

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

SECRETARY

Sam Ruth COMMISSIONER

Holly M. Johnson

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:

February 24, 2023

SUBJECT:

PR-1621, Franklin County

Cabinet for Health & Family Services Annual Rental Exceeding \$100,000.00

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

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

BSH/bh Attachment

CC:

Capital Construction Log

PR-1621 File



Lease No.: PR-1621	County: Franklin				
Using Agency: Cabinet for Health & Family Services					
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	N Propertie	es LLC			
Property Location: 730 Schenkel Lane, Frankfort, KY		1			
Check One: New Lease Re	newal	☐ Modi	fication		
Type Space: Office		Cost Per Square Foot: \$7.55			
Annual Rental Cost: \$181,909.72		Average Cost Per Square Foot of Leased-In Space in County: \$6.56			
Utilities Included: Yes No					
Cancellation Clause: Yes If yes, explain term	ns: 30 E	Days	No If no, explain why not:		
Effective Date: July 1, 2023		Expiration Date: June 30, 2028			
Justification for Lease: Lease renewal					
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:					
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal					

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between HEALTH AND FAMILY SERVICES and DMN PROPERTIES LLC 866 EAST VAL LANE MARION, IN 16952-1268 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 2025 W The annual base rental rate shall remain \$7.55 per square foot for 24,094 square feet for office space. LOCATION: **LEASE NUMBER:** PR01621 730 SCHENKEL LN COUNTY: **FRANKLIN** FRANKFORT, KY 40601 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 in 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 be 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 \$181.909.72 Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE NEW ADDRESS Only If the above address is incorrect ATTORNEY, FINANCE & ADMINISTRATION CABINET



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

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:

February 24, 2023

SUBJECT:

PR-3282, Franklin County

Cabinet for Health & Family Services Annual Rental Exceeding \$100,000.00

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

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

BSH/bh Attachment

CC:

Capital Construction Log

OSBD

PR-3282 File



Lease No.: PR-3282	County: Franklin				
Using Agency: Cabinet for Health & Family Services					
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		kfort Leas	ing And Rental LLC		
Property Location: 677 Comanche Trail, Frankfort, KY					
Check One: New Lease Re	enewal	Modi	fication		
Type Space: Office		Cost Per Square Foot: \$7.55			
Annual Rental Cost: \$116,760.76		Average Cost Per Square Foot of Leased-In Space in County: \$6.56			
Utilities Included: Yes No					
Cancellation Clause: Yes If yes, explain terms	ms: 30 D	ays	No If no, explain why not:		
Effective Date: July 1, 2023		Expiration Date: June 30, 2024			
Justification for Lease: Lease renewal					
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:					
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal					

of the	he parties (or their representatives), the following described L ANKFORT LEASING AND RENTAL LLC PO BOX 1616	ease Agreement by and between HEALTH AND FAMILY SERVICES and FRANKFORT, KY 40602 by mutual agreement, is hereby renewed at the onthe not to extend beyond June 30 (please check and initial your choice
	2024 2025 2028 2029	2026 2027 2030 2031
The	e annual base rental rate shall remain \$7.55 per square foot	for 15,465 square feet for office space.
	LEASE NUMBER: PR03282	LOCATION:
	COUNTY: FRANKLIN	677 COMANCHE TRAIL FRANKFORT, KY 40601
	ADDENDUM ATTACHED: NO (Lessor mus	st sign Addendum if attached)
2.	The Lessor agrees to notify the Commonwealth of all persons owning in stock, in partnership, in business trust, or in corporation, including Agreement.	ng, or upon any change or transfer of ownership involving five percent (5%) or more ig silent or limited partners. Non-compliance may result in termination of the Lease
3.	The Lessor acknowledges that his property may be inspected by the comply with all applicable standards (life safety and ADA accessibility).	he Division of Building Codes Enforcement and/or the State Fire Marshal and mus ity).
4.	Accounts, and the Legislative Research Commission, or their duly records, or other evidence, which are directly pertinent to this or prequalification information confidentially disclosed as part of the exempt from disclosure as provided in KRS 61.878(1)(c). The contra received during a financial audit or program review shall be subject between the contractor and the contracting agency, Attorney Gener	contracting agency, the Finance and Administration Cabinet, the Auditor of Public authorized representatives, shall have access to any books, documents, papers ontract for the purpose of financial audit or program review. Records and other bid process shall not be deemed as directly pertinent to the contract and shall be actor also recognizes that any books, documents, papers, records, or other evidence to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute ral, or the Auditor of Public Accounts over documents that are eligible for production a dispute and issue a determination, in accordance with Secretary's Order 11-004.
5.	partnership, corporation, business trust or other organization is inventitled to enter into contracts with the Commonwealth of Kentuc conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of statute or principle by the performance of this Lease, or will he realize	ne" is construed to mean "they" if more than one person in involved; and, if a firm olved, then "he" is construed to mean any person with an interest therein) is legally ky and that by holding and performing this contract will not be violating either any of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable e any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies inance law of the Commonwealth, and that by entering into this Lease Modification of the Commonwealth.
An	inual Amount \$116,760.76	FRANKENT LONSING & RENTAL, U.C.
Com	nmonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE	LESSOR'S CURRENT PHONE NUMBER
ATT	ORNEY, FINANCE & ADMINISTRATION CABINET	NEW ADDRESS Only If the above address is incorrect



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:

February 24, 2023

SUBJECT:

PR-3976, Knott County

Cabinet for Health & Family Services Annual Rental Exceeding \$100,000.00

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

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

BSH/bh Attachment

CC:

Capital Construction Log

OSBD

PR-3976 File



Lease No.: PR-3976	County: Knott				
Using Agency: Cabinet for Health & Family Services					
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	s Group Ho	oldings LLC			
Property Location: 125 Cowtown Road, Hindman, KY					
Check One: New Lease Ren	ewal	Modifi	cation		
Type Space: Office		Cost Per Square Foot: \$9.97			
Annual Rental Cost: \$100,118.76		Average Cost Per Square Foot of Leased-In Space in County: \$9.97			
Utilities Included: Yes No					
Cancellation Clause: Yes If yes, explain terms	s: 30 D	eays]	☐ No If no, explain why not:		
Effective Date: July 1, 2023		Expiration Date: June 30, 2031			
Justification for Lease: Lease renewal					
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:					
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal					

