



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

**Andy Beshear**  
GOVERNOR

**Holly M. Johnson**  
SECRETARY

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

**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:** December 1, 2022

**SUBJECT:** PR-5585, Jefferson County  
Department of Corrections

As outlined, attached please find notification of a pending lease modification reflecting amortization of monies and exceeding \$50,000.00 that is being processed by the Leased Properties Branch:

PR-5585, Jefferson County

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

BSH/JLB/jlb  
Attachment

Cc: Capital Construction Log  
OSBD  
PR-5585 File  
BSH

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

Date Posted in 30-Day Register: <b>December 1, 2022</b>	
Lease No.: <b>PR-5585</b>	County: <b>Jefferson</b>
Using Agency: <b>Department of Corrections</b>	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	<b>FBM Properties, LLC</b>
Property Location: <b>410 West Chestnut, Louisville Ky. 40202</b>	
<b>Existing Rental Terms</b>	
Type Space: <b>Office</b>	Square Feet: <b>8,929</b>
Annual Payment: <b>\$97,504.68</b>	Contract Expiration: <b>June 30, 2029</b>
<b>Modified Rental Terms</b>	
Type Space: <b>Office</b>	Square Feet: <b>8,929</b>
Annual Payment: <b>\$97,504.68</b>	New Contract Expiration: <b>June 30, 2029</b>
Total Cost to be Amortized: <b>\$127,645.98</b>	
Projected Period of Amortization – Effective: <b>TBD Through June 30, 2029</b>	
Reason for Modification (see attached approval memo and modification): <b>Please see attached.</b>	
Estimate Details (see attached copies):	
<ul style="list-style-type: none"> <li>(1) D.A.W. Company: \$8,646.83</li> <li>(2) Star Drywall of Louisville, Inc.: \$4,524.00</li> <li>(3) CertaPro Painters Kentuckiana: \$60,000.00</li> <li>(4) River City Flooring Direct: \$54,475.15</li> <li>(5) FBM Properties: \$70,515.92</li> </ul>	

**COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT**

<b>LESSOR</b>	<b>FBM Properties LLC</b>	<b>PR NUMBER, COUNTY</b>	<b>PR-5585, Jefferson County</b>
<b>ADDRESS</b>	<b>333 Guthrie Green</b>	<b>VENDOR NUMBER</b>	<b>KY0023270</b>
	<b>Louisville KY 40202</b>	<b>AGENCY/DEPARTMENT</b>	<b>Department of Corrections</b>
		<b>DIVISION</b>	
		<b>DATE</b>	<b>December 1, 2022</b>
		<b>BUILDING CODE #</b>	<b>90584001</b>

1. Lease Agreement number **PR-5585**, dated **January 9, 2019**, is hereby modified as set forth in Paragraph 2.

2. This Lease is modified as follows:

**1.To amortize a total of \$127,645.98 in leasehold improvement expenses per estimates of \$8,646.83 from D.A.W. Company; \$4,524.00 from Star Drywall; \$60,000.00 from CertaPro Painters Kentuckiana; and \$54,475.15 from River City Flooring Direct; 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 from the using agency that all renovations have been satisfactorily completed and will extend through the lease expiration date June 30, 2029. The effective date for the amortization shall be defined as the first day of the month following the effective date defined below unless the effective date established thereby is 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. JLB

**FILE COPY**



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

**Andy Beshear**  
GOVERNOR

Bush Building, 3<sup>rd</sup> 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   
Division of Real Properties

**DATE:** December 1, 2022

**SUBJECT:** PR-5585, Jefferson County  
Department of Corrections

The Department of Corrections currently occupies 8,929 square feet of space, leased at a rental rate of \$10.92 per square foot (\$97,504.68 annually), with a term expiring June 30, 2029. The space was acquired via emergency provisions and with limited operational renovations due to a fire in the former leased premises (reference PR-4261, Jefferson County). The Department recently submitted a request for leasehold improvements that include structural changes to create five additional offices, replacement of existing floor coverings with agency standard materials (i.e., remove carpet, replace with LVT), and removing wallpaper, repairing walls as necessary, and painting throughout the leased premises.

In accordance with KRS 56.813(1), estimates for the various items were obtained as follows:

1. \$8,646.83 from D.A.W. Company for installation of doors and hardware in the new offices and installation of vision panels in existing doors. The lessor advised that they were unable to obtain a second quote for this portion of the improvements due to the scope of the project.
2. \$4,524.00 from Star Drywall of Louisville, Incorporated for the structural changes (i.e., framing and drywall) to create the additional office spaces. The lessor advised that they were unable to obtain a second quote for this portion of the improvements due to the scope of the project.
3. \$60,000.00 from CertaPro Painters Kentuckiana for wall repairs and painting throughout the leased premises. The lessor indicated they were unable to secure a second estimate for this portion of the improvements due to uncertainty about the extent of the wall damage under the existing wallpaper.

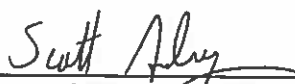
4. \$54,475.15 from River City Flooring Direct for replacement floor coverings as described herein.
5. \$70,515.92 from FBM Properties for replacement floor coverings as described herein.

Subsequent to review of the estimates, the Department of Corrections has recommended acceptance of the single estimates provided for doors/hardware, framing/drywall, and wall repairs and painting, and the low bid provided by River City Flooring Direct for replacement floor coverings. Given that the estimated renovation estimates don't appear unreasonably inflated, that we have experienced considerable difficulty obtaining multiple estimates for improvements through the prior two years, and that the resulting projected effective rental rate remains well under rates that would be anticipated to obtain replacement space in another facility, the Division of Real Properties concurs with the agency recommendations. Relative to the projected effective rental rate, and based on a projected amortization period of seventy-five months (i.e., April 1, 2023 to June 30, 2029), the proposed improvements increase the annual rental cost by \$20,423.40. Inclusion of the existing annual base rent costs results in total projected annual expenses of \$117,928.08 and results in a projected effective rental rate of \$13.21 (rounded) per square foot. The most recent lease secured for the Department via competitive bidding in Jefferson County resulted in a lease award at a rental rate of \$18.64 per square foot (reference PR-5657, Jefferson County).

