



**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
DIVISION OF REAL PROPERTIES**

Andy Beshear
GOVERNOR

Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

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

MEMORANDUM

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

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

DATE: December 3, 2021

SUBJECT: PR-4354, Fayette 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-4354 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-4354		County: Fayette	
Using Agency: Cabinet for Health & Family Services			
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Bicknell & Cravens LLC	
Property Location: 333 Waller Avenue, Lexington, KY			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office/Clinic		Cost Per Square Foot: \$16.50	
Annual Rental Cost: \$180,048.00		Average Cost Per Square Foot of Leased-In Space in County: \$14.96 (office average)	
Utilities Included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
Effective Date: July 1, 2022		Expiration Date: June 30, 2024	
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal			

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between **COMM FOR CHILDREN W/SPECIAL HEALTHCARE NEEDS** and **BICKNELL & CRAVENS LLC 1591 WINCHESTER RD. SUITE 107 LEXINGTON, KY 0** 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):

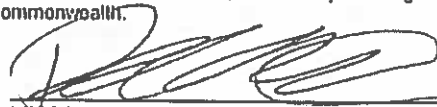
<input type="checkbox"/>	2023	<input checked="" type="checkbox"/>	2024	<input type="checkbox"/>	2025	<input type="checkbox"/>	2026
<input type="checkbox"/>	2027	<input type="checkbox"/>	2028	<input type="checkbox"/>	2029	<input type="checkbox"/>	2030

The annual base rental rate shall remain \$16.50 per square foot for 10,912 square foot of space for clinical space.

LEASE NUMBER: PR04354	LOCATION: 333 WALLER AVE STE 300 LEXINGTON, KY 40509
COUNTY: FAYETTE	
ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)	

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

Annual Amount \$180,048.00


 LESSOR

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

859-983-9062
 LESSOR'S CURRENT PHONE NUMBER

ATTORNEY, FINANCE & ADMINISTRATION CABINET

SUITE 109
 NEW ADDRESS Only if the above address is incorrect

SECRETARY, FINANCE & ADMINISTRATION CABINET

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



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COMMISSIONER

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: December 9, 2021

SUBJECT: PR-5250, Franklin County
Department of Public Advocacy

As outlined, attached please find notification of a lease modification reflecting a change in square footage (use designation/rental rate) and an amortization of monies that is being processed by the Leased Properties Branch:

PR-5250, Franklin County

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

BSH/bh
Attachment

Cc: Capital Construction Log
OSBD
PR-5250 File
BSH

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

Date Posted in 30-Day Register: December 9, 2021	
Lease No.: PR-5250	County: Franklin
Using Agency: Department of Public Advocacy	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Rainier Frankfort Acquisitions LLC
Property Location: 5 Mill Creek Park, Frankfort, KY, 40601	
Existing Rental Terms	
Type Space: Office/Warehouse	Square Feet: 33,847/9,960
Annual Payment: \$486,426.32	Contract Expiration: June 30, 2026
Modified Rental Terms	
Type Space: Office/Warehouse	Square Feet: 34,946/8,861
Annual Payment: \$495,108.40	New Contract Expiration: June 30, 2026
Total Cost to be Amortized: \$49,896.00	
Projected Period of Amortization – Effective: TBD Through June 30, 2026	
Reason for Modification (see attached approval memo and modification): Please see attached.	
Estimate Details (see attached copies):	
<ul style="list-style-type: none"> (1) \$98,221.00 from DB General Contracting LLC (2) \$45,092.00 from Toppflite Services LLC (non-responsive) (3) \$49,896.00 from Koller Warner Construction 	

COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

LESSOR	Rainier Frankfort Acquisitions LLC	PR NUMBER, COUNTY	PR-5250, Franklin County
ADDRESS	13760 Noel Road Suite 1020 Dallas, TX 75240-1307	VENDOR NUMBER	KY0047311
		AGENCY/DEPARTMENT	Department of Public Advocacy
		DIVISION	
		DATE	December 9, 2021
		BUILDING CODE	90556005

- Lease Agreement number PR-5250, Franklin County, dated January 4, 2016, is hereby modified as set forth in Paragraph Two.
- This Lease is modified as follows:
 - To increase the leased space (office use designation, \$12.90 per square foot) by 1,099 square feet; from 33,847 square feet to 34,946 square feet and to decrease the leased space (storage use designation, \$5.00 per square foot); from 9,960 square feet to 8,861 square feet at the same terms and conditions reflected for each specified use designation in the existing lease. The above described changes in square footage for each use designation result in a net annual base rent increase by \$8,682.08; from \$486,426.32 to \$495,108.40 annually.
 - To amortize the \$49,896.00 cost for the requested improvements per estimate submitted by Koller Warner Construction (copy attached and incorporated herein by reference). The amortization effective date is further defined as the first day of the month following the date established by the signature of the Director, unless that date is otherwise the first day of the month.
 - The effective date for both items defined herein shall be established by signature of the Director, Division of Real Properties, upon the modification once verification is received that all renovations have been satisfactorily completed. The provisions of item one (1) shall be effective as defined in this item, the amortization defined in item two (2) shall be effective the first day of the month following the effective date established for this modification unless that date is the first day of a month in which case both item one (1) and two (2) shall be effective concurrently. The amortization period will extend through the current lease expiration date of June 30, 2026 in accordance with the provisions of KRS 56.813(2).
- 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.
- 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.

