



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

ANDY BESHEAR
Governor

SAM RUTH
Commissioner

Division of Real Properties
Bush Building, 3rd 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 *BSH*
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
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00**

Lease No.: PR-3282		County: Franklin	
Using Agency: Cabinet for Health & Family Services			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Frankfort Leasing And Rental LLC	
Property Location: 677 Comanche Trail, Frankfort, KY			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office		Cost Per Square Foot: \$7.55	
Annual Rental Cost: \$116,760.76		Average Cost Per Square Foot of Leased-In Space in County: \$7.16	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
Effective Date: July 1, 2021		Expiration Date: June 30, 2023	
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal			

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between CHFS - Office Of The Secretary and, FRANKFORT LEASING AND RENTAL LLC PO BOX 1616, , FRANKFORT, KY 40602 by mutual agreement, is hereby renewed at the same terms and conditions for further periods of twelve (12) months not to extend beyond June 30 (please check and initial your choice on the appropriate line):

<input type="checkbox"/> 2022	<input checked="" type="checkbox"/> 2023	<input type="checkbox"/> 2024	<input type="checkbox"/> 2025
<input type="checkbox"/> 2026	<input type="checkbox"/> 2027	<input type="checkbox"/> 2028	<input type="checkbox"/> 2029

The annual base rental rate shall remain \$ 7.55 for 15,465 square feet of space for office space.

LEASE NUMBER: PR03282	LOCATION: 677 COMANCHE TRAIL FRANKFORT, KY 40601
COUNTY: FRANKLIN	
ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)	

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

Annual Amount \$116,760.76

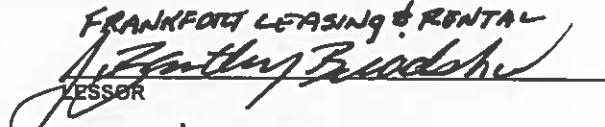
Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

ATTORNEY, FINANCE & ADMINISTRATION CABINET

SECRETARY, FINANCE & ADMINISTRATION CABINET

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

BSH/jb

FRANKFORT LEASING & RENTAL

 LESSOR
 (502) 803-1980
 LESSOR'S CURRENT PHONE NUMBER

NEW ADDRESS Only if the above address is incorrect



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

ANDY BESHEAR
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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-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

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00**

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: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> 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: <input checked="" type="checkbox"/> Yes (partial) <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
Effective Date: July 1, 2021		Expiration Date: June 30, 2023	
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal			

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between Unified Prosecutorial System and, **BERKLEY-GUTHRIE & WATSON LLC 1795 Alysheba 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)

<input type="checkbox"/>	2022	<input checked="" type="checkbox"/>	2023 <i>CMS</i>	<input type="checkbox"/>	2024	<input type="checkbox"/>	2025
<input type="checkbox"/>	2026	<input type="checkbox"/>	2027	<input type="checkbox"/>	2028	<input type="checkbox"/>	2029

The annual base rental rate shall remain \$ 9.24 for 12,072 square feet of space for office space.

LEASE NUMBER: PR03374	LOCATION: 116 N UPPER ST LEXINGTON, KY 40507
COUNTY: FAYETTE	
ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)	

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

Annual Amount \$113,045.28

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

LESSOR

LESSOR'S CURRENT PHONE NUMBER

ATTORNEY, FINANCE & ADMINISTRATION CABINET

NEW ADDRESS Only if the above address is incorrect

SECRETARY, FINANCE & ADMINISTRATION CABINET

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



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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 *BSH*
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
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00**

Lease No.: PR-3799		County: Franklin	
Using Agency: Office of the Attorney General			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Rainier Capital Complex Acquisitions LLC	
Property Location: 1024 Capital Center Drive, Frankfort, KY			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office		Cost Per Square Foot: \$9.60	
Annual Rental Cost: \$447,552.00		Average Cost Per Square Foot of Leased-In Space in County: \$7.16	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
Effective Date: July 1, 2021		Expiration Date: June 30, 2026	
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal			

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between Attorney General and, RAINIER CAPITAL COMPLEX ACQUISITIONS LLC 13760 NOEL ROAD, SUITE 800, , FRANKFORT, 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):

<input type="checkbox"/>	2022	<input type="checkbox"/>	2023	<input type="checkbox"/>	2024	<input type="checkbox"/>	2025
<input checked="" type="checkbox"/>	2026	<input type="checkbox"/>	2027	<input type="checkbox"/>	2028	<input type="checkbox"/>	2029

The annual base rental rate shall remain \$ 9.60 for 46,620 square feet of space for office space.

