



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

**ANDY BESHEAR**  
Governor


**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

**SAM RUTH**  
Commissioner  
**MEMORANDUM**

**SCOTT AUBREY**  
Director

**TO:** Katherine Halloran, Committee Staff Administrator  
Capital Projects and Bond Oversight Committee

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

**DATE:** April 21, 2021

**SUBJECT:** PR-5330, Kenton County  
Labor Cabinet  
Annual Rental Exceeding \$100,000.00

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

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

BSH/bh  
Attachment

**CC:** Capital Construction Log  
OSBD  
PR-5330 File  
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: <b>PR-5330</b>		County: <b>Kenton</b>	
Using Agency: <b>Labor Cabinet</b>			
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary		<b>City of Covington</b>	
Property Location: <b>1324 Madison Avenue, Covington, 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>\$33.19</b>	
Annual Rental Cost: <b>\$277,335.64</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$15.77</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, 2026</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 COVINGTON 20 WEST PIKE STREET, , COVINGTON, KY 41011 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	J.U.M.	<input type="checkbox"/>	2027	<input type="checkbox"/>	2028	<input type="checkbox"/>	2029

The annual base rental rate shall remain \$ 33.19 for 8,356 square feet of space for office space.

<b>LEASE NUMBER:</b> PR05330	<b>LOCATION:</b>  1324 MADISON AVE COVINGTON, KY 41011
<b>COUNTY:</b> KENTON	
<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 \$277,335.64

  
LESSOR Joseph U. Meyer, Mayor - City of Covington KY

859.292.2160

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 40601-2807, phone 502/564-2319. BSH/jb



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

**Division of Real Properties  
Bush Building, 3<sup>rd</sup> Floor  
403 Wapping Street  
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**ANDY BESHEAR**  
Governor


**SAM RUTH**  
Commissioner

**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:** May 4, 2021

**SUBJECT:** PR-5663, Boyd County  
Transportation Cabinet  
Emergency Lease

As outlined, attached please find notification of a lease agreement being processed by the Division's Leased Properties Branch.

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

BSH/bh  
Attachment

Cc: Capital Construction Log  
OSBD  
PR-5663 File  
BSH

**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**

EMERGENCY LEASE AGREEMENT  
KRS 56.823(5)/KRS 56.823(11)(b)

Lease No.: <b>PR-5663</b>		County: <b>Boyd</b>	
Using Agency: <b>Transportation Cabinet</b>			
LESSOR (identify all parties having 5% or more ownership): Attach extra sheet if necessary		<b>George Brown</b>	
Property Location: <b>Addington Road, Boyd County, KY</b>			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: <b>Ice Storm Debris Storage</b>		Cost Per Square Foot: <b>\$500.00 per acre per month</b>	
Annual Rental Cost: <b>\$13,200.00</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$N/A No Comparable Lease Agreements</b>	
Utilities Included: <input type="checkbox"/> Yes <input type="checkbox"/> No (N/A)			
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>April 23, 2021</b>		Expiration Date: <b>To be determined</b>	
Justification for Lease: <b>Please see attached</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 (see attached approval memo and modification): <b>Please see attached</b>			

## 2021 ICE STORM DEBRIS STORAGE LEASE AGREEMENT

WHEREAS, the COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, pursuant to KRS 177.020(7), by and through its Commissioner of Highways, hereinafter DEPARTMENT, is required to maintain and repair state maintained highways within the Commonwealth, and GEORGE BROWN, hereinafter OWNER, is the owner of approximately 2.2 acres of vacant land located at XXX Addington Road, Boyd County, Kentucky 41102; and

WHEREAS, the 2021 Ice Storm has created the need for extensive cleanup of ice storm related vegetative debris from state and county maintained right-of-way within Boyd County;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

This Lease Agreement is made this 23 day of April, 2021, by and between George Brown, 3330 Buena Vista Drive, Ashland, Boyd County, Kentucky 41102 as Lessor, and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, 200 Mero Street, Frankfort, Kentucky as Lessee.

1. The DEPARTMENT does hereby lease approximately 2.2 acres of land from the OWNER at the OWNER'S address of 3330 Buena Vista Drive, Ashland, Boyd County, Kentucky 41102, and as depicted on the drawing attached hereto as Exhibit A, for the purpose of storing 2021 Ice Storm tree and brush debris until such time as removal of such materials by the DEPARTMENT is effectuated. The DEPARTMENT shall have full control of said leased space and, to any extent required under the aforesaid Contract, is hereby granted a temporary easement in and to said leased space.
2. The term of this lease shall be month to month commencing on the 23 day of April, 2021, but shall run from this date until such time as said materials are removed by the DEPARTMENT. The DEPARTMENT shall give thirty (30) days written notice of termination of the lease to OWNER.
3. The only debris to be received at this location will be tree and brush debris collected as a result of ice storm damage from highway right-of-way through the county wide storm debris removal contract.
4. The OWNER agrees to indemnify and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any and all damages, suits, actions and/or claims of any nature made by any person, entity, agency or party specifically including but not limited to those claims resulting from actions of the OWNER or any of its agents, guests, or invitees of whatsoever nature.
5. The DEPARTMENT agrees to remove all debris and return said land to its original condition including any necessary grading and vegetative cover/damage repair.
6. The sole consideration for this Lease Agreement is the payment of \$500 per month per acre by the DEPARTMENT to the OWNER and no cash or other payment shall be required of or made by the DEPARTMENT to the OWNER.

7. The undersigned, authorized representatives of both the OWNER and DEPARTMENT, certify that he/she accepts and acknowledges the aforementioned terms and conditions of this Lease Agreement.

George J. Brown 4-23-21  
Vendor/Lessor Date

DocuSigned by:  
Todd Skipp 4/28/2021  
88A9A3E2A82646E

Approved as to form & legality:  
Attorney, Transportation Cabinet Date

[Signature] 4/29/2021  
Secretary, Transportation Cabinet Date

Approved as to form & legality:  
Attorney, Finance & Administration Cabinet Date

Secretary, Finance & Administration Cabinet Date

Approved as to site and use (See Attached)  
Energy & Environment Cabinet  
Department of Environmental Protection  
Division of Waste Management

License ID: SR# \_\_\_\_\_ PR# \_\_\_\_\_

# Emergency Approval for Storm Debris Stockpile Staging and Management Area

**Site Name: Addington Road Storm Debris Site**

**Address: Addington Road**

**County: Boyd**

**Site Location (Lat/Long): 38.39 , -82.79167**

**Responsible Party Name: Terry Ishmael**

**Contact Name and Phone Number: Terry Ishmael 606-845-2551**

Representatives from Division of Waste Management have visited the above named site and approved the site for the purposes of stockpiling and/or burning of natural wood and vegetative debris generated from the severe storms of February 2021.

Any approval is valid for a period of six months from the dated signature below. Any requests for time extensions will be managed on a case-by-case basis.

Attached to this approval is a list of storage and disposal recommendations.

DWM Representative: Ben Walter

Date: April 21, 2021





**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:** Holly M. Johnson, Secretary  
Finance and Administration Cabinet

**FROM:** Scott Aubrey, Director SA  
Division of Real Properties

**DATE:** May 3, 2021

**SUBJECT:** PR-5663, Boyd County  
Transportation Cabinet

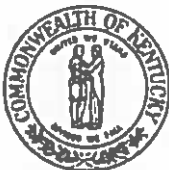
The Kentucky Transportation Cabinet has submitted the attached lease agreement for execution pursuant to KRS 56.805 (3)(e) and the limited authority delegated to the Transportation Cabinet pursuant to KRS 56.814(1) to identify and promptly secure temporary storm debris storage sites. The sites are used for temporary storage of debris resulting from the February 2021 ice storm pending reduction or destruction of the collected material. Capital Projects & Bond Oversight Committee reporting is required within thirty days of execution pursuant to KRS 56.823(5). The subject lease agreement provides for the use of 2.2 acres of land at a cost of \$500.00 per acre per month (\$13,200.00 annually) effective April 23, 2021 and your approval is recommended to facilitate ice storm recovery activities.

Should you require additional information, please advise.

JSA/BSH/bh  
Attachment

**RECOMMENDED:** \_\_\_\_\_

Sam Ruth, Commissioner  
Dept. for Facilities & Support Services



COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
transportation.ky.gov

Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

March 4, 2021

Holly M. Johnson, Secretary  
Finance and Administration Cabinet  
Room 383, Capitol Annex  
Frankfort, KY 40601

Dear Secretary Johnson:

The Transportation Cabinet is requesting that an emergency declaration, under the provision of KRS 56.805, Section 3(e), be issued for the Commonwealth of Kentucky pursuant to the Governor's State of Emergency Declaration (attached).

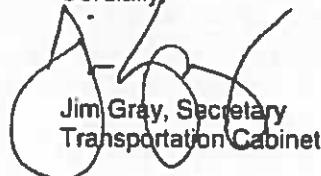
Beginning February 8, 2021 several counties in Kentucky, along with several other states, were hit with a punishing ice storm. In addition to the power outages and other damage created by this storm, the storm left most public streets and roads in these counties littered and/or blocked by trees and limbs. Transportation Cabinet crews and contractors worked continuously for several days to reopen the roads. However, much of the debris still exists and in several places it is still blocking parts of roads or is immediately adjacent to the roadway.

The staff of both of our Cabinets has been working with local governments to establish contracts for the removal of this debris. However, several of the counties do not have approved areas to collect the debris and stage the destruction/reduction of the material. Leases with private land owners are reimbursable expenses through FEMA for this disaster as long as reasonable rates are arranged.

The Transportation Cabinet is using established and approved waste areas wherever possible. However, we need to make other arrangements in the counties that do not have in-place arrangements. Time is of the essence to restore public safety on our roadways and the lack of appropriate sites is preventing our contractors and our state forces from completing this mission.

Please contact Tracy Nowaczyk, Director of Maintenance, for any questions or additional information at [tracy.nowaczyk@ky.gov](mailto:tracy.nowaczyk@ky.gov).

Cordially,



Jim Gray, Secretary  
Transportation Cabinet



**ANDY BESHEAR**  
GOVERNOR

**EXECUTIVE ORDER**

**Secretary of State**  
Frankfort  
Kentucky

**2021-093**  
**February 11, 2021**

**STATE OF EMERGENCY**

**WHEREAS**, beginning on February 8, 2021, and continuing, a severe weather system generating damaging ice, snow, and arctic temperatures tracked across the entire Commonwealth, causing dangerous road conditions, significant amounts of vegetative debris, disruption of electrical distribution, and interruption of water systems resulting in severe impacts to transportation, infrastructure, governmental properties, and private properties; and

**WHEREAS**, these conditions endanger public health and safety and/or public and private property; and

**WHEREAS**, state and local governments share responsibility for protection of public health, safety, and security as well as for the protection of public and private property and for taking appropriate actions to ensure the provision of essential public services;

**NOW, THEREFORE**, I, Andy Beshear, Governor of the Commonwealth of Kentucky, by virtue of the authority vested in me by the Kentucky Constitution and by Chapter 39A of the Kentucky Revised Statutes, do hereby declare that a State of Emergency exists in the Commonwealth of Kentucky and do hereby Order and Direct that:

1. The Division of Emergency Management within the Department of Military Affairs shall execute the Kentucky Emergency Operations Plan and, from the Kentucky Emergency Operations Center, shall coordinate the response and relief activities of all state agencies and private relief organizations in response to this emergency.
2. The Adjutant General is authorized to issue active duty orders for the mobilization of such National Guard personnel and equipment as he may determine to protect life and safety, to continue essential public services and to prevent undue loss and suffering.
3. All state agencies shall coordinate any and all public and emergency information and/or activities/releases related to this emergency and the response efforts of state agencies with the Division of Emergency Management.
4. All state agencies shall provide sufficient personnel required for the staffing of the Kentucky Emergency Operations Center or other command, control, and coordination points as may be designated by the Division of Emergency Management's Director and shall provide such personnel, vehicles, equipment, and other resources needed to protect life and property and to ensure continuation, restoration and recovery of essential public services.
5. The Finance and Administration Cabinet is directed to provide assistance with incident/disaster resource management, procurements and contracting and to fund the urgent operational and/or response of the Division of Emergency Management and the unbudgeted expenditures and obligations of other state agencies that are



ANDY BESHEAR  
GOVERNOR

EXECUTIVE ORDER

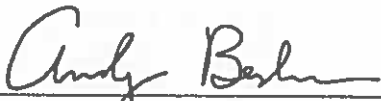
Secretary of State  
Frankfort  
Kentucky

2021-093  
February 11, 2021

incurred in response to and recovery from this emergency incident and in executing the provisions of this Executive Order.

