



Andy Beshear
GOVERNOR

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

Bush Building, 3rd Floor
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Frankfort, Kentucky 40601
Phone: (502) 564-2205
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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: August 9, 2022

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

As outlined, attached please find notification of a lease agreement amendment being processed by the Division's Leased Properties Branch.

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

BSH/bh
Attachment

Cc: Capital Construction Log
OSBD
PR-5731 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

EMERGENCY LEASE AGREEMENT

Lease No.: PR-5731		County: Graves
Using Agency: Transportation Cabinet		
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary	Country Living Mobile Home Park of Mayfield Incorporated	
Property Location: 94 Flood Road, Mayfield, KY		
Check One: <input type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification		
Type Space: Seventeen (17) Non-congregate Shelter Site(s)	Cost Per Square Foot: \$N/A - \$365.00 per site per month	
Annual Rental Cost: \$74,460.00	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 25, 2022	Expiration Date: Month to month until terminated.	
Justification for Lease: Please see attached SPR1		
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:		
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): Please see attached		



Commonwealth of Kentucky Strategic Purchase Request

SPR1 Information

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

Short Description: Non-Congregate Sheltering Program

Vendor Name: various

Cost: \$7,900,000.00

Request Date: 1/14/22

Request Department: 605

Type of Request: Non-IT No Bid Requests

Sub Category: EMERGENCY PURCHASE REQUEST

Proc Folder:

Proc Type ID:

APPROVED
Holly Johnson

DocuSigned by:
Holly Johnson
81C993F8FA23433

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.

2021 NON-CONGREGATE SHELTER (NCS) SITE LEASE AGREEMENT

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

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

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

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

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

1. The DEPARTMENT does hereby lease fifteen (15) lots with fully operable utility hookups for sewer, water and electric from the OWNER located at 94 Flood Road, Mayfield, Graves, Kentucky 42066, for the location of non-congregate shelters (NCS) for families, as determined by the Department, whose homes were destroyed or are suffered housing instability due to the aforementioned weather event. The DEPARTMENT shall have full control of said leased space
2. The costs for the following utilities are included with this Lease Agreement: water, sewer, and trash removal.
3. The term of this lease shall be month to month commencing on the 1st day of March 2022, but shall run from this date until such time as the DEPARTMENT shall give 30 days written notice of termination of the lease to OWNER, with time to be computed from date of mailing notice. The OWNER understands that the Commonwealth's funds cannot be committed beyond its current fiscal year and its applicable appropriation, and the related allotment from rental payments will be made.
4. The sole consideration for this Lease Agreement is the payment of \$325 per site per month, with \$250 deposit for the site and \$25 deposit for water by the DEPARTMENT to the OWNER and no cash or other payment shall be required of or made by the DEPARTMENT to the OWNER
5. The DEPARTMENT shall have the right during the existence of this Lease to make alterations, ~~attach fixtures and erect additional structures or signs in or upon the leased premises.~~ Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain the Commonwealth's property and must be removed by it prior to the termination of this Lease.
6. Unless otherwise specified, the OWNER shall maintain the premises in good repair and tenable condition, except in case of damage arising from the negligent acts of the Commonwealth's agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the OWNER reserves the right to enter and inspect the premises at reasonable times.

REAL PROPERTIES INVENTORY SECTION

7. The DEPARTMENT agrees to take good care of the premises and to return them at the expiration of their Lease in as good order as received, ordinary wear and tear and natural decay excepted.

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

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

10. If any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidity shall not invalidate the whole Lease, but it shall be construed as if not containing that particular provision or provisions, and the rights and obligations of the parties shall be construed accordingly.

11. The OWNER certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The OWNER further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Agreement he will not be in violation of the campaign finance laws of the Commonwealth.

12. To the extent applicable, the OWNER shall comply with all standards set by the Department of Housing, Buildings and Construction, Division of Building Codes Enforcement, and that of the Kentucky Occupational Safety and Health Standards Board and the Americans with Disabilities Act (ADA).

13. The OWNER agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review as required by Kentucky law. Records received during such a financial audit or program review may be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

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

15. The OWNER agrees to indemnify and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any and all damages, suits, actions and/or claims of any nature made by any person, entity, agency or party specifically including but not limited to those claims resulting from actions of the OWNER or any of its agents, guests, or invitees of whatsoever nature.

16. The undersigned, authorized representatives of both the OWNER and DEPARTMENT, certify that he/she accepts and acknowledges the aforementioned terms and conditions of this Lease Agreement.

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

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

DocuSigned by:
[Signature] 3/1/2022
9CC41277004844E
Secretary, Transportation Cabinet Date

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

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

License ID: SR# 22-010 PR# 5731

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

This AMENDMENT, dated this 25th day of April, 2022, by and between Country Living Mobile Home Park (hereinafter referred to as "Owner"), and the COMMONWEALTH OF KENTUCKY, Transportation Cabinet, Department of Highways acting by and through Holly M. Johnson, Secretary of the Finance and Administration Cabinet (hereinafter referred to as "the Department").

WITNESSETH:

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

WHEREAS, the Owner entered into an Amendment with the Commonwealth that began on 4th day of March, 2022 for the lease of two additional lots with full water, sewer and electric hookups; and,

WHEREAS, the Department wishes to add mowing services at the price of \$40 per month per lot the aforementioned agreement.

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

TERMS AND CONDITIONS

Effective April 25, 2022, the Owner agrees to provide mowing services at each lot for \$40 per month for 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:

Country Living Mobile Home Park

Recommended:

DocuSigned by:

Jim Gray, Secretary
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

DocuSigned by:

Attorney,
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

Patricia M. Hill 8/02/2022
Attorney,
Finance and Administration Cabinet

APPROVED:

Holly M. Johnson 8-2-2022
Holly M. Johnson, Secretary
Finance and Administration Cabinet



Andy Beshear
GOVERNOR

**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
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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: July 19, 2022

SUBJECT: PR-5731, Graves County
Transportation Cabinet

Attached for your review and signature is a Lease Amendment, with an effective date of April 25, 2022, between Country Living Mobile Home Park and the Commonwealth of Kentucky, Department of Highways to provide for the addition of mowing services to the lease agreement at a cost of \$40.00 per month per lot. The Cabinet presently leases a total of seventeen (17) lots at this location, the consideration for each site is modified from a rate of \$325.00 per site per month to \$365.00 per site per month (\$74,460.00 annually), and the Commonwealth retains the right to terminate the agreement with a thirty (30) day notice.

Therefore, based on the need to provide additional services for each site as identified by the Transportation Cabinet, and in accordance with applicable provisions of KRS 45A.095, Subsections 2, 4, and/or 5, I recommend approval of the attached amendment between the Transportation Cabinet and Country Living Mobile Home Park.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED: _____

Sam Ruth, Commissioner
Dept. for Facilities & Support Services

