



**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, 3rd 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 19, 2022

SUBJECT: PR-2591, Jefferson County
Unified Prosecutorial System
Annual Rental Exceeding \$100,000.00

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

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

BSH/bh
Attachment

CC: Capital Construction Log
OSBD
PR-2591 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-2591		County: Jefferson
Using Agency: Unified Prosecutorial System		
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Louisville Jefferson County Metro Government	
Property Location: 514 West Liberty, Louisville, KY		
Check One: <input type="checkbox"/> New Lease <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification		
Type Space: Office	Cost Per Square Foot: \$16.55	
Annual Rental Cost: \$401,056.16	Average Cost Per Square Foot of Leased-In Space in County: \$10.61	
Utilities Included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days	<input type="checkbox"/> No If no, explain why not:
Effective Date: July 1, 2022	Expiration Date: June 30, 2023	
Justification for Lease: Lease renewal		
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:		
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal		

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between UNIFIED PROSECUTORIAL SYSTEM and LOUISVILLE/JEFFERSON CO METRO GOVERNMENT 611 WEST JEFFERSON STREET LOUISVILLE KY 40202 by mutual agreement, is hereby renewed at the same terms and conditions for further periods of twelve (12) months not to extend beyond June 30 (please check and initial your choice on the appropriate line):

<input checked="" type="checkbox"/>	2023	<input type="checkbox"/>	2024	<input type="checkbox"/>	2025	<input type="checkbox"/>	2026
<input type="checkbox"/>	2027	<input type="checkbox"/>	2028	<input type="checkbox"/>	2029	<input type="checkbox"/>	2030

The annual base rental rate shall remain \$ 16.55 per square foot for 24,233 square feet for office space.

LEASE NUMBER: PR02591	LOCATION: 514 W LIBERTY LOUISVILLE KY 40202
COUNTY: JEFFERSON	
ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)	

- The Lessor agrees to notify the Commonwealth of all persons owning, or upon any change or transfer of ownership involving five percent (5%) or more in stock, in partnership, in business trust, or in corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.
- The Lessor acknowledges that his property may be inspected by the Division of Building Codes Enforcement and/or the State Fire Marshal and must comply with all applicable standards (life safety and ADA accessibility).
- The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.
- The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Modification Agreement he will not be in violation of the campaign finance laws of the Commonwealth.

Annual Amount \$ 401,056.16

DocuSigned by:

Mark Boeller

LESSOR

502-574-0104

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

LESSOR'S CURRENT PHONE NUMBER

ATTORNEY, FINANCE & ADMINISTRATION CABINET

NEW ADDRESS Only if the above address is incorrect

SECRETARY, FINANCE & ADMINISTRATION CABINET

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



Andy Beshear
GOVERNOR

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

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


Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: January 18, 2023

SUBJECT: PR-5744, Christian County
Department of Juvenile Justice
Annual Rental Exceeding \$100,000.00

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

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

BSH/bh
Attachment

CC: Capital Construction Log
OSBD
PR-5744 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-5744		County: Christian	
Using Agency: Department of Juvenile Justice			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Lessor: Leasure Rentals S&S, LLC	
Property Location: 4001 Ft. Campbell Blvd, Hopkinsville KY 42240			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Day Treatment Center		Cost Per Square Foot: \$14.85	
Annual Rental Cost: \$147,356.56		Average Cost Per Square Foot of Leased-In Space in County: \$9.28	
Utilities Included: <input checked="" type="checkbox"/> Yes (partial) <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
	If yes, explain terms: 30 Days		If no, explain why not:
Effective Date: To be determined		Expiration Date: June 30, 2030	
Justification for Lease: Please see attached			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): Please see attached			

COMMONWEALTH OF KENTUCKY LEASE AGREEMENT

LEASE/PR #	PR-5744, Christian County	AGENCY/DEPARTMENT	Department of Juvenile Justice
INITIAL ENCUMBRANCE	S	DIVISION	
ANNUAL ENCUMBRANCE	\$147,356.56	DATE	January 10, 2023
VENDOR CODE #		BUILDING CODE #	

THIS LEASE, entered into between: **LEASURE RENTALS S&S, LLC** whose address is: **PO BOX 377; HOPKINSVILLE KY 42241** (Business Phone: **(270-889-1312)**, his heirs and assigns, hereinafter called the "Lessor", and the COMMONWEALTH OF KENTUCKY, hereinafter referred to as the "Commonwealth";

