



Andy Beshear
GOVERNOR

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

Bush Building, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601
Phone: (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 
Division of Real Properties

DATE: March 18, 2022

SUBJECT: PR-4815, Boyd County
Department of Corrections

As outlined, attached please find notification of a lease modification reflecting an increase in the area under lease, the addition of five automatic extension periods, and amortization of monies in excess of \$50,000.00 that is being processed by the Leased Properties Branch:

PR-4815, Boyd County

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

BSH/bh

CC: Capital Construction Log
OSBD
PR-4815 File
BSH

Attachment

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE MODIFICATION AMORTIZATION EXCEEDING \$50,000.00

Date Posted in 30-Day Register: March 18, 2022	
Lease No.: PR-4815	County: Boyd
Using Agency: Department of Corrections	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Boyd County Fiscal Court
Property Location: 3000 Louisa Street, Catlettsburg KY	
Existing Rental Terms	
Type Space: Office	Square Feet: 4,892
Annual Payment: \$78,272.00	Contract Expiration: June 30, 2023
Modified Rental Terms	
Type Space: Office	Square Feet: 6,321
Annual Payment: \$101,136.00	New Contract Expiration: June 30, 2028
Total Cost to be Amortized: \$85,263.00	
Projected Period of Amortization – Effective: July 1, 2022 (estimated) Through: June 30, 2028	
Reason for Modification (see attached approval memo and modification): Please see attached	
Estimate Details (see attached copies): 1. CTB Incorporated: \$85,263.00 2. Boyd County Fiscal Court: \$98,940.72	

COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

LESSOR	Boyd County Fiscal Court	PR NUMBER, COUNTY	PR-4815, Boyd County
ADDRESS	P.O. Box 423 Catlettsburg, KY 41129	VENDOR NUMBER	KY0032742
		AGENCY/DEPARTMENT	Department of Corrections
		DIVISION	
		DATE	March 18, 2022
		BUILDING CODE	91225001

1. Lease Agreement number PR-4815, Boyd County, dated March 15, 2010, is hereby modified as set forth in Paragraph Two.
2. This Lease is modified as follows:
 - 1) To increase the leased space by 1,429 square feet; from 4,892 square feet to 6,321 square feet; at the same terms and conditions as reflected in the existing lease, resulting in an annual increase of \$22,864.00 from \$78,272.00 to \$101,136.00.
 - 2) To amortize the \$85,263.00 cost for specified renovation expenses (per estimate submitted by CTB Incorporated) same attached and incorporated herein by reference.
 - 3) To add five automatic extension periods, at the modified terms defined herein, resulting in a new lease expiration date of June 30, 2028.
 - 4) The effective date for the increase in area under lease will be established by signature of the Director, Division of Real Properties, upon this document once verification has been received that all renovations have been satisfactorily completed. The effective date for the amortization portion of the modification shall be further defined as the first day of the month following the effective date for the increase in area under lease unless that date is otherwise 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 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 _____ Date

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. **BGR**



**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
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Andy Beshear
GOVERNOR

Holly M. Johnson
SECRETARY

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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 *BSH*
Division of Real Properties

DATE: March 18, 2022

SUBJECT: PR-4815, Boyd County
Department of Corrections

The Department of Corrections presently occupies 4,892 square feet of space leased at a rental rate of \$16.00 per square foot (\$78,272.00 annually) including utilities and janitorial with a term expiring June 30, 2023. The agency recently submitted a space request indicating a need for approximately 1,593 square feet of supplemental space to accommodate additional staffing. Pursuant to KRS 56.813, and subsequent to review of plans and specifications for the additional space, the lessor consented to lease the necessary space at terms that exceed those applied to the existing lease agreement. Specifically, they have agreed to extend the proposed lease term to June 30, 2028, as is permitted under KRS 56.806(1) as opposed to the current expiration date of June 30, 2023.

The renovations necessary to accommodate the Department of Corrections within the supplemental space requires for the upgrade of electrical; the demolition and installation of walls and drywall; the removal and installation of carpet and tile; and the installation of new doors. Based on the scope and cost of renovations for the project the lessor has requested that the Department absorb the entire renovation cost. In accordance with applicable provisions of KRS 56.813(2), the lessor has provided two estimates for renovations/construction (\$85,263.00 from CTB Incorporated and \$98,940.72 from Boyd County Fiscal Court). The Department of Corrections has recommended acceptance of the low bid from CTB Incorporated for \$85,263.00 with this amount amortized over the extended term of the lease as defined above.

