

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

Holly M. Johnson SECRETARY

Charles O. Bush, Jr. INTERIM COMMISSIONER

Natalie W. Brawner DIRECTOR

MEMORANDUM

TO: Katherine Halloran, Committee Staff Administrator

Capital Projects and Bond Oversight Committee

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

DATE: April 3, 2025

SUBJECT: PR-5874, Scott County

Cabinet for Health & Family Services

KRS 56.803 - Annual Rental Exceeding \$100,000.00

Per KRS 56.823(2), attached please find notification of a lease agreement being processed by our Division's Leased Properties Branch. If you have any questions or require additional information concerning this matter, please advise

NWB/ML/ml Attachment

CC: Capital Construction Log

> **OSBD** PR-5874 File



REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-58/4		County: Sc	ott					
Using Agency: Cabinet for Health & Family Services								
Lessor (identify all parties having 5% or	Moha	uns 1, LLC						
more ownership): Attached extra sheet if necessary								
Property Location: 100 Technology Court, Georgetown, Kentu	icky 40	324						
Check One: New Lease Renewa	al [] Modification	n					
Type Space: Office		Cost Per Square Foot: \$13.00						
Annual Rental Cost: \$180,011.00		Average Cost Per Square Foot of Leased-In Space in County: \$12.12						
Utilities Included: Yes No								
Cancellation Clause:	30 Day	ys	☐ No If no, explain why not:					
Effective Date: July 1, 2025		Expiration Date: June 30, 2030						
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 lease agreement): Please see attached								

B217-5 (Rev. 9/03) COMMONWEALTH OF KENTUCKY LEASE AGREEMENT

LEASE/PR#	PR-5874, Scott County	AGENCY	Cabinet for Health & Family Services
INITIAL ENCUMBRANCE	\$	DIVISION	
ANNUAL ENCUMBRANCE	\$180,011.00	DATE	April 2, 2025
VENDOR CODE #	KY 0038973	BUILDING CODE #	91650001

THIS LEASE, entered into between: Mohans 1, LLC, whose address is: 9133 Hailes Abbey Lane, Knoxville, Tennessee 37922 (Business Phone: 606.269.2630), 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 **100 Technology Court, Georgetown, Kentucky 40324**, in the County of **Scott**.
- 1b. Said premises consisting of <u>13,847</u> square feet are to be rented at the cost of <u>\$13.00</u> 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 **\$45,002.75**, payable **Quarterly**. The Lessor shall provide the Commonwealth with the following services: **None**; with **84** reserved parking spaces.
- 3. Subject to the limitations imposed by law and as provided in paragraphs 5 and 6 of this Lease, the term during which the Lease shall be effective shall begin **July 1, 2025**, and end **June 30, 2026**.
- 4. This Lease shall be extended automatically upon the same terms and conditions herein for further periods of 12 months, not to exceed <u>4</u> extension period(s) unless the Commonwealth shall give the Lessor written notice <u>30</u> 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 <u>30th</u> day of <u>June, 2030</u>. 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 <u>30</u> days written notice, time to be computed from date of mailing notice; termination under this paragraph shall not be considered effective until the last day of the month in which the notice period ends.
- 6. The Commonwealth agrees not to assign this Lease, or to sublet the premises except to a desirable tenant and for a similar purpose, and will not permit the use of the premises by anyone other than the Commonwealth, the Federal Government, or such sub-lessee, and the agents and servants of the Commonwealth, the Federal Government, or such sub-lessee.
- 7. The Commonwealth shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additional structures or signs in or upon the leased premises, provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with rights granted to other tenants on the property or in the building in which the premises are located. Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain the Commonwealth's property and may be removed by it prior to the termination of this Lease.
- 8. Unless otherwise specified, the Lessor shall maintain the premises in good repair and tenantable condition, including heating and/or air conditioning equipment, except in case of damage arising from the negligent acts of the Commonwealth's agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the premises at reasonable times.
- 9. The Commonwealth agrees to take good care of the premises and to return them at the expiration of their Lease in as good order as received, ordinary wear and tear and natural decay excepted.
- 10. The Lessor shall be responsible for procuring and continuously maintaining casualty and liability insurance on the leased premises.
- 11. If the premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage so as to render the premises untenantable, the Commonwealth may terminate or suspend this Lease by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until such damage is repaired and premises are considered tenantable.
- 12. It is agreed by the parties hereto that if any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidity shall not invalidate the whole Lease, but it shall be construed as if not containing that particular provision or provisions, and the rights and obligations of the parties shall be construed accordingly.
- 13. The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person 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 Agreement he will not be in violation of the campaign finance laws of the Commonwealth.
- 14. The Lessor agrees to notify the Commonwealth of all persons owning or upon any change or transfer of ownership involving 5% or more in stock, in partnership, business trust, or corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.
- 15. Lessor shall comply with all standards set by the Department of Housing, Buildings and Construction, Division of Building Codes Enforcement, and that of the Kentucky Occupational Safety and Health Standards Board and the Americans with Disabilities Act (ADA).
- 16. The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

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

STATE LEASING AGENCY REPRESENTATIVE	Date	LESSOR	Date
ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES	Date	ATTORNEY, FINANCE & ADMINISTRATION CABINET	Date
MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES	Date	DIRECTOR, DIVISION OF REAL PROPERTIES	
SECRETARY, FINANCE & ADMINISTRATION CABINET	 Date	APPROVED THIS DAY OF	, 20

ADDENDUM

The following items are to be considered a part of lease agreement PR-5874, Scott County, dated April 2, 2025:

