



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

**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 19, 2020

**SUBJECT:** PR-2591, Jefferson 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-2591 File  
BSH




REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: <b>PR-2591</b>		County: <b>Jefferson</b>	
Using Agency: <b>Unified Prosecutorial System</b>			
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary		<b>Louisville Jefferson County Metro Government</b>	
Property Location: <b>514 West Liberty, Louisville, KY</b>			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: <b>Office</b>		Cost Per Square Foot: <b>\$16.55</b>	
Annual Rental Cost: <b>\$401,056.16</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$10.37</b>	
Utilities Included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: <b>30 Days</b>		<input type="checkbox"/> No If no, explain why not:
Effective Date: <b>July 1, 2021</b>		Expiration Date: <b>June 30, 2022</b>	
Justification for Lease: <b>Lease renewal</b>			
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: <b>Lease renewal</b>			

# 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, LOUISVILLE/JEFFERSON CO METRO GOVERNMENT 611 WEST JEFFERSON STREET, , LOUISVILLE, KY 40202 by mutual agreement, is hereby renewed at the same terms and conditions for further periods of twelve (12) months not to extend beyond June 30 (please check and initial your choice on the appropriate line):

<input checked="" type="checkbox"/>	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 \$ 16.55 for 24,233 square feet of space for office space.

LEASE NUMBER: PR02591	LOCATION: 514 W LIBERTY LOUISVILLE, KY 40202
COUNTY: JEFFERSON	
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 \$401,056.16

LESSOR

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/jb



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

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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:** October 19, 2020

**SUBJECT:** PR-3791, Jefferson County  
Board of Nursing  
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-3791 File  
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: <b>PR-3791</b>		County: <b>Jefferson</b>	
Using Agency: <b>Board of Nursing</b>			
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary		<b>Hurstbourne Office Park LLC</b>	
Property Location: <b>312 Whittington Parkway, Suite 300, Louisville, KY</b>			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: <b>Office</b>		Cost Per Square Foot: <b>\$11.75</b>	
Annual Rental Cost: <b>\$258,617.52</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$10.37</b>	
Utilities Included: <input checked="" type="checkbox"/> Yes (partial) <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: <b>30 Days</b>		<input type="checkbox"/> No If no, explain why not:
Effective Date: <b>July 1, 2021</b>		Expiration Date: <b>June 30, 2029</b>	
Justification for Lease: <b>Lease renewal</b>			
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: <b>Lease renewal</b>			

# **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 Board Of Nursing and, **KEVIN D COGAN/DBA HURSTBOURNE OFFICE PARK LLC 2650 TECHNOLOGY DRIVE, , LOUISVILLE, KY 40299-6424** 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

The annual base rental rate shall remain \$ 11.75 for 22,010 square feet of space for office space.

<b>LEASE NUMBER:</b> PR03791	<b>LOCATION:</b>  312 WHITTINGTON PKWY, Suite 300 LOUISVILLE, KY 40222
<b>COUNTY:</b> JEFFERSON	
<b>ADDENDUM ATTACHED: NO</b> (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 \$258,617.52**

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/jb



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

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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:** October 21, 2020

**SUBJECT:** PR-5187, Carter 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-5187 File  
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: <b>PR-5187</b>		County: <b>Carter</b>	
Using Agency: <b>Cabinet for Health &amp; Family Services</b>			
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary		<b>William and Deborah Fowler</b>	
Property Location: <b>873 East Midland Trail, Grayson, KY</b>			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: <b>Office</b>		Cost Per Square Foot: <b>\$11.89</b>	
Annual Rental Cost: <b>\$173,926.92</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$11.89</b>	
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: <b>July 1, 2021</b>		Expiration Date: <b>June 30, 2029</b>
Justification for Lease: <b>Lease renewal</b>			
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: <b>Lease renewal</b>			



# **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 WILLIAM AND DEBORAH FOWLER PO BOX 2527, GRAYSON, KY 40423-2527 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>BT</i>

The annual base rental rate shall remain \$ 11.89 for 14,628 square feet of space for office space.

LEASE NUMBER: PR05187	LOCATION:  873 E. MIDLAND TRAIL GRAYSON, KY 41143
COUNTY: CARTER	
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 \$173,926.92

*William C Fowler*  
LESSOR

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

859-324-0007  
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



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

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Governor

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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:** October 21, 2020

**SUBJECT:** PR-5238, Rowan County  
Department of Workforce Investment  
Annual Rental Exceeding \$100,000.00

As outlined, attached please find notification of a lease agreement renewal being processed by our Division's Leasing Branch.

