



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 *BSH*
Division of Real Properties

DATE: May 10, 2022

SUBJECT: PR-3974, Jefferson County
Transportation Cabinet
Lease Modification Exceeding \$50,000.00

As outlined, attached please find notification of a lease agreement modification 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-3974 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE MODIFICATION EXCEEDING \$50,000.00

Lease No.: PR-3974		County: Jefferson	
Using Agency: Transportation Cabinet			
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Louisville Underground LLC	
Property Location: 1841 Taylor Avenue, Louisville, KY			
Check One: <input type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification			
Type Space: Storage (Salt)		Cost Per Square Foot: \$2.25	
Annual Rental Cost: \$341,860.52		Average Cost Per Square Foot of Leased-In Space in County: \$ N/A (No comparable leases)	
Utilities Included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
	If yes, explain terms: 30 Days		
		If no, explain why not:	
Effective Date: April 1, 2021		Expiration Date: June 30, 2025	
Justification for Lease: Please see attached			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): Please see attached.			

COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

LESSOR	Louisville Underground LLC	PR NUMBER, COUNTY	PR-3974, Jefferson County
ADDRESS	PO Box 35174 Louisville KY 40232	VENDOR NUMBER	KY0018942
		AGENCY/DEPARTMENT	Transportation Cabinet
		DIVISION	
		DATE	May 9, 2022
		BUILDING CODE	90410001

1. Lease Agreement number PR-3974, Jefferson County, dated July 1, 2019, is hereby modified as set forth in Paragraph 2.
2. This Lease is modified as follows:

EFFECTIVE APRIL 1, 2021:

To decrease the leased space by 33,545 square feet; from 185,483 square feet to 151,938 square feet, at the terms and conditions reflected in the existing lease, resulting in an annual decrease of \$75,476.24 from \$417,336.76 to \$341,860.52.

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 _____

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



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: Scott Aubrey, Director
Division of Real Properties

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

DATE: May 9, 2022

SUBJECT: PR-3974, Jefferson County
Transportation Cabinet

The Transportation Cabinet presently utilizes a total of 185,483 square feet of underground salt storage space, leased at a rental rate of \$2.25 per square foot (\$417,336.76 annually) including utilities, with a term expiring June 30, 2025. The Cabinet recently submitted a request to decrease the area under lease by 33,545 square feet due to relocation within the cavern complex, with a total of 151,938 square feet to remain under lease for salt storage at this facility.

Pursuant to applicable provisions of KRS 56.813, the existing lessor consented to the decrease in storage space at the terms and conditions applied to the existing lease agreement. The attached lease modification therefore provides for a decrease of 33,545 square feet in the area under lease; from 185,483 square feet to 151,938 square feet, and the corresponding decrease of \$75,476.24 in the annual rental cost; from \$417,336.76 to \$341,860.52. Capital Projects and Bond Oversight Committee reporting is required for this lease modification pursuant to applicable requirements of KRS 56.823(11) and your approval of the attached lease modification is recommended to decrease the area under lease for salt storage space as requested by the Transportation Cabinet.

Should you require additional information, please advise.

JSA/BSH/lid
Attachment

APPROVED: *[Signature]*

Scott Aubrey, Director



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: May 2, 2022

SUBJECT: PR-3855, Bourbon 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-3855 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-3855		County: Bourbon	
Using Agency: Cabinet for Health & Family Services			
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary		City of Paris	
Property Location: 525 High Street, Paris, KY			
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office		Cost Per Square Foot: \$13.20	
Annual Rental Cost: \$109,230.00		Average Cost Per Square Foot of Leased-In Space in County: \$13.20 (single lease)	
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 **HEALTH AND FAMILY SERVICES** and **CITY OF PARIS 525 HIGH ST, STE 108 PARIS KY 40361** by mutual agreement, is hereby renewed at the same terms and conditions for further periods of twelve (12) months not to extend beyond June 30 (please check and initial your choice on the appropriate line):

<input checked="" type="checkbox"/> 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 \$ 13.20 per square foot for 8,275 square feet for office space.

