

FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

ANDY BESHEAR

Governor

Division of Real Properties Bush Building, 3rd Floor 403 Wapping Street Frankfort, Kentucky 40601 (502) 564-2205

Fax: (502) 564-8108

HOLLY M. JOHNSON

SCOTT AUBREY

Director

Secretary

SAM RUTH

TO:

Commissioner

MEMORANDUM

Katherine Halloran, Committee Staff Administrator

Capital Projects and Bond Oversight Committee

FROM: Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE: November 5, 2021

SUBJECT: PR-5181, Fayette County

Department for Workforce Investment Annual Rental Exceeding \$100,000.00

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

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

BSH/bh Attachment

CC: Capital Construction Log

OSBD

PR-5181 File



Lease No.: PR-5181	ease No.: PR-5181 Cour		ayette	
Using Agency: Department for Workforce Investment				
		iell & Crave	ens LLC	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary				
Property Location: 333 Waller Avenue, Lexington, KY				
Check One: New Lease Ren	ewal	Modi:	fication	
Type Space: Office		Cost Per S	Square Foot: \$16.50	
Annual Rental Cost: \$189,964.52		Average Cost Per Square Foot of Leased-In Space in County: \$14.96		
Utilities Included: X Yes No				
Cancellation Clause: Yes If yes, explain term	s: 30 D	Days	☐ No If no, explain why not:	
Effective Date: July 1, 2022		Expiration Date: June 30, 2024		
Justification for Lease: Lease renewal				
Has the Finance & Administration Cabinet If no, explain:	t comp	lied with st	atutory requirements: X Yes No	
Explain why the Finance & Administration	n Cabii	net chose th	is lessor: Lease renewal	

1. Subject to the limitations imposed by law and the terms set to this partial (of their representatives), the following describe BICKNELL & CRAVENS LLC 1691 WINCHESTER RD, SUITE 181 the same terms and conditions for further periods of twelve (1 choice on the appropriate line):	orth in the original Lease Agreement, and se designated below by signature of Lease Agreement by and between WORKFORCE LIVESTRENT and 197 LEXINGTON KY 40504-4614 by multisi agreement, is hereby renewed 12) months not to extend beyond June 30 (please shack and initial your
2023	
The annual base rentel rate shall remain \$ 18,60 per annuary for	2029 2030 ot for 11,513 equipe feet for office space.
LEASE NUMBER: PR05181	LOCATION:
COUNTY: FAYETTE	333 WALLER AVENUE LEXINGTON KY 40504
ADDENDUM ATTACHED: NO (Lessor mus	it sign Addendum if altached)
	ng, or upon any change of transfer of ownership involving live percent (\$%) or more glant or limited perform. Non-compliance may rebuil in tempiration of the Lange
 The Labeld: acknowledges that the property may be inspected by it comply with an applicable plantante (tips actory and ADA accessibility). 	na Division of Building Codes Enforcement and/or the State Fire Marshell and must My):
4. The contractor, as defined in ICRS 48A.030 (0) spraise that the accounts, and the Laghighte Research Commission, or indig displaying adds a part of the contractor of th	equacting agency. The Finance and Administration Cabinet, the Auditor of Public attituded especialistives, what have access to any tipoles, documents, papare, entired for, the purpose of impacted and to program review. Rescorts and other hid process shall may be described as abhairs partition, by the Admirable and shall be refer at a recognitist that any tipole, documents, papares, reducts, or diger systematics are accounted as a 1.270 to 6.61.894. In this provided of pipules, in the feminesty Open Records Act, KRS 91.270 to 6.61.894. In this provided of pipules, of the Auditor of Public Accounts giver documents that are eligible for production, in accordance with Recentary's Order 11-004.
5. Tria Lessor cardies by his signshure hereinsher educed that the ith partnership, comparation, business trust or other organization is link untilled to other into contracts with the Commissionestin of Kantind conflict of idenset actions (RRS 48A.33046A.340 of idenset actions (RRS 48A.33046A.340 of idenset actions of the Lakis, or will he peaked that he present that he has not knowingly violated any providing of this campbign is Aglesman, he will not be to violated any providing interpolation in the campbign in t	pp' is opinitured to mean "they" if more than, only person in involved; and, if a firm, sived, than "he" is construed to mean any person with an intridet theoring is legally by and that by holding and personned this contract will not be violeting either any the Edificiality Rianch Code of Elifer, Kris Chapter 11A, or any other applicable any unlarged begind of gain directly or implicitly than it. The Leaser in their contridet names have true the Commonwealth, and that by entering this this Lease Modification of the Commonwealth.
Annual Amount \$ 189,964,82	The state of the s
2	LEBSOR
Commonwell of Kentucky - TENSING AGENCY PEPHERENTATIVE	BS9-983-9062 LESSORS CURRENT PRONE NUMBER
ATTORNEY, FINANCE & ADMINISTRATION CARINET	NEW ADDRESS Only if the above address in incornect
SECRETARY, FUNANCE & ADJUNISTRATION CABINET	

All consumments and bracking regarded at Landa Middlestyn Agresment are to be described to the Division of Real Properties, Suite 250, 401 Washing Street, Frankfed.

Herbury 40001-2607, planta 602:364-330.



FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

ANDY BESHEAR Governor

Division of Real Properties Bush Building, 3rd Floor **403 Wapping Street** Frankfort, Kentucky 40601 (502) 564-2205

HOLLY M. JOHNSON Secretary

SAM RUTH Commissioner <u>MEMORANDU</u> M Fax: (502) 564-8108

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:

October 21, 2021

SUBJECT:

PR-4817, Franklin County

Commonwealth Office of Technology 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-4817 File



Lease No.: PR-4817		County: Franklin	
Using Agency: Commonwealth Office of	f Tech:	nology	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Twin Oaks Circle LLC		
Property Location: 101 Twin Oaks Circle, Frankfort, KY			
Check One: New Lease Ren	ewal	☐ Modification	
Type Space: Office/Warehouse		Cost Per Square Foot; \$8.07/\$6.00	
Av		Average Cost Per Square Foot of Leased-In Space in County: \$6.56/\$1.51	
Utilities Included: Yes No			
Cancellation Clause: Yes If yes, explain terms	s: 30 C	Days If no, explain why not:	
Effective Date: July 1, 2022		Expiration Date: June 30, 2027	
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet If no, explain:	t comp	lied with statutory requirements: X Yes	No No
Explain why the Finance & Administration	n Cabii	net chose this lessor: Lease renewal	