LEASE NUMBER: PR03799	LOCATION: 1024 CAPITOL CENTER DR FRANKFORT, KY 40601
COUNTY: FRANKLIN	
ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)	

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

Annual Amount \$447,552.00

LESSOR

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

LESSOR'S CURRENT PHONE NUMBER

ATTORNEY, FINANCE & ADMINISTRATION CABINET

NEW ADDRESS Only if the above address is incorrect

SECRETARY, FINANCE & ADMINISTRATION CABINET

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

BSH/jlb



**FINANCE AND ADMINISTRATION CABINET
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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
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00**

Lease No.: PR-4232		County: Franklin	
Using Agency: Department of Juvenile Justice			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Rainier Capital Complex Acquisitions LLC	
Property Location: 1025 Capital Center Drive, Frankfort, KY			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office		Cost Per Square Foot: \$9.41	
Annual Rental Cost: \$167,328.64		Average Cost Per Square Foot of Leased-In Space in County: \$7.16 (office)	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
Effective Date: July 1, 2021		Expiration Date: June 30, 2026	
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal			

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between Department Of Juvenile Justice and, RAINIER CAPITAL COMPLEX ACQUISITIONS LLC 13760 NOEL ROAD, SUITE 800, , FRANKFORT, 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):

<input type="checkbox"/>	2022	<input type="checkbox"/>	2023	<input type="checkbox"/>	2024	<input type="checkbox"/>	2025
<input checked="" type="checkbox"/>	2026	<input type="checkbox"/>	2027	<input type="checkbox"/>	2028	<input type="checkbox"/>	2029

The annual base rental rate shall remain \$ 9.41 for 17,782 square feet of space for office space.

LEASE NUMBER: PR04232	LOCATION: 1025 CAPITOL CENTER DR FRANKFORT, KY 40601
COUNTY: FRANKLIN	
ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)	

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

Annual Amount \$167,328.64

LESSOR

214-234-8233

LESSOR'S CURRENT PHONE NUMBER

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

ATTORNEY, FINANCE & ADMINISTRATION CABINET

13760 Noel Rd Suite 1020
NEW ADDRESS Only if the above address is incorrect

Dallas Tx 75240

SECRETARY, FINANCE & ADMINISTRATION CABINET

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



**FINANCE AND ADMINISTRATION CABINET
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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 *BSH*
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
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-4487		County: Letcher	
Using Agency: Cabinet for Health & Family Services			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Childers Oil Company Incorporated	
Property Location: 415 Highway 2034, Whitesburg, KY			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office		Cost Per Square Foot: \$9.26	
Annual Rental Cost: \$178,579.12		Average Cost Per Square Foot of Leased-In Space in County: \$11.81	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
	Effective Date: July 1, 2021		Expiration Date: June 30, 2022
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal			

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between CHFS - Office Of The Secretary 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).

<input checked="checked" type="checkbox"/> 2022	<input type="checkbox"/> 2023	<input type="checkbox"/> 2024	<input type="checkbox"/> 2025
<input type="checkbox"/> 2026	<input type="checkbox"/> 2027	<input type="checkbox"/> 2028	<input type="checkbox"/> 2029

The annual base rental rate shall remain \$ 9.26 for 19,285 square feet of space for office space.

LEASE NUMBER: PR04487	LOCATION: 415 HWY 2034 WHITESBURG, KY 41858
COUNTY: LETCHER	
ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)	

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

Annual Amount \$178,579.12

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

LESSOR

LESSOR'S CURRENT PHONE NUMBER

ATTORNEY, FINANCE & ADMINISTRATION CABINET

NEW ADDRESS Only if the above address is incorrect

SECRETARY, FINANCE & ADMINISTRATION CABINET

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



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

ANDY BESHEAR
Governor

SAM RUTH
Commissioner

Division of Real Properties
Bush Building, 3rd 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 *BSH*
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
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-5250		County: Franklin	
Using Agency: Department of Public Advocacy			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Rainier Frankfort Acquisitions LLC	
Property Location: #5 Mill Creek Park, Frankfort, KY			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office (33,847 SF)/Storage (9,960 SF)		Cost Per Square Foot: \$12.90 (office)/\$5.00 (storage)	
Annual Rental Cost: \$486,426.32		Average Cost Per Square Foot of Leased-In Space in County: \$7.16 (office)	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
	Effective Date: July 1, 2021		Expiration Date: June 30, 2026
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal			

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between Department For Public Advocacy and, **RAINIER FRANKFORT ACQUISITIONS LLC 13760 NOEL ROAD, SUITE 800, , FRANKFORT, 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):

<input type="checkbox"/>	2022	<input type="checkbox"/>	2023	<input type="checkbox"/>	2024	<input type="checkbox"/>	2025
<input checked="" type="checkbox"/>	2026	<input type="checkbox"/>	2027	<input type="checkbox"/>	2028	<input type="checkbox"/>	2029

The annual base rental rate shall remain \$ 12.90 for 33,847 square feet of space for office space.

LEASE NUMBER: PR05250	LOCATION: #5 MILL CREEK PARK FRANKFORT, KY 40601
COUNTY: FRANKLIN	
ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)	

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

Annual Amount \$486,426.32

LESSOR

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

LESSOR'S CURRENT PHONE NUMBER

ATTORNEY, FINANCE & ADMINISTRATION CABINET

NEW ADDRESS Only if the above address is incorrect

SECRETARY, FINANCE & ADMINISTRATION CABINET

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

BSH/jlb



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

ANDY BESHEAR
Governor

SAM RUTH
Commissioner


Division of Real Properties
Bush Building, 3rd 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
BSH



REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-5342		County: Knox	
Using Agency: Cabinet for Health & Family Services			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Cumberland River Land Company LLC	
Property Location: 710 Pitzer Street, Barbourville, KY			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office		Cost Per Square Foot: \$10.95	
Annual Rental Cost: \$172,199.72		Average Cost Per Square Foot of Leased-In Space in County: \$9.84	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
	Effective Date: July 1, 2021		Expiration Date: June 30, 2029
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal			

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following designated Lease Agreement by and between CHFS - Office Of The Secretary and CUMBERLAND RIVER LAND CO, LLC 965 SOUTH WHY 25-W, SUITE 26, , BARBOURVILLE, KY 40769 by mutual agreement, is hereby renewed at the same terms and conditions for further periods of twelve (12) months not to extend beyond June 30 (please check and initial your choice on the appropriate line):

<input type="checkbox"/> 2022	<input type="checkbox"/> 2023	<input type="checkbox"/> 2024	<input type="checkbox"/> 2025
<input type="checkbox"/> 2026	<input type="checkbox"/> 2027	<input type="checkbox"/> 2028	<input checked="" type="checkbox"/> 2029 <i>MM</i>

The annual base rental rate shall remain \$ 10.95 for 15,726 square feet of space for office space.

LEASE NUMBER: PR05342	LOCATION: 710 PITZTER STREET BARBOURVILLE, KY 40906
COUNTY: KNOX	
ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)	

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

Annual Amount \$172,199.72

LESSOR

MMH MMH (Cumberland River
Land Co. LLC.)

606-545-2236

LESSOR'S CURRENT PHONE NUMBER

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

NEW ADDRESS Only if the above address is incorrect

ATTORNEY, FINANCE & ADMINISTRATION CABINET

SECRETARY, FINANCE & ADMINISTRATION CABINET

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



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

ANDY BESHEAR
Governor

Division of Real Properties
Bush Building, 3rd Floor
403 Wapping Street, Suite 300
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(502) 564-2205
Fax: (502) 564-8108


HOLLY M. JOHNSON
Secretary

SCOTT AUBREY
Director

SAM RUTH
Commissioner

MEMORANDUM

TO: Scott Aubrey, Director
Division of Real Properties

FROM: 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





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

ANDY BESHEAR
Governor

SAM RUTH
Commissioner


**Division of Real Properties
Bush Building, 3rd 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

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE
LEASEHOLD IMPROVEMENTS

Date Posted in 30-Day Register: October 6, 2020	
Lease No.: PR-5537	County: Franklin
Using Agencies: Public Protection Cabinet, Labor Cabinet, Education and Workforce Development Cabinet, Tourism, Arts and Heritage Cabinet, the Commonwealth Office of Technology, Finance and Administration Cabinet and the Kentucky Communications Network Authority	
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary	CRM/D. W. WILBURN #2, LLC
Property Location: 500 Mero Street, Frankfort, KY	
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 approval memo): Please see attached	
Estimate Details (see attached copies): 1. CRM/D. W. WILBURN #2, LLC: \$6,569.93	

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	per attached	\$ 5,972.66
Mark Up		+ \$ 597.27
Total Add for this Request		<u>\$ 6,569.93</u>

Respectfully Submitted,

Jeff Edwards
Project Manager



Mayo-Underwood Hirsch Memory Expansion

DATE August 20, 2020
EXPIRATION DATE September 19, 2020

[illegible]