6. The Division of Emergency Management is authorized to request assistance, federal, state, local, private sector, volunteer, and donated resources as may be available to minimize human suffering and to restore essential services to the general population and to assist state and local governments and individuals impacted by this emergency.
7. The Division of Emergency Management shall consult with the American National Red Cross and local officials to determine the need for emergency shelters for displaced families and shall coordinate with local government, school boards, and other organizations to determine the availability of schools and other facilities to be used as shelters during this emergency.
8. Transportation on and access to any and all public roadways in the affected area may be restricted or prohibited in the interest of public health and safety.

This order is effective February 11, 2021.

  
\_\_\_\_\_  
ANDY BESHEAR, Governor  
Commonwealth of Kentucky

\_\_\_\_\_  
MICHAEL G. ADAMS  
Secretary of State



ANDY BESHEAR  
GOVERNOR


COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES  
403 WAPPING STREET  
FRANKFORT, KY 40601-3462  
(502) 564-0402  
FAX NO. (502) 564-0569  
Sam.ruth@ky.gov

HOLLY M. JOHNSON  
SECRETARY

SAM RUTH  
COMMISSIONER

MEMORANDUM

TO: Jim Gray, Secretary  
Transportation Cabinet

FROM: Sam Ruth, Commissioner   
Finance and Administration Cabinet  
Dept. for Facilities & Support Services

DATE: March 29, 2021

SUBJECT: Emergency Lease Agreement  
Authorization (KRS 56.805(3)(e))  
Limited Delegated Authority (KRS 56.814(1))  
Temporary Storm Debris Storage Sites

Please be advised that we are in receipt of your request for Emergency Certification(s) pursuant to applicable provisions of KRS 56.805(3)(e) relative to Lease Agreements necessary to secure suitable sites for the temporary storage of storm debris as otherwise authorized under the provision of Executive Order 2021-093.

In accordance with KRS 56.814(1), please be advised that the Department recognizes that the appropriate source of expertise relative to the identification of suitable sites for temporary debris storage rests with the Transportation Cabinet and those designated Transportation Cabinet employees engaged in the removal of said debris. Accordingly, we are taking the extraordinary action of providing the Transportation Cabinet and those employees you so designated with limited and specific written authorization to act on behalf of the Finance and Administration Cabinet relative to those Lease Agreements necessary to facilitate the expeditious removal of storm debris. This authorization is subject to the following specific conditions:

1. The scope of authority is limited to those actions necessary to identify necessary and suitable sites for the temporary storage of storm debris; to negotiate with owners or persons authorized to represent the owners of identified sites relative to reasonable compensation for use of same; and, to initiate processing of the Lease Agreements subject to additional restrictions as defined herein.
2. All Lease Agreements shall be documented by use of the form agreement developed by the Transportation Cabinet and approved by the Finance & Administration Cabinet. Any agreements deviating from the approved form must be submitted to the Finance and Administration Cabinet for approval prior to execution of the agreement and prior to use of any property secured via a modified agreement.

Correspondence to: Jim Gray, Secretary  
Emergency Lease Agreement Authorization  
Limited Delegated Authority  
Temporary Storm Debris Storage Sites  
March 29, 2021  
Page Two

3. The Transportation Cabinet shall be responsible for obtaining all necessary information to complete each Lease Agreement form package, including information relative to the ownership of the property, terms of each Lease Agreement, and appropriate signatures from the Lessor, Transportation Cabinet and the Energy and Environment Cabinet if or as applicable. Once each Lease Agreement is completed as described above, the documents shall be delivered to the Department of Facilities & Support Services, Division of Real Properties for processing. The Division of Real Properties will assign appropriate identification numbers to each Lease Agreement and obtain additional signatures from the Office of General Counsel, and the Secretary, Finance and Administration Cabinet. The original Lease Agreements will be maintained by the Division of Real Properties and executed copies will be provided to the property owner and the Transportation Cabinet. Please note that this does not preclude the Transportation Cabinet from immediately utilizing selected sites provided that the associated Lease Agreement designates a specific start date within the agreement.
4. Any Lease Agreement with an estimated or actual annual cost equal to or exceeding \$100,000 must be submitted to the Finance and Administration Cabinet for approval prior to execution of the Lease Agreement and prior to use of the property secured by same. The Finance & Administration Cabinet specifically exempts authority to negotiate for or otherwise initiate any Lease Agreement providing for an annual rental cost equal to or exceeding \$100,000 from the specific written authority otherwise provided via this document.
5. Any Lease Agreement providing for use of a site partially or fully located outside the boundaries of the Commonwealth must be submitted to the Finance and Administration Cabinet for approval prior to execution of the Lease Agreement and prior to use of the property secured by same. The Finance & Administration Cabinet specifically exempts authority to negotiate for or otherwise initiate any Lease Agreement providing for use of a site partially or fully located outside the boundaries of the Commonwealth from the specific written authority otherwise provided via this document.

The Department for Facilities & Support Services would like to recognize the tremendous efforts of the Transportation Cabinet relative to restoring public safety on the roadways of the Commonwealth. Appropriate staff within the Department for Facilities & Support Services will remain available to provide immediate assistance with this effort as necessary. Should you have questions, require additional information, or require further assistance, please contact the Department for Facilities & Support Services, Division of Real Properties.



**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:** May 4, 2021

**SUBJECT:** PR-5664, Elliott County  
Transportation Cabinet  
Emergency Lease

As outlined, attached please find notification of a lease agreement being processed by the Division's Leased Properties Branch.

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

BSH/bh  
Attachment

Cc: Capital Construction Log  
OSBD  
PR-5664 File  
BSH

**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**

EMERGENCY LEASE AGREEMENT  
KRS 56.823(5)/KRS 56.823(11)(b)

Lease No.: <b>PR-5664</b>		County: <b>Elliott</b>	
Using Agency: <b>Transportation Cabinet</b>			
LESSOR (identify all parties having 5% or more ownership): Attach extra sheet if necessary		<b>Johnny Porter</b>	
Property Location: <b>8431 North Kentucky Highway 7, Sandy Hook, KY</b>			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: <b>Ice Storm Debris Storage</b>		Cost Per Square Foot: <b>\$500.00 per acre per month</b>	
Annual Rental Cost: <b>\$36,000.00</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$N/A No Comparable Lease Agreements</b>	
Utilities Included: <input type="checkbox"/> Yes <input type="checkbox"/> No (N/A)			
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>April 23, 2021</b>		Expiration Date: <b>To be determined</b>	
Justification for Lease: <b>Please see attached</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 (see attached approval memo and modification): <b>Please see attached</b>			



**2021 ICE STORM DEBRIS STORAGE LEASE AGREEMENT**

**WHEREAS, the COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, pursuant to KRS 177.020(7), by and through its Commissioner of Highways, hereinafter DEPARTMENT, is required to maintain and repair state maintained highways within the Commonwealth, and JOHNNY PORTER, hereinafter OWNER, is the owner of approximately 6 acres of vacant land located at 8431 N KY 7, SANDY HOOK, ELLIOTT County, Kentucky 41171; and**

**WHEREAS, the 2021 Ice Storm has created the need for extensive cleanup of ice storm related vegetative debris from state and county maintained right-of-way within ELLIOTT County;**

**NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:**

This Lease Agreement is made this 23 day of April, 2021, by and between JOHNNY PORTER, 8431 N KY 7, SANDY HOOK, ELLIOTT County, Kentucky 41171 as Lessor, and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, 200 Mero Street, Frankfort, Kentucky as Lessee.

1. The DEPARTMENT does hereby lease approximately 6 acres of land from the OWNER at the OWNER'S address of 8431 N KY 7, SANDY HOOK, ELLIOTT County, Kentucky 41171, and as depicted on the drawing attached hereto as Exhibit A, for the purpose of storing 2021 Ice Storm tree and brush debris until such time as removal of such materials by the DEPARTMENT is effectuated. The DEPARTMENT shall have full control of said leased space and, to any extent required under the aforesaid Contract, is hereby granted a temporary easement in and to said leased space.
2. The term of this lease shall be month to month commencing on the 23 day of April, 2021, but shall run from this date until such time as said materials are removed by the DEPARTMENT. The DEPARTMENT shall give thirty (30) days written notice of termination of the lease to OWNER.
3. The only debris to be received at this location will be tree and brush debris collected as a result of ice storm damage from highway right-of-way through the county wide storm debris removal contract.
4. To the extent permitted by law, the OWNER agrees to indemnify and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any and all damages, suits, actions and/or claims of any nature made by any person, entity, agency or party specifically including but not limited to those claims resulting from actions of the OWNER or any of its agents, guests, or invitees of whatsoever nature.
5. The DEPARTMENT agrees to remove all debris and return said land to its original condition including any necessary grading and vegetative cover/damage repair.
6. The sole consideration for this Lease Agreement is the payment of \$500 per month per acre by the DEPARTMENT to the OWNER and no cash or other payment shall be required of or made by the DEPARTMENT to the OWNER.

7. The undersigned, authorized representatives of both the OWNER and DEPARTMENT, certify that he/she accepts and acknowledges the aforementioned terms and conditions of this Lease Agreement.

John Post 4-23-21  
Vendor/Lessor Date

DocuSigned by:  
Todd Shipp 4/27/2021  
88A9A3E2A82648E

Approved as to form & legality:  
Attorney, Transportation Cabinet Date

[Signature] 4/28/2021  
Secretary Transportation Cabinet Date

Approved as to form & legality:  
Attorney, Finance & Administration Cabinet Date

Secretary, Finance & Administration Cabinet Date

Approved as to site and use (See Attached)  
Energy & Environment Cabinet  
Department of Environmental Protection  
Division of Waste Management

License ID: SR# \_\_\_\_\_ PR# \_\_\_\_\_

# **Emergency Approval for Storm Debris Stockpile Staging and Management Area**

**Site Name: KY 7 Storm Debris Site**

**Address: N KY 7**

**County: Elliott**

**Site Location (Lat/Long): 38.17167 , -83.03806**

**Responsible Party Name: Terry Ishmael**

**Contact Name and Phone Number: Terry Ishmael 606-845-2551**

Representatives from Division of Waste Management have visited the above named site and approved the site for the purposes of stockpiling and/or burning of natural wood and vegetative debris generated from the severe storms of February 2021.

Any approval is valid for a period of six months from the dated signature below. Any requests for time extensions will be managed on a case-by-case basis.

Attached to this approval is a list of storage and disposal recommendations.

DWM Representative: Benjamin Walter

Date: April 21, 2021



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: Holly M. Johnson, Secretary  
Finance and Administration Cabinet

FROM: Scott Aubrey, Director SA  
Division of Real Properties

DATE: May 3, 2021

SUBJECT: PR-5664, Elliott County  
Transportation Cabinet

The Kentucky Transportation Cabinet has submitted the attached lease agreement for execution pursuant to KRS 56.805 (3)(e) and the limited authority delegated to the Transportation Cabinet pursuant to KRS 56.814(1) to identify and promptly secure temporary storm debris storage sites. The sites are used for temporary storage of debris resulting from the February 2021 ice storm pending reduction or destruction of the collected material. Capital Projects & Bond Oversight Committee reporting is required within thirty days of execution pursuant to KRS 56.823(5). The subject lease agreement provides for the use of 6 acres of land at a cost of \$500.00 per acre per month (\$36,000.00 annually) effective April 23, 2021 and your approval is recommended to facilitate ice storm recovery activities.

