

ANDY BESHEAR
Governor

SAM RUTH Commissioner Division of Real Properties Bush Building, 3<sup>rd</sup> Floor 403 Wapping Street, Suite 300 Frankfort, Kentucky 40601 (502) 564-2205 Fax: (502) 564-8108

HOLLY M. JOHNSON Secretary

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 17, 2020

SUBJECT:

PR-3282, Franklin 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-3282 File



Lease No.: PR-3282		County: F	ranklin
Using Agency: Cabinet for Health & Family Services			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		kfort Leasi	ing And Rental LLC
Property Location: 677 Comanche Trail, Frankfort, KY			
Check One: New Lease Rene	ewal	☐ Modif	fication
Type Space: Office			quare Foot: \$7.55
Annual Rental Cost: \$116,760.76		Average Cost Per Square Foot of Leased-In Space in County: \$7.16	
Utilities Included: Yes No			
Cancellation Clause:  Yes If yes, explain terms	s: 30 D	Days	No If no, explain why not:
Effective Date: July 1, 2021		Expiration	Date: June 30, 2023
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet If no, explain:	comp	lied with sta	atutory requirements: X Yes No
Explain why the Finance & Administration	ı Cabii	net chose th	is lessor: Lease renewal

	me terms and conditions for further periods of twelve (12) the appropriate line):	,
	2022 2023 Am	2024 2025
	2026 2027	2028 2029
The	e annual base rental rate shall remain \$ 7.55 for 15,465	square feet of space for office space.
	LEASE NUMBER: PR03282	LOCATION:
	COUNTY: FRANKLIN	677 COMANCHE TRAIL FRANKFORT, KY 40601
4	ADDENDUM ATTACHED: NO (Lessor n	nust sign Addendum if attached)
3.	in stock, in partnership, in business trust, or in corporation, incl Agreement.	owning, or upon any change or transfer of ownership involving five percent (5%) or more luding silent or limited partners. Non-compliance may result in termination of the Lease by the Division of Bullding Codes Enforcement and/or the State Fire Marshal and must
	Accounts, and the Legislative Research Commission, or their records, or other evidence, which are directly pertinent to the prequalification information confidentially disclosed as part of exempt from disclosure as provided in KRS 61.878(1)(c). The confidentially disclosed as part of exempt from disclosure as provided in KRS 61.878(1)(c). The confidence of the contractor and the contracting agency, Attorney Good and review, the Finance and Administration Cabinet shall review. The Lessor certifies by his signature hereinafter affixed that the partnership, corporation, business trust or other organization is entitled to enter into contracts with the Commonwealth of Kerconflict of interest statute (KRS 45A.330 - 45A.340 or 45A.99) statute or principle by the performance of this Lease, or will he rethat he has not knowingly violated any provision of the campaign Agreement he will not be in violation of the campaign finance latinual Amount \$116,760.76	he contracting agency, the Finance and Administration Cabinet, the Auditor of Public duly authorized representatives, shall have access to any books, documents, papers, his contract for the purpose of financial audit or program review. Records and other the bid process shall not be deemed as directly pertinent to the contract and shall be ontractor also recognizes that any books, documents, papers, records, or other evidence, ject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute eneral, or the Auditor of Public Accounts over documents that are eligible for production with the dispute and issue a determination, in accordance with Secretary's Order 11-004.  The is construed to mean "they" if more than one person in involved; and, if a firm, is involved, then "he" is construed to mean any person with an interest therein) is legally intucky and that by holding and performing this contract will not be violating either any of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable ealize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies grant finance law of the Commonwealth, and that by entering into this Lease Modification was of the Commonwealth.  **FANKFORT CEASURG*** FEBSTA**  **CSO2*** SO3**-1980**
5. <b>An</b> ı	Accounts, and the Legislative Research Commission, or their records, or other evidence, which are directly pertinent to the prequalification information confidentially disclosed as part of exempt from disclosure as provided in KRS 61.878(1)(c). The correceived during a financial audit or program review shall be subsetween the contractor and the contracting agency, Attorney Gand review, the Finance and Administration Cabinet shall review. The Lessor certifies by his signature hereinafter affixed that he partnership, corporation, business trust or other organization is entitled to enter into contracts with the Commonwealth of Kerconflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990 statute or principle by the performance of this Lease, or will he rethat he has not knowingly violated any provision of the campaign finance land	he contracting agency, the Finance and Administration Cabinet, the Auditor of Public duly authorized representatives, shall have access to any books, documents, papers, his contract for the purpose of financial audit or program review. Records and other the bid process shall not be deemed as directly pertinent to the contract and shall be ontractor also recognizes that any books, documents, papers, records, or other evidence, ject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute eneral, or the Auditor of Public Accounts over documents that are eligible for production with the dispute and issue a determination, in accordance with Secretary's Order 11-004.  The is construed to mean "they" if more than one person in involved; and, if a firm, is involved, then "he" is construed to mean any person with an interest therein) is legally intucky and that by holding and performing this contract will not be violating either any of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable ealize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies grant finance law of the Commonwealth, and that by entering into this Lease Modification was of the Commonwealth.  **FANKFORT CEASURG*** FEBSTA**  **CSO2*** SO3**-1980**