LEASE NUMBER: PR03855	LOCATION:
COUNTY: BOURBON	525 HIGH ST PARIS KY 40361
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 \$ 109,230.00

John A. Remmer
LESSOR

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

859-987-2110
LESSOR'S CURRENT PHONE NUMBER

ATTORNEY, FINANCE & ADMINISTRATION CABINET

NEW ADDRESS Only if the above address is incorrect

SECRETARY, FINANCE & ADMINISTRATION CABINET

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



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: May 2, 2022

SUBJECT: PR-5723, Whitley County
Transportation Cabinet
Annual Rental Exceeding \$100,000.00

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

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

BSH/BGR/br
Attachment

CC: Capital Construction Log
OSBD
PR-5723 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-5723		County: Whitley	
Using Agency: Transportation Cabinet			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Cumberland Gap Properties	
Property Location: 16 Perkins Street, Woodbine KY 40771			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office, Warehouse and Land		Cost Per Square Foot: \$14,000.00 Monthly (\$4.23 equivalent rate when applied to office/warehouse area only)	
Annual Rental Cost: \$168,000.00		Average Cost Per Square Foot of Leased-In Space in County: \$9.75 (office space average, no comparable leases)	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 days		<input type="checkbox"/> No If no, explain why not:
Effective Date: July 1, 2022		Expiration Date: June 30, 2025	
Justification for Lease: See Attached			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): See Attached			



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: Scott Aubrey, Director
Division of Real Properties

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

DATE: April 26, 2022

SUBJECT: PR-5723, Whitley County
Transportation Cabinet

The Transportation Cabinet recently submitted a request to obtain temporary warehouse and office space as well additional land to accommodate an immediate requirement for a temporary District Highway maintenance facility, same indicating a need for approximately 39,634 square feet of mixed use space and approximately six acres of land for equipment and material storage. The requirement for the temporary replacement facility results from a Memorandum of Agreement entered into between the Transportation Cabinet, the Whitley County Industrial Development Authority, and the Firestone Industrial Products Company LLC wherein Firestone has a need to expand its existing manufacturing and warehousing facility that is located adjacent to the existing Transportation Cabinet's Whitley County maintenance storage facility, and the Transportation Cabinet is in the acquisition phase of acquiring a new maintenance storage facility in Whitley County KY with anticipated completed date in 2025, and the Cabinet has therefore has agreed to surplus the existing maintenance storage facility to the Whitley County Industrial Development Authority in the interest of economic development. Inquiries relative to the lease of approximately 35,000 to 45,000 square feet of temporary office/warehouse space and the additional acreage were initiated; however, only one available facility containing sufficient space and land to accommodate the Cabinet's request was identified as follows:

- Cumberland Gap Properties (Jim Hall) offered property located at 16 Perkins Street, Woodbine KY.

The Division of Real Properties explored potential sites (i.e., public information, existing leased facilities, political subdivisions, etc.) offering warehouse, office and additional acreage in Whitley and adjacent counties, and a minimal number of potential properties were identified. None of the alternative sites offered the ability to accommodate all of the Cabinet's spaces needs in a single location and they advised that splitting the functions between multiple locations and/or counties could significantly interfere with operational efficiency.

Memo to: Scott Aubrey, Director
PR 5723, Whitley County
Transportation Cabinet
April 26, 2022
Page Two

Cumberland Gap Properties offered use of 37,329 square feet of warehouse space, 2,355 square feet of office space, and six acres of land at a rental rate of \$14,000.00 monthly, excluding utilities and janitorial services, with a term expiring June 30, 2025. The Cabinet recommended acceptance of the proposal from Cumberland Gap Properties and the Division of Real Properties concurs as it was the only valid proposal received in response to the request(s) for temporary space. Based on the information herein, and in concurrence with KRS 45A.095 (1), public advertisements were waived because it is not practical to bid due to the need for immediate possession of the proposed space and the short duration of the lease agreement. This writing is intended to serve as the determination and finding specified in the aforementioned statute.

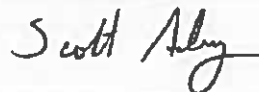
The renovations/improvements necessary to accommodate the Transportation Cabinet in the identified space include the installation of a wash out pit, installation of oil and water separator, installation of an anti-freeze hydrant, construction of a drainage ditch and retention pond, and construction of storage areas for salt, calcium chloride, and salt brine. Based on the scope and cost of renovations for the project the lessor has requested that the Cabinet absorb the costs associated with the aforementioned improvements. In accordance with applicable provisions of KRS 56.813(2), the lessor provided one estimate for the proposed renovations in the amount of \$84,583.75. The Transportation Cabinet advised that they believed the estimate to be fair and reasonable and recommended acceptance of the bid from Cumberland Gap Properties with the \$84,583.75 amount to be amortized over the term of the lease. Noting both the timing considerations with the project as a whole, and the fact that Transportation Cabinet staff have more specific expertise relative to costs associated with construction or renovations to accommodate specialized requirements, we recommend a waiver of the internal requirement for a second estimate.