of the parties (or their representatives), the following de and TWIN OAKS CIRCLE LLC 103 TWIN OAKS CIRC	escribed Lease Agreement by and between Commonwealth Office of Technology CLE, NUMBER 2 FRANKFORT KY 40601 by mutual agreement, is hereby renewed twelve (12) months not to extend beyond June 30 (please <u>check</u> and <u>initial</u> your
2023 2024	2025 2026
2027 2028	
The annual base rental rate shall remain \$ 8.07 per so 9,096 square feet for storage space.	quare foot for 6,109 square feet for office space and \$6.00 per square foot for
LEASE NUMBER: PR04817	LOCATION:
COUNTY: FRANKLIN	101 TWIN OAKS CIRCLE FRANKFORT KY 40601
ADDENDUM ATTACHED: NO (Less	sor must sign Addendum if attached)
 th stock, in partnership, in business trust, or in corporatio Agreement. The Lessor acknowledges that his property may be inspectionable with all applicable standards (life safety and ADA). The contractor, as defined in KRS 45A.030 (9) agrees Accounts, and the Legislative Research Commission, or records, or other evidence, which are directly pertinent prequalification information confidentially disclosed as prexempt from disclosure as provided in KRS 61.878(1)(c). received during a financial audit or program review shall between the contractor and the contracting agency, Atton and review, the Finance and Administration Cabinet shall. The Lessor certifies by his signature hereinafter affixed partnership, corporation, business trust or other organiza entitled to enter into contracts with the Commonwealth conflict of interest statute (KRS 45A.330 - 45A.340 or 45 statute or principle by the performance of this Lease, or with the commonwealth conflict of interest statute (KRS 45A.330 - 45A.340 or 45 statute or principle by the performance of this Lease, or with the commonwealth conflict of interest statute (KRS 45A.330 - 45A.340 or 45 statute or principle by the performance of this Lease, or with the commonwealth conflict of interest statute (KRS 45A.330 - 45A.340 or 45 statute or principle by the performance of this Lease, or with the commonwealth conflict of interest statute. 	that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public reference to the contract for the purpose of financial audit or program review. Records and other part of the bid process shall not be deemed as directly pertinent to the contract and shall be the contract and shall be the contract are also recognizes that any books, documents, papers, records, or other evidence, be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute mey General, or the Auditor of Public Accounts over documents that are eligible for production review the dispute and issue a determination, in accordance with Secretary's Order 11-004. That he ("he" is construed to mean "they" if more than one person in involved; and, if a firm, ation is involved, then "he" is construed to mean any person with an interest therein) is legally of Kentucky and that by holding and performing this contract will not be violating either any 5A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable ill he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies tampaign finance law of the Commonwealth, and that by entering into this Lease Modification.
	LESSOR (1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Commonwealth of Kentucky - LEASING AGENCY REPRESEN ATTORNEY, FINANCE & ADMINISTRATION CABINET	NEW ADDRESS Only if the above address is incorrect



FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

ANDY BESHEAR

Governor

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

HOLLY M. JOHNSON Secretary

SCOTT AUBREY Director

SAM RUTH

Commissioner

<u>MEMORANDUM</u>

Katherine Halloran, Committee Staff Administrator TO:

Capital Projects and Bond Oversight Committee

FROM: Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE: October 21, 2021

PR-4948, Jefferson County SUBJECT:

> Cabinet for Health & Family Services Annual Rental Exceeding \$100,000.00

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

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

BSH/bh Attachment

CC: Capital Construction Log

OSBD

PR-4948 File



Lease No.: PR-4948		County: J	efferson
Using Agency: Cabinet for Health & Fa	mily S	ervices	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Kevin D. Coga		Dba Hurstbourne Office Park LLC
Property Location: 310 Whittington Parkway, Louisville, K	Y		
Check One: New Lease Ren	ewal	Modii	fication
Type Space: Office/Clinic			Square Foot: \$11.75
			Cost Per Square Foot of Leased-In County: \$10.61
Utilities Included: Yes No (only)	water		
Cancellation Clause: Yes If yes, explain terms	s: 30 E	Days	No If no, explain why not:
Effective Date: July 1, 2022		Expiration	Date: June 30, 2029
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet If no, explain:	t comp	lied with st	atutory requirements: X Yes No
Explain why the Finance & Administration	n Cabi	net chose th	nis lessor: Lease renewal

of t KE	the parties (c SVIN D COG reement, is I	or their representatives) SAN/DBA HURSTBOU hereby renewed at the	by law and the terms set to be the following described L RNE OFFICE PARK LLO same terms and condition on the appropriate line):	.ease Agr 2 650 T	eement by an ECHNOLOGY	d between H	EALTH AND FAMI UISVILLE KY 402	LY SERVICES and
		2023	2024		2025		2026	
		2027	2028		2029_		2030	
Г			in \$ 11.75 per square for			et for office	space.	
LEASE NUMBER: PR04948 COUNTY: JEFFERSON		LOCATION: 310 WHITTINGTON PKWY LOUISVILLE KY 40222						
2.	ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached) 2. The Lessor agrees to notify the Commonwealth of all persons owning, or upon any change or transfer of ownership involving five percent (5%) or more							
-	Agreement.	partnersnip, in business tr	ust, or in corporation, includin	g silent or	limited partners	Non-compli	ance may result in ter	mination of the Lease
3.	The Lessor comply with	acknowledges that his pro all applicable standards (operty may be inspected by the life safety and ADA accessibilities.	he Divisior ity).	of Building Co	des Enforceme	ent and/or the State F	ire Marshal and must
4.	records, or prequalificate exempt from received during between the	nd the Legislative Resear other evidence, which ar- ion information confidenti- i disclosure as provided in ring a financial audit or pro- contractor and the contra-	5A.030 (9) agrees that the corch Commission, or their duly re directly pertinent to this could ally disclosed as part of the EKRS 61.878(1)(c). The contratogram review shall be subject acting agency, Attorney Generation Cabinet shall review the	/ authorize ontract for bid proces actor also reto the Kentral, or the /	d representative the purpose of s shall not be of ecognizes that a tucky Open Rec	es, shall have f financial aud leemed as dir iny books, doc ords Act, KRS	access to any books dit or program review ectly pertinent to the uments, papers, recor 61.870 to 61.884. In	, documents, papers, 7. Records and other contract and shall be ds, or other evidence, the event of a display eligible for production
5.	entitled to e conflict of in statute or pri that he has	corporation, business tru- nter into contracts with the terest statute (KRS 45A inciple by the performance not knowingly violated an	hereinafter affixed that he ("h st or other organization is involved he Commonwealth of Kentuci 330 - 45A.340 or 45A.990) of of this Lease, or will he realize y provision of the campaign fi of the campaign finance laws of	olved, ther ky and tha f the Exect e any unla- inance law	i "he" is construit by holding an Itive Branch Co wful benefit or gi	ed to mean ar d performing to de of Ethics, ain directly or in	ny person with an inte this contract will not b KRS Chapter 11A, or adirectly from it. The l	rest therein) is legally e violating either any any other applicable
Αn	nual Am	ount \$ 304,701.	.00		Jain 250R 502) S	1	2	
Соп	nmonwealth of	Kentucky - LEASING AG	ENCY REPRESENTATIVE	LE	SSOR'S CURR	ENT PHONE	NUMBER	
TT	ORNEY, FINA	ANCE & ADMINISTRATIO	N CABINET	N	W ADDRESS (Only If the abov	re address is incorrect	
				-				



FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

ANDY BESHEAR

Governor

Division of Real Properties Bush Building, 3rd Floor 403 Wapping Street Frankfort, Kentucky 40601 (502) 564-2205

Fax: (502) 564-8108

Secretary

HOLLY M. JOHNSON

SCOTT AUBREY

Director

SAM RUTH

TO:

Commissioner

MEMORANDUM

Katherine Halloran, Committee Staff Administrator

Capital Projects and Bond Oversight Committee

FROM: Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE: October 21, 2021

SUBJECT: PR-3720, Hardin County

Cabinet for Health & Family Services Annual Rental Exceeding \$100,000.00

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

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

BSH/bh Attachment

CC: Capital Construction Log

OSBD

PR-3720 File



Lease No.: PR-3720		County: Hardin		
Using Agency: Cabinet for Health & Family Services				
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	TMJ	J Corporation		
Property Location: 916 North Mulberry Street, Elizabethtow	/n, K	CΥ		
Check One: New Lease Renew	wal	Modification		
Type Space: Office/Storage		Cost Per Square Foot: \$9.25/\$3.00 Average Cost Per Square Foot of Leased-In		
Annual Rental Cost: \$338,348.00 Space in County: \$10.88/\$3.00		1		
Utilities Included: Yes No				
Cancellation Clause: Yes If yes, explain terms:	30 D	Days If no, explain why not:		
Effective Date: July 1, 2022		Expiration Date: June 30, 2030		
Justification for Lease: Lease renewal				
Has the Finance & Administration Cabinet of If no, explain:	comp	plied with statutory requirements: X Yes No		
Explain why the Finance & Administration	Cabi	inet chose this lessor: Lease renewal		

of the parties (or their representatives), the following described L TMJ CORPORATION 70 EAST LONG LAKE ROAD BLOOMFIE	orth in the original Lease Agreement, and as designated below by signature ease Agreement by and between HEALTH AND FAMILY SERVICES and ELD HILLS MI 48304 by mutual agreement, is hereby renewed at the same of to extend beyond June 30 (please <u>check</u> and <u>initial</u> your choice on the			
2023 2024	2025 2026			
2027 2028	2029 X 2030			
The annual base rental rate shall remain \$ 9.25 per square for 500 square feet for storage space.	ot for 36,416 square feet for office space and \$3.00 per square foot for			
LEASE NUMBER: PR03720	LOCATION:			
COUNTY: HARDIN	916 N MULBERRY, SUITE 120, 130, 140 ELIZABETHTOWN KY 42702			
ADDENDUM ATTACHED: NO (Lessor mus	st sign Addendum if attached)			
2. The Lessor agrees to notify the Commonwealth of all persons owning, or upon any change or transfer of ownership involving five percent (5%) or more in stock, in partnership, in business trust, or in corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement. 3. The Lessor acknowledges that his property may be inspected by the Division of Building Codes Enforcement and/or the State Fire Marshal and must comply with all applicable standards (life safety and ADA accessibility). 4. The contractor, as defined in KRS 45A 030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of infancial 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 sissue a demandance of the Standard Stand				
ATTORNEY, FINANCE & ADMINISTRATION CABINET	NEW ADDRESS Only If the above address is incorrect			



FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

ANDY BESHEAR

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HOLLY M. JOHNSON Secretary

SCOTT AUBREY
Director

SAM RUTH

Commissioner

MEMORANDUM

TO:

Katherine Halloran, Committee Staff Administrator

Capital Projects and Bond Oversight Committee

FROM:

Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE:

October 21, 2021

SUBJECT:

PR-4487, Letcher County

Cabinet for Health & Family Services Annual Rental Exceeding \$100,000.00

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

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

BSH/bh

Attachment

CC: Capital Construction Log

OSBD

PR-4487 File



Lease No.: PR-4487		County: Letcher	
Using Agency: Cabinet for Health & Family Services			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Chile	iders Oil Company Incorporated	
Property Location: 415 Highway 2034, Whitesburg, KY			
Check One: New Lease Rene	ewal	Modification	
Type Space: Office		Cost Per Square Foot: \$9.26	
Annual Rental Cost: \$178,579.12 Average Cost Per Square Foot of Le Space in County: \$11.81			
Utilities Included: Yes No			
Cancellation Clause: Yes If yes, explain terms	s: 30 E	Days If no, explain why not:	
Effective Date: July 1, 2022		Expiration Date: June 30, 2023	
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet If no, explain:	comp	plied with statutory requirements: X Yes No	
Explain why the Finance & Administration	Cabi	inet chose this lessor: Lease renewal	

of the parties (or their	representatives), the f	ollowing described Le	ease Agre	ement by and betwee	en HEA	nd as designated below by signature LTH AND FAMILY SERVICES and ed at the same terms and conditions	
for further periods of tv	velve (12) months not	to extend beyond Ju	ine 30 (ple	ase <u>check</u> and <u>initi</u>	<u>al</u> your	choice on the appropriate line):	
1 202	23	2024	_	2025		2026	
202	27	2028		2029		2030	
The annual base renta	I rate shall remain \$	9.26 per square fool	t for 19,28	5 square feet for of	fice sp	ace.	
LEASE NUMBER: PR04487		LOCATION:					
COLINITY: LETCHED				415 HWY 2034 WHITESBURG KY 41858			
ADDENDUM A	ATTACHED: NO) (Lessor mus	t sign A	ddendum if atta	ched)		
The Lessor agrees in stock, in partners Agreement.	o notify the Commonwe, hip, in business trust, or	alth of all persons ownir in corporation, including	ng, or upon ig silent or li	any change or transfer mited partners. Non-co	of owner	rship involving five percent (5%) or more e may result in termination of the Lease	
The Lessor acknow comply with all appli	ledges that his property cable standards (life saf	may be inspected by the	ne Division (ity).	of Building Codes Enfo	rcement	and/or the State Fire Marshal and must	
Accounts, and the larecords, or other e prequalification info exempt from disclos received during a fir between the contraction.	egislative Research Co vidence, which are dire distribution confidentially dis ure as provided in KRS 6 ancial audit or program a ctor and the contracting a	mmission, or their duly ctly pertinent to this co sclosed as part of the b 61.878(1)(c). The contra- review shall be subject to agency. Attorney Generications	r authorized ontract for bid process actor also re- to the Kentural, or the Al	representatives, shall the purpose of financia shall not be deemed a cognizes that any book cky Open Records Act, uditor of Public Account	have act al audit of as directles, docum- KRS 61.	nistration Cabinet, the Auditor of Public cess to any books, documents, papers, or program review. Records and other ty pertinent to the contract and shall be ents, papers, records, or other evidence, 870 to 61.884. In the event of a dispute ocuments that are eligible for production rdance with Secretary's Order 11-004.	
entitled to enter into conflict of interest s statute or principle b that he has not kno	allon, business trust or o contracts with the Cortatute (KRS 45A.330 - 4 the performance of this	ther organization is invo mmonwealth of Kentuck ISA.340 or 45A.990) of Lease, or will he realize islon of the campaign fil	olved, then ' ky and that i the Execui e any unlaw inance law ('he" is construed to me by holding and perforn ive Branch Code of Ett ful benefit or gain direct of the Commonwealth	an any p ning this hics, KR: lv or indir	n one person in involved; and, if a firm, person with an interest therein) is legally contract will not be violating either any S Chapter 11A, or any other applicable rectly from it. The Lessor further certifies by entering into this Lease Modification	
Annual Amount	\$ 178,579.12		1	ich John	W.	W Childers Dil a	
Commonwealth of Kentuc	ky - LEASING AGENCY	REPRESENTATIVE	lo <u>o</u>	1 - 259- 9 SSOR S'CURRENT PH	ONE NU	MBER	
TTORNEY, FINANCE &	ADMINISTRATION CAS	BINET	NE	N ADDRESS Only If the	above a	ddress is incorrect	
			-				



FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

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HOLLY M. JOHNSON
Secretary

SCOTT AUBREY
Director

SAM RUTH

Commissioner MEMORANDUM

TO:

Katherine Halloran, Committee Staff Administrator Capital Projects and Bond Oversight Committee

FROM:

Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE:

October 21, 2021

SUBJECT:

PR-2829, Montgomery County

Cabinet for Health & Family Services Annual Rental Exceeding \$100,000.00

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

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

BSH/bh Attachment

CC:

Capital Construction Log

OSBD

PR-2829 File



Lease No.: PR-2829		County: N	lontgomery	
Using Agency: Cabinet for Health & Far	mily S	ervices		
more ownership):		tgomery Co	ounty Fiscal Court	
Attached extra sheet if necessary				
Property Location: 108 East Locust Street, Mount Sterling,	KY			
Check One: New Lease Ren	ewal	☐ Modif	fication	
Type Space: Office		Cost Per Square Foot: \$13.50		
Annual Rental Cost: \$155,844.00 Average Cost Per Square Foot of Space in County: \$13.36		<u>-</u>		
Utilities Included: Xes No				
Cancellation Clause: Yes If yes, explain terms	s: 30 E	Days	No If no, explain why not:	
Effective Date: July 1, 2022		Expiration	Date: June 30, 2024	
Justification for Lease: Lease renewal				
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:				
Explain why the Finance & Administration	n Cabi	net chose th	nis lessor: Lease renewal	

MONTGOMERY CO FISCAL COURT P O BOX 690 MT STERL	forth in the original Lease Agreement, and as designated below by signature Lease Agreement by and between HEALTH AND FAMILY SERVICES and LING KY 40353 by mutual agreement, is hereby renewed at the same terms to extend beyond June 30 (please <u>check</u> and <u>initial</u> your choice on the				
2023 2024 W	2025 2026				
2027 2028	2029 2030				
The annual base rental rate shall remain \$ 13.50 per square fo LEASE NUMBER: PR02829	LOCATION:				
COUNTY: MONTGOMERY	108 E LOCUST ST MOUNT STERLING KY 40352				
ADDENDUM ATTACHED: NO (Lessor mus	st sign Addendum if attached)				
 The Lessor acknowledges that his property may be inspected by to comply with all applicable standards (life safety and ADA accessible). The contractor, as defined in KRS 45A.030 (9) agrees that the Accounts, and the Legislative Research Commission, or their dul records, or other evidence, which are directly pertinent to this operqualification information confidentially disclosed as part of the exempt from disclosure as provided in KRS 61.878(1)(c). The contractived during a financial audit or program review shall be subject between the contractor and the contracting agency, Attorney Gene and review, the Finance and Administration Cabinet shall review the. The Lessor certifies by his signature hereinafter affixed that he (**) 	contracting agency, the Finance and Administration Cabinet, the Auditor of Public ly authorized representatives, shall have access to any books, documents, papers, contract for the purpose of financial audit or program review. Records and other bid process shall not be deemed as directly pertinent to the contract and shall be actor also recognizes that any books, documents, papers, records, or other evidence, it to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute eral, or the Auditor of Public Accounts over documents that are eligible for production he dispute and issue a determination, in accordance with Secretary's Order 11-004.				
partnership, corporation, business trust or other organization is inventibled to enter into contracts with the Commonwealth of Kentuc conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of statute or principle by the performance of this Lease, or will be realized.	volved, then "he" is construed to mean any person with an interest therein) is tegally cky and that by holding and performing this contract will not be violating either any of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable ze any unlawful benefit or gain directly or indirectly from it. The Lesson further certifies finance law of the Commonwealth, and that by entering into this Lesson Modification.				
Annual Amount \$ 155,844.00	LESSOR The				
Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE	859 - 498 - 8707 LESSOR'S CURRENT PHONE NUMBER				
ATTORNEY, FINANCE & ADMINISTRATION CABINET	NEW ADDRESS Only If the above address is incorrect				



FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

ANDY BESHEAR
Governor

Division of Real Properties Bush Building, 3rd Floor 403 Wapping Street Frankfort, Kentucky 40601 (502) 564-2205

HOLLY M. JOHNSON
Secretary

SAM RUTH
Commissioner

Fax: (502) 564-8108

SCOTT AUBREY
Director

MEMORANDUM

TO: Katherine Halloran, Committee Staff Administrator

Capital Projects and Bond Oversight Committee

FROM: Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE: October 21, 2021

SUBJECT: PR-5370, Jefferson County

Department of Corrections

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-5370 File



Lease No.: PR-5370	0		efferson	
Using Agency: Department of Corrections				
Lessor (identify all parties having 5% or		ell Plaza Sh	opping Center LLC	
more ownership):				
Attached extra sheet if necessary				
Property Location: 1407 West Jefferson Street, Louisville,	KY			
Check One: New Lease Rer	newal	☐ Modif	ication	
Type Space: Office	Cost Per Square Foot: \$12.75			
Annual Rental Cost: \$137,241.00		Average Cost Per Square Foot of Leased-In Space in County: \$10.61		
Utilities Included: Yes No (only)	(water			
Cancellation Clause: Yes If yes, explain terms: 30 I		Days	☐ No If no, explain why not:	
Effective Date: July 1, 2022		Expiration Date: June 30, 2023		
Justification for Lease: Lease renewal				
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:				
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal				