of t LE' the	he parties (or their re WIS GROUP HOLDII	presentatives), th	aw and the terms set f e following described I LEFT FORK MACES F periods of twelve (12) r	_ease Agr ROAD VII	eement by and betwee PER, KY 41774-8448	een HEALTH AN I by mutual agree	D FAMILY SERY ment, is hereby i	VICES and renewed at
	2024	4 [2025	_	2026	2027		
	2028	3	2029	_	2030	2031	BKL	
The	e annual base rental r	ate shall remain \$	9.97 per square foot	for 10,04	2 square feet for off	ice space.		
	LEASE NUMBE	R: PR039	76	LOCA	TION:			
	COUNTY: KNOTT			OWTOWN ROA MAN, KY 41822				
	ADDENDUM AT	TTACHED: N	IO (Lessor mus	st sign /	Addendum if atta	ached)		
2.			wealth of all persons own or in corporation, including					
3.			ty may be inspected by the safety and ADA accessibilities.		of Building Codes Enf	orcement and/or the	State Fire Marsh	al and must
4.	Accounts, and the Le records, or other evic prequalification inform exempt from disclosur received during a final between the contractors.	gislative Research dence, which are d ation confidentially e as provided in KR ncial audit or progra ar and the contractin	O30 (9) agrees that the Commission, or their dulirectly pertinent to this disclosed as part of the S 61.878(1)(c). The control of the S 61.878(1)(c) agency, Attorney General Cabinet shall review the	y authorize contract for bid proces actor also re to the Kenleral, or the A	d representatives, shal the purpose of finances s shall not be deemed ecognizes that any book ucky Open Records Ac Auditor of Public Accour	I have access to an cial audit or program as directly pertiner ks, documents, pape tt, KRS 61.870 to 61 nts over documents	ny books, document n review. Records at to the contract as ars, records, or other. 884. In the event that are eligible fo	nts, papers, s and other and shall be er evidence, of a dispute r production
5.	partnership, corporation entitled to enter into conflict of interest states tatute or principle by that he has not knowledge.	on, business trust or contracts with the (tute (KRS 45A.330 the performance of t ngly violated any pr	einafter affixed that he (" r other organization is inv Commonwealth of Kentuc - 45A.340 or 45A.990) o his Lease, or will he realiz ovision of the campaign e campaign finance laws	volved, then cky and that of the Execute any unlaw finance law	"he" is construed to m t by holding and perfor utive Branch Code of E wful benefit or gain direc of the Commonwealth	tean any person with rming this contract value. Ethics, KRS Chapter ctly or indirectly from and that by entering	n an interest there will not be violating 11A, or any othe it. The Lessor furt ng into this Lease	in) is legally g either any r applicable ther certifies
An	nual Amount	\$100,118.76	i	LE	LEWIS Grown	P HOLDING	s, uc.	
Con	nmonwealth of Kentucky	- LEASING AGEN	CY REPRESENTATIVE	LE	606 - 45	54-5960 HONE NUMBER	, 606-43	39-4618
ĀTT	ORNEY, FINANCE & A	DMINISTRATION C	CABINET	NE	W ADDRESS Only If t	he above address is in	correct	



Andy Beshear

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

Holly M. Johnson

Sam Ruth

COMMISSIONER

Scott Aubrey

DIRECTOR

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

Fax: (502) 564-8108

<u>MEMORANDUM</u>

TO:

Katherine Halloran, Committee Staff Administrator

Capital Projects and Bond Oversight Committee

FROM:

Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE:

February 24, 2023

SUBJECT:

PR-4487, Letcher County

Cabinet for Health & Family Services Annual Rental Exceeding \$100,000.00

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

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

BSH/bh Attachment

CC:

Capital Construction Log

OSBD

PR-4487 File



Lease No.: PR-4487	County: Letcher				
Using Agency: Cabinet for Health & Family Services					
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		lers Oil Co	ompany Incorporated		
Property Location: 415 Highway 2034, Whitesburg, KY					
Check One: New Lease Ren	iewal_	☐ Modi	fication		
Type Space: Office		Cost Per Square Foot: \$9.26			
Annual Rental Cost: \$178,579.12		Average Cost Per Square Foot of Leased-In Space in County: \$11.81			
Utilities Included: Yes No					
Cancellation Clause: Yes If yes, explain terms: 30 I		ays	No If no, explain why not:		
Effective Date: July 1, 2023		Expiration Date: June 30, 2024			
Justification for Lease: Lease renewal					
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:					
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal					

B217-6 (Rev. 09/12)

of t	he parties (or their representatives), the following described L ILDERS OIL CO INC P O BOX 430 WHITESBURG, KY Inditions for further periods of twelve (12) months not to extend	orth in the original Lease Agreement, and as designated below by signature lease Agreement by and between HEALTH AND FAMILY SERVICES and 41858 by mutual agreement, is hereby renewed at the same terms and beyond June 30 (please <u>check</u> and <u>initial</u> your choice on the appropriate
	2024 2025	2026 2027
	2028 2029	2030 2031
The	e annual base rental rate shall remain \$9.26 per square foot t	for 19,285 square feet for office space.
	LEASE NUMBER: PR04487	LOCATION:
	COUNTY: LETCHER	415 HWY 2034 WHITESBURG, KY 41858
	ADDENDUM ATTACHED: NO (Lessor mus	et sign Addendum if attached)
2.	The Lessor agrees to notify the Commonwealth of all persons owning in stock, in partnership, in business trust, or in corporation, including Agreement.	ng, or upon any change or transfer of ownership involving five percent (5%) or more g silent or limited partners. Non-compliance may result in termination of the Lease
3.	The Lessor acknowledges that his property may be inspected by the comply with all applicable standards (life safety and ADA accessibility).	he Division of Building Codes Enforcement and/or the State Fire Marshal and must ity).
4.	Accounts, and the Legislative Research Commission, or their duly records, or other evidence, which are directly pertinent to this confidentially disclosed as part of the lexempt from disclosure as provided in KRS 61.878(1)(c). The contrareceived during a financial audit or program review shall be subject to between the contractor and the contracting agency, Attorney General	contracting agency, the Finance and Administration Cabinet, the Auditor of Public vauthorized representatives, shall have access to any books, documents, papers, ontract for the purpose of financial audit or program review. Records and other bid process shall not be deemed as directly pertinent to the contract and shall be actor also recognizes that any books, documents, papers, records, or other evidence, to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute ral, or the Auditor of Public Accounts over documents that are eligible for production a dispute and issue a determination, in accordance with Secretary's Order 11-004.
5.	partnership, corporation, business trust or other organization is inventitled to enter into contracts with the Commonwealth of Kentuc conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of statute or principle by the performance of this Lease, or will be realized.	ne" is construed to mean "they" if more than one person in involved; and, if a firm, olved, then "he" is construed to mean any person with an interest therein) is legally ky and that by holding and performing this contract will not be violating either any if the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable e any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies in the Commonwealth, and that by entering into this Lease Modification of the Commonwealth.
An	nual Amount \$178,579.12	Steph Johnson Children Out LESSOR LESSOR CHIPPENT PHONE NUMBER
Com	nmonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE	LESSOR'S CURRENT PHONE NUMBER
ATT	ORNEY, FINANCE & ADMINISTRATION CABINET	NEW ADDRESS Only If the above address is incorrect