The attached lease modification provides for an increase of 1,429 square feet; from 4,892 square feet to 6,321 square feet, and the corresponding increase of \$22,864.00 in the annual rent; from \$78,272.00 to \$101,136.00, the addition of five automatic extension periods, and the amortization of \$85,263.00 in leasehold improvement expenses as described above. Capital Projects & Bond Oversight Committee reporting is required for both the increase in space and the amortization. Your approval of the attached lease modification agreement is recommended to secure supplemental space as requested by the Department of Corrections.

Should you require additional information, please advise.

BSH/BGR/br
Attachment

APPROVED: *Scott Aubrey*
Scott Aubrey, Director





Date: REVISED December 14, 2021

Proposal

To: Boyd County Fiscal Court
2800 Louisa St.
Catlettsburg, KY 41129

Att: Eric Chaney, Judge Executive
Justin Pruitt, County Administrator

Re: Boyd County Probation Office
3000 Louisa St.
Catlettsburg, KY 41129

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: Project is split into (2) portions, Area "A" the front portion of the building, which is currently occupied, and Area "B", currently unoccupied.

Area A: Front portion of the building

1. Removes the existing door noted in the rear corridor leading toward the rear portion of the facility and that area modified as a corridor. Wall to be repaired and painted. Floor to receive LVT flooring and ceiling repaired.
2. In the front of the building, at the corner of room 101, we will repair the damaged drywall jamb, finish and paint the repair only.
3. Carpet in the corridor has been removed and replaced with LVT by others, under a separate contract, and we have included a credit from our sub to delete that from our precious quotation.
4. Existing corridor walls **will not** be painted.
5. The door frames on the corridor walls **will not** be repainted.
6. We will install a door life, 4" x 25" in the existing door between the corridor and the reception lobby.
7. There is **no work** involved in the reception area service windows or the wall area around the windows.
8. We will install a keypad operated, battery powered, lever handled lock on the existing door, from the front corridor to the entry foyer.
9. There is no other work noted to be done in the front building area.

Scope of work in front portion "A" of building is limited to the above.

For the total sum of.....\$ 8,776.00

Area B: Rear portion of the building

Sitework:

1. The existing floor covering, both carpet and the ceramic tile will be removed, except in the restrooms, where it will remain as it exists.
2. Existing wall base to be removed.
3. Existing pass thru window in the side entry vestibule to be removed. The existing aluminum entry door will remain in place, but is not planned for use in this rental application layout.
4. There are some existing walls to be removed, or partially removed, and the drywall and studs removed for installation of the new layout of the walls.
5. There are (4) existing hollow metal frames to be removed, as well as the existing doors in those openings.
6. The existing concrete floor left exposed where the ceramic tile is removed, will be ground to remove the grout and thinset adhesive..
7. The existing cabinets and countertop in the break room **will not** be removed. Break room will remain as it exists.
8. We will remove the drywall over the opening between the two buildings in common wall between the two structures.
9. Includes the removal of the accordion doors and surrounding wall in the rear area of the training room.

Carpentry:

1. New stud walls to be framed with pressure treated 2 x 4 bottom plates, 2 x 4 common wood studs, at 16" centers, with double 2 x 4 commons on the top plate. Walls to extend up thru the existing suspended acoustical ceiling.
2. Existing acoustical ceiling to remain in place, but will be cut to permit the studs to penetrate, and be braced off the secondary framing of the roof system. New wall angle to be applied to the new wall penetrations.
3. The door opening shown between the training room and the break room is included, and will receive a relocated door, frame and hardware.
4. There will be some studs and plates installed in the opening created by the removal of the pass thru window.
5. Includes some misc. studs should they be necessary at the intersection of some of the wall locations to be removed.

Thermal / Moisture Protection:

1. We will install R11, unfaced batt insulation in all new stud wall locations for sound attenuation.
2. Above the walls between the offices, we will install a layer of R11 unfaced, batt insulation, 4' wide, centered above the wall, to lay on the suspended ceiling grid, for sound control.