SECTION 1

- 1. The building shall meet all Kentucky building codes and accessibility specifications in accordance with ADA, as enforced by the Kentucky Department of Housing, Buildings and Construction. The Department may require a set of construction plans from the Lessor. The Lessor is required to submit a copy of these plans, if/as approved by the Department, to the Division of Real Properties. The Lessor shall be responsible for determining/complying with the requirements of the Department. 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 by the Division of Real Properties.
- 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 Department of Housing, Buildings, and Construction. 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 the Lessor submit an exception to this requirement they shall be solely responsible for any expenses associated with additional requirements as determined by the Department.
- 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 in accordance with applicable ASHRAE Standards. 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. Central air units, heat pumps, etc. must be ENERGY STAR qualified where available. Alternative systems (e.g., geo-thermal, etc.) may be proposed at the discretion of the lessor but are subject to review and approval by the Division of Real Properties. The Lessor shall ensure that applicable HVAC systems are serviced (e.g., clean and check) not less than twice annually and filters shall be replaced not less than once per quarter. Documentation regarding annual servicing shall be provided to the Division of Real Properties.
- 4. The Lessor shall insulate exterior walls at a minimum R-13 or equivalent and the ceiling at a minimum R-38 or equivalent. Weather stripping and/or other suitable insulation shall be applied to all doors and windows and all other exterior of the leased space. This shall be inspected on an annual basis and repaired/replaced as necessary. Windows shall be installed or replaced with Low E/ENERGY STAR qualified windows. The lessor shall provide documentation identifying the type/rating of installed windows. The Lessor shall provide mini-blinds for all windows.
- 5. 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}.
- 6. 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 (R-11 or equivalent) or soundboard in interior walls if/where indicated on the floor plan. All walls shall be drywalled and painted or repainted a scrubbable neutral color latex enamel paint with either a satin or eggshell finish in conjunction with the floor covering replacement defined in item # 5 below. 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.
- 2. The Lessor shall install a chair rail at a height of 32" from the floor in the reception area and large conference room.
- 3. An acoustical tile ceiling shall be installed at a height of 9'.
- 4. Rest rooms must comply with ADA requirements and be furnished with hot and cold water, toilet tissue holders, soap dispensers, paper towel dispensers, and mirrors. Prior to installation, verify with the using agency the type of dispensers required for products currently on Commonwealth of Kentucky price contract. Water fountain(s) shall be installed as shown on the floor plan, or as approved by the Department of Housing, Buildings, & Construction.

- 5. Vinyl composition tile (VCT) shall be installed where indicated on the floor plan, neutral color commercial grade 28 oz. carpet squares shall be installed where indicated on the floor plan.
- 6. The Lessor shall provide lockable doors where indicated on the floor plan. All exit doors require push bars or push pads hardware. The door(s) between the Reception Area and the Main Office shall be a solid-core wood door or metal door with a metal frame and vision panel, and automatic door closer and shall be equipped with a keypad and remote buzzer.
- 7. The Lessor shall provide a sink and counter in the break room, with cabinets above and below, if/as shown on the floor plan.
- 8. Water Sense labeled products shall be installed as applicable (i.e. restroom, breakroom fixtures, etc.). (See www3.epa.gov/watersense/index.html). Product information (e.g., maximum flow rates, gallons per flush, etc.) shall be provided to the Division of Real Properties prior to installation. Water heaters may be replaced with point of use/demand heaters where feasible and must be appropriately sized for restroom(s), break room(s), and offices or other spaces supplied with water. Water heaters may alternatively be replaced with ENERGY STAR certified water heaters. Upon completion of renovations or construction, the lessor must supply confirmation of the installation of certified/qualified products to the Division of Real Properties. This requirement may be waived for laboratory facilities subject to specific requirements of the tenant agency and approval from the Division of Real Properties.
- 9. The Lessor shall provide in the janitorial closet, shelving at a height of 54" from the floor, and a built-in floor sink with drain at a height of 10" to 12" from the floor.
- 10. The Lessor shall provide reserved parking for <u>84</u> agency staff and visitors, plus accessible space(s) as required by the Department of Housing, Buildings, & Construction. 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.
- 11. 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. Adequate recessed fluorescent lighting shall be installed for office use, including telephone/storage rooms, with separate light switches for each room Light fixtures shall be installed (or all existing fixtures shall be replaced) with T-8 fixtures equipped with direct replacement LED lamps. Alternatively, fixtures may be replaced with LED Contemporary Architectural Troffers or equivalent fixtures. Alternate fixture types may be proposed by the lessor provided that adequate lighting levels are maintained for the proposed facility use and a similar level of efficiency can be documented. The lessor will be responsible for supplying/replacing lamps as required. Sufficient fixtures must be installed to provide adequate lighting levels for the application (e.g., office, storage, clinical/laboratory, etc.).
- 2. All exit and directional lights shall be the LED type.
- 3. Appropriate electrical and telephone outlets are to be installed where indicated on the floor plan. The Lessor shall also 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. <u>NOTE</u>: The third wire, or ground wire, in this circuit shall be connected to earth/ground. The Lessor shall install a 5/8", 4' x 8' sheet of plywood (painted black) on the wall in the telephone equipment room for each telephone system installed. If space permits, the plywood will be mounted horizontally.
- 5. 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.
- 6. 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.

- 7. The Lessor shall be responsible for providing a closable HVAC vent and cold air return for the telephone equipment room.
- 8. Conduit, cable tray, or raceway fill rate is to comply with the National Electrical Code.
- 9. 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.
- 10. 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.
- 11. 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. Similar conduit installations shall be provided above the ceiling for network camera (2) installations above the ceiling in the Assessment and Visitation Rooms where indicated on the floor plan. 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

- 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 exterior front of the building shall have a professional office appearance; with street number(s) of subject building displayed prominently.
- 3. 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.
- 4. The Division of Real Properties and/or the using agency reserves the right to inspect the facility at any time during construction/renovations/occupation.
- 5. The Lessor understands PR-5297 will expire on June 30, 2025.

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 Cabinet for Health & Family Services that all renovations have been satisfactorily completed, the lease effective date will be established by signature of the Director, Division of Real Properties, upon the lease document.