of the parties (or their representatives), the following described Lose SHOPPING CENTER, LLC 1115 SOUTH 4TH STREET LOUISVI	orth in the original Lease Agreement, and as designated below by signature ease Agreement by and between CORRECTIONS and RUSSELL PLAZA ILLE KY 40203 by mutual agreement, is hereby renewed at the same terms of extend beyond June 30 (please <u>check</u> and <u>initial</u> your choice on the
2023 MC 2024	2025 2026
2027 2028	2029 2030
The annual base rental rate shall remain \$ 12.75 per square for	ot for 10,764 square feet for office space.
LEASE NUMBER: PR05370	LOCATION:
COUNTY: JEFFERSON	1407 WEST JEFFERSON STREET LOUISVILLE KY 40203
ADDENDUM ATTACHED: NO (Lessor mus	et sign Addendum if attached)
 in stock, in partnership, in business trust, or in corporation, includin Agreement. The Lessor acknowledges that his property may be inspected by the comply with all applicable standards (life safety and ADA accessibility). The contractor, as defined in KRS 45A.030 (9) agrees that the contractor, and the Legislative Research Commission, or their duly records, or other evidence, which are directly pertinent to this contract prequalification information confidentially disclosed as part of the leaxempt from disclosure as provided in KRS 61.878(1)(c). The contract received during a financial audit or program review shall be subject between the contractor and the contracting agency, Attorney General and review, the Finance and Administration Cabinet shall review the structure of the contractor is investigated to enter into contracts with the Commonwealth of Kentuct conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of statute or principle by the performance of this Lease, or will be realize that he has not knowingly violated any provision of the campaign file. 	contracting agency, the Finance and Administration Cabinet, the Auditor of Public vauthorized representatives, shall have access to any books, documents, papers, ontract for the purpose of financial audit or program review. Records and other bid process shall not be deemed as directly pertinent to the contract and shall be actor also recognizes that any books, documents, papers, records, or other evidence, to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute rail, or the Auditor of Public Accounts over documents that are eligible for production a dispute and issue a determination, in accordance with Secretary's Order 11-004. The is construed to mean "they" if more than one person in involved, and, if a firm, polved, then "he" is construed to mean any person with an interest therein) is legally key and that by holding and performing this contract will not be violating either any if the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable e any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies inance law of the Commonwealth, and that by entering into this tease Modification
Agreement he will not be in violation of the campaign finance laws of Annual Amount \$ 137,241.00	LESSOR Land 502. 568. 2927
Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE - ATTORNEY, FINANCE & ADMINISTRATION CABINET	PO BOK 21146, LOVISVILLE, KY NEW ADDRESS Only If the above address is incorrect 4024



FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

ANDY BESHEAR
Governor

Division of Real Properties Bush Building, 3rd Floor 403 Wapping Street Frankfort, Kentucky 40601 (502) 564-2205

HOLLY M. JOHNSON
Secretary

SAM RUTH

Commissioner

Fax: (502) 564-8108

SCOTT AUBREY
Director

<u>MEMORANDUM</u>

TO: Katherine Halloran, Committee Staff Administrator

Capital Projects and Bond Oversight Committee

FROM: Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE: October 21, 2021

SUBJECT: PR-5095, Fayette County

Department of Public Advocacy

Annual Rental Exceeding \$100,000.00

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

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

BSH/bh Attachment

CC: Capital Construction Log

OSBD

PR-5095 File



Lease No.: PR-5095		County: F	ayette
Using Agency: Department of Public Ad	lvocac	y	
Lessor (identify all parties having 5% or more ownership):		Short Street	LLC
Attached extra sheet if necessary			
Property Location: 163 West Short Street, Lexington, KY			
Check One: New Lease Ren	ewal	Modi	fication
Type Space: Office		Cost Per S	Square Foot: \$14.50
Annual Rental Cost: \$261,130.52		Average Cost Per Square Foot of Leased-In Space in County: \$14.96	
Utilities Included: Yes No			
Cancellation Clause: Yes If yes, explain terms	s: 30 D	ays	☐ No If no, explain why not:
Effective Date: July 1, 2022		Expiration Date: June 30,	
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet If no, explain:	comp	lied with sta	atutory requirements: X Yes No
Explain why the Finance & Administration	n Cabii	net chose th	nis lessor: Lease renewal

1. of 1	Subject to the limitations imposed by law and the terms the parties (or their representatives), the following described	set forth	in the original Leas	se Agreement, and as designated below by si	gnature
٠,	the parties (or their representatives), the following descr REET LLC PO BOX 54497 LEXINGTON KY 40555-448 ther periods of hydro (12) months not be recorded.	17 by mut	ial sarooment is h	sereby recovered at the name towns and souds	HORT ions for
run	ther periods of twelve (12) months not to extend beyond	June 30	(please <u>check</u> and	d initial your choice on the appropriate line):	,0110 101
	2023 2024 _		2025	2026	
	2027 2028 _		2029	2030	
The	annual base rental rate shall remain \$ 14.50 per squa	re foot fo	or 18,009 square f	eet for office space.	
	LEASE NUMBER: PR05095	L	OCATION:		
	COUNTY: FAYETTE		63 WEST SHO EXINGTON K		
1	ADDENDUM ATTACHED: NO (Lessor	must s	ign Addendum	n if attached)	
2.	The Lessor agrees to notify the Commonwealth of all person in stock, in partnership, in business trust, or in corporation, in Agreement.	s owning, c ncluding sli	or upon any change of the street or ilmited partner	or transfer of ownership involving five percent (5%) rs. Non-compliance may result in termination of the	or more
3.	The Lessor acknowledges that his property may be inspecte comply with all applicable standards (life safety and ADA acc	ed by the D essibility).	ivision of Building Co	odes Enforcement and/or the State Fire Marshal a	nd must
4.	The contractor, as defined in KRS 45A.030 (9) agrees that Accounts, and the Legislative Research Commission, or the records, or other evidence, which are directly pertinent to prequalification information confidentially disclosed as part of exempt from disclosure as provided in KRS 61.878(1)(c). The received during a financial audit or program review shall be so between the contractor and the contracting agency, Attorney and review, the Finance and Administration Cabinet shall review.	ar duly aut this contra of the bid p contractor ubject to the	horized representative act for the purpose or coess shall not be also recognizes that a Kentucky Open Relies the Auditor of Public t	ves, shall have access to any books, documents, of financial audit or program review. Records an deemed as directly pertinent to the contract and sany books, documents, papers, records, or other excerds Act, KRS 61.870 to 61.884. In the event of a	papers, d other shall be ridence, dispute
5.	The Lessor certifies by his signature hereinafter affixed that partnership, corporation, business trust or other organization entitled to enter into contracts with the Commonwealth of Ficonflict of interest statute (KRS 45A.330 - 45A.340 or 45A.9 statute or principle by the performance of this Lease, or will he that he has not knowingly violated any provision of the camp Agreement he will not be in violation of the campaign finance	he ("he" is is involved centucky ar 190) of the realize any	construed to mean i, then "he" is construed that by holding ar Executive Branch C y unlawful benefit or g	"they" if more than one person in Involved; and, it ued to mean any person with an interest therein) is not performing this contract will not be violating eith ode of Ethics, test of the than the transfer and other app	a firm, legally her any plicable
An	nual Amount \$ 261,130.52		Ba	Jun	
			LESSOR	10.1.50	
Com	monwealth of Kentucky - LEASING AGENCY REPRESENTAT	IVE	LESSOR'S CURP	RENT PHONE NUMBER	
TT	ORNEY, FINANCE & ADMINISTRATION CABINET		NEW ADDRESS	Only if the above address is incorrect	
			<u> </u>		
iEC U α	RETARY, FINANCE & ADMINISTRATION CABINET prespondence and inquiries regarding this Lease Modification Agreem	oent are to b	e directed to the Owisi	on of Real Properties, Suite 200, 402 Wanning Street	mald-d