The attached lease agreement therefore provides for use of 37,329 square feet of warehouse space, 2,355 square feet of office space, and six acres of land at a rental rate of \$14,000.00 month (\$168,000.00 annually), excluding utilities and janitorial services, with a term expiring June 30, 2025. The attached lease modification then provides for the amortization of \$84,583.75 in leasehold improvement expenses as described herein. Capital Projects and Bond Oversight Committee reporting is required for both the proposed lease agreement and lease modification, and your approval of both is recommended to secure appropriate temporary replacement space for benefit of the Transportation Cabinet.

Should you require additional information, please advise.

JSA/BSH/br
Attachment

APPROVED:



Scott Aubrey, Director

COMMONWEALTH OF KENTUCKY LEASE AGREEMENT

LEASE/PR #	PR-5723, Whitley County	AGENCY/ DEPARTMENT	Transportation Cabinet
INITIAL ENCUMBRANCE	\$	DIVISION	
ANNUAL ENCUMBRANCE	\$168,000.00	DATE	May 2, 2022
VENDOR CODE #		BUILDING CODE #	

THIS LEASE, entered into between: **Cumberland Gap Properties**, whose address is: **P.O. Box 128; Barbourville KY 40906** (Business Phone: **606.215.0007** 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 **16 Perkins Street, Woodbine, KY 40771** in the County of **Whitley**.

1b. Said premises consisting of **39,684** square feet of **warehouse and office** space, plus an additional **six (6) acres** of surrounding grounds are to be rented at the cost of **\$14,000.00 monthly** and will be used by the Commonwealth, for **Warehouse and Office** space, plus approximately six (6) acres of grounds for operational purposes.

2. The Commonwealth agrees to pay rent to the Lessor for the leased premises at the rate of **\$42,000.00** payable **Quarterly**. The Lessor shall provide the Commonwealth with the following services: **None**, with **Ten (10)** 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 **July 1, 2022**, and end **JUNE 30, 2023**.

4. This Lease shall be extended automatically upon the same terms and conditions herein for further periods of 12 months, not to exceed **Two (2)** 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, 2025**. 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 premises, 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 wear and tear and natural decay excepted.

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

11. If the premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage so as to render the premises untenable, the Commonwealth may terminate or suspend this Lease 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 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.

13. 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 Agreement he will not be in violation of the campaign finance laws 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 (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 the 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.

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 40601-2607, phone 502/564-2705.

BGR



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: May 2, 2022

SUBJECT: PR-5723, Whitley County
Transportation Cabinet
Statutory Lease Modification Report

As outlined, attached please find notification of a lease modification reflecting amortization of monies that have been processed by our Leased Properties Branch:

PR-5723, Whitley 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-5723 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE MODIFICATION AMORTIZATION

Date Posted in 30-Day Register: May 2, 2022	
Lease No.: PR-5723	County: Whitley
Using Agency: Transportation Cabinet	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Cumberland Gap Properties
Property Location: 16 Perkins Street, Woodbine KY 40771	
<i>Existing Rental Terms</i>	
Type Space: Office, Warehouse and Land	Square Feet: 39,684 sf, plus 6 acres of land
Annual Payment: \$168,000.00	Contract Expiration: June 30, 2025
<i>Modified Rental Terms</i>	
Type Space: Office, Warehouse and Land	Square Feet: 39,684 sf, plus 6 acres of land
Annual Payment: \$168,000.00	New Contract Expiration: June 30, 2025
Total Cost to be Amortized: \$84,583.75	
Projected Period of Amortization – Effective: October 1, 2022 (Projected) Through: June 30, 2025	
Reason for Modification (see attached approval memo and modification): See attached	
Estimate Details (see attached copies): 1. Cumberland Gap Properties - \$84,583.752.	



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: Scott Aubrey, Director
Division of Real Properties