The attached modification provides for the amortization of a total of \$127,645.98 in improvement expenses from an effective date to be determined through the current lease expiration date of June 30, 2029. Capital Projects and Bond Oversight Committee reporting for the proposed modification is required prior to execution in accordance with applicable provisions of KRS 56.823(11)(a). Your approval of the attached modification is recommended to accomplish the leasehold improvements described herein as requested by the Department of Corrections.

Should you require additional information, please advise.

BSH/JLB/jlb  
Attachment

APPROVED:   
Scott Aubrey, Director

# D.A.W. Company, Inc.

# Estimate

550 Industry Road  
Louisville, KY 40208

Date	Estimate #
2/7/2022	18064

(502) 635-1210 Phone  
(502) 635-1240 Fax

Proposal Submitted to:
Name / Address
FBM Properties 333 Guthrie Street Louisville, Kentucky 40202

Project	Chestnut Center 7th Floor
Approved by:	
Date Accepted:	
Job estimate to begin:	
Rep	P.O. No.
GAW	

We hereby submit specifications and estimate for:

Description	Qty
FDJ416 5 7/8 3070 Drywall Frame	2
10" 3070 Poplar Wood Frame	4
PC7 3070 RC NAT. BIRCH 20 MIN 161 (Prefinished)	6
BB81 4.5"X4.5" 652 DULL/SATIN CHROME HINGE	18
175AB/26D Grade 2 entry lever 2 3/4" backset "C" keyway	6
409 630 Wall Stop w/ Anchor	6
Labor to Install	1

This estimate is void after 30 days from date on this estimate. This office extends a 30-day grace period for payment on each transaction. All amounts still outstanding after 30-days from the date of receipt or delivery will incur a 1 1/2% per month charge (18% per Annum) for financing and/or rebilling. As a responsible person on this account for the organization or entity I agree that, in the event legal action is required in order to enforce payment on this account, I will pay court costs, expenses, attorney fees and other costs incurred and / or expended as a result of such proceedings.

All material is guaranteed to be as specified. Any alteration of the above specifications involving extra costs must be in writing, and will become an extra charge above the initial estimate. This proposal subject to acceptance within 30 days and is void thereafter.

We propose to provide materials in accordance with the above specifications and price quoted.	<u>Please sign estimate and return to sales rep. as soon as possible.</u>	Subtotal	\$8,355.50
	<u>Signed Estimate required to order materials.</u>	Sales Tax (6.0%)	\$291.33
		<b>Total</b>	<b>\$8,646.83</b>

Signature: \_\_\_\_\_



**Star Drywall of Louisville, Inc.**

4021 Poplar Level Road, Louisville, KY 40213  
Office: (502) 968-5481 Fax: (502) 964-2020

May 16, 2022

F.B.M.

Attn: Lori Dixon / Fred

RE: 7<sup>th</sup> Floor – Chestnut Center  
District 16  
**REVISED**

We propose to furnish material and labor to complete the following:

Frame, Insulate and Hang New Walls and Close 2 Openings

Total-----\$4,524.00

Sincerely,

Terry L. Stilger

TLS/sm

DRYWALL SPECIALIST

## Laurie Dixon

---

**From:** Laurie Dixon <lauriedixonfbm@aol.com>  
**Sent:** Wednesday, March 30, 2022 8:43 AM  
**To:** 'Brawner, John L (Finance)'  
**Subject:** Paint Bid-7th Floor Probation & Parole

Good Morning,

The proposal for the 7th floor is as follows.

\$60,000.00 - This includes, prep, materials, paint, labor, and clean up.

Painting all walls, door frames, wall paper removal, are included in the proposal.

1 Prime and 2 coats on all walls and door frames. Removal of Wallpaper will be followed up with a primer and 2 coats, as well. Colors will be that of the customer.

We appreciate the opportunity to be of service to you and would look forward to working with you. We can forward W9 and COI, if project awarded. We are approved vendor of the State (EPS Enterprises, Inc.). We are local and will provide any information required.

Have a Great Day!

Thank You,

Janet Harper  
CertaPro Painters Kentuckiana  
Commercial Sales  
O: (502) 290-6636  
C: (502) 649-1301

[janetharper@certapro.com](mailto:janetharper@certapro.com)

Laurie Dixon,  
Administrative Asst.

FBM Properties, LLC  
333 Guthrie Street  
Louisville, KY 40202  
Ph. 502-589-5383





2201 Plantside Dr  
Louisville Kentucky 40299

# Service Estimate

#RCF 217983

**FBM Properties**  
333 Guthrie St  
Louisville, Kentucky  
40202  
589-5383  
589-5383

FBM Properties  
Probation & Parole 7th Floor  
589-5383

Estimate Date : 04/22/2022  
Expiry Date : 05/20/2022  
Sales person : Skip Sutton

By signing you agree to pay 50% deposit, and the balance upon completion. A delay in trim install due to backorder, with all other agreed upon services executed, will result in the remaining balance less 5% to be collected. FLOOR PREP IS NOT INCLUDED.

