



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

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

DATE: August 12, 2025

SUBJECT: PR-5785, Graves County
Cabinet for Health & Family Services
Annual Rental Exceeding \$100,000.00

Pursuant to KRS 56.823 (2), attached please find notification of a lease agreement being processed by the Leased Properties Branch.

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

NWB/CTY
Attachment

CC: OSBD
PR-5785 File

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-5785		County: Graves	
Using Agency: Cabinet for Health and Family Services			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Trifecta Capital LLC	
Property Location: 1105 Paris Road, Mayfield, Kentucky 42066			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office		Cost Per Square Foot: \$15.90	
Annual Rental Cost: \$155,804.12		Average Cost Per Square Foot of Leased-In Space in County: \$14.30	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days	<input type="checkbox"/> No If no, explain why not:	
Effective Date: To be determined		Expiration Date: June 30, 2031	
Justification for Lease: See attached			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): See attached			

COMMONWEALTH OF KENTUCKY LEASE AGREEMENT

LEASE/PR #	PR-5785, Graves County	Agency	Cabinet for Health & Family Services
INITIAL ENCUMBRANCE	\$	DIVISION	
ANNUAL ENCUMBRANCE	\$155,804.12 (rounded)	DATE	July 9, 2025
VENDOR CODE #	KY 0081342	BUILDING CODE #	91913001

THIS LEASE, entered into between: Trifecta Capital, LLC, whose address is: 935 Paris Road, Mayfield, Kentucky 42066, contact: Tom Waldrop (Business Phone: 270-247-2734), 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 1105 Paris Road, Mayfield, Kentucky 42066, in the County of Graves.

1b. Said premises consisting of 9,799 square feet are to be rented at the cost of \$15.90 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 \$38,951.03, payable Quarterly. The Lessor shall provide the Commonwealth with the following services: None; with 63 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 per the addendum, 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 5 extension period(s) unless the Commonwealth shall give the Lessor written notice 30 days prior to the expiration of the term or any extension that it will not be extended; no extension shall prolong the period of occupancy of the leased premises beyond the 30th day of June, 2031. The Lessor understands that the Commonwealth’s funds cannot be committed beyond its current fiscal year and its applicable appropriation, and the related allotment from rental payments will be made.

5. The Commonwealth shall have the further right to terminate this Lease at any time upon 30 days written notice, time to be computed from date of mailing notice; termination under this paragraph shall not be considered effective until the last day of the month in which the notice period ends.

6. The Commonwealth agrees not to assign this Lease, or to sublet the premises except to a desirable tenant and for a similar purpose, and will not permit the use of the premises by anyone other than the Commonwealth, the Federal Government, or such sub-lessee, and the agents and servants of the Commonwealth, the Federal Government, or such sub-lessee.

7. The Commonwealth shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additional structures or signs in or upon the leased premises, provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with rights granted to other tenants on the property or in the building in which the premises are located. Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain the Commonwealth’s property and may be removed by it prior to the termination of this Lease.

8. Unless otherwise specified, the Lessor shall maintain the premises in good repair and tenantable condition, including heating and/or air conditioning equipment, except in case of damage arising from the negligent acts of the Commonwealth’s agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the premises at reasonable times.

9. The Commonwealth agrees to take good care of the premises and to return them at the expiration of their Lease in as good order as received, ordinary wear and tear and natural decay excepted.

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

11. If the premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage so as to render the premises untenable, the Commonwealth may terminate or suspend this Lease by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until such damage is repaired and premises are considered tenantable.

12. It is agreed by the parties hereto that if any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidity shall not invalidate the whole Lease, but it shall be construed as if not containing that particular provision or provisions, and the rights and obligations of the parties shall be construed accordingly.

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

14. The Lessor agrees to notify the Commonwealth of all persons owning or upon any change or transfer of ownership involving 5% or more in stock, in partnership, business trust, or corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.