WITNESSETH, that for the consideration hereinafter mentioned, the parties hereto agree as follows:

- 1a. The Lessor hereby leases to the Commonwealth and agrees to keep in quiet and peaceful possession the following described premises with its appurtenances; property located at **4001 Fort Campbell Blvd, Hopkinsville KY 42240**, in the County of **Christian**.
- 1b. Said premises consisting of **9,923** square feet are to be rented at the cost of **\$14.85** per square foot and will be used by the Commonwealth for **Office** space.
2. The Commonwealth agrees to pay rent to the Lessor for the leased premises at the rate of **\$36,839.14**, payable **Quarterly**. The Lessor shall provide the Commonwealth with the following services: **Gas, Water & Sewer**; with **Twenty-Eight (28)** non designated parking spaces.
3. Subject to the limitations imposed by law and as provided in paragraphs 5 and 6 of this Lease, the term during which the Lease shall be effective shall begin **as specified in the attached addendum**, and end **JUNE 30, 2023**.
4. This Lease shall be extended automatically upon the same terms and conditions herein for further periods of 12 months, not to exceed **Seven (7)** extension period(s) unless the Commonwealth shall give the Lessor written notice **30** days prior to the expiration of the term or any extension that it will not be extended; no extension shall prolong the period of occupancy of the leased premises beyond the **30TH** day of **June 2030**. The Lessor understands that the Commonwealth's funds cannot be committed beyond its current fiscal year and its applicable appropriation, and the related allotment from rental payments will be made.
5. The Commonwealth shall have the further right to terminate this Lease at any time upon **30** days written notice, time to be computed from date of mailing notice; termination under this paragraph shall not be considered effective until the last day of the month in which the notice period ends.
6. The Commonwealth agrees not to assign this Lease, or to sublet the premises except to a desirable tenant and for a similar purpose, and will not permit the use of the premises by anyone other than the Commonwealth, the Federal Government, or such sub-lessee, and the agents and servants of the Commonwealth, the Federal Government, or such sub-lessee.
7. The Commonwealth shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additional structures or signs in or upon the leased premises, provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with rights granted to other tenants on the property or in the building in which the premises are located. Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain the Commonwealth's property and may be removed by it prior to the termination of this Lease.
8. Unless otherwise specified, the Lessor shall maintain the premises in good repair and tenantable condition, including heating and/or air conditioning equipment, except in case of damage arising from the negligent acts of the Commonwealth's agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the premises at reasonable times.
9. The Commonwealth agrees to take good care of the premises and to return them at the expiration of their Lease in as good order as received, ordinary wear and tear and natural decay excepted.
10. The Lessor shall be responsible for procuring and continuously maintaining casualty and liability insurance on the leased premises.
11. If the premises are destroyed by fire or other casualty this Lease shall immediately terminate. In case of partial destruction or damage so as to render the premises untenantable, the Commonwealth may terminate or suspend this Lease by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until such damage is repaired and premises are considered tenantable.
12. It is agreed by the parties hereto that if any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidity shall not invalidate the whole Lease, but it shall be construed as if not containing that particular provision or provisions, and the rights and obligations of the parties shall be construed accordingly.
13. The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Agreement he will not be in violation of the campaign finance laws of the Commonwealth.
14. The Lessor agrees to notify the Commonwealth of all persons owning or upon any change or transfer of ownership involving 5% or more in stock, in partnership, business trust, or corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.
15. Lessor shall comply with all standards set by the Department of Housing, Buildings and Construction, Division of Building Codes Enforcement, and that of the Kentucky Occupational Safety and Health Standards Board and the Americans with Disabilities Act (ADA).
16. The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

IN WITNESS WHEREOF, the parties hereto have subscribed their names:

STATE LEASING AGENCY REPRESENTATIVE _____ Date _____

LESSOR _____ Date _____

ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES _____ Date _____

ATTORNEY, FINANCE & ADMINISTRATION CABINET _____ Date _____

MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES _____ Date _____

DIRECTOR, DIVISION OF REAL PROPERTIES _____

APPROVED THIS _____ DAY OF _____, 20____

SECRETARY, FINANCE & ADMINISTRATION CABINET _____ Date _____

When executed by the Secretary, Finance & Administration Cabinet, this instrument constitutes a finding and order, pursuant to KRS Chapters 45A and 56, that the leased property is needed for use by the Commonwealth of Kentucky. All correspondence and inquiries regarding this Lease are to be directed to the Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2205.