FROM: Brien S. Hoover, Leasing Manager / 3
Division of Real Properties

DATE: April 26, 2022

SUBJECT: PR-5723, Whitley County
Transportation Cabinet

The Transportation Cabinet recently submitted a request to obtain temporary warehouse and office space as well additional land to accommodate an immediate requirement for a temporary District Highway maintenance facility, same indicating a need for approximately 39,634 square feet of mixed use space and approximately six acres of land for equipment and material storage. The requirement for the temporary replacement facility results from a Memorandum of Agreement entered into between the Transportation Cabinet, the Whitley County Industrial Development Authority, and the Firestone Industrial Products Company LLC wherein Firestone has a need to expand its existing manufacturing and warehousing facility that is located adjacent to the existing Transportation Cabinet's Whitley County maintenance storage facility, and the Transportation Cabinet is in the acquisition phase of acquiring a new maintenance storage facility in Whitley County KY with anticipated completed date in 2025, and the Cabinet has therefore has agreed to surplus the existing maintenance storage facility to the Whitley County Industrial Development Authority in the interest of economic development. Inquiries relative to the lease of approximately 35,000 to 45,000 square feet of temporary office/warehouse space and the additional acreage were initiated; however, only one available facility containing sufficient space and land to accommodate the Cabinet's request was identified as follows:

- Cumberland Gap Properties (Jim Hall) offered property located at 16 Perkins Street, Woodbine KY.

The Division of Real Properties explored potential sites (i.e., public information, existing leased facilities, political subdivisions, etc.) offering warehouse, office and additional acreage in Whitley and adjacent counties, and a minimal number of potential properties were identified. None of the alternative sites offered the ability to accommodate all of the Cabinet's spaces needs in a single location and they advised that splitting the functions between multiple locations and/or counties could significantly interfere with operational efficiency.

Memo to: Scott Aubrey, Director
PR 5723, Whitley County
Transportation Cabinet
April 26, 2022
Page Two

Cumberland Gap Properties offered use of 37,329 square feet of warehouse space, 2,355 square feet of office space, and six acres of land at a rental rate of \$14,000.00 monthly, excluding utilities and janitorial services, with a term expiring June 30, 2025. The Cabinet recommended acceptance of the proposal from Cumberland Gap Properties and the Division of Real Properties concurs as it was the only valid proposal received in response to the request(s) for temporary space. Based on the information herein, and in concurrence with KRS 45A.095 (1), public advertisements were waived because it is not practical to bid due to the need for immediate possession of the proposed space and the short duration of the lease agreement. This writing is intended to serve as the determination and finding specified in the aforementioned statute.

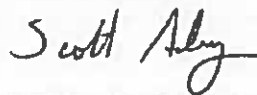
The renovations/improvements necessary to accommodate the Transportation Cabinet in the identified space include the installation of a wash out pit, installation of oil and water separator, installation of an anti-freeze hydrant, construction of a drainage ditch and retention pond, and construction of storage areas for salt, calcium chloride, and salt brine. Based on the scope and cost of renovations for the project the lessor has requested that the Cabinet absorb the costs associated with the aforementioned improvements. In accordance with applicable provisions of KRS 56.813(2), the lessor provided one estimate for the proposed renovations in the amount of \$84,583.75. The Transportation Cabinet advised that they believed the estimate to be fair and reasonable and recommended acceptance of the bid from Cumberland Gap Properties with the \$84,583.75 amount to be amortized over the term of the lease. Noting both the timing considerations with the project as a whole, and the fact that Transportation Cabinet staff have more specific expertise relative to costs associated with construction or renovations to accommodate specialized requirements, we recommend a waiver of the internal requirement for a second estimate.

The attached lease agreement therefore provides for use of 37,329 square feet of warehouse space, 2,355 square feet of office space, and six acres of land at a rental rate of \$14,000.00 month (\$168,000.00 annually), excluding utilities and janitorial services, with a term expiring June 30, 2025. The attached lease modification then provides for the amortization of \$84,583.75 in leasehold improvement expenses as described herein. Capital Projects and Bond Oversight Committee reporting is required for both the proposed lease agreement and lease modification, and your approval of both is recommended to secure appropriate temporary replacement space for benefit of the Transportation Cabinet.

Should you require additional information, please advise.

JSA/BSH/br
Attachment

APPROVED:



Scott Aubrey, Director

COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

LESSOR	Cumberland Gap Properties	PR NUMBER, COUNTY	PR-5723, WHITLEY COUNTY
ADDRESS	PO Box 128 Barbourville KY 40906	VENDOR NUMBER	
		AGENCY/DEPARTMENT	Transportation Cabinet
		DIVISION	
		DATE	May 2, 2022
		BUILDING CODE	

1. Lease Agreement number **PR-5723, Whitley County**, dated **May 2, 2022**, is hereby modified as set forth in Paragraph 2.
2. This Lease is modified as follows:
 1. To amortize the \$84,583.75 cost for specified renovation expenses; (per estimate submitted by Cumberland Gap Properties), 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 that all renovations have been satisfactorily completed and will extend through the lease expiration date of June 30, 2025. The effective date shall be further defined as the first day of the month following the completion of renovations 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 _____

