

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2023-139**

**A RESOLUTION APPROVING LEASE AND ADDENDUM MODIFICATIONS
TO A LEASE AGREEMENT BETWEEN MADISON COUNTY FISCAL COURT
AND THE KENTUCKY ADMINISTRATIVE OFFICE OF THE COURTS.**

THIS RESOLUTION SUPERSEDES RESOLUTION 2023-122.

WHEREAS, on May 1, 2022, the Madison County Fiscal Court (hereinafter the "County" or "Lessor") and the Administrative Office of the Courts (hereinafter "AOC" or the "Lessee") entered into a Lease Agreement for space for the Kentucky Court of Justice to operate the Circuit Court for Madison County on a temporary basis; and

WHEREAS, on May 1, 2022, the Parties entered into a Lease Addendum whereby the Lessor would be responsible for fitting up the leased premises per the specification in Paragraph 1 of the Lease Addendum; and

WHEREAS, on July 22, 2022, the Parties entered into Modification #1 to the Lease Addendum to add a third Circuit Judge suite on the second floor and a hearing room on the first floor of the Madison County Temporary Circuit Courthouse; and

WHEREAS, the AOC desires to lease additional space with revisions to the second floor and basement of the Madison County Temporary Circuit Courthouse; and

WHEREAS, the AOC began leasing the temporary court space on November 1, 2022. The rent payment arrears for the AOC in the amount of \$60,957.62 are now due to the County. In addition, the AOC's monthly build-out payment arrears in the amount of \$1,295,000.00 are now due to the County; which includes the additional square footage. The County's receipt of these payments will make the AOC's lease payments current through December 2023; and

WHEREAS, the Parties agree to the terms and specifications set forth in Lease Modification #1 and Lease Addendum Modification #2, and Exhibit A to retroactively go into effect September 1, 2023. All other terms and conditions of the Lease Agreement will remain the same; which are attached hereto this Resolution;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by Bathin, seconded by Lochmueller.

Vote:

Yes

No

Judge Executive Reagan Taylor
Magistrate James Brian Combs
Magistrate Stephen Lochmueller
Magistrate Billy Ray Hughes
Magistrate Tom Botkin

<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>

Signed:

R-20-
Reagan Taylor
Madison County Judge Executive

11-28-2023
Date

Attested:

Kenny Barger MCC
Kenny Barger
Madison County Clerk

11-28-2023
Date



LEASE MODIFICATION #1

INTERNAL USE ONLY

PR#: 8482 Exhibit: _____
COUNTY: Madison
Net Increase: \$52,283.60
Annual Increase: \$43,569.67

PROPERTY ADDRESS: 116 WEST MAIN STREET, RICHMOND, KY 40475

LESSOR'S NAME: MADISON COUNTY FISCAL COURT

LESSOR'S PHONE: 859-624-4700

THIS LEASE MODIFICATION (hereinafter the "Modification"), is entered into on the **1st** day of **September 2023**, by and between **Madison County Fiscal Court** (hereinafter the "Lessor") and the Kentucky Administrative Office of the Courts (hereinafter "AOC" or the "Lessee"), referred to collectively as the "Parties."

WHEREAS, on May 1, 2022, the AOC and the Madison County Fiscal Court entered into a Lease Agreement for space for the Kentucky Court of Justice to operate the Circuit Court for Madison County on a temporary basis;

WHEREAS, on May 1, 2022, the parties entered into a Lease Addendum whereby the Madison County Fiscal Court would be responsible for fitting up the leased premises per the specifications in Paragraph 1 of the Lease Addendum;

WHEREAS, on July 22, 2022, the parties entered into Modification #1 to the Lease Addendum to add a third Circuit Judge suite on the second floor and a hearing room on the first floor of the Madison County Temporary Courthouse;

WHEREAS, on XXX, the parties entered into Modification #2 to the Lease Addendum to add an additional door between rooms 128 and 129, window screens for prisoner staging in room 131; VCT flooring to the second floor of the Madison County Temporary Courthouse; and add a grand jury room and law library comprised of 3,534 square feet;

WHEREAS, the Modifications to the Lease Addendum increased the total square footage to the leased premises such that a Modification of the Lease Agreement is warranted; and

WHEREAS, this MODIFICATION modifies the Lease Agreement dated May 1, 2022 between the Parties, (hereinafter referred to as "Lease Agreement").

The Parties agree as follows:

1. Paragraph 3 of the Lease Agreement is hereby modified to increase the square footage of the leased premises to 24,146 square feet to be used by the Circuit Judge and Circuit Clerk for Warehouse, Office, and Courtroom.
2. Paragraph 4 of the Lease Agreement is hereby modified to increase the annual rent for the leased premises to \$249,995.60, payable on a quarterly basis at the rate of \$62,498.90 per quarter.
3. The effective date of this Lease Addendum is September 1, 2023.

All other terms and conditions of the Lease Agreement remain the same. In the event the terms and conditions of this Addendum conflict with the terms and conditions of the Lease, the terms and conditions of the Addendum shall control.

LESSOR:

RJ-70 -

LESSOR'S SIGNATURE DIRECTOR

DATE: 11/29/2023

LESSEE:

Katie C. Comstock

DATE: 12/5/2023

RECOMMENDED BY:

Sonya Conway

DEPARTMENT OF COURT FACILITIES

APPROVED BY:

Carole Henderson

BUDGET DIRECTOR, AOC

Jenny L. Porter

DIRECTOR OF FINANCE AND ADMINISTRATION, AOC

REVIEWED BY:

Ryan W. Becker

LEGAL COUNSEL, AOC



LEASE ADDENDUM MODIFICATION 2

INTERNAL USE ONLY

PR#: 8482 Exhibit: _____
COUNTY: MADISON
Net Increase: \$239,590.5
Annual Increase: \$221,160.5

PROPERTY ADDRESS: 116 WEST MAIN STREET, RICHMOND, KY 40475

LESSOR'S NAME: MADISON COUNTY FISCAL COURT

LESSOR'S PHONE: 859-624-4700

THIS LEASE ADDENDUM (hereinafter the "Addendum"), is entered into on the **1st** day of **September, 2023**, by and between **Madison County Fiscal Court**(hereinafter the "Lessor") and the Kentucky Administrative Office of the Courts (hereinafter "AOC" or the "Lessee"), referred to collectively as the "Parties."

This MODIFICATION modifies the Lease Addendum dated May 1st, 2022 between the Parties, (hereinafter referred to as "Lease Addendum").

WHEREAS, on May 1, 2022, the AOC and the Madison County Fiscal Court entered into a Lease Agreement for space for the Kentucky Court of Justice to operate the Circuit Court for Madison County on a temporary basis;

WHEREAS, on May 1, 2022, the parties entered into a Lease Addendum whereby the Madison County Fiscal Court would be responsible for fitting up the leased premises per the specifications in Paragraph 1 of the Lease Addendum;

WHEREAS, on July 22, 2022, the parties entered into Modification #1 to the Lease Addendum to add a third Circuit Judge suite on the second floor and a hearing room on the first floor of the Madison County Temporary Courthouse;

WHEREAS, the AOC now desires to add an additional door between rooms 128 and 129, window screens for prisoner staging in room 131; VCT flooring to the second floor of the Madison County Temporary Courthouse; and add a grand jury room and law library;

WHEREAS, the Parties may amend the Lease as may be necessary, as provided in Paragraph 22 of the Lease;

NOW, THEREFORE, the Parties agree the Lease Addendum (PR8482) is hereby modified as follows:

The Parties agree as follows:

1. The Lessor must build out the Leased Premises per the final plans and specifications attached hereto and incorporated herein as Attachment A.
2. The AOC will reimburse the Lessor for the actual costs of the build-out of the Leased Premises as described in Paragraph 1, above, not to exceed \$1,850,000.00
 - a. Once documented, the cost shall be amortized over the remaining life of the Lease, currently estimated to be 13 months; these amortized payments shall be in addition to the Rent established in Paragraph 4 of the Lease; and may be made by separate check.

LEASE ADDENDUM

PR 8441

Page 2 of 2

- b. The AOC will not reimburse the Lessor for financing costs.

All other terms and conditions of the Lease Agreement remain the same. In the event the terms and conditions of this Addendum conflict with the terms and conditions of the Lease, the terms and conditions of the Addendum shall control.

LESSOR:

R. - 30 -

LESSOR'S SIGNATURE DIRECTOR

DATE: 11/29/2023

LESSEE:

Katie C. Comstock

DATE: 12/5/2023

RECOMMENDED BY:

Sonya Conway

DEPARTMENT OF COURT FACILITIES

APPROVED BY:

Carole Henderson

BUDGET DIRECTOR, AOC

Jenny L. Porter

DIRECTOR OF FINANCE AND ADMINISTRATION, AOC

REVIEWED BY:

Ryan W. Becker

LEGAL COUNSEL, AOC

MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2023-122

RESOLUTION WE
ARE SUPERSEDING +
LEASE AGREEMENT
& ADDENDUMS.

**A RESOLUTION APPROVING LEASE ADDENDUM MODIFICATION #2
TO A LEASE AGREEMENT BETWEEN MADISON COUNTY FISCAL COURT
AND THE KENTUCKY ADMINISTRATIVE OFFICE OF THE COURTS**

WHEREAS, on May 1, 2022, the Madison County Fiscal Court (hereinafter the "Lessor") and the Administrative Office of the Courts (hereinafter "AOC" or the "Lessee") entered into a Lease Agreement for space for the Kentucky Court of Justice to operate the Circuit Court for Madison County on a temporary basis; and

WHEREAS, on May 1, 2022, the Parties entered into a Lease Addendum whereby the Lessor would be responsible for fitting up the leased premises per the specification in Paragraph 1 of the Lease Addendum; and

WHEREAS, on July 22, 2022, the Parties entered into Modification #1 to the Lease Addendum to add a third Circuit Judge suite on the second floor and a hearing room on the first floor; and

WHEREAS, the AOC desires to lease additional space with revisions to the second floor and basement of the Madison County Temporary Circuit Courthouse; and

WHEREAS, the Parties agree to the terms and specifications set forth in Addendum #2 and Exhibit A, with all other terms and conditions of Lease Addendum Modification #1 and the Lease Agreement to remain the same; which are hereby attached to this Resolution;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by Lochmueller, seconded by Combs.

Vote:	Yes	No
Judge Executive Reagan Taylor	<u>✓</u>	<u> </u>
Magistrate James Brian Combs	<u>✓</u>	<u> </u>
Magistrate Stephen Lochmueller	<u>✓</u>	<u> </u>
Magistrate Billy Ray Hughes	<u>✓</u>	<u> </u>
Magistrate Tom Botkin	<u>✓</u>	<u> </u>

Signed:

R-79
Reagan Taylor
Madison County Judge Executive

10-10-2023
Date

Attested:

Kenny Barger
Kenny Barger
Madison County Clerk

10-10-2023
Date

AOC-FAC-3

Rev. 3-15

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Commonwealth of Kentucky

Court of Justice www.courts.ky.gov

AP Part V, Sec. 6(1), Sec. 8(2)



LEASE ADDENDUM MODIFICATION 2

INTERNAL USE ONLY

PR#: 8482 Exhibit: _____

COUNTY: MADISON

Net Increase: ~~\$239,590.5~~

Annual Increase: ~~\$221,160.5~~

PROPERTY ADDRESS: 116 WEST MAIN STREET, RICHMOND, KY 40475

LESSOR'S NAME: MADISON COUNTY FISCAL COURT

LESSOR'S PHONE: 859-624-4700

THIS LEASE ADDENDUM (hereinafter the "Addendum"), is entered into on the 1st day of September, 2023, by and between Madison County Fiscal Court (hereinafter the "Lessor") and the Kentucky Administrative Office of the Courts (hereinafter "AOC" or the "Lessee"), referred to collectively as the "Parties."

This MODIFICATION modifies the Lease Agreement dated May 1st, 2022 between the Parties, (hereinafter referred to as "Lease Agreement").

