



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

Natalie W. Brawner
DIRECTOR

MEMORANDUM

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

FROM: Natalie Brawner, Director 
Division of Real Properties

DATE: May 29, 2024

SUBJECT: PR-4882, Franklin County
Cabinet for Health and Family Services

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

PR-4882, Franklin County

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

TWD/twd
Attachment

Cc: Capital Construction Log
OSBD
PR-4882 File
NWB

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

Date Posted in 30-Day Register: May 29, 2024	
Lease No.: PR-4882	County: Franklin
Using Agency: Cabinet for Health and Family Services	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Charles Evans 50%
	Jonathan Evans 50%
Property Location: 1711 Twilight Trail, Frankfort Ky. 40601	
Existing Rental Terms	
Type Space: Office/Warehouse	Square Feet: 6,759-office/11,931 warehouse
Annual Payment: \$105,175.50	Contract Expiration: June 30, 2024
Modified Rental Terms	
Type Space: Office/warehouse	Square Feet: 6,759-office/11,931 warehouse
Annual Payment: \$144,875.50	New Contract Expiration: June 30, 2026
Total Cost to be Amortized: \$79,400.00	
Projected Period of Amortization – Effective: TBD through June 30, 2026	
Reason for Modification (see attached approval memo and modification): Please see attached.	
Estimate Details (see attached copies):	
<ul style="list-style-type: none"> (1) William Lynn Assets: \$79,400.00 (2) Napier Construction Company.: \$84,500.00 	

William Lynn Assets

P.O. Box 355
Flat Lick, Ky 40935
(606)-627-7701

Twilight Trail Estimate

Description

Concrete slabs and sidewalk, bollards, garage door, electrical. To meet the outline described in the request made by the Division of Real Properties of the State of Kentucky.

	Amount
Concrete Work.	\$69,500
Electrical.	\$2,100
Replace Urinal with Toilet	\$4,500
Garage door.	\$3,300
Total Amount	\$79,400

Napier Construction Company

Pineville, KY 40977

606-269-3100

I submit the following bid the work at your Frankfort, KY building:

The total bid is \$84,500 which includes the following:

Concrete work \$73,500

Electrical work \$ 2,500

Striping work \$ 5,000

Garage door \$ 3,750

Thanks for the opportunity.



Millard Napier, Owner



Andy Beshear
GOVERNOR

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Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Natalie W. Brawner
DIRECTOR

MEMORANDUM

TO: Natalie Brawner, Director
Division of Real Properties

FROM: John Brawner, Leasing Analyst
Division of Real Properties

DATE: May 29, 2024

SUBJECT: PR-4882, Franklin County
Cabinet for Health and Family Services

The Cabinet for Health and Family Services currently occupies 6,759 square feet of **office** space, leased at a rental rate of \$8.50 per square foot (\$57,451.50 annually) and 11,931 square feet of **warehouse** space, leased at a rental rate of \$4.00 per square foot (\$47,724.00 annually) with a term expiring June 30, 2026. The Department recently submitted a request for leasehold improvements as follows:

- a. Installation of one automatic garage door to match the current door at the dock east of the dock on the north wall.
- b. Construction of two concrete pads 60 feet by 45 feet and 30 feet by 20 feet to support heavy traffic of semi and box trucks. Repair existing damaged concrete and restripe.
- c. Five safety bollards installed around existing HVAC equipment.
- d. Installation of two electrical 110 dedicated outlets on the outside of the building to plug up two box trucks in the winter.
- e. Urinal in men's restroom needs to be removed and replaced with a commode.
- f. Construction of a concrete sidewalk in front of the property and south side of building.

In accordance with KRS 56.813 two estimates were obtained for the improvements as follows:

\$79,400.00 from William Lynn Assets
\$84,500.00 from Napier Construction

Subsequent to review of the estimates, the Cabinet for Health and Family Services has recommended acceptance of the estimate provided by William Lynn Assets.

Memo to: Natalie W. Brawner, Director
PR-4822, Franklin County
Cabinet for Health and Family Services
May 29, 2024
Page Two

In accordance with applicable provisions of KRS 56.813(2), the attached lease modification agreement then provides for the amortization of \$79,400.00 in improvements expenses per estimates submitted by William Lynn Assets. The anticipated amortization period of twenty-four (24) months results in estimated annual amortization costs of \$39,700.00 and a total estimated annual lease cost of \$144,875.48 through June 30, 2026. Capital Projects and Bond Oversight Committee reporting for the proposed modification is required prior to execution in accordance with applicable provisions of KRS 56.823(11)(a) and your approval of the attached lease modification agreement is recommended to accomplish the aforementioned leasehold improvements as requested by the Cabinet for Health & Family Services.

Should you require additional information, please advise.