Description	Number of Pcs	Type	Qty	Rate	Amount
Mohawk Dodford 20 Dry Back - Griffin Oak SKU : DFD01-87 36.22 SF/CTN COLOR TBD - VINYL PLANK	110	Special Order	3,984.20 Sq. Ft.	2.79	11,115.92
V-LVT-No Grout  GLUE DOWN VINYL PLANK LABOR	0	Labor	3,984.00 Sq. Ft.	1.50	5,976.00
P-Remove Vinyl:Vinyl and Lauan-1 Layer	0	Labor	162.00 Sq. Ft.	1.75	283.50
Taylor Dynamic Pressure Sensitive Adhesive-4 gallon SKU : 2098-4G		Special Order	9.00 Each	150.00	1,350.00
Lauan Revolution Ply 1/4 x 4 x 8 SKU : REVOLUTIONPLY		Special Order	115.00 Each	22.00	2,530.00
P-Underlayment Installation: Inst 1/4 x 4 x 8 Sh	0	Labor	115.00 Each	32.00	3,680.00
Pentz Carpet Tile Oasis 24 x 24 (Color TBD) SKU : 7477T 72 SF per ctn	86	Special Order	6,192.00 Sq. Ft.	2.55	15,789.60
C-Install-Glue Down		Labor	6,192.00 Sq. Ft.	0.99	6,130.08

Description	Number of Pcs	Type	Qty	Rate	Amount
Pentz Commercial Premium Pressure Sensitive Adhesive - 4 Gal. SKU : A1334		Special Order	9.00 Each	180.00	1,620.00
P-Remove Carpet:Carpet and Pad-Cpt Replacement	0	Labor	9,100.00 Sq. Ft.	0.40	3,640.00
Johnsonite 4" x 4' Cove Base Black	0	Special Order	1,880.00 Ln.Ft.	1.00	1,880.00
Johnsonite 6" x 4' Cove Base Black SKU : CB-40-6		Special Order	40.00 Ln.Ft.	1.85	74.00
V-Cove Base Installation	0	Labor	1,920.00 Lin. Ft.	1.00	1,920.00
Burke Snap Down T-Cap 1/8" Black 12" SKU : 701930Black TRANSITIONS		Special Order	11.00 Each	10.00	110.00
Futura Pinless Track SKU : 401166 SOLD BY LF		Special Order	132.00 Ln.Ft.	1.50	198.00
Tr-Trims:Install Trims and Shoe Molding No Paint or Stain	0	Labor	132.00 Lin. Ft.	1.50	198.00
Install all trims and shoe molding. Trims are Prefinished and shoe molding is primed white. TRANSITIONS LABOR					
P-Floor Prep	0	Labor	40.00 Each	85.00	3,400.00
X-Dumpster	0	Labor	1.00 Each	450.00	450.00
Material Cost Coupon Discount		Special Order	1.00 Each	-7,500.00	-7,500.00
Sub Total					52,845.10
Kentucky sales tax (6%)					1,630.05
<b>Total</b>					<b>\$54,475.15</b>

SCOPE: Furnish & install glue down vinyl plank, carpet tile, cove base, & transitions. Demo carpet. No furniture moving included. Price based on paying by check.

This estimate is good until date on the expiration date noted on the file. This estimate is relevant to the quoted volume of product and or work. Should square footage or scope of work change, the estimate per line may change as well. DOES NOT INCLUDE FLOOR PREP.

Thank you. It was a pleasure helping you! Returns may only be made on stocking products within 30 days of delivery or purchase. Refunds given on unopened boxes only.

All material is guaranteed to be as specified. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Cash, check, or credit cards are accepted. A 2.5% credit card convenience fee will be added if paid by any credit or debit card. Acceptance of Proposal- The above prices, payment agreement, specifications and conditions are satisfactory and hereby accepted. The agreed upon price will be paid in full to keep the installation and manufacturers warranties. If this estimate is re-visited past the date noted on this file, we MAY need to run another quote if pricing has changed. This estimate is only good for this specified product at this specified quantity. Cost of material, service, and shipping shown in this estimate is subject to change based on increases or decreases in volume. Estimated time of delivery or project execution, is just that, an estimate and the transaction will not be voided by estimated delivery or project date change. NO RETURNS OR CANCELLATIONS ON SPECIAL ORDER PRODUCTS OR TRIMS & ACCESSORIES.

Signed & Date: \_\_\_\_\_



**P R O P E R T I E S**

— Fox Baser Managed —

August 16, 2022

Bid for Labor and Materials for 7<sup>th</sup> Floor Probation & Parole flooring install.

3985 sf Vinyl Plank	\$12,115.92
Labor	\$7,500.00
Remove laminate	\$350.00
Adhesive	\$1,500.00
Luan	\$3,750.00
Under lay installation	\$4,000.00
Carpet tiles	\$17,500.00
Install	\$7,500.00
Adhesive	\$1,800.00
Remove old carpet	\$5,000.00
Cove Base	\$200.00
V Cove Base	\$3,000.00
Snap down ends	\$200.00
Pinless Track	\$250.00
Trims and moldings	\$250.00
Floor prep	\$5,000.00
Dumpster	<u>\$600.00</u>
Total	\$70,515.92

Scope of work: Furnish and install glue down vinyl plank, carpet tiles. No furniture moving included.  
Work to be performed by FBM Properties.



**Andy Beshear**  
GOVERNOR

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

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**Sam Ruth**  
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**Scott Aubrey**  
DIRECTOR

MEMORANDUM

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

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

**DATE:** November 21, 2022

**SUBJECT:** PR-5730, 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-5730 File  
BSH

**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**

**EMERGENCY LEASE AGREEMENT**

Lease No.: <b>PR-5730</b>		County: <b>Graves</b>	
Using Agency: <b>Transportation Cabinet</b>			
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary	<b>YEC Properties</b>		
Property Location: <b>94 Flood Road, Mayfield, KY</b>			
Check One: <input type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification			
Type Space: <b>Eighteen (18) Non-congregate Shelter Site(s)</b>		Cost Per Square Foot: <b>\$N/A - \$350.00 per site per month</b>	
Annual Rental Cost: <b>\$75,600.00</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$N/A No comparable agreements</b>	
Utilities Included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: <b>30 Days</b>		<input type="checkbox"/> No If no, explain why not:
Effective Date: <b>September 15, 2022</b>		Expiration Date: <b>Month to month until terminated.</b>	
Justification for Lease: <b>Please see attached</b>			
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 KRS61.93177 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 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-congregate 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 15<sup>th</sup> day of September, 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 modified the Agreement with the Commonwealth on March 14, 2022 to lease an additional 20 lots with full water, sewer and electric hookups; and,