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

BSH/bh  
Attachment

**CC:** Capital Construction Log  
OSBD  
PR-5238 File  
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: <b>PR-5238</b>		County: <b>Rowan</b>	
Using Agency: <b>Department of Workforce Investment</b>			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		<b>William and Deborah Fowler</b>	
Property Location: <b>1225 US 60 West, Suite 106, Morehead, KY</b>			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: <b>Office</b>		Cost Per Square Foot: <b>\$14.89</b>	
Annual Rental Cost: <b>\$124,301.72</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$13.22</b>	
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: <b>July 1, 2021</b>		Expiration Date: <b>June 30, 2029</b>
Justification for Lease: <b>Lease renewal</b>			
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: <b>Lease renewal</b>			

# **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 Workforce Investment and, **WILLIAM AND DEBORAH FOWLER PO BOX 2527, , MOREHEAD, KY 40423-2527** 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>BF</i>

The annual base rental rate shall remain \$ 14.89 for 8,348 square feet of space for office space.

<b>LEASE NUMBER:</b> PR05238	<b>LOCATION:</b>  1225 US 60 W STE 106 MOREHEAD, KY 40351
<b>COUNTY:</b> ROWAN	
<b>ADDENDUM ATTACHED: NO</b> (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 \$124,301.72**

*William C Fowler*  
LESSOR

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

859 324 0007  
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**

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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:** October 19, 2020

**SUBJECT:** PR-5329, Hardin County  
Department of Workforce Investment  
Annual Rental Exceeding \$100,000.00

As outlined, attached please find notification of a lease agreement renewal being processed by our Division's Leasing Branch.

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

BSH/bh  
Attachment

**CC:** Capital Construction Log  
OSBD  
PR-5329 File  
BSH


REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: <b>PR-5329</b>		County: <b>Hardin</b>	
Using Agency: <b>Department of Workforce Investment</b>			
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary		<b>City of Elizabethtown</b>	
Property Location: <b>233 Ring Road, Elizabethtown, KY</b>			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: <b>Office</b>		Cost Per Square Foot: <b>\$15.00</b>	
Annual Rental Cost: <b>\$210,810.00</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$11.15</b>	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: <b>30 Days</b>		<input type="checkbox"/> No If no, explain why not:
Effective Date: <b>July 1, 2021</b>		Expiration Date: <b>June 30, 2029</b>	
Justification for Lease: <b>Lease renewal</b>			
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: <b>Lease renewal</b>			

**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 Workforce Investment and, CITY OF ELIZABETHTOWN 200 W DIXIE AVE, , ELIZABETHTOWN, KY 42701 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):

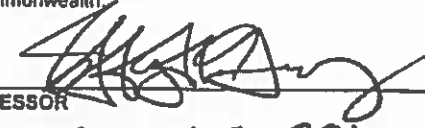
<input type="checkbox"/>	2022	<input type="checkbox"/>	2023	<input type="checkbox"/>	2024	<input type="checkbox"/>	2025
<input type="checkbox"/>	2026	<input type="checkbox"/>	2027	<input type="checkbox"/>	2028	<input checked="" type="checkbox"/>	2029 

The annual base rental rate shall remain \$ 15.00 for 14,054 square feet of space for office space.

LEASE NUMBER: PR05329	LOCATION: 233 RING ROAD ELIZABETHTOWN, KY 42701
COUNTY: HARDIN	
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 \$210,810.00

  
LESSOR  
JEFFREY H. GREGORY  
MAYOR  
CITY OF ELIZABETHTOWN  
270-765-2910  
LESSOR'S CURRENT PHONE NUMBER

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

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, 3<sup>rd</sup> Floor  
403 Wapping Street  
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:** November 5, 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-5411 File  
BSH

Attachment





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

**ANDY BESHEAR**  
Governor

**SAM RUTH**  
Commissioner

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

**HOLLY M. JOHNSON**  
Secretary

**SCOTT AUBREY**  
Director

**MEMORANDUM**

**TO:** Scott Aubrey, Director  
Division of Real Properties

**FROM:** Brien S. Hoover, Leasing Manager  
Division of Real Properties

**DATE:** November 5, 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 install power and a 4" core for coax gps antenna. AT&T is supplying all the hardware, antenna's, fiber circuit and install to provide better cellular coverage throughout the building given the number of users in one location.

We have received two quotes from the building management company. We have one quote from BlueSky Electric in the amount of \$2,521.38 and another quote from CRM Companies for \$1,260.00. As a result the tenant agencies have requested to proceed with the low bid from CRM Companies.