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

MEMORANDUM

TO: Scott Aubrey, Director
Division of Real Properties

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

DATE: January 10, 2023

SUBJECT: PR-5744, Christian County
Department of Juvenile Justice

The Department of Juvenile Justice recently submitted a request to obtain space suitable for the operation of a Day Treatment Center in Christian County, same indicating a need for approximately 10,010 square feet of space. Efforts to obtain space under applicable provisions of KRS 56.813(1) and KRS 5.805(2) failed to produce any suitable properties therefore a competitive bid project was initiated. The Invitation to Lease produced one (1) best and final proposal as follows:

1. Leasure Rentals S&S, LLC proposed to lease 9,923 square feet of space at \$14.85 per square foot (\$147,356.56 annually), including partial utilities (i.e., gas and water/sewer) and excluding janitorial services, with a term expiring June 30, 2030.

Efforts to negotiate more favorable terms were not successful and the Department of Juvenile Justice has recommended acceptance of the proposal from Leasure Rentals S&S, LLC. Pursuant to applicable provisions of KRS 56.803, the attached lease agreement therefore provides for the use of 9,923 square feet of space at a rental rate of \$14.85 per square foot (\$147,356.56 annually), including partial utilities and excluding janitorial services, with a term expiring June 30, 2030. Capital Projects and Bond Oversight Committee reporting is required for the proposed lease agreement and your approval of the same is recommended to secure suitable Day Treatment Center space as requested by the Department of Juvenile Justice.

Should you require additional information, please advise.

BSH/bh
Attachment

APPROVED: *Scott Aubrey*

Scott Aubrey, Director



Andy Beshear
GOVERNOR

**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
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Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: January 3, 2023

SUBJECT: PR-5752, Clay 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-5752 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

EMERGENCY LEASE AGREEMENT

Lease No.: PR-5752		County: Clay
Using Agency: Transportation Cabinet		
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary	City of Manchester	
Property Location: 3416 Beech Creek Road, Manchester, KY		
Check One: <input type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification		
Type Space: Reduction in Non-congregate Shelter Site(s) from four (4) to three (3).	Cost Per Square Foot: \$N/A - \$300.00 per site per month	
Annual Rental Cost: \$10,800.00	Average Cost Per Square Foot of Leased-In Space in County: \$N/A No comparable agreements	
Utilities Included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days	<input type="checkbox"/> No If no, explain why not:
Effective Date: November 1, 2022	Expiration Date: Month to month until terminated.	
Justification for Lease: Please see attached SPR1		
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:		
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): Please see attached		



Commonwealth of Kentucky Strategic Purchase Request

SPR1 Information

Doc ID: SPR1 605 22000002976 Version: 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 Shwula
Contact Email: jason.shwula@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.

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

This AMENDMENT dated this 1st day of November, 2022, by and between City of Manchester (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 August 29, 2022 for the lease of 7 lots with full water, sewer and electric hookups and,

WHEREAS, the Department decreased the number of lots to four (4) as of October 1, 2022.

WHEREAS, the Department now wishes to decrease the number of lots to three (3) the aforementioned agreement.

THEREFORE, this Amendment shall hereby amend the 2022 Non-Congregate Shelter (NCS) Site Lease Agreement that went into effect August 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 November 1, 2022, the Owner agrees to decrease the number of sites from four (4) to three (3) leased 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


City of Manchester

Received by:

9DC832E7B04544E
Jim Gray, Secretary
Transportation Cabinet


REVIEW FOR FORM AND LEGALITY:
DocuSigned by:

68A9A3E2A82646E
Attorney
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:


12/07/2022
Attorney,
Finance and Administration Cabinet

APPROVED:


12-8-2022
Holly M. Johnson, Secretary
Finance and Administration Cabinet



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

Andy Beshear
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Holly M. Johnson
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Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: December 6, 2022

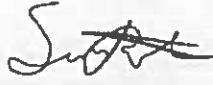
SUBJECT: PR-5752, Clay County
Transportation Cabinet

Attached for your review and signature is a Lease Amendment, with an effective date of November 1, 2022, between the City of Manchester and the Commonwealth of Kentucky, Department of Highways to reduce the number of lots under lease at this location from four (4) to three (3). As defined in the original lease agreement, the consideration is \$300.00 per site per month (\$10,800.00 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 the City of Manchester.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED: 

Sam Ruth, Commissioner
Dept. for Facilities & Support Services



Andy Beshear
GOVERNOR

**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
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Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: December 19, 2022