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

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

MEMORAN DUM

TO:

Katherine Halloran, Committee Staff Administrator

Capital Projects and Bond Oversight Committee

FROM:

Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE:

February 24, 2023

SUBJECT:

PR-4867, Rowan County

Cabinet for Health & Family Services Annual Rental Exceeding \$100,000.00

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

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

BSH/bh Attachment

CC:

Capital Construction Log

OSBD

PR-4867 File



Lease No.: PR-4867		County: Rowan			
Using Agency: Cabinet for Health & Family Services					
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		liam and Deborah Fowler			
Property Location: 511 Hecks Plaza, Morehead, KY					
Check One: New Lease Ren	ewal	Modification			
Type Space: Office		Cost Per Square Foot: \$14.21			
Annual Rental Cost: \$137,268.60		Average Cost Per Square Foot of Leased-In Space in County: \$13.51			
Utilities Included:					
Cancellation Clause: Yes If yes, explain terms	s: 30 D	Days If no, explain why not:			
Effective Date: July 1, 2023		Expiration Date: June 30, 2031			
Justification for Lease: Lease renewal					
Has the Finance & Administration Cabinet complied with statutory requirements: ∑ Yes ☐ No If no, explain:					
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal					

. B217-6 (Rev. 09/12)

of t Will terr	he parties (or thei	r representatives), ORAH FOWLER	by law and the terms set for the following described to PO BOX 2527 DANVIL s of twelve (12) months no	.ease Agi LE, KY 4	reement by and bet 0423-2527 by mutu	ween HEA al agreem	LTH AND F. ent, is hereb	AMILY SERV by renewed at	/ICES and the same
	20	24	2025	_	2026	_	2027 _		
	20	28	2029		2030	_LX	2031 _/	34	
The	e annual base rent	al rate shall remai	n \$14.21 per square foo	t for 9,66	0 square feet for o	office spa	ce.		
	LEASE NUM	BER: PR0	4867	LOCA	ATION:				
	COUNTY: ROWAN			1	IECKS PLAZA EHEAD, KY 40	-			
-	ADDENDUM	ATTACHED:	NO (Lessor mus	I st sign /	Addendum if a	ttached))		
2.			onwealth of all persons own ast, or in corporation, including						
3.			perty may be inspected by t fe safety and ADA accessibil		n of Building Codes E	nforcement	and/or the Sta	ate Fire Marsha	al and must
4.	Accounts, and the records, or other prequalification inference exempt from disclereceived during a between the contri	Legislative Researd evidence, which are cormation confidential sure as provided in inancial audit or pro- actor and the contract	5A.030 (9) agrees that the of the commission, or their duly e directly pertinent to this cally disclosed as part of the kRS 61.878(1)(c). The contrigram review shall be subject cting agency, Attorney Gene ation Cabinet shall review the	y authorized contract for bid process actor also reto the Ken ral, or the ball	ed representatives, she the purpose of fina s shall not be deeme recognizes that any bo tucky Open Records / Auditor of Public Acco	all have ac ncial audit ed as direct oks, docum Act, KRS 61 unts over d	cess to any boor program really pertinent to tents, papers, 1.870 to 61.884 ocuments that	ooks, document eview. Records the contract a records, or othe l. In the event of are eligible for	nts, papers, and other and shall be ar evidence, of a dispute production
5.	partnership, corpo entitled to enter in conflict of interest statute or principle that he has not kn	ration, business trus to contracts with the statute (KRS 45A.3 by the performance owingly violated any	nereinafter affixed that he ("Intereinafter affixed that he commonwealth of Kentuc 30 - 45A.340 or 45A.990) of this Lease, or will he realize provision of the campaign of the campaign finance laws of the campaign financ	rolved, ther cky and that f the Exec re any unla finance law	n "he" is construed to at by holding and perf cutive Branch Code of wful benefit or gain dir v of the Commonweal	mean any proming this Ethics, KR ectly or indi	person with an contract will in S Chapter 11, rectly from it.	interest therein not be violating A, or any other The Lessor furth	n) is legally either any applicable her certifies
An	nual Amoun	t \$137,268.	60	LI	William 859.	32	1-000	la	
Con	nmonwealth of Kenti	icky - LEASING AG	ENCY REPRESENTATIVE	ΞĒ	ESSOR'S CURRENT	PHONE NU	JMBER		
ATT	ORNEY, FINANCE	& ADMINISTRATION	N CABINET	N	EW ADDRESS Only	If the above a	ddress Is Incorre	ect	



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

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:

February 24, 2023

SUBJECT:

PR-5087, Daviess County

Cabinet for Health & Family Services Annual Rental Exceeding \$100,000.00

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

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

BSH/bh Attachment

CC:

Capital Construction Log

OSBD

PR-5087 File



No.

Lease No.: PR-5087	County: Daviess				
Using Agency: Cabinet for Health & Family Services					
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	iam and Deborah Fowler				
Property Location: 3649 Wathens Crossing, Owensboro, KY					
Check One: New Lease Ren	ewal	☐ Modification			
Type Space: Office		Cost Per Square Foot: \$11.39			
Annual Rental Cost: \$530,979.02		Average Cost Per Square Foot of Leased-In Space in County: \$13.51			
Utilities Included: Yes No					
Cancellation Clause: Yes If yes, explain terms	s: 30 D	Days If no, explain why not:			
Effective Date: July 1, 2023		Expiration Date: June 30, 2031			
Justification for Lease: Lease renewal					
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:					
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal					