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Division of Real Properties Bush Building, 3<sup>rd</sup> Floor 403 Wapping Street, Suite 300 Frankfort, Kentucky 40601 (502) 564-2205

Fax: (502) 564-8108

HOLLY M. JOHNSON Secretary

SCOTT AUBREY
Director

SAM RUTH

Commissioner

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 15, 2020

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



Lease No.: PR-3374	County: Fayette		
Using Agency: Unified Prosecutorial System			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Berkley-Guthrie & Watson LLC		
Property Location: 116 North Upper Street, Lexington, KY			
Check One: New Lease Renew	wal Modification		
Type Space: Office (12,072 SF)/Storage (600 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)		
	No		
Cancellation Clause:  Yes If yes, explain terms:	30 Days If no, explain why not:		
Effective Date: July 1, 2021	Expiration Date: June 30, 2023		
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet co. If no, explain:	complied with statutory requirements: Yes No		
Explain why the Finance & Administration (	Cabinet chose this lessor: Lease renewal		

of the parties (or their representatives), the following describ BERKLEY-GUTHRIE & WATSON LLC 1795 ALYSHEBA WATSON LLC 17	forth in the original Lease Agreement, and as designated below by signature and Lease Agreement by and between Unified Prosecutorial System and AY, SUITE 5101, , LEXINGTON, KY 40509-2473 by mutual agreement, is beriods of twelve (12) months not to extend beyond June 30 (please check
2022 2023 <u>CM</u>	J 2024 2025
2026 2027	
The annual base rental rate shall remain \$ 9.24 for 12,072 squ	uare feet of space for office space.
LEASE NUMBER:	LOCATION:
COUNTY: FAYETTE	116 N UPPER ST LEXINGTON, KY 40507
ADDENDUM ATTACHED: NO (Lessor mu	st sign Addendum if attached)
<ol> <li>in stock, in partnership, in business trust, or in corporation, included Agreement.</li> <li>The Lessor acknowledges that his property may be inspected by comply with all applicable standards (life safety and ADA accessib).</li> <li>The contractor, as defined in KRS 45A.030 (9) agrees that the Accounts, and the Legislative Research Commission, or their durecords, or other evidence, which are directly pertinent to this prequalification information confidentially disclosed as part of the exempt from disclosure as provided in KRS 61.878(1)(c). The contractived during a financial audit or program review shall be subject between the contractor and the contracting agency, Attorney General review, the Finance and Administration Cabinet shall review the finance and Administration Cabinet shall review the partnership, corporation, business trust or other organization is inventitled to enter into contracts with the Commonwealth of Kentuconflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of statute or principle by the performance of this Lease, or will he realign that he has not knowingly violated any provision of the campaign.</li> </ol>	contracting agency, the Finance and Administration Cabinet, the Auditor of Public ily authorized representatives, shall have access to any books, documents, papers, contract for the purpose of financial audit or program review. Records and other bid process shall not be deemed as directly pertinent to the contract and shall be ractor also recognizes that any books, documents, papers, records, or other evidence, it to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute eral, or the Auditor of Public Accounts over documents that are eligible for production he dispute and issue a determination, in accordance with Secretary's Order 11-004. The is construed to mean "they" if more than one person in involved, and, if a firm, volved, then "he" is construed to mean any person with an interest therein) is legally cky and that by holding and performing this contract will not be violating either any of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable ze any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies 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  Annual Amount \$113,045.28  Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE	of the Commonwealth.  LESSOR  B59-273-7389  LESSOR'S CURRENT PHONE NUMBER
ATTORNEY, FINANCE & ADMINISTRATION CABINET	NEW ADDRESS Only if the above address is incorrect