Kentucky 40601-2607, phone 502/564-2319. ВЅН/ј:Ь



FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

ANDY BESHEAR
Governor

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

HOLLY M. JOHNSON
Secretary

SCOTT AUBREY
Director

Commissioner MEMORANDUM

SAM RUTH

TO:

Katherine Halloran, Committee Staff Administrator

Capital Projects and Bond Oversight Committee

FROM:

Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE:

November 2, 2021

SUBJECT:

PR-5657, Jefferson County Department of Correction

Annual Rental Exceeding \$100,000.00

As outlined, attached please find notification of a lease agreement being processed by the 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-5657 File



Lease No.: PR-5657		County: J	efferson	
Using Agency: Department of Corrections				
Lessor (identify all parties having 5% or	1	or: 4710 C	hampions Trace LLC	
more ownership):				
Attached extra sheet if necessary				
Property Location:				
4710 Champions Trace, Louisville, KY	, 40218			
Check One: New Lease Re	newal	☐ Modif	fication	
Type Space: Office		Cost Per S	Square Foot: \$18.64	
Annual Rental Cost: \$178,701.68		Average Cost Per Square Foot of Leased-In Space in County: \$10.61		
Utilities Included: Yes No				
Cancellation Yes			□No	
Clause: If yes, explain term	ns: 30 D	ays	If no, explain why not:	
Effective Date: To be determined		Expiration	Date: June 30, 2029	
Justification for Lease: Please see attach	ed			
Has the Finance & Administration Cabine If no, explain:	et comp	lied with sta	atutory requirements: X Yes No	
Explain why the Finance & Administration and modification): Please see attached	n Cabin	net chose thi	is lessor (see attached approval memo	

B217-5 (Rev. 9/03) COMMONWEALTH OF KENTUCKY LEASE AGREEMENT

LEASE/PR#	PR-5657, Jefferson County	AGENCY/DEPARTMENT	Department of Corrections
INITIAL ENCUMBRANCE	s	DIVISION	
ANNUAL ENCUMBRANCE	\$178,701.68	DATE	November 2, 2021
VENDOR CODE #		BUILDING CODE #	

THIS LEASE, entered into between: 4710 CHAMPIONS TRACE LLC whose address is: 2606 ALIA CIRCLE; LOUISVILLE KY 40222 (Business Phone: 502-643-6919), his heirs and assigns, hereinafter called the "Lessor", and the COMMONWEALTH OF KENTUCKY, hereinafter referred to as the "Commonwealth";

WITNESSETH, that for the consideration hereinafter mentioned, the parties hereto agree as follows.

- 1a. The Lessor hereby leases to the Commonwealth and agrees to keep in quiet and peaceful possession the following described premises with its appurtenances; property located at 4710 Champions Trace, Louisville KY 40218, in the County of Jefferson.
- 1b. Said premises consisting of 9,587 square feet are to be rented at the cost of \$18.64 per square foot and will be used by the Commonwealth for Office space.
- 2. The Commonwealth agrees to pay rent to the Lessor for the leased premises at the rate of \$44,675,42, payable Quarterly. The Lessor shall provide the Commonwealth with the following services: None: with Fifty Three (53) reserved parking spaces.
- 3. Subject to the limitations imposed by law and as provided in paragraphs 5 and 6 of this Lease, the term during which the Lease shall be effective shall begin as specified in the attached addendum, and end JUNE 30, 2022.
- 4. This Lease shall be extended automatically upon the same terms and conditions herein for further periods of 12 months, not to exceed Seven (7) extension period(s) unless the Commonwealth shall give the Lessor written notice 30 days prior to the expiration of the term or any extension that it will not be extended; no extension shall prolong the period of occupancy of the leased premises beyond the 30TH day of June 2029. The Lessor understands that the Commonwealth's funds cannot be committed beyond its current fiscal year and its applicable appropriation, and the related allotment from rental payments will be made.
- 5. The Commonwealth shall have the further right to terminate this Lease at any time upon 30 days written notice, time to be computed from date of mailing notice; termination under this paragraph shall not be considered effective until the last day of the month in which the notice period ends.
- 6. The Commonwealth agrees not to assign this Lease, or to sublet the premises except to a desirable tenant and for a similar purpose, and will not permit the use of the premises by anyone other than the Commonwealth, the Federal Government, or such sub-lessee, and the agents and servants of the Commonwealth, the Federal Government, or such sub-lessee.
- 7. The Commonwealth shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additional structures or signs in or upon the leased pramises, provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with rights granted to other tenants on the property or in the building in which the premises are located. Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain the Commonwealth's property and may be removed by it prior to the termination of this Lease.
- 8. Unless otherwise specified, the Lessor shall maintain the premises in good repair and tenantable condition, including heating and/or air conditioning equipment, except in case of damage arising from the negligent acts of the Commonwealth's agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the premises at reasonable times.
- 9. The Commonwealth agrees to take good care of the premises and to return them at the expiration of their Lease in as good order as received, ordinary weer and tear and natural decay excepted.
- 10. The Lessor shall be responsible for procuring and continuously maintaining casually and liability insurance on the leased premises.
- 11. If the premises are destroyed by fire or other casualty, this Lesse shall immediately terminate. In case of partial destruction or damage so as to render the premises untenantable, the Commonwealth may terminate or suspend this Lesse by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until such damage is repaired and premises are considered tenantable.
- 12. It is agreed by the parties hereto that if any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidate the whole Lease, but it shall be construed as if not containing that particular provision or provisions, and the rights and obligations of the parties shall be construed accordingly.
- 13. The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person in involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kerntucky 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 be realize any unlawful benefit or gain directly 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 Agreement he will not be in violation of the campaign finance taws of the Commonwealth.
- 14. The Lessor agrees to notify the Commonwealth of all persons owning or upon any change or transfer of ownership involving 5% or more in stock, in partnership, business trust, or corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.
- 15. Lessor shall comply with all standards set by the Department of Housing, Buildings and Construction, Division of Building Codes Enforcement, and that of the Kentucky Occupational Safety and Health Standards Board and the Americans with Disabilities Act (ADA).
- 16. The contractor, as defined in KRS 45A 030 (8) 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 61,676(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 61,670 to 61,884. In the event of a dispute between the contractor and the contracting agency, Altomay 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.

