, 2021

**Justification for Lease:** Lease renewal

**Has the Finance & Administration Cabinet complied with statutory requirements:**
- X 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 UNIFIED PROSECUTORIAL SYSTEM and BERKLEY-GUTHRIE & WATSON LLC, 1795 AYLESHEBA WAY, SUITE 5101, LEXINGTON, KY 40509-2473, 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
- [ ] 2023
- [ ] 2024
- [ ] 2025
- [ ] 2026
- [ ] 2027
- [ ] 2028

The annual base rental rate shall remain $9.24 per square foot for 12,072.8 rentable square feet.

<table>
<thead>
<tr>
<th>LEASE NUMBER:</th>
<th>LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR03374</td>
<td>116 N UPPER ST</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 (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 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 (the) is construed to mean "he" if more than one person in 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 knowingly violate 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.

[Signature]

Annual Amount $113,045.28

LEASER'S CURRENT PHONE NUMBER 859-273-7389

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, 400 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2319.
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 16, 2019

SUBJECT: PR-4232, Franklin County
         Department of Juvenile Justice
         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-4232 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-4232</th>
<th>County: Franklin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Using Agency: Department of Juvenile Justice</td>
<td></td>
</tr>
<tr>
<td>Lessor (identify all parties having 5% or more ownership):</td>
<td>Rainier Capital Complex Acquisitions LLC</td>
</tr>
<tr>
<td>Attached extra sheet if necessary</td>
<td></td>
</tr>
<tr>
<td>Property Location:</td>
<td>1025 Capital Center Drive, Frankfort, KY</td>
</tr>
<tr>
<td>Check One:</td>
<td>☒ Renewal  ☐ New Lease  ☐ Modification</td>
</tr>
<tr>
<td>Type Space: Office</td>
<td>Cost Per Square Foot: $9.41</td>
</tr>
<tr>
<td>Annual Rental Cost: $183,833.76</td>
<td>Average Cost Per Square Foot of Leased-In Space in County: $7.16</td>
</tr>
<tr>
<td>Utilities Included:</td>
<td>☒ No  ☐ Yes</td>
</tr>
<tr>
<td>Cancellation Clause:</td>
<td>☒ Yes  ☐ No</td>
</tr>
<tr>
<td>If yes, explain terms: 30 Days</td>
<td>If no, explain why not:</td>
</tr>
<tr>
<td>Effective Date: July 1, 2020</td>
<td>Expiration Date: June 30, 2021</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:</td>
<td>☒ Yes  ☐ No</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 JUVENILE JUSTICE and RAINIER CAPITAL COMPLEX ACQUISITIONS LLC 13769 NOEL ROAD, SUITE 800 DALLAS, TX 75240-1307, 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
- [ ] 2023
- [ ] 2024
- [ ] 2025
- [ ] 2026
- [ ] 2027
- [ ] 2028

The annual base rental rate shall remain $ 9.41 per square foot for 19,536.0 rentable square feet.

<table>
<thead>
<tr>
<th>LEASE NUMBER:</th>
<th>LOCALIZATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR04232</td>
<td>1025 CAPITOL CENTER DR</td>
</tr>
<tr>
<td>COUNTY:</td>
<td>FRANKFORT, 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 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 61.87(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 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 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 $183,833.76

LESSOR 214-234-8233
LESSOR'S CURRENT PHONE NUMBER

NEW ADDRESS ONLY IF THE ABOVE ADDRESS IS IN ACCORDANCE

All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Suite 300, 425 Washington Street, Frankfort, Kentucky 40601-2607, phone 502/564-2319.
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, 2019

SUBJECT: PR-5262, Franklin 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-5262 File
    BSH
<table>
<thead>
<tr>
<th><strong>Lease No.:</strong> PR-5262</th>
<th><strong>County:</strong> Franklin</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Using Agency:</strong> Department for Workforce Investment</td>
<td></td>
</tr>
<tr>
<td><strong>Lessor</strong> (identify all parties having 5% or more ownership): Attached extra sheet if necessary</td>
<td></td>
</tr>
<tr>
<td><strong>West Frankfort Office Complex</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Property Location:</strong> 1050 US 127 South, Frankfort, KY</td>
<td></td>
</tr>
<tr>
<td><strong>Check One:</strong> □ New Lease  □ Renewal  □ Modification</td>
<td></td>
</tr>
<tr>
<td><strong>Type Space:</strong> Office</td>
<td><strong>Cost Per Square Foot:</strong> $7.80</td>
</tr>
<tr>
<td><strong>Annual Rental Cost:</strong> $114,231.00</td>
<td><strong>Average Cost Per Square Foot of Leased-In Space in County:</strong> $7.16</td>
</tr>
<tr>
<td><strong>Utilities Included:</strong> □ Yes  □ No</td>
<td></td>
</tr>
<tr>
<td><strong>Cancellation Clause:</strong> □ Yes Yes, explain terms: 30 Days □ No No, explain why not:</td>
<td></td>
</tr>
<tr>
<td><strong>Effective Date:</strong> July 1, 2020</td>
<td><strong>Expiration Date:</strong> June 30, 2025</td>
</tr>
<tr>
<td><strong>Justification for Lease:</strong> Lease renewal</td>
<td></td>
</tr>
<tr>
<td><strong>Has the Finance &amp; Administration Cabinet complied with statutory requirements:</strong> □ 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 WORKFORCE INVESTMENT and WEST FRANKFORT OFFICE COMPLEX C/O CALIBER COMMERCIAL PROPERTIES LLC 4201 SPRINGHURST BLVD SUITE 201 LOUISVILLE, KY 40241, 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 ☐ 2023 ☐ 2024 ☑ 2025 ☑ 2026 ☐ 2027 ☐ 2028

The annual base rental rate shall remain $ 7.80 per square foot for 14,645.0 rentable square feet.

<table>
<thead>
<tr>
<th>LEASE NUMBER:</th>
<th>LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR05262</td>
<td>1050 US 127 SOUTH FRANKFORT, KY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNTY:</th>
<th>ADDENDUM ATTACHED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>FRANKLIN</td>
<td>NO (Lessor must sign Addendum if attached)</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, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.

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Annual Amount $114,231.00

502-365-5009

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, 402 Wapping Street, Frankfort, Kentucky 40601-2007, phone 502/564-2319.