WHEREAS, on May 1, 2022, the AOC and the Madison County Fiscal Court entered into a Lease Agreement for space for the Kentucky Court of Justice to operate the Circuit Court for Madison County on a temporary basis;

WHEREAS, on May 1, 2022, the parties entered into a Lease Addendum whereby the Madison County Fiscal Court would be responsible for fitting up the leased premises per the specifications in Paragraph 1 of the Lease Addendum;

WHEREAS, on July 22, 2022, the parties entered into Modification #1 to the Lease Addendum to add a third Circuit Judge suite on the second floor and a hearing room on the first floor of the Madison County Temporary Courthouse;

1670
WHEREAS, the AOC now desires to add an additional door between rooms 128 and 129, add window screens for prisoner staging in room 131; add VCT flooring to the second floor of the Madison County Temporary Courthouse; and add 3,524 square feet to the temporary space for a grand jury room, and law library, bringing the total square footage to 20,000 square feet;

24,146
AND BASEMENT FILING & STORAGE

WHEREAS, the Parties may amend the Lease as may be necessary, as provided in Paragraph 23 of the Lease;

NOW, THEREFORE, the Parties agree the Lease Addendum (PR8482) is hereby modified as follows:

The Parties agree as follows:

1. The Lessor must build out the Leased Premises per the final plans and specifications attached hereto and incorporated herein as Attachment A.
2. The AOC will reimburse the Lessor for the actual costs of the build-out of the Leased Premises as described in Paragraph 1, above, not to exceed \$1,850,000.00

LEASE ADDENDUM

PR 8441

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- a. Once documented, the cost shall be amortized over the remaining life of the Lease, currently estimated to be 13 months; these amortized payments shall be in addition to the Rent established in Paragraph 4 of the Lease; and may be made by separate check.
- b. The AOC will not reimburse the Lessor for financing costs.

All other terms and conditions of the Lease Agreement remain the same. In the event the terms and conditions of this Addendum conflict with the terms and conditions of the Lease, the terms and conditions of the Addendum shall control.

LESSOR:

LESSEE:

LESSOR'S SIGNATURE DIRECTOR

DATE: _____

DATE: _____

RECOMMENDED BY:

DEPARTMENT OF COURT FACILITIES

APPROVED BY:

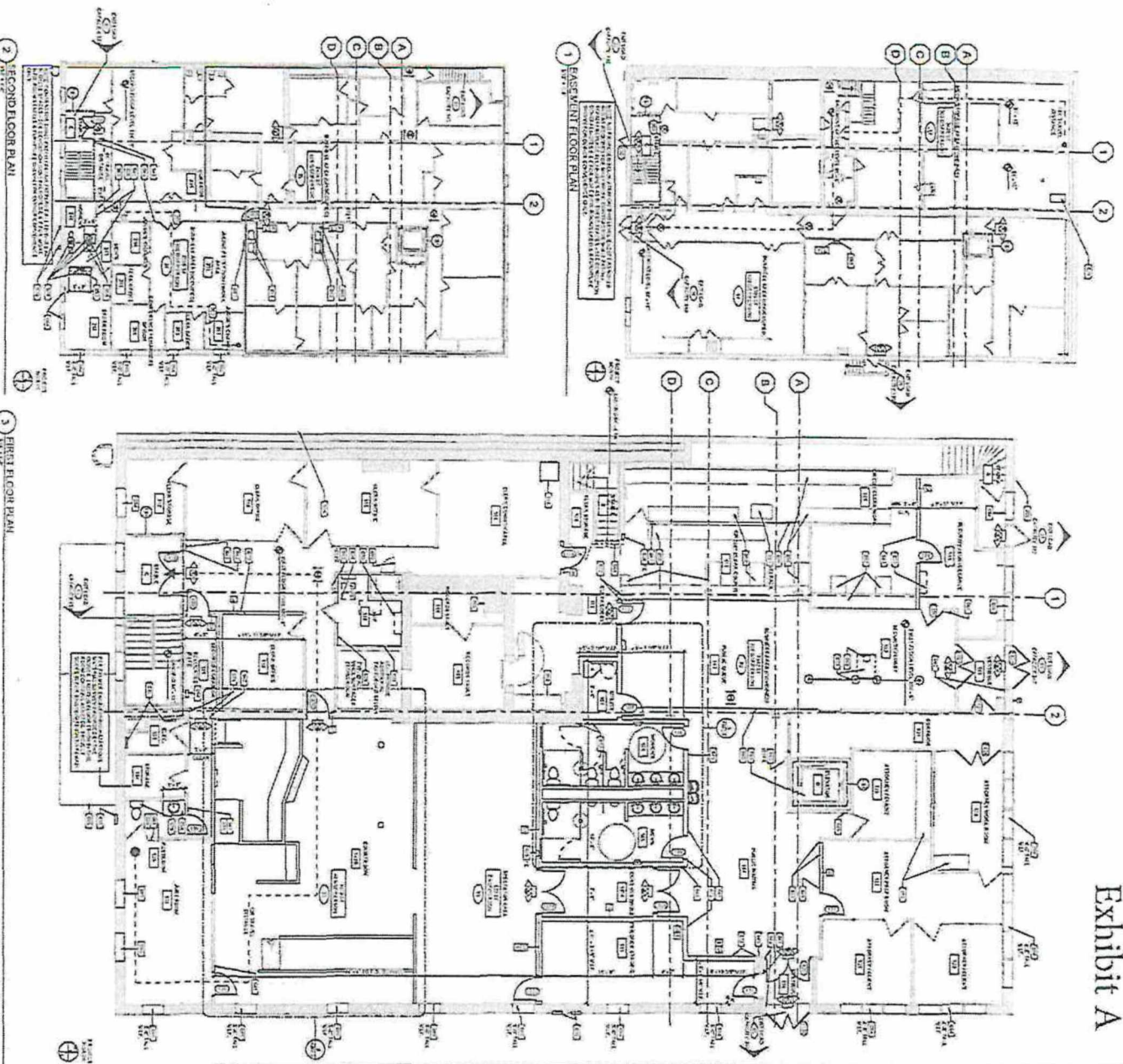
BUDGET DIRECTOR, AOC

DIRECTOR OF FINANCE AND ADMINISTRATION, AOC

REVIEWED BY:

LEGAL COUNSEL, AOC

Exhibit A



CODE COMPLIANCE DATA

1. BUILDING TYPE: []

2. OCCUPANCY: []

3. EXISTING CONDITIONS: []

4. PROPOSED CHANGES: []

5. COMMENTS: []

GENERAL REMARKS

1. []

2. []

3. []

4. []

5. []

6. []

7. []

8. []

9. []

10. []

FLOOR FINISHES

1. []

2. []

3. []

4. []

5. []

6. []

7. []

8. []

9. []

10. []

CODE COMPLIANCE SYSTEMS

1. []

2. []

3. []

4. []

5. []

6. []

7. []

8. []

9. []

10. []

BRE EXHAUSTER CANNEL

1. []

2. []

3. []

4. []

5. []

6. []

7. []

8. []

9. []

10. []

GENERAL SYMBOLS

1. []

2. []

3. []

4. []

5. []

6. []

7. []

8. []

9. []

10. []

REVISIONS

1. []

2. []

3. []

4. []

5. []

6. []

7. []

8. []

9. []

10. []

NOTES

1. []

2. []

3. []

4. []

5. []

6. []

7. []

8. []

9. []

10. []

GENERAL REMARKS

1. []

2. []

3. []

4. []

5. []

6. []

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10. []

GENERAL REMARKS

1. []

2. []

3. []

4. []

5. []

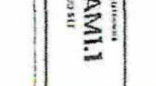
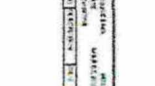
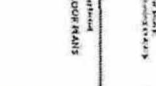
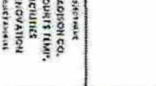
6. []

7. []

8. []

9. []

10. []





LEASE ADDENDUM MODIFICATION #1

INTERNAL USE ONLY

PR#: 8482 Exhibit: A, B, C, D & E

COUNTY: Madison

Net Increase: \$644,163.80

Annual Increase: \$966,245.70

PROPERTY ADDRESS: 116 WEST MAIN STREET, RICHMOND, KY

LESSOR'S NAME: MADISON COUNTY FISCAL COURT

LESSOR'S PHONE: 859-624-4700

THIS LEASE ADDENDUM MODIFICATION (hereinafter the "Addendum Modification #1"), is entered into on the 22nd day of July, 2022, by and between Madison County Fiscal Court (hereinafter the "Lessor") and the Kentucky Administrative Office of the Courts (hereinafter "AOC" or the "Lessee"), referred to collectively as the "Parties."

This Modification modifies the Lease Addendum dated May 1st, 2022 between the Parties, (hereinafter referred to as "Lease Addendum").

WHEREAS, on May 1, 2022, the AOC and the Madison County Fiscal Court entered into a Lease Agreement for space for the Kentucky Court of Justice to operate the Circuit Court for Madison County on a temporary basis;

WHEREAS, on the 1st of May, 2022, the parties agreed to a Lease Addendum whereby the Madison County Fiscal Court would be responsible for fitting up the leased premises per the specifications in Paragraph 1 of the Lease Addendum;

WHEREAS, the AOC desires to now add a third Circuit Judge suite on the second floor and a hearing room on the first floor of the Madison County Temporary Courthouse;

WHEREAS, the Parties may amend the Lease as may be necessary, as provided in Paragraph 23 of the Lease;

NOW, THEREFORE, the Parties agree the Lease Addendum (PR8482) is hereby modified as follows:

MODIFICATION

1. The Lessor must build out the Leased Premises per the final plans and specifications attached hereto and incorporated herein as Attachments A, B, C, D and E.
4. The AOC will reimburse the Lessor for the actual costs of the build-out of the Leased Premises as described in Paragraph 1, above, not to exceed \$1,610,409.50.
 - a. Once documented, the cost shall be amortized over the remaining life of the Lease in which payments are to be made, currently estimated to be 20 months; these amortized payments shall be in addition to the Rent established in Paragraph 4 of the Lease; and may be made by separate check,
 - b. The AOC will not reimburse the Lessor for financing costs.

All other terms and conditions of the Lease Agreement remain the same. In the event the terms and conditions of this Addendum conflict with the terms and conditions of the Lease, the terms and conditions of the Addendum shall control.

LEASE ADDENDUM MODIFICATION #1

PR 8442

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LESSOR:

R7-30 -

LESSOR'S SIGNATURE

DATE: 8/10/2022

LESSEE:

Laurie K. Givens

DIRECTOR, AOC

DATE: 9/12/2022

RECOMMENDED BY:

Christie Collier

DEPARTMENT OF COURT FACILITIES, AOC

APPROVED BY:

Carole Henderson

CAROLE, HENDERSON, BUDGET DIRECTOR, AOC

Jenny Lafferty

JENNY LAFFERTY, DIRECTOR OF FINANCE AND
ADMINISTRATION, AOC

REVIEWED BY:

Ryan W. Becker

RYAN W. BECKER SENIOR LEGAL COUNSEL, AOC

Commonwealth of Kentucky
Court of Justice www.kycourts.gov

AP Part V, Sec. 3, Sec. 6(1)

**LEASE AGREEMENT**

(Government Owned or Occupied Property Office Space)

INTERNAL USE ONLYCheck One: ☐ Reimbursement Form☒ PR#: 8482

Account #: CZ01

Initial Encumbrance: \$131,808.00

Annual Encumbrance: \$197,712.00

Office/Dept: Temp. Circuit Courthouse

THIS LEASE AGREEMENT (hereinafter the "Lease"), is entered into on the 1st day of May, 2022, by and between Madison County Fiscal Court (hereinafter the "Local Government" or the "Lessor") and the Kentucky Administrative Office of the Courts (hereinafter "AOC" or the "Lessee"), referred to collectively as the "Parties".

IN CONSIDERATION OF the mutual promises contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

- 1. REPRESENTATIONS AND WARRANTIES OF THE LOCAL GOVERNMENT.** The Local Government represents and warrants: (1) it is a validly existing Local Government and/or political subdivision of the Commonwealth of Kentucky; (2) it has the power and has been authorized to enter into this Lease and perform all of its obligations hereunder; and, (3) it is not subject to any contractual or other limitation which would prevent it from entering into this Lease.
- 2. REPRESENTATIONS AND WARRANTIES OF THE AOC.** The AOC represents and warrants: (1) it is an agency of the Commonwealth of Kentucky, Court of Justice (KCOJ); (2) it has the power and has been authorized to enter into this Lease and perform all of its obligations hereunder; and, (3) it is not subject to any contractual or other limitation which would prevent it from entering into this Lease.
- 3. TERMS OF USE.** The Lessor hereby leases to the Lessee and agrees to keep it in quiet and peaceful possession of the leased premises in connection with the operation of the judicial system by the AOC on behalf of the Commonwealth. The leased premises consist of the following described premises with their appurtenances:

116 West Main Street, Richmond, KY Madison
Street Address City County

Said premises consisting of 16,476 square feet to be used by the Circuit Judge and Circuit Clerk for:
Office/Department

☐ Warehouse ☒ Office ☒ Courtroom ☐ Other _____

Per KRS 26A.110, the Local Government shall provide necessary utilities for KCOJ facilities or KCOJ areas within the facilities. Utilities include electricity, water, sanitary sewer and any other fuel required for heating. Unless otherwise agreed, the AOC will provide Telecommunications and Data Infrastructures for KCOJ-occupied space. As additional consideration for the rental payments to be made by the Lessee, the Lessor shall furnish the Lessee with:

☒ Parking Space(s) ☒ Other: Janitorial-20+Parking spaces

The Lessee 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.