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, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2205. BGR

CUMBERLAND GAP PROPERTIES
PO BOX 128
BARBOURVILLE, KY 40906

March 22, 2022

Division of Real Properties
Leased Properties Branch
Suite 300
403 Wapping Street
Frankfort, KY. 40601

RE: Lease Project for KYTC, Whitley County
16 Perkins Street
Woodbine, KY

Mr. Bias Redding:

Please find below items we are asking for reimbursement on, that is a requirement by the terms of your lease. We are requesting 100% reimbursement on the below items/lease requirements. These additions were added to the property per the Lease Proposal Terms. If not leasing this property to the KYTC, these items would not have been added to the property.

ITEM / LEASE REQUIREMENTS	COST	% REQUESTED
Washout Pit	\$5,000.00	100%
Oil & Water Separator	\$10,000.00	100%
Building Pond / Storage Area / Grade Work	\$25,000.00	100%
Perimeter Fencing / 6' - 9 gauge 3 strands barbed wire, (4) 30' gates	\$44,583.75	100%

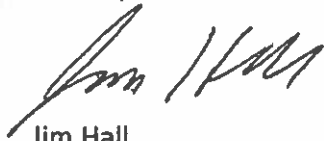
Below you will find improvements made to the building at our expense:

- New Roof
- Extra Restroom
- New Heat & Air in Offices
- New Flooring in Offices

Additional improvements, at our expenses have and are being made to the building per the Lease Proposal Form.

You may call my cell 606-215-0007 with any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Jim Hall", written in a cursive style.

Jim Hall
Cumberland Gap Properties
PO Box 128
Barbourville, KY 40906
606-215-0007 Cell
606-546-5858 Office



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: May 4, 2022

SUBJECT: PR-5730, Graves County
Transportation Cabinet
Emergency Lease

As outlined, attached please find notification of a lease agreement/amendment(s) 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-5730 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

EMERGENCY LEASE AGREEMENT

Lease No.: PR-5730		County: Graves	
Using Agency: Transportation Cabinet			
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary		YEC Properties <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>	
Property Location: Dorothy Lane, Mayfield, KY			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification(s)			
Type Space: Forty (40) Non-congregate Shelter Site(s)		Cost Per Square Foot: \$N/A - \$350.00 per site per month	
Annual Rental Cost: \$168,000.00		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: January 26, 2022 (10 sites), February 4, 2022 (10 sites), March 14, 2022 (20 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

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 Stwula
 Contact Email: jason.stwula@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 tornado 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.



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

CTRPI 605 2200000018

Version: 1

Record Date:

Document Description: Lease Agreement - NCS Sites - YEC Properties

Cited Authority: KRS56.800
Property Rental

Reason for Modification:

Issuer Contact:Name: Laura Hagan
Phone: 502-782-3980
E-mail: laura.hagan@ky.govVendor Name:
YEC PROPERTIES

Vendor No. KY0064561

Vendor ContactName: Heather Gough
Phone: 2702471400
Email: heather@yecllc.com

111 PIONEER INDUSTRIAL DRIVE

MAYFIELD KY 42066

Effective From: 2022-01-26

Effective To: 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Rental - 10 sites	\$0.000000	\$17,500.00	\$17,500.00

Extended Description:\$350 per site per month
10 sites

Shipping Information:	Billing Information:
	KYTC District 1 - Paducah District Office 5501 Kentucky Dam Road Paducah KY 42003

TOTAL CONTRACT AMOUNT:**\$17,500.00**

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 YEC Properties, 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 Dorothy Lane, Mayfield, Kentucky 42066 (collectively, "the parties"); and

WHEREAS the tornadoes 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 26th day of January 2022, by and between YEC Properties, 111 Pioneer Industrial Drive, 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 ten (10) lots with fully operable utility hookups for sewer, water and electric from the **OWNER** located at Dorothy Lane, Mayfield, 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 and sewer.
3. The term of this lease shall be month to month commencing on the 26th day of January 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 \$350 per site per month 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 tenantable 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.
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.


	Document Description	Page 3
2200000018	Lease Agreement - NCS Sites - YEC Properties	

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.