ANDY BESHEAR

Governor

SAM RUTH
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Fax: (502) 564-8108

**HOLLY M. JOHNSON** 

Secretary

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 15, 2020

SUBJECT:

PR-3799, Franklin County

Office of the Attorney General

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-3799 File



Lease No.: PR-3799		County: Frai	nklin
Using Agency: Office of the Attorney G	eneral		
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		ier Capital Co	omplex Acquisitions LLC
Property Location: 1024 Capital Center Drive, Frankfort, I	ΚΥ		
Check One: New Lease Ren	ewal	☐ Modifica	ntion
Type Space: Office Cost Per Square Foot: \$9.60			are Foot: \$9.60
Annual Rental Cost: \$447,552.00		Average Cost Per Square Foot of Leased-In Space in County: \$7.16	
Utilities Included: Yes No			
Cancellation Clause:  Yes If yes, explain terms	s: 30 D	ays	No no, explain why not:
Effective Date: July 1, 2021		Expiration Da	ate: June 30, 2026
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet If no, explain:	comp	lied with statut	tory requirements: Yes No
Explain why the Finance & Administration	ı Cabii	net chose this l	essor: Lease renewal

o C a	f the parties (or their representatives), the following described Le COMPLEX ACQUISITIONS LLC 13760 NOEL ROAD, SUITE 80	ease Agreement by and between Attorney General and, RAINIER CAPITAL. 0, FRANKFORT, TX 75240-1307 by mutual agreement, is hereby renewed 12) months not to extend beyond June 30 (please check and initial your
	2022 2023	2024 2025
777	2026 2027	2028 2029
11	he annual base rental rate shall remain \$ 9.60 for 46,620 squa	are feet of space for office space.
	LEASE NUMBER: PR03799	LOCATION:
	COUNTY: FRANKLIN	1024 CAPITOL CENTER DR FRANKFORT, KY 40601
	ADDENDUM ATTACHED: NO (Lessor mus	t sign Addendum if attached)
3. 4.	In stock, in partnership, in business trust, or in corporation, includin Agreement.  The Lessor acknowledges that his property may be inspected by the comply with all applicable standards (life safety and ADA accessibility). The contractor, as defined in KRS 45A.030 (9) agrees that the contractor, and the Legislative Research Commission, or their duly records, or other evidence, which are directly pertinent to this contractions, or other evidence, which are directly pertinent to this contraction information confidentially disclosed as part of the between the disclosure as provided in KRS 61.878(1)(c). The contract received during a financial audit or program review shall be subject to between the contractor and the contracting agency, Attorney General and review, the Finance and Administration Cabinet shall review the The Lessor certifies by his signature hereinafter affixed that he ("he partnership, corporation, business trust or other organization is involved."	ontracting agency, the Finance and Administration Cabinet, the Auditor of Public authorized representatives, shall have access to any books, documents, papers, ontract for the purpose of financial audit or program review. Records and other old process shall not be deemed as directly pertinent to the contract and shall be clor also recognizes that any books, documents, papers, records, or other evidence, of the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute all, or the Auditor of Public Accounts over documents that are eligible for production dispute and issue a determination, in accordance with Secretary's Order 11-004, etc. is construed to mean "they" if more than one person in involved; and, if a firm, alved, then "he" is construed to mean any person with an interest therein) is legable.
	entitled to enter into contracts with the Commonwealth of Kentuck conflict of Interest statute (KRS 45A.330 - 45A.340 or 45A.990) of	ty and that by holding and performing this contract will not be violating either any the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies nance law of the Commonwealth and that by entering into this Lease Modification
Aı	nnual Amount \$447,552.00	LESSOR
Co	mmonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE	214-234-8233 LESSOR'S CURRENT PHONE NUMBER
ĀT	TORNEY, FINANCE & ADMINISTRATION CABINET	NEW ADDRESS Only if the above address is incorrect  Dallas, To 75240



ANDY BESHEAR

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SAM RUTH
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Division of Real Properties Bush Building, 3<sup>rd</sup> Floor 403 Wapping Street, Suite 300 Frankfort, Kentucky 40601 (502) 564-2205