- 4. RENT.** The total annual rent for the leased premises is \$197,712.00, which the Lessee agrees to pay to the Lessor on a quarterly basis at the rate of \$49,428.00 per quarter

☒ by check; or

☐ included in the quarterly reimbursement payment as shown on the Local Government's annual Reimbursement Form.

5. **OPERATING COSTS.** The AOC ☐ will ☒ will not pay operating costs for the Leased Premises to the Lessor. Operating costs, if any, shall be paid as set forth in the annual Court Facilities Reimbursement Form. "Operating costs" are compensation equivalent to the annual expenses borne by the Lessor for utilities, janitorial service, insurance, and necessary maintenance, repair and upkeep of the facility which do not increase the permanent value or expected life of the facility but keeps it in efficient operating condition. Operating costs will be paid quarterly, and will remain constant except where a subsequent audit by the AOC shows any required increase or decrease in the amount of the operating cost allowance.
6. **TERM OF LEASE.** Subject to the limitations imposed by laws and as provided in paragraphs 7, 8 and 20 of this Lease, the term during which this Lease shall be effective shall begin 11/1/2022 and end 6/30/24. If the Lessee occupies the leased premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month. This lease supersedes all prior Lease Agreements between the Local Government and the AOC concerning the leased premises.
7. **AUTOMATIC RENEWALS.** Unless the Lessee shall give the Lessor written notice thirty (30) days prior to the expiration of the term or any extension that it will not be extended, this lease shall be extended automatically upon the same terms and conditions herein for additional periods of twenty four (24) months unless it is amended in writing or until the AOC ceases to occupy the Leased Premises.
8. **TERMINATION.** The AOC shall have the right to terminate this lease at any time upon thirty (30) days written notice. The thirty (30) day time period shall be computed from date of mailing the written notice. Termination under this Paragraph shall not be considered effective until the last day of the month in which the notice period ends.
9. **ASSIGNMENT.** The Lessee 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 sublessee, and the agents and servants of the Commonwealth, the Federal Government, or such sublessee.
10. **FIXTURES.** The Lessee shall have the right during the existence of this Lease to make alterations, attach fixtures, and erect additions, 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 Court of Justice property and may be removed by it prior to the termination of this lease.
11. **MAINTENANCE, REPAIR AND UPKEEP.** Unless otherwise specified, the Lessor shall maintain the leased premises in good repair and tenantable condition, except in case of damage arising from the negligent acts of the Lessee's agents or employees. For the purpose of maintaining the leased premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the leased premises at reasonable times. Lessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual), floor coverings, window coverings, elevators, inside and outside walls (including windows and entrance and exit doors), all structural portions of the building (including the roof and the watertight integrity of the same), porches, stairways, sidewalks, exterior lighting, parking lot, landscaping, and continuous satisfaction of all governmental requirements generally applicable to similar buildings in the area. The Lessor is solely and fully responsible for maintaining any and all common areas of the building in which the leased premises are located. For purposes of this Lease, "common areas" include any interior areas for joint use by tenants, invitees, or the public, as well as parking areas, sidewalks, and walkways for which rights to use are expressly granted herein or are reasonably necessary or reasonably anticipated with respect to the Lessee's enjoyment of the leased premises.

Lessor shall save and hold Lessee, its officers, directors, employees, agents, contractors and subcontractors harmless for any and all injuries, damages, causes of action, claims, lawsuits, judgments, costs and expenses, including attorney's fees and costs, (1) arising out of the Lessor's performance of its duties under this Lease or caused by the Lessor's officers, directors, employees, agents, contractors, or subcontractors; or (2) arising from defects or deficiencies in the leased premises or common areas of the property, whether or not these defects are hidden or apparent. To the extent that Lessor may be subject to the Kentucky Claims Commission Act, KRS Chapter 49, the Parties acknowledge that Lessor's liability pursuant to this provision may be limited by the Act.

12. **SNOW AND ICE REMOVAL.** Lessor shall provide snow and ice removal services for the leased premises including parking spaces, if provided. Lessor shall clear sidewalks, walkways, and other entrances and keep them free of ice and snow. The Lessor shall remove excess ice melt to minimize slipping hazards.
13. **HAZARDOUS MATERIALS.** The leased premises shall be free of actionable mold and of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Lessee reserves the right, at Lessor's expense, to require documentation or testing to confirm that the leased premises is free of all such materials or substances.
14. **INSURANCE.** Lessor shall be responsible for procuring and continuously maintaining casualty and liability insurance on the leased premises. Lessor shall provide proof of insurance to Lessee within fourteen (14) days of the effective date of this Lease.
15. **BREACH AND CURE OF LESSOR.** Upon receiving notice of a condition requiring cure, the Lessor shall initiate and complete a cure or repair of such condition within a reasonable time. A condition requiring cure includes: (1) a condition that requires the Lessor to undertake repair/replacement and/or other maintenance of the premises; (2) a condition where Lessor has failed to maintain a required service or utility account in good standing; and (3) any other condition resulting in the Lessor's failure to carry out any obligation under the Lease.

If the Lessor does not cure the breach within a reasonable time, the Lessee may cure all or part of the default after providing notice to the Lessor of its intent to perform such cure, and may deduct any costs incurred from rent owed to Lessor. Lessee's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which Lessor is responsible, and all administrative costs the Lessee reasonably incurs and documents in performing or arranging for performance of the cure.

The term "reasonable time", as used in this Paragraph, shall mean as soon as reasonably possible but no longer than thirty (30) days, unless: (1) an emergency condition exists requiring an immediate cure to promptly begin without delay and to be complete within 24 hours to the extent reasonable possible; or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the Lessor provides the level of cure that is reasonably possible to do with due diligence within 30 days. An emergency condition exists if a condition requiring a cure (1) prevents or substantially disrupts the Lessee from using all of a substantial part of the premises; or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises.
16. **BREACH AND CURE OF LESSEE.** If Lessee fails to pay rentals or otherwise fails to perform its obligations hereunder and this failure is not cured within thirty (30) days after written notice from Lessor to Lessee of such failure, then Lessee is in default and Lessor may terminate this Lease and may enter and take possession of the leased premises. No provision, covenant or agreement contained in this Lease shall be deemed a waiver of sovereign immunity of the AOC.

The AOC, as an agency of the Commonwealth of Kentucky, is vested with sovereign immunity and does not carry general liability insurance for itself, agents, or employees. Any claim brought against the AOC relating to personal injury or property damage must be filed and decided under the Kentucky Claims Commission Act, KRS Chapter 49.

17. DESTRUCTION OF PREMISES. 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 Lessee may terminate this Lease by giving written notice to the Lessor within fifteen (15) days after such partial destruction or damage, and if so terminated, no rent shall accrue to the Lessor after the date of such partial destruction or damage.

18. EXHIBITS. The following documents are attached to and made part of the Lease, if assigned an Exhibit Number below. If an Addendum is required, this Lease is not effective until the Addendum has been executed.

Document Name	Number of Pages	Exhibit Number
Floor Plan(s)	1	A
Parking Plan(s)		
Addendum	42	B
Other		

19. SEVERABILITY. 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.

20. APPROPRIATIONS. The Lessor understands that funds of the AOC cannot be committed beyond its current fiscal year and its applicable appropriation and the related allotment from which the rental payments will be made.

21. COMPLIANCE. The Lessor shall ensure the Leased Premises are compliant with all standards set by the State Fire Marshal, the Americans with Disabilities Act of 1990 ("ADA"), and the Occupational Safety and Health Administration ("OSHA"). If a determination of non-compliance is made by any federal or state agency, including the AOC ADA/OSHA Compliance Officer, the Lessor is responsible for correcting the non-compliant area at the Lessor's cost.

22. ENTIRE AGREEMENT. This document, including attachments, constitutes the entire agreement between the Parties regarding the subject matter described herein, and other promises, representations, understandings, arrangements, and prior agreements are superseded by this Lease. The Parties may make such amendments to this Lease as may be necessary. In order to become part of this Lease, amendments must be agreed to in writing and be signed by authorized representatives of both the Lessor and the Lessee.

23. CHOICE OF LAW. All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the Parties hereto agree that any legal action brought on the basis of this Agreement shall be filed in Franklin Circuit Court in the Commonwealth of Kentucky.

LESSOR:

R-79
LESSOR'S SIGNATURE

MADISON COUNTY FISCAL COURT
LOCAL GOVERNMENT

MAY 24, 2022
DATE

(859) 624-4700
LESSOR'S TELEPHONE NUMBER

LESSOR'S ADDRESS:

135 W. IRVINE ST., STE. 300
RICHMOND, KY 40475

LESSEE:

Jamie K. Glens
DIRECTOR, AOC

June 3rd, 2022
DATE

REVIEWED BY:

Ryan W. Beck
LEGAL COUNSEL, AOC

RECOMMENDED BY:

Charlie Collier
DEPARTMENT OF COURT FACILITIES, AOC

Approved by:

Jenny L. [Signature]
Director of Finance and Administration, AOC

INSTRUCTIONS: ALL NOTICES, CORRESPONDENCE, AND INQUIRIES CONCERNING THIS LEASE SHOULD BE DIRECTED TO THE ADDRESS BELOW:

GOVERNMENT LEASES
ATTN: DEPARTMENT OF COURT FACILITIES
ADMINISTRATIVE OFFICE OF THE COURTS
1001 VANDALAY DRIVE
FRANKFORT, KY 40601

2 SECOND FLOOR PLAN



LEASE ADDENDUM

INTERNAL USE ONLY

PR#: 8482 Exhibit: B
COUNTY: Madison
Net Increase: \$517,801.20
Annual Increase: \$776,701.80

PROPERTY ADDRESS: 116 WEST MAIN STREET, RICHMOND, KY

LESSOR'S NAME: MADISON COUNTY FISCAL COURT

LESSOR'S PHONE: 859-624-4700

THIS LEASE ADDENDUM (hereinafter the "Addendum"), is entered into on the 1st day of May, 2022, by and between Madison County Fiscal Court (hereinafter the "Lessor") and the Kentucky Administrative Office of the Courts (hereinafter "AOC" or the "Lessee"), referred to collectively as the "Parties."

This ADDENDUM modifies the Lease Agreement dated May 1st, 2022 between the Parties, (hereinafter referred to as "Lease Agreement").

The Parties agree as follows:

1. The Lessor must build out the Leased Premises per the final plans and specifications attached hereto and incorporated herein as Attachments A and B.
2. During construction, Lessor must correct all ADA or OSHA conditions reported as non-compliant on the ADA/OSHA Lease Compliance Inspection Report.
3. The AOC understands and agrees that modifications to the Floor Plan may be made during construction due to existing conditions. Lessor understands and agrees that any modifications affecting final design must be approved by the AOC in writing. Upon completion of the build-out, Lessor shall provide the AOC Facilities Coordinator back-up documentation demonstrating actual costs of the build-out up to the maximum amount established by this Addendum or modification thereto. Back-up documentation includes invoices and cancelled checks.
4. The AOC will reimburse the Lessor for the actual costs of the build-out of the Leased Premises as described in Paragraph 1, above, not to exceed \$1,294,503.
 - a. Once documented, the cost shall be amortized over the remaining life of the Lease in which payments are to be made, currently estimated to be 20 months; these amortized payments shall be in addition to the Rent established in Paragraph 4 of the Lease; and may be made by separate check.
 - b. The AOC will not reimburse the Lessor for financing costs.
5. The AOC's obligation to pay rent to the Lessor will commence upon the first day of the month following completion of the build-out described herein. The Parties currently anticipate that completion of the build-out will occur prior to November 1, 2022. "Completion" means:
 - a. The AOC Facilities Coordinator has verified that the Leased Premises have been built out in accordance with the Floor Plan and any AOC-approved modifications; and

LEASE ADDENDUM

PR 8441

Page 2 of 2

- b. The AOC ADA/OSHA compliance officer has verified that the Leased Premises is ADA compliant and meets OSHA standards.
- c. A Certificate of Occupancy has been issued.