of the parties (or their representatives), the following described L. WILLIAM AND DEBORAH FOWLER PO BOX 2527 DANVILL	orth in the original Lease Agreement, and as designated below by signature ease Agreement by and between HEALTH AND FAMILY SERVICES and .E, KY 40423-2527 by mutual agreement, is hereby renewed at the same of to extend beyond June 30 (please <u>check</u> and <u>initial</u> your choice on the
2024 2025	2026 2027
2028 2029	2030 X 2031 B7
The annual base rental rate shall remain \$11.39 per square foot	for 46,618 square feet for office space.
LEASE NUMBER: PR05087	LOCATION:
COUNTY: DAVIESS	3649 WATHENS CROSSING OWENSBORO, KY 40423
ADDENDUM ATTACHED: NO (Lessor mus	t sign Addendum if attached)
	ng, or upon any change or transfer of ownership involving five percent (5%) or more g silent or limited partners. Non-compliance may result in termination of the Lease
The Lessor acknowledges that his property may be inspected by the comply with all applicable standards (life safety and ADA accessibility)	ne Division of Building Codes Enforcement and/or the State Fire Marshal and must ty).
Accounts, and the Legislative Research Commission, or their duly records, or other evidence, which are directly pertinent to this or prequalification information confidentially disclosed as part of the texempt from disclosure as provided in KRS 61.878(1)(c). The contra received during a financial audit or program review shall be subject to between the contractor and the contracting agency, Attorney General	ontracting agency, the Finance and Administration Cabinet, the Auditor of Public authorized representatives, shall have access to any books, documents, papers, ontract for the purpose of financial audit or program review. Records and other bid process shall not be deemed as directly pertinent to the contract and shall be ctor also recognizes that any books, documents, papers, records, or other evidence, to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute al, or the Auditor of Public Accounts over documents that are eligible for production a dispute and issue a determination, in accordance with Secretary's Order 11-004.
partnership, corporation, business trust or other organization is invo- entitled to enter into contracts with the Commonwealth of Kentucl conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of statute or principle by the performance of this Lease, or will be realized	A
Annual Amount \$530,979.02	William C. Forwlor LESSOR
Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE	839-324-0007 LESSOR'S CURRENT PHONE NUMBER
ATTORNEY, FINANCE & ADMINISTRATION CABINET	NEW ADDRESS Only If the above address is incorrect



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

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:

February 24, 2023

SUBJECT:

PR-5183, Madison County

Cabinet for Health & Family Services Annual Rental Exceeding \$100,000.00

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

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

BSH/bh Attachment

CC:

Capital Construction Log

OSBD

PR-5183 File



Lease No.: PR-5183	County: Madison				
Using Agency: Cabinet for Health & Family Services					
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	am and Deb	orah Fowler			
Property Location: 304 Anna Hume Drive, Richmond, KY					
Check One: New Lease Ren	ewal	Modific	cation		
Type Space: Office		Cost Per Square Foot: \$12.89			
Annual Rental Cost: \$206,098.20		Average Cost Per Square Foot of Leased-In Space in County: \$12.78			
Utilities Included: Yes No					
Cancellation Clause: Yes If yes, explain terms	s: 30 D	Pays I	No f no, explain why not:		
Effective Date: July 1, 2023		Expiration Date: June 30, 2031			
Justification for Lease: Lease renewal					
Has the Finance & Administration Cabinet complied with statutory requirements: ☐ Yes ☐ No If no, explain:					
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal					

of th WIL term	ne parties (or th LIAM AND DE	eir representatives),	the following described L PO BOX 2527 DANVILL	forth in the original Lease Agreement, and as designated below by signature Lease Agreement by and between HEALTH AND FAMILY SERVICES and .LE, KY 40423-2527 by mutual agreement, is hereby renewed at the same of to extend beyond June 30 (please <u>check</u> and <u>initial</u> your choice on the			
		2024	2025	2026 2027			
	2	2028	2029	2030 X 2031 <i>B</i> +			
The	annual base re	ental rate shall remai	n \$12.89 per square foot	ot for 15,989 square feet for office space.			
ו	LEASE NUI	MBER: PRO	5183	LOCATION:			
	COUNTY:	MADISON		304 ANNA HUME DRIVE RICHMOND, KY 40475			
	ADDENDU	M ATTACHED:	NO (Lessor mus	st sign Addendum if attached)			
2.	The Lessor agre in stock, in part Agreement.	ees to notify the Comm nership, in business tru	onwealth of all persons owningst, or in corporation, including	ing, or upon any change or transfer of ownership involving five percent (5%) or more ng silent or limited partners. Non-compliance may result in termination of the Lease			
3.			perty may be inspected by the safety and ADA accessibilities.	the Division of Building Codes Enforcement and/or the State Fire Marshal and must ility).			
4.	Accounts, and records, or oth prequalification exempt from dis received during between the cord	the Legislative Researd er evidence, which are information confidential sclosure as provided in la a financial audit or prog ntractor and the contral	ch Commission, or their duly e directly pertinent to this o ally disclosed as part of the li KRS 61.878(1)(c). The contra gram review shall be subject cting agency, Attorney Gener	contracting agency, the Finance and Administration Cabinet, the Auditor of Public ly authorized representatives, shall have access to any books, documents, papers, contract for the purpose of financial audit or program review. Records and other bid process shall not be deemed as directly pertinent to the contract and shall be factor also recognizes that any books, documents, papers, records, or other evidence, at to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute eral, or the Auditor of Public Accounts over documents that are eligible for production are dispute and issue a determination, in accordance with Secretary's Order 11-004.			
5.	The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person in 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.						
An	nual Amou	unt \$206,098.	20	William CAorda ESSOR 859 324-0007			
Com	monwealth of Ke	entucky - LEASING AGI	ENCY REPRESENTATIVE	LESSOR'S CURRENT PHONE NUMBER			
ĀTT	ORNEY, FINANC	CE & ADMINISTRATIO	N CABINET	NEW ADDRESS Only If the above address is incorrect			



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

N 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:

February 24, 2023

SUBJECT:

PR-5395, Perry County

Cabinet for Health & Family Services Annual Rental Exceeding \$100,000.00

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

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

BSH/bh Attachment

CC: Capital Construction Log

OSBD

PR-5395 File



Lease No.: PR-5395	C	County: Perry					
Using Agency: Cabinet for Health & Family Services							
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	William	and Deborah Fowler					
Property Location: 1332 South Kentucky Highway 15, Hazard, KY							
Check One: New Lease Renew	Check One: New Lease Renewal Modification						
Type Space: Office		Cost Per Square Foot: \$16.79					
Annual Rental Cost: \$409,340.20		Average Cost Per Square Foot of Leased-In Space in County: \$11.54					
Utilities Included: Yes No							
Cancellation Clause: Yes If yes, explain terms:	30 Day	If no, explain why not:					
Effective Date: July 1, 2023	Ez	Expiration Date: June 30, 2031					
Justification for Lease: Lease renewal							
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:							
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal							