Fax: (502) 564-8108

HOLLY M. JOHNSON

Secretary

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 15, 2020

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



Lease No.: PR-4232		County: Fr	anklin
Using Agency: Department of Juvenile J	lustice		
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		ier Capital (	Complex Acquisitions LLC
Property Location: 1025 Capital Center Drive, Frankfort, F	ζΥ		
Check One: New Lease Ren	ewal_	Modifi	cation
Type Space: Office Cost Per Square Foot: \$9.41			and the same of th
		Average Cost Per Square Foot of Leased-In Space in County: \$7.16 (office)	
Utilities Included: Yes No			
Cancellation Clause:    Yes   If yes, explain terms	s: 30 D	ays	☐ No If no, explain why not:
Effective Date: July 1, 2021		Expiration 1	Date: <b>June 30, 2026</b>
Justification for Lease: Lease renewal	'		
Has the Finance & Administration Cabinet If no, explain:	comp	lied with stat	tutory requirements: X Yes No
Explain why the Finance & Administration	ı Cabii	net chose this	s lessor: Lease renewal

of the parties (or their representatives), the following described RAINIER CAPITAL COMPLEX ACQUISITIONS LLC 13760	orth in the original Lease Agreement, and as designated below by signature the Lease Agreement by and between Department Of Juvenile Justice and NOEL ROAD, SUITE 800, FRANKFORT, TX 75240-1307 by mutual is for further periods of twelve (12) months not to extend beyond June 30
2022 2023 2027 2027	2024 2025 2028 2029 are feet of space for office space.
LEASE NUMBER: PR04232 COUNTY: FRANKLIN	LOCATION:  1025 CAPITOL CENTER DR FRANKFORT, KY 40601
<ol> <li>The Lessor agrees to notify the Commonwealth of all persons ownling in stock, in partnership, in business trust, or in corporation, including Agreement.</li> <li>The Lessor acknowledges that his property may be inspected by the comply with all applicable standards (life safety and ADA accessibility).</li> <li>The contractor, as defined in KRS 45A.030 (9) agrees that the contractor, and the Legislative Research Commission, or their duly records, or other evidence, which are directly pertinent to this corprequalification information confidentially disclosed as part of the leaxempt from disclosure as provided in KRS 61.878(1)(c). The contractor received during a financial audit or program review shall be subject to between the contractor and the contracting agency, Attorney Generand review, the Finance and Administration Cabinet shall review them.</li> <li>The Lessor certifies by his signature hereinafter affixed that he ("he partnership, corporation, business trust or other organization is involved in the contract of the commonwealth of Kentuck conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the contract of the commonwealth of Kentuck conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the contract of the commonwealth of Kentuck conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the contract of the commonwealth of Kentuck conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the contract of the commonwealth of Kentuck conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the commonwealth of Kentuck conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the commonwealth of Kentuck conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the commonwealth of Kentuck conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the commonwealth of Kentuck conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the commonwealth of Kentuck conflict of interest statute (KRS 45A.330 -</li></ol>	ontracting agency, the Finance and Administration Cabinet, the Auditor of Public authorized representatives, shall have access to any books, documents, papers, ontract for the purpose of financial audit or program review. Records and other bid process shall not be deemed as directly pertinent to the contract and shall be cor also recognizes that any books, documents, papers, records, or other evidence, to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute at, or the Auditor of Public Accounts over documents that are eligible for production a dispute and issue a determination, in accordance with Secretary's Order 11-004.  The is construed to mean "they" if more than one person in involved; and, if a firm, object, then "he" is construed to mean any person with an interest therein) is legally by and that by holding and performing this contract will not be violating either any the Executive Branch Code of Fithics. KRS Chapter 114. or any other applicable.
statute or principle by the performance of this Lease, or will he realize that he has not knowingly violated any provision of the campaign fin Agreement he will not be in violation of the campaign finance laws of Annual Amount \$167,328.64  Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE	any untawful benefit or gain directly or indirectly from it. The Lessor further certifies nance law of the Commonwealth and that by entering into this Lease Modification.