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____

All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Suite 300, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2205. LCD



**FINANCE AND ADMINISTRATION CABINET
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Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

TO: Scott Aubrey, Director
Division of Real Properties

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

DATE: December 8, 2021

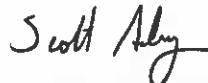
SUBJECT: PR-5250, Franklin County
Department of Public Advocacy

The Department of Public Advocacy presently occupies 33,847 square feet of office space leased at a rental rate of \$12.90 per square foot and 9,960 square feet of storage space leased at a rental rate of \$5.00 per square foot (\$486,426.32 annually combined), with a term expiring June 30, 2026. The Department recently submitted a request to convert a portion of the current storage space to office use to accommodate a new conference room, and they have requested additional renovations in the Post-Conviction file area to create a distinct secured area for Juvenile file storage. In accordance with applicable provisions of KRS 56.813(1) and KRS 56.813(2) the lessor consented to proposed utilization change for a portion of the facility and provided three estimates for the above described items (i.e., structural, HVAC, lighting, sprinkler, electrical changes, etc.) as follows: DB General Contracting LLC for \$98,221.00; Toppflite Services, LLC for \$45,092.00; and NAI Isaac Commercial Real Estate Services for \$37,790.50. Subsequent to processing the initial modification documents and the completion of code enforcement plan review actions the lessor advised that the estimate provided by Toppflite Services did not include full costs for changes to the sprinkler HVAC systems and that general increases in the cost of labor and materials occurring through the middle of 2021 resulted in a revised total estimate of \$61,037.00 from Koller Warner Construction (sourced through NAI Isaac Commercial Real Estate Services). Examination of the revised estimate with Department staff then resulted in a minor changes to the wall location in the file area that reduces the scope of the sprinkler system changes and eliminates one door and a white noise machine. Given the lack of comparable estimates the Toppflite Services proposal is deemed non-responsive, the revised estimate from Koller Warner Construction is \$49,896.00, and the Department of Public Advocacy has recommended acceptance of that proposal. Consideration was providing to rejecting all of the improvement proposals; however, given that our office is receiving consistent information from multiple lessors relative to continuing and substantial increases in material and labor costs and/or availability, and recognizing that further delays in processing this request would both impede Department operations and potentially result in additional cost increases we would recommend proceeding with the resulting lease agreement modification.

The attached lease modification therefore provides for an increase of 1,099 square feet in the office space under lease; from 33,847 square feet to 34,946 square feet, a decrease of 1,099 square feet in the storage space under lease; from 9,960 square feet to 8,861 square feet, and for the net increase of \$8,682.08 in the annual rental cost; from \$486,426.32 to \$495,108.40. The modification also provides for the amortization of \$49,896.00 in leasehold improvement expenses as described herein through the current lease expiration date of June 30, 2026. Capital Projects and Bond Oversight Committee reporting is required prior to execution of the modification pursuant to applicable provisions of KRS 56.823(11)(a). Your approval of the attached modification is recommended to address the Department's request for expanded conference space and leasehold improvements as described herein.

Should you have questions or require additional information, please advise.

BSH/ld

APPROVED: 
Scott Aubrey, Director

DB General Contracting LLC
 3812 Kenesaw Dr. Ste A
 Lexington, KY 40515 US
 859.536.4352
 Dave@DBgenContracting.com
 www.DBgenContracting.com



ADDRESS

Rainier Frankfort
 Acquisitions, LLC
 c/o NAI Isaac
 771 Corporate Dr.
 Suite 500
 Lexington, KY 40503 US

Estimate 20NAPA

DATE 10/23/2020

EXPIRATION DATE 11/23/2020

ACTIVITY	QTY	RATE	AMOUNT
Services General conditions: supervision, dumpster, permit.	1	6,400.00	6,400.00
Services Demolish and properly dispose of one 20' wall in conference room. Remove and dispose of drywall on interior of conference room walls.	1	4,200.00	4,200.00
Services Framing/drywall: Provide and install two partition walls in post conviction file room approximately 9' tall with 5/8" gyp board and metal cage above to deck. Frame up new wall against exterior wall of conference room. Add drywall and insulation to both sides of hallway/conference room wall to the deck. Caulk penetrations. Install blocking in conference wall as needed for TV.	1	23,265.00	23,265.00
Services Sprinklers: re-locate heads as needed per code.	1	3,360.00	3,360.00
Services Paint: paint hallway and new conference room. Stain doors to closely match existing.	1	4,200.00	4,200.00
Services Flooring/base: provide and install LVT flooring with 4" vinyl cove base in hallway and carpet tile with 4" vinyl cove base in conference room.	1	10,080.00	10,080.00