15. Lessor shall comply with all standards set by the Department of Housing, Buildings and Construction, Division of Building Codes Enforcement, and that of the Kentucky Occupational Safety and Health Standards Board and the Americans with Disabilities Act (ADA).

16. The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event f 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

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

ADDENDUM

The following items are to be considered a part of lease agreement PR-5785, Graves County, dated July 9, 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 and the two (2) small conference rooms.
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 and luxury vinyl plank flooring shall be installed throughout the remainder of the leased premises.
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 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 63 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. **NOTE: 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

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 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.

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

Trifecta Capital, LLC Date



Andy Beshear
GOVERNOR

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

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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: Natalie W. Brawner, Director
Division of Real Properties

FROM: Michael Lynn, Property Management Program Analyst
Division of Real Properties

DATE: July 9, 2025

SUBJECT: PR-5785, Graves County
Cabinet for Health & Family Services

The Cabinet for Health & Family Services currently occupies 7,410 square feet of space (PR-5720), leased at a rental rate of \$15.25 per square foot (\$113,002.52 annually) excluding utilities and janitorial services, with a term expiring June 30, 2032. This space was obtained for temporary use subsequent to the loss of owned and leased facilities damaged or destroyed in the December 2021 tornado event. The Cabinet for Health & Family Services submitted a space request for permanent replacement space that indicated a need for approximately 9,253 square feet of space. Per KRS 56.803, a competitive bid project was initiated with two (2) best and final proposals submitted as follows:


1. William R. Fowler proposed to lease 9,699 square feet of office space at a rental rate of \$29.94 per square foot (\$290,388.06 annually), excluding all utilities and janitorial services, with a term expiring June 30, 2033.
2. Trifecta Capital, LLC proposed to lease 9,799 square feet of office space at a rental rate of \$15.90 per square foot (\$155,804.12 annually), excluding all utilities and janitorial services, with a term expiring June 30, 2031.

After consideration, the Cabinet for Health and Family Services has recommended the proposal submitted by Trifecta Capital, LLC. The owner of Trifecta Capital, LLC, Thomas Waldrop, serves on the Board of Regents for Murray State University. Per 45A.045(9), a Finding of No Improper Influence dated June 5, 2025 was processed accordingly.

Pursuant to applicable provisions of KRS 56.803, the attached lease agreement therefore provides for the use of 9,799 square feet at a rental rate of \$15.90 per square foot (\$155,804.12 rounded annually), excluding all utilities and janitorial services, with a term expiring June 30, 2031. 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 the office space as requested by the Cabinet for Health & Family Services.

If you require additional information, please advise.

APPROVED:


Natalie W. Brawner, Director

Attachments



Andy Beshear
GOVERNOR

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

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Frankfort, Kentucky 40601
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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

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

DATE: August 12, 2025

SUBJECT: PR-5884, Muhlenberg County
Cabinet for Health & Family Services
Annual Rental Exceeding \$100,000.00

Pursuant to KRS 56.823 (2), attached please find notification of a lease agreement being processed by the Leased Properties Branch.

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

NWB/CTY
Attachment

CC: OSBD
PR-5884 File

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-5884		County: Muhlenberg	
Using Agency: Cabinet for Health and Family Services			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Robert O. Fowler 	
Property Location: 103 Industrial Dr, Greenville, KY 42345			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office		Cost Per Square Foot: \$16.50	
Annual Rental Cost: \$265,716.00		Average Cost Per Square Foot of Leased-In Space in County: \$13.00	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
Effective Date: To be determined		Expiration Date: June 30, 2033	
Justification for Lease: See attached			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): See attached			

ADDENDUM

The following items are to be considered a part of lease agreement PR-5884, Muhlenberg County, dated August 4, 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 # 3 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. The Lessor shall install a chair rail at a height of 32" from the floor in the reception area(s).