IN WITNESS WHEREOF, the parties hereto have subscribed their names:

STATE LEASING AGENCY REPRESENTATIVE	Date	LESSOR	Date
ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES	Date	ATTORNEY, FINANCE & ADMINISTRATION CABINET	Date
MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES	Date	DIRECTOR, DIVISION OF REAL PROPERTIES	
SECRETARY, FINANCE & ADMINISTRATION CABINET	Date	APPROVED THIS DAY OF	_, 20

When executed by the Secretary, Finance & Administration Cabinet, this instrument constitutes a finding and order, pursuant to KRS Chapters 45A and 56, that the leased property is needed for use by the Commonwealth of Kentucky. All correspondence and inquiries regarding this Lease are to be directed to the Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2807, phone 502/564-2205.



FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

ANDY BESHEAR
Governor

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

HOLLY M. JOHNSON
Secretary

SCOTT AUBREY
Director

SAM RUTH
Commissioner
MEMORANDUM

TO: Scott Aubrey, Director

Division of Real Properties

FROM: Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE: October 27, 2021

SUBJECT: PR-5657, Jefferson County
Department of Corrections

The Department of Corrections presently occupies 7,748 square feet of space, leased at a rental rate of \$9.50 per square foot (\$73,606.00 annually) including utilities and janitorial services, with a term expiring December 31, 2021 (reference PR-5290, Jefferson County). In the course of regular renewal processing for Fiscal Year 2021 the lessor advised that they would not entertain a lease renewal; however, they did consent to a six-month term extension to allow the Department additional time to relocate. The space request provided by the Department indicates a need for approximately 7,662 square feet of space and specifies geographic restrictions for this District office. Jefferson County includes a total of four District offices with this District serving the southern and southeastern portions of the county. A competitive bid project was completed with three (3) best and final proposal submitted as follows:

- 1. T. King Fern Strip Mall proposed property located at 5442 Delmaria Way, Louisville, KY 40291 with 8,897 square feet of office space and 53 reserved parking spaces at \$13.72 per square foot (\$122,066.84 annually) excluding utilities and janitorial services, through June 30, 2029.
- 2. 4710 Champions Trace LLC proposed property located at 4710 Champion Trace, Louisville, KY with 9,587 square feet of office space and 53 reserved parking spaces at \$18.64 per square foot (\$178,701.68 annually) excluding utilities and janitorial services, through June 30, 2029. The best & final solicitation specified use of 8,587 square feet; however, this proposal included exceptions requiring moderate changes in the original layout that serve to reduce the total scope of renovations and that result in the inclusion of 1,000 square feet of space. Examination of the proposed renovation changes and the additional square footage indicates that the changes are consistent with the agency space requirements and with our regular space standards.
- 3. 4710 Champions Trace LLC proposed property located at 4710 Champion Trace, Louisville, KY with 8,587 square feet of office space and 53 reserved parking spaces at \$25.18 per square foot (\$216,225.81 annually) excluding utilities and janitorial services, through June 30, 2029.



Memo: Scott Aubrey, Director PR-5657, Jefferson County Department of Corrections October 22, 2021 Page Two

Subsequent to review of the aforementioned proposals, the Department of Corrections has recommended acceptance of the proposal from 4710 Champions Trace LLC with use of 9,587 square feet at a rental rate of \$18.64 per square foot (\$178,701.68 annually), excluding utilities and janitorial services, with a term expiring June 30, 2029. The Department of Corrections has acknowledged the additional annual cost of \$56,634.84 associated with the recommended proposal and offering the following considerations relative to the proposed lease award.

- 1. The 4710 Champion Trace facility provides multiple accessible points of entry which allows Department staff to remove detained individuals from the facility without passing through the reception area or public access spaces. This allows staff to avoid contact and potential confrontations with friends, family members, etc. and was noted as a staff safety consideration by the Department. This is a design consideration for all recent and current projects for the Department of Corrections we define as a programmatic consideration appropriately deferred to the agency. The T. King Fern Strip Mall proposal includes access to an emergency exit however due to the second floor location the additional exit does not provide a fully accessible means of access. If the proposed lease award is approved we would anticipate that the Department will incorporate multiple accessible entrances in future lease projects despite the fact that this condition may require use of additional square footage and will almost certainly result in an increase in proposed rental rates for those offered properties.
- 2. The Department advised that a review of the offender caseload supervised by this District indicates that the 4710 Champion Trace facility is more centrally located relative to residences for the client base. We questioned the Department regarding this consideration and understand it to be unique to Jefferson County due to the presence of multiple Department of Corrections offices that are intended to serve defined geographic portions of the county. We would anticipate that it may also apply to future projects in primarily urban counties, those with substantial population differences between county seats and population centers (e.g., Bell County), and locations where the Department may later elect to establish multiple offices. Recognizing that the Department is required to conduct regular visits to offender residences we would concur that the recommended property provides an enhanced service level and should result in unqualifiable savings for the Department due to the reduction in staff travel time.
- 3. The recommended proposal includes a lower overall scope of renovations necessary prior to occupancy and is therefore expected to offer expedited availability for relocation of the Department. The agency noted potential costs and disruptions of regular operations associated with the use of temporary space in their award recommendation. We would concur that the recommended proposal offers the shortest estimated delivery timeline; however, we would also note that actual costs for use of a temporary facility are unquantifiable at this time.

Pursuant to applicable provisions of KRS 56.803, and noting that we have historically provided a significant degree of deference to appropriately defined agency programmatic considerations in the course of lease awards pursuant to the agency consultation requirement defined under KRS 56.803(14)(a), the attached lease agreement provides for the use of 9,587 square feet of space at a rental rate of \$18.64 per square foot (\$178,701.68 annually), excluding utilities and janitorial services, with a term expiring June 30, 2029. Capital Projects and Bond Oversight Committee reporting is required for the proposed lease agreement, and qualified as defined herein, your approval of the proposed lease agreement is recommended to secure suitable replacement space as requested by the Department of Corrections.

Should you require additional information, please advise.

