



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 26, 2022

SUBJECT: PR-4849, Clark 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-4849 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-4849	County: Clark
Using Agency: Cabinet for Health & Family Services	
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary	August Properties LLC
Property Location: 1113 Pioneer Plaza, Winchester, KY, 40391	
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification	
Type Space: Office	Cost Per Square Foot: \$10.00
Annual Rental Cost: \$109,460.00	Average Cost Per Square Foot of Leased-In Space in County: \$10.00
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, 2023
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 **AUGUST PROPERTIES, LLC 100 MARY LYNN DRIVE, SUITE 16 GEORGETOWN KY 40324** 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 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 \$ 10.00 per square foot for 10,946 square feet for office space.

LEASE NUMBER: PR04849	LOCATION:
COUNTY: CLARK	1113 PIONEER PLAZA WINCHESTER KY 40392
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 \$ 109,460.00

Mark K Gray
LESSOR

859 619 7253

LESSOR'S CURRENT PHONE NUMBER

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

ATTORNEY, FINANCE & ADMINISTRATION CABINET

NEW ADDRESS Only if the above address is incorrect

SECRETARY, FINANCE & ADMINISTRATION CABINET

All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Suite 300, 403 Wapping Street, Frankfort, Kentucky 40601-2807, phone 502/564-2319.

BSH/jb



Andy Beshear
GOVERNOR

**FINANCE AND ADMINISTRATION CABINET
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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 
Division of Real Properties

DATE: June 2, 2022

SUBJECT: PR-5537, Franklin County
Mayo-Underwood Building
Leasehold Improvement Report

Attached please find notification of a leasehold improvement requested by the tenant agencies occupying space in the Mayo-Underwood Building located at 500 Mero Street, Frankfort, Kentucky. The improvements will be paid for through the tenant improvement fund as provided in the amended and restated lease agreement.

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

BSH/bh

Cc: Capital Construction Log
Office of the State Budget Director
PR-5537 File
BSH

Attachment

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASEHOLD IMPROVEMENTS

Date Posted in 30-Day Register: June 2, 2022	
Lease No.: PR-5537	County: Franklin
Using Agencies: Public Protection Cabinet, Education and Labor Cabinet, Tourism, Arts and Heritage Cabinet, the Commonwealth Office of Technology, Finance and Administration Cabinet and the Kentucky Communications Network Authority	
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary	CRM/D. W. WILBURN #2, LLC
Property Location: 500 Mero Street, Frankfort, KY	
Existing Rental Terms	
Type Space: Office	Square Feet: 385,022
Annual Payment: \$7,594,492.00	Contract Expiration: June 30, 2050
Modified Rental Terms	
Type Space: Office	Square Feet: 385,022
Annual Payment: \$7,594,492.00	New Contract Expiration: June 30, 2050
Cost for Leasehold improvements: \$37,871.36	
Total Cost for Leasehold Improvements to date: \$45,701.29	
Reason for Modification (see attached approval memo): Please see attached	
Estimate Details (see attached copies):	
1. CRM Companies: \$37,871.36	



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Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

TO: Scott Aubrey, Director
Division of Real Properties

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

DATE: June 2, 2022

SUBJECT: PR-5537, Franklin County
Mayo-Underwood Building
Tenant Improvement Fund Request


The Education and Labor Cabinet is a tenant of the subject facility and have submitted a tenant improvement request to install 6 ADA door openers on the first floor. We have received one quote from the building management company. CRM Companies submitted a quote for \$37,871.36. The tenant agency has requested to proceed with the bid from CRM Companies.

Additional improvements will be requested by the agencies in the future. In addressing their needs, we are unable to modify the lease due to the bonds that were issued by the developer to fund the project. That is the reason a tenant improvement fund was included in the executed lease document to address these issues. The agencies are responsible for any funding for the improvements they require in order to meet their programmatic needs.