\$217-6 (Rev. 09/12)

of t WII terr	he parties (or L LIAM AND [their representat DEBORAH FOW ions for further po	ives), the follo	owing described L X 2527 DANVILL	ease Agr .E, KY 40	original Lease Agree eement by and betwo 1423-2527 by mutual nd beyond June 30 (een HEALTH AND agreement, is he	FAMILY SER reby renewed a	VICES and at the same
		2024		2025		2026	2027		
		2028		2029		2030	2031	B4	
The	e annual base	rental rate shall i	remain \$16.7	9 per square foot	for 24,38	30 square feet for o	ffice space.		
LEASE NUMBER: PR05395					LOCA	TION:			
	COUNTY: PERRY					SOUTH KY HW RD, KY 41701	Y 15		
	ADDENDU	JM ATTACH	ED: NO	(Lessor mus	t sign A	Addendum if atta	ached)		
2.	The Lessor ag in stock, in pa Agreement.	grees to notify the C artnership, in busine	Commonwealth ess trust, or in	of all persons ownir corporation, including	ng, or upor g silent or	any change or transfel limited partners. Non-c	r of ownership involv compliance may resu	ing five percent (ult in termination (5%) or more of the Lease
3.				y be inspected by th and ADA accessibili		of Building Codes Enfo	orcement and/or the	State Fire Marsh	al and mus
4.	Accounts, and records, or or prequalification exempt from conceived during between the control of the control o	the Legislative Rather evidence, which information confidisclosure as providing a financial audit of contractor and the contractor and the contractor.	esearch Comin ch are directly identially disclo led in KRS 61.8 or program revi contracting age	nission, or their duly pertinent to this co used as part of the to 378(1)(c). The contra- lew shall be subject to ncy, Attorney General	authorized ontract for old process ctor also re to the Kent al, or the A	agency, the Finance and representatives, shall the purpose of finances shall not be deemed ecognizes that any book ucky Open Records Actualitor of Public Accounting issue a determination	have access to any ial audit or program as directly pertinent is, documents, paper t, KRS 61.870 to 61.3 over documents to the second comments to the second com	y books, docume review. Record to the contract as, records, or oth 884. In the event hat are eligible fo	ents, papers s and other and shall be er evidence of a dispute or production
5.	partnership, c entitled to ent conflict of inte statute or print that he has no	orporation, busines ter into contracts verest statute (KRS- ciple by the perform of knowingly violate	is trust or other with the Comm 45A.330 - 45A nance of this Le any provision	r organization is invo onwealth of Kentuck .340 or 45A.990) of ase, or will he realize	elved, then by and that the Execu- e any unlaw nance law f the Comr		ean any person with ming this contract w thics, KRS Chapter thy or indirectly from it and that by entering	an interest there ill not be violating 11A, or any othe t. The Lessor fur g into this Lease	in) is legally g either any er applicable ther certifies
An	nual Amo	ount \$409,3	340.20		LE	Villeóm (ssor 359-324-	toul	n	
					2	359-324-	-0007		
Com	monwealth of h	(entucky - LEASIN	G AGENCY RE	PRESENTATIVE		SSOR'S CURRENT PH			
ATT	ORNEY, FINAN	NCE & ADMINISTR	ATION CABIN	ET	NE	W ADDRESS Only If th	ne above address is inc	orrect	



Andy Beshear

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

Holly M. Johnson
SECRETARY

Sam Ruth

Scott Aubrey

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

Fax: (502) 564-8108

<u>MEMORANDUM</u>

TO: Katherine Halloran, Committee Staff Administrator

Capital Projects and Bond Oversight Committee

FROM: Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE: February 24, 2023

SUBJECT: PR-3374, Fayette 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-3374 File



Lease No.: PR-3374	-	County: Fayette					
Using Agency: Unified Prosecutorial System							
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	kley-Guthrie & Watson LLC						
Property Location: 116 North Upper Street, Lexington, KY							
Check One: New Lease Renewal Modification							
Type Space: Office (12,072 SF)/Storage SF)	(600	(storage)					
Annual Rental Cost: \$113,045.28		Average Cost Per Square Foot of Leased-In Space in County: \$14.96 (office)					
Utilities Included: X Yes (partial)	No						
Cancellation Clause: Yes If yes, explain terms	s: 30 D	Days If no, explain why not:					
Effective Date: July 1, 2023		Expiration Date: June 30, 2024					
Justification for Lease: Lease renewal							
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:							
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal							

of the parties (or their representatives), the following described L and BERKLEY-GUTHRIE & WATSON LLC 1795 ALYSHEBA V	Lease Agreement by and between UNIFIED PROSECUTORIAL SYSTEM NAY, SUITE 5101 LEXINGTON, KY 40509-2473 by mutual agreement, is riods of twelve (12) months not to extend beyond June 30 (please check
2024 <u>Cm</u> S 2025	2026 2027
2028 2029	2030 2031
The annual base rental rate shall remain \$9.24 per square foot f	for 12,072 square feet for office space.
LEASE NUMBER: PR03374	LOCATION:
COUNTY: FAYETTE	116 N UPPER ST LEXINGTON, KY 40507
ADDENDUM ATTACHED: NO (Lessor mus	t sign Addendum if attached)
in stock, in partnership, in business trust, or in corporation, including Agreement.	ng, or upon any change or transfer of ownership involving five percent (5%) or more g silent or limited partners. Non-compliance may result in termination of the Lease ne Division of Building Codes Enforcement and/or the State Fire Marshal and must ty).
Accounts, and the Legislative Research Commission, or their duly records, or other evidence, which are directly pertinent to this confront prequalification information confidentially disclosed as part of the between the disclosure as provided in KRS 61.878(1)(c). The contractive during a financial audit or program review shall be subject to between the contractor and the contracting agency, Attorney General	ontracting agency, the Finance and Administration Cabinet, the Auditor of Public authorized representatives, shall have access to any books, documents, papers, ontract for the purpose of financial audit or program review. Records and other bid process shall not be deemed as directly pertinent to the contract and shall be ctor also recognizes that any books, documents, papers, records, or other evidence, to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute all, or the Auditor of Public Accounts over documents that are eligible for production a dispute and issue a determination, in accordance with Secretary's Order 11-004.
partnership, corporation, business trust or other organization is invo- entitled to enter into contracts with the Commonwealth of Kentuck conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of statute or principle by the performance of this Lease, or will he realize	e" is construed to mean "they" if more than one person in involved; and, if a firm, blved, then "he" is construed to mean any person with an interest therein) is legally ky and that by holding and performing this contract will not be violating either any the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable a any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies nance law of the Commonwealth, and that by entering into this Lease Modification of the Commonwealth.
Annual Amount \$113,045.28	LESSOR M. phuh
Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE	859-273-7389 LESSOR'S CURRENT PHONE NUMBER
ATTORNEY, FINANCE & ADMINISTRATION CABINET	NEW ADDRESS Only if the above address is incorrect