2. An acoustical tile ceiling installed at a height of 9'. **Replace all stained tiles throughout the facility.**
3. **All floor coverings installed shall be with Luxury vinyl tile/plank with the exception of VCT in bathroom, break room and file rooms.**
4. The Lessor shall provide lockable doors where indicated on the floor plan.
5. Shelving shall be installed if/where shown on the floor plan.
6. 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.
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. 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.
9. 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.
10. The Lessor shall provide **95 reserved parking spaces** for 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 install security lighting around the exterior perimeter of the building and throughout the parking area(s).
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. 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.). **The tenant agency and lessor acknowledge that existing T-8 type fixtures will remain in operation, however the lessor shall replace lamps fluorescent tubes with LED lamps as individual fixture require repair or replacement.**
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. ***NOTE: 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 and **replacing any broken closable HVAC vents** and cold air returns throughout the building.
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. 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 of 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. 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.
5. The Division of Real Properties and/or the using agency reserves the right to inspect the facility at any time during construction/renovations/occupation.
6. Lessor agrees and understands PR-5486 will automatically terminate upon the effective date of PR-5884.

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

Robert O. Fowler



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: Natalie W. Brawner, Director
Division of Real Properties

FROM: Calleen T. Yett, Leasing Manager
Division of Real Properties

DATE: August 4, 2025

SUBJECT: PR-5884, Muhlenberg County
Cabinet for Health & Family Services

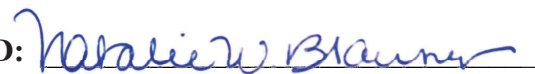
The Cabinet for Health & Family Services currently occupies 16,104 square feet of space under PR-5486, leased at a rental rate of \$13.00 per square foot, which excludes all utilities and janitorial services. During the renewal process, the lessor requested a rate increase. Per KRS 56.803, a competitive bid project was initiated under PR-5884. Per KRS 56.806(1), the lessor and agency consented to extend PR-5486 four (4) additional months under the same terms and conditions for a new expiration date of October 31, 2025 in order to finalize PR-5884, which had one (1) best and final proposal submitted as follows:

1. Mr. Robert Fowler proposed to lease 16,104 square feet of office space and 95 reserved paved parking spaces at a rental rate of \$19.25 per square foot (\$310,002.00 annually) excluding utilities and janitorial services with a term expiring June 30, 2033. No construction required.

Efforts to negotiate more favorable terms for the agency were successful with the lessor agreeing to lower the proposed rental rate from \$19.25 to \$16.50 (\$265,716.00 annually) per square foot. The Cabinet for Health and Family Services has recommended acceptance of the proposed lease terms as defined herein. Capital Projects and Bond Oversight Committee approval is required for the proposed lease agreement, and your approval of same is recommended to secure continued access to suitable office space for benefit of the Cabinet for Health and Family Services.

Should you require additional information, please advise.

APPROVED:


Natalie W. Brawner, Director

CTY/SLN/sn
Attachment



Andy Beshear
GOVERNOR

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

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

Holly M. Johnson
SECRETARY

Charles O. Bush, Jr.
INTERIM 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: August 12, 2025

SUBJECT: PR-3974 Lease Modification, Jefferson County
Kentucky Transportation Cabinet

Pursuant to KRS 56.823 (11), attached please find notification of a lease modification agreement being processed by the Leased Properties Branch.

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

NWB/CTY
Attachment

CC: OSBD
PR-3974 File

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE MODIFICATION WITH INCREASE/DECREASE IN SQUARE FOOTAGE

Lease No.: PR-3974		County: Jefferson	
Using Agency: Transportation Cabinet			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Louisville Underground LLC	
Property Location: 1841 Taylor Avenue, Louisville, KY 40232			
Check One: <input type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification			
Existing Square Footage: 175,754			
Type Space: Salt Storage		Cost Per Square Foot: \$2.25	
Annual Rental Cost: \$395,446.52		Average Cost Per Square Foot of Leased-In Space in County: n/a	
Utilities Included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
Reduction in Square Footage: 20,078 New Square Footage: 155,676			
Type Space: Salt Storage		Cost Per Square Foot: \$3.25 (temp increase)	
Annual Rental Cost: \$505,947.00		Average Cost Per Square Foot of Leased-In Space in County: n/a	
Utilities Included: <input checked="" type="checkbox"/> Yes (partial) <input type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days		<input type="checkbox"/> No If no, explain why not:
Effective Date: July 1, 2025		Expiration Date: June 30, 2027	
Justification for Lease: Please see attached			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): Please see attached			

COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

LESSOR	Louisville Underground LLC	PR NUMBER, COUNTY	PR-3974, Jefferson County
ADDRESS	PO Box 35174 Louisville KY 40232	VENDOR NUMBER	KY0018942
		AGENCY/DEPARTMENT	Transportation Cabinet
		DIVISION	
		DATE	July 1, 2025
		BUILDING CODE	90410001

1. Lease Agreement number **PR-3974, Jefferson County**, dated **July 1, 2019**, is hereby modified as set forth in Paragraph 2.
2. This Lease is modified as follows:

EFFECTIVE July 1, 2025:

To decrease the leased space by 20,078 square feet; from 175,754 square feet to 155,676 square feet and a temporary rate increase from \$2.25 per square foot annually to \$3.25 per square foot annually, resulting in an annual increase of \$110,500.48 from \$395,446.52 to \$505,947.00 (\$126,486.75 per quarter) with a two-year temporary term through June 30, 2027.

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

STATE LEASING AGENCY REPRESENTATIVE

Date

LESSOR

Date

ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES

Date

ATTORNEY, FINANCE & ADMINISTRATION CABINET

Date

MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES

Date

DIRECTOR, DIVISION OF REAL PROPERTIES

SECRETARY, FINANCE & ADMINISTRATION CABINET

Date

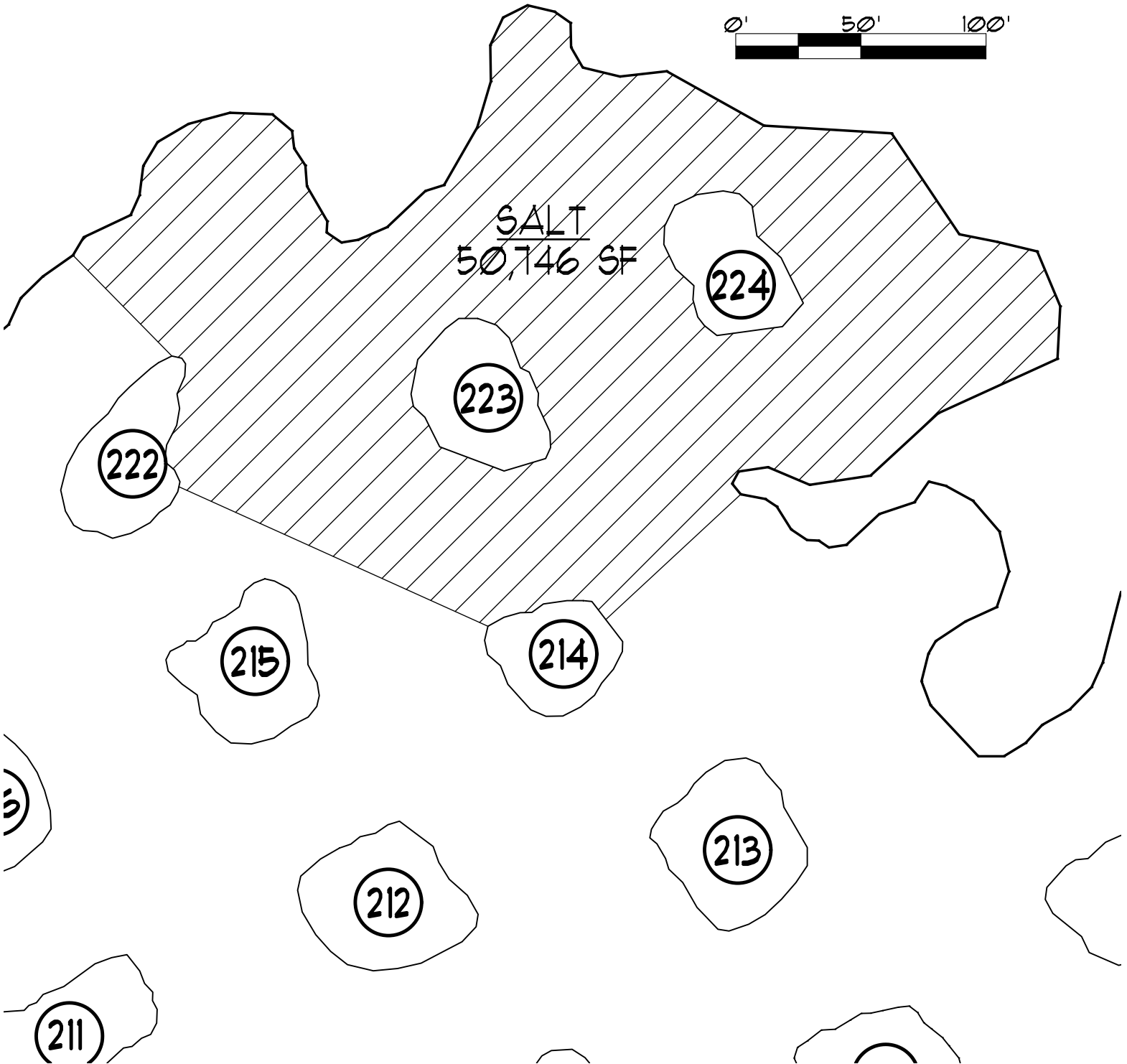
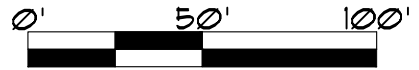
All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Suite 300, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2205.