**WHEREAS**, the Department now wishes to reduce the number of sites from forty (40) to eighteen (18).

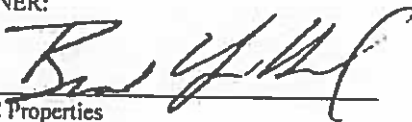
**THEREFORE**, this Amendment shall hereby amend the 2021 Non-Congregate Shelter (NCS) Site Lease Agreement that went into effect January 26, 2022, made and entered into by and between the above-named parties. Said Lease Agreement is hereby modified and amended as follows:

**TERMS AND CONDITIONS**


Effective September 15, 2022, the Owner agrees to decrease the number of sites from ( from forty (40) to eighteen (18) 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.

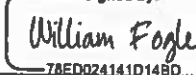
OWNER:

  
\_\_\_\_\_  
YEC Properties

Recommended:

DocuSigned by:  
  
\_\_\_\_\_  
84C832F2B84584E  
Jim Gray, Secretary  
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

DocuSigned by:  
  
\_\_\_\_\_  
7AE0024141D148D...  
Attorney,  
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

*Patricia M. D.* 11/17/2022  
Attorney.  
Finance and Administration Cabinet

APPROVED:

*Holly M. Johnson* 11-21-2022  
Holly M. Johnson, Secretary  
Finance and Administration Cabinet



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

**Andy Beshear**  
GOVERNOR

Bush Building, 3<sup>rd</sup> 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:** November 17, 2022

**SUBJECT:** PR-5730, Graves County  
Transportation Cabinet

Attached for your review and signature is a Lease Amendment, with an effective date of September 15, 2022, between YEC Properties and the Commonwealth of Kentucky, Department of Highways to reduce the number of lots under lease at this location from forty (40) to eighteen (18). As defined in the original lease agreement/amendment(s), the consideration is \$350.00 per site per month (\$75,600.00 annually), and the Commonwealth retains the right to terminate the agreement with a thirty (30) day notice.

Therefore, based on the reduced 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



# Commonwealth of Kentucky

## CONTRACT

**DOC ID NUMBER:**

CTRPI 605 2200000018

Version: 1

Record Date:

Document Description: Lease Agreement - NCS Sites - YFC 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 Contact**

111 PIONEER INDUSTRIAL DRIVE

Name: Heather Gough

Phone: 2702471400

MAYFIELD KY 42066

Email: heather@yecllc.com

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 26<sup>th</sup> 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.

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
	<b>Document Description</b>	
2200000018	Lease Agreement - NCS Sites - YEC Properties	

DocuSigned by:  
*Brad Youngblood* 1/27/2022  
 Vendor/Lessor Date

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

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

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

*Kevin M. Quinn* 02-07-2022  
 Secretary, Finance & Administration Cabinet Date

License ID: SR# \_\_\_\_\_ PR# \_\_\_\_\_



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

This AMENDMENT, dated this 4<sup>th</sup> 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.

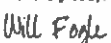
OWNER:

DocuSigned by:  
  
31F73AE15FE843  
\_\_\_\_\_  
YEC Properties

Recommended:

DocuSigned by:  
  
9DC832F789454E  
\_\_\_\_\_  
Jim Gray, Secretary  
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

DocuSigned by:  
  
78FD024141014RD  
\_\_\_\_\_  
Attorney,  
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

*Paul M. D.* 2/14/2022  
Attorney,  
Finance and Administration Cabinet

APPROVED:

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

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

This AMENDMENT, dated this 14<sup>th</sup> 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*  
11E77AE10FEB417  
\_\_\_\_\_  
YEC Properties

**Recommended:**

DocuSigned by  
*Jim Gray*  
9D7812E72B1541E  
\_\_\_\_\_  
Jim Gray, Secretary  
Transportation Cabinet

**REVIEW FOR FORM AND LEGALITY:**

DocuSigned by  
*Todd Slipp*  
6649A2E8409946C  
\_\_\_\_\_  
Attorney,  
Transportation Cabinet

**REAL PROPERTIES  
INVENTORY SECTION**

REVIEW FOR FORM AND LEGALITY:

*Phil Miller* 4/11/2022  
Attorney,  
Finance and Administration Cabinet

APPROVED:

*Holly M. Johnson* 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, 3<sup>rd</sup> 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 *BH*  
Division of Real Properties

**DATE:** November 22, 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.: <b>PR-5731</b>		County: <b>Graves</b>	
Using Agency: <b>Transportation Cabinet</b>			
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary		<b>Country Living Mobile Home Park of Mayfield Incorporated</b>	
Property Location: <b>94 Flood Road, Mayfield, KY</b>			
Check One: <input type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification			
Type Space: <b>Six (6) Non-congregate Shelter Site(s)</b>		Cost Per Square Foot: <b>\$N/A - \$485.00 per site per month</b>	
Annual Rental Cost: <b>\$34,920.00</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$N/A No comparable agreements</b>	
Utilities Included: <input checked="" type="checkbox"/> Yes (partial) <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: <b>30 Days</b>		<input type="checkbox"/> No If no, explain why not:
Effective Date: <b>September 15, 2022</b>		Expiration Date: <b>Month to month until terminated.</b>	
Justification for Lease: <b>Please see attached</b>			
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): <b>Please see attached</b>			



# Commonwealth of Kentucky Strategic Purchase Request

## SPR1 Information

Doc ID: SPR1 605 22000002976 Version: 3 Status: pending

Short Description: Non-Congregate Sheltering Program

Vendor Name: various

Cost: \$20,000,000.00

Request Date: 7/29/22

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*

81C93F6FA23433

## 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:

Modification (8/2/22) - Requesting authority to utilize the awarded Master Agreements (Haul/Install and Maintenance/ Inspection) for Non-Congregate Sheltering Program for areas devastated by July 2022 flooding. Also requesting authority to initiate rental leases for temporary trailer sites as discussed with Finance Real Properties. Not to exceed amount increased to \$20,000,000.