NWB/JLB/jlb
Attachment

APPROVED: 
Natalie Brawner, Director



Andy Beshear
GOVERNOR

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Sam Ruth
COMMISSIONER

Natalie W. Brawner
DIRECTOR

MEMORANDUM

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

FROM: Natalie W. Brawner, Director *nwb*
Division of Real Properties

DATE: June 6, 2023

SUBJECT: PR-5819, Hardin County
Cabinet for Health & Family Services

As outlined, attached please find notification of a lease modification reflecting amortization of monies that is being processed by the Leased Properties Branch:

PR-5819, Hardin County

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

TWD/td
Attachment

Cc: Capital Construction Log
OSBD
PR-5819 File
TWD

**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE
LEASE MODIFICATION AMORTIZATION**

Date Posted in 30-Day Register: June 6, 2024	
Lease No.: PR-5819	County: Hardin
Using Agency: Cabinet for Health & Family	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	E-town Mulberry Plaza LLC
Property Location: 916 North Mulberry Street, Suite 110; Elizabethtown KY 42701	
<u>Existing Rental Terms</u>	
Type Space: Office	Square Feet: 7,457
Annual Payment: \$68,977.28	Contract Expiration: June 30, 2031
<u>Modified Rental Terms</u>	
Type Space: Office	Square Feet: 7,457
Annual Payment: \$68,977.28	New Contract Expiration: June 30, 2031
Total Cost to be Amortized: \$355,950.00	
Projected Period of Amortization – Effective: TBD Through June 30, 2031	
Reason for Modification (see attached approval memo and modification): Please see attached.	
Estimate Details (see attached copies):	
(1) \$355,950.00 from David Company LLC	
(2) \$395,000.00 from Triumph Development Company	

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO PURCHASER: E-Town Mulberry Plaza, LLC

C/O Mark Pulliam
Louisville, KY 40222

FROM CONTRACTOR:

David Company LLC
7810 Albrecht Circle
Louisville, KY 40241

CONTRACT FOR: OCSHCN Buildout

APPLICATION NO: 0

DATE: 5/15/2024

PERIOD TO:

PROJECT NOS:

CONTRACT DATE: May 15, 2024

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$ 355,950.00
2. Net change by Change Orders	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 355,950.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	0.00

5. RETAINAGE: No retainage is to be withheld	\$ 0.00
a. <u>0</u> % of Completed Work (Column D + E on G703)	\$ 0.00
b. <u>0</u> % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8. CURRENT PAYMENT DUE	\$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 355,950.00

CONTRACTOR:

By: _____ Date: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Contractor certifies to the Owner that to the best of the Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 0

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET - David Company, LLC

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 0

Contractor's signed certification is attached.

APPLICATION DATE: 5/15/2024

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD				
1	Mobilization	\$55,000.00				\$0.00	\$55,000.00	
2	General Conditions, 3 @ 9000	\$27,000.00				\$0.00	\$27,000.00	
3	Demo	\$16,000.00				\$0.00	\$16,000.00	
4	Concrete Patching	\$2,000.00				\$0.00	\$2,000.00	
6	Carpentry	\$3,000.00				\$0.00	\$3,000.00	
7	Doors & Door Hardware	\$8,000.00				\$0.00	\$8,000.00	
8	Storefront Doors, Glass & Operators	\$28,000.00				\$0.00	\$28,000.00	
9	Steel Stud Framing & Drywall	\$5,000.00				\$0.00	\$5,000.00	
10	Acoustical Ceilings	\$12,000.00				\$0.00	\$12,000.00	
11	LVT & Base	\$24,000.00				\$0.00	\$24,000.00	
12	Carpet Tiles & Base	\$18,000.00				\$0.00	\$18,000.00	
13	Painting	\$22,000.00				\$0.00	\$22,000.00	
14	Toilet Accessories	\$3,000.00				\$0.00	\$3,000.00	
15	Cabinetry & Countertops	\$33,000.00				\$0.00	\$33,000.00	
16	Sprinklers	\$9,000.00				\$0.00	\$9,000.00	
17	Plumbing	\$20,000.00				\$0.00	\$20,000.00	
18	HVAC	\$30,000.00				\$0.00	\$30,000.00	
19	Electrical	\$24,000.00				\$0.00	\$24,000.00	
19								
20								
21	Project Management Fee (5%)	\$16,950.00						
22								
23								
24								
	PAGE TOTAL	\$355,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$339,000.00	

Triumph Development Co.

Project Estimate
Date: May 30, 2024

Project: OCSHCN – E-TOWN MULBERRY PLAZA
Location: 916 N. Mulberry St. Elizabethtown, KY 42701

DESCRIPTION:

Tenant building out to accommodate office space with medical exam rooms, conference rooms, audio testing room, reception area, break room and bathrooms.

SCOPE OF WORK:

See attached floor plan, encompassing approximately 7,457 square feet.

Bathrooms:

- 1) Replace bathroom fixtures, including installation of commercial ADA-compliant American Standard toilets with Flushometers.
- 2) Install ceiling mounted hot water heater to serve the bathrooms and breakroom.
- 3) Install LVT to match hallways.
- 4) Install bathroom exhaust fans vented to exterior of the building and electric hand dryers.
- 5) If necessary, run a new water line from the rear of the building to serve the four bathrooms.

Offices and hallways:

- 1) Install LVT in the sound booth room, copy/mail room, break room, waiting room, hallways, comm./data closet, exam rooms and file rooms.
- 2) Install carpet tiles in office spaces
- 3) Provide electric circuit for installation of card reader locking mechanism at rear door.
- 4) Install return air ventilation from all offices and waiting areas.
- 5) Reconfigure flex-duct supply ventilation so that the OCSHCN space is served by two roof-top units
- 6) Remove hallway ceiling tile to allow installation of return air ventilation ducting. The return air vent is to be placed above the ceiling in a manner to allow electrical lighting in the center of the hallway and adequate fire sprinkler heads.
- 7) Replace hallway ceiling tiles and any soiled ceiling tiles within the offices
- 8) Replace all fluorescent lighting with LED bulbs (4,000K).
- 9) Remove and install walls as per the floor plan, including installation of sound insulation where noted on the plans.
- 10) Remove all drywall ceilings and replace them with dropped acoustical ceilings.
- 11) Install key-lock doors where indicated on plans.
- 12) Change door handles to levers.