ANDY BESHEAR

Governor

Division of Real Properties Bush Building, 3<sup>rd</sup> Floor 403 Wapping Street, Suite 300 Frankfort, Kentucky 40601

(502) 564-2205 Fax: (502) 564-8108 HOLLY M. JOHNSON Secretary

SCOTT AUBREY
Director

SAM RUTH

Commissioner

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 15, 2020

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



Lease No.: PR-4487		County: L	etcher
Using Agency: Cabinet for Health & Fa	mily S	ervices	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		lers Oil Co	ompany Incorporated
Property Location: 415 Highway 2034, Whitesburg, KY			
Check One: New Lease Ren	iewal	Modi	fication
Type Space: Office			quare Foot: \$9.26
Annual Rental Cost: \$178,579.12		Average Cost Per Square Foot of Leased-In Space in County: \$11.81	
Utilities Included: Yes No			
Cancellation Clause:  Yes If yes, explain term	s: 30 D	ays	No If no, explain why not:
Effective Date: July 1, 2021		Expiration	Date: June 30, 2022
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet If no, explain:	t comp	lied with sta	atutory requirements: X Yes No
Explain why the Finance & Administration	n Cabir	net chose th	is lessor: Lease renewal

CH	the parties (or IILDERS OIL nditions for furt	their representatives) CO INC P O BOX 43	y law and the terms set forms, the following described <b>0, , WHITESBURG, KY</b> 12) months not to extend	Lease Agreement I 41858 by mutual a	by and between Coreement, is here	CHFS - Office Of The Se	ecretary and,
		2022	2023	2024		2025	•
		2026	2027	2028		2029	
Г			1 \$ 9.26 for 19,285 squ	are feet of space for	office space.		
	LEASE NU	JMBER: PR04487		LOCATION:			
COUNTY:  LETCHER			415 HWY 2034 WHITESBURG, KY 41858				
	ADDENDU	M ATTACHED:	NO (Lessor mus	t sign Addendu	ım if attached	)	
Com	The Lessor ac comply with all The contractor Accounts, and records, or other prequalification exempt from direceived during between the coand review, the The Lessor cepartnership, coentitled to enterestatute or prince that he has no Agreement he mual Amountmembership of the conflict of interestatute or prince that he has no Agreement he mual Amountmembership of Keepership of Ke	cknowledges that his propil applicable standards (life or, as defined in KRS 45/4, the Legislative Research her evidence, which are information confidential isclosure as provided in Kr ga financial audit or progrontractor and the contract of Finance and Administrativities by his signature her proporation, business trust or into contracts with the rest statute (KRS 45A.33 iple by the performance of the knowingly violated any paid in the programment of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts with the rest statute (KRS 45A.33 iple by the performance of the contracts wi	NCY REPRESENTATIVE	g silent or limited partresses and that by holding to the Auditor of Pudispute and the Commonwealth.  LESSOR S CU	codes Enforcement Efinance and Admiatives, shall have ace of financial audit be deemed as direct at any books, docum Records Act, KRS 61 blic Accounts over determination, in account they" if more that trued to mean any pand performing this Code of Ethics, KR or gain directly or individual.	nistration Cabinet, the Audicess to any books, docum or program review. Recordly pertinent to the contract tents, papers, records, or oti. 870 to 61.884. In the even ocuments that are eligible fordance with Secretary's Orderson with an interest them contract will not be violating S Chapter 11A, or any oth rectly from it. The Lessor further than the second of the s	that and must that and must that and must that and must that and other and shall be the evidence, and of a dispute for production der 11-004.  and, if a firm, ein) is legally no either any er applicable other certifies
ATTO	ORNEY, FINANC	CE & ADMINISTRATION	CABINET	NEW ADDRES	S Unity If the above a	ddress is incorrect	_



ANDY BESHEAR

Governor

SAM RUTH
Commissioner

Division of Real Properties Bush Building, 3<sup>rd</sup> Floor 403 Wapping Street, Suite 300 Frankfort, Kentucky 40601

> (502) 564-2205 Fax: (502) 564-8108

HOLLY M. JOHNSON

Secretary

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 15, 2020

SUBJECT:

PR-5250, Franklin County

Department of Public Advocacy

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-5250 File



Lease No.: <b>PR-5250</b>		County: Franklin	
Using Agency: Department of Public Ac	dvocac	ży	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		tier Frankfort Acquisitions LLC	
Property Location: #5 Mill Creek Park, Frankfort, KY			
Check One: New Lease Ren	ewal	Modification	
Type Space: Office (33,847 SF)/Storage (9,960 Cost Per Square Foot: \$12.90 (office)/\$5.0 SF)			
Annual Rental Cost: \$486,426.32		Average Cost Per Square Foot of Leased-In Space in County: \$7.16 (office)	
Utilities Included: Yes No			
Cancellation Clause:    Yes   If yes, explain terms: 30 December 2007		Days If no, explain why not:	
Effective Date: July 1, 2021		Expiration Date: June 30, 2026	
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet If no, explain:	compl	lied with statutory requirements: X Yes No	
Explain why the Finance & Administration	n Cabin	net chose this lessor: Lease renewal	

of the parties (or their representatives), the following described RAINIER FRANKFORT ACQUISITIONS LLC 13760 NOEL RO	Lease Agreement, and as designated below by signature Lease Agreement by and between Department For Public Advocacy and DAD, SUITE 800, FRANKFORT, TX 75240-1307 by mutual agreement, is eriods of twelve (12) months not to extend beyond June 30 (please check
2022 2023	20242025
The annual base rental rate shall remain \$ 12.90 for 33,847 squ	2028 2029
LEASE NUMBER: PR05250	LOCATION:
COUNTY: FRANKLIN	#5 MILL CREEK PARK FRANKFORT, KY 40601
ADDENDUM ATTACHED: NO (Lessor mus	st sign Addendum if attached)
<ol> <li>The Lessor agrees to notify the Commonwealth of all persons owni in stock, in partnership, in business trust, or in corporation, includir Agreement.</li> </ol>	ing, or upon any change or transfer of ownership involving five percent (5%) or more ng silent or limited partners. Non-compliance may result in termination of the Lease
<ol> <li>The Lessor acknowledges that his property may be inspected by the comply with all applicable standards (life safety and ADA accessibilities).</li> </ol>	he Division of Building Codes Enforcement and/or the State Fire Marshal and must lity).
Accounts, and the Legislative Research Commission, or their duly records, or other evidence, which are directly pertinent to this c prequalification information confidentially disclosed as part of the exempt from disclosure as provided in KRS 61.878(1)(c). The contra	contracting agency, the Finance and Administration Cabinet, the Auditor of Public y authorized representatives, shall have access to any books, documents, papers, contract for the purpose of financial audit or program review. Records and other bid process shall not be deemed as directly pertinent to the contract and shall be actor also recognizes that any books, documents, papers, records, or other evidence,
between the contractor and the contracting agency, Attorney Gener	to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute ral, or the Auditor of Public Accounts over documents that are eligible for production a dispute and issue a determination, in accordance with Secretary's Order 11-004.
partnership, corporation, business trust or other organization is invo- entitled to enter into contracts with the Commonwealth of Kentucl conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of statute or principle by the performance of this Lease, or will be realize	ne" is construed to mean "they" if more than one person in involved, and, if a firm, olved, then "he" is construed to mean any person with an interest therein) is legally ky and that by holding and performing this contract will not be violating either any if the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable e any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies in ance law of the Commonwealth, and that by entering into this Lease Modification of the Commonwealth.
Annual Amount \$486,426.32	LESSOR LESSOR
Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE	214-234-8233 LESSOR'S CURRENT PHONE NUMBER
ATTORNEY, FINANCE & ADMINISTRATION CABINET	NEW ADDRESS Only if the above address is incorrect  DALWAS TO 75240



ANDY BESHEAR

Governor

SAM RUTH

Commissioner

Division of Real Properties Bush Building, 3<sup>rd</sup> Floor 403 Wapping Street, Suite 300 Frankfort, Kentucky 40601

> (502) 564-2205 Fax: (502) 564-8108

HOLLY M. JOHNSON

Secretary

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 15, 2020

SUBJECT:

PR-5342, Knox 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-5342 File



Lease No.: PR-5342		County: <b>F</b>	Knox	
Using Agency: Cabinet for Health & F	amily S	Services		
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Cum	berland Ri	ver Land Company LLC	
Property Location: 710 Pitzer Street, Barbourville, KY				
Check One: New Lease Re	enewal	☐ Modi	fication	
Type Space: Office		+	Square Foot: \$10.95	
Annual Rental Cost: \$172,199.72		_	Cost Per Square Foot of Leased-In County: \$9.84	
Utilities Included: Yes No				
Cancellation Clause:    Yes   If yes, explain tenders   If yes   I	ms: 30 Γ	Days	No If no, explain why not:	
Effective Date: July 1, 2021 Expi		Expiration	expiration Date: June 30, 2029	
Justification for Lease: Lease renewal		1		
Has the Finance & Administration Cabin If no, explain:	et comp	olied with st	atutory requirements: X Yes No	
Explain why the Finance & Administrati	on Cabi	net chose th	nis lessor: Lease renewal	

enewed at tl	ND RIVER LAND CO, Lone same terms and cond on the appropriate line):	LC 965 SOUTH WHY 25 titions for further periods o	-W, SUITE 26, , BARBO of twelve (12) months not	URVILLE, KY 40769 by mutual agreement, is hereby to extend beyond June 30 (please <u>check</u> and <u>initial</u>	
93	2022	2023	2024 _	2025	
	2026	2027	2028 _	V 2029 <u>MM</u>	
he annual b	ase rental rate shall rem	ain \$ 10.95 for 15,726 s	quare feet of space for o	office space.	
LEASE NUMBER: PR05342 COUNTY: KNOX		LOCATION:  710 PITZTER STREET BARBOURVILLE, KY 40906			
in stock, Agreeme  The Less comply w  The control Accounts records, prequalification between the and review.  The Less partnersh	in partnership, in business int.  or acknowledges that his p ith all applicable standards ractor, as defined in KRS, and the Legislative Reservo ther evidence, which a cation information confidenom disclosure as provided iduring a financial audit or problem or the contractor and the contractor and Administor certifies by his signature ip, corporation, business to	trust, or in corporation, inclustrust, or in corporation, inclustroperty may be inspected by (life safety and ADA accession 45A.030 (9) agrees that the arch Commission, or their dare directly pertinent to this tially disclosed as part of the KRS 61.878(1)(c). The corpogram review shall be subjected that the action Cabinet shall review the terminafter affixed that he sust or other organization is in	y the Division of Building C billity).  e contracting agency, the Fuly authorized representation contract for the purpose bid process shall not be stractor also recognizes that ct to the Kentucky Open Reteral, or the Auditor of Publithe dispute and issue a determined of the second to mean profess.	or transfer of ownership involving five percent (5%) or more res. Non-compliance may result in termination of the Lease codes Enforcement and/or the State Fire Marshal and must finance and Administration Cabinet, the Auditor of Public rose, shall have access to any books, documents, papers, of financial audit or program review. Records and other deemed as directly pertinent to the contract and shall be any books, documents, papers, records, or other evidence, acords Act, KRS 61.870 to 61.884. In the event of a dispute itc Accounts over documents that are eligible for production emination, in accordance with Secretary's Order 11-004.	
entitled to conflict of statute or that he ha	enter into contracts with interest statute (KRS 45A principle by the performanc as not knowingly violated as	the Commonwealth of Kent .330 - 45A.340 or 45A.990) e of this Lease, or will he rea	ucky and that by holding a of the Executive Branch C lize any unlawful benefit or on Infinance law of the Commi	and performing this contract will not be violating either any code of Ethics, KRS Chapter 11A, or any other applicable gain directly or indirectly from it. The Lessor further certifies onwealth, and that by entering into this Lease Modification	
	mount \$172,199.		LESSOR H	Cumberlund River Lund Co. LLC	
	of Kentucky - LEASING AC	GENCY REPRESENTATIVE		Only if the above address is incorrect	



ANDY BESHEAR
Governor

Division of Real Properties Bush Building, 3<sup>rd</sup> Floor 403 Wapping Street, Suite 300 Frankfort, Kentucky 40601 (502) 564-2205 Fax: (502) 564-8108

HOLLY M. JOHNSON Secretary

SCOTT AUBREY
Director

SAM RUTH
Commissioner
M E M O R A N D U M

Scott Aubrey, Director

Division of Real Properties

FROM:

TO:

Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE:

October 6, 2020

SUBJECT:

PR-5537, Franklin County Mayo-Underwood Building

Tenant Improvement Fund Request

Tenants of the subject facility have submitted a tenant improvement request to add memory to the Hirsch system at the Mayo-Underwood Building located at 500 Mero Street, Frankfort, Kentucky. This building was originally proposed to replace the Capital Plaza Tower and allow agencies to consolidate staff into one location. After moving staff into the facility and providing credentials to allow staff access as needed to the different door groups we realized that we needed to add memory. Therefore, we now have a request from the tenant agencies for this improvement.