Doors, Frames, Finish Hardware:

1. Includes (5) new 3-0 x 7-0 hollow metal door frames and wood prefinished doors, with hinges, and Grade 2, keyed, lever handle locksets. Wood doors to be selected from a limited color list furnished to the Owner by C T B, from the supplier. Order on the prefinished wood doors is approx. 4 weeks from the date of confirmed color.

Finishes:

1. All new walls to be 5/8" drywall, finished, sanded, and painted 2 coats.
2. Existing drywall walls to be repaired, finished, and painted.
3. Areas shown on the drawings to receive VCT floor tile will be changed to LVT to match that installed in the corridor of the main building.
4. Areas shown with no VCT, in the rear area, to receive new carpet tiles.
5. All walls to receive new rubber cove base, in the rear area except the break room and the (2) rest rooms, where the existing finishes will remain as is.
6. Existing restroom floors will remain as they exist. Breakroom floor will remain.
7. Existing suspended ceiling will be reworked where the new stud walls extend up thru the grid, and the existing ceiling pads reused in those areas.

Furnishings:

1. Break room cabinetry and counter top will remain as it exists.

Mechanical:

1. Plumbing – Includes the installation of a bi-level drinking fountain. There is no other plumbing work involved.
2. HVAC – we have planned to install (6) new diffusers and rework the return air grilles, for the installation of the new wall layouts.

Electrical:

1. Includes the material and installation of the following:
 - (28) Duplex Receptacles
 - (12) Data / Phone stub ups to above the ceiling line.
 - (1) New plywood phone / data board
 - (6) 3 – way switches
 - (1) 4 – way switch
 - (6) Single pole switches
 - (1) Rework the existing electrical panels

Note: Existing light fixtures to remain in service and be repositioned in the appropriate space. No other new light fixtures are included. Also, we have deleted the (9) new exit / emergency lights combos and the (2) remote emergency light heads. Inspector may or may not require them. **Should they be required, it will be at an additional cost, herein, not included.**

Exclusions:

1. No Sprinkler System. (if this is required, I would budget \$ 2.50 / s.f. of the area size, for the interior work, to 5' outside the building. Exterior underground would be additional unknown cost.
- 2...HVAC is limited to the items mentioned above.
3. There is no exterior work, whatsoever.
4. There are no new ceiling light fixtures included. We will relocate the existing in the new rooms. Should the Owner wish to furnish new fixtures, we will install, at no additional cost to the Owner.

Area B for the total sum of \$ 76,487.00

In Summary:

Area A Total.....	\$ 8,776.00
Area B Total.....	<u>\$ 76,487.00</u>

Grand Total \$ 85,263.00

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, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601

Attn: Bias Redding

Re: Boyd County Probation & Parole Office
3000 Louisa Street
Catlettsburg, Kentucky 41129

Scope:

This project is split in two areas, Area A and Area B.

"Area 1" being the existing space.

"Area 2" being the unoccupied space.

1. Removing an existing door to open a hallway to Area 2 of the building.
2. Will repair damaged drywall by room 101.
3. Will install a door lite, 4"X25" in door between office area and lobby, will paint door and frame

All renovations in "Area 1" will be completed for the sum of \$16,129.20

"Area 2"

1. Existing floor covering will be removed except for restrooms.
2. Pass thru window inside entry will be removed.
3. Some existing walls will be removed or partially removed
4. Concrete floor will be exposed, all glue from old tile will be removed
5. Will remove drywall over opening between two buildings in common wall.
6. Remove accordion doors in closet of training room
7. New walls to be built for office spaces.
8. New LVT will be installed.

All work requested in "Area B" such as new walls, flooring, etc. will be completed for the sum of \$82,811.52

Grand Total = \$98,940.72



Andy Beshear
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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 1, 2022

SUBJECT: PR-5731, Graves County
Transportation Cabinet
Emergency Lease

As outlined, attached please find notification of a lease agreement/amendment 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-5731 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

EMERGENCY LEASE AGREEMENT

Lease No.: PR-5731		County: Graves	
Using Agency: Transportation Cabinet			
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary		Country Living Mobile Home Park of Mayfield Incorporated	
Property Location: 94 Flood Road, Mayfield, KY			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification			
Type Space: Seventeen (17) Non-congregate Shelter Site(s)		Cost Per Square Foot: \$N/A - \$325.00 per site per month	
Annual Rental Cost: \$66,300.00		Average Cost Per Square Foot of Leased-In Space in County: \$N/A No comparable agreements	
Utilities Included: <input checked="" type="checkbox"/> Yes (partial) <input type="checkbox"/> No			
Cancellation Clause:		<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days	<input type="checkbox"/> No If no, explain why not:
Effective Date: March 1, 2022 (15 sites) – March 4, 2022 (2 sites)		Expiration Date: Month to month until terminated.	
Justification for Lease: Please see attached SPR1			
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			