- 13) Install electrical outlets where indicated on plans.
- 14) Install data outlets where indicated on plans.
- 15) Install 1 ½” data conduit from building comm./electrical room to comm./data room.
- 16) Install cabinetry in OCSHCS reception office, exam rooms and breakroom as per plan and photos.
- 17) Tie the low voltage cables to hangers above ceiling.

All work to be performed during standard business hours Monday – Friday 7:00am – 5:00pm. This estimate has been prepared based on current market pricing and is good for 30 days from the date above.

Total Bid \$395,000

Accepted by:

Signature

Print name

Date



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Sam Ruth
COMMISSIONER

Natalie W. Brawner
DIRECTOR

MEMORANDUM

TO: Natalie W. Brawner, Director
Division of Real Properties

FROM: Tim Driskell, Leasing Manager
Division of Real Properties

DATE: June 4, 2024

SUBJECT: PR-5819, Hardin County
Cabinet for Health & Family Services

The Cabinet for Family Services presently occupies 36,416 square feet of office space leased at a rental rate of \$9.25 per square foot and 500 square feet of storage space leased at a rental rate of 3.00 per square foot (\$338,348.00 annually combined), with a term expiring June 30, 2030 (PR-3720). The Cabinet recently submitted a space request 4,131 square feet for additional space for Office for Children with Special Healthcare Needs (OCSHN) and 3,010 square feet of additional space for the Department for Income Support (DIS) in their current facility to accommodate staff who are being evicted from their current space at the Hardin County Health Department (PR-4361) due to the local health department needing the space for the anticipated population growth in Elizabethtown, KY when the new battery plants open. Subsequent to review of plans and specifications for the proposed space, the lessor has consented to lease 7,457 square feet of space at the rental rate applicable to the existing lease agreement and they have consented to extend the lease term to the maximum permitted under KRS 56.806(1).

The renovations necessary to accommodate the Cabinet for Health & Family Services within the proposed space requires some demolition and renovation (e.g., demo/installation of framing and drywall; new doors; upgrade of electrical and HVAC services; installation of new flooring; the installation of new countertops, sinks, and upper and lower cabinets and all associated interior finish work). Based on the scope of work and the cost of renovations to convert the space in a manner that satisfies the Cabinet specification requirements the lessor has requested that the Cabinet absorb the entire renovation cost. In accordance with applicable provisions of KRS 56.813(2), the lessor has provided two estimates for renovations/construction (\$355,950.00 from David Company LLC, Louisville KY and \$395,000.00 from Triumph Development Company, Elizabethtown KY). The Cabinet for Health & Family Services has recommended acceptance of the low bid from David Company LLC for \$355,950.00 with this amount amortized over the extended term of the lease as defined above.

In accordance with applicable provisions of KRS 56.813(1), the attached lease agreement therefore provides for the use of 7,457 square feet of additional office space at a rental rate of \$9.25 per square foot (\$68,977.28 annually), excluding utilities, except water, and janitorial services with a term expiring June 30, 2031. In accordance with applicable provisions of KRS 56.813(2), the attached lease modification agreement then provides for the amortization of \$355,950.00 in renovation expenses per estimates submitted by David Company LLC. The anticipated amortization period of seventy-eight (78) months results in annual amortization costs of \$54,761.52 and a total estimated annual lease cost of \$123,738.82. Capital Projects & Bond Oversight Committee reporting is required for the proposed lease modification and your approval of the attached lease agreement and lease modification agreement is recommended to secure suitable space as requested by the Cabinet for Health & Family Services.

Should you have questions or require additional information, please advise.

NWB/TWD/twd

APPROVED: 
Natalie W. Brawner, Director





Andy Beshear
GOVERNOR

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Natalie W. Brawner
DIRECTOR

MEMORANDUM

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

FROM: Natalie W. Brawner *NWB*
Division of Real Properties

DATE: June 6, 2024

SUBJECT: PR-3920, Franklin County
Auditor of Public Accounts
KRS 56.823 (11)(a) Lease Modification Report

As outlined, attached please find notification of a pending lease modification in excess of \$50,000:

PR-3920, Franklin County

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

Attachment

Cc: Capital Construction Log
OSBD
PR-3920 File

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE MODIFICATION IN EXCESS OF \$50,000

Lease No.: PR-3920	County: Franklin
Using Agency: Auditor of Public Accounts	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	RAINIER FRANKFORT ACQUISITIONS LLC
Property Location: 209 ST CLAIR ST FRANKFORT KY	
<i>Existing Rental Terms</i>	
Type Space: Office	Square Feet: 17,505
Annual Payment: \$157,545.00	Contract Expiration: June 30, 2029
<i>Modified Rental Terms</i>	
Type Space: Office	Square Feet: 23,538
Annual Payment: \$211,842.00	New Contract Expiration: June 30, 2029
Total Cost to be Amortized: n/a	
Reason for Modification (see attached approval memo and modification): Please see attached	

ADDENDUM

The following items are to be considered a part of lease modification agreement PR-3920, Franklin County, dated May 17, 2024.