All other terms and conditions of the Lease Agreement remain the same. In the event the terms and conditions of this Addendum conflict with the terms and conditions of the Lease, the terms and conditions of the Addendum shall control.

LESSOR:

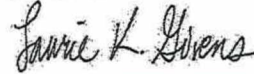


LESSOR'S SIGNATURE

DATE:

5-24-2022

LESSEE:

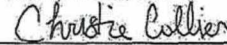


DIRECTOR, AOC

DATE:

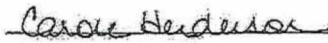
June 3rd 2022

RECOMMENDED BY:

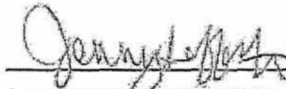


DEPARTMENT OF COURT FACILITIES, AOC

APPROVED BY:

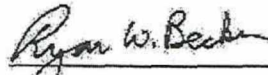


CAROLE, HENDERSON, BUDGET DIRECTOR, AOC



JENNY LAFFERTY, DIRECTOR OF FINANCE AND
ADMINISTRATION, AOC

REVIEWED BY:



RYAN W. BECKER LEGAL COUNSEL, AOC

716 W. Main St.
Richmond, KY 40475
BID SET



VICINITY MAP

PROJECT TEAM

ARCHITECT

Integrity / Archikaojuro, P.L.C.
2414 Polumbo Drive, Suite 125
Lexington, KY 40509
(859) 366-9712

TYPE ENGINEER

Marquim Engineering
500 South 17th Street
Paducah, KY 42002
(270) 444-9274

STRUCTURAL ENGINEER

Brown & Kubicki
2224 Young Drive
Lexington, KY 40505
(859) 543-0933

CONSTRUCTION MANAGER

153 Blue Sky Parkway
Lexington, KY 40509

PROJECT DESCRIPTION

[illegible][illegible]

Intelligibility Association
2047 West 10th Avenue
Littleton, CO 80120
303 733-1232
For membership information
see 303 733-1232

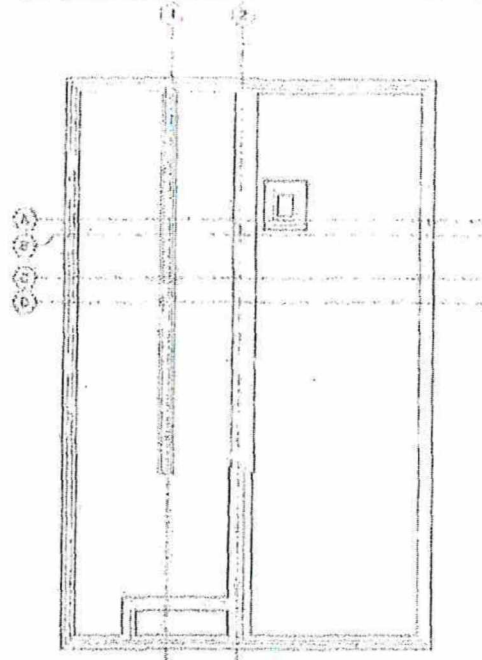


MADISON CO.
COURT TEMP
FACILITIES
RENOVATION
PROJECTS
16 W. Main St.
Beverly, KY 40415

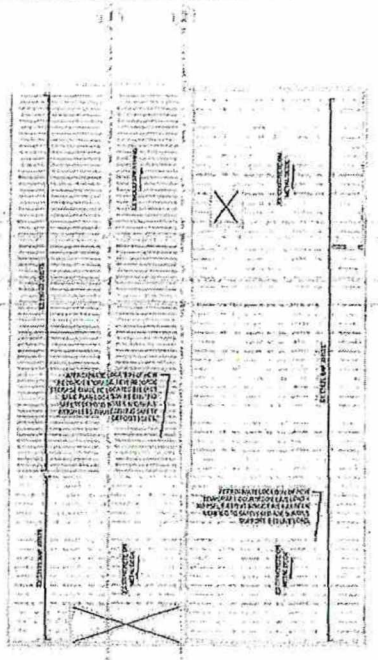
COVERABILITY,
PROJECT NOTES, &
WALL TYPES.

Public (A) : 115
Call : 1-800-762-1010
Address :

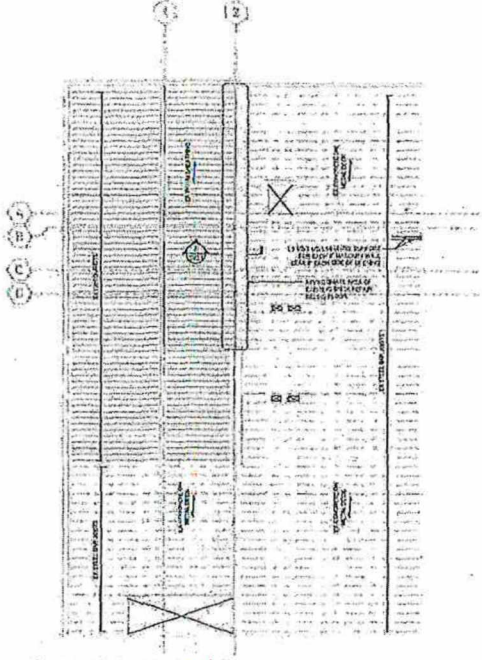
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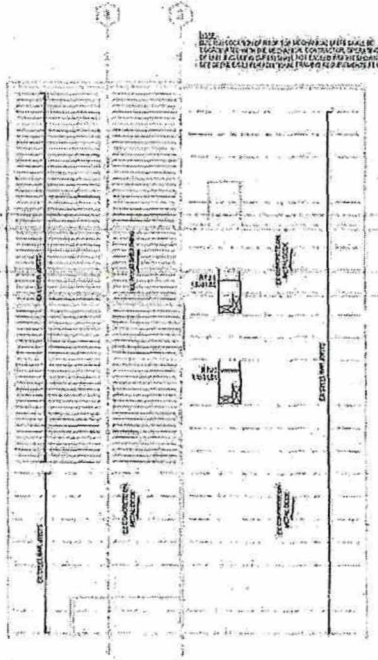
FOUNDATION PLAN
3/12" = 1'-0"



FIRST FLOOR FRAMING PLAN
3/12" = 1'-0"



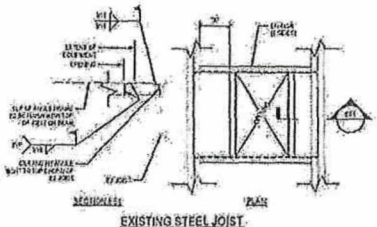
SECOND FLOOR FRAMING PLAN
3/12" = 1'-0"



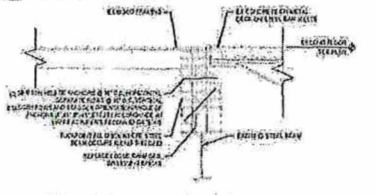
ROOF FRAMING PLAN
3/12" = 1'-0"

GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL MATERIALS SHALL BE AS SHOWN ON THE DRAWINGS.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND BARRIERS.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK.
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TYPICAL ROOF OR FLOOR OPENING DETAIL
1/8" = 1'-0"



EXISTING BRICK REINFORCEMENT DETAIL
3/4" = 1'-0"

Integrity ARCHITECTURE
3144 Ash Grove Road
Longwood, NC 27030
919.487.1111
www.integrityarch.com

BR
BRIDGES & ROADS
3144 Ash Grove Road
Longwood, NC 27030
919.487.1111
www.bridgesandroads.com

AMERICAN INSTITUTE OF ARCHITECTS
1900 N. W. 10th Ave.
Fort Lauderdale, FL 33309
954.574.1111
www.aia.org