Commonwealth of Kentucky Strategic Purchase Request

SPR1 Information

Doc ID: SPR1 605 22000002976 Version: 1 Status: pending

Short Description: Non-Congregate Sheltering Program

Vendor Name: various

Cost: \$7,900,000.00

Request Date: 1/14/22

Request Department: 605

Type of Request: Non-IT No Bid Requests

Sub Category: EMERGENCY PURCHASE REQUEST

Proc Folder:

Proc Type ID:

APPROVED
Holly Johnson

DocuSigned by:

Holly Johnson

81C993F8FAZ3433

Contact Information

Requestor ID: RMJ0418

Requestor Name: Laura Hagan

Phone Number: 502-782-3980

Email: laura.hagan@ky.gov

Purpose and Justification

Will Personal Security Information & Breach provisions apply to contract per KRS61.9317? n/a

Purpose, Justification, Method of Procurement:

The Transportation Cabinet is requesting authority to contract for the following services related to recovery from the tornado event December 10-11, 2021 in 16 Kentucky counties:

- . Construction of pads for sheltering units (travel trailers / RVs)
- . Installation / modification of utilities at these sites to include water, sewer / septic, and electric
- . Hauling and installation for sheltering units
- . Maintenance and Inspection of sheltering units

This request is for not to exceed amount of \$7,900,000.

NON-COMPETITIVE PROCUREMENT REQUEST

Pursuant to Competitive Bidding Exceptions: FAP111-09-00 Not Practicable or Feasible, FAP111-10-00 Sole Source, FAP111-39-00 Emergency Purchases, the Finance Cabinet is responsible for approving non-competitive procurements.
ATTACH THIS FORM TO THE SPR1

DATE: 1/13/22

AGENCY INFORMATION

Department: KY Transportation Cabinet
 State Highway Engineer's Office
 Agency Contact Name: Jason Siwula
 Contact Email: jason.siwula@ky.gov
 Contact Phone: 502-782-5537

Address: various
 Website:

Amount of Purchase: \$7,900,000.00 Duration of Contract: unknown

CHOOSE ONE OF THE FOLLOWING:

NOT PRACTICABLE OR FEASIBLE

Present justification in the space below explaining why the suggested vendor is the only vendor that offers an item or services that will satisfy the agency requirements. Explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and approach.

SOLE SOURCE

Present justification in the space below clearly substantiating the fact that the item or services is the only item or service that will meet the agency requirements. Provide written justification from the vendor demonstrating they are the sole manufacturer, sole distributor or sole authorized agent. While a vendor may be the sole manufacturer, distributor or authorized agent of a particular item or service, if there are competing products or services available, the item or service is not considered a sole source.

EMERGENCY

Present explanation in the space below of the emergency condition that created a threat or impending threat to public welfare or safety such as fire, flood, tornado, other natural or man-made disaster, epidemic, riot, enemy attack, sabotage, explosion, power failure, energy shortage, transportation emergency, equipment failure or state or federal legislative mandate or similar event.

The Transportation Cabinet is requesting authority to contract for the following services related to recovery from the tomado event December 10-11, 2021:

- Construction of pads for sheltering units (travel trailers / RVs)
- Installation / modification of utilities at these sites to include water, sewer / septic, and electric
- Hauling and installation for sheltering units
- Maintenance and Inspection of sheltering units

Governor Andy Beshear has tasked the Transportation Cabinet with project management of the non-congregate sheltering (NCS) solution. As such, the Transportation Cabinet wishes to handle all procurements needed for this project in house within our Division of Purchases. These services are necessary for the sheltering units (travel trailers) that will serve as temporary shelters for individuals and households of residences that were destroyed, suffered major damage, or are otherwise uninhabitable from the tornadoes. The Commonwealth is seeking to provide these non-congregant temporary shelters in accordance with FEMA policies as part of the Emergency Declaration and in cooperation with Kentucky Emergency Management.

We will be utilizing Request for Quotes as the procurement method to establish contracts for these services.