SUBJECT: PR-5752, Clay 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-5752 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

EMERGENCY LEASE AGREEMENT

Lease No.: PR-5752		County: Clay
Using Agency: Transportation Cabinet		
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary	City of Manchester	
Property Location: 3416 Beech Creek Road, Manchester, KY		
Check One: <input type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification		
Type Space: Reduction in Non-congregate Shelter Site(s) from seven (7) to four (4).	Cost Per Square Foot: \$N/A - \$300.00 per site per month	
Annual Rental Cost: \$14,400.00	Average Cost Per Square Foot of Leased-In Space in County: \$N/A No comparable agreements	
Utilities Included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days	<input type="checkbox"/> No If no, explain why not:
Effective Date: October 1, 2022	Expiration Date: Month to month until terminated.	
Justification for Lease: Please see attached SPR1		
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:		
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): Please see attached		



Commonwealth of Kentucky Strategic Purchase Request

SPR1 Information

Doc ID: SPR1 605 22000002976 Version: 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
81C883F6FA23433...

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 Shwula
 Contact Email: jason.shwula@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.

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 AMENDMENT

This AMENDMENT dated this 1st day of October, 2022, by and between City of Manchester (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 August 29, 2022 for the lease of 7 lots with full water, sewer and electric hookups, and,

WHEREAS, the Department wishes to decrease the number of lots to four (4) the aforementioned agreement.

THEREFORE, this Amendment shall hereby amend the 2022 Non-Congregate Shelter (NCS) Site Lease Agreement that went into effect August 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 October 1, 2022, the Owner agrees to decrease the number of sites from seven (7) to four (4) 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



City of Manchester

Recommended by:



99L8376388554F
Jim Gray, Secretary
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

DocuSigned by:


Attorney 3E2A82646E
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:



12/01/2022
Attorney,
Finance and Administration Cabinet

APPROVED



12/7/2022
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, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601
Phone: (502) 564-2205
Fax: (502) 564-8108

Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: November 29, 2022

SUBJECT: PR-5752, Clay County
Transportation Cabinet

Attached for your review and signature is a Lease Amendment, with an effective date of October 1, 2022, between the City of Manchester and the Commonwealth of Kentucky, Department of Highways to reduce the number of lots under lease at this location from seven (7) to four (4). As defined in the original lease agreement, the consideration is \$300.00 per site per month (\$14,400.00 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 the City of Manchester.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED: _____
Sam Ruth, Commissioner
Dept. for Facilities & Support Services

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 29th 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
B6947645864G486
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

Holly M. Johnson
SECRETARY


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

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: January 3, 2023

SUBJECT: PR-5743, Owsley 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-5743 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

EMERGENCY LEASE AGREEMENT

Lease No.: PR-5743		County: Owsley	
Using Agency: Transportation Cabinet			
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary		JL Smith Enterprises Dba Crocketsville Campground	
Property Location: 9508 KY Highway 315, Booneville, KY			
Check One: <input type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification			
Type Space: One (1) Additional Non-congregate Shelter Site(s) (Total of 26 this site)		Cost Per Square Foot: \$N/A - \$500.00 per site per month	
Annual Rental Cost: \$156,000.00		Average Cost Per Square Foot of Leased-In Space in County: \$N/A No comparable agreements	
Utilities Included: <input checked="" type="checkbox"/> Yes (partial) <input type="checkbox"/> No			
Cancellation Clause: <input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:	
Effective Date: October 1, 2022		Expiration Date: Month to month until terminated.	
Justification for Lease: Please see attached			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): Please see attached			



Commonwealth of Kentucky Strategic Purchase Request

SPR1 Information

Doc ID: SPR1 605 22000002976 Version: 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
81C893F6FA23433

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:

AGENCY INFORMATION

Cabinet:

Department:

Agency Contact Name:

Contact Email:

Contact Phone:

SUGGESTED SUPPLIER

Name:

Address:

Website:

Amount of Purchase: Duration of Contract:

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.

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.

This AMENDMENT dated this 1st day of October, 2022, by and between JL Smith Enterprises dba Crocketsville Campground (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 August 1, 2022 for the lease of 25 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 homes were destroyed or are suffered housing instability due catastrophic damage from severe flooding beginning July 25, 2022; and,

WHEREAS, the Department wishes to add another one (1) site to the aforementioned agreement.