DocuSign Envelope ID: 1B386754-7347-463C-9972-E7FDB19E7E8F		Page 4
	Document Description	
2200000018	Lease Agreement - NCS Sites - YEC Properties	

DocuSigned by:
 1/27/2022
 Vendor/Lessor Date

DocuSigned by:
 1/27/2022
 Approved as to form & legality:
 Attorney, Transportation Cabinet Date

DocuSigned by:
 1/27/2022
 Secretary, Transportation Cabinet Date

 2/4/2022
 Approved as to form & legality:
 Attorney, Finance & Administration Cabinet Date

 02-07-2022
 Secretary, Finance & Administration Cabinet Date

License ID: SR# _____ PR# _____



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: Holly M. Johnson, Secretary
Finance and Administration Cabinet

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

DATE: February 4, 2022

SUBJECT: Lease of 10 lots for emergency non-congregate sheltering program
Graves County

Attached for your review and signature is a lease between YEC Properties and the Commonwealth of Kentucky, Department of Highways for 10 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 January 26, 2022 and shall be month to month that will allow the Commonwealth to give a 30 notification of cancellation. For and in consideration of this lease, the Commonwealth will pay \$350 per site per month.

Therefore, since it is in the best interest of the Commonwealth to provide assistance to those affected by the aforementioned tornadoes, I recommend approval of the attached agreement, between the Department of Highways and YEC Properties.

RECOMMENDED:

Sam Ruth, Commissioner
Department for Facilities & Support Services

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

This AMENDMENT, dated this 4th day of February, 2022, by and between YEC Properties (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 January 26, 2022 for the lease of 10 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 10 sites to the aforementioned agreement.

THEREFORE, this Amendment shall hereby amend the 2021 Non-Congregate Shelter (NCS) Site Lease Agreement that went into effect January 26, 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 February 4, 2022, the Owner agrees to lease an additional 10 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:

31773AE15FE843

YEC Properties


Recommended:

DocuSigned by:

9DC632F7B94544E

Jim Gray, Secretary
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

DocuSigned by:

78FD024141D14RD

Attorney,
Transportation Cabinet

DS RB 

REVIEW FOR FORM AND LEGALITY:



2/14/2022
Attorney,
Finance and Administration Cabinet

APPROVED:



2-14-2022
Holly M. Johnson, Secretary
Finance and Administration Cabinet



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

February 11, 2022

MEMORANDUM

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

THRU: Natalie W. Brawner, Assistant Director *NWB*
Division of Real Properties

FROM: Scott Aubrey, Director
Division of Real Properties

SUBJECT: YEC Properties - Lease Amendment for 10 additional lots

Attached for your review and signature is a Lease Amendment, with an effective date of February 4, 2022, between YEC Properties and the Commonwealth of Kentucky, Department of Highways for 10 additional lots for a total of 20 lots in Mayfield, Kentucky. Pursuant to the original lease as attached, the consideration is \$350.00 per site, and the term shall be month to month which allows the Commonwealth to give a 30-day notification of cancellation.

Recommended:

Sam Ruth, Commissioner
Department for Facilities and Support Services

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

This AMENDMENT, dated this 14th day of March, 2022, by and between YEC Properties (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 January 26, 2022 for the lease of 10 lots with full water, sewer and electric hookups; and,

WHEREAS, the Owner modified the Agreement with the Commonwealth on February 4, 2022 to lease an additional 10 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 20 sites to the aforementioned agreement.

THEREFORE, this Amendment shall hereby amend the 2021 Non-Congregate Shelter (NCS) Site Lease Agreement that went into effect January 26, 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 14, 2022, the Owner agrees to lease an additional 20 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
Brad Youngblood
31F73AE10FEB1A7

YEC Properties

Recommended:

DocuSigned by
Jim Gray
9DC812F7B81544E

Jim Gray, Secretary
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

DocuSigned by
Todd Slipp
68A9A2E8A89510C

Attorney,
Transportation Cabinet

**REAL PROPERTIES
INVENTORY SECTION**

REVIEW FOR FORM AND LEGALITY:



4/11/2022
Attorney,
Finance and Administration Cabinet

APPROVED:



4-11-2022
Holly M. Johnson, Secretary
Finance and Administration Cabinet



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: Holly M. Johnson, Secretary
Finance and Administration Cabinet

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

DATE: March 23, 2022

SUBJECT: PR-5730, Graves County
Transportation Cabinet

Attached for your review and signature is a Lease Amendment, with an effective date of March 14, 2022, between YEC Properties and the Commonwealth of Kentucky, Department of Highways for twenty (20) additional lots for a total of forty (40) lots at this location. As defined in the original lease agreement, the consideration is \$350.00 per site per month (\$168,000.00 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 YEC Properties.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED: _____

Sam Ruth, Commissioner
Dept. for Facilities & Support Services