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

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

Katherine Halloran, Committee Staff Administrator TO:

Capital Projects and Bond Oversight Committee

Brien S. Hoover, Leasing Manager FROM:

Division of Real Properties

DATE: February 24, 2023

PR-5095, Fayette County SUBJECT:

Department of Public Advocacy

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

Capital Construction Log CC:

OSBD

PR-5095 File



Lease No.: PR-5095		County: Fayette					
Using Agency: Department of Public Ac	dvocac	y y					
	нм s	Short Street	LLC				
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary							
Property Location: 163 West Short Street, Lexington, KY							
Check One: New Lease Renewal Modification							
Type Space: Office		Cost Per Square Foot: \$14.50					
Annual Rental Cost: \$261,130.52		Average Cost Per Square Foot of Leased-In Space in County: \$14.96					
Utilities Included: Yes No		*					
Cancellation Clause: Yes If yes, explain terms	s: 30 E	ays	No If no, explain why not:				
Effective Date: July 1, 2023		Expiration Date: June 30, 2024					
Justification for Lease: Lease renewal							
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:							
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal							

	ms set forth in the original Lease Agreement, and as designated below by signature scribed Lease Agreement by and between PUBLIC ADVOCACY and HM SHORT
	5-4497 by mutual agreement, is hereby renewed at the same terms and conditions eyond June 30 (please <u>check</u> and <u>initial</u> your choice on the appropriate line):
2024 2025	2026 2027
2028 2029	2030 2031
The annual base rental rate shall remain \$14.50 per squ	are foot for 18,009 square feet for office space.
LEASE NUMBER: PR05095	LOCATION:
COUNTY: FAYETTE	163 WEST SHORT STREET LEXINGTON, KY 40507
ADDENDUM ATTACHED: NO (Lesso	or must sign Addendum if attached)
	ions owning, or upon any change or transfer of ownership involving five percent (5%) or more n, including silent or limited partners. Non-compliance may result in termination of the Lease
The Lessor acknowledges that his property may be inspe comply with all applicable standards (life safety and ADA a	cted by the Division of Building Codes Enforcement and/or the State Fire Marshal and must accessibility).
Accounts, and the Legislative Research Commission, or records, or other evidence, which are directly pertinent prequalification information confidentially disclosed as pa exempt from disclosure as provided in KRS 61.878(1)(c). Treceived during a financial audit or program review shall be between the contractor and the contracting agency, Attorn	that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public their duly authorized representatives, shall have access to any books, documents, papers, to this contract for the purpose of financial audit or program review. Records and other int of the bid process shall not be deemed as directly pertinent to the contract and shall be the contractor also recognizes that any books, documents, papers, records, or other evidence, a subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute the general, or the Auditor of Public Accounts over documents that are eligible for production review the dispute and issue a determination, in accordance with Secretary's Order 11-004.
partnership, corporation, business trust or other organization entitled to enter into contracts with the Commonwealth conflict of interest statute (KRS 45A.330 - 45A.340 or 45 statute or principle by the performance of this Lease, or will	hat he ("he" is construed to mean "they" if more than one person in involved; and, if a firm, ion is involved, then "he" is construed to mean any person with an interest therein) is legally of Kentucky and that by holding and performing this contract will not be violating either any (A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies impaign finance law of the Commonwealth, and that by entering into this Lease Modification ace laws of the Commonwealth.
Annual Amount \$261,130.52	Ben Str. 859-621-1038
Commonwealth of Kentucky - LEASING AGENCY REPRESENT	TATIVE LESSOR'S CURRENT PHONE NUMBER
TTORNEY, FINANCE & ADMINISTRATION CABINET	NEW ADDRESS Only If the above address is incorrect



Andy Beshear

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

Holly M. Johnson

SECRETARY

Sam Ruth

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:

February 24, 2023

SUBJECT:

PR-5370, Jefferson County Department of Corrections

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-5370 File



Lease No.: PR-5370		County: Jefferson					
Using Agency: Department of Corrections							
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Russ	Russell Plaza Shopping Center LLC					
Property Location: 1407 West Jefferson Street, Louisville, KY							
Check One: New Lease Ren	ewal	Modi:	fication				
Type Space: Office		Cost Per Square Foot: \$12.75					
Annual Rental Cost: \$137,241.00		Average Cost Per Square Foot of Leased-In Space in County: \$10.61					
Utilities Included: Yes No							
Cancellation Clause: Yes If yes, explain terms	s: 30 E	Days	☐ No If no, explain why not:				
Effective Date: July 1, 2023		Expiration Date: June 30, 2024					
Justification for Lease: Lease renewal							
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:							
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal							

B217-6 (Rev. 09/12)