THEREFORE, this Amendment shall hereby amend the 2022 Non-Congregate Shelter (NCS) Site Lease Agreement that went into effect August 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 October 1, 2022, the Owner agrees to lease an additional one (1) lot 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.

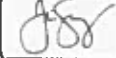
OWNER:



JL Enterprises

Recommended:

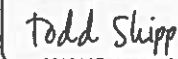
DocuSigned by:



9UL832F7B9554E
Jim Gray, Secretary
Transportation Cabinet

REVIEW FOR FORM AND LEGALITY:

DocuSigned by:



89A9A3E7A82848E
Todd Shipp
Attorney,
Transportation Cabinet

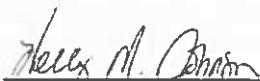
REVIEW FOR FORM AND LEGALITY:



12/12/2022

Attorney,
Finance and Administration Cabinet

APPROVED:



12-12-2022

Holly M. Johnson, Secretary



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

Andy Beshear
GOVERNOR

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

Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

FROM: Scott Aubrey, Director SA
Division of Real Properties

DATE: December 6, 2022

SUBJECT: PR-5743, Owsley County
Transportation Cabinet

Attached for your review and signature is a Lease Amendment, with an effective date of October 1, 2022, between JL Smith Enterprises DbA Crocketsville Campground and the Commonwealth of Kentucky, Department of Highways for one (1) additional Non-Congregate Shelter sites (total of twenty-six (26) sites at this location). As defined in the original lease agreement, the consideration is \$500.00 per site per month (\$156,000.00 annually), and the Commonwealth retains the right to terminate the agreement with a thirty (30) day notice.

Therefore, based on the expanded need and availability of lots at this location as identified by the Transportation Cabinet, and in accordance with applicable provisions of KRS 45A.095. Subsections 2, 4, and/or 5. I recommend approval of the attached amendment between the Transportation Cabinet and JL Smith Enterprises DbA Crocketsville Campground.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED: _____

Sam Ruth, Commissioner
Dept. for Facilities & Support Services



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 Crocketsville Campground hereinafter **OWNER**, is the owner of twenty-five (25) lots suitable with necessary electric and water hookups available for the location of a non-congregate shelter located at 9508 KY Highway 315 Booneville, KY 41314 (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 August 2022, by and between Crocketsville Campground, 9508 KY Highway 315 Booneville, KY 41314 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 twenty-five (25) lots with fully operable utility hookups for water and electric from the **OWNER** located at 9508 KY Highway 315 Booneville, KY 41314, 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, trash service, and mowing.
3. The term of this lease shall be month to month commencing on the 1st 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 \$500 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.

Adam Smith 8/2/2022
Vendor/Lessor Date

DocuSigned by:
Todd Shipp 8/3/2022
BBA2F7A282648E
Approved as to form & legality,
Attorney, Transportation Cabinet Date

DocuSigned by:
[Signature] 8/3/2022
BDC832F7B94544E
Secretary, Transportation Cabinet Date

Paul M. II 8/05/2022
Approved as to form & legality,
Attorney, Finance & Administration Cabinet Date

Deey M. Cannon 8-15-2022
Secretary, Finance & Administration Cabinet Date

License ID: SR# 22-039 PR# 5743



Andy Beshear
GOVERNOR

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

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

Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: December 19, 2022

SUBJECT: PR-5754, Letcher 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-5754 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

EMERGENCY LEASE AGREEMENT

Lease No.: PR-5754		County: Letcher	
Using Agency: Transportation Cabinet			
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary		City of Whitesburg	
Property Location: 127 Industrial Park Road, Whitesburg, KY			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Thirty-Six (36) Non-congregate Shelter Site(s)		Cost Per Square Foot: \$N/A - \$100.00 per site per month	
Annual Rental Cost: \$43,200.00		Average Cost Per Square Foot of Leased-In Space in County: \$N/A No comparable agreements	
Utilities Included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Cancellation Clause: <input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:	
Effective Date: September 1, 2022		Expiration Date: Month to month until terminated.	
Justification for Lease: Please see attached SPR1			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): Please see attached			



Commonwealth of Kentucky Strategic Purchase Request

SPR1 Information

Doc ID: SPR1 605 22000002976 Version: 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 Stwula
Contact Email: jason.stwula@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 City of Whitesburg hereinafter **OWNER**, is the owner of thirty-six (36) lots suitable for the location of a non-congregate shelter located at 127 Industrial Park Road Whitesburg, KY 41858 (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 City of Whitesburg, 38 E Main Street, Whitesburg, KY 41858 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 thirty-six (36) lots from the **OWNER** located at 127 Industrial Park Road Whitesburg, KY 41858, 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 **DEPARTMENT** will be responsible for all costs for the following utilities (water, electric, sewer, garbage).
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 \$100 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 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.