Should you require additional information, please advise.

JSA/BSH/bh  
Attachment

RECOMMENDED:

Sam Ruth, Commissioner  
Dept. for Facilities & Support Services



COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
transportation.ky.gov

Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

March 4, 2021

Holly M. Johnson, Secretary  
Finance and Administration Cabinet  
Room 383, Capitol Annex  
Frankfort, KY 40601

Dear Secretary Johnson:

The Transportation Cabinet is requesting that an emergency declaration, under the provision of KRS 56.805, Section 3(e), be issued for the Commonwealth of Kentucky pursuant to the Governor's State of Emergency Declaration (attached).

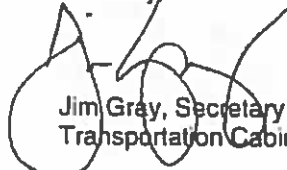
Beginning February 8, 2021 several counties in Kentucky, along with several other states, were hit with a punishing ice storm. In addition to the power outages and other damage created by this storm, the storm left most public streets and roads in these counties littered and/or blocked by trees and limbs. Transportation Cabinet crews and contractors worked continuously for several days to reopen the roads. However, much of the debris still exists and in several places it is still blocking parts of roads or is immediately adjacent to the roadway.

The staff of both of our Cabinets has been working with local governments to establish contracts for the removal of this debris. However, several of the counties do not have approved areas to collect the debris and stage the destruction/reduction of the material. Leases with private land owners are reimbursable expenses through FEMA for this disaster as long as reasonable rates are arranged.

The Transportation Cabinet is using established and approved waste areas wherever possible. However, we need to make other arrangements in the counties that do not have in-place arrangements. Time is of the essence to restore public safety on our roadways and the lack of appropriate sites is preventing our contractors and our state forces from completing this mission.

Please contact Tracy Nowaczyk, Director of Maintenance, for any questions or additional information at [tracy.nowaczyk@ky.gov](mailto:tracy.nowaczyk@ky.gov).

Cordially,



Jim Gray, Secretary  
Transportation Cabinet



**ANDY BESHEAR**  
GOVERNOR

**EXECUTIVE ORDER**

**Secretary of State**  
Frankfort  
Kentucky

2021-093  
February 11, 2021

**STATE OF EMERGENCY**

**WHEREAS**, beginning on February 8, 2021, and continuing, a severe weather system generating damaging ice, snow, and arctic temperatures tracked across the entire Commonwealth, causing dangerous road conditions, significant amounts of vegetative debris, disruption of electrical distribution, and interruption of water systems resulting in severe impacts to transportation, infrastructure, governmental properties, and private properties; and

**WHEREAS**, these conditions endanger public health and safety and/or public and private property; and

**WHEREAS**, state and local governments share responsibility for protection of public health, safety, and security as well as for the protection of public and private property and for taking appropriate actions to ensure the provision of essential public services;

**NOW, THEREFORE, I, Andy Beshear, Governor of the Commonwealth of Kentucky**, by virtue of the authority vested in me by the Kentucky Constitution and by Chapter 39A of the Kentucky Revised Statutes, do hereby declare that a State of Emergency exists in the Commonwealth of Kentucky and do hereby Order and Direct that:

1. The Division of Emergency Management within the Department of Military Affairs shall execute the Kentucky Emergency Operations Plan and, from the Kentucky Emergency Operations Center, shall coordinate the response and relief activities of all state agencies and private relief organizations in response to this emergency.
2. The Adjutant General is authorized to issue active duty orders for the mobilization of such National Guard personnel and equipment as he may determine to protect life and safety, to continue essential public services and to prevent undue loss and suffering.
3. All state agencies shall coordinate any and all public and emergency information and/or activities/releases related to this emergency and the response efforts of state agencies with the Division of Emergency Management.
4. All state agencies shall provide sufficient personnel required for the staffing of the Kentucky Emergency Operations Center or other command, control, and coordination points as may be designated by the Division of Emergency Management's Director and shall provide such personnel, vehicles, equipment, and other resources needed to protect life and property and to ensure continuation, restoration and recovery of essential public services.
5. The Finance and Administration Cabinet is directed to provide assistance with incident/disaster resource management, procurements and contracting and to fund the urgent operational and/or response of the Division of Emergency Management and the unbudgeted expenditures and obligations of other state agencies that are



ANDY BESHEAR  
GOVERNOR

EXECUTIVE ORDER

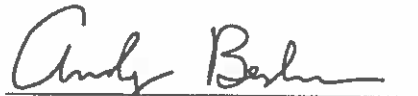
Secretary of State  
Frankfort  
Kentucky

2021-093  
February 11, 2021

incurred in response to and recovery from this emergency incident and in executing the provisions of this Executive Order.

6. The Division of Emergency Management is authorized to request assistance, federal, state, local, private sector, volunteer, and donated resources as may be available to minimize human suffering and to restore essential services to the general population and to assist state and local governments and individuals impacted by this emergency.
7. The Division of Emergency Management shall consult with the American National Red Cross and local officials to determine the need for emergency shelters for displaced families and shall coordinate with local government, school boards, and other organizations to determine the availability of schools and other facilities to be used as shelters during this emergency.
8. Transportation on and access to any and all public roadways in the affected area may be restricted or prohibited in the interest of public health and safety.

This order is effective February 11, 2021.

  
ANDY BESHEAR, Governor  
Commonwealth of Kentucky

\_\_\_\_\_  
MICHAEL G. ADAMS  
Secretary of State



ANDY BESHEAR  
GOVERNOR

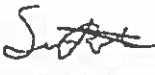
COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES  
403 WAPPING STREET  
FRANKFORT, KY 40601-3462  
(502) 564-0402  
FAX NO. (502) 564-0569  
Sam.ruth@ky.gov

HOLLY M. JOHNSON  
SECRETARY

SAM RUTH  
COMMISSIONER

MEMORANDUM

TO: Jim Gray, Secretary  
Transportation Cabinet

FROM: Sam Ruth, Commissioner   
Finance and Administration Cabinet  
Dept. for Facilities & Support Services

DATE: March 29, 2021

SUBJECT: Emergency Lease Agreement  
Authorization (KRS 56.805(3)(e))  
Limited Delegated Authority (KRS 56.814(1))  
Temporary Storm Debris Storage Sites

Please be advised that we are in receipt of your request for Emergency Certification(s) pursuant to applicable provisions of KRS 56.805(3)(e) relative to Lease Agreements necessary to secure suitable sites for the temporary storage of storm debris as otherwise authorized under the provision of Executive Order 2021-093.

In accordance with KRS 56.814(1), please be advised that the Department recognizes that the appropriate source of expertise relative to the identification of suitable sites for temporary debris storage rests with the Transportation Cabinet and those designated Transportation Cabinet employees engaged in the removal of said debris. Accordingly, we are taking the extraordinary action of providing the Transportation Cabinet and those employees you so designated with limited and specific written authorization to act on behalf of the Finance and Administration Cabinet relative to those Lease Agreements necessary to facilitate the expeditious removal of storm debris. This authorization is subject to the following specific conditions:

1. The scope of authority is limited to those actions necessary to identify necessary and suitable sites for the temporary storage of storm debris; to negotiate with owners or persons authorized to represent the owners of identified sites relative to reasonable compensation for use of same; and, to initiate processing of the Lease Agreements subject to additional restrictions as defined herein.
2. All Lease Agreements shall be documented by use of the form agreement developed by the Transportation Cabinet and approved by the Finance & Administration Cabinet. Any agreements deviating from the approved form must be submitted to the Finance and Administration Cabinet for approval prior to execution of the agreement and prior to use of any property secured via a modified agreement.



Correspondence to: Jim Gray, Secretary  
Emergency Lease Agreement Authorization  
Limited Delegated Authority  
Temporary Storm Debris Storage Sites  
March 29, 2021  
Page Two

3. The Transportation Cabinet shall be responsible for obtaining all necessary information to complete each Lease Agreement form package, including information relative to the ownership of the property, terms of each Lease Agreement, and appropriate signatures from the Lessor, Transportation Cabinet and the Energy and Environment Cabinet if or as applicable. Once each Lease Agreement is completed as described above, the documents shall be delivered to the Department of Facilities & Support Services, Division of Real Properties for processing. The Division of Real Properties will assign appropriate identification numbers to each Lease Agreement and obtain additional signatures from the Office of General Counsel, and the Secretary, Finance and Administration Cabinet. The original Lease Agreements will be maintained by the Division of Real Properties and executed copies will be provided to the property owner and the Transportation Cabinet. Please note that this does not preclude the Transportation Cabinet from immediately utilizing selected sites provided that the associated Lease Agreement designates a specific start date within the agreement.
4. Any Lease Agreement with an estimated or actual annual cost equal to or exceeding \$100,000 must be submitted to the Finance and Administration Cabinet for approval prior to execution of the Lease Agreement and prior to use of the property secured by same. The Finance & Administration Cabinet specifically exempts authority to negotiate for or otherwise initiate any Lease Agreement providing for an annual rental cost equal to or exceeding \$100,000 from the specific written authority otherwise provided via this document.
5. Any Lease Agreement providing for use of a site partially or fully located outside the boundaries of the Commonwealth must be submitted to the Finance and Administration Cabinet for approval prior to execution of the Lease Agreement and prior to use of the property secured by same. The Finance & Administration Cabinet specifically exempts authority to negotiate for or otherwise initiate any Lease Agreement providing for use of a site partially or fully located outside the boundaries of the Commonwealth from the specific written authority otherwise provided via this document.

The Department for Facilities & Support Services would like to recognize the tremendous efforts of the Transportation Cabinet relative to restoring public safety on the roadways of the Commonwealth. Appropriate staff within the Department for Facilities & Support Services will remain available to provide immediate assistance with this effort as necessary. Should you have questions, require additional information, or require further assistance, please contact the Department for Facilities & Support Services, Division of Real Properties.



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

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

**ANDY BESHEAR**  
Governor


**SAM RUTH**  
Commissioner

**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:** May 4, 2021

**SUBJECT:** PR-5665, Lawrence County  
Transportation Cabinet  
Emergency Lease

As outlined, attached please find notification of a lease agreement being processed by the Division's Leased Properties Branch.

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

BSH/bh  
Attachment

**Cc:** Capital Construction Log  
OSBD  
PR-5665 File  
BSH

**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**

**EMERGENCY LEASE AGREEMENT**

**KRS 56.823(5)/KRS 56.823(11)(b)**

Lease No.: <b>PR-5665</b>		County: <b>Lawrence</b>	
Using Agency: <b>Transportation Cabinet</b>			
LESSOR (identify all parties having 5% or more ownership): Attach extra sheet if necessary		<b>Tri-Span Construction LLC</b>	
Property Location: <b>Blackbird Drive (and US Hwy 23), , KY</b>			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: <b>Ice Storm Debris Storage</b>		Cost Per Square Foot: <b>\$500.00 per acre per month</b>	
Annual Rental Cost: <b>\$18,000.00</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$N/A No Comparable Lease Agreements</b>	
Utilities Included: <input type="checkbox"/> Yes <input type="checkbox"/> No (N/A)			
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>April 26, 2021</b>		Expiration Date: <b>To be determined</b>	
Justification for Lease: Please see attached			
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 (see attached approval memo and modification): Please see attached			

## 2021 ICE STORM DEBRIS STORAGE LEASE AGREEMENT

WHEREAS, the COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, pursuant to KRS 177.020(7), by and through its Commissioner of Highways, hereinafter DEPARTMENT, is required to maintain and repair state maintained highways within the Commonwealth, and TRISPAN CONSTRUCTION LLC, hereinafter OWNER, is the owner of approximately 3 acres of vacant land located at Blackbird Drive, Lawrence County, Kentucky 41230; and

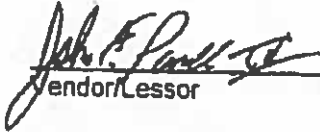
WHEREAS, the 2021 Ice Storm has created the need for extensive cleanup of ice storm related vegetative debris from state and county maintained right-of-way within Lawrence County;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

This Lease Agreement is made this 26 day of April, 2021, by and between TRISPAN CONSTRUCTION LLC, Blackbird Drive, Lawrence County, Kentucky 41230 as Lessor, and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, 200 Mero Street, Frankfort, Kentucky as Lessee.