ACKNOWLEDGED BY:	ACKNOWLEDGED BY:	
Cabinet for Health & Family Services Date	Mohans 1, 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 Holly M. Johnson
SECRETARY

Charles O. Bush, Jr.
INTERIM COMMISSIONER

Natalie W. Brawner

MEMORANDUM

TO: Natalie W. Brawner, Director

Division of Real Properties

FROM: Michael Lynn, Property Management Program Analyst

Division of Real Properties

DATE: April 2, 2025

SUBJECT: PR-5874, Scott County

Cabinet for Health & Family Services

The Cabinet for Health & Family Services currently occupies 13,847 square feet of space under PR-5297, leased at a rental rate of \$9.23 per square foot (\$127,807.80 annually) excluding all utilities and janitorial services, with a term expiring June 30, 2025. During the Fiscal Year 2026 renewal cycle, the lessor advised that they would require a rental rate increase. Per KRS 56.803, a competitive bid project was initiated with one (1) best and final proposal submitted as follows:

1. Mohan1, LLC, proposed to lease 13,847 square feet of space at a rental rate of \$13.00 per square foot (\$180,011.00 annually), excluding all utilities and janitorial services, with a term expiring June 30, 2030.

Per KRS 56.803(15)(b), efforts to negotiate more favorable terms for the agency were not successful with the lessor, and subsequent to review of the offered proposal, the Cabinet for Health & Family Services has recommended the proposal submitted by the current lessor (Mohan1, LLC). Pursuant to applicable provisions of KRS 56.803, the attached lease agreement therefore provides for the use of 13,847 square feet at a rental rate of \$13.00 per square foot (\$180,011.00 annually), excluding all utilities and janitorial services, with a term expiring June 30, 2030. Per KRS 56.823, Capital Projects and Bond Oversight Committee approval is required for the proposed lease agreement prior to execution, and your approval is recommended to secure continued use of the office space as requested by the Cabinet for Health & Family Services.

Should you require additional information, please advise.

APPROVED: Natalie W. Brawner, Director

NWB/ML/ml





Andy Beshear
GOVERNOR

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

Holly M. Johnson
SECRETARY

Charles O. Bush, Jr.
INTERIM 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

Division of Real Properties

DATE: April 14, 2025

SUBJECT: FY26 Lease Renewal in Excess of \$100,000

During the regular renewal cycle processing for Fiscal Year 2026, the Division of Real Properties, Leased Properties Branch has secured various lease renewals for an additional year or years at the existing terms of the leases that were previously set to expire June 30, 2025. Pursuant to KRS 56.823(2), since the annual lease cost equals or exceeds \$100,000.00, the following leases are being reported to the Committee.

F	FY26 LEASE RENEWALS GREATER THAN \$100,000 AS OF APRIL 14, 2025							
PR NUMBER	Department Name	Vendor Name	Cost Per SQ FT	Square FT	County Name	Amount - Annual Rent	Renewal Year	
PR-2591	Unified Prosecutorial System	LOUISVILLE/ JEFFERSON CO METRO GOV	\$16.55	24233	JEFFERSON	\$401,056.16	2026	
PR-2829	HEALTH AND FAMILY SERVICES	Montgomery County Fiscal Court	\$13.50	11544	MONTGOMERY	\$155,844.00	2026	
PR-4432	HEALTH AND FAMILY SERVICES	ROWAN CENTER PROPERTIES LLC	\$11.35	20000	SHELBY	\$227,000.00	2033	
PR-5501	HEALTH AND FAMILY SERVICES	WILLIAM R. FOWLER	\$19.00	11324	GREENUP	\$215,156.00	2033	



Lease Renewals Over \$100,000 April 14, 2025 Page 2

PR NUMBER	NAME	VENDOR NAME		FŤ		ANNUAL AMOUNT	Renewal Year
PR-5683	Transportation Cabinet	Louisville Jefferson County Metro Government			JEFFERSON	, ,	
PR-5723	Transportation Cabinet	Cumberland Gap Properties LLC	\$4.23	39,684	WHITLEY	\$168,000.00(R)	2028

CC: Capital Construction Log, OSBD, PR Files

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

of the and agree	1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between UNIFIED PROSECUTORIAL SYSTEM and LOUISVILLE/JEFFERSON CO METRO GOVERMENT 745 WEST MAIN ST, 3RD FLOOR LOUISVILLE, KY 40202 by mutual agreement, is hereby renewed at the same terms and conditions for further periods of twelve (12) months not to extend beyond June 30 please check and initial your choice on the appropriate line):									
		2026	2027	_	2028 _			2029 _		
		2030	2031		2032 _			2033		
The a	annual base	e rental rate shall rema	in \$ 16.55 per square for	ot for 242	33 square	feet for of	fice spa	ace.		
L	EASE N	UMBER: PRO	2591	LOCA	ATION:					
С	OUNTY	: JEFFERSO	N	1	V LIBER1 SVILLE,					
A	DDEND	UM ATTACHED:	: NO (Lessor mus	st sign /	Addendu	m if atta	ched)			
	The Lessor a in stock, in p Agreement.	agrees to notify the Commartnership, in business tr	nonwealth of all persons owni ust, or in corporation, includir	ing, or upoi ng silent or	n any change timited partn	or transfer ers. Non-co	of owner ompliance	ship involving e may result ir	five percent (5% n termination of	b) or more the Lease
			operty may be inspected by t life safety and ADA accessibil		of Building (Codes Enfo	rcement	and/or the Sta	ite Fire Marshal	and must
	Accounts, and records, or or or prequalification exempt from received during between the	nd the Legislative Resear other evidence, which ar on information confidenti disclosure as provided in ing a financial audit or pro contractor and the contra	5A.030 (9) agrees that the corch Commission, or their duly re directly pertinent to this could ally disclosed as part of the KRS 61.878(1)(c). The contral or the contral review shall be subject acting agency, Attorney Generation Cabinet shall review the	y authorize contract for bid proces actor also r to the Kenral, or the	d representar the purpose is shall not be ecognizes that tucky Open Radditor of Put	tives, shall e of financia e deemed a at any books ecords Act, blic Account	have accept audit of all audit	cess to any bo or program re- y pertinent to ents, papers, re 870 to 61.884. ocuments that	ooks, documents view. Records a the contract and ecords, or other . In the event of are eligible for p	s, papers, and other d shall be evidence, a dispute production
	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.									
Anr	nual Am	ount \$ 401056.	16	Æi	M ESSOR	uh	5	<u> </u>	-11-21 17	f
Comn	nonwealth of	Kentucky - LEASING AG	ENCY REPRESENTATIVE	Œ	502-6	TH-(00 NUI	MBER		
ATTO	RNEY, FINA	INCE & ADMINISTRATIO	ON CABINET	Ni	EW ADDRES	S Only If the	e above ac	ddress Is Incorre	ct	
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SECRETARY, FINANCE & ADMINISTRATION CABINET