Project 4-663

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.

Jeffery Craft, Mayor 10/3/22
Vendor/Lessor _____ Date _____
City of Whiteburg

Project 4663

DocuSigned by:
Todd Shipp 10/5/2022
Approved as to form & legality:
Attorney, Transportation Cabinet _____ Date _____

DocuSigned by:
AS 10/5/2022
Secretary, Transportation Cabinet _____ Date _____

Patricia Miller 12/01/2022
Approved as to form & legality:
Attorney, Finance & Administration Cabinet _____ Date _____

Heidi M. Johnson 12/7/2022
Secretary, Finance & Administration Cabinet _____ Date _____

License ID: SR# 22-058 PR# 5754



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

Andy Beshear
GOVERNOR

Holly M. Johnson
SECRETARY

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

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: November 29, 2022

SUBJECT: PR-5754, Letcher County
Transportation Cabinet

Attached for your review and signature is a lease between the City of Whitesburg and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for thirty-six (36) Non-Congregate Shelter sites located in Whitesburg 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 \$100.00 per site per month (\$43,200.00 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 Whitesburg.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED: _____

Sam Ruth, Commissioner
Dept. for Facilities & Support Services



Andy Beshear
GOVERNOR

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

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

Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: January 3, 2023

SUBJECT: PR-5757, Letcher 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-5757 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

EMERGENCY LEASE AGREEMENT

Lease No.: PR-5757		County: Letcher	
Using Agency: Transportation Cabinet			
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary		Appalachian Industrial Authority	
		C/O Kentucky River Area Development District	
Property Location: Gateway Industrial Park, Jenkins, KY			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Thirty (30) Non-congregate Shelter Site(s)		Cost Per Square Foot: \$N/A - \$100.00 per site per month	
Annual Rental Cost: \$36,000.00		Average Cost Per Square Foot of Leased-In Space in County: \$N/A No comparable agreements	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:		<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days	<input type="checkbox"/> No If no, explain why not:
Effective Date: October 1, 2022		Expiration Date: Month to month until terminated.	
Justification for Lease: Please see attached SPR1			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): Please see attached			



Commonwealth of Kentucky Strategic Purchase Request

SPR1 Information

Doc ID: SPR1 605 22000002976 Version: 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: 7/28/22

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.

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.

This Lease Agreement is made this 1st day of October 2022, by and between **Appalachian Industrial Authority c/o Kentucky River Area Development District (KRADD)**, Hazard, Kentucky, as Lessor (hereinafter "OWNER"), and the **Commonwealth of Kentucky, Transportation Cabinet, Department of Highways** (hereinafter, "DEPARTMENT"), 200 Mero Street, Frankfort, Kentucky 40622 as Lessee.

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 **Appalachian Industrial Authority**, a non-profit agency c/o KRADD, 941 North Main Street, Hazard, Kentucky, 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;

WHEREAS the Appalachian Industrial Authority owns undeveloped land suitable for up to 35 lots to house non-congregate shelters located at Gateway Industrial Park, Jenkins, Kentucky; and

WHEREAS, the Parties are desirous of entering into this agreement so that the temporary sheltering can be built.

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

1. The **DEPARTMENT** does hereby lease thirty (30) lots from the **OWNER** located at **Gateway Industrial Park** (see attached diagram hereinafter "leased premises"), Jenkins, KY 41537 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 owner hereby leases the now undeveloped land to be developed by the Department for the purposes described above.

1) Department may immediately enter the leased premises and begin installation of water, sewer and power hookups suitable for installation of non-congregate housing;

2) Department may do site preparation including grading, surfacing and drainage control.

All of these improvements to the leased premises shall be subject to any building or occupancy codes. All these improvements shall be left on the leased premises at the end of the term and become the sole property of the **OWNER**.