PROJECT: MADISON CO. COURTS TEMP. FACILITIES RENOVATION PROJECT
DATE: 10/1/2019
BY: J. SMITH
FOR: J. SMITH

PROJECT: SM2.1
DATE: 10/1/2019
BY: J. SMITH
FOR: J. SMITH

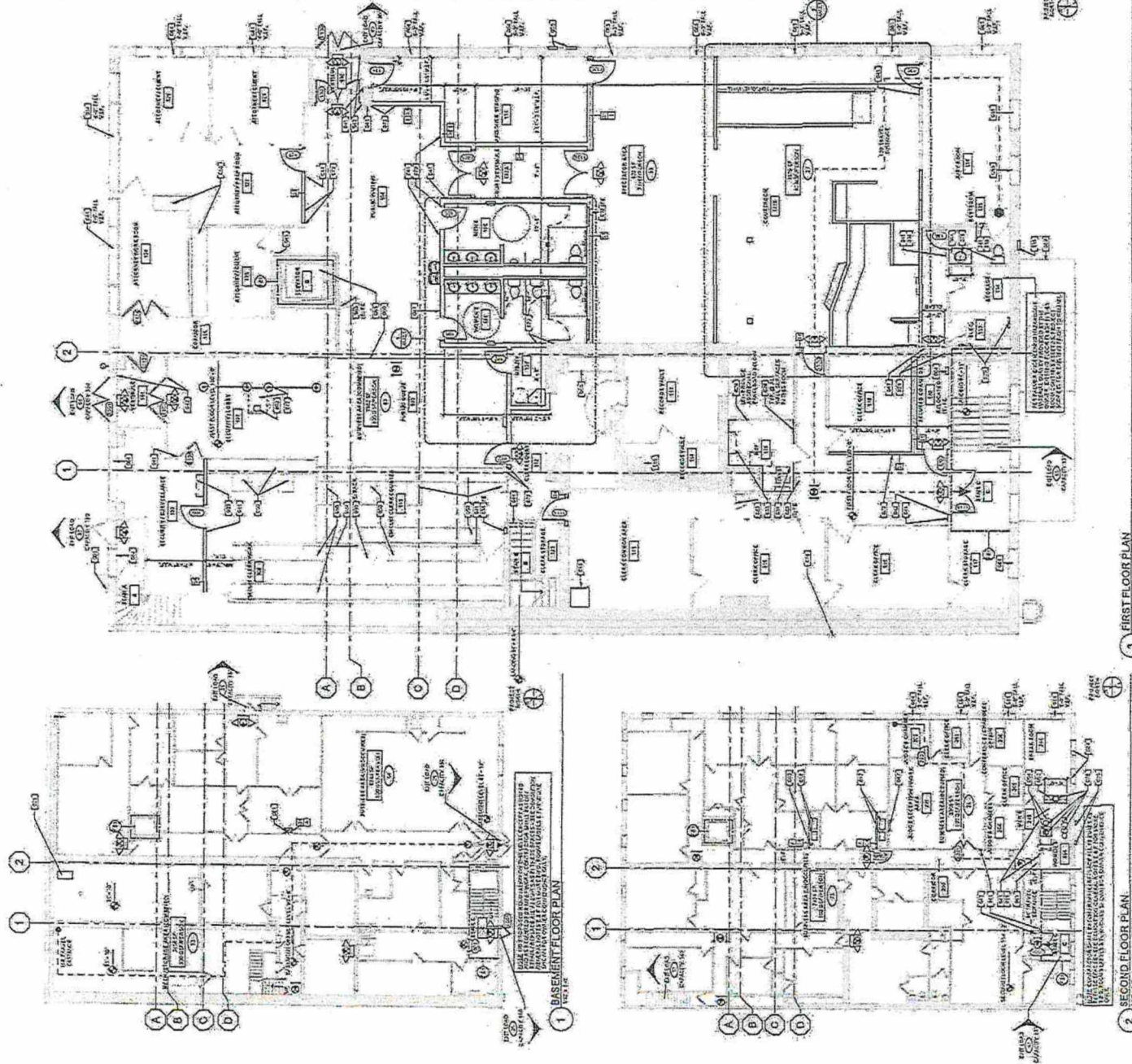


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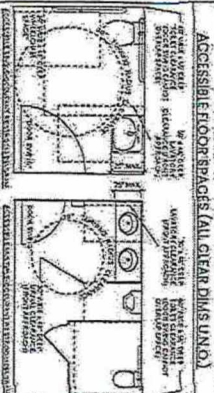
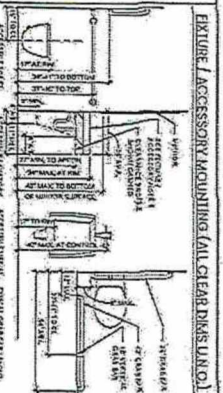
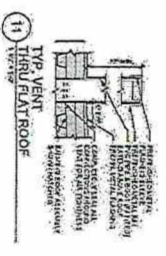
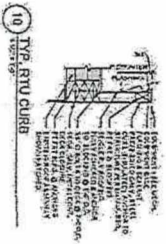
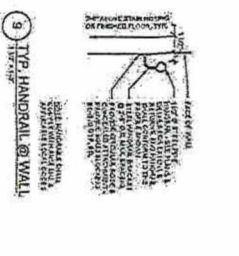
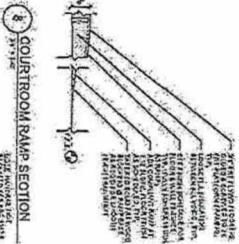
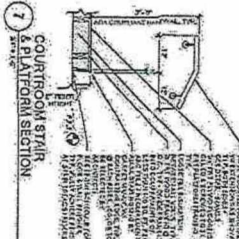
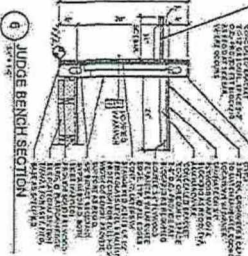
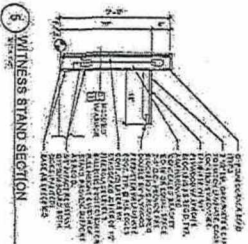
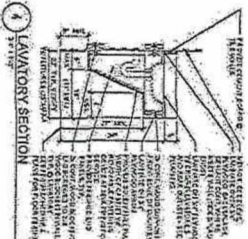
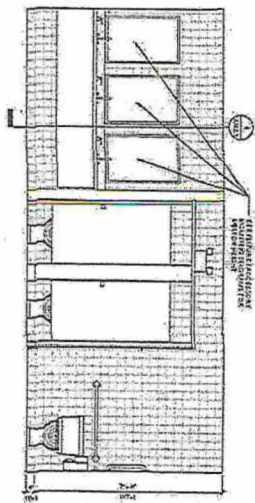
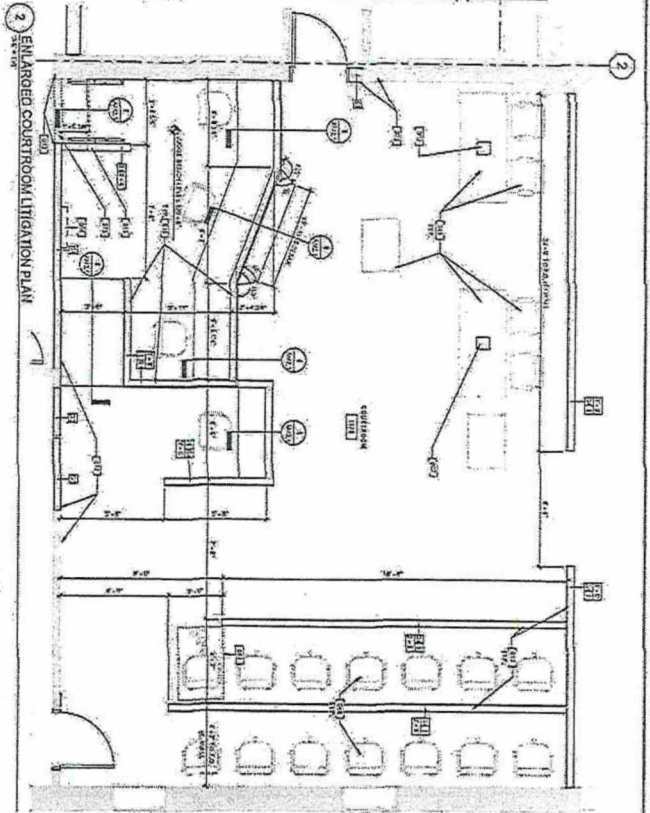
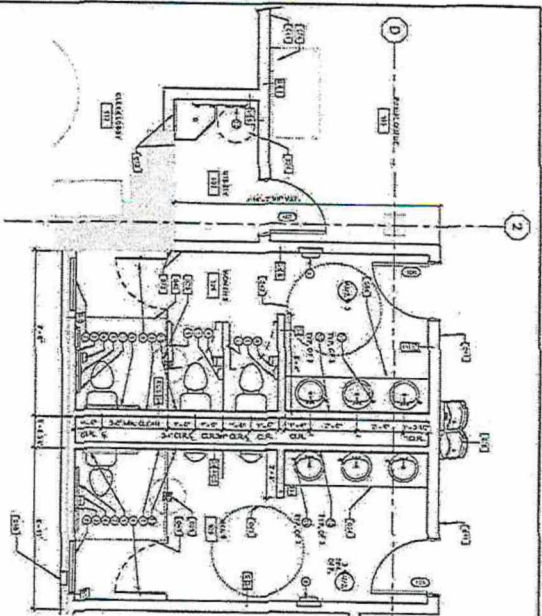
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1. **WOLFF PACE BELMONT**
 2. **ALBINO**
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 97. **WOLFF PACE BELMONT**
 98. **ALBINO**
 99. **WOLFF PACE BELMONT**
 100. **ALBINO**

[illegible][illegible]

3 FIRST FLOOR PLAN
BY T.C.

2 SECOND FLOOR PLAN: 1/2" = 1'-0"

[illegible][illegible][illegible]

1. $\frac{1}{2}$ $\rightarrow$ 20% of population
 2. $\frac{1}{4}$ $\rightarrow$ 10% of population
 3. $\frac{1}{8}$ $\rightarrow$ 5% of population
 4. $\frac{1}{16}$ $\rightarrow$ 2.5% of population
 5. $\frac{1}{32}$ $\rightarrow$ 1.25% of population
 6. $\frac{1}{64}$ $\rightarrow$ 0.625% of population
 7. $\frac{1}{128}$ $\rightarrow$ 0.3125% of population
 8. $\frac{1}{256}$ $\rightarrow$ 0.15625% of population
 9. $\frac{1}{512}$ $\rightarrow$ 0.078125% of population
 10. $\frac{1}{1024}$ $\rightarrow$ 0.0390625% of population
 11. $\frac{1}{2048}$ $\rightarrow$ 0.01953125% of population
 12. $\frac{1}{4096}$ $\rightarrow$ 0.009765625% of population
 13. $\frac{1}{8192}$ $\rightarrow$ 0.0048828125% of population
 14. $\frac{1}{16384}$ $\rightarrow$ 0.00244140625% of population
 15. $\frac{1}{32768}$ $\rightarrow$ 0.001220703125% of population
 16. $\frac{1}{65536}$ $\rightarrow$ 0.0006103515625% of population
 17. $\frac{1}{131072}$ $\rightarrow$ 0.00030517578125% of population
 18. $\frac{1}{262144}$ $\rightarrow$ 0.000152587890625% of population
 19. $\frac{1}{524288}$ $\rightarrow$ 7.62939453125e-05% of population
 20. $\frac{1}{1048576}$ $\rightarrow$ 3.814697265625e-05% of population
 21. $\frac{1}{2097152}$ $\rightarrow$ 1.9073486328125e-05% of population
 22. $\frac{1}{4194304}$ $\rightarrow$ 9.5367431640625e-06% of population
 23. $\frac{1}{8388608}$ $\rightarrow$ 4.76837158203125e-06% of population
 24. $\frac{1}{16777216}$ $\rightarrow$ 2.384185791015625e-06% of population
 25. $\frac{1}{33554432}$ $\rightarrow$ 1.1920928955078125e-06% of population
 26. $\frac{1}{67108864}$ $\rightarrow$ 5.9604644775390625e-07% of population
 27. $\frac{1}{134217728}$ $\rightarrow$ 2.98023223876953125e-07% of population
 28. $\frac{1}{268435456}$ $\rightarrow$ 1.4901161193847656e-07% of population
 29. $\frac{1}{536870912}$ $\rightarrow$ 7.450580596923828e-08% of population
 30. $\frac{1}{1073741824}$ $\rightarrow$ 3.725290298461914e-08% of population
 31. $\frac{1}{2147483648}$ $\rightarrow$ 1.862645149230957e-08% of population
 32. $\frac{1}{4294967296}$ $\rightarrow$ 9.313225746154785e-09% of population
 33. $\frac{1}{8589934592}$ $\rightarrow$ 4.656612873077392e-09% of population
 34. $\frac{1}{17179869184}$ $\rightarrow$ 2.328306436538696e-09% of population
 35. $\frac{1}{34359738368}$ $\rightarrow$ 1.164153218269348e-09% of population
 36. $\frac{1}{68719476736}$ $\rightarrow$ 5.82076609134674e-10% of population
 37. $\frac{1}{137438953472}$ $\rightarrow$ 2.91038304567337e-10% of population
 38. $\frac{1}{274877906944}$ $\rightarrow$ 1.455191522836685e-10% of population
 39. $\frac{1}{549755813888}$ $\rightarrow$ 7.275957614183425e-11% of population
 40. $\frac{1}{1099511627776}$ $\rightarrow$ 3.637978807091712e-11% of population
 41. $\frac{1}{2199023255552}$ $\rightarrow$ 1.818989403545856e-11% of population
 42. $\frac{1}{4398046511104}$ $\rightarrow$ 9.09494701772928e-12% of population
 43. $\frac{1}{8796093022208}$ $\rightarrow$ 4.54747350886464e-12% of population
 44. $\frac{1}{17592186044416}$ $\rightarrow$ 2.27373675443232e-12% of population
 45. $\frac{1}{35184372088832}$ $\rightarrow$ 1.13686837721616e-12% of population
 46. $\frac{1}{70368744177664}$ $\rightarrow$ 5.6843418860808e-13% of population
 47. $\frac{1}{140737488355328}$ $\rightarrow$ 2.8421709430404e-13% of population
 48. $\frac{1}{281474976710656}$ $\rightarrow$ 1.4210854715202e-13% of population
 49. $\frac{1}{562949953421312}$ $\rightarrow$ 7.105427357601e-14% of population
 50. $\frac{1}{1125899906842624}$ $\rightarrow$ 3.5527136788005e-14% of population
 51. $\frac{1}{2251799813685248}$ $\rightarrow$ 1.77635683940025e-14% of population
 52. $\frac{1}{4503599627370496}$ $\rightarrow$ 8.88178419700125e-15% of population
 53. $\frac{1}{9007199254740992}$ $\rightarrow$ 4.440892098500625e-15% of population
 54. $\frac{1}{18014398509481984}$ $\rightarrow$ 2.2204460492503125e-15% of population
 55. $\frac{1}{36028797018963968}$ $\rightarrow$ 1.1102230246251562e-15% of population
 56. $\frac{1}{72057594037927936}$ $\rightarrow$ 5.551115123125781e-16% of population
 57. $\frac{1}{144115188075855872}$ $\rightarrow$ 2.7755575615628905e-16% of population
 58. $\frac{1}{288230376151711744}$ $\rightarrow$ 1.3877787807814452e-16% of population
 59. $\frac{1}{576460752303423488}$ $\rightarrow$ 6.938893903907226e-17% of population
 60. $\frac{1}{1152921504606846976}$ $\rightarrow$ 3.469446951953613e-17% of population
 61. $\frac{1}{2305843009213693952}$ $\rightarrow$ 1.7347234759768065e-17% of population
 62. $\frac{1}{4611686018427387904}$ $\rightarrow$ 8.673617379884032e-18% of population
 63. $\frac{1}{9223372036854775808}$ $\rightarrow$ 4.336808689942016e-18% of population
 64. $\frac{1}{18446744073709551616}$ $\rightarrow$ 2.168404344971008e-18% of population
 65. $\frac{1}{36893488147419103232}$ $\rightarrow$ 1.084202172485504e-18% of population
 66. $\frac{1}{73786976294838206464}$ $\rightarrow$ 5.42101086242752e-19% of population
 67. $\frac{1}{147573952589676412928}$ $\rightarrow$ 2.71050543121376e-19% of population
 68. $\frac{1}{295147905179352825856}$ $\rightarrow$ 1.35525271560688e-19% of population
 69. $\frac{1}{590295810358705651712}$ $\rightarrow$ 6.7762635780344e-20% of population
 70. $\frac{1}{1180591620717411303424}$ $\rightarrow$ 3.3881317890172e-20% of population
 71. $\frac{1}{2361183241434822606848}$ $\rightarrow$ 1.6940658945086e-20% of population