SECTION 1

1. The building shall meet all Kentucky building codes and accessibility specifications in accordance with ADA, as enforced by the Department of Housing, Buildings and Construction, Division of Building Code Enforcement. The Division of Building Codes Enforcement will require a set of construction plans from the property owner. The Lessor is required to submit a copy of the plans, as approved by the Division of Building Code Enforcement, to the Division of Real Properties. The using agency will provide all ADA signage required. The Lessor (i.e., architect, contractor, etc.) shall be responsible for determining/complying with the requirements of the Division of Building Code Enforcement. Issues such as fire rated corridors, fire suppression systems (if applicable), HVAC installation, etc. are not addressed in the space planning information (i.e., floor plans and specifications) provided with Best & Final solicitations.
2. All facilities with a total leased square footage of 3,000 square feet or more shall be equipped with automatic fire suppression systems (sprinklers). The system shall be installed in accordance with all applicable provisions/requirements of the Division of Building Codes Enforcement. **NOTE: Access to an underground water main with a minimum diameter of six (6) inches is required for sprinkler systems serving spaces that exceed 3,000 square feet.** The Lessor shall be responsible for installation and maintenance of the fire suppression system. The Commonwealth prepares floor plans based on the presence of a suppression system. Should a Lessor submit an exception to this requirement, then the Lessor shall be solely responsible for any expenses associated with additional requirements as determined by the Division of Building Code Enforcement.
3. Central heating and air conditioning (HVAC) shall be installed throughout. The HVAC system shall be installed in conformance with Kentucky building codes, as administered by the Kentucky Department of Housing, Buildings and Construction. The Lessor shall also install an adequate fresh air handling system according to ASHRAE Standard 62
4. The Lessor shall insulate exterior walls with a minimum 3½" of fiberglass batt or blanket insulation, R-11 or equivalent value. The ceiling shall have a minimum of 12" of fiberglass batt or blanket insulation, R-36 or equivalent value.
5. All new or replacement windows shall be insulated / thermo panes to provide energy conservation. The Lessor shall provide mini-blinds for all windows.
6. Separate utility meters are needed if the using agency is to pay utilities, with service to be established in the name of the using agency. *{Agencies that are billed directly by a local utility should contact the utility company to identify their agency as "tax exempt"}*. If a separate meter is not feasible, the Lessor shall bill the using agency on a pro-rated basis. If this method is used, the Lessor shall provide the using agency sufficient documentation to justify the percentage of the total bill to be charged to the using agency. *{Agencies that receive utility invoices from the Lessor (based on the percentage of space occupied) should reimburse the Lessor for the full amount of the invoice including any applicable taxes}*.
7. Electronic thermostats with programmable functions shall be installed for new or existing HVAC systems. A standard locking cover shall be installed on the thermostat. The local supervisor, in conjunction with the Lessor, will determine appropriate settings (i.e.: daytime/evening temperature settings, set back timer settings as required by regular office hours, etc.) for each property.
8. On existing buildings weather stripping and/or other suitable insulation shall be applied to all doors and windows and all other exterior penetrations (vent ducts, smoking room exhaust fan, etc.) of the leased space. This shall be inspected on an annual basis and repaired/replaced as necessary to minimize air seepage.
9. If a plenum ceiling is to be used, all wiring shall be housed in conduit, or plenum cable shall be used. The Lessor shall advise the Division of Real Properties as soon as possible when it is determined that plenum or a ducted ceiling is to be used. This will ensure that the agency's appointed electricians will be prepared with the right cabling. **Failure to notify the Division of Real Properties of a plenum ceiling, prior to award of a lease, shall be considered grounds for termination of the lease.**

SECTION 2

1. Floor-to-ceiling walls shall be constructed as indicated on the floor plan. Install acoustical insulation or soundboard in interior walls (if indicated on floor plan).
2. An acoustical tile ceiling shall be installed at a height of 9' (if not structurally feasible, please notate on the Best & Final as an exception).

3. **All walls shall be drywalled and painted a scrubbable neutral color latex enamel paint with either a satin or eggshell finish.** New walls require a primer coat (sprayed or rolled) and two finish coats (rolled). **Existing walls require one finish coat (rolled) if same color is being used or two finish coats (rolled) if changing color or patching is required. Subject to the general requirements of this section the tenant agency shall be provided with an opportunity to select colors.**
4. Luxury Vinyl tile shall be installed where indicated on the floor plan. Neutral color commercial grade 28 oz. carpet shall be installed in all other areas.
5. **The Lessor shall provide lockable doors for all office room door and where indicated on the floor plan.**
6. **The lessor shall install ADA automatic push button/pad door operator on both entry doors.**
7. The agency plans to install their own electronic access control devices on the entry doors to their suite. **However, the lessor needs to install generic electronic strikes for the entry doors during construction.**
8. Adequate recessed LED lighting shall be installed for office use, including telephone/storage rooms, with separate light switches for each room. It is the lessor responsibility to replace all non-working/damaged lights within the office space.
9. The lessor shall provide cabinets (upper and lower) and sink in the break room with a laminated counter top and also an additional laminated counter top with lower cabinets.
10. The Lessor shall provide **non designated parking for twenty-three (23) additional agency staff and clients**, plus accessible space(s) as required by the Division of Building Codes Enforcement.
11. The parking lot shall be asphalted and striped with all spaces clearly marked and identified. All holes and other damage shall be repaired on a timely basis. All spaces shall be a minimum of 9' x 18' with the exception of ADA accessible spaces.
12. The Lessor shall be responsible for the maintenance and upkeep of the grounds surrounding the property, to include mowing/trimming grass and raking leaves. The Lessor shall also be responsible for maintenance and cleaning of the parking lot, including snow removal from the parking lot and snow & ice removal from the sidewalks.