3. The term of this lease shall be month to month commencing on the 1st day of October 2022, but shall run from this date until such time as the **DEPARTMENT** shall give 30

- 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 \$100 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**. Said payment will be issued monthly, beginning October 15, 2022 and will be due by the 15th of each month thereafter while property is utilized by the **DEPARTMENT**."
 5. The **DEPARTMENT** shall have the right during the existence of this Lease to make erect signs in or upon the leased premises. 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 **DEPARTMENT** 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 and with all improvements intact. The **DEPARTMENT** shall not construct nor allow to be constructed any improvements which might constitute an environmental hazard. The **DEPARTMENT** shall not allow the occupants to commit waste upon the leased premises; shall not permit accumulation of trash or debris or inoperable vehicles upon the leased premises.
 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. Upon termination, the **DEPARTMENT** will have removed all occupants, their belongings and the non-congregate structures. Subject to FEMA transition process which may extend some occupants possession.
 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, or by venue as fixed by law.
 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

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 **DEPARTMENT** 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, the Health Department and the Americans with Disabilities Act (ADA). The **DEPARTMENT** shall secure any variances or consents necessary to comply with restrictive covenants held by Department of Local Government.
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 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.

Contact: For Owner:

Care of Economic Development Coordinator
KRADD
North Main Street
Hazard, KY 41701

with copy to: Calvin R. Tackett, Esq.
162 Forest Hill Circle
Jenkins, KY 41537

Contact for Department: Laura M. Hagan, Director
Division of Purchases
Kentucky Transportation Cabinet
Address: 200 Mero Street, 4th Floor
Frankfort, KY 40622

Heather Ladd 10-24-22
Vendor/Lessor Date

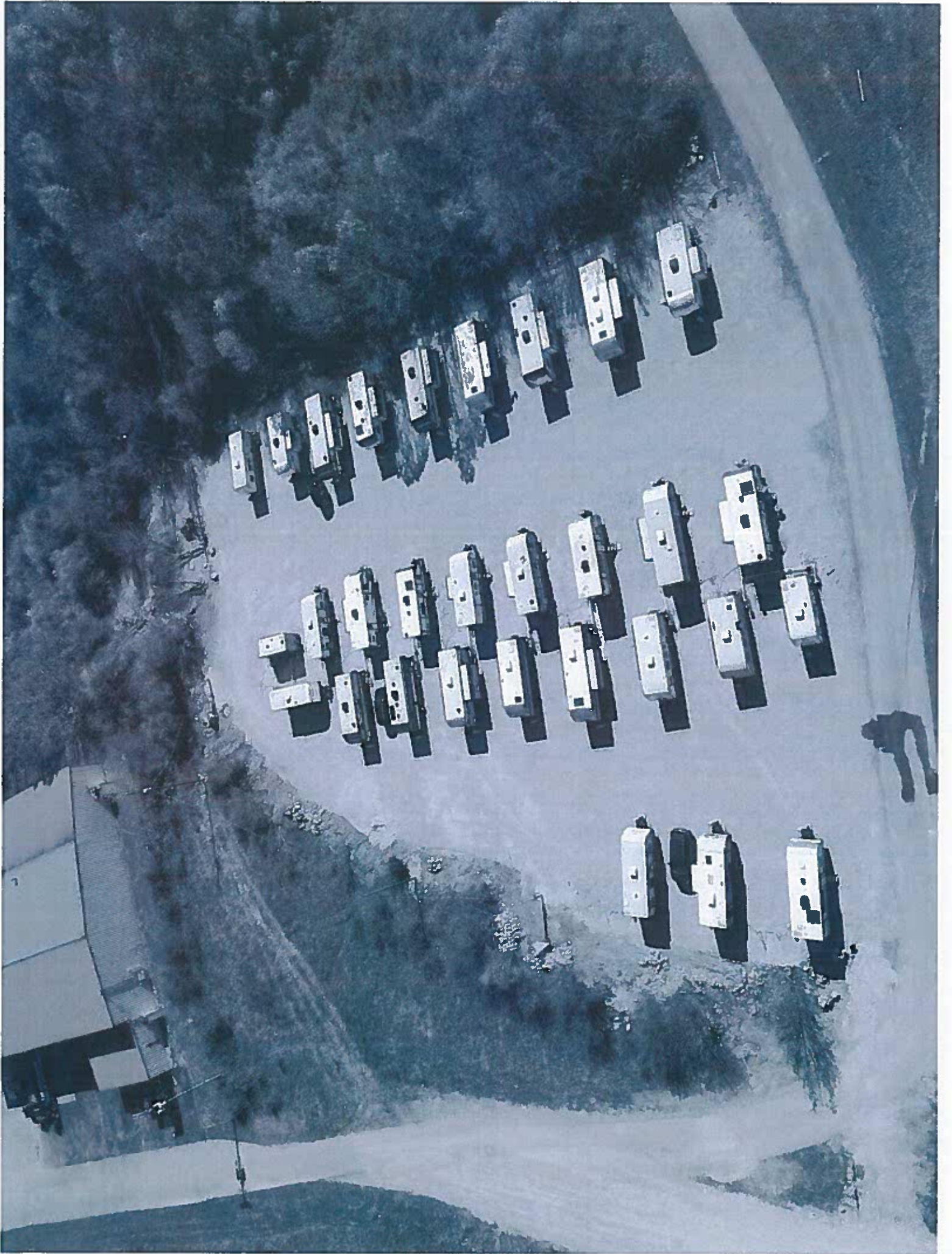
DocuSigned by:
Todd Shipp 11/7/2022
68A8A3E2A82048E
Approved as to form & legality:
Attorney, Transportation Cabinet Date