Modification - Requesting authority to initiate rental leases for temporary trailer sites as discussed with Finance Real Properties.

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: 7/29/22

AGENCY INFORMATION

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

SUGGESTED SUPPLIER

Name: various
Address:
Website:

Amount of Purchase: \$20,000,000.00 Duration of Contract: unknown

CHOOSE ONE OF THE FOLLOWING:

- NOT PRACTICABLE OR FEASIBLE
SOLE SOURCE
EMERGENCY (checked)

Modification - Requesting authority to utilize the awarded Master Agreements for Non-Congregate Sheltering Program for areas devastated by July 2022 flooding.
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.



**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 15<sup>th</sup> day of September, 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 1<sup>st</sup> 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 4<sup>th</sup> day of March, 2022 for the lease of two additional lots with full water, sewer and electric hookups; and,

**WHEREAS**, the Owner entered into an Amendment with the Commonwealth that began on 25<sup>th</sup> day of April, 2022 the Department wishes to add mowing services at the price of \$40 per month per lot the aforementioned agreement.

**WHEREAS**, the Owner entered into an Amendment with the Commonwealth that began on 1<sup>st</sup> day of August, 2022 to amend the monthly rental rate to \$425 per lot increase mowing services to \$60 per month per lot, and decrease the number of lots to thirteen (13) the aforementioned agreement.

**WHEREAS**, the Department wishes to decrease the number of lots to six (6) 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 September 15, 2022, the Owner agrees to decrease the number of sites from thirteen (13) to six (6) 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:**

  
Country Living Mobile Home Park

**Recommended:**  
DocuSigned by:

  
\_\_\_\_\_  
Jim Gray, Secretary  
Transportation Cabinet

**REVIEW FOR FORM AND LEGALITY:**

DocuSigned by:  
  
\_\_\_\_\_  
Todd Shipp  
Attorney,  
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

 11/17/2022  
Attorney,  
Finance and Administration Cabinet

APPROVED:

 11-21-2022  
Holly M. Johnson, Secretary  
Finance and Administration Cabinet



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

**Andy Beshear**  
GOVERNOR

**Holly M. Johnson**  
SECRETARY

Bush Building, 3<sup>rd</sup> 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:** November 17, 2022

**SUBJECT:** PR-5731, Graves County  
Transportation Cabinet

Attached for your review and signature is a Lease Amendment, with an effective date of September 15, 2022, between Country Living Mobile Home Park and the Commonwealth of Kentucky, Department of Highways to reduce the number of lots under lease at this location from thirteen (13) to six (6). As defined in the original lease agreement/amendment(s), the consideration is \$485.00 per site per month (\$34,920.00 annually), and the Commonwealth retains the right to terminate the agreement with a thirty (30) day notice.

Therefore, based on the reduced 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

## 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 1<sup>st</sup> 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 25<sup>th</sup> 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 1<sup>st</sup> 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 4<sup>th</sup> 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

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

This AMENDMENT, dated this 1<sup>st</sup> day of August, 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 1<sup>st</sup> 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 4<sup>th</sup> day of March, 2022 for the lease of two additional lots with full water, sewer and electric hookups; and,

**WHEREAS**, the Owner entered into an Amendment with the Commonwealth that began on 25<sup>th</sup> day of April, 2022 he Department wishes to add mowing services at the price of \$40 per month per lot the aforementioned agreement.

**WHEREAS**, the Department wishes to amend the monthly rental rate to \$425 per lot increase mowing services to \$60 per month per lot, and decrease the number of lots to thirteen (13) 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 August 1, 2022, the Owner agrees increase the monthly rental rate to \$425 per site, increase the fee for mowing services at each lot to \$60 per month, and decrease the number of sites from seventeen (17) to thirteen (13) 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.

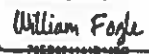
**OWNER:**

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:**

*Patrick M. Deane*

9/12/2022

Attorney,  
Finance and Administration Cabinet

**APPROVED:**

*Holly M. Johnson*

9-13-2022

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, 3<sup>rd</sup> 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:** November 29, 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.: <b>PR-5732</b>		County: <b>Warren</b>	
Using Agency: <b>Transportation Cabinet</b>			
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary		<b>Fay's Mobile Homes Incorporated</b>	
Property Location: <b>5690 Louisville Road, Bowling Green, KY</b>			
Check One: <input type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification			
Type Space: <b>Reduction in Non-congregate Shelter Site(s) from twelve (12) to four (4).</b>		Cost Per Square Foot: <b>\$N/A - \$500.00 per site per month</b>	
Annual Rental Cost: <b>\$24,000.00</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$N/A No comparable agreements</b>	
Utilities Included: <input checked="" type="checkbox"/> Yes (partial) <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: <b>30 Days</b>		<input type="checkbox"/> No If no, explain why not:
Effective Date: <b>November 1, 2022</b>		Expiration Date: <b>Month to month until terminated.</b>	
Justification for Lease: <b>Please see attached</b>			
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): <b>Please see attached</b>			



# Commonwealth of Kentucky Strategic Purchase Request

## SPR 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 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 5th day of October, 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 18<sup>th</sup> day of March, 2022 for the lease of 10 lots with full water, sewer and electric hookups; and,

WHEREAS, the Owner entered into an Agreement on April 8<sup>th</sup>, 2022 to add two (2) additional sites;

WHEREAS, the Department now wishes to reduce the number of sites from twelve (12) to four (4).