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

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

Lease No.: PR-2591	County: Jefferson							
Using Agency: Unified Prosecutorial System								
Lessor (identify all parties having 5% or more ownership):	Louis	ville Jeffers	on County Metro Government					
Attached extra sheet if necessary								
Property Location: 514 West Liberty, Louisville, KY								
Check One: New Lease Renewal Modification								
Type Space: Office		Cost Per Square Foot: \$16.55						
Annual Rental Cost: \$401,056.16		Average Cost Per Square Foot of Leased-In Space in County: \$12.92						
Utilities Included: Xes No								
Cancellation Clause: Yes If yes, explain term	s: 30 I	Days	☐ No If no, explain why not:					
Effective Date: July 1, 2025		Expiration Date: June 30, 2026						
Justification for Lease: Lease renewal								
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:								
Explain why the Finance & Administration	n Cabi	net chose th	nis lessor: Lease renewal					

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

of the MOI and	Subject to the limitations imposed by the parties (or their representatives), the parties (or their representatives), the parties of two conditions for further periods of two repriate line):	ne following described Le	ease Agr NG. KY 4	eement by and betwe 10353 by mutual agre	en HEA ement, i	s hereby renewed at the same te	erms		
	2026 CMH	2027	_	2028		2029			
	2030	2031	_	2032		2033			
The	annual base rental rate shall remain	\$ 13.50 per square foo	ot for 11	644 square feet for o	ffice sp	pace.	_,		
ı	EASE NUMBER: PR02	829	LOCA	ATION: CALIN	ct F	or FAMILY Services			
(COUNTY: MONTGOMERY			LOCUST ST NT STERLING,	KY				
	ADDENDUM ATTACHED:	NO (Lessor mus	t sign	Addendum if atta	ached)			
2.	The Lessor agrees to notify the Commo in stock, in partnership, in business trus Agreement.	nwealth of all persons owni t, or in corporation, includin	ng, or upo ng silent o	n any change or transfer limited partners. Non-	er of owner complian	ership involving five percent (5%) or r ce may result in termination of the Lo	more ease		
3	The Lessor acknowledges that his prop comply with all applicable standards (life	erty may be inspected by to safety and ADA accessibile	he Divisio ity).	n of Building Codes Enf	orcemen	t and/or the State Fire Marshal and i	must		
4	The contractor, as defined in KRS 45/A Accounts, and the Legislative Research records, or other evidence, which are prequalification information confidentiall exempt from disclosure as provided in K received during a financial audit or progressive the contractor and the contract and review, the Finance and Administra	or their duly directly pertinent to this or ly disclosed as part of the RS 61.878(1)(c). The contraram review shall be subject	authorized and authorized actor also the Kerral or the	ed representatives, snaintreament of finances of finances shall not be deemed recognizes that any boolutucky Open Records Ac Auditor of Public Accounts	ii nave a cial audit as direc ks, docur ct, KRS 6 nts over	or program review. Records and counterts, pay or program review. Records and chat the program records, or other evide 1.870 to 61.884. In the event of a dis documents that are eligible for productions	other all be ence, spute ction		
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 fit partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legarithed to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either a 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 applical 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 certification has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Modificate Agreement he will not be in violation of the campaign finance laws of the Commonwealth.									
An	nual Amount \$ 155844		ī	ESSOR	01	um /	1		
	Astrud Masterson 1/29/2025			859-498-8707					
Con	nmonwealth of Kentucky - LEASING AGE	NCY REPRESENTATIVE	L	ESSOR'S CURRENT P	HONE N	UNDER			
ATTORNEY, FINANCE & ADMINISTRATION CABINET				NEW ADDRESS Only if the above address is incorrect					

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-2829	County: Montgomery							
Using Agency: Cabinet for Health & Family Services								
Lessor (identify all parties having 5% or	Mont	tgomery Co	ounty Fiscal Court					
more ownership): Attached extra sheet if necessary								
Attached extra sheet if necessary								
Property Location: 108 East Locust Street, Mount Sterling,	KY							
Check One: New Lease Ren	ewal	Modif	fication					
Type Space: Office		Cost Per Square Foot: \$13.50						
Annual Rental Cost: \$155,844.00		Average Cost Per Square Foot of Leased-In Space in County: \$15.10						
Utilities Included: Xes No								
Cancellation Clause: Yes If yes, explain terms	s: 30 E	Days	No If no, explain why not:					
Effective Date: July 1, 2025		Expiration Date: June 30, 2026						
Justification for Lease: Lease renewal								
Has the Finance & Administration Cabinet complied with statutory requirements: ∑ Yes ☐ No If no, explain:								
Explain why the Finance & Administration	n Cabi	net chose th	is lessor: Lease renewal					