SECTION 3 - Telephone/Computer Access/Electrical Fit Up

1. All exit and directional lights shall be the LED type.
2. A dedicated circuit is required for copier(s) and other equipment as noted on floor plan.
3. Appropriate electrical and telephone outlets are to be installed where indicated on the floor plan. Existing electrical outlets in substantially similar locations are acceptable. The Lessor shall provide access to phone outlets by conduit. Electrical circuits in the electrical panel box shall be labeled and identified. Lessor shall install electrical surge protection for the main electric service.
4. The Lessor shall install a three-wire, 117 volt, 60 Hz single phase, 20 AMP dedicated 4-plex AC outlet in the wall located within 4' of the telephone system for each telephone system installed in building. ***NOTE:*** The third wire, or ground wire, in this circuit shall be connected to earth/ground.
5. The Lessor shall install a 5/8", 4' x 8' sheet of plywood (painted black) on the wall in the file/storage room as shown on the floor plan, If space permits, the plywood will be mounted horizontally.
6. The Lessor shall install an entrance conduit with pull string with a minimum diameter of 4", or other size as recommended by the local telephone service provider (the lessor shall contact the local telephone service provider to determine service entrance requirements and conduit size), through the foundation or building wall to facilitate the incoming telephone service cable to a predetermined telephone company "network access unit" (demarcation point) location within the building. If the "network access unit" does not terminate in the telephone equipment room, the Lessor shall install conduit from the "network access unit" location to the telephone equipment room. ***Note:*** The number and size of this conduit depends on the terminal devices served on a floor, the type of cable used, and the need to use one cable or a cable per floor. At least one spare conduit of the same size with a pull wire should be installed for future expansion. We suggest the current Building Industries Consulting Services (BICSI), Telecommunications Distribution Methods Manual as an excellent technical source to supply independent expertise on the standards to be followed on the proper sizing of conduit and other associated requirements.

7. On multi-story buildings, the Lessor shall install conduit with pull string from the "network access unit" to each designated telephone equipment room (see note for proper sizing of conduit). If telephone closets rooms are vertically aligned, sleeves through the floor may be used instead of conduit. The number of sleeves per floor may be determined by utilizing information contained in above note.
8. The existing HVAC equipment and rack(s) in the network room may remain however the lessor shall ensure that it is proper operating condition or repair/replace the unit as appropriate.
9. Conduit, cable tray, or raceway fill rate is to comply with the National Electrical Code.
10. The Lessor shall obtain basic phone service, including at a minimum the installation of a network access unit (demarcation point), for newly constructed buildings and those facilities not already equipped with a network access unit. The using agency may assume responsibility for the ongoing costs associated with the aforementioned basic phone service, or the Lessor may cancel service, upon occupancy.
11. The Lessor shall contact the Division of Real Properties at a point when the agency's electricians can install computer cables and telephone wiring through conduit.
12. The Lessor shall provide empty conduit with pull string within the walls from the ceiling on locations shown on the floor plan as voice/data outlets. Install a cut-in box where conduit symbols are shown on the floor plan, the conduit should have smooth edged bushings at the box and above the ceiling. One inch (1") conduit shall be provided for data terminals, printers, and telephone instruments from each designated outlet location. *NOTE:* In most instances, voice/data cables (from individual office conduits) merge above the ceiling and should be supported by cable trays or pass through conduits (sized by number of outlets in the building) to the telephone equipment room or controller location.

SECTION 4

1. Due to the continuing development of new office technology the Lessor authorizes competent agency personnel to install additional security and/or access control equipment, telephone wiring, computer cabling, and conduit or wire molding (as required) to accommodate such technology during the term of the agency's occupancy. Agency will notify the Division of Real Properties for approval before commencing any of this type work.
2. The office shall be thoroughly cleaned after renovation/construction and before occupancy, including vacuuming all carpeted areas, spot-cleaning carpet, mopping and waxing vinyl tile, dusting, cleaning rest rooms, washing windows, etc.
3. The exterior front of the building shall have a professional office appearance; with street number(s) of subject building displayed prominently.
4. All floor plan notations are incorporated herein by reference.
5. Subsequent to the receipt of approval to begin renovations/construction from both the Division of Building Codes Enforcement and the Division of Real Properties, the lessor shall submit an estimated schedule for completion of the renovations/construction. Written progress reports, and a revised completion schedule, if appropriate, shall be submitted to the Division of Real Properties not less than once per month until complete.
6. The Division of Real Properties and/or the using agency reserves the right to inspect the facility at any time during construction/renovations/occupancy.