NON-COMPETITIVE PROCUREMENT REQUEST

FUTURE PURCHASES

Explain how this purchase will obligate the Commonwealth to a particular vendor for future purchases, if applicable. For example, will future maintenance require future contracts with this vendor or can contracts for maintenance be competitively awarded? Will "like" or "proprietary" items be required to be purchased from only this vendor? Explain in detail.

This request is solely for contracts related to the disaster declaration from the events on December 10-11, 2021.

IMPACT TO COMMONWEALTH

Explain the impact to the Commonwealth if this request is not approved.

The individuals and households that experienced the devastating loss of their homes will not be provided temporary housing solutions until their homes can be repaired or rebuilt.

2021 NON-CONGREGATE SHELTER (NCS) SITE LEASE AGREEMENT

WHEREAS communities within the Commonwealth of Kentucky, sustained catastrophic damage from severe weather events including tornados, severe thunderstorms, flash floods and damaging winds on December 10 and 11, 2021; and

WHEREAS the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways has partnered with the Kentucky Division of Emergency Management to carry out an emergency non-congregate sheltering program and Country Living Mobile Home Park, hereinafter OWNER, is the owner of fifteen (15) lots suitable with necessary sewer, electric and water hookups available for the location of a non-congregate shelter located at 94 Flood Road, Mayfield, Kentucky 42066 (collectively, "the parties"); and

WHEREAS the tornados on December 10, 2021 created the need for temporary sheltering for residents affected by the aforementioned tornados in Western Kentucky;

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

This Lease Agreement is made this 1st day of March 2022, by and between Country Living Mobile Home Park, 94 Flood Road, Mayfield, Graves, Kentucky 42066 as Lessor, and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways (hereinafter, "Department"), 200 Mero Street, Frankfort, Kentucky 40622 as Lessee.

1. The DEPARTMENT does hereby lease fifteen (15) lots with fully operable utility hookups for sewer, water and electric from the OWNER located at 94 Flood Road, Mayfield, Graves, Kentucky 42066, for the location of non-congregate shelters (NCS) for families, as determined by the Department, whose homes were destroyed or are suffered housing instability due to the aforementioned weather event. The DEPARTMENT shall have full control of said leased space
2. The costs for the following utilities are included with this Lease Agreement: water, sewer, and trash removal.
3. The term of this lease shall be month to month commencing on the 1st day of March 2022, but shall run from this date until such time as the DEPARTMENT shall give 30 days written notice of termination of the lease to OWNER, with time to be computed from date of mailing notice. The OWNER 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.
4. The sole consideration for this Lease Agreement is the payment of \$325 per site per month, with \$250 deposit for the site and \$25 deposit for water by the DEPARTMENT to the OWNER and no cash or other payment shall be required of or made by the DEPARTMENT to the OWNER
5. The DEPARTMENT 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 premises.~~ Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain the Commonwealth's property and must be removed by it prior to the termination of this Lease.
6. Unless otherwise specified, the OWNER shall maintain the premises in good repair and tenable condition, 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 OWNER reserves the right to enter and inspect the premises at reasonable times.

REAL PROPERTIES INVENTORY SECTION

7. The DEPARTMENT 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 wear and tear and natural decay excepted.

8. The DEPARTMENT may terminate this lease pursuant to KRS 56.806(6) without cause by giving 30 day's written notice of such termination to the OWNER

9. This lease shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky

10. 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 invalidity shall not 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.

11. The OWNER 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 OWNER 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 laws of the Commonwealth.

12. To the extent applicable, the OWNER 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).

13. The OWNER 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 as required by Kentucky law. Records received during such a financial audit or program review may be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

14. The OWNER shall be responsible for procuring and continuously maintaining casualty and liability insurance on the leased premises.

15. 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.

16. 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.