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

of the RON and	ne parties (d WAN CENT	or their representatives) ER PROPERTIES LLC for further periods of t	the following PO BOX 1	ng described Le	ase Agre E, KY 4 0	eement by and between 1066 by mutual agree	een HEA	nd as designated below by signatu ALTH AND FAMILY SERVICES are shereby renewed at the same term neck and initial your choice on the same term in the same in the same term in th	nd ns
		2026	2	027	, [2028		2029	
		2030	2	031		2032	C	2033	
The	annual bas	se rental rate shall rema	in \$ 11.35	per square foot	for 200	00 square feet for o	ffice sp	pace.	
1	LEASE N	NUMBER: PRO	4432		LOCA	TION:			
	COUNTY: SHELBY					RUSHMORE BYVILLE, KY			
,	ADDEND	OUM ATTACHED	NO (Lessor must	sign A	Addendum if atta	ached))	
2.		partnership, in business tr						ership involving five percent (5%) or mo ce may result in termination of the Lea	
3.		acknowledges that his pro all applicable standards (of Building Codes Enf	orcement	t and/or the State Fire Marshal and mu	ıst
4.	Accounts, a records, or prequalifica exempt fron received du between the	and the Legislative Resea other evidence, which a tion information confidenti in disclosure as provided in tring a financial audit or pro e contractor and the contra	rch Commiss re directly pi ally disclose KRS 61.878 gram review acting agency	sion, or their duly a ertinent to this cond d as part of the binormal (1)(c). The contract shall be subject to y, Attorney Genera	authorized ntract for d process tor also re the Kent I, or the A	d representatives, shal the purpose of finance shall not be deemed ecognizes that any book ucky Open Records Ac auditor of Public Account	I have activated the land the	inistration Cabinet, the Auditor of Pub coess to any books, documents, paper or program review. Records and oth thy pertinent to the contract and shall ments, papers, records, or other evidence 1.870 to 61.884. In the event of a dispu- documents that are eligible for production ordance with Secretary's Order 11-004.	rs, er be æ, ite
5.	partnership entitled to e conflict of in statute or protection that he has	, corporation, business truenter into contracts with the terest statute (KRS 45A. rinciple by the performance	st or other o he Common 330 - 45A.34 of this Leas y provision o	rganization is invol wealth of Kentuck 10 or 45A.990) of t e, or will he realize of the campaign fin	ved, then y and tha the Execuany unlay ance law	"he" is construed to m t by holding and perfor tive Branch Code of E vful benefit or gain direc of the Commonwealth	ean any ming this thics, KF ctly or in o	an one person in involved; and, if a fin person with an interest therein) is lega s contract will not be violating either a RS Chapter 11A, or any other applicat mectly from it. The Lessor further certifi t by entering into this Lease Modificati	lly ny ole es
An	nual Am	nount \$ 227000			LE	Randa	ee s	¿ Shivers	
		erson 2/27/2025 of Kentucky - LEASING AG	SENCY REP	RESENTATIVE	LE	SOR'S CURRENT P	HONE N		
ĀTĪ	ORNEY, FIN	ANCE & ADMINISTRATIO	ON CABINET		NE	EW ADDRESS Only #1	the above	address is incorrect	

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-4432	County: SHELBY								
Using Agency: Cabinet for Health & Family Services									
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	VAN CENT	TER PROPERTIES LLC							
Property Location: 31 MT RUSHMORE, SHELBYVILLE,	KY								
Check One: New Lease Rend	ewal	Modi	fication						
Type Space: Office		Cost Per Square Foot: \$11.35 Average Cost Per Square Foot of Leased-In							
Annual Rental Cost: \$227,000.00		Space in County: \$12.59							
Utilities Included: Yes No									
Cancellation Clause: Yes If yes, explain terms	s: 30 D	Days	☐ No If no, explain why not:						
Effective Date: July 1, 2025		Expiration Date: June 30, 2033							
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

WII	the parties (or their representatives), LLIAM R. FOWLER 408 BOOKER additions for further periods of twelve (b):	the following described ROAD SPRINGFIELD, I	Lease Agr KY 40069	eement by and bet	ween HEA l	TH AND FAMIL	LY SERVICES and
	2026	2027	_	2028	_	2029	
	2030	2031		2032		2033	
The	e annual base rental rate shall remai	n \$ 19.00 per square fo	oot for 113	24 square feet for	office spa	ce.	
	LEASE NUMBER: PRO	5501	LOCA	ATION:			
	COUNTY: GREENUP			- WAY ENUP, KY			
		· · · · · · · · · · · · · · · · · · ·					
1	ADDENDUM ATTACHED:	NO (Lessor mu	st sign A	Addendum if at	tached)		
2.	The Lessor agrees to notify the Comm in stock, in partnership, in business true Agreement.	onwealth of all persons owr	ning, or upor ing silent or	n any change or trans limited partners. Nor	fer of owners	ship involving five permay result in tem	percent (5%) or more nination of the Lease
3.	The Lessor acknowledges that his pro comply with all applicable standards (life	perty may be inspected by fe safety and ADA accessib	the Division ility).	of Building Codes E	nforcement a	and/or the State Fi	re Marshal and must
4.	The contractor, as defined in KRS 45 Accounts, and the Legislative Research records, or other evidence, which are prequalification information confidentia exempt from disclosure as provided in I received during a financial audit or probetween the contractor and the contract and review, the Finance and Administration	ch Commission, or their dule directly pertinent to this ally disclosed as part of the KRS 61.878(1)(c). The control of the con	ly authorized contract for bid process ractor also ret to the Kenteral, or the A	d representatives, she the purpose of final second to be deeme ecognizes that any boucky Open Records Auditor of Public Accordance.	all have acc ncial audit of d as directly oks, docume Act, KRS 61.8	ess to any books, r program review. r pertinent to the conts, papers, record 370 to 61.884. In the compents that are seen to the compents that are seen to the compents that are seen to the table of the compents that are seen to the compents the compents the compents that are seen to the compents the compents that are seen to the compents the comp	documents, papers, Records and other contract and shall be is, or other evidence, he event of a dispute
5.	The Lessor certifies by his signature harmonial partnership, corporation, business trus entitled to enter into contracts with the conflict of interest statute (KRS 45A.3 statute or principle by the performance that he has not knowingly violated any Agreement he will not be in violation of	t or other organization is investional to the commonwealth of Kentul 30 - 45A.340 or 45A.990) of this Lease, or will be really provision of the campaign	volved, then cky and that of the Execute ze any unlay finance law	"he" is construed to t by holding and perf tive Branch Code of vful benefit or gain dir- of the Commonwealt	mean any pe forming this of Ethics, KRS ectiv or indire	erson with an inter- contract will not be Chapter 11A, or ectly from it. The L	est therein) is legally e violating either any any other applicable
An	nual Amount \$ 215156		_	William	RA	m/cm	
	Astrud Masterson	1/29/2025	LE	\$399 -	314-	667	7 9
Com	nmonwealth of Kentucky - LEASING AGE	NCY REPRESENTATIVE	LE	SSOR'S CURRENT	PHONE NUM	MBER	
ATT	ORNEY, FINANCE & ADMINISTRATION	CABINET	NE	W ADDRESS Only h	f the above ad	dress Is Incorrect	
			<u>-</u>				