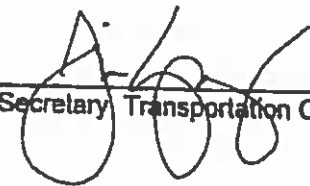
1. The DEPARTMENT does hereby lease approximately 3 acres of land from the OWNER at the OWNER'S address of Blackbird Drive, Lawrence County, Kentucky 41230, and as depicted on the drawing attached hereto as Exhibit A, for the purpose of storing 2021 Ice Storm tree and brush debris until such time as removal of such materials by the DEPARTMENT is effectuated. The DEPARTMENT shall have full control of said leased space and, to any extent required under the aforesaid Contract, is hereby granted a temporary easement in and to said leased space.
2. The term of this lease shall be month to month commencing on the 26 day of April, 2021, but shall run from this date until such time as said materials are removed by the DEPARTMENT. The DEPARTMENT shall give thirty (30) days written notice of termination of the lease to OWNER.
3. The only debris to be received at this location will be tree and brush debris collected as a result of ice storm damage from highway right-of-way through the county wide storm debris removal contract.
4. To the extent permitted by law, the OWNER agrees to indemnify and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any and all damages, suits, actions and/or claims of any nature made by any person, entity, agency or party specifically including but not limited to those claims resulting from actions of the OWNER or any of its agents, guests, or invitees of whatsoever nature.
5. The DEPARTMENT agrees to remove all debris and return said land to its original condition including any necessary grading and vegetative cover/damage repair.
6. The sole consideration for this Lease Agreement is the payment of \$500 per month per acre by the DEPARTMENT to the OWNER and no cash or other payment shall be required of or made by the DEPARTMENT to the OWNER.

7. The undersigned, authorized representatives of both the **OWNER** and **DEPARTMENT**, certify that he/she accepts and acknowledges the aforementioned terms and conditions of this Lease Agreement.

  
Vendor/Lessor 4-26-21  
Date

DocuSigned by:  
  
68A8AJE2A82648E 4/27/2021

Approved as to form & legality:  
Attorney, Transportation Cabinet Date

  
Secretary Transportation Cabinet 4/28/2021  
Date

Approved as to form & legality:  
Attorney, Finance & Administration Cabinet Date

Secretary, Finance & Administration Cabinet Date

Approved as to site and use (See Attached)  
Energy & Environment Cabinet  
Department of Environmental Protection  
Division of Waste Management

License ID: SR# \_\_\_\_\_ PR# \_\_\_\_\_

# Emergency Approval for Storm Debris Stockpile Staging and Management Area

**Site Name: Blackbird Drive Storm Debris Site**

**Address: US 23 @ Blackbird Drive**

**County: Lawrence**

**Site Location (Lat/Long): 38.08395/82.63044**

**Responsible Party Name: KY DOT Pikeville District 12**

**Contact Name and Phone Number: Doug Wright (606)-207-5555**

Representatives from Division of Waste Management have visited the above named site and approved the site for the purposes of stockpiling and/or burning of natural wood and vegetative debris generated from the severe storms of February 2021. This approval may be associated with the following FEMA declaration N/A.

Any approval is valid for a period of six months from the dated signature below. Any requests for time extensions will be managed on a case-by-case basis.

Attached to this approval is a list of storage and disposal recommendations.

DAQ Representative:

Date:

DWM Representative: Daphne Walter

Date: 04/22/21



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: Holly M. Johnson, Secretary  
Finance and Administration Cabinet

FROM: Scott Aubrey, Director SA  
Division of Real Properties

DATE: May 3, 2021

SUBJECT: PR-5665, Lawrence County  
Transportation Cabinet

The Kentucky Transportation Cabinet has submitted the attached lease agreement for execution pursuant to KRS 56.805 (3)(e) and the limited authority delegated to the Transportation Cabinet pursuant to KRS 56.814(1) to identify and promptly secure temporary storm debris storage sites. The sites are used for temporary storage of debris resulting from the February 2021 ice storm pending reduction or destruction of the collected material. Capital Projects & Bond Oversight Committee reporting is required within thirty days of execution pursuant to KRS 56.823(5). The subject lease agreement provides for the use of 3 acres of land at a cost of \$500.00 per acre per month (\$18,000.00 annually) effective April 26, 2021 and your approval is recommended to facilitate ice storm recovery activities.

Should you require additional information, please advise.

JSA/BSH/bh  
Attachment

RECOMMENDED: \_\_\_\_\_

Sam Ruth, Commissioner  
Dept. for Facilities & Support Services



COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
transportation.ky.gov

Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

March 4, 2021

Holly M. Johnson, Secretary  
Finance and Administration Cabinet  
Room 383, Capitol Annex  
Frankfort, KY 40601

Dear Secretary Johnson:

The Transportation Cabinet is requesting that an emergency declaration, under the provision of KRS 56.805, Section 3(e), be issued for the Commonwealth of Kentucky pursuant to the Governor's State of Emergency Declaration (attached).

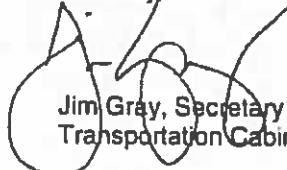
Beginning February 8, 2021 several counties in Kentucky, along with several other states, were hit with a punishing ice storm. In addition to the power outages and other damage created by this storm, the storm left most public streets and roads in these counties littered and/or blocked by trees and limbs. Transportation Cabinet crews and contractors worked continuously for several days to reopen the roads. However, much of the debris still exists and in several places it is still blocking parts of roads or is immediately adjacent to the roadway.

The staff of both of our Cabinets has been working with local governments to establish contracts for the removal of this debris. However, several of the counties do not have approved areas to collect the debris and stage the destruction/reduction of the material. Leases with private land owners are reimbursable expenses through FEMA for this disaster as long as reasonable rates are arranged.

The Transportation Cabinet is using established and approved waste areas wherever possible. However, we need to make other arrangements in the counties that do not have in-place arrangements. Time is of the essence to restore public safety on our roadways and the lack of appropriate sites is preventing our contractors and our state forces from completing this mission.

Please contact Tracy Nowaczyk, Director of Maintenance, for any questions or additional information at [tracy.nowaczyk@ky.gov](mailto:tracy.nowaczyk@ky.gov).

Cordially,



Jim Gray, Secretary  
Transportation Cabinet





ANDY BESHEAR  
GOVERNOR

EXECUTIVE ORDER

Secretary of State  
Frankfort  
Kentucky

2021-093  
February 11, 2021

STATE OF EMERGENCY

WHEREAS, beginning on February 8, 2021, and continuing, a severe weather system generating damaging ice, snow, and arctic temperatures tracked across the entire Commonwealth, causing dangerous road conditions, significant amounts of vegetative debris, disruption of electrical distribution, and interruption of water systems resulting in severe impacts to transportation, infrastructure, governmental properties, and private properties; and

WHEREAS, these conditions endanger public health and safety and/or public and private property; and

WHEREAS, state and local governments share responsibility for protection of public health, safety, and security as well as for the protection of public and private property and for taking appropriate actions to ensure the provision of essential public services;

NOW, THEREFORE, I, Andy Beshear, Governor of the Commonwealth of Kentucky, by virtue of the authority vested in me by the Kentucky Constitution and by Chapter 39A of the Kentucky Revised Statutes, do hereby declare that a State of Emergency exists in the Commonwealth of Kentucky and do hereby Order and Direct that:

1. The Division of Emergency Management within the Department of Military Affairs shall execute the Kentucky Emergency Operations Plan and, from the Kentucky Emergency Operations Center, shall coordinate the response and relief activities of all state agencies and private relief organizations in response to this emergency.
2. The Adjutant General is authorized to issue active duty orders for the mobilization of such National Guard personnel and equipment as he may determine to protect life and safety, to continue essential public services and to prevent undue loss and suffering.
3. All state agencies shall coordinate any and all public and emergency information and/or activities/releases related to this emergency and the response efforts of state agencies with the Division of Emergency Management.
4. All state agencies shall provide sufficient personnel required for the staffing of the Kentucky Emergency Operations Center or other command, control, and coordination points as may be designated by the Division of Emergency Management's Director and shall provide such personnel, vehicles, equipment, and other resources needed to protect life and property and to ensure continuation, restoration and recovery of essential public services.
5. The Finance and Administration Cabinet is directed to provide assistance with incident/disaster resource management, procurements and contracting and to fund the urgent operational and/or response of the Division of Emergency Management and the unbudgeted expenditures and obligations of other state agencies that are



ANDY BESHEAR  
GOVERNOR

EXECUTIVE ORDER

Secretary of State  
Frankfort  
Kentucky

2021-093  
February 11, 2021

incurred in response to and recovery from this emergency incident and in executing the provisions of this Executive Order.

6. The Division of Emergency Management is authorized to request assistance, federal, state, local, private sector, volunteer, and donated resources as may be available to minimize human suffering and to restore essential services to the general population and to assist state and local governments and individuals impacted by this emergency.
7. The Division of Emergency Management shall consult with the American National Red Cross and local officials to determine the need for emergency shelters for displaced families and shall coordinate with local government, school boards, and other organizations to determine the availability of schools and other facilities to be used as shelters during this emergency.
8. Transportation on and access to any and all public roadways in the affected area may be restricted or prohibited in the interest of public health and safety.

This order is effective February 11, 2021.

A handwritten signature in black ink that reads "Andy Beshear".

ANDY BESHEAR, Governor  
Commonwealth of Kentucky

---

MICHAEL G. ADAMS  
Secretary of State



ANDY BESHEAR  
GOVERNOR


COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES  
403 WAPPING STREET  
FRANKFORT, KY 40601-3462  
(502) 564-0402  
FAX NO. (502) 564-0569  
Sam.ruth@ky.gov

HOLLY M. JOHNSON  
SECRETARY

SAM RUTH  
COMMISSIONER

MEMORANDUM

TO: Jim Gray, Secretary  
Transportation Cabinet

FROM: Sam Ruth, Commissioner   
Finance and Administration Cabinet  
Dept. for Facilities & Support Services

DATE: March 29, 2021

SUBJECT: Emergency Lease Agreement  
Authorization (KRS 56.805(3)(e))  
Limited Delegated Authority (KRS 56.814(1))  
Temporary Storm Debris Storage Sites

Please be advised that we are in receipt of your request for Emergency Certification(s) pursuant to applicable provisions of KRS 56.805(3)(e) relative to Lease Agreements necessary to secure suitable sites for the temporary storage of storm debris as otherwise authorized under the provision of Executive Order 2021-093.

In accordance with KRS 56.814(1), please be advised that the Department recognizes that the appropriate source of expertise relative to the identification of suitable sites for temporary debris storage rests with the Transportation Cabinet and those designated Transportation Cabinet employees engaged in the removal of said debris. Accordingly, we are taking the extraordinary action of providing the Transportation Cabinet and those employees you so designated with limited and specific written authorization to act on behalf of the Finance and Administration Cabinet relative to those Lease Agreements necessary to facilitate the expeditious removal of storm debris. This authorization is subject to the following specific conditions:

1. The scope of authority is limited to those actions necessary to identify necessary and suitable sites for the temporary storage of storm debris; to negotiate with owners or persons authorized to represent the owners of identified sites relative to reasonable compensation for use of same; and, to initiate processing of the Lease Agreements subject to additional restrictions as defined herein.
2. All Lease Agreements shall be documented by use of the form agreement developed by the Transportation Cabinet and approved by the Finance & Administration Cabinet. Any agreements deviating from the approved form must be submitted to the Finance and Administration Cabinet for approval prior to execution of the agreement and prior to use of any property secured via a modified agreement.