of t SH	he part OPPIN Iditions	ties (oi I <mark>G CE</mark> I	r their represe NTER, LLC	entatives), tl PO BOX 2	he following 1146 LOUI	described Le	ease Agre 40211 b	eement by and y mutual agree	between (ement, is h	nt, and as design CORRECTION hereby renewe nd <u>initial</u> your	S and RUSSI at the same	ELL PLAZA e terms and
	[/	2024		202	25	_	2026		2027		
			2028 _		202	.9	_	2030		2031		
The	annua	al base	e rental rate s	hall remain	\$12.75 per	square foot	for 10,76	4 square fee	t for office	space.		
	LEASE NUMBER: PR05370						LOCA	TION:				
	COUNTY: JEFFERSON						WEST JEF SVILLE, KY		N STREET	Ī		
1	ADDI	END	UM ATTA	CHED:	NO (Le	ssor must	t sign A	ddendum i	f attach	ed)		
2.	in sto									wnership involvi		
3.			acknowledges (all applicable s					of Building Cod	es Enforcer	ment and/or the	State Fire Mars	hal and must
4.	Accou record prequi exemp receiv betwe	ints, ards, or of allification of the decident of the decident of the line of	nd the Legislation ther evidence on information disclosure as page a financial a contractor and	ve Research, which are confidentially rovided in Kfudit or prograthe contracti	Commission directly pertir y disclosed a RS 61.878(1)(am review shang agency, A	, or their duly nent to this co s part of the b c). The contract all be subject to ttorney Genera	authorized ontract for oid process otor also re the Kental, or the A	d representatives the purpose of s shall not be de cognizes that ar ucky Open Reco uditor of Public a	s, shall hav financial a eemed as d by books, do rds Act, KR Accounts ov	Administration Ca e access to any udit or program lirectly pertinent ocuments, papers S 61.870 to 61.8 ver documents tha accordance with	books, docum review. Recor- to the contract s, records, or oth 84. In the ever- nat are eligible f	ents, papers, ds and other and shall be her evidence, nt of a dispute for production
5.	partne entitle conflic statute that h	ership, of to er of of int e or print e has r	corporation, but nter into contra erest statute (f nciple by the pe	siness trust of acts with the KRS 45A.330 aformance of iolated any p	or other organ Commonwer O - 45A.340 of this Lease, o provision of th	ization is invo Ith of Kentuck r 45A.990) of r will he realize e campaign fir	lived, then by and tha the Execu any unlaw nance law	"he" is construe by holding and tive Branch Coc ful benefit or gai of the Common	d to mean a performing le of Ethics n directly or	e than one perso any person with this contract wi KRS Chapter indirectly from it that by entering	an interest ther ill not be violati 11A, or any oth t. The Lessor fu	ein) is legally ng either any ier applicable irther certifies
An	nual	Amo	ount \$1	37,241.0	0		LE	ssor	le		- 3,500 5500	
Corr	monwe	ealth of	Kentucky - LE/	ASING AGEN	NCY REPRES	ENTATIVE	LE	SSOR'S CURRE	PHONE	P. 92 U		
ATT	ORNEY	γ, FINA	NCE & ADMIN	ISTRATION	CABINET		NE	W ADDRESS O	nly If the abo	ove address is inco	оrrect	



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

Holly M. Johnson

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:

February 24, 2023

SUBJECT:

PR-5445, Fayette County

Department of Corrections

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-5445 File



Lease No.: PR-5445		County: Fayette					
Using Agency: Department of Corrections							
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	2008	2008 Mercer Road Partners LLC					
Property Location: 2008 Mercer Road, Lexington, KY							
Check One: New Lease Renewal Modification							
Type Space: Office		Cost Per Square Foot: \$16.50 Average Cost Per Square Foot of Leased-In					
Annual Rental Cost: \$250,024.52		Space in County: \$14.96					
Utilities Included: Yes No							
Cancellation Clause: Yes If yes, explain terms	s: 30 D	Days If no, explain why not:					
Effective Date: July 1, 2023		Expiration Date: June 30, 2031					
Justification for Lease: Lease renewal							
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:							
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal							

of t RO agr	the parties (or their r DAD PARTNERS, LL reement, is hereby re	epresentatives) C C/O COLEN enewed at the s	by law and the terms set), the following describe IAN GROUP/VICKIE S' lame terms and condition the appropriate line):	ed Lease TRUNK 7	Agreement by and 110 EAST MAIN S	d between 0	ORRECTION LEXINGTO	IS and 2008 ME N, KY 40502 by	RCER mutual
	202	4	2025		2026		2027 _		
	202	8	2029		2030		2031 _		
The	e annual base rental i	rate shall remai	n \$16.50 per square fo	ot for 15	,153 square feet	for office s	ace.		
	LEASE NUMBE	ER: PRO	5445	LOC	CATION:		l.		
-	COUNTY: FAYETTE				B MERCER R INGTON, KY				
4	ADDENDUM A	TTACHED:	NO (Lessor mu	ust sigr	Addendum if	attached)		
2.			onwealth of all persons ow ist, or in corporation, includ						
3.	The Lessor acknowle comply with all applications	dges that his pro able standards (li	perty may be inspected by fe safety and ADA accessil	the Divis	ion of Building Code	s Enforcemen	t and/or the Sta	ite Fire Marshal ai	nd must
4.	Accounts, and the Le records, or other evi prequalification inform exempt from disclosur received during a fina between the contractor	egislative Researd dence, which are nation confidentia re as provided in I ncial audit or progor and the contrac	5A.030 (9) agrees that the ch Commission, or their due directly pertinent to this ally disclosed as part of the KRS 61.878(1)(c). The congram review shall be subjecting agency, Attorney Geration Cabinet shall review to	uly authoricontract bid process bid	zed representatives, for the purpose of fess shall not be deso recognizes that any entucky Open Record e Auditor of Public A	, shall have a financial audit emed as direc books, docur ds Act, KRS 6 ccounts over	ccess to any boor program re tly pertinent to nents, papers, r 1.870 to 61.884 documents that	ooks, documents, view. Records an the contract and secords, or other ev. In the event of a are eligible for pro	papers, id other shall be vidence, dispute oduction
5.	partnership, corporati- entitled to enter into conflict of interest sta- statute or principle by that he has not know	on, business trus contracts with the tute (KRS 45A.3) the performance ingly violated any	nereinafter affixed that he to or other organization is in the Commonwealth of Kentra 30 - 45A.340 or 45A.990) of this Lease, or will he real provision of the campaign the campaign finance laws	nvolved, thucky and to of the Ext lize any un n finance l	en "he" is construed that by holding and p ecutive Branch Code alawful benefit or gain aw of the Commonw	to mean any performing thing of Ethics, Kindirectly or indi-	person with an s contract will r RS Chapter 11/ irectly from it. 1	interest therein) is not be violating eit A, or any other ap the Lessor further	s legally her any plicable certifies
An	nual Amount	\$250,024.	52		LESSOR () Sh	ughnos	se	
Com	nmonwealth of Kentucky	y - LEASING AGE	ENCY REPRESENTATIVE		859-5	82-80°	JMBER		
	ORNEY, FINANCE & A				NEW ADDRESS On	lly If the above	address is incorre	ct	



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

Holly M. Johnson SECRETARY

Sam Ruth

Scott Aubrev

COMMISSIONER

DIRECTOR

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

Fax: (502) 564-8108

MEMORAND<u>UM</u>

TO:

Katherine Halloran, Committee Staff Administrator

Capital Projects and Bond Oversight Committee

FROM:

Brien S. Hoover, Leasing Manager

Division of Real Properties

DATE:

February 21, 2023

SUBJECT:

PR-5729, Campbell County

Transportation Cabinet

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-5729 File



REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE LEASE WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-5729		County: Campbell					
Using Agency: Transportation	n Cabinet						
Lessor (identify all parties hav		Landmark Drive LLC					
more ownership):	Ing 3% of						
Attached extra sheet if necessa	nry						
Property Location:							
103 Landmark Drive, Bellev	ue KY 41073						
Check One: New Lease Renewal Modification							
Type Space: Office		Cost Per Square Foot: \$20.95					
Annual Rental Cost: \$108,835	.24	Average Cost Per Square Foot of Leased-In Space in County: \$17.78					
Utilities Included: Yes	⊠ No						
Cancellation			No				
Clause: If yes, e	xplain terms: 30 [Days	If no, explain why not:				
Effective Date: To be determ	ined	Expiration Date: June 30, 2026					
Justification for Lease: Please see attached							
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:							
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): Please see attached							

8217-5 (Rev. 9/03) COMMONWEALTH OF KENTUCKY LEASE AGREEMENT

LEASE/PR#	PR-5729, Campbell County	AGENCY/ DEPARTMET	Transportation Cabinet
INITIAL ENCUMBRANCE	s	DIVISION	
ANNUAL ENCUMBRANCE	\$108,835.24	DATE	February 21, 2023
VENDOR CODE #	KY0048577	BUILDING CODE #	91747001

THIS LEASE, entered into between: 103 LANDMARK DRIVE LLC, whose address is: 103 Landmark Drive, Suite 220;

Bellevue KY 41073 (Business Phone: 513-259-9697 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 103 Landmark Drive, Suite Lower Level, Bellevue, KY 41073 in the County of Campbell.
- 1b. Said premises consisting of **5**, **195** square feet are to be rented at the cost of \$20.95 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 \$27,208.81 payable Quarterly. The Lessor shall provide the Commonwealth with the following services: None: with Twenty-Three (23) parking spaces.
- 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 Three (3) 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, 2026. 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 eract 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 if 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 rander the premises untenable, the Commonwealth may terminate or suspend this Lease by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until such damage is repaired and premises are considered tenantable.
- 12. It is agreed by the parties hereto that if any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidity shall not invalidate the whole Lease, but it shall be construed as if not containing that particular provision or provisions, and the rights and obligations of the parties shall be construed accordingly.
- 13. The Lessor cartifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person in 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 545.34) at or 454.34) or 454.390 or 454.390
- 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 necess 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 prequabilication 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.

N WITNESS WHEREOF, the parties hereto have subscribed to	neir names;		
STATE LEASING AGENCY REPRESENTATIVE	Date	LESSOR	Date
ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES	Date	ATTORNEY, FINANCE & ADMINISTRATION CABINET	Date
MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES	Date	DIRECTOR, DIVISION OF REAL PROPERTIES	
SECRETARY FINANCE & ADMINISTRATION CARINET	Date	APPROVED THIS DAY OF	, 20



Andy Beshear

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

Scott Aubrey
DIRECTOR

MEMORANDUM

TO: Scott Aubrey, Director

Division of Real Properties

FROM: Brien S. Hoover, Leasing Manager 3

Division of Real Properties

DATE: February 21, 2023

SUBJECT: PR-5729, Campbell County

Transportation Cabinet

The Transportation Cabinet presently leases 2,543 square feet of temporary space leased at a rental rate of \$20.95 per square foot (\$53,275.84 annually), excluding utilities and janitorial services, with term expiring June 30, 2026 (reference PR-5728, Campbell County). The Transportation Cabinet submitted a request to obtain both temporary and permanent space to accommodate implementation of the Real ID Act, with the Campbell County request indicating a need for approximately 3,507 square feet. It should be noted that our space allocations are based on the employee classification and count; however, the Cabinet will utilize specially designed license issuance workstations. Space planning considerations relative to efficient functionality are therefore expected to result in square footage deviations that would warrant additional review in regular lease projects. We are noting the deviation herein in lieu of attempting to define a workstation specific space standard that will vary based on the actual dimensions of each proposed property. A review of properties currently leased by the Commonwealth indicated that suitable space to accommodate this request was available in the facility containing the temporary lease for Transportation and a previously awarded lease for the Department of Corrections (reference PR-5500, Campbell County).

Subsequent to review of plans and specifications for the proposed permanent space, and in accordance with applicable provisions of KRS 56.813(1), the lessor consented to lease 4,317 square feet of office space at the same terms and conditions. The renovations necessary to accommodate the Transportation Cabinet in the identified space include electrical upgrades; the demolition and installation of a number of interior walls; new plumbing for restrooms, breakroom, janitorial closet and sprinkler system, the removal of existing floor coverings, leveling of the floors, and the installation of new floor coverings consistent with the Cabinets established standards for regional office locations. Based on the scope and cost of renovations (\$130,000.00) for the project the lessor requested that the Cabinet absorb the entire renovation cost. The Cabinet declined this proposal and requested that the Division of Real Properties examine the feasibility of securing space with minimal or no renovations.

Subsequent to inspection of the temporary space and the area proposed for permanent use by the lessor, Real Properties, and Cabinet staff, revised plans were developed that limit the renovations to minor structural modifications that primarily serve to secure that portion of the facility. In accordance with applicable provisions of KRS 56.813(1), the lessor subsequently agreed to lease 5,195 square feet of space at the same terms applicable to the existing lease agreement and the lessor will absorb all of the reduced renovations expenses. The proposed resolution does require use of approximately 900 square feet of additional space, however the cost of leasing the additional space is lower than the anticipated amortization and base rent total associated with the original proposal.



Memo to: Scott Aubrey, Director PR 5729, Campbell County Transportation Cabinet February 21, 2023 Page Two

Recognizing that the temporary lease agreement includes language waiving the standard termination notice provisions in conjunction with establishing an effective date for the permanent lease agreement in this facility, and that addressing the request for both temporary and permanent space in the same facility eliminates the need for the Cabinet to absorb additional costs and operational disruptions associated with multiple relocations, they have recommended a lease award based on higher square footage option. Annual base rent under the original proposal (\$90,441.15) and the anticipated renovation expenses (\$43,333.33 annually based on a thirty-six month amortization schedule) result in total annual costs of \$133,774.48. The proposed lease award utilizing additional square footage results in annual base rental costs of \$108,835.24.

Pursuant to applicable provisions of KRS 56.813(1), the attached lease agreement provides for use of 5,195 square feet leased at a rental rate of \$20.95 per square foot (\$108,835.24 annually), excluding utilities and janitorial services with term expiring June 30, 2026. Capital Projects and Bond Oversight Committee reporting is required for the proposed lease agreement and your approval of same is recommended to secure suitable permanent space as requested by the Transportation Cabinet.

Should you require additional information, please advise.

JSA/BSH/br Attachment APPROVED:

Scott Aubrey, Director