JSA/BSH/br Attachment

APPROVED: Scott Aubrey, Director



FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

ANDY BESHEAR
Governor

SAM RUTH
Commissioner

Division of Real Properties Bush Building, 3rd Floor 403 Wapping Street 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, 3

Division of Real Properties

DATE:

November 9, 2021

SUBJECT:

PR-5500, Campbell County Department of Corrections

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

PR-5500, Campbell County

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

BSH/BGR/br Attachment

Cc:

Capital Construction Log

OSBD

PR-5500 File



REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE LEASE MODIFICATION EXCEEDING 50,000 LEASE MODIFICATION AMORTIZATION

Lease No.: PR-5500	County: Campbell	
Jsing Agency: Department of Corrections		
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if	103 Landmark Drive LLC	
necessary	11	
roperty Location: 103 Landmark Drive, Bo	ellevue KY 41073	
Existing Rental Terms		
Type Space: Office	Square Feet: 14,702	
Annual Payment: \$308,006.92	Contract Expiration: June 30, 2026	
Modified Rental Terms		
Type Space: Office	Square Feet: 14,702	
Annual Payment: \$308,006.92	New Contract Expiration: June 30, 2026	
Total Cost to be Amortized: \$53,200.00		
Projected Period of Amortization – Effective: Reason for Modification (see attached approv	TBD Through June 30, 2026 ral memo and modification): Please see attached.	
Estimate Details (see attached copies):		
(1) 53,200.00 from 103 Landmark Drive	LLC	
(2) \$54,800.00 from Commercial Roofing Services, Inc		



FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES

ANDY BESHEAR
Governor

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

HOLLY M. JOHNSON
Secretary

SCOTT AUBREY
Director

SAM RUTH
Commissioner
MEMORANDUM

Scott Aubrey, Director Division of Real Properties

FROM:

TO:

Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE:

November 8, 2021

SUBJECT:

PR-5500, Campbell County Department of Corrections

The Department of Corrections currently occupies 14,702 square feet of space, leased at a rental rate of \$20.95 per square foot (\$308,006.92 annually), with a term expiring June 30, 2026 under the referenced lease agreement. The Department also occupies 3,766 square feet of space, leased at a rental rate of \$13.38 per square foot (\$50,389.08 annually), with a term expiring June 30, 2023 (reference PR-5219, Boone County). The Department recently submitted a request for leasehold improvements to convert existing conference and storage areas to eight staff offices and they have advised that the proposed improvements will allow for the consolidation of the Campbell and Boone County offices.

In accordance with KRS 56.813 two estimates were obtained for the proposed improvements as follows:

- (1) \$53,200.00 from 103 Landmark Drive LLC; 103 Landmark Drive, Suite 101; Bellevue KY 41073.
- (2) \$54,800.00 from Commercial Roofing Services, Inc; 5120 Waynesville-Jamestown Road; Jamestown OH 45335.

The Department of Corrections has recommended acceptance of the low estimate from 103 Landmark Drive LLC and the attached modification therefore provides for the amortization of \$53,200.00 in improvement expenses beginning on a date to be determined and ending June 30, 2026. Capital Projects and Bond Oversight Committee reporting is required subsequent to defining the proposed terms and prior to execution of the proposed lease modification. Recognizing that the proposed consolidation of offices as described herein results in an estimated cost recovery period of approximately thirteen months, your approval of the attached modification is recommended to accomplish the leasehold improvements requested by the Department of Corrections.

Should you require additional information, please advise.

BSH/BGR/br Attachment

APPROVED:

Scott Aubrey, Director



COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

LESSOR	103 LANDMARK DRIVE LLC	PR NUMBER, COUNTY	PR-5500, CAMPBELL COUNTY
		VENDOR NUMBER	KY0048577
	103 Landmark Drive, Suite 101 Bellevue KY 41073	AGENCY/DEPARTMENT	Department of Corrections
	185	DIVISION	
ADDRESS	A	DATE	November 9, 2021
		BUILDING CODE #	91747001

- 1. Lease Agreement number PR-5500, dated November 25, 2019, is hereby modified as set forth in Paragraph 2.
- 2. This Lease is modified as follows:
 - 1. To amortize the \$53,200.000 cost for leasehold improvements per attached estimate from 103 Landmark Drive LLC, same attached and incorporated herein by reference.
 - 2. The amortization effective date will be established by signature of the Director, Division of Real Properties, upon this modification once verification has been received from the using agency that all renovations have been satisfactorily completed and will extend through the lease expiration date June 30, 2026. The effective date for the amortization shall be defined as the first day of the month following the effective date defined below unless the effective date established thereby is the first day of a month.
- 3. All other terms and conditions of the lease remain unchanged.
- 4. 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 in involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he 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.

STATE LEASING AGENCY REPRESENTATIVE	Date	LESSOR	Date
ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES	Date	ATTORNEY, FINANCE & ADMINISTRATION CABINET	Date
MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES	Date	DIRECTOR, DIVISION OF REAL PROPERTIES	
SECRETARY FINANCE & ADMINISTRATION CABINET	Date	APPROVED THIS ĐAY OF	_, 20

Commercial Roofing Services, Inc.

5120 Waynesville-Jamestown Rd Jamestown, OH 45335

Estimate

Date	Estimate #
10/4/2021	1033

Name / Address	, , , , , , , , , , , , , , , , , , ,
103 Landmark Drive LLC 103 Landmark Drive Bellevue, KY 41073	***************************************

Project

Description	Qty	Rate	Total
Location of work to be performed: (Landmark Parole Dept. & Offices 2nd floor) 103 Landmark Drive Bellevue KY Scope of work is for interior and limited to the outline listed below. Area of work is limited to the build-out of eight (8) new offices Does NOT include any existing office or additional connecting spaces, common spaces, bathrooms, or stanwells. Frame new walls per measurements. Install new drywall, finished. Insulation in walls. Paint walls in area of being completed. Install new doors, locks, molding. Install new electrical outlets in offices Install new HVAC access duets. Total amount due (Labor and Materials) Agreed payment percent upfront draw for materials cost, Draws to be paid promptly upon submittal, the remaining due upon completion. Any remaining monies not received within 30 days of completion will be subject to a 5% late fee. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written approval and will become an additional charge over and above this proposal. All agreements are contingent upon strikes, accidents or delays beyond but control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workmens compensation and public liability insurance to be carried by Commercial Rooting Services Inc		54,900.00	54.800,00
		Total	

Phone #

937-675-7205

QUOATATION FOR 8 NEW OFFICES BUILD OUT

LOCATION: Bellevue commons,2ND Floor,103 Landmark Drive ,Bellevue ,KY 41073, Parole Dept.

Scope of work:

Light gauge metal framing

Dry wall hung and ready to paint

Sound batt wall insulation

Hollow metal door frames ,doors, and hardware

Electrical work

Hvac work- relocate the vents

Painting to match existing paint

Total Consideration: \$53,200.00

Sbumitted By: 103 Landmark Drive LLc.

103 landmark drive ,suite# 101

Bellevue, Ky. 41073

Attn: Dan Moore, 859 250 0902

103landmark@gmail.com

November,1st,2021