Correspondence to: Jim Gray, Secretary  
Emergency Lease Agreement Authorization  
Limited Delegated Authority  
Temporary Storm Debris Storage Sites  
March 29, 2021  
Page Two

3. The Transportation Cabinet shall be responsible for obtaining all necessary information to complete each Lease Agreement form package, including information relative to the ownership of the property, terms of each Lease Agreement, and appropriate signatures from the Lessor, Transportation Cabinet and the Energy and Environment Cabinet if or as applicable. Once each Lease Agreement is completed as described above, the documents shall be delivered to the Department of Facilities & Support Services, Division of Real Properties for processing. The Division of Real Properties will assign appropriate identification numbers to each Lease Agreement and obtain additional signatures from the Office of General Counsel, and the Secretary, Finance and Administration Cabinet. The original Lease Agreements will be maintained by the Division of Real Properties and executed copies will be provided to the property owner and the Transportation Cabinet. Please note that this does not preclude the Transportation Cabinet from immediately utilizing selected sites provided that the associated Lease Agreement designates a specific start date within the agreement.
4. Any Lease Agreement with an estimated or actual annual cost equal to or exceeding \$100,000 must be submitted to the Finance and Administration Cabinet for approval prior to execution of the Lease Agreement and prior to use of the property secured by same. The Finance & Administration Cabinet specifically exempts authority to negotiate for or otherwise initiate any Lease Agreement providing for an annual rental cost equal to or exceeding \$100,000 from the specific written authority otherwise provided via this document.
5. Any Lease Agreement providing for use of a site partially or fully located outside the boundaries of the Commonwealth must be submitted to the Finance and Administration Cabinet for approval prior to execution of the Lease Agreement and prior to use of the property secured by same. The Finance & Administration Cabinet specifically exempts authority to negotiate for or otherwise initiate any Lease Agreement providing for use of a site partially or fully located outside the boundaries of the Commonwealth from the specific written authority otherwise provided via this document.

The Department for Facilities & Support Services would like to recognize the tremendous efforts of the Transportation Cabinet relative to restoring public safety on the roadways of the Commonwealth. Appropriate staff within the Department for Facilities & Support Services will remain available to provide immediate assistance with this effort as necessary. Should you have questions, require additional information, or require further assistance, please contact the Department for Facilities & Support Services, Division of Real Properties.



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

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

**ANDY BESHEAR**  
Governor


**SAM RUTH**  
Commissioner

**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:** May 3, 2021

**SUBJECT:** PR-5666, Morgan County  
Transportation Cabinet  
Emergency Lease

As outlined, attached please find notification of a lease agreement being processed by the Division's Leased Properties Branch.

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

BSH/bh  
Attachment

Cc: Capital Construction Log  
OSBD  
PR-5666 File  
BSH

**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**

**EMERGENCY LEASE AGREEMENT**  
**KRS 56.823(5)/KRS 56.823(11)(b)**

Lease No.: <b>PR-5666</b>		County: <b>Morgan</b>
Using Agency: <b>Transportation Cabinet</b>		
LESSOR (identify all parties having 5% or more ownership): Attach extra sheet if necessary	<b>DD and KK LLC</b>	
Property Location: <b>3309 Kentucky Highway 172, West Liberty, KY</b>		
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification		
Type Space: <b>Ice Storm Debris Storage</b>	Cost Per Square Foot: <b>\$500.00 per acre per month</b>	
Annual Rental Cost: <b>\$24,000.00</b>	Average Cost Per Square Foot of Leased-In Space in County: <b>\$N/A No Comparable Lease Agreements</b>	
Utilities Included: <input type="checkbox"/> Yes <input type="checkbox"/> No (N/A)		
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>April 14, 2021</b>	Expiration Date: <b>To be determined</b>	
Justification for Lease: <b>Please see attached</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 (see attached approval memo and modification): <b>Please see attached</b>		

## 2021 ICE STORM DEBRIS STORAGE LEASE AGREEMENT

WHEREAS, the COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, pursuant to KRS 177.020(7), by and through its Commissioner of Highways, hereinafter DEPARTMENT, is required to maintain and repair state maintained highways within the Commonwealth, and DONNIE PACK, hereinafter OWNER, is the owner of approximately 4 acres of vacant land located at 3309 Hwy 172, West Liberty, KY, 41472; and

WHEREAS, the 2021 Ice Storm has created the need for extensive cleanup of ice storm related vegetative debris from state and county maintained right-of-way within Morgan County;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

This Lease Agreement is made this 14 day of April, 2021, by and between Donnie Pack, 206 Lacy Creek Rd, West Liberty, KY, 41472 as Lessor, and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, 200 Mero Street, Frankfort, Kentucky as Lessee.

1. The DEPARTMENT does hereby lease approximately 4 acres of land from the OWNER at the OWNER'S address of 3309 Hwy 172, West Liberty, KY, 41472, and as depicted on the drawing attached hereto as Exhibit A, for the purpose of storing 2021 Ice Storm tree and brush debris until such time as removal of such materials by the DEPARTMENT is effectuated. The DEPARTMENT shall have full control of said leased space and, to any extent required under the aforesaid Contract, is hereby granted a temporary easement in and to said leased space.
2. The term of this lease shall be month to month commencing on the 14th day of April, 2021, but shall run from this date until such time as said materials are removed by the DEPARTMENT. The DEPARTMENT shall give thirty (30) days written notice of termination of the lease to OWNER.
3. The only debris to be received at this location will be tree and brush debris collected as a result of Ice storm damage from highway right-of-way through the county wide storm debris removal contract.
4. To the extent permitted by law, the OWNER agrees to indemnify and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any and all damages, suits, actions and/or claims of any nature made by any person, entity, agency or party specifically including but not limited to those claims resulting from actions of the OWNER or any of its agents, guests, or invitees of whatsoever nature.
5. The DEPARTMENT agrees to remove all debris and return said land to its original condition including any necessary grading and vegetative cover/damage repair.
6. The sole consideration for this Lease Agreement is the payment of \$500 per month per acre by the DEPARTMENT to the OWNER and no cash or other payment shall be required of or made by the DEPARTMENT to the OWNER.

7. The undersigned, authorized representatives of both the OWNER and DEPARTMENT, certify that he/she accepts and acknowledges the aforementioned terms and conditions of this Lease Agreement.

Donnie Pack 4-14-2021  
Vendor/Lessor Date

DocuSigned by:  
Todd Shipp 4/22/2021  
68A9A3E2A82646E

Approved as to form & legality:  
Attorney, Transportation Cabinet Date

[Signature] 4/22/2021  
Secretary, Transportation Cabinet Date

Approved as to form & legality:  
Attorney, Finance & Administration Cabinet Date

Secretary, Finance & Administration Cabinet Date

Approved as to site and use (See Attached)  
Energy & Environment Cabinet  
Department of Environmental Protection  
Division of Waste Management

License ID: SR# \_\_\_\_\_ PR# \_\_\_\_\_



# Emergency Approval for Storm Debris Stockpile Staging and Management Area

**Site Name: KY 172 Storm Debris Site**

**Address: KY 172 West Liberty KY 41472**

**County: Morgan**

**Site Location (Lat/Long): N37.95404  
W083.20872**

**Responsible Party Name: KY DOT District 10**

**Contact Name and Phone Number: Brandon Baker (606) 548-1695**

Representatives from Division of Waste Management have visited the above named site and approved the site for the purposes of stockpiling and/or burning of natural wood and vegetative debris generated from the severe storms of February 2021. This approval may be associated with the following FEMA declaration number [Click here to enter text.\(if applicable\)](#).

Any approval is valid for a period of six months from the dated signature below. Any requests for time extensions will be managed on a case-by-case basis.

Attached to this approval is a list of storage and disposal recommendations.

DAQ Representative:

Date:

DWM Representative: William Lyle Walter

Date: 03/25/2021



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: Holly M. Johnson, Secretary  
Finance and Administration Cabinet

FROM: Scott Aubrey, Director SA  
Division of Real Properties

DATE: May 3, 2021

SUBJECT: PR-5666, Morgan County  
Transportation Cabinet

The Kentucky Transportation Cabinet has submitted the attached lease agreement for execution pursuant to KRS 56.805 (3)(e) and the limited authority delegated to the Transportation Cabinet pursuant to KRS 56.814(1) to identify and promptly secure temporary storm debris storage sites. The sites are used for temporary storage of debris resulting from the February 2021 ice storm pending reduction or destruction of the collected material. Capital Projects & Bond Oversight Committee reporting is required within thirty days of execution pursuant to KRS 56.823(5). The subject lease agreement provides for the use of 4 acres of land at a cost of \$500.00 per acre per month (\$24,000.00 annually) effective April 14, 2021 and your approval is recommended to facilitate ice storm recovery activities.

Should you require additional information, please advise.

JSA/BSH/bh  
Attachment

**RECOMMENDED:** \_\_\_\_\_  
Sam Ruth, Commissioner  
Dept. for Facilities & Support Services



COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
transportation.ky.gov

Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

March 4, 2021

Holly M. Johnson, Secretary  
Finance and Administration Cabinet  
Room 383, Capitol Annex  
Frankfort, KY 40601

Dear Secretary Johnson:

The Transportation Cabinet is requesting that an emergency declaration, under the provision of KRS 56.805, Section 3(e), be issued for the Commonwealth of Kentucky pursuant to the Governor's State of Emergency Declaration (attached).

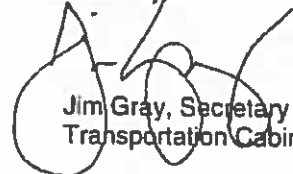
Beginning February 8, 2021 several counties in Kentucky, along with several other states, were hit with a punishing ice storm. In addition to the power outages and other damage created by this storm, the storm left most public streets and roads in these counties littered and/or blocked by trees and limbs. Transportation Cabinet crews and contractors worked continuously for several days to reopen the roads. However, much of the debris still exists and in several places it is still blocking parts of roads or is immediately adjacent to the roadway.

The staff of both of our Cabinets has been working with local governments to establish contracts for the removal of this debris. However, several of the counties do not have approved areas to collect the debris and stage the destruction/reduction of the material. Leases with private land owners are reimbursable expenses through FEMA for this disaster as long as reasonable rates are arranged.

The Transportation Cabinet is using established and approved waste areas wherever possible. However, we need to make other arrangements in the counties that do not have in-place arrangements. Time is of the essence to restore public safety on our roadways and the lack of appropriate sites is preventing our contractors and our state forces from completing this mission.

Please contact Tracy Nowaczyk, Director of Maintenance, for any questions or additional information at [tracy.nowaczyk@ky.gov](mailto:tracy.nowaczyk@ky.gov).