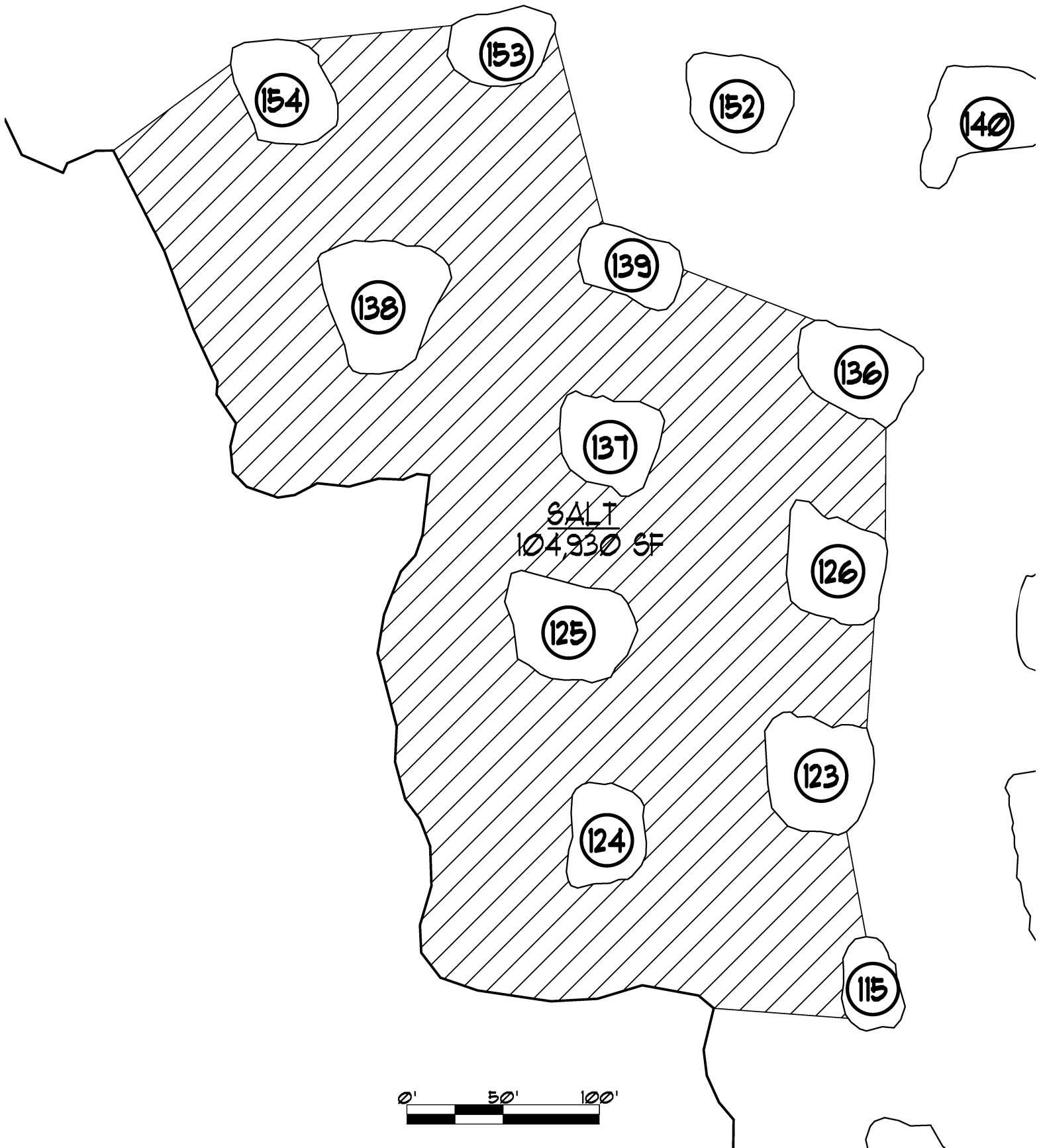
APPROVED THIS _____ DAY OF _____, 20____