DocuSigned by:
Chris Crowl 2/24/2022
78ED024141D149D
Vendor/Lessor Date

DocuSigned by:
William Fogle 2/24/2022
78ED024141D149D
Approved as to form & legality:
Attorney, Transportation Cabinet Date

DocuSigned by:
[Signature] 3/1/2022
9CC41277804844E
Secretary, Transportation Cabinet Date

Patricia M. D. 3/23/2022
Approved as to form & legality:
Attorney, Finance & Administration Cabinet Date

Heather M. Connor 3-24-2022
Secretary, Finance & Administration Cabinet Date

License ID: SR# 22-010 PR# 5731



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

Andy Beshear
GOVERNOR

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

Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: March 23, 2022

SUBJECT: PR-5731, Graves County
Transportation Cabinet

Attached for your review and signature is a lease between Country Living Mobile Home Park and the Commonwealth of Kentucky, Department of Highways for 15 lots located in Mayfield Kentucky. The tornadoes that occurred on December 10, 2021 created a need for temporary housing for those affected by the storm. The lease will be effective March 1, 2022 and includes provisions allowing the Commonwealth to terminate the agreement with a thirty (30) day notice. For and in consideration of this lease, the Commonwealth will pay \$325 per site per month (\$58,500.00 annually).

Therefore, since it is in the best interest of the Commonwealth to provide assistance to those affected by the aforementioned tornadoes, and in accordance with applicable provisions of KRS 45A.095, Subsections 2, 4, and/or 5, I recommend approval of the attached agreement, between the Transportation Cabinet and Country Living Mobile Home Park.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED:

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

**2021 NON-CONGREGATE SHELTER (NCS) SITE LEASE AGREEMENT
AMENDMENT**

This AMENDMENT, dated this 4th day of March, 2022, by and between Country Living Mobile Home Park (hereinafter referred to as "Owner"), and the COMMONWEALTH OF KENTUCKY, Transportation Cabinet, Department of Highways acting by and through Holly M. Johnson, Secretary of the Finance and Administration Cabinet (hereinafter referred to as "the Department").

WITNESSETH:

WHEREAS, the Owner entered into an Agreement with the Commonwealth that began on 1st day of March, 2022 for the lease of 15 lots with full water, sewer and electric hookups; and,

WHEREAS, the Owner currently has additional lots for lease and the Department has a need for additional lots for non-congregate shelters for families whose houses were destroyed by the tornadoes that hit Western Kentucky on December 10, 2021; and,

WHEREAS, the Department wishes to add another 2 sites to the aforementioned agreement.

THEREFORE, this Amendment shall hereby amend the 2021 Non-Congregate Shelter (NCS) Site Lease Agreement that went into effect March 1, 2022, made and entered into by and between the above-named parties. Said Lease Agreement is hereby modified and amended as follows:

TERMS AND CONDITIONS

Effective March 4, 2022, the Owner agrees to lease an additional 2 lots to the Department under the same terms and conditions of the original Agreement.


All other terms and conditions of the original Agreement, except as modified above, are hereby ratified and confirmed and shall remain in full force and effect.

OWNER:


DocuSigned by

24124FEE7864D
Country Living Mobile Home Park

Recommended:

DocuSigned by

10C812F7B541E
Jim Gray, Secretary
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

DocuSigned by

1A8C02444D140C
Attorney,
Transportation Cabinet

**REAL PROPERTIES
INVENTORY SECTION**

REVIEW FOR FORM AND LEGALITY:

Patrick M. D...

3/23/2022

Attorney,
Finance and Administration Cabinet

APPROVED:

Holly M. Johnson

3-24-2022

Holly M. Johnson, Secretary
Finance and Administration Cabinet



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

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

Andy Beshear
GOVERNOR

Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: March 23, 2022

SUBJECT: PR-5731, Graves County
Transportation Cabinet

Attached for your review and signature is a Lease Amendment, with an effective date of March 4, 2022, between Country Living Mobile Home Park and the Commonwealth of Kentucky, Department of Highways for two (2) additional lots for a total of seventeen (17) lots at this location. As defined in the original lease agreement, the consideration is \$325.00 per site per month (\$66,300.00 annually), and the Commonwealth retains the right to terminate the agreement with a thirty (30) day notice.