Cordially,



Jim Gray, Secretary  
Transportation Cabinet



**ANDY BESHEAR**  
**GOVERNOR**

**EXECUTIVE ORDER**

**Secretary of State**  
Frankfort  
Kentucky

**2021-093**  
**February 11, 2021**

**STATE OF EMERGENCY**

**WHEREAS**, beginning on February 8, 2021, and continuing, a severe weather system generating damaging ice, snow, and arctic temperatures tracked across the entire Commonwealth, causing dangerous road conditions, significant amounts of vegetative debris, disruption of electrical distribution, and interruption of water systems resulting in severe impacts to transportation, infrastructure, governmental properties, and private properties; and

**WHEREAS**, these conditions endanger public health and safety and/or public and private property; and

**WHEREAS**, state and local governments share responsibility for protection of public health, safety, and security as well as for the protection of public and private property and for taking appropriate actions to ensure the provision of essential public services;

**NOW, THEREFORE**, I, Andy Beshear, Governor of the Commonwealth of Kentucky, by virtue of the authority vested in me by the Kentucky Constitution and by Chapter 39A of the Kentucky Revised Statutes, do hereby declare that a State of Emergency exists in the Commonwealth of Kentucky and do hereby Order and Direct that:

1. The Division of Emergency Management within the Department of Military Affairs shall execute the Kentucky Emergency Operations Plan and, from the Kentucky Emergency Operations Center, shall coordinate the response and relief activities of all state agencies and private relief organizations in response to this emergency.
2. The Adjutant General is authorized to issue active duty orders for the mobilization of such National Guard personnel and equipment as he may determine to protect life and safety, to continue essential public services and to prevent undue loss and suffering.
3. All state agencies shall coordinate any and all public and emergency information and/or activities/releases related to this emergency and the response efforts of state agencies with the Division of Emergency Management.
4. All state agencies shall provide sufficient personnel required for the staffing of the Kentucky Emergency Operations Center or other command, control, and coordination points as may be designated by the Division of Emergency Management's Director and shall provide such personnel, vehicles, equipment, and other resources needed to protect life and property and to ensure continuation, restoration and recovery of essential public services.
5. The Finance and Administration Cabinet is directed to provide assistance with incident/disaster resource management, procurements and contracting and to fund the urgent operational and/or response of the Division of Emergency Management and the unbudgeted expenditures and obligations of other state agencies that are



ANDY BESHEAR  
GOVERNOR

EXECUTIVE ORDER

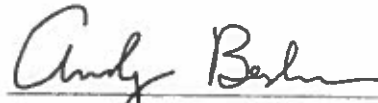
Secretary of State  
Frankfort  
Kentucky

2021-093  
February 11, 2021

incurred in response to and recovery from this emergency incident and in executing the provisions of this Executive Order.

6. The Division of Emergency Management is authorized to request assistance, federal, state, local, private sector, volunteer, and donated resources as may be available to minimize human suffering and to restore essential services to the general population and to assist state and local governments and individuals impacted by this emergency.
7. The Division of Emergency Management shall consult with the American National Red Cross and local officials to determine the need for emergency shelters for displaced families and shall coordinate with local government, school boards, and other organizations to determine the availability of schools and other facilities to be used as shelters during this emergency.
8. Transportation on and access to any and all public roadways in the affected area may be restricted or prohibited in the interest of public health and safety.

This order is effective February 11, 2021.

  
ANDY BESHEAR, Governor  
Commonwealth of Kentucky

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MICHAEL G. ADAMS  
Secretary of State



ANDY BESHEAR  
GOVERNOR


COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES  
403 WAPPING STREET  
FRANKFORT, KY 40601-3462  
(502) 564-0402  
FAX NO. (502) 564-0569  
Sam.ruth@ky.gov

HOLLY M. JOHNSON  
SECRETARY

SAM RUTH  
COMMISSIONER

MEMORANDUM

TO: Jim Gray, Secretary  
Transportation Cabinet

FROM: Sam Ruth, Commissioner   
Finance and Administration Cabinet  
Dept. for Facilities & Support Services

DATE: March 29, 2021

SUBJECT: Emergency Lease Agreement  
Authorization (KRS 56.805(3)(e))  
Limited Delegated Authority (KRS 56.814(1))  
Temporary Storm Debris Storage Sites

Please be advised that we are in receipt of your request for Emergency Certification(s) pursuant to applicable provisions of KRS 56.805(3)(e) relative to Lease Agreements necessary to secure suitable sites for the temporary storage of storm debris as otherwise authorized under the provision of Executive Order 2021-093.

In accordance with KRS 56.814(1), please be advised that the Department recognizes that the appropriate source of expertise relative to the identification of suitable sites for temporary debris storage rests with the Transportation Cabinet and those designated Transportation Cabinet employees engaged in the removal of said debris. Accordingly, we are taking the extraordinary action of providing the Transportation Cabinet and those employees you so designated with limited and specific written authorization to act on behalf of the Finance and Administration Cabinet relative to those Lease Agreements necessary to facilitate the expeditious removal of storm debris. This authorization is subject to the following specific conditions:

1. The scope of authority is limited to those actions necessary to identify necessary and suitable sites for the temporary storage of storm debris; to negotiate with owners or persons authorized to represent the owners of identified sites relative to reasonable compensation for use of same; and, to initiate processing of the Lease Agreements subject to additional restrictions as defined herein.
2. All Lease Agreements shall be documented by use of the form agreement developed by the Transportation Cabinet and approved by the Finance & Administration Cabinet. Any agreements deviating from the approved form must be submitted to the Finance and Administration Cabinet for approval prior to execution of the agreement and prior to use of any property secured via a modified agreement.

Correspondence to: Jim Gray, Secretary  
Emergency Lease Agreement Authorization  
Limited Delegated Authority  
Temporary Storm Debris Storage Sites  
March 29, 2021  
Page Two

3. The Transportation Cabinet shall be responsible for obtaining all necessary information to complete each Lease Agreement form package, including information relative to the ownership of the property, terms of each Lease Agreement, and appropriate signatures from the Lessor, Transportation Cabinet and the Energy and Environment Cabinet if or as applicable. Once each Lease Agreement is completed as described above, the documents shall be delivered to the Department of Facilities & Support Services, Division of Real Properties for processing. The Division of Real Properties will assign appropriate identification numbers to each Lease Agreement and obtain additional signatures from the Office of General Counsel, and the Secretary, Finance and Administration Cabinet. The original Lease Agreements will be maintained by the Division of Real Properties and executed copies will be provided to the property owner and the Transportation Cabinet. Please note that this does not preclude the Transportation Cabinet from immediately utilizing selected sites provided that the associated Lease Agreement designates a specific start date within the agreement.
4. Any Lease Agreement with an estimated or actual annual cost equal to or exceeding \$100,000 must be submitted to the Finance and Administration Cabinet for approval prior to execution of the Lease Agreement and prior to use of the property secured by same. The Finance & Administration Cabinet specifically exempts authority to negotiate for or otherwise initiate any Lease Agreement providing for an annual rental cost equal to or exceeding \$100,000 from the specific written authority otherwise provided via this document.
5. Any Lease Agreement providing for use of a site partially or fully located outside the boundaries of the Commonwealth must be submitted to the Finance and Administration Cabinet for approval prior to execution of the Lease Agreement and prior to use of the property secured by same. The Finance & Administration Cabinet specifically exempts authority to negotiate for or otherwise initiate any Lease Agreement providing for use of a site partially or fully located outside the boundaries of the Commonwealth from the specific written authority otherwise provided via this document.

The Department for Facilities & Support Services would like to recognize the tremendous efforts of the Transportation Cabinet relative to restoring public safety on the roadways of the Commonwealth. Appropriate staff within the Department for Facilities & Support Services will remain available to provide immediate assistance with this effort as necessary. Should you have questions, require additional information, or require further assistance, please contact the Department for Facilities & Support Services, Division of Real Properties.



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

**ANDY BESHEAR**  
Governor

**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

**SAM RUTH**  
Commissioner

**SCOTT AUBREY**  
Director

**MEMORANDUM**

**TO:** Katherine Halloran, Committee Staff Administrator  
Capital Projects and Bond Oversight Committee

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

**DATE:** May 4, 2021

**SUBJECT:** PR-5667, Rockcastle County  
Transportation Cabinet  
Emergency Lease

As outlined, attached please find notification of a lease agreement being processed by the Division's Leased Properties Branch.

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

BSH/bh  
Attachment

Cc: Capital Construction Log  
OSBD  
PR-5667 File  
BSH



**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**

**EMERGENCY LEASE AGREEMENT**

**KRS 56.823(5)/KRS 56.823(11)(b)**

Lease No.: <b>PR-5667</b>		County: <b>Rockcastle</b>	
Using Agency: <b>Transportation Cabinet</b>			
LESSOR (identify all parties having 5% or more ownership); Attach extra sheet if necessary		<b>Dennis Clark</b>	
Property Location: <b>9188 Climax Road, Mt. Vernon, KY</b>			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: <b>Ice Storm Debris Storage</b>		Cost Per Square Foot: <b>\$500.00 per acre per month</b>	
Annual Rental Cost: <b>\$12,000.00</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$N/A No Comparable Lease Agreements</b>	
Utilities Included: <input type="checkbox"/> Yes <input type="checkbox"/> No (N/A)			
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>April 14, 2021</b>		Expiration Date: <b>To be determined</b>	
Justification for Lease: <b>Please see attached</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 (see attached approval memo and modification): <b>Please see attached</b>			

## 2021 ICE STORM DEBRIS STORAGE LEASE AGREEMENT

WHEREAS, the COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, pursuant to KRS 177.020(7), by and through its Commissioner of Highways, hereinafter DEPARTMENT, is required to maintain and repair state maintained highways within the Commonwealth, and DENNIS CLARK, hereinafter OWNER, is the owner of approximately 2 acres of vacant land located at 9188 Climax Road, Mt Vernon, Rockcastle County Kentucky, 40456; and

WHEREAS, the 2021 Ice Storm has created the need for extensive cleanup of ice storm related vegetative debris from state and county-maintained right-of-way within Rockcastle County;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

This Lease Agreement is made this 14th day of April 2021, by and between Dennis Clark, 9188 Climax Road, Mt Vernon, Rockcastle County, Kentucky 40456 as Lessor, and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, 200 Mero Street, Frankfort, Kentucky as Lessee.

1. The DEPARTMENT does hereby lease approximately 2 acres of land from the OWNER at the OWNER'S address of 9188 Climax Road, Mt Vernon, Rockcastle County Kentucky, 40456, and as depicted on the drawing attached hereto as Exhibit A, for the purpose of storing 2021 Ice Storm tree and brush debris until such time as removal of such materials by the DEPARTMENT is effectuated. The DEPARTMENT shall have full control of said leased space and, to any extent required under the aforesaid Contract, is hereby granted a temporary easement in and to said leased space.
2. The term of this lease shall be month to month commencing on the 14th day of April 2021, but shall run from this date until such time as said materials are removed by the DEPARTMENT. The DEPARTMENT shall give thirty (30) days written notice of termination of the lease to OWNER.
3. The only debris to be received at this location will be tree and brush debris collected as a result of ice storm damage from highway right-of-way through the county wide storm debris removal contract.
4. The OWNER agrees to indemnify and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any and all damages, suits, actions and/or claims of any nature made by any person, entity, agency or party specifically including but not limited to those claims resulting from actions of the OWNER or any of its agents, guests, or invitees of whatsoever nature.
5. The DEPARTMENT agrees to remove all debris and return said land to its original condition including any necessary grading and vegetative cover/damage repair.
6. The sole consideration for this Lease Agreement is the payment of \$500 per month per acre by the DEPARTMENT to the OWNER and no cash or other payment shall be required of or made by the DEPARTMENT to the OWNER.



# Emergency Approval for Storm Debris Stockpile Staging and Management Area

**Site Name: KY 1912 Climax Rd. Storm Debris Site**

**Address: KY 1912 Climax Rd, Climax, KY 40456**

**County: Rockcastle**

**Site Location (Lat/Long): N37.463500  
W084.225147**

**Responsible Party Name: KYTC District 8**

**Contact Name and Phone Number: Jami West (606) 677-3540**

Representatives from Division of Waste Management have visited the above named site and approved the site for the purposes of stockpiling and/or burning of natural wood and vegetative debris generated from the severe storms of February 2021. This approval may be associated with the following FEMA declaration number [Click here to enter text.\(if applicable\)](#).

Any approval is valid for a period of six months from the dated signature below. Any requests for time extensions will be managed on a case-by-case basis.

Attached to this approval is a list of storage and disposal recommendations.

DAQ Representative:

Date:

DWM Representative: Chase Whitis, London Regional Office

Date: 04/05/2021



**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:** Holly M. Johnson, Secretary  
Finance and Administration Cabinet

**FROM:** Scott Aubrey, Director *SA*  
Division of Real Properties

**DATE:** May 3, 2021

**SUBJECT:** PR-5667, Rockcastle County  
Transportation Cabinet

The Kentucky Transportation Cabinet has submitted the attached lease agreement for execution pursuant to KRS 56.805 (3)(e) and the limited authority delegated to the Transportation Cabinet pursuant to KRS 56.814(1) to identify and promptly secure temporary storm debris storage sites. The sites are used for temporary storage of debris resulting from the February 2021 ice storm pending reduction or destruction of the collected material. Capital Projects & Bond Oversight Committee reporting is required within thirty days of execution pursuant to KRS 56.823(5). The subject lease agreement provides for the use of 2 acres of land at a cost of \$500.00 per acre per month (\$12,000.00 annually) effective April 14, 2021 and your approval is recommended to facilitate ice storm recovery activities.