Agency requested improvements will not exceed \$600,000 in total. Your approval of this action is recommended to accomplish the improvements to this facility as requested by the agency.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment


APPROVED:
Scott Aubrey, Director



CRM DEVELOPMENT COMPANY

1637 Ashwood Drive
Lexington, KY 40502
954-205-0412

ESTIMATE MUB05192022
May 19, 2022

Email: megan@crmdev.com or andres@crmdev.com

Customer: Commonwealth of Kentucky - Finance
Address: 500 Mero Street
Frankfort, KY 40601

Project: 500 Mero Street
Location of work: 500 Mero Street; Mayo Underwood Building

Description	Cost Estimate
Blue Sky ADA Quote	\$36,067.96
Subtotal	\$36,067.96
Markup (5%)	\$1,803.40
Total Cost	\$37,871.36

*all estimates are non-taxable



BLUE SKY
ELECTRIC
 LEXINGTON, KY
859-469-8439

ESTIMATE #22304

SENT ON:

May 16, 2022

RECIPIENT:

CRM Development Company

1637 Ashwood Rd
 Lexington, ky 40502
 PO#: ADA TIF_MUB_03042022
 Contact Name:: Andres Walsen

SENDER:

Blue Sky Electric Company

1750 Alexandria Drive
 PO Box 4960, Lexington, KY 40544
 Lexington, Kentucky 40504

Phone: 8594698439

Email: bbush@blueskyelec.com

Website: <https://www.blueskyelectricky.com/>

SERVICE ADDRESS:

Mayo Underwood
 500 Mero Street
 Frankfort, Kentucky 40601

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Blue Sky will furnish all materials and labor to:	- install ADA door operator at each location below, with wireless control buttons - operators will be tied in to access control system as necessary to achieve proper operations Locations of operators to be installed: 1 Parking garage employee entrance exterior doors (right side - button to enter). Button must be co-located with badge reader. 2 East Men's restroom (button to enter and exit) 3 East Women's restroom (button to enter and exit) 4/5 Central Lobby double doors entering East end work area (button to enter and exit) 6 Central Lobby (button to enter and exit) ---PLEASE SEE DRAWING ATTACHED FOR LOCATION MARKINGS--- -all work is to be done during normal business hours	1	\$0.00	\$0.00
Equipment	6-ADA Operators 10- Push Button Transmitters 6- Push Button Receivers BR3 Relays	1	\$26,445.00	\$26,445.00
Electrical Installation	Labor & misc mounting hardware, installation of 120 volt for all operators	1	\$7,525.00	\$7,525.00*
Freight		1	\$511.26	\$511.26*



BLUE SKY
ELECTRIC
LEXINGTON, KY
859-469-8439

ESTIMATE #22304

SENT ON:

May 16, 2022

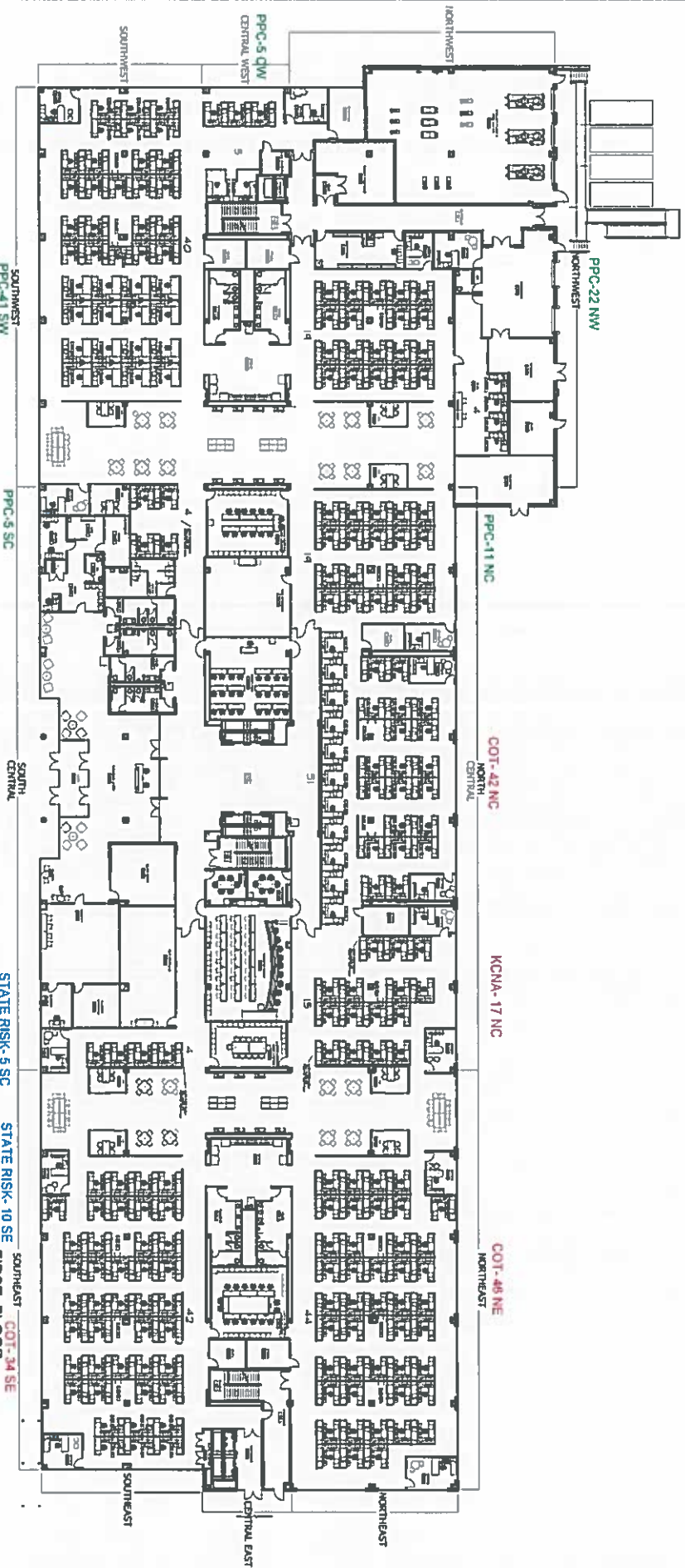
* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Subtotal	\$34,481.26
KY Tax (6.0%)	\$1,586.70
Total	\$36,067.96