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 November 1, 2022, the Owner agrees to decrease the number of sites from twelve (12) to four (4) 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:

  
\_\_\_\_\_  
Fay's Mobile Homes, Inc. By Donna Loid, Co-President

Recommended:  
DocuSigned by:

  
\_\_\_\_\_  
8D0832E7D04E44C  
Jim Gray, Secretary  
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

DocuSigned by:  
  
\_\_\_\_\_  
78ED03444D448D  
Attorney, Transportation Cabinet

  
\_\_\_\_\_  
11/17/2022  
Attorney, Finance and Administration Cabinet

APPROVED:

  
\_\_\_\_\_  
11-22-2022  
Holly M. Johnson, Secretary  
Finance and Administration Cabinet



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

**Andy Beshear**  
GOVERNOR

**Holly M. Johnson**  
SECRETARY

Bush Building, 3<sup>rd</sup> 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:** November 17, 2022

**SUBJECT:** PR-5732, Warren County  
Transportation Cabinet

Attached for your review and signature is a Lease Amendment, with an effective date of November 1, 2022, between Fay's Mobile Homes Incorporated and the Commonwealth of Kentucky, Department of Highways to reduce the number of lots under lease at this location from twelve (12) to four (4). As defined in the original lease agreement, the consideration is \$500.00 per site per month (\$24,000.00 annually), and the Commonwealth retains the right to terminate the agreement with a thirty (30) day notice.

Therefore, based on the reduced 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

## 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 18<sup>th</sup> 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 18<sup>th</sup> 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.**

*Taxi Mobile App by Diane Estes*  
Vendor/Lessor Date 3-18-22

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

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

DocuSigned by:  
*ASO* 3/21/2022  
8DC832F7894544E

Secretary, Transportation Cabinet Date

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

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

License ID: SR# 22-011 PR# 5732

**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 18<sup>th</sup> 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





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

**Andy Beshear**  
GOVERNOR

**Holly M. Johnson**  
SECRETARY


**Sam Ruth**  
COMMISSIONER

**Scott Aubrey**  
DIRECTOR

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

MEMORANDUM

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

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

**DATE:** November 22, 2022

**SUBJECT:** PR-5752, Clay County  
Transportation Cabinet  
Emergency Lease

As outlined, attached please find notification of a lease agreement 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-5752 File  
BSH

**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**

**EMERGENCY LEASE AGREEMENT**

Lease No.: <b>PR-5752</b>		County: <b>Clay</b>	
Using Agency: <b>Transportation Cabinet</b>			
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary		<b>City of Manchester</b>	
Property Location: <b>3416 Beech Creek Road, Manchester, KY</b>			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: <b>Seven (7) Non-congregate Shelter Site(s)</b>		Cost Per Square Foot: <b>\$N/A - \$300.00 per site per month</b>	
Annual Rental Cost: <b>\$25,200.00</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$N/A No comparable agreements</b>	
Utilities Included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: <b>30 Days</b>		<input type="checkbox"/> No If no, explain why not:
Effective Date: <b>August 29, 2022</b>		Expiration Date: <b>Month to month until terminated.</b>	
Justification for Lease: <b>Please see attached SPR1</b>			
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): <b>Please see attached</b>			



# Commonwealth of Kentucky Strategic Purchase Request

## SPR1 Information

Doc ID: SPR1 605 22000002976 Version: 3 Status: pending

Short Description: Non-Congregate Sheltering Program

Vendor Name: various

Cost: \$20,000,000.00

Request Date: 7/29/22

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:

Modification (8/2/22) - Requesting authority to utilize the awarded Master Agreements (Haul/Install and Maintenance/ Inspection) for Non-Congregate Sheltering Program for areas devastated by July 2022 flooding. Also requesting authority to initiate rental leases for temporary trailer sites as discussed with Finance Real Properties.

Not to exceed amount increased to \$20,000,000.

Modification - Requesting authority to initiate rental leases for temporary trailer sites as discussed with Finance Real Properties.

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: 7/29/22

AGENCY INFORMATION

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

SUGGESTED SUPPLIER

Name: various
Address:
Website:

Amount of Purchase: \$20,000,000.00
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.

[x] 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, tomado, 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.

Modification - Requesting authority to utilize the awarded Master Agreements for Non-Congregate Sheltering Program for areas devastated by July 2022 flooding.

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 tomadoes. 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.

## 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.

## 2022 NON-CONGREGATE SHELTER (NCS) SITE LEASE AGREEMENT

WHEREAS communities within the Commonwealth of Kentucky, sustained catastrophic damage from severe flooding beginning July 25, 2022; 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 City of Manchester hereinafter OWNER, is the owner of seven (7) lots suitable with necessary electric and water hookups available for the location of a non-congregate shelter located at Governor's Campground and RV Park, 3416 Beech Creek Road, Manchester, KY 40962 (collectively, "the parties"); and

WHEREAS the floods beginning on July 25, 2022, created the need for temporary sheltering for residents affected by the aforementioned floods in Eastern 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 29th day of August 2022, by and between City of Manchester 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 seven (7) lots with fully operable utility hookups from the OWNER located at 3416 Beech Creek Road Manchester, KY 40962, 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, electric, sewer, and trash service.
3. The term of this lease shall be month to month commencing on the 29<sup>th</sup> day of August 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 \$300 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.