Therefore, based on the expanded need and availability of lots at this location as identified by the Transportation Cabinet, and in accordance with applicable provisions of KRS 45A.095, Subsections 2, 4, and/or 5, I recommend approval of the attached amendment between the Transportation Cabinet and Country Living Mobile Home Park.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED:

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



Andy Beshear
GOVERNOR

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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 *BSH*
Division of Real Properties

DATE: April 4, 2022

SUBJECT: PR-5732, Warren County
Transportation Cabinet
Emergency Lease

As outlined, attached please find notification of a lease agreement/amendment 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-5732 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

EMERGENCY LEASE AGREEMENT

Lease No.: PR-5732		County: Warren	
Using Agency: Transportation Cabinet			
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary		Fay's Mobile Homes Incorporated	
Property Location: 5690 Louisville Road, Bowling Green, KY			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Ten (10) Non-congregate Shelter Site(s)		Cost Per Square Foot: \$N/A - \$500.00 per site per month	
Annual Rental Cost: \$60,000.00		Average Cost Per Square Foot of Leased-In Space in County: \$N/A No comparable agreements	
Utilities Included: <input checked="" type="checkbox"/> Yes (partial) <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
Effective Date: March 18, 2022		Expiration Date: Month to month until terminated.	
Justification for Lease: Please see attached SPR1			
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			



Commonwealth of Kentucky Strategic Purchase Request

SPR1 Information

Doc ID: SPR1 605 22000002976 Version: 1 Status: pending

Short Description: Non-Congregate Sheltering Program

Vendor Name: various

Cost: \$7,900,000.00

Request Date: 1/14/22

Request Department: 605

Type of Request: Non-IT No Bid Requests

Sub Category: EMERGENCY PURCHASE REQUEST

Proc Folder:

Proc Type ID:

APPROVED
Holly Johnson

DocuSigned by:
Holly Johnson
81C993F6FA23433

Contact Information

Requestor ID: RMJ0418

Requestor Name: Laura Hagan

Phone Number: 502-782-3980

Email: laura.hagan@ky.gov

Purpose and Justification

Will Personal Security Information & Breach provisions apply to contract per KRS61.9317? n/a

Purpose, Justification, Method of Procurement:

The Transportation Cabinet is requesting authority to contract for the following services related to recovery from the tornado event December 10-11, 2021 in 16 Kentucky counties:

- . Construction of pads for sheltering units (travel trailers / RVs)
- . Installation / modification of utilities at these sites to include water, sewer / septic, and electric
- . Hauling and installation for sheltering units
- . Maintenance and Inspection of sheltering units

This request is for not to exceed amount of \$7,900,000.

NON-COMPETITIVE PROCUREMENT REQUEST

Pursuant to Competitive Bidding Exceptions: FAP111-09-00 Not Practicable or Feasible, FAP111-10-00 Sole Source, FAP111-39-00 Emergency Purchases, the Finance Cabinet is responsible for approving non-competitive procurements. ATTACH THIS FORM TO THE SPR1

DATE: 1/13/22

AGENCY INFORMATION

Department: KY Transportation Cabinet
State Highway Engineer's Office
Agency Contact Name: Jason Shwula
Contact Email: jason.shwula@ky.gov
Contact Phone: 502-782-5537

Address: various
Website:

Amount of Purchase: \$7,900,000.00
Duration of Contract: unknown

CHOOSE ONE OF THE FOLLOWING:

- NOT PRACTICABLE OR FEASIBLE
SOLE SOURCE
EMERGENCY (checked)

The Transportation Cabinet is requesting authority to contract for the following services related to recovery from the tornado event December 10-11, 2021:
Governor Andy Beshear has tasked the Transportation Cabinet with project management of the non-congregate sheltering (NCS) solution.
We will be utilizing Request for Quotes as the procurement method to establish contracts for these services.

NON-COMPETITIVE PROCUREMENT REQUEST

FUTURE PURCHASES

Explain how this purchase will obligate the Commonwealth to a particular vendor for future purchases, if applicable. For example, will future maintenance require future contracts with this vendor or can contracts for maintenance be competitively awarded? Will "like" or "proprietary" items be required to be purchased from only this vendor? Explain in detail.

This request is solely for contracts related to the disaster declaration from the events on December 10-11, 2021.

IMPACT TO COMMONWEALTH

Explain the impact to the Commonwealth if this request is not approved.

The individuals and households that experienced the devastating loss of their homes will not be provided temporary housing solutions until their homes can be repaired or rebuilt.