[illegible][illegible]

WHEELCHAIR DIMENSIONS

	A	B	C	D	E
MINIMUM	24 INCHES	24 INCHES	24 INCHES	24 INCHES	24 INCHES
MAXIMUM	30 INCHES	30 INCHES	30 INCHES	30 INCHES	30 INCHES

TOILET DIMENSIONS

	A	B	C	D	E
MINIMUM	24 INCHES	24 INCHES	24 INCHES	24 INCHES	24 INCHES
MAXIMUM	30 INCHES	30 INCHES	30 INCHES	30 INCHES	30 INCHES

SHOWER DIMENSIONS

	A	B	C	D	E
MINIMUM	24 INCHES	24 INCHES	24 INCHES	24 INCHES	24 INCHES
MAXIMUM	30 INCHES	30 INCHES	30 INCHES	30 INCHES	30 INCHES

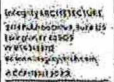
BATHTUB DIMENSIONS

	A	B	C	D	E
MINIMUM	24 INCHES	24 INCHES	24 INCHES	24 INCHES	24 INCHES
MAXIMUM	30 INCHES	30 INCHES	30 INCHES	30 INCHES	30 INCHES

PLATE	REGISTRATION
ALPINE 121	STANLEY ESTATE 1212
ALPINE 122	COLUMBIAN 1213
ALPINE 123	ALPINE 1214
ALPINE 124	ALPINE 1215
ALPINE 125	ALPINE 1216
ALPINE 126	ALPINE 1217
ALPINE 127	ALPINE 1218
ALPINE 128	ALPINE 1219
ALPINE 129	ALPINE 1220
ALPINE 130	ALPINE 1221
ALPINE 131	ALPINE 1222
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ALPINE 159	ALPINE 1250
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ALPINE 162	ALPINE 1253
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ALPINE 250	ALPINE 1341
ALPINE 251	ALPINE 1342

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	(P) (U) (S) (C) (E) (A) (N) (T)
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[illegible]

PROJECT NAME
MADISON CO.
COURT TEMP.
FACILITIES
RENOVATION
PROJECT ADDRESS
114 W. MAIN ST.
DUBLAND, CA 94568

DEMOLITION
MECHANICAL FIRST-
FLOOR PLAN

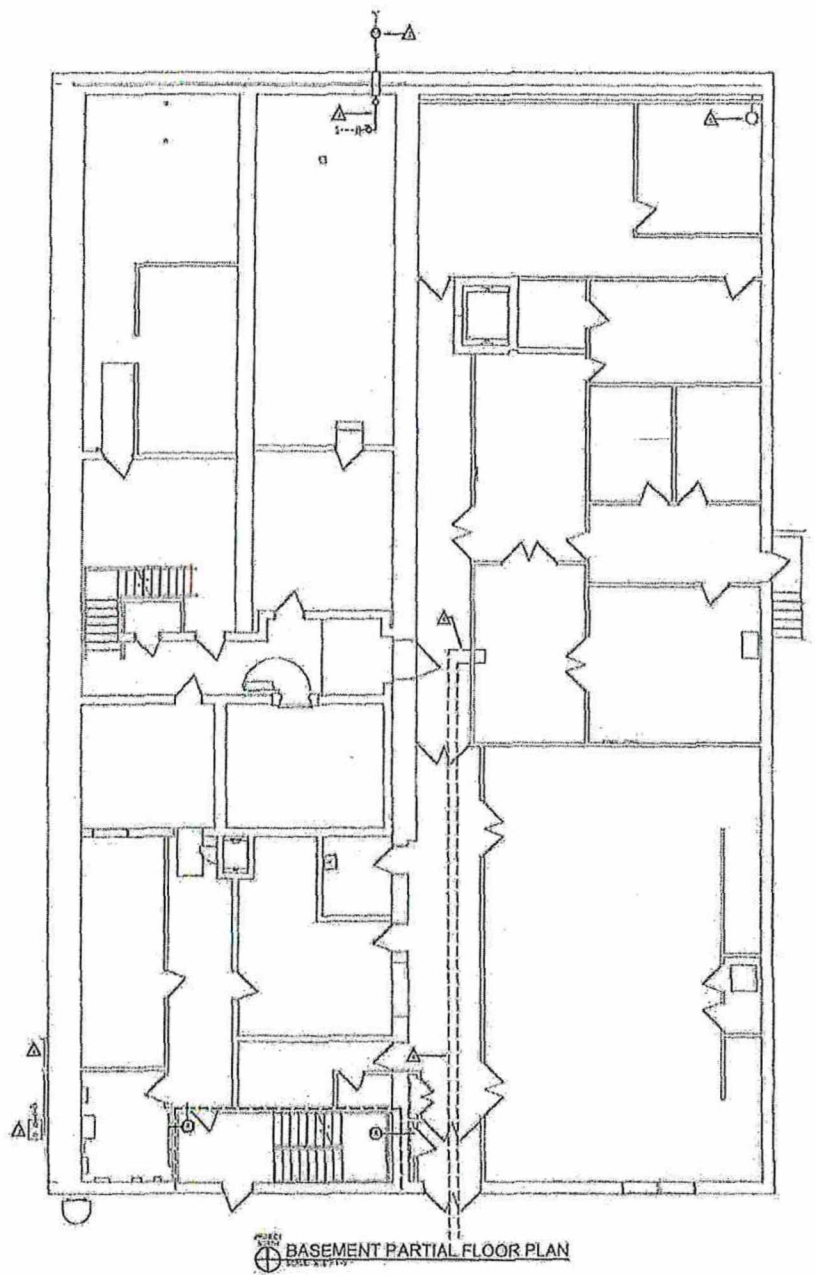
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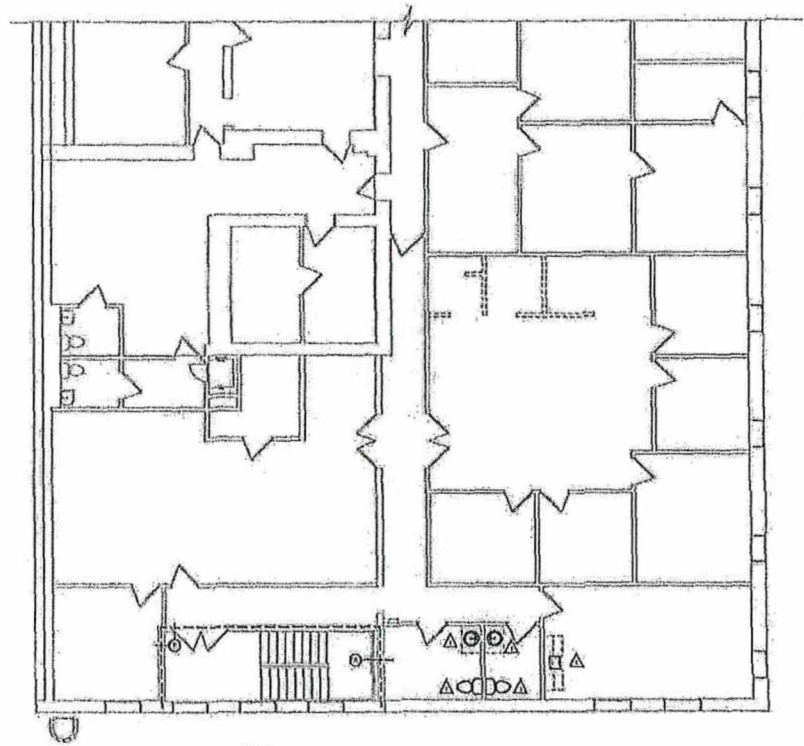
DMM1.1

DID SET

MECHANICAL DEMOLITION TAG NOTES	
REMOVE TO INDICATED AREA	
1	REMOVE EXISTING MECHANICAL EQUIPMENT FROM BASEMENT AND SECOND FLOOR PLANS.
2	REMOVE EXISTING MECHANICAL EQUIPMENT FROM BASEMENT AND SECOND FLOOR PLANS.
3	REMOVE EXISTING MECHANICAL EQUIPMENT FROM BASEMENT AND SECOND FLOOR PLANS.
4	REMOVE EXISTING MECHANICAL EQUIPMENT FROM BASEMENT AND SECOND FLOOR PLANS.
5	REMOVE EXISTING MECHANICAL EQUIPMENT FROM BASEMENT AND SECOND FLOOR PLANS.
6	REMOVE EXISTING MECHANICAL EQUIPMENT FROM BASEMENT AND SECOND FLOOR PLANS.
7	REMOVE EXISTING MECHANICAL EQUIPMENT FROM BASEMENT AND SECOND FLOOR PLANS.
8	REMOVE EXISTING MECHANICAL EQUIPMENT FROM BASEMENT AND SECOND FLOOR PLANS.



⊕ BASEMENT PARTIAL FLOOR PLAN
SCALE: 1/8" = 1'-0"



⊕ SECOND FLOOR PARTIAL FLOOR PLAN
SCALE: 1/8" = 1'-0"

CLASSIFIED ASSEMBLY LEGEND		
SYMBOL	DESCRIPTION	REQUIRED WORK
⊕	MECHANICAL EQUIPMENT	REMOVE TO INDICATED AREA
⊙	MECHANICAL EQUIPMENT	REMOVE TO INDICATED AREA
⊗	MECHANICAL EQUIPMENT	REMOVE TO INDICATED AREA

Integrity Architecture
204 E. Main Street, Suite 200
Madison, WI 53702
608.255.1111
www.integrityarch.com

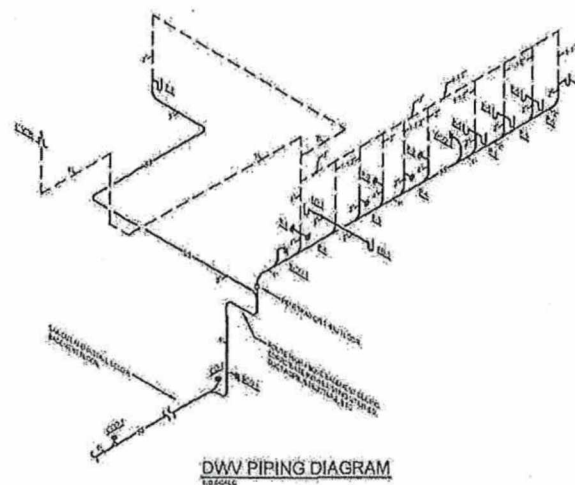
MARCUM
ENGINEERING, LLC
2020 N. 10th Street
Madison, WI 53705
608.255.1111
www.marcumeng.com

PROJECT:
MADISON CO. COURTS TEMP.
FACILITIES
RENOVATION
PROJECT NO. 1000000000
REV. 001
DATE: 08/08/2020

DATE: 08/08/2020
BY: [Signature]
CHECKED: [Signature]
DATE: 08/08/2020

PROJECT NO. 1000000000
DATE: 08/08/2020
BY: [Signature]
CHECKED: [Signature]
DATE: 08/08/2020

PROJECT NO. 1000000000
DATE: 08/08/2020
BY: [Signature]
CHECKED: [Signature]
DATE: 08/08/2020

[illegible]

SANITARY SEWER & WATER
BRUNNENBACH & SONS
4000 JENKINSON DRIVE
200 HILLVIEW DRIVE
EAST PITTSBURGH, PA 15120
PH 412-221-2121

REPLACES AND IS SUPERSEDED BY THE DRAWING. SEE
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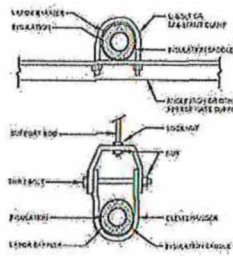
MARCUM
ENGINEERING, LLC
A Subsidiary of Jones Engineering, Inc.
800 SOUTH CHURCH ST.
FARMINGTON, KENTUCKY 40021
PHONE: 502-454-1274
WWW.MARCUMENGINEERING.PA
CORPORATE: 200 S. MARCUM
LANSING, MI 48206

PROJECT HAVE
MADISON CO.
COURTS TEMP.
FACILITIES
RENOVATIONS
PROJECTS/DOES.
NEW LEBEL
RICHMOND KY 40429

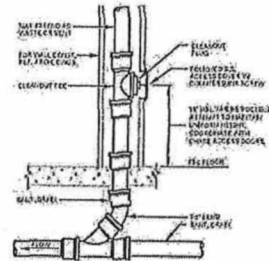
SHEET NAME
PLUME/NO
DIAGRAMS

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DATE	12/02/2022	
REVISED		
NO	DESCRIPTION	DATE