Signature: _____ Date: _____

Note: Furniture placed in this plan is for planning purposes and may change upon field measurements and site verification. Any furniture placed in this plan is not to be construed as approved by the Division of Retail Properties.



- PPC-84 (INCLUDES 5 OFFICES)
- COT-122 (INCLUDES 6 OFFICES)
- KCNA-17 (INCLUDES 2 OFFICES)
- STATE RISK-15 (INCLUDES 2 OFFICES)

<p>SCALE: As Shown</p> <p>DATE: 09/10/2019</p> <p>PROJECT: THE MAYO-UNDERWOOD BLDG</p> <p>1ST FLOOR</p> <p>250 MICRO STREET FRANKFORT, KY 40601</p> <p>DATE: 09/10/2019</p> <p>BY: [Signature]</p>		<p>REVISIONS</p> <p>NO. DATE DESCRIPTION</p> <p>1 09/10/2019 1ST FLOOR PLAN</p>
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NOTES

- SCALED DRAWING SHOWS MEASUREMENTS FROM FINISHED INTERIOR WALL, UNLESS OTHERWISE NOTED.
- ELECTRICAL OUTLETS ARE SHOWN WHERE NEEDED BY THE OCCUPANT. LOCATE ALL OTHERS AS SHOWN ON CODE.
- PRIOR TO INITIATING CONSTRUCTION, PROPERTY OWNER/CONTRACTOR SHALL VERIFY ALL MEASUREMENTS DEPICTED BY SCALED DRAWING.
- INTERIOR SPACE/FLOORPLAN SHALL CONFORM TO KENTUCKY ADA REGULATIONS, STANDARDS SET BY THE DEPT. OF BUILDING AND SAFETY AND STANDARDS OF THE KENTUCKY OCCUPATIONAL SAFETY AND HEALTH STANDARDS BOARD.
- THIS DRAWING REPRESENTS THE APPROVED SPACE PLAN. ANY CHANGES MADE TO THE INTERIOR SHALL BE MADE THROUGH THE WRITTEN APPROVAL FROM THE DIVISION OF REAL PROPERTIES REQUIRED BY THE DIVISION OF CODE ENFORCEMENT. IT WILL BE THE RESPONSIBILITY OF THE OCCUPANT TO VERIFY THE FINAL WALL THROUGH FOR THE INSPECTION, AND LESSOR WILL BE RESPONSIBLE FOR ALL UNAUTHORIZED DEVIATIONS.

REVISIONS

001 9/10/14



Note: Furniture placed in this plan is for planning purposes and may change upon field measurements and site verification. Any furniture placement changes must be reviewed and approved by the Division of Real Properties.

	PPC- 84 (INCLUDES 5 OFFICES)
	COT- 122 (INCLUDES 6 OFFICES)
	KCNA- 17 (INCLUDES 2 OFFICES)
	STATE RISK- 15 (INCLUDES 2 OFFICES)

FLOOR FIRST FLOOR	
BUILDING THE MAYO-UNDERWOOD BLDG	
PROPERTY ADDRESS 500 MERO STREET FRANKFORT, KY 40601	PROPERTY OWNER X SQUARE FOOTAGE X
SCALE NTS	DATE 8/30/19
DRAWN BY G. PREWITT	

COMMONWEALTH OF KENTUCKY
 DIVISION OF REAL PROPERTIES
 THIRD FLOOR RUSH BUILDING
 FRANKFORT, KY 40601
 (502) 564-5480



**FINANCE AND ADMINISTRATION CABINET
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MEMORANDUM

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

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

DATE: June 1, 2022

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

As outlined, attached please find notification of a lease amendment/modification 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 type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification		
Type Space: Two (2) Additional Non-congregate Shelter Site(s) (Total of 12 this site)	Cost Per Square Foot: \$N/A - \$500.00 per site per month	
Annual Rental Cost: \$72,000.00	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: April 8, 2022	Expiration Date: Month to month until terminated.	
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 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

B1C993F8FA23433

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 KRS61.93177 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 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.

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

This AMENDMENT, dated this 4th day of March, 2022, by and between Fay's Mobile Homes Inc. (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 18th day of March, 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 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 18, 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 April 8, 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:



Fay's Mobile Homes, Inc.

Recommended:


DocuSigned by:


000033578045445
Jim Gray, Secretary
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

**REAL PROPERTIES
INVENTORY SECTION**

REVIEW FOR FORM AND LEGALITY:

DocuSigned by:


Attorney,
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

 5/25/2022

Attorney,
Finance and Administration Cabinet

APPROVED:

 5-25-2022

Holly M. Johnson, Secretary
Finance and Administration Cabinet

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

Heidi M. Ch... 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

Holly M. Johnson
SECRETARY

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

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: May 12, 2022


SUBJECT: PR-5732, Warren County
Transportation Cabinet

Attached for your review and signature is a Lease Amendment, with an effective date of April 8, 2022, between Fay's Mobile Homes Incorporated and the Commonwealth of Kentucky, Department of Highways for two (2) additional Non-Congregate Shelter sites (total of twelve (12) sites at this location). As defined in the original lease agreement, the consideration is \$500.00 per site per month (\$72,000.00 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 Fay's Mobile Homes Incorporated.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED: 

Sam Ruth, Commissioner
Dept. for Facilities & Support Services



Andy Beshear
GOVERNOR

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

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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: June 8, 2022

SUBJECT: PR-4535, Calloway County
Department of Corrections
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-4535, Calloway County

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

BSH/bh
Attachment

Cc: Capital Construction Log
OSBD
PR-4535 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE MODIFICATION AMORTIZATION

Date Posted in 30-Day Register: June 8, 2022	
Lease No.: PR-4535	County: Calloway
Using Agency: Department of Corrections	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	C. Mark Blankenship/Rebecca L. Blankenship
Property Location: 304 North 5th Street, Murray, KY	
<i>Existing Rental Terms</i>	
Type Space: Office	Square Feet: 2,444
Annual Payment: \$25,536.80	Contract Expiration: June 30, 2027
<i>Modified Rental Terms</i>	
Type Space: Office	Square Feet: 2,444
Annual Payment: \$25,539.80	New Contract Expiration: June 30, 2027
Total Cost to be Amortized: \$16,975.00	
Projected Period of Amortization – Effective: July 1, 2022 Through: June 30, 2027	
Reason for Modification (see attached approval memo and modification): Please see attached.	
Estimate Details (see attached copies): 1. Cleaver Construction Company Inc. - \$16,975.00 2. Adams Construction - \$17,480.00	

COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

LESSOR	C. Mark Blankenship	PR NUMBER, COUNTY	PR-4535, Calloway County
	Rebecca L. Blankenship	VENDOR NUMBER	KY0036751
ADDRESS	1530 Beckett Drive Murray KY 42071	AGENCY/DEPARTMENT	Department of Corrections
		DIVISION	
		DATE	January 11, 2022
		BUILDING CODE	91038001

1. Lease Agreement number PR-4535, Calloway County, dated December 18, 2001, is hereby modified as set forth in Paragraph Two.

2. This Lease is modified as follows:

1. To amortize the \$16,975.00 cost for the requested improvements per estimate submitted by Cleaver Construction Co., Inc. (copy attached and incorporated herein by reference). The amortization effective date is further defined as the first day of the month following the date established by the signature of the Director, unless that date is otherwise the first day of the month.

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.

Henry F. Daulton 2-15-22
DEPARTMENT OF CORRECTIONS Date

C. Mark Blankenship
Rebecca L. Blankenship 1/20/2022
LESSOR Date

Don S. Hamner 17FEB2022
ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES Date

Patrick M. D. 2/25/2022
ATTORNEY, FINANCE & ADMINISTRATION CABINET Date

Don S. Hamner 17FEB2022
MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES Date

Scott A. Aley
DIRECTOR, DIVISION OF REAL PROPERTIES

Hecky M. Connor 3-2-2022
SECRETARY, FINANCE & ADMINISTRATION CABINET Date

APPROVED THIS 1st DAY OF July, 20 22

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

**REAL PROPERTIES
INVENTORY SECTION**



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

Andy Beshear
GOVERNOR

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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 17, 2022

SUBJECT: PR-4535, Calloway County
Department of Corrections

The Department of Corrections presently occupies 2,444 square feet of office space leased at a rental rate of \$10.45 per square foot (\$25,539.80 annually), with a term expiring June 30, 2027. The Department recently submitted a request to replace the sliding receptionist window with a fixed window with a voice port, cover and transfer tray located in the countertop of the new window that extends 12 inches out into the lobby side. They are requesting five new walls and 3 new doorways be built in the existing space. Two new walls to split the center file room into three office. The middle office will require a new door. A new wall in the large executive office in the back right corner into two offices. A wall to replace a wall removed by the previous tenant in the back left corner of the space converting this into two offices. A wall in the receptionist area to make a storage room in the back of this space. In accordance with applicable provisions of KRS 56.813(2) the lessor provided two estimates for the above-described items. The estimates are as follows:

1. Adams Construction for \$17,480.00
2. Cleaver Construction Co., Inc. for \$16,975.00

The Department of Corrections has recommended acceptance of that proposal from Cleaver Construction Co., Inc. in the amount of \$16,975.00.

The attached modification provides for the amortization of \$16,975.00 in leasehold improvement expenses as described herein through the current lease expiration date of June 30, 2027. Capital Projects and Bond Oversight Committee reporting is not required prior to execution of the modification pursuant to applicable provisions of KRS 56.823(11)(a). Your approval of the attached modification is recommended to address the Department's request for improvements to additional office space and leasehold improvements as described herein.

If additional information is required, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED: _____

Sam Ruth, Commissioner
Department for Facilities & Support Services





contractors • engineers

p.o. box 927 • 305 andrus drive • murray • ky 42071

telephone: 270-753-7577 • fax: 270-753-0981

October 25, 2021

Mr. Mark Blankenship
1530 Beckett Drive
Murray, KY 42071

RE: Office Renovations
304 N. 5th St.

Dear Mark:

Please find our quote for renovations to the referenced office building. The cost for the work as described below is \$17,480.00.

The work includes the following:

- ❖ Provide daily clean up and dust control
- ❖ Demolition – cut 2 openings for new door/window
- ❖ Construct 41' +/- wood frame wall with drywall
- ❖ Install 2 each 6 panel doors with trim and hardware
- ❖ Install reception window and counter
- ❖ Paint new drywall, doors and trim
- ❖ Install miscellaneous HVAC duct, grills, and diffusers
- ❖ Install new receptacles, add new lighting and rework switching.

Please feel free to contact me with any questions you may have.

Sincerely,

Barry McDonald
President