2021 NON-CONGREGATE SHELTER (NCS) SITE LEASE AGREEMENT

WHEREAS communities within the Commonwealth of Kentucky, sustained catastrophic damage from severe weather events including tornados, severe thunderstorms, flash floods and damaging winds on December 10 and 11, 2021; and

WHEREAS the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways has partnered with the Kentucky Division of Emergency Management to carry out an emergency non-congregate sheltering program and Fay's Mobile Homes, Inc., hereinafter OWNER, is the owner of ten (10) lots suitable with necessary sewer, electric and water hookups available for the location of a non-congregate shelter located at Country Living Estates, 5690 Louisville Road, Bowling Green, Kentucky 42101 (collectively, "the parties"); and

WHEREAS the tornados on December 10, 2021 created the need for temporary sheltering for residents affected by the aforementioned tornados in Western Kentucky;

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

This Lease Agreement is made this 18th day of March 2022, by and between Fay's Mobile Homes, Inc., 5670 Louisville Road, Bowling Green, Kentucky 42101 as Lessor, and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways (hereinafter, "Department"), 200 Mero Street, Frankfort, Kentucky 40622 as Lessee.

1. The DEPARTMENT does hereby lease ten (10) lots with fully operable utility hookups for sewer, water and electric from the OWNER located at 5670 Louisville Road, Bowling Green, Kentucky 42101, for the location of non-congregate shelters (NCS) for families, as determined by the Department, whose homes were destroyed or are suffered housing instability due to the aforementioned weather event. The DEPARTMENT shall have full control of said leased space.
2. The costs for the following utilities are included with this Lease Agreement: water, sewer, mowing, and trash removal.
3. The term of this lease shall be month to month commencing on the 18th day of March 2022, but shall run from this date until such time as the DEPARTMENT shall give 30 days written notice of termination of the lease to OWNER, with time to be computed from date of mailing notice.
4. The sole consideration for this Lease Agreement is the payment of \$500 per site per month, with \$50 application fee plus additional \$25 fee for each additional adult by the DEPARTMENT to the OWNER and no cash or other payment shall be required of or made by the DEPARTMENT to the OWNER.
5. The DEPARTMENT 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 premises. Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain the Commonwealth's property and must be removed by it prior to the termination of this Lease.
6. Unless otherwise specified, the OWNER shall maintain the premises in good repair and tenable condition, 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 OWNER reserves the right to enter and inspect the premises at reasonable times.

REAL PROPERTIES
INVENTORY SECTION

7. The DEPARTMENT 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 wear and tear and natural decay excepted.

8. The DEPARTMENT may terminate this lease pursuant to KRS 56.806(6) without cause by giving 30 day's written notice of such termination to the OWNER.

9. The OWNER may also terminate this lease without cause by giving 30 day's written notice of such termination to the DEPARTMENT.

10. This lease shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky

11. 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 invalidity shall not 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.

12. The OWNER 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 OWNER 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 laws of the Commonwealth.

13. To the extent applicable, the OWNER 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).

14. The OWNER 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 as required by Kentucky law. Records received during such a financial audit or program review may be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

15. The OWNER shall be responsible for procuring and continuously maintaining casualty and liability insurance on the leased premises.

16. 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.

17. 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.

Tony's Mobile Homes by Diane Estes
Vendor/Lessor Date 3-18-22

DocuSigned by:
William Fogle 3/18/2022
78E002414101480

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

DocuSigned by:
ASO 3/21/2022
8DC832F7894544E

Secretary, Transportation Cabinet Date

Richard M. Deane 3/24/2022
Approved as to form & legality:
Attorney, Finance & Administration Cabinet Date

Heidi M. Chilton 3-24-2022
Secretary, Finance & Administration Cabinet Date

License ID: SR# 22-011 PR# 5732



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

Andy Beshear
GOVERNOR

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Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: March 23, 2022

SUBJECT: PR-5732, Warren County
Transportation Cabinet

Attached for your review and signature is a lease between Fay's Mobile Homes, Incorporated and the Commonwealth of Kentucky, Department of Highways for 10 lots located in Bowling Green Kentucky. The tornadoes that occurred on December 10, 2021 created a need for temporary housing for those affected by the storm. The lease will be effective March 18, 2022 and includes provisions allowing the Commonwealth and Lessor to terminate the agreement with a thirty (30) day notice. For and in consideration of this lease, the Commonwealth will pay \$500.00 per site per month (\$60,000.00 annually).

Therefore, since it is in the best interest of the Commonwealth to provide assistance to those affected by the aforementioned tornadoes, and in accordance with applicable provisions of KRS 45A.095, Subsections 2, 4, and/or 5, I recommend approval of the attached agreement, between the Transportation Cabinet and Fay's Mobile Homes, Incorporated.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED:

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