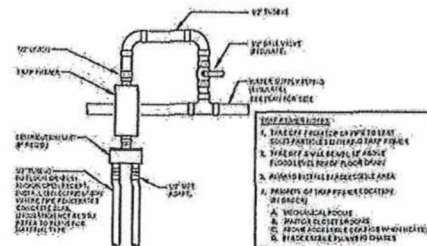
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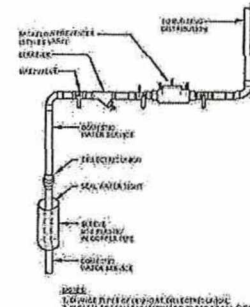
PLUMBING PIPE SUPPORT DETAIL



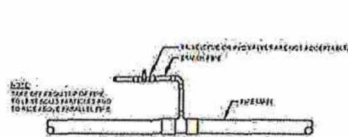
WALL CLEANOUT DETAIL



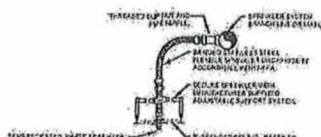
TRAP PRIMER DETAIL



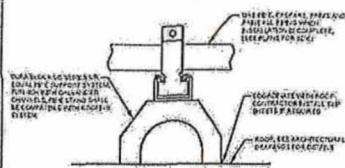
DOMESTIC WATER SERVICE DETAIL



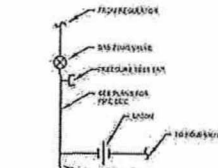
PIPE TAKE OFF DETAIL



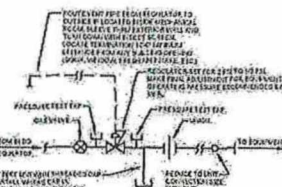
SPRINKLER DROP DETAIL



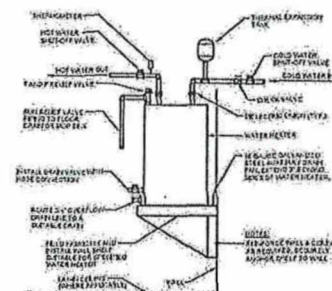
GAS PIPING SUPPORT DETAIL



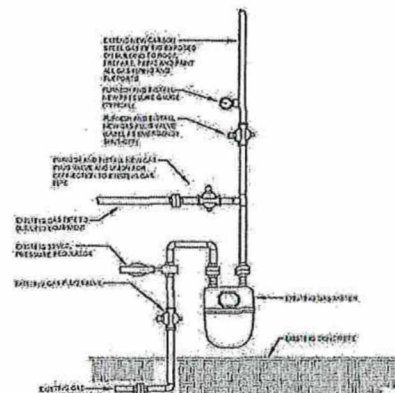
GAS CONNECTION DETAIL



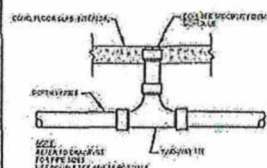
HIGH / MEDIUM PRESSURE GAS CONNECTION DETAIL



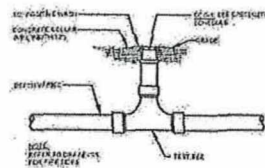
ELECTRIC WATER HEATER ON SHELF DETAIL



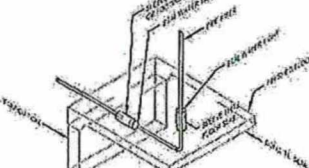
GAS METER DETAIL



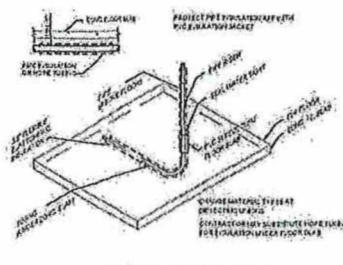
CLEANOUT DETAIL



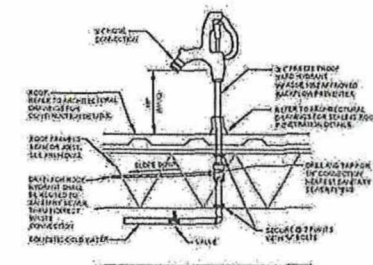
COMBINATION TEST TEE / CLEANOUT DETAIL



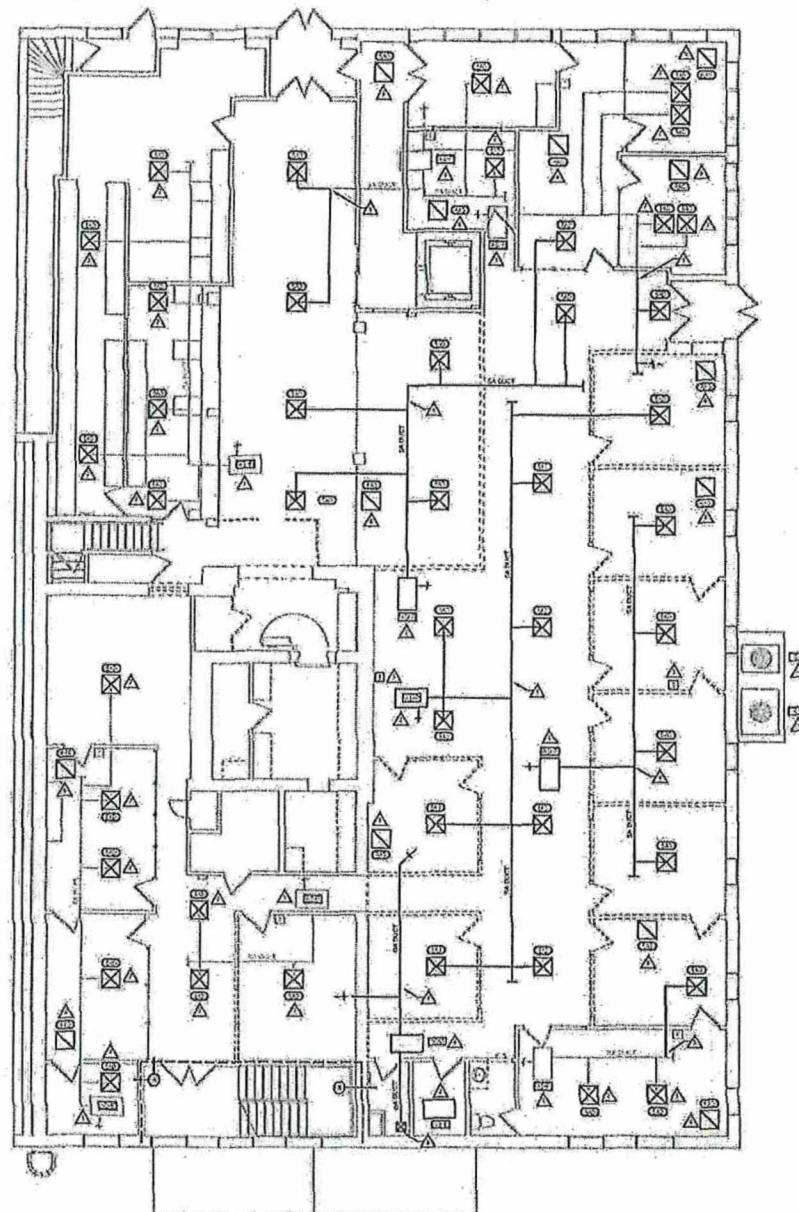
PIPE PENETRATION DETAIL



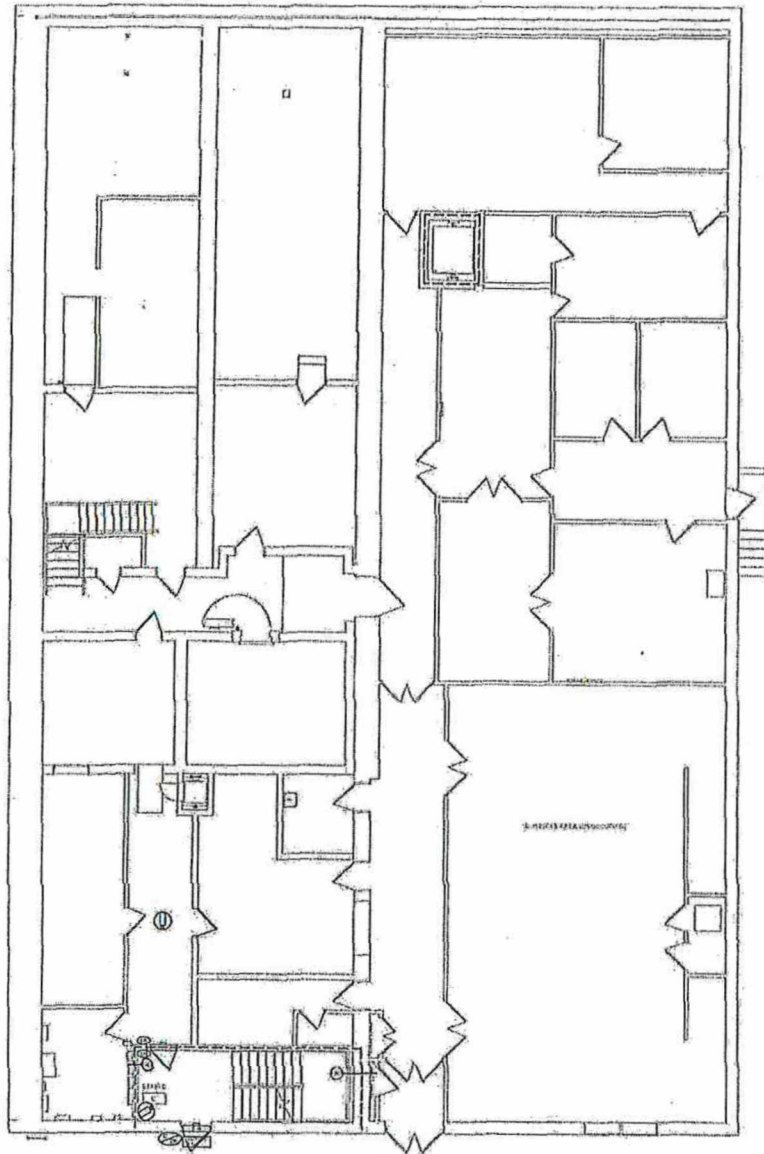
DOMESTIC WATER PIPE UNDER FLOOR SLAB DETAIL



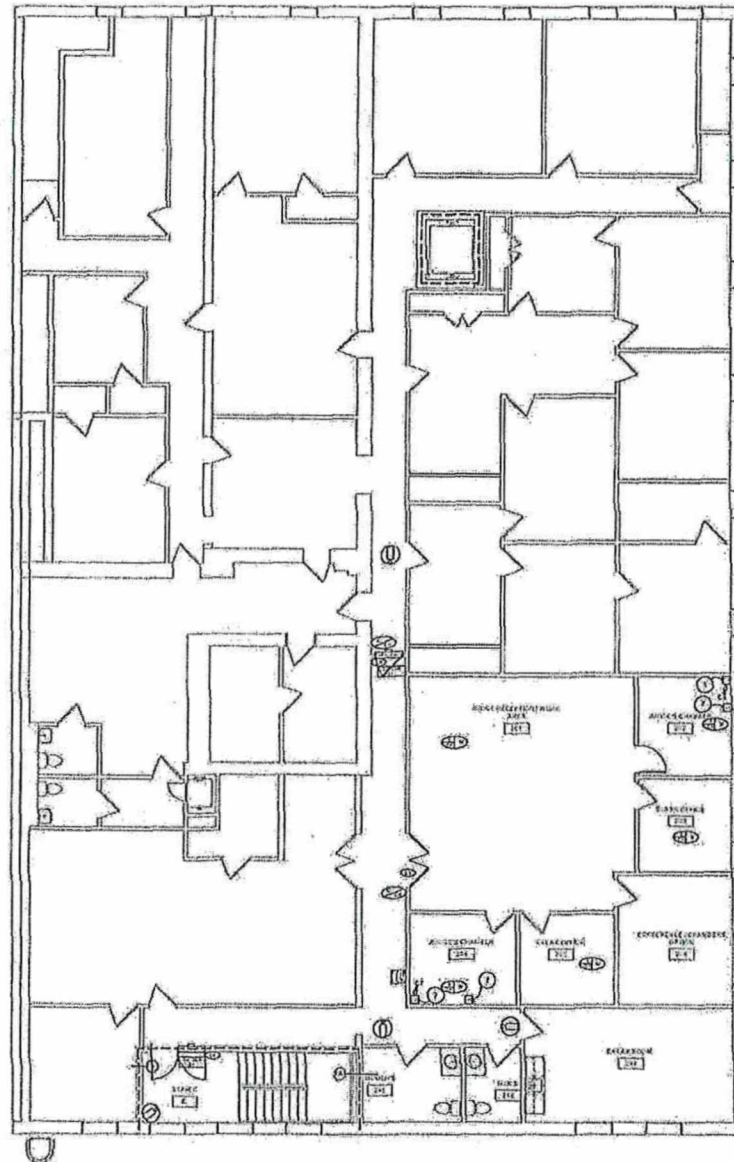
WATER HYDRANT ON ROOF DETAIL



CLASSIFIED ASSEMBLY LEGEND		
SYMBOL	DESCRIPTION	REQUIRED WORK
	100 OHM RESISTOR	1. ASSEMBLE RESISTOR IN PLACE 2. SOLDER TO BOARD 3. TRIM TO CORRECT VALUE 4. TEST



BASEMENT FLOOR PLAN
DATE: 01/14/2010



SECOND FLOOR PLAN
DATE: 01/14/2010

COORDINATION NOTE:

FOR USE OF THE ARCHITECT, ENGINEER, AND CONTRACTOR TO COORDINATE THE WORK OF THE ELECTRICAL, MECHANICAL, AND PLUMBING TRADES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF THE WORK OF THE ELECTRICAL, MECHANICAL, AND PLUMBING TRADES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF THE WORK OF THE ELECTRICAL, MECHANICAL, AND PLUMBING TRADES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF THE WORK OF THE ELECTRICAL, MECHANICAL, AND PLUMBING TRADES.