Upon verification from the Department of Housing, Buildings, and Construction, Division of Building Codes Enforcement that all life safety regulations and all accessibility specifications (in accordance with ADA) have been satisfactorily met and verification from the Auditor of Public Accounts that all renovations have been satisfactorily completed, the lease agreement effective date will be established by signature of the Director, Division of Real Properties, upon the lease agreement document.

ACKNOWLEDGED BY:

ACKNOWLEDGED BY:

Auditor of Public Accounts Date

Rainier Capital Complex Acquisitions LLC Date



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

Natalie W. Brawner
DIRECTOR

MEMORANDUM

TO: Natalie W. Brawner, Director
Division of Real Properties

FROM: Bias Redding, Resource Management Analyst
Division of Real Properties

DATE: May 17, 2024


SUBJECT: PR-3920, Franklin County
Auditor of Public Accounts

The Auditor of Public Accounts presently occupies 17,505 square feet, leased at a rental rate of \$9.00 per square foot (\$157,545.00 annually), excluding utilities and janitorial services with a term expiring June 30, 2029. The Department recently submitted a request for 5,636 square feet of additional space to accommodate the transfer of staff from the Office of the Ombudsman, Cabinet for Health & Family Services to the Auditor of Public Accounts. Subsequent to review of plans and specifications for the proposed space, the lessor has consented to lease an additional 6,033 square feet of space at the rental rate applicable to the existing lease agreement and they have consented to make all the necessary improvements/renovations at their cost.

The attached lease modification provides for the increase of 6,033 square feet; from 17,505 square feet to 23,538 square feet and for the corresponding annual rent increase of \$54,297.00; from \$157,545.00 to \$211,842.00. Capital Projects & Bond Oversight Committee reporting is required. Your approval of the attached lease modification is recommended to ensure that the Auditor of Public Accounts secure suitable additional space as requested.

Should you require additional information, please advise.

NWB/BGR/br
Attachment

APPROVED: 
Natalie W, Brawner, Director



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

Andy Beshear
GOVERNOR

Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Natalie W. Brawner
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: Natalie W. Brawner, Director *NWB*
Division of Real Properties

DATE: May 28, 2024

SUBJECT: PR-4874, Jefferson County
Board of Dentistry

As outlined, attached please find notification of a lease modification (Under \$50,000) reflecting amortization of monies that is being processed by the Leased Properties Branch:

PR-4874, Jefferson County

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

NWB/br
Attachment

Cc: Capital Construction Log
OSBD
PR-4874 File
BGR

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE MODIFICATION AMORTIZATION BELOW \$50,000

Date Posted in 30-Day Register: May 28, 2024	
Lease No.: PR-4874	County: Jefferson
Using Agency: Board of Dentistry	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Kevin D Cogan DBA Hurstbourne Office Park LLC
Property Location: 312 Whittington Parkway, Louisville KY40222	
<u>Existing Rental Terms</u>	
Type Space: Office	Square Feet: 2,846
Annual Payment: \$33,440.52	Contract Expiration: June 30, 2024
<u>Modified Rental Terms</u>	
Type Space: Office	Square Feet: 2,846
Annual Payment: \$33,440.52	New Contract Expiration: June 30, 2025
Total Cost to be Amortized: \$25,499.45	
Projected Period of Amortization – Effective: TBD Through June 30, 2025	
Reason for Modification (see attached approval memo and modification): Please see attached.	
Estimate Details (see attached copies):	
<ol style="list-style-type: none"> 1. \$25,499.45 <ul style="list-style-type: none"> • \$14,749.45 for flooring from KV Flooring • \$10,750.00 for painting from Bradley Boroughs, Inc 2. \$28,094.40 from the Hurstbourne Business Park 	

COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

LESSOR	Kevin D Cogan DBA Hurstbourne Office Park LLC	PR NUMBER, COUNTY	PR-4874, Jefferson County
	ADDRESS	2650 Technology Drive Louisville KY 40299	VENDOR NUMBER
AGENCY/DEPARTMENT			Board of Dentistry
DIVISION			
DATE			February 16, 2024
BUILDING CODE			90411002

1. Lease Agreement number **PR-4874, Jefferson County** dated **January 2, 2008** is hereby modified as set forth in Paragraph 2.

2. This Lease is modified as follows:

1. To amortize the \$25,499.45 cost for leasehold improvements per attached estimate of \$14,749.45 for flooring from KV Flooring and \$10,750.00 for painting from Bradley Boroughs, Inc., same attached and incorporated herein by reference.
2. To add one (1) automatic extension periods, at the same terms and conditions, resulting in a new lease expiration date of June 30, 2025.
3. The amortization effective date will be established by signature of the Director, Division of Real Properties, upon this modification once verification has been received from the using agency that all renovations have been satisfactorily completed and will extend through the lease expiration date June 30, 2025. The effective date for the amortization shall be defined as the first day of the month following the effective date defined below unless the effective date established thereby is the first day of a month.

3. All other terms and conditions of the lease remain unchanged.

4. The Lessor is required to sign this document.

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

Jeff Allen 02/21/2024
STATE LEASING AGENCY REPRESENTATIVE Date

[Signature]
LESSOR Date

Bias Redding 2/22/2024
ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES Date

Patrick Mott 2/26/2024
ATTORNEY, FINANCE & ADMINISTRATION CABINET Date

Natalie W. Brauner FOR 2/25/2024
MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES Date

Natalie W. Brauner
DIRECTOR, DIVISION OF REAL PROPERTIES

Kevin D. Cogan 02.28.2024
SECRETARY, FINANCE & ADMINISTRATION CABINET Date

APPROVED THIS 21st DAY OF May, 20 24

Bradley Boroughs, Inc.