We have received one quote from the building management company. We have inquired about obtaining an additional quote for this work, and have been advised that BlueSky Electric has to be the contractor so the warranty will not be voided. The quote received for the additional memory is \$6,569.93.

Additional improvements will be requested by the agencies in the future. In addressing these needs we are unable to modify the lease due to the bonds that were issued by the developer to fund the project. That is the reason a tenant improvement fund was included in the executed lease document to address these issues. The agencies are responsible for any funding for the improvements they require in order to meet their programmatic needs.

Agency requested improvements will not exceed \$600,000 in total. Your approval of this action is recommended to accomplish the improvements to this facility as requested by the agencies.

Should you require additional information, please advise.

JSA/BSH/bh Attachment

APPROVED

Scott Aubrey, Director



ANDY BESHEAR

Governor

SAM RUTH
Commissioner

Division of Real Properties Bush Building, 3<sup>rd</sup> Floor 403 Wapping Street, Suite 300 Frankfort, Kentucky 40601 (502) 564-2205

Fax: (502) 564-8108

HOLLY M. JOHNSON Secretary

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:

October 6, 2020

SUBJECT:

PR-5537, Franklin County Mayo-Underwood Building Leasehold Improvement Report

Attached please find notification of a leasehold improvement requested by the tenant agencies occupying space in the Mayo-Underwood Building located at 500 Mero Street, Frankfort, Kentucky. The improvements will be paid for through the tenant improvement fund as provided in the amended and restated lease agreement.

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

#### BSH/bh

Cc:

Capital Construction Log

Office of the State Budget Director

PR-5537 File

**BSH** 

Attachment



### LEASEHOLD IMPROVEMENTS

Date Posted in 30-Day Register: October	6, 2020		
Lease No.: PR-5537	County: Franklin		
	abinet, th	or Cabinet, Education and Workforce Development ne Commonwealth Office of Technology, Finance and munications Network Authority	
	CRM/D	. W. WILBURN #2, LLC	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary			
Property Location: 500 Mero Street, Fra	nkfort, K	Y	
Existing Rental Terms			
Type Space: Office		Square Feet: 385,022	
Annual Payment: \$7,594,492.00		Contract Expiration: June 30, 2050	
Modified Rental Terms			
Type Space: Office		Square Feet: 385,022	
Annual Payment: \$7,594,492.00		New Contract Expiration: June 30, 2050	
Cost for Leasehold improvements: \$6,569	.93		
Total Cost for Leasehold Improvements to	date: \$6	569 93	
Reason for Modification (see attached app			
Estimate Details (see attached copies): 1. CRM/D. W. WILBURN #2, LLC: \$6,5	569.93		

### D. W. Wilburn, Inc

153 Blue Sky Parkway Lexington, KY, 40509 Telephone : (859) 263-2720 Facsimile: (859) 263-5692

9-9-2020

Megan Walsen

CRM Companies 145 Rose Street Lexington, KY 40507

Capital Plaza

Per your request to provide a pricing to add memory to Hirsch system in order to process more credentials

Blue Sky Electric Mark Up Total Add for this Request

per attached

\$ 5,972.66 + \$ 597.27

\$ 6,569.93

Respectfully Submitted,

Jeff Edwards Project Manager



1750 Alexandria Drive, Suite 4 Lexington, KY 40504 [Phone] 859.469.8439 corr@blueskyelec.com

> Jeff Edwards mudi 7/7/CI

Mayo-Underwood Hirsch Memory Expansion

DATE August 20, 2020 EXPIRATION DATE: September 19, 2020

MAN.	ITEM#	QTY	DESCRIPTION	Alexander (Max.	
***************************************					
Hirsch	EBICS IN	13	Expansion Buard Cable		
Hirsch MEB/CB64		13	Memory Expansion Board - Code 64K		
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Description	0.010		EQUIPMENT TOTAL	\$5,053.10	
Install all equipment in	the provided quote		INSTALLATION PACKAGE	\$577.50	
gramming will be provided by others.		6.00% SALES TAX	\$303.19		
			FREIGHT	\$38.87	