CLASSIFIED ASSEMBLY LEGEND:

SYMBOL	DESCRIPTION	REQUIRED WORK
⊕	TYPE 1/2" REBAR	1. ALL REBAR SHALL BE EPOXY COATED 2. ALL REBAR SHALL BE EPOXY COATED 3. ALL REBAR SHALL BE EPOXY COATED
⊕	TYPE 1/2" REBAR	1. ALL REBAR SHALL BE EPOXY COATED 2. ALL REBAR SHALL BE EPOXY COATED 3. ALL REBAR SHALL BE EPOXY COATED



INNOVATIVE RESEARCH
10000 N. 10TH AVE. SUITE 100
DENVER, CO 80231
727.444.1172
www.innovativeresearch.com
4-2010-01-01



MARCUM ENGINEERING, LLC
20000 N. 10TH AVE. SUITE 100
DENVER, CO 80231
727.444.1172
www.marcumeng.com
4-2010-01-01

PROJECT:
MADISON CO.
COURTS TOWER
FACILITIES
RENOVATION
PROJECTS
RESEARCH
FACILITIES

SYSTEM:
ELECTRICAL
SECURITY
BASEMENT &
SECOND FLOOR
PLAN

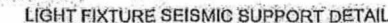
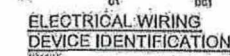
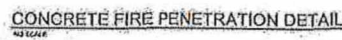
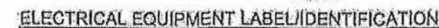
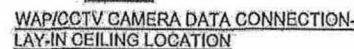
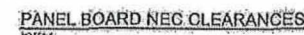
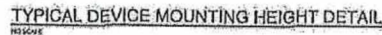
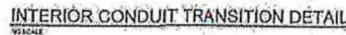
PROJECT: 2010/01/14
DATE: 01/14/2010
REVISION:

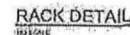
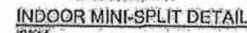
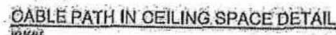
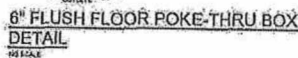
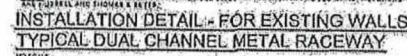
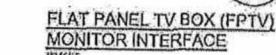
BY: [Signature]
DATE:

PROJECT NAME:

EMI.2.3

BY: [Signature]





LIGHTING CONTROL NARRATIVE																	
ROOM NUMBER	ROOM TITLE	MANUAL ON	MANUAL OFF	PHOTO	REMOTE SWITCH	WALL FAN SWITCH	KEY SWITCH	ON/STAY ON	TIME DELAY OFF	RECALL/RECALL	OCCUPANCY SENSING	PHOTOEYES/PIR	PHOTOEYES/PIR	EXTERIOR PHOTOEYE/PIR	WINDUP/RECALL/RECALL	RECALL/RECALL/RECALL	NOTES
1	Lobby	X								X					WINDUP, RECALL	1	
1	LOBBY/MEET									X	X				WINDUP, RECALL	1	
1	CONFERENCE	X	X							X	X				WINDUP, RECALL	1	
1	LEARN									X	X				WINDUP, RECALL	1	
1	OFFICE	X	X	X											WINDUP, RECALL	1	
1	UTILITY	X	X												WINDUP, RECALL	1	
1	TOILET									X					WINDUP, RECALL	1	
1	WALKWAY	X	X	X						X					WINDUP, RECALL	1	
1	CONFERENCE ROOM	X	X	X						X	X				WINDUP, RECALL	1	
1	CONFERENCE	X	X	X			X								WINDUP, RECALL	1	
1	ALP ROOM	X	X	X						X	X				WINDUP, RECALL	1	
1	EXTERIOR SHED	X	X												WINDUP, RECALL	1	
1	EXIT ROOM							X		X				X	WINDUP, RECALL	1	EXIT ROOM

1. **Definition of the Problem:** The problem is to determine the optimal control policy for a system governed by the state equation $\dot{x} = Ax + Bu + w$, where x is the state vector, u is the control input, and w is a disturbance vector. The system is subject to the initial condition $x(0) = x_0$ and the terminal condition $x(T) = x_f$. The cost functional to be minimized is $J = \int_0^T (x^T Q x + u^T R u) dt$, where Q and R are positive definite matrices. The optimal control policy is the one that minimizes the cost functional over all admissible controls.

2. **Formulation of the Problem:** The problem is formulated as a constrained optimization problem. The state equation is the constraint, and the cost functional is the objective function. The optimal control policy is the one that minimizes the cost functional over all admissible controls.

3. **Optimal Control Policy:** The optimal control policy is the one that minimizes the cost functional over all admissible controls. It is given by $u^* = -R^{-1}B^T P x$, where P is the solution of the Riccati equation $\dot{P} = -P(A - BR^{-1}B^T P) - (A - BR^{-1}B^T P)^T P - Q$.

4. **Conclusion:** The optimal control policy for the system is $u^* = -R^{-1}B^T P x$, where P is the solution of the Riccati equation. This policy minimizes the cost functional over all admissible controls.

[illegible][illegible][illegible][illegible]

Euler	Euler type	SATA data sets	Euler type	Euler data						Connectivity				Unitary group		Remarks	
				Group	Order	Rank	Group	Order	Rank	Group	Order	Rank	Group	Order	Rank		
10A	Complex	10A	10A1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10B	Complex	10B	10B1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10C	Complex	10C	10C1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10D	Complex	10D	10D1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10E	Complex	10E	10E1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10F	Complex	10F	10F1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10G	Complex	10G	10G1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10H	Complex	10H	10H1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
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10J	Complex	10J	10J1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
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10S	Complex	10S	10S1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10T	Complex	10T	10T1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10U	Complex	10U	10U1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10V	Complex	10V	10V1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10W	Complex	10W	10W1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10X	Complex	10X	10X1000000	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10Y	Complex	10Y	10Y1000000	10</													

[illegible][illegible]

Integrating ARCTICUS
2164 Parkside Dr. Suite 10
Jenkintown, PA 19026
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www.arcticus.com
610.661.0111



MARCUM
ENGINEERING, LLC

7550 GROUNDWATER BLVD
FARMINGTON, CT 06030
PHONE: 203.444.9374
WWW.MARCUMENGINEERING.COM
CONTACT: E. J. WILSON
EJW@MARCUMENGINEERING.COM

PROJECT NAME
MADISON CO.
COURT REPAIR
FACILITIES
RENOVATION
PROJECT NUMBER
2006-0001
2006-0001

**ELECTRICAL
LIGHTING &
MECHANICAL
EQUIPMENT
CONNECTION
SCHEDULES**

FROM: [REDACTED]
DATE: [REDACTED]
BY: [REDACTED]

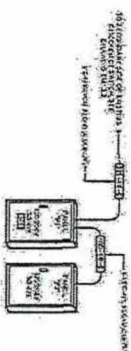
EM5
DID SET

8

Enfermedad P. Selecciona									
Antecedentes		Presencia		Tratamiento		Evolucion		Atencion	
Fecha	Localidad	Fecha	Medicamento	Fecha	Medicamento	Fecha	Medicamento	Fecha	Medicamento
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2-1-1954	San Juan	2-1-1954	Penicilina	2-1-1954	Penicilina	2-1-1954	Penicilina	2-1-1954	Penicilina
3-1-1954	San Juan	3-1-1954	Penicilina	3-1-1954	Penicilina	3-1-1954	Penicilina	3-1-1954	Penicilina
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6-1-1954	San Juan	6-1-1954	Penicilina	6-1-1954	Penicilina	6-1-1954	Penicilina	6-1-1954	Penicilina
7-1-1954	San Juan	7-1-1954	Penicilina	7-1-1954	Penicilina	7-1-1954	Penicilina	7-1-1954	Penicilina
8-1-1954	San Juan	8-1-1954	Penicilina	8-1-1954	Penicilina	8-1-1954	Penicilina	8-1-1954	Penicilina
9-1-1954	San Juan	9-1-1954	Penicilina	9-1-1954	Penicilina	9-1-1954	Penicilina	9-1-1954	Penicilina
10-1-1954	San Juan	10-1-1954	Penicilina	10-1-1954	Penicilina	10-1-1954	Penicilina	10-1-1954	Penicilina
11-1-1954	San Juan	11-1-1954	Penicilina	11-1-1954	Penicilina	11-1-1954	Penicilina	11-1-1954	Penicilina
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16-1-1954	San Juan	16-1-1954	Penicilina	16-1-1954	Penicilina	16-1-1954	Penicilina	16-1-1954	Penicilina
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21-1-1954	San Juan	21-1-1954	Penicilina	21-1-1954	Penicilina	21-1-1954	Penicilina	21-1-1954	Penicilina
22-1-1954	San Juan	22-1-1954	Penicilina	22-1-1954	Penicilina	22-1-1954	Penicilina	22-1-1954	Penicilina
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25-1-1954	San Juan	25-1-1954	Penicilina	25-1-1954	Penicilina	25-1-1954	Penicilina	25-1-1954	Penicilina
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31-1-1954	San Juan	31-1-1954	Penicilina	31-1-1954	Penicilina	31-1-1954	Penicilina	31-1-1954	Penicilina

[illegible]

1. How will the use of your facility be financed and how will it be paid for? Will the facility be financed through bonds, through private development, through public development, through a combination of these, or through other means?
2. How will the facility be financed and how will it be paid for? Will the facility be financed through bonds, through private development, through public development, through a combination of these, or through other means?
3. How will the facility be financed and how will it be paid for? Will the facility be financed through bonds, through private development, through public development, through a combination of these, or through other means?
4. How will the facility be financed and how will it be paid for? Will the facility be financed through bonds, through private development, through public development, through a combination of these, or through other means?
5. How will the facility be financed and how will it be paid for? Will the facility be financed through bonds, through private development, through public development, through a combination of these, or through other means?

[illegible]

PARTIAL FEEDER DIAGRAM

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2022-06**

**A RESOLUTION TO ENTER INTO A CONTRACTUAL AGREEMENT BETWEEN
INTEGRITY ARCHITECTURE, PLLC AND MADISON COUNTY FISCAL COURT**

WHEREAS, the Madison County Fiscal Court desires to enter into a Contractual Agreement between Integrity Architecture, PLLC and Madison County Fiscal Court ("Owner"); and

WHEREAS, this Agreement is for the Madison County Temporary Court Facility Renovation Project; and

WHEREAS, the Madison County Temporary Court Facility Renovation Project ("Project") is a renovation of the existing facility located at 116 West Main Street, Richmond, Kentucky for the temporary use of the Madison County Circuit Court staff while the existing Madison County Courthouse is being renovated; and

WHEREAS, the Architect shall provide architectural services for