DocuSigned by:
[Signature] 11/7/2022
9DC832F7B94544E
Secretary, Transportation Cabinet Date

Patrick M. [Signature] 12/12/2022
Approved as to form & legality:
Attorney, Finance & Administration Cabinet Date

Heather M. [Signature] 12-12-2022
Secretary, Finance & Administration Cabinet Date

License ID: SR# 22-061 PR# 5757





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

Andy Beshear
GOVERNOR

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

Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

FROM: Scott Aubrey, Director SA
Division of Real Properties

DATE: December 6, 2022

SUBJECT: PR-5757, Letcher County
Transportation Cabinet

Attached for your review and signature is a lease between the Appalachian Industrial Authority C/O Kentucky River Area Development District and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for thirty (30) Non-Congregate Shelter sites located in Jenkins 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 October 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 \$100.00 per site per month (\$36,000.00 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 Appalachian Industrial Authority.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED: _____

Sam Ruth, Commissioner
Dept. for Facilities & Support Services





Andy Beshear
GOVERNOR

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

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


Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: January 3, 2023

SUBJECT: PR-5756, Pike 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-5756 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

EMERGENCY LEASE AGREEMENT

Lease No.: PR-5756		County: Pike	
Using Agency: Transportation Cabinet			
Lessor (identify all parties having 5% or more ownership): Attach extra sheet if necessary		Pike County Fiscal Court	
Property Location: Douglas Parkway, Pikeville, KY			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Eighteen (18) Non-congregate Shelter Site(s)		Cost Per Square Foot: \$N/A - \$0.00 per site per month	
Annual Rental Cost: \$0.00		Average Cost Per Square Foot of Leased-In Space in County: \$N/A No comparable agreements	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:		<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days	<input type="checkbox"/> No If no, explain why not:
Effective Date: September 1, 2022		Expiration Date: Month to month until terminated.	
Justification for Lease: Please see attached SPR1			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): Please see attached			



Commonwealth of Kentucky Strategic Purchase Request

SPR1 Information

Doc ID: SPR1 605 22000002976 Version: 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
81C893F6FA23433

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 Shwula
Contact Email: jason.shwula@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 Pike County Fiscal Court hereinafter **OWNER**, is the owner of eighteen (18) lots suitable for the location of a non-congregate shelter located on Douglas Parkway in Pikeville, KY 41501 (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 Pike County Fiscal Court, 146 Main Street, Pikeville, KY 41501 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 eighteen (18) lots from the **OWNER** located at on Douglas Parkway in Pikeville, KY 41501, 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.

Ray Jones 10-4-22
Vendor/Lessor Date

DocuSigned by:
Wally Fogle 10/7/2022
78ED024141D148D
Approved as to form & legality:
Attorney, Transportation Cabinet Date

DocuSigned by:
AS 10/7/2022
9DC832E7B04544E
Secretary, Transportation Cabinet Date

Patricia Miller 12/07/2022
Approved as to form & legality:
Attorney, Finance & Administration Cabinet Date

Dee Dee Johnson 12-8-2022
Secretary, Finance & Administration Cabinet Date

License ID: SR# 22-060 PR# 5756



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

Andy Beshear
GOVERNOR

Holly M. Johnson
SECRETARY

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

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

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

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

DATE: December 6, 2022

SUBJECT: PR-5756, Pike County
Transportation Cabinet

Attached for your review and signature is a lease between the Pike County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for eighteen (18) Non-Congregate Shelter sites located in Pikeville 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 \$0.00 per site per month (\$0.00 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 Pike County Fiscal Court.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

RECOMMENDED: _____

Sam Ruth, Commissioner
Dept. for Facilities & Support Services