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-5501		County: G	reenup	
Using Agency: Cabinet for Health & Family Services				
Lessor (identify all parties having 5% or Will		am R. Fow	ler	
more ownership): Attached extra sheet if necessary				
Property Location: 20 Lil Way, Greenup, KY 41144				
Check One: New Lease Ren	ewal	Modif	ication	
Type Space: Office			quare Foot: \$19.00	
Annual Rental Cost: \$215,156.00		Average Cost Per Square Foot of Leased-In Space in County: \$16.22		
Utilities Included: Yes No				
Cancellation Clause: Yes If yes, explain terms: 30 D		Days	No If no, explain why not:	
Effective Date: July 1, 2025		Expiration Date: June 30, 2033		
Justification for Lease: Lease renewal		l		
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:				
Explain why the Finance & Administration and modification): Lease renewal	n Cabir	net chose thi	s lessor (see attached approval memo	

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

of the parties (or their representatives), the following described to the control of the parties	orth in the original Lease Agreement, and as designated below by signature cribed Lease Agreement by and between TRANSPORTATION and EST MAIN ST, 3RD FLOOR 3501 LOUISVILLE, KY 40202 by mutual s for further periods of twelve (12) months not to extend beyond June 30			
2026 2027	2028 2029			
2030 2031	2032 2033			
The annual base rental rate shall remain \$ 15.00 per square foo	ot for 7594 square feet for office space.			
LEASE NUMBER: PR05683	LOCATION:			
COUNTY: JEFFERSON	3501 ROGER E SCHUPP STREET LOUISVILLE, KY			
ADDENDUM ATTACHED: NO (Lessor mus	t sign Addendum if attached)			
 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			
The Lessor acknowledges that his property may be inspected by the comply with all applicable standards (life safety and ADA accessibilities).	he Division of Building Codes Enforcement and/or the State Fire Marshal and must ity).			
4. 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 duty 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.				
partnership, corporation, business trust or other organization is inventified 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, olived, then "he" is construed to mean any person with an interest therein) is legally sky 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 to 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.			
Annual Amount \$ 113910 Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE	LESSOR'S CURRENT PHONE NUMBER			
ATTORNEY, FINANCE & ADMINISTRATION CABINET	NEW ADDRESS Only If the above address is incorrect			

SECRETARY, FINANCE & ADMINISTRATION CABINET
All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Suite 300, 403 Wapping Street, Frankfort, Kentucky 40601-2807, phone 502/564-2319.

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-5683		County: J	efferson
Using Agency: Transportation Cabinet			
	Louis	ville Jeffers	on County Metro Government
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary			
Property Location: 3501 Roger E Schupp Street, Louisville,	, KY		
Check One: New Lease Ren	ewal	Modi	fication
Type Space: Office		Cost Per Square Foot: \$15.00	
Annual Rental Cost: \$113,910.00		Average Cost Per Square Foot of Leased-In Space in County: \$12.92	
Utilities Included: X Yes No			
Cancellation Yes If yes, explain terms: 30		Days	☐ No If no, explain why not:
Clause:			, ,
Effective Date: July 1, 2025		Expiration Date: June 30, 2026	
Justification for Lease: Lease renewal			
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:			
Explain why the Finance & Administration	n Cabi	net chose th	nis lessor: Lease renewal

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

of th	e parties (or their representatives), the following described Le P PROPERTIES LLC PO BOX 128 BARBOURVILLE, KY ditions for further periods of twelve (12) months not to extend	orth in the original Lease Agreement, and as designated below by signature as a Agreement by and between TRANSPORTATION and CUMBERLAND 40906 by mutual agreement, is hereby renewed at the same terms and beyond June 30 (please check and initial your choice on the appropriate
	2026 2027	2029
	2030 2031	2032 2033
The	annual base rental rate shall remain \$ 0.00 per square foo	t for 0 square feet for office space.
1	LEASE NUMBER: PR05723	LOCATION:
	COUNTY: WHITLEY	16 PERKINS STREET WOODBINE, KY
1	ADDENDUM ATTACHED: NO (Lessor mus	t 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 compty with all applicable standards (life safety and ADA accessibility).	ne Division of Building Codes Enforcement and/or the State Fire Marshal and must try).
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 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 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 disputeral, 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.
6.	partnership, corporation, business trust or other organization is inventitied 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 be realized.	he 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 untawful 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	pual Amount \$ 168000	LESSON (206-215-0007
Con	monwealth of Kentucky - LEASING AGENCY REPRESENTATIVE	LESSOR'S CURRENT PHONE NUMBER
ĀTĪ	ORNEY, FINANCE & ADMINISTRATION CABINET	NEW ADDRESS Only if the above address is incorrect