Should you require additional information, please advise.

JSA/BSH/bh  
Attachment

**RECOMMENDED:** \_\_\_\_\_

  
Sam Ruth, Commissioner  
Dept. for Facilities & Support Services



COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
transportation.ky.gov

Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

March 4, 2021

Holly M. Johnson, Secretary  
Finance and Administration Cabinet  
Room 383, Capitol Annex  
Frankfort, KY 40601

Dear Secretary Johnson:

The Transportation Cabinet is requesting that an emergency declaration, under the provision of KRS 56.805, Section 3(e), be issued for the Commonwealth of Kentucky pursuant to the Governor's State of Emergency Declaration (attached).

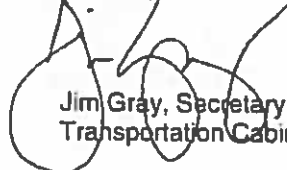
Beginning February 8, 2021 several counties in Kentucky, along with several other states, were hit with a punishing ice storm. In addition to the power outages and other damage created by this storm, the storm left most public streets and roads in these counties littered and/or blocked by trees and limbs. Transportation Cabinet crews and contractors worked continuously for several days to reopen the roads. However, much of the debris still exists and in several places it is still blocking parts of roads or is immediately adjacent to the roadway.

The staff of both of our Cabinets has been working with local governments to establish contracts for the removal of this debris. However, several of the counties do not have approved areas to collect the debris and stage the destruction/reduction of the material. Leases with private land owners are reimbursable expenses through FEMA for this disaster as long as reasonable rates are arranged.

The Transportation Cabinet is using established and approved waste areas wherever possible. However, we need to make other arrangements in the counties that do not have in-place arrangements. Time is of the essence to restore public safety on our roadways and the lack of appropriate sites is preventing our contractors and our state forces from completing this mission.

Please contact Tracy Nowaczyk, Director of Maintenance, for any questions or additional information at [tracy.nowaczyk@ky.gov](mailto:tracy.nowaczyk@ky.gov).

Cordially,



Jim Gray, Secretary  
Transportation Cabinet



ANDY BESHEAR  
GOVERNOR

EXECUTIVE ORDER

Secretary of State  
Frankfort  
Kentucky

2021-093  
February 11, 2021

STATE OF EMERGENCY

WHEREAS, beginning on February 8, 2021, and continuing, a severe weather system generating damaging ice, snow, and arctic temperatures tracked across the entire Commonwealth, causing dangerous road conditions, significant amounts of vegetative debris, disruption of electrical distribution, and interruption of water systems resulting in severe impacts to transportation, infrastructure, governmental properties, and private properties; and

WHEREAS, these conditions endanger public health and safety and/or public and private property; and

WHEREAS, state and local governments share responsibility for protection of public health, safety, and security as well as for the protection of public and private property and for taking appropriate actions to ensure the provision of essential public services;

NOW, THEREFORE, I, Andy Beshear, Governor of the Commonwealth of Kentucky, by virtue of the authority vested in me by the Kentucky Constitution and by Chapter 39A of the Kentucky Revised Statutes, do hereby declare that a State of Emergency exists in the Commonwealth of Kentucky and do hereby Order and Direct that:

1. The Division of Emergency Management within the Department of Military Affairs shall execute the Kentucky Emergency Operations Plan and, from the Kentucky Emergency Operations Center, shall coordinate the response and relief activities of all state agencies and private relief organizations in response to this emergency.
2. The Adjutant General is authorized to issue active duty orders for the mobilization of such National Guard personnel and equipment as he may determine to protect life and safety, to continue essential public services and to prevent undue loss and suffering.
3. All state agencies shall coordinate any and all public and emergency information and/or activities/releases related to this emergency and the response efforts of state agencies with the Division of Emergency Management.
4. All state agencies shall provide sufficient personnel required for the staffing of the Kentucky Emergency Operations Center or other command, control, and coordination points as may be designated by the Division of Emergency Management's Director and shall provide such personnel, vehicles, equipment, and other resources needed to protect life and property and to ensure continuation, restoration and recovery of essential public services.
5. The Finance and Administration Cabinet is directed to provide assistance with incident/disaster resource management, procurements and contracting and to fund the urgent operational and/or response of the Division of Emergency Management and the unbudgeted expenditures and obligations of other state agencies that are



ANDY BESHEAR  
GOVERNOR

EXECUTIVE ORDER

Secretary of State  
Frankfort  
Kentucky

2021-093  
February 11, 2021

incurred in response to and recovery from this emergency incident and in executing the provisions of this Executive Order.

6. The Division of Emergency Management is authorized to request assistance, federal, state, local, private sector, volunteer, and donated resources as may be available to minimize human suffering and to restore essential services to the general population and to assist state and local governments and individuals impacted by this emergency.
7. The Division of Emergency Management shall consult with the American National Red Cross and local officials to determine the need for emergency shelters for displaced families and shall coordinate with local government, school boards, and other organizations to determine the availability of schools and other facilities to be used as shelters during this emergency.
8. Transportation on and access to any and all public roadways in the affected area may be restricted or prohibited in the interest of public health and safety.

This order is effective February 11, 2021.

A handwritten signature in black ink that reads "Andy Beshear".

ANDY BESHEAR, Governor  
Commonwealth of Kentucky

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MICHAEL G. ADAMS  
Secretary of State





ANDY BESHEAR  
GOVERNOR


COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES  
403 WAPPING STREET  
FRANKFORT, KY 40601-3462  
(502) 564-0402  
FAX NO. (502) 564-0569  
Sam.ruth@ky.gov

HOLLY M. JOHNSON  
SECRETARY

SAM RUTH  
COMMISSIONER

MEMORANDUM

TO: Jim Gray, Secretary  
Transportation Cabinet

FROM: Sam Ruth, Commissioner   
Finance and Administration Cabinet  
Dept. for Facilities & Support Services

DATE: March 29, 2021

SUBJECT: Emergency Lease Agreement  
Authorization (KRS 56.805(3)(e))  
Limited Delegated Authority (KRS 56.814(1))  
Temporary Storm Debris Storage Sites

Please be advised that we are in receipt of your request for Emergency Certification(s) pursuant to applicable provisions of KRS 56.805(3)(e) relative to Lease Agreements necessary to secure suitable sites for the temporary storage of storm debris as otherwise authorized under the provision of Executive Order 2021-093.

In accordance with KRS 56.814(1), please be advised that the Department recognizes that the appropriate source of expertise relative to the identification of suitable sites for temporary debris storage rests with the Transportation Cabinet and those designated Transportation Cabinet employees engaged in the removal of said debris. Accordingly, we are taking the extraordinary action of providing the Transportation Cabinet and those employees you so designated with limited and specific written authorization to act on behalf of the Finance and Administration Cabinet relative to those Lease Agreements necessary to facilitate the expeditious removal of storm debris. This authorization is subject to the following specific conditions:

1. The scope of authority is limited to those actions necessary to identify necessary and suitable sites for the temporary storage of storm debris; to negotiate with owners or persons authorized to represent the owners of identified sites relative to reasonable compensation for use of same; and, to initiate processing of the Lease Agreements subject to additional restrictions as defined herein.
2. All Lease Agreements shall be documented by use of the form agreement developed by the Transportation Cabinet and approved by the Finance & Administration Cabinet. Any agreements deviating from the approved form must be submitted to the Finance and Administration Cabinet for approval prior to execution of the agreement and prior to use of any property secured via a modified agreement.

Correspondence to: Jim Gray, Secretary  
Emergency Lease Agreement Authorization  
Limited Delegated Authority  
Temporary Storm Debris Storage Sites  
March 29, 2021  
Page Two

3. The Transportation Cabinet shall be responsible for obtaining all necessary information to complete each Lease Agreement form package, including information relative to the ownership of the property, terms of each Lease Agreement, and appropriate signatures from the Lessor, Transportation Cabinet and the Energy and Environment Cabinet if or as applicable. Once each Lease Agreement is completed as described above, the documents shall be delivered to the Department of Facilities & Support Services, Division of Real Properties for processing. The Division of Real Properties will assign appropriate identification numbers to each Lease Agreement and obtain additional signatures from the Office of General Counsel, and the Secretary, Finance and Administration Cabinet. The original Lease Agreements will be maintained by the Division of Real Properties and executed copies will be provided to the property owner and the Transportation Cabinet. Please note that this does not preclude the Transportation Cabinet from immediately utilizing selected sites provided that the associated Lease Agreement designates a specific start date within the agreement.
4. Any Lease Agreement with an estimated or actual annual cost equal to or exceeding \$100,000 must be submitted to the Finance and Administration Cabinet for approval prior to execution of the Lease Agreement and prior to use of the property secured by same. The Finance & Administration Cabinet specifically exempts authority to negotiate for or otherwise initiate any Lease Agreement providing for an annual rental cost equal to or exceeding \$100,000 from the specific written authority otherwise provided via this document.
5. Any Lease Agreement providing for use of a site partially or fully located outside the boundaries of the Commonwealth must be submitted to the Finance and Administration Cabinet for approval prior to execution of the Lease Agreement and prior to use of the property secured by same. The Finance & Administration Cabinet specifically exempts authority to negotiate for or otherwise initiate any Lease Agreement providing for use of a site partially or fully located outside the boundaries of the Commonwealth from the specific written authority otherwise provided via this document.

The Department for Facilities & Support Services would like to recognize the tremendous efforts of the Transportation Cabinet relative to restoring public safety on the roadways of the Commonwealth. Appropriate staff within the Department for Facilities & Support Services will remain available to provide immediate assistance with this effort as necessary. Should you have questions, require additional information, or require further assistance, please contact the Department for Facilities & Support Services, Division of Real Properties.



**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:** April 21, 2021

**SUBJECT:** PR-5570, Boyd County  
Transportation Cabinet

As outlined, attached please find notification of a lease modification reflecting an increase in the area under lease and the amortization of monies that is being processed by the Leased Properties Branch:

PR-5570, Boyd County

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

BSH/BGR/br

**Cc:** Capital Construction Log  
OSBD  
PR-5570 File  
BSH

Attachment

**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE  
LEASE MODIFICATION AMORTIZATION**

Date Posted in 30-Day Register: April 19, 2021	
Lease No.: <b>PR-5570</b>	County: <b>Boyd</b>
Using Agency: <b>Transportation Cabinet</b>	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	<b>Boyd County Fiscal Court</b>
Property Location: <b>2900 Louisa Street, Catlettsburg KY</b>	
<b>Existing Rental Terms</b>	
Type Space: <b>Office</b>	Square Feet: <b>1,266</b>
Annual Payment: <b>\$20,256.00</b>	Contract Expiration: <b>June 30, 2026</b>
<b>Modified Rental Terms</b>	
Type Space: <b>Office</b>	Square Feet: <b>2,847</b>
Annual Payment: <b>\$45,552.00</b>	New Contract Expiration: <b>June 30, 2026</b>
Total Cost to be Amortized: <b>\$49,904.04</b>	
Projected Period of Amortization: <b>April 1, 2021 Through: June 30, 2026</b>	
Reason for Modification (see attached approval memo and modification): <b>Please see attached.</b>	
Estimate Details (see attached copies):	
1. \$68,411.00 from CTB Incorporated	
2. \$82,093.00 from Boyd County Fiscal Court	

**COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT**

LESSOR	Boyd County Fiscal Court	PR NUMBER, COUNTY	PR-5570, Boyd County
	ADDRESS	PO Box 423 Cattlettsburg KY 41129	VEHICLE NUMBER
AGENCY/DEPARTMENT			Transportation Cabinet
DIVISION			Division of Drivers Licensing
DATE			September 25, 2020
BUILDING CODE			01744001

1. Lease Agreement number PR-5570, Boyd County dated October 14, 2019, is hereby modified as set forth in Paragraph 2.

2. This Lease is modified as follows:

- To increase the leased space by 1,581 square feet, from 1,268 square feet to 2,847 square feet; at the same terms and conditions as reflected in the existing lease, resulting in an annual increase of \$25,298.00 from \$20,256.00 to \$45,552.00.
- To increase the leased parking spaces by 16; from 4 spaces to 20 spaces.
- To amortize \$49,904.03 in leasehold improvement expenses, per estimate submitted by CTB Incorporated, same attached and incorporated herein by reference.
- The effective date will be established by signature of the Director, Division of Real Properties in this paragraph once verification is received that all renovations have been satisfactorily completed. The effective date for the amortization described in item # 3 is further defined as the first day of the month following the effective date established for item #'s 1-2 modification unless that date is otherwise the first day of a month.
- All other terms and conditions of the lease remain unchanged.
- The Lessor is required to sign this document and return all copies for further processing.