ACTIVITY	QTY	RATE	AMOUNT
Services Electric: add 11 electrical outlets per plan and 4 data ports (cabling and terminations to be completed by tenant). Provide and install up to 13 LED 2x4 troffer lay-ins. Move up to two switches. Provide power to white noise machines. Install up to one emergency exit combo light.	1	12,820.00	12,820.00
Services Insulation: supply and install R-11 sound dampening insulation in walls and ceiling of conference room.	1	1,920.00	1,920.00
Services White noise machine - to be installed in hallway ceiling at two locations: one machine outside each conference room door.	1	450.00	450.00
Services HVAC: Provide and install 3 - 2x2 diffusers with duct extensions and 1 - 18" return plus duct back to unit. Move thermostat to new hallway.	1	2,316.00	2,316.00
Services Doors: supply and install one single door and one double door per plan. Solid core doors with hollow metal frames and lever handles.	1	4,200.00	4,200.00
Services ACT ceiling/grid: provide and install 2x2 white grid and ceiling tile in hallway and new conference room.	1	8,640.00	8,640.00
Services Contractor fee.	1	16,370.00	16,370.00

TOTAL	\$98,221.00
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Accepted By

Accepted Date

Toppflite Services, LLC

PO Box 4407

Lexington, Ky. 40544

October 26, 2020

NAI Isaac/Rainier Frankfort Acquisitions

771 Corporate Drive

Suite 500

Lexington, Kentucky 40503

ATTN: Mr. Ian Scott

Dear Ian,

Thank you for the opportunity to submit this proposal, please feel free to call with any questions.

I have reviewed the scope of work requested by The Finance and Administration Cabinet, dated September 29, 2020.

Proposal/Scope of work

Two walls be built in the Post-Conviction file area, add 9 total new electrical outlets in this area, add two doors as requested, remove one wall, add two more electrical outlets and four data ports (wiring by others), install carpet tiles in newly created area, and LVT flooring in hallway.

Framed walls w/metal fencing to deck, walls to be 9'0 tall, 5/8" drywall, insulated. \$9,200

Electrical plugs and data ports as requested \$2,800

White noise machine \$800

Flooring as specified \$5,950

Painting areas affected by our work, stain new doors \$4,900

New 2'x 4' acoustical ceiling w/ insulation above in our work areas \$2,950

HVAC: move thermostat, extend return air, add 3 air supplies (no new equipment) \$2,120

Supply doors, frames and hardware as specified on plans \$3,200

Demo wall as needed to perform new work, disposal included \$1,900

Architectural drawing as required for permit, including permit fee \$2,500

Sprinkler adjustments as required \$2,400

Construction management, general conditions (final clean, moving help, key services), fees \$6,372

Total proposed cost: \$45,092.00

Sincerely,

Randy Scott

Owner, ToppFlite Services, LLC



TO: Anne Kilcoyne
FR: DeWayne J. Koller
RE: Millcreek Public Advocacy
DATE: October 7, 2021

.....
Koller Warner Construction proposes the following work based on the attached plan for the lump sum cost of Forty Nine Thousand Eight Hundred Ninety Six Dollars (\$49,896.00).

General Conditions	2,000
Demolition	1,300
• Remove existing wall in Conference room	
Doors and Hardware	2,320
• One pair of doors in corridor with closers and push/ pull hardware	
Drywall Partitions / Ceilings	13,750
• Blown insulation in existing Conference room walls	
• Install exterior wall in Conference room	
• Install walls in Post Conviction File area with wire fencing	
• Install acoustic ceilings in Conference room and corridor	
Painting	3,100
• Paint new walls and new door frames	
• Stain new doors	
Floorcovering	6,500
• LVT and vinyl base in corridor	
• Carpet tile and vinyl base in Conference room	
HVAC	2,300
• Extend diffuser drops in Conference room	
• Install return air grilles with sound traps in new ceilings	
• Relocate existing T-stat in corridor	

Electrical	8,810
<ul style="list-style-type: none"> • Receptacles and data openings in Education and Conference rooms • Emergency/ exit lighting in Corridor • Remove existing lights and install new 2 X 4 LED fixtures in new ceilings • Install 3-way switching for corridor • Relocate existing junction boxes on exterior wall in conference room • Install fire alarm device in Conference room • Includes \$1,600 for State electrical inspections 	
Sprinkler	5,280
<ul style="list-style-type: none"> • Install heads in new ceilings • Includes \$1,800 for sprinkler drawings 	
Contractor's Fee	4,536
Total Cost	49,896

Qualifications:

- Does *not* include any moving expense to relocate Tenant shelving or files
- No telephone or computer cabling
- Work to be performed during normal business hours

If you have any questions or require additional information, please contact me at 859-333-9105.