PO Box 22083
Louisville, KY 40252

P: 502-419-6010

F: 502-426-4001

Name / Address

Jefferson Development Group
Attn: JoAnna DiCarlo
2650 Technology Drive
Louisville, KY 40299

Project

Board Of Dentistry
312 Whittington Pkwy.
Louisville, Ky 40222
1st Floor

Proposal

Date

PRO

8/23/2023

5323

Description	Amount
-------------	--------

Paint Walls, Doors and Trim in occupied space.

10,750.00

Total

\$10,750.00

Thank you for the opportunity to quote your paint and wall covering needs!

812 Lyndon Lane Suite 205 Louisville, KY 40222



**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

Natalie W. Brawner
DIRECTOR

MEMORANDUM

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

FROM: Natalie W. Brawner, Director *NWB*
Division of Real Properties

DATE: February 22, 2024

SUBJECT: PR-4874, Jefferson County
Board of Dentistry

The Board of Dentistry currently occupies 2,846 square feet of space, leased at a rental rate of 11.75 per square foot (\$33,440.52 annually), with a term expiring June 30, 2024. The agency recently submitted a request for the following leasehold improvements.

1. Install new carpet and Luxury Vinyl Plank
2. Painting of the entire interior office space.

In accordance with KRS 56.813(2) two estimates were obtained for the proposed improvements as follows: \$25,499.45 (\$14,749.45 for flooring from KV Flooring & \$10,750.00 for painting from Bradley Boroughs, Inc) and \$28,094.40 from the Hurstbourne Business Park. The Board of Dentistry has recommended acceptance of the low estimate of \$25,499.45. The attached modification therefore provides for the amortization of \$25,499.45 in improvement beginning on a date to be determined and ending June 30, 2025. Capital Projects and Bond Oversight Committee reporting is required in accordance with applicable provisions of KRS 56.823(11). Your approval of the attached modification is recommended to accomplish the aforementioned leasehold improvements as requested by the Board of Dentistry.

Should you require additional information, please advise.

NWB/BGR/br
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

Natalie W. Brawner
DIRECTOR

MEMORANDUM

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

FROM: Natalie W. Brawner, Director *NWB*
Division of Real Properties

DATE: June 6, 2024

SUBJECT: PR-5801, Jefferson County
Kentucky Commission on Human Rights

As outlined, attached please find notification of a lease modification reflecting amortization of monies that is being processed by the Leased Properties Branch:

PR-5801, Jefferson County

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

NWB/BGR/br
Attachment

Cc: Capital Construction Log
OSBD
PR-5801 File
NWB

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE MODIFICATION UNDER \$50,000 - AMORTIZATION

Date Posted in 30-Day Register: June 6, 2024	
Lease No.: PR-5801	County: Jefferson
Using Agency: Kentucky Commission on Human Rights	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Hurstbourne Office Park LLC
Property Location: 312 Whittington Parkway, Louisville, KY, 40222	
<u>Existing Rental Terms</u>	
Type Space: Office	Square Feet: 6,474
Annual Payment: \$76,069.52	Contract Expiration: June 30, 2027
<u>Modified Rental Terms</u>	
Type Space: Office	Square Feet: 6,474
Annual Payment: \$76,069.52	New Contract Expiration: June 30, 2027
Total Cost to be Amortized: \$48,414.02	
Projected Period of Amortization – Effective: July 1, 2024 Through June 30, 2027	
Reason for Modification (see attached approval memo and modification): Please see attached.	
Estimate Details (see attached copies):	
Kevin D. Cogan/DBA Hurstbourne Office Park LLC 48,414.02	

COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

LESSOR	Hurstbourne Office Park LLC	PR NUMBER, COUNTY	PR-5801, Jefferson County
	2650 Technology Drive Louisville; KY; 40299-6424	VENDOR NUMBER	KY0012994
ADDRESS		AGENCY/DEPARTMENT	KY Commission on Human Rights
		DIVISION	
		DATE	February 3, 2024
		BUILDING CODE #	90411002

1. Lease Agreement number **PR-5801, Jefferson County**, dated **February 3, 2024**, is hereby modified as set forth in Paragraph 2.

2. This Lease is modified as follows:

1. To amortize the \$48,414.02 cost for renovations to the leased premises per attached estimate from Kevin D. Cogan/DBA Hurstbourne Office Park LLC, same attached and incorporated herein by reference.
2. The amortization effective date will be established by signature of the Director, Division of Real Properties, upon this modification once verification has been received from the using agency that all renovations have been satisfactorily completed and will extend through the lease expiration date June 30, 2027. The effective date for the amortization shall be defined as the first day of the month following the effective date defined below unless the effective date established thereby is the first day of a month.