5. The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved, and if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally enabled 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.

*Joe Bishop* 11-5-20  
 STATE LEASING AGENCY REPRESENTATIVE Date

*Eric Clay* 10-29-20  
 LESSOR Date

*Robert P. O'Dell* 11/5/2020  
 ANALYST LEASING BRANCH DIVISION OF REAL PROPERTIES Date

*Robert M. D...* 11/06/2020  
 ATTORNEY, FINANCE & ADMINISTRATION CABINET Date

*Eric L. H...* 06NOV2020  
 MANAGER LEASING BRANCH DIVISION OF REAL PROPERTIES Date

*Scott A...*  
 DIRECTOR DIVISION OF REAL PROPERTIES

*Keely M. Connor* 11/6/2020  
 SECRETARY, FINANCE & ADMINISTRATION CABINET Date

APPROVED THIS 1st DAY OF April 20 21

All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Bush Building 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-7205

REAL PROPERTIES  
 INVENTORY SECTION

ORIGINAL



**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:** Holly M. Johnson, Secretary  
Finance and Administration Cabinet

**FROM:** Scott Aubrey, Director SA  
Division of Real Properties

**DATE:** November 5, 2020

**SUBJECT:** PR-5570, Boyd County  
Transportation Cabinet

The Transportation Cabinet currently occupies 1,266 square feet of space leased at a rental rate of \$16.00 per square foot (\$20,256.00 annually), including utilities and janitorial services, with a term expiring June 30, 2026. The Boyd County Fiscal Court renovated the current leased premises last year and the Cabinet occupied the space on October 14, 2019. The Cabinet recently submitted a request to obtain supplemental and/or replacement space to accommodate implementation of the Real ID Act, same indicating a need for approximately 2,548 square feet. It should be noted that our space allocations are based on the employee classification and count; however, the Cabinet will utilize specially designed license issuance workstations. Space planning considerations relative to efficient functionality are therefore expected to result in square footage deviations that would warrant additional review in regular lease projects. We are noting the deviation herein in lieu of attempting to define a workstation specific space standard that will vary based on the actual dimensions of each proposed property.

Sufficient space to accommodate the proposed expansion is available in the current facility, and subsequent to review of the plans and specifications for the expansion, the fiscal court consented to lease the additional space at the same terms applied to the current lease agreement provided that the Cabinet absorb 73 percent (i.e., \$49,940.03) of the build out cost of \$68,411.00. Pursuant to applicable provisions of KRS 56.813(2), the fiscal court provided two estimates for the aforementioned renovations as follows: \$ 82,093.00 from the Boyd County Fiscal Court and \$68,411.00 from CTB Incorporated. The Transportation Cabinet has recommended acceptance of the low bid from CTB Incorporated and agreed to absorb the renovation expenses based on the fact that the fiscal court has maintained current rental rates for approximately fourteen years. In accordance with the provisions of KRS 56.805(2) and KRS 56.813(2) as applicable, the attached lease modification agreement therefore provides for the following:

Memo to: Holly M. Johnson, Secretary  
PR-5570, Boyd County  
Transportation Cabinet  
November 5, 2020  
Page Two

1. An increase of 1,581 square feet in the area under lease; from 1,266 square feet to 2,847 square feet, and for the corresponding increase of \$25,296.00 in the annual rental cost; from \$20,256.00 to \$45,552.00.
2. An increase of 16 in the number of parking spaces under lease; from 4 spaces to 20 spaces, at no additional cost to the Cabinet.
3. The amortization of \$49,940.03 in renovation expenses per estimates of \$68,411.00 submitted by CTB Incorporated.

The anticipated amortization period of sixty-six (66) months results in estimated annual amortization costs of \$9,080.04 and a total annual estimated annual lease cost of \$54,632.04. This results in an effective rental rate of \$19.19 per square foot and adjustments for the inclusion of utilities and janitorial services results in a final effective base rental rate of \$16.24 per square foot. Capital Projects and Bond Oversight Committee reporting is required for the proposed amortization and the square footage increase as specified under KRS 56.823. Your approval of the attached lease agreement modification is recommended to secure suitable supplemental space as requested by the Transportation Cabinet.

Should you require additional information, please advise.

JSA/BSH/BGR/br  
Attachment

**RECOMMENDED:**



\_\_\_\_\_  
Sam Ruth, Commissioner  
Dept. for Facilities & Support Services



Date: September 2, 2020

## Proposal

To: Boyd County Fiscal Court  
Att: Justin Pruitt  
Re: Annex Area – DOT Renovation

We propose to furnish all the necessary labor, materials ( unless otherwise noted ), equipment and supervision to perform the following scope of work as discussed and described herein:

Scope: To modify the existing framing and finishes in the area as per the following breakdown of scope.

### General Requirements:

1. We will furnish all the necessary supervision, site coordination of sub contractors, temporary construction facilities, daily cleanup, layout, final sweeping of the renovated area.
2. Includes layout of the work, location of new partitions, wall areas to demo.
3. Includes all costs of insurances, builders risk, etc.
4. Building Permit, if any required by the City or the State, is to be furnished by the Owner. Does not include any provision for Architectural drawings, fees, or review by the State.

### Site work:

1. General clean up of the work areas to be by the Owner, which would include removal of furniture, fixtures, and previous construction materials from the work area.
2. Includes the removal of the existing partition drywall and framing located in the corridor, adjacent to the restrooms, opening up that area of access to the enlarged floor plan area.
3. Includes the demolition of the existing framing and drywall to install a new door into the proposed new rest room off the conference room.
4. There is an existing wall separating the DOT clerk's area from the public at present, which runs all the way down to the wall coming off the conference room at the bottom of the drawing. This wall lines up with a existing column line. We will remove this wall partially, to just below the existing ceiling height, so as to retain the existing ceiling heights in the adjacent areas. Drywall to be finished, wrapping the bottom of the new bulkhead.



5. In the proposed reception area, there is an existing wall which extends longitudinally thru the old courtroom area. This wall will completely demo and be removed.
6. The existing wall and door opening at the existing office in the plan upper left corner will be removed and re-constructed.
7. We have included the removal of the existing floor covering in the reception area, conference room, office areas and copy area.

Concrete:

1. Includes the patching of the existing floor in the new rest room area.

Carpentry:

1. Include the interior wall blocking for the toilet accessories in the new rest room.

Thermal / Moisture Protection:

1. Includes the installation of R-11, unfaced, sound attenuation insulation in the walls of the new rest room, and the ( 2 ) new framed offices.
2. Also includes acoustical caulking in the wall plates of the new offices.

Doors, Frames, Finish Hardware:

1. Includes ( 3 ) new hollow metal door frames, ( 1 ) each at the two new offices, and ( 1 ) at the new rest room off the conference room.
2. The new hollow metal frames will receive ( 3 ) new birch or oak doors.
3. Finish hardware for the ( 2 ) offices will be a keyed lockset, and 1 ½ pair of 4 ½" butt hinges. Rest room door will have a privacy lockset, and 1 ½ pair of butt hinges. There are no door closures.

Finishes:

1. There is no framing for the service counters, in the front copy area or the reception area.
2. We will have to install a new wall in the rest room to conceal the exposed plumbing in that area. Interior of rest room to receive 5/8" MMR drywall on the walls, finished and painted. Walls will insulate for sound control.
3. Offices will have 3 5/8" x 20 gauge steel stud walls, covered with 5/8" drywall, finished, sanded and painted ( 2 ) coats. Walls will insulate for sound control.
4. There are ( 3 ) new doors and frames to be painted. By our count there are ( 6 ) other existing doors and frames to be painted.
5. We will be painting the existing walls in the Copy area, by the offices, the corridor in front of that area, the reception area, the adjacent copy area, the conference room, and the break room.
6. We will install carpet tile in the ( 2 ) new offices, and the Conference room.

7. The Breakroom, common area adjacent, Copy area, Reception, and the Copy area adjacent to that area, will all receive VCT flooring. It will be stripped and waxed.
8. We have allowed 580 l.f. of new 4" rubber cove base on the walls.
9. Acoustical ceilings will be reworked in the office areas for the new walls.
10. Acoustical ceiling in the Conference room will be removed and lowered to 8'. New grid and pads to be installed. The old pads will be used to patch in areas where there is no new ceiling.
11. High ceiling in the front reception / copy area will be repaired, but not replaced.

Specialties:

1. The rest room will receive the following specialties: ( 1 ) 18" grab bar, ( 1 ) 36" grab bar, ( 1 ) 42" grab bar, ( 1 ) 18" x 36" mirror, ( 1 ) double roll toilet paper holder.
2. Includes ( 1 ) new unisex rest room sign for the new rest room.

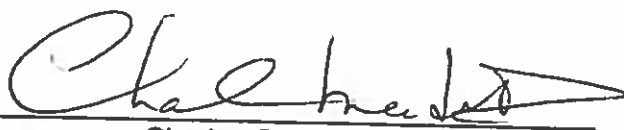
Mechanical:

1. Plumbing – includes the installation of ( 1 ) new floor mounted water closet, and ( 1 ) wall mounted lavatory.  
- includes the necessary supply, sanitary, and vent piping for the plumbing fixtures.
2. HVAC – we will extend the drops on the supply and returns from the existing ceiling height down to the new height, and position new diffusers where needed in the dropped ceiling.
3. Fire Protection – Sprinkler heads in the Conference room will be lowered to the new ceiling elevation. This will require the system to be drained down and refilled.

Electrical:

1. The existing light fixtures in the ceilings will not be replaced under this quotation.
2. We will be installing ( 12 ) new duplex receptacles and related circuitry to the locations as noted in "RED" on the floor plan.

All the above, for the total sum of .....\$ 68,411.00

x   
 \_\_\_\_\_  
 Charles C. Meade II



# BOYD COUNTY FISCAL COURT



ERIC CHANEY, Judge Executive

KEITH WATTS  
County Commissioner  
District 1

LARRY D. BROWN  
County Commissioner  
District 2

RANDY STAPLETON  
County Commissioner  
District 3

## Proposal

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

Attn: Bias Redding

Re: Annex Area- DOT Renovation PR-5570

Scope: To renovate and expand office space.

### Sitework:

1. Removing walls to expand floor space.
2. Renovating new proposed bathroom, adding a door and new framing.
3. All new walls will be drywalled and painted.
4. Existing wall and door in entrance of current office will be removed and re constructed.
5. Removing and replacing all floor coverings.
6. Patching floor with concrete in existing floor of new restroom.
7. Installing insulation in new constructed walls.
8. Replacing and adding doors as needed.
9. All existing walls will be repainted to match.
10. New plumbing work for new restroom.
11. New HVAC Drops in additional space.
12. Sprinkler heads will be lowered to new ceiling height in current conference room.
13. Existing light fixtures will not be replaced.

All the above, for total sum of \$82,093.00