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE RENEWAL WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-5723		County: Whitley	
Using Agency: Transportation Cabinet	-		
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		berland Gap Properties	
Property Location: 16 Perkins Street, Woodbine KY			
Check One: New Lease Reno	ewal	Modification	
Type Space: Office and Warehouse 37,329 Square Feet of Warehouse Space 2,355 Square Feet of Office Space		Cost Per Square Foot: \$14,000.00 Monthly (\$4.23 equivalent rate when applied to office/warehouse area only)	
Annual Rental Cost: \$168,000.00 Utilities Included: Yes No		Average Cost Per Square Foot of Leased-In Space in County: \$11.75 office/\$4.23 warehouse	
Cancellation Clause: Yes If yes, explain terms	s: 30 D	Days If no, explain why not:	
Effective Date: July 1, 2025		Expiration Date: June 30, 2028	
Justification for Lease: Lease renewal	U.		
Has the Finance & Administration Cabinet complied with statutory requirements: Yes No If no, explain:			
Explain why the Finance & Administration	n Cabii	inet chose this lessor: Lease renewal	



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

Charles O. Bush, Jr. INTERIM COMMISSIONER

Natalie W. Brawner DIRECTOR

MEMORANDUM

TO: Katherine Halloran, Committee Staff Administrator

Capital Projects and Bond Oversight Committee

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

DATE: April 14, 2025

SUBJECT: PR-5866, Franklin County

Secretary of State

KRS 56.823 (11)(a) Lease Modification Report

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

PR-5866, Franklin County

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

NWB/CY Attachment

Cc: Capital Construction Log

OSBD

PR-5866 File

CTY



COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

Rainier Frankfort Acquisitions, LLC PR NUMBER, COUNTY PR-5866, FRANKLIN COUNTY			
LESSOR	•	PR NUMBER, COUNTY	PR-5866, FRANKLIN COUNTY
		VENDOR NUMBER	KY0047311
	C/O Paul Ray Smith	AGENCY/DEPARTMENT	Secretary of State
	Lexington KY 40503	DIVISION	
ADDRESS		DATE	March 31, 2025
ADDILLOO		BUILDING CODE #	90828003

- 1. Lease Agreement number **PR-5866**, **Franklin County** (document) dated **March 31**, **2025**, is hereby modified as set forth in Paragraph 2.
- 2. This Lease is modified as follows:
 - 1. To amortize the \$102,385.56 portion of cost for renovations to the leased premises per attached estimate from NAI Issacs/Central Kentucky Roofing and Contracting (Grass Masters), 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, 2030. 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 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.

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

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE LEASE MODIFICATION AMORTIZATION

Date Posted in 30-Day Register:				
Lease No.: PR-5866		County: Franklin		
Using Agency: Secretary of State				
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		r Frankfort Acquisitions, LLC		
Property Location: 1025 Capital Center I	Orive, Fr	ankfort, Kentucky		
Existing Rental Terms				
Type Space: Office		Square Feet: 12,746		
Annual Payment: \$127,460.00		Contract Expiration: June 30, 2029		
Modified Rental Terms				
Type Space: Office		Square Feet: 12,746		
Annual Payment: \$127,460.00		New Contract Expiration: June 30, 2030		
Total Cost to be Amortized: \$102,385.56				
Projected Period of Amortization – Effecti	ve: TBD	Through June 30, 2030 (approximately 60 months)		
Reason for Modification (see attached approval memo and modification): Please see attached.				
Estimate Details (see attached copies):				
(1) NAI Issacs for \$208,997.00				
(2) Central Kentucky Roofing & Contral Kentucky	racting (C	Grass Masters) for \$187,814.64 (including Lessor fee)		

DD =000 0town of Ototo		205	10.740
PR-5866 Secretary of State Demo	¢25 050 00	PSF	12,746
	\$25,950.00		
Ceiling Work	\$13,440.00		
Framing and Insulating	\$28,600.00		
IT Room	\$2,200.00		
Door Hardware	\$3,000.00		
Electrical Work	\$32,400.00		
Paint	\$14,900.00		
Millwork	\$9,117.00		
Carpet and VCT	\$20,220.00		
Sprinkler Work	\$9,400.00		
HVAC and minisplit	\$14,688.00		
Plumbing	\$7,117.00		
Dumpsters and Cleaning	\$3,100.00		
SubTotal Landlord	\$83,754.00		
SubTotal Tenant	\$100,378.00		
CM Landlord	\$1,675.08		
CM Tenant	\$2,007.56		
Total	\$187,814.64	\$14.74	
Landlord Portion	\$85,429.08	\$6.70	
Tenant Portion/Amortized	\$102,385.56	\$8.03	
Highest Current Rent	\$10.00 PSF		
07/01/25-06/30/30 (5)	Monthly	Annually	PSF

Rent

Total

Amortization thru 06/30/30

\$10,621.67 \$127,460.00

\$1,706.43 \$20,477.11

\$12,328.09 \$147,937.11

\$10.00

\$1.61

\$11.61

Estimate

Estimate #1009 **Date:** 01/27/2024

Central Kentucky Roofing & Contracting 2417 Regency Road Ste D Lexington, Ky 40503 (270) 401-6896

To:

NAI Isaac Commercial Properties

1025 Capital Complex	
Secertary Of State	

Demo	Demo old carpet, demo ceiling as needed & demo walls.	9.99	\$25,950.00
Ceiling Repair	Rebuild ceiling grid as needed from walls being moved.		\$13,440.00
Framing + Insulating Walls	Frame new walls with metal studs, install and finish 5/8 drywall and insulate new walls as required.		\$28,600.00
IT room	Install ¾ plywood and fire-retardant paint		\$2,200.00
Door Hardware	Install new locking door hardware and passage locks as requested.		\$3,000.00
Electrical Work	Install 20-amp duplex outlets as requested, clean up electrical as needed from demo work, install dedicated 220 outlets as requested, new exit, directional and motion lights as requested		\$32,400.00
	Replace all fluorescent lights with new flat 2x4 lights.		
Paint	Overall paint for 12,746: Color Steamed Milk		14,900.00
Millwork	Install new office doors and relocate doors as plans specify.		\$9,117.00
Carpet & VCT	Prepare all floors and install carpet (Herlad) and VCT in the requested rooms. Install 4" cove base in all rooms.		\$20,220.00
Sprinkler work	Relocate and rework sprinkler heads and lines as needed from demo.		\$9,400.00
HVAC	Re-work duct and supply vents after demo work to make sure all rooms are balanced with heat/ac load Install Diakin 12000BTU mini split system for the server room as requested		\$14,688.00
Plumbing	Install half bath to include commode, sink, grab bars, bucket pump. All will be within ADA compliance.		\$7,117.00
Dumpsters & Cleaning	We will need (3) dumpster for this job. We will clean the job site daily and do a final site clean (white glove) of the space upon completion.		\$3,100.00
Exclusions	Voice over, badge entry's, cabinets or new shelving		
		Subtotal	\$184,132.00

Sales Tax	0.00
Total	\$184,132.00

Thank you for your business!



February 6, 2025

Rainier Frankfort Acquisitions, LLC Paul Ray Smith Jr., Receiver 771 Corporate Drive, Suite 500 Lexington, KY 40503

RE: PR-5866 Secretary of State Office

Dear Paul Ray Smith, Jr.,

For the sum of One Hundred Two Hundred, Eleven Thousand, Two Hundred Ninety-One (\$211,291). Improvement dated June 12, 2024.

If you have any questions or to further discuss this proposal, please contact me at 859-224-2000.

Sincerely,

Jennifer Pennington Property Manager



February 6, 2025 (revised 02 20 25)

Jennifer Pennington

Rainier Frankfort Acquisitions, LLC, Paul Ray Smith Jr, Receiver c/o NAI Isaac 771 Corporate Drive, Suite 500 Lexington, KY 40503

RE: PR-5866 Secretary of State – 1025 Capital Center Drive, 2nd Floor, Frankfort, KY

NAI Isaac proposes to perform the following work based on the request and plans for 12,746 SF of space located at the address mentioned above, submitted by Division of Real Properties for the agency referenced above for the sum of Two Hundred Eight Thousand, Nine Hundred, Ninety-Seven Dollars (\$208,997.00).

Demolition (walls, carpet and ceiling	\$29,214
Ceiling Rework	\$15,140
Framing/Insulation	\$32,195
Door Hardware	\$3,395
Electrical	\$36,470
Paint	\$16,783
Millwork	\$10,277
Flooring (carpet and vct)	\$22,768
Sprinkler Rework	\$10,575
HVAC Rework	\$16,524
Plumbing	\$8,074
Dumpsters/Cleaning	\$3,261
Contracting Fee	\$4,094
TOTAL	\$208,997

If you have any questions or concerns, please contact me at 859-224-2000.

Dated	
Dated	
	Dated



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

Charles O. Bush, Jr.
INTERIM COMMISSIONER

Natalie W. Brawner

MEMORANDUM

TO: Natalie W. Brawner, Director

Division of Real Properties

FROM: Calleen T. Yett, Leased Properties Branch Manager

Division of Real Properties

DATE: March 31, 2025

SUBJECT: PR-5866, Franklin County

Secretary of State

Lease and Lease Modification

The Secretary of State currently occupies state owned space in the Kentucky State Capitol Building in Frankfort, Kentucky, and due to the upcoming Capitol renovation project, the agency must be relocated. The Secretary of State submitted a space request, which indicated a need for approximately 12,017 square feet of office space. A review of state owned and leased space was conducted, and it was determined the most suitable space to accommodate the agency was in a building occupied by multiple state agencies, including the Kentucky State Police (reference PR-5456 Franklin). Upon review of the floor plans and specifications for the proposed space, the lessor has consented to lease 12,746 square feet of space at the same terms and conditions of PR-5456, which is permitted under KRS 56.813(1). Therefore, the attached lease agreement provides for the use of 12,746 square feet of office space at a rental rate of \$10.00 per square foot (\$127,460.00 annually), excluding utilities and janitorial services with a term expiring June 30, 2029.

Further, it was determined that renovations are necessary to accommodate the Secretary of State within the proposed leased space which includes demolition, ceiling work, framing and insulating, IT room, door hardware, creation of a restroom, electrical, drywall, window treatment, new interior door hardware modifications, sprinkler work, and HVAC. Two estimates have been provided for with one from NAI Issacs for \$208,997.00 and the other from Central Kentucky Roofing & Contracting (Grass Masters) \$187,814.64, which includes lessor oversight fee. With the total renovation cost of \$187,814.64 by Central Kentucky Roofing & Contracting, the lessor has agreed



Memo to: Natalie Brawner, Director PR-5866, Franklin County Secretary of State March 31, 2025 Page Two

to absorb \$85,429.08 of that cost with the agency's remaining cost of \$102,385.56. The Secretary of State has recommended approval of the proposal with \$102,385.56 to be amortized over the lease term in accordance with applicable provisions of KRS 56.813(2) as defined below.

In accordance with applicable provisions of KRS 56.813(2), the attached lease modification provides for the amortization of \$102,385.56 in renovation expenses. The anticipated amortization period of sixty (60) months results in estimated monthly cost of \$1,706.43R for 59 monthly payments and one monthly payment of \$1,706.19. This results in an annual amortization cost of \$20,477.16 and an annual rent cost of \$127,460.00 for a total annual lease and amortization cost of approximately \$147,937.16 with a new term through June 30, 2030. Pursuant to KRS 56.823(11)(a), Capital Projects & Bond Oversight Committee reporting is required for the proposed lease modification. Your approval of the attached lease and lease modification is recommended to secure suitable space as requested for the Secretary of State.

If you require additional information, please advise.

APPROVED:

Natalie W. Brawner, Director

NWB/CTY Attachment