3. All other terms and conditions of the lease remain unchanged.

4. The Lessor is required to sign this document and return all copies for further processing.

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

Cynthia D. [Signature] 2/6/24
STATE LEASING AGENCY REPRESENTATIVE Date

[Signature]
LESSOR Date

Bias Redding 2/10/2024
ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES Date

Patrick [Signature] 2/26/2024
ATTORNEY, FINANCE & ADMINISTRATION CABINET Date

Natalie W. Brauner FOR 2/25/2024
MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES Date

Natalie W. Brauner
DIRECTOR, DIVISION OF REAL PROPERTIES

Heely M. Cogan 02.28.2024
SECRETARY, FINANCE & ADMINISTRATION CABINET Date

APPROVED THIS 13th DAY OF May, 20 24

Borrower: Human Rights Commission
 Project: 312 Whittington Pkwy
 Revised 12/28/23
 Usable Area: 6,474
 Requisition: Date
 Budget \$ /sf

Item No.	Code	Item Description	Scheduled Value (Budget)	Current Changes	Total Changes	Revised Value (Budget)	Previous Applications	This Application	Total Completed & Drawn to Date	Percent Complete	Balance to Finish + Retainage
A	B	C	D	E	F	G	H	I	J	K	L
						(D + F)	(J prev. draw)		(H + I)	(J / G)	(G - J)
		Division 0 - Pre Construction									
	00907	Construction Management Fee (7%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00
	00921	Architect/Printing/Reproduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00
	00937	Licenses & Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00
		Division 1 - General Requirements									
	01045	General Conditions (3.0%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00
	01207	Contingency (3.0%)	1,410.11	0.00	0.00	1,410.11	0.00	0.00	0.00	0.0%	1,410.11
	01250	Demolition-Walls and ceilings	1,500.00	0.00	0.00	1,500.00	0.00	0.00	0.00	0.0%	1,500.00
	01250	Demolition-Flooring	560.00	0.00	0.00	560.00	0.00	0.00	0.00	0.0%	560.00
		Division 2 - Site Construction									
		Division 3 - Concrete									
		Division 4 - Masonry									
		Division 5 - Metals									
		Frame - Labor & Material	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00
		Division 6 - Wood & Plastics									
		Frame - Labor & Material	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00
		Trim Material-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00
		Casework-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00
		Miscellaneous Carpentry	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00
	06105	Division 7 - Thermal & Moisture Protect.									
		Insulation -	500.00	0.00	0.00	500.00	0.00	0.00	0.00	0.0%	500.00



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

Andy Beshear
GOVERNOR

Holly M. Johnson
SECRETARY

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Natalie W. Brawner
DIRECTOR

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Frankfort, Kentucky 40601
Phone: (502) 564-2205
Fax: (502) 564-8108

MEMORANDUM

TO: Natalie W. Brawner, Director
Division of Real Properties

FROM: Bias Redding, Resource Management Analyst
Division of Real Properties

DATE: February 3, 2024

SUBJECT: PR-5801, Jefferson County
Kentucky Commission on Human Rights

The Kentucky Commission on Human Rights presently leases 4,310 square feet of temporary space leased at a rental rate of \$11.75 per square foot (\$50,642.52 annually), excluding utilities and janitorial services, with term expiring June 30, 2024 (reference PR-5802, Jefferson County). The Commission submitted a request to obtain both temporary and permanent space due to the facility at 332 Broadway (PR-3640, Jefferson) suffering from multiple maintenance deficiencies, and it is presently in receivership. The space request from the Commission indicated a need for approximately 6,230 square feet of space and 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 (PR-5802, Jefferson) for the Commission and a previously awarded lease for the Division of Building Code (reference PR-4836, Jefferson County).

The renovations necessary to accommodate the Commission within the proposed space requires some demolition and renovation (e.g., demo/installation of framing and drywall, upgrade of electrical services, flooring, and painting). Based on the scope of work and the cost of renovations to convert the space in a manner that satisfies current specification requirements for the Commission, the lessor has requested that the Commission absorb the renovation cost. In accordance with applicable provisions of KRS 56.813(2), the lessor has provided an estimate for renovations/construction (\$48,414.02 from the lessor Kevin D. Cogan/DBA Hurstbourne Office Park LLC). The Commission has recommended acceptance of the bid from Kevin D. Cogan/DBA Hurstbourne Office Park LLC for \$48,414.02 with this amount amortized over the term of the lease.

Memo to: Natalie W. Brawner, Director
PR 5801, Jefferson County
Kentucky Commission on Human Rights
February 3, 2024
Page Two

In accordance with applicable provisions of KRS 56.813(1), the attached lease agreement therefore provides for the use of 6,474 square feet of office space at a rental rate of \$11.75 per square foot (\$76,069.52 annually), excluding electric and janitorial services with a term expiring June 30, 2027. In accordance with applicable provisions of KRS 56.813(2), the attached lease modification agreement then provides for the amortization of \$48,414.02 in renovation expenses per estimate submitted by Kevin D. Cogan/DBA Hurstbourne Office Park LLC. The anticipated amortization period of thirty-six (36) months results in estimated annual amortization costs of \$16,137.96 and a total estimated annual lease cost of \$92,207.48. Capital Projects & Bond Oversight Committee reporting is required for the proposed lease modification and your approval of the attached lease agreement and lease modification agreement is recommended to secure suitable space as requested by the Kentucky Commission on Human Rights.

Should you require additional information, please advise.

NWB/BGR/br
Attachment

APPROVED: Natalie W. Brawner
Natalie W. Brawner, Director