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:  
James Ed Garrison, Mayor 8/29/2022  
B59476458648488  
Vendor/Lessor Date

DocuSigned by:  
Todd Shipp 8/29/2022  
00A5705E9A2840C  
Approved as to form & legality:  
Attorney, Transportation Cabinet Date

DocuSigned by:  
[Signature] 8/30/2022  
9DC832F7B84544E  
Secretary, Transportation Cabinet Date

Patrick Miller 11/21/2022  
Approved as to form & legality:  
Attorney, Finance & Administration Cabinet Date

Kelly M. Connor 11-21-2022  
Secretary, Finance & Administration Cabinet Date

License ID: SR# 22-056 PR# 5752





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

**Andy Beshear**  
GOVERNOR

Bush Building, 3<sup>rd</sup> 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:** November 17, 2022

**SUBJECT:** PR-5752, Clay County  
Transportation Cabinet

Attached for your review and signature is a lease between the City of Manchester and the Commonwealth of Kentucky, Department of Highways for seven (7) Non-Congregate Shelter sites located in Manchester Kentucky. The flooding that occurred on or about July 28, 2022 created a need for temporary housing for persons displaced by flood related damage. The lease will be effective August 29, 2022 and includes provisions allowing the Commonwealth to terminate the agreement with a thirty (30) day notice. For and in consideration of this lease, the Commonwealth will pay \$300.00 per site per month (\$25,200.00 annually).

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

Should you require additional information, please advise.

JSA/BSH/bh  
Attachment

**RECOMMENDED:** \_\_\_\_\_  
Sam Ruth, Commissioner  
Dept. for Facilities & Support Services



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

**Andy Beshear**  
GOVERNOR

**Holly M. Johnson**  
SECRETARY


**Sam Ruth**  
COMMISSIONER

**Scott Aubrey**  
DIRECTOR

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

**MEMORANDUM**

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

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

**DATE:** December 6, 2022

**SUBJECT:** PR-5753, Knott County  
Transportation Cabinet  
Emergency Lease

As outlined, attached please find notification of a lease agreement 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-5753 File  
BSH

**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**

**EMERGENCY LEASE AGREEMENT**

Lease No.: <b>PR-5753</b>		County: <b>Knott</b>
Using Agency: <b>Transportation Cabinet</b>		
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary	<b>Knott County Fiscal Court</b>	
Property Location: <b>750 Sutton Memorial Drive, Leburn, KY</b>		
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification		
Type Space: <b>Sixty (60) Non-congregate Shelter Site(s)</b>	Cost Per Square Foot: <b>\$N/A - \$1,000.00 per site per month</b>	
Annual Rental Cost: <b>\$720,000.00</b>	Average Cost Per Square Foot of Leased-In Space in County: <b>\$N/A No comparable agreements</b>	
Utilities Included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: <b>30 Days</b>	<input type="checkbox"/> No If no, explain why not:
Effective Date: <b>September 1, 2022</b>	Expiration Date: <b>Month to month until terminated.</b>	
Justification for Lease: <b>Please see attached SPRI</b>		
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: 3 Status: pending

Short Description: Non-Congregate Sheltering Program

Vendor Name: various

Cost: \$20,000,000.00

Request Date: 7/29/22

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*

B1C993F6FA23433

## 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:

Modification (8/2/22) - Requesting authority to utilize the awarded Master Agreements (Haul/Install and Maintenance/ Inspection) for Non-Congregate Sheltering Program for areas devastated by July 2022 flooding. Also requesting authority to initiate rental leases for temporary trailer sites as discussed with Finance Real Properties.

Not to exceed amount increased to \$20,000,000.

Modification - Requesting authority to initiate rental leases for temporary trailer sites as discussed with Finance Real Properties.

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: 7/29/22

AGENCY INFORMATION

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

SUGGESTED SUPPLIER

Name: various
Address:
Website:

Amount of Purchase: \$20,000,000.00 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.

[x] 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.

Modification - Requesting authority to utilize the awarded Master Agreements for Non-Congregate Sheltering Program for areas devastated by July 2022 flooding.
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.

**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.

## 2022 NON-CONGREGATE SHELTER (NCS) SITE LEASE AGREEMENT

WHEREAS communities within the Commonwealth of Kentucky, sustained catastrophic damage from severe flooding beginning July 25, 2022; 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 **Knott County Fiscal Court** hereinafter **OWNER**, is the owner of sixty (60) lots suitable with necessary electric and water hookups available for the location of a non-congregate shelter located at c (collectively, "the parties"); and

WHEREAS the floods beginning on July 25, 2022, created the need for temporary sheltering for residents affected by the aforementioned floods in Eastern 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 September 2022, by and between Knott County Fiscal Court 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 sixty (60) lots with fully operable utility hookups for water and electric from the **OWNER** located at Mine Made Adventure Park, 750 Sutton Memorial Drive, Leburn, KY 41831, 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, electric, sewer, wireless internet.
3. The term of this lease shall be month to month commencing on the 1st day of September 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 \$1000 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.

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:  
Judge Jeff Dobson 8/30/2022  
46E1B68EABED43E  
Vendor/Lessor Date

DocuSigned by:  
Todd Shipp 8/30/2022  
68A9A3E2A82646E  
Approved as to form & legality:  
Attorney, Transportation Cabinet Date

DocuSigned by:  
JS 8/31/2022  
9DC832F7B94544E  
Secretary, Transportation Cabinet Date

Patrick M. D... 12/01/2022  
Approved as to form & legality:  
Attorney, Finance & Administration Cabinet Date

Keely M. Johnson 12/05/2022  
Secretary, Finance & Administration Cabinet Date

License ID: SR# 22-057 PR# 5753



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

**Andy Beshear**  
GOVERNOR

Bush Building, 3<sup>rd</sup> 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:** November 29, 2022

**SUBJECT:** PR-5753, Knott County  
Transportation Cabinet

Attached for your review and signature is a lease between the Knott County Fiscal Court and the Commonwealth of Kentucky. Transportation Cabinet, Department of Highways for sixty (60) Non-Congregate Shelter sites located in Leburn Kentucky. The flooding that occurred on or about July 28, 2022 created a need for temporary housing for persons displaced by flood related damage. The lease will be effective September 1, 2022 and includes provisions allowing the Commonwealth to terminate the agreement with a thirty (30) day notice. For and in consideration of this lease, the Commonwealth will pay \$1,000.00 per site per month (\$720,000.00 annually).