PR-3974 Map

BSYW# aXS

gk # S' S







Andy Beshear
GOVERNOR

**FINANCE AND ADMINISTRATION CABINET
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Charles O. Bush, Jr.
INTERIM COMMISSIONER

Natalie W. Brawner
DIRECTOR

MEMORANDUM

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

FROM: Calleen T. Yett, Leasing Manager
Division of Real Properties

DATE: July 1, 2025

SUBJECT: PR-3974, Jefferson County
Transportation Cabinet

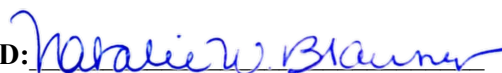
The Transportation Cabinet (KYTC) currently leases 175,754 square feet of underground salt storage space at a rental rate of \$2.25 per square foot (\$395,446.52 annually) including utilities, with a term expiring June 30, 2025. During regular renewal processing, the lessor advised that they would require a rental rate increase, and KYTC conducted a survey of the current area needed for salt storage with a determination that a reduction in square footage was also needed. Recognizing that the leased premises are unique with stable temperature and humidity levels; a central location in Jefferson County with convenient access to Interstate Highways; the ability to store greater volumes of salt due to ceiling height of 25 to 30 feet; and the ability to reduce/expand the lease premises as storage needs change with historical approvals of the lessor, it was determined a lease modification providing for the temporary rental rate increase and term extension period was necessary under KRS 45A.095 to secure continued salt storage for KYTC until the competitive bid process can occur under KRS 56.803.

As requested by KYTC, the existing lessor consented to a decrease in the leased space by 20,078 square feet; from 175,754 square feet to 155,676 square feet and a temporary rate increase from \$2.25 per square foot annually to \$3.25 per square foot annually, resulting in an annual increase of \$110,500.48 from \$395,446.52 to \$505,947.00 with a two-year temporary term through June 30, 2027. Capital Projects and Bond Oversight Committee reporting is required for this lease modification agreement pursuant to applicable requirements of KRS 56.823(11), and your approval of the attached lease agreement is recommended for to secured continued use of the space as requested by the Transportation Cabinet.

Should you require additional information, please advise.

NWB/CTY/cty
Attachment

APPROVED:


Natalie W. Brawner, Director