Additional improvements will be requested by the agencies in the future. In addressing their 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



## REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

### LEASEHOLD IMPROVEMENTS

Date Posted in 30-Day Register: <b>November 5, 2020</b>	
Lease No.: <b>PR-5537</b>	County: <b>Franklin</b>
Using Agencies: <b>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</b>	
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary	<b>CRM/D. W. WILBURN #2, LLC</b>
Property Location: <b>500 Mero Street, Frankfort, KY</b>	
<b>Existing Rental Terms</b>	
Type Space: <b>Office</b>	Square Feet: <b>385,022</b>
Annual Payment: <b>\$7,594,492.00</b>	Contract Expiration: <b>June 30, 2050</b>
<b>Modified Rental Terms</b>	
Type Space: <b>Office</b>	Square Feet: <b>385,022</b>
Annual Payment: <b>\$7,594,492.00</b>	New Contract Expiration: <b>June 30, 2050</b>
Cost for Leasehold improvements: \$1,260.00	
Total Cost for Leasehold Improvements to date: \$7,829.93	
Reason for Modification (see attached approval memo): <b>Please see attached</b>	
Estimate Details (see attached copies): 1. CRM Companies: \$1,260.00 2. Blue Sky Electric: \$2,521.38	



145 Rose Street  
Lexington, KY 40508  
859-225-3680 fax 502-414-1801

QUOTE CPT112020  
November 4, 2020

**Customer:** Commonwealth of Kentucky - Finance  
**Address:** 500 Mero Street  
Frankfort, KY 40601

<u>Description</u>	<u>Cost</u>
AE Electrical Solutions - Labor and Hardware	\$ 1,200 (per attached)
CRM Oversight (markup 5%)	\$ 60

<b>Total Quote</b>	<b>\$1,260</b>
--------------------	----------------



**Electrical  
Solutions**  
since 1971

**AE Electrical Solutions**  
**210 Commerce BLVD**  
**Frankfort KY 40601**

*Our Mission: To provide superior  
workmanship and service to our  
customers in a safe, cost  
effective manner.*

Tel: (502)223-5754 Ext 118  
Fax: (502)223-8066

# PROPOSAL

Quote ID#: 201029-0016

Proposal Submitted To:

**Justin Bruner**

Job Name

Job Location:

**500 Mero St**

**Frankfort, Ky 40601**

Date: **11/03/2020**

We hereby submit specifications and estimates for:

- Installing 2 30 Amp circuits with L6 receptacles

Material: \$400.00

Labor: \$800.00

We propose to furnish material and labor - complete in accordance with above specifications, for the sum of

Proposal Total: **\$1,200.00**



Authorized for AE Electrical Solutions by

**Jeremy Dennison**

Service Division Lead  
jdennison@aees.com

AE Electrical Solutions may withdraw this proposal if not accepted within thirty days. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. AE Electrical Solutions warrants and guarantees all labor, materials and equipment furnished and installed for a period of one year.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment Terms are 10% on acceptance of proposal, net on receipt of invoice with a 2% per month service charge added on all balances 30 days past due or agreed upon terms. Any payments made via credit card will incur a 3% surcharge.

Date Accepted: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

# Services Bid Form



Proposal Submitted to:

Subcontractor Information

Name	<u>CRM Companies</u>	Company	<u>Blue Sky Electric Company</u>
Address	<u>145 Rose Street</u>	Name	<u>Chuck Hellinger</u>
City, State ZIP	<u>Lexington, KY 40507</u>	Address	<u>1750 Alexandria Drive, Suite 4</u>
Phone	<u>859-225-3680</u>	City, State ZIP	<u>Lexington, KY 40544</u>
Email	<u>awalsen@crmco.com</u>	Phone	<u>859-469-8439</u>
Project name	<u>AT&amp;T Power 3rd Floor Mayo Underwood</u>	Email	<u>hubie@blueskyelec.com</u>
		Completion date	<u>11/2/2020</u>

## Scope of Work

Blue Sky Electric Co. proposes to furnish and install all materials and labor for the installation of 2 each 30 amp 208 volt single phase circuits on the 3rd floor of the Mayo Underwood Building. Provide new L6 30R receptacles in Communications closet as directed by owner. Provide 2 new 30 amp 2 Pole 208 volt Square D Bolt In Circuit Breakers into existing panel. Circuits are to be run from Electrical Room 316 to Communications Closet 321. Work to be performed during Normal Hours.

## Company Proposal

We, Blue Sky Electric Company, propose the above scope of work, to be completed by **Completion Date** for the amount of:

\$ 2,521.38 (Two Thousand Five Hundred Twenty-One Dollars and thirty-eight cents)

Chuck Hellinger

11/2/2020

**Submitted by (Company Representative)**

**Date**

## Owner Acceptance

The above pricing, specifications and conditions are satisfactory and are hereby accepted. You are hereby authorized to perform work as specified. Payment will be made as outlined above.

**Signature of Acceptance**

**Date of Acceptance**