Therefore, since it is in the best interest of the Commonwealth to provide assistance to those affected by the aforementioned flooding, and in accordance with applicable provisions of KRS 45A.095, Subsections 2, 4, and/or 5, I recommend approval of the attached agreement, between the Transportation Cabinet and the Knott County Fiscal Court.

Should you require additional information, please advise.

JSA/BSH/bh  
Attachment

**RECOMMENDED:** \_\_\_\_\_

Sam Ruth, Commissioner  
Dept. for Facilities & Support Services



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

**Andy Beshear**  
GOVERNOR

**Holly M. Johnson**  
SECRETARY

**Sam Ruth**  
COMMISSIONER

**Scott Aubrey**  
DIRECTOR

Bush Building, 3<sup>rd</sup> Floor  
403 Wapping Street  
Frankfort, Kentucky 40601  
Phone: (502) 564-2205  
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**MEMORANDUM**

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

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

**DATE:** December 6, 2022

**SUBJECT:** PR-5755, Perry County  
Transportation Cabinet  
Emergency Lease

As outlined, attached please find notification of a lease agreement 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-5755 File  
BSH

**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE**

**EMERGENCY LEASE AGREEMENT**

Lease No.: <b>PR-5755</b>		County: <b>Perry</b>	
Using Agency: <b>Transportation Cabinet</b>			
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary		<b>Perry County Fiscal Court</b>	
Property Location: <b>933 Perry Park Road, Hazard, KY</b>			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: <b>Forty (40) Non-congregate Shelter Site(s)</b>		Cost Per Square Foot: <b>\$N/A - \$0.00 per site per month</b>	
Annual Rental Cost: <b>\$0.00</b>		Average Cost Per Square Foot of Leased-In Space in County: <b>\$N/A No comparable agreements</b>	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
	If yes, explain terms: <b>30 Days</b>		If no, explain why not:
Effective Date: <b>September 1, 2022</b>		Expiration Date: <b>Month to month until terminated.</b>	
Justification for Lease: <b>Please see attached SPRI</b>			
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: 3 Status: pending

Short Description: Non-Congregate Sheltering Program

Vendor Name: various

Cost: \$20,000,000.00

Request Date: 7/29/22

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*  
81C893F6FA73433

## 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:

Modification (8/2/22) - Requesting authority to utilize the awarded Master Agreements (Haul/Install and Maintenance/ Inspection) for Non-Congregate Sheltering Program for areas devastated by July 2022 flooding. Also requesting authority to initiate rental leases for temporary trailer sites as discussed with Finance Real Properties. Not to exceed amount increased to \$20,000,000.

Modification - Requesting authority to initiate rental leases for temporary trailer sites as discussed with Finance Real Properties.

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: 7/29/22

AGENCY INFORMATION

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

SUGGESTED SUPPLIER

Name: various
Address:
Website:

Amount of Purchase: \$20,000,000.00 Duration of Contract: unknown

CHOOSE ONE OF THE FOLLOWING:

- NOT PRACTICABLE OR FEASIBLE
SOLE SOURCE
EMERGENCY

Modification - Requesting authority to utilize the awarded Master Agreements for Non-Congregate Sheltering Program for areas devastated by July 2022 flooding.
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.

**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.

## 2022 NON-CONGREGATE SHELTER (NCS) SITE LEASE AGREEMENT

WHEREAS communities within the Commonwealth of Kentucky, sustained catastrophic damage from severe flooding beginning July 25, 2022; 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 Perry County Fiscal Court hereinafter **OWNER**, is the owner of forty (40) lots suitable for the location of a non-congregate shelter located at 933 Perry Park Road Hazard, KY 41701 (collectively, "the parties"); and

WHEREAS the floods beginning on July 25, 2022, created the need for temporary sheltering for residents affected by the aforementioned floods in Eastern 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 September 2022, by and between Perry County Fiscal Court, PO Drawer 210, Hazard, KY 41701 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 forty (40) lots from the **OWNER** located at 933 Perry Park Road Hazard, KY 41701, 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 term of this lease shall be month to month commencing on the 1st day of September 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.
3. The sole consideration for this Lease Agreement is the payment of \$0 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**.
4. 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.
5. 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.
6. 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.



7. 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

8. 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

9. 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.

10. 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.

11. 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).

12. 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.

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

14. 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.

15. 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.

*[Handwritten Signature]*

Vendor/Lessor \_\_\_\_\_ Date \_\_\_\_\_

DocuSigned by:

*Todd Shipp*

10/5/2022

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

DocuSigned by:

*[Handwritten Signature]*

10/5/2022

Secretary, Transportation Cabinet \_\_\_\_\_ Date \_\_\_\_\_

*Patrick Miller*

12/01/2022

Approved as to form & legality:  
Attorney, Finance & Administration Cabinet \_\_\_\_\_ Date \_\_\_\_\_

*Dee M. Johnson*

12/05/2022

Secretary, Finance & Administration Cabinet \_\_\_\_\_ Date \_\_\_\_\_

License ID: SR# 22-059 PR# 5755



**Andy Beshear**  
GOVERNOR

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

Bush Building, 3<sup>rd</sup> Floor  
403 Wapping Street  
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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:** November 29, 2022

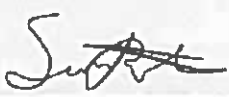
**SUBJECT:** PR-5755, Perry County  
Transportation Cabinet

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Therefore, since it is in the best interest of the Commonwealth to provide assistance to those affected by the aforementioned flooding, and in accordance with applicable provisions of KRS 45A.095, Subsections 2, 4, and/or 5, I recommend approval of the attached agreement, between the Transportation Cabinet and the Perry County Fiscal Court.

Should you require additional information, please advise.

JSA/BSH/bh  
Attachment

**RECOMMENDED:**   
\_\_\_\_\_  
Sam Ruth, Commissioner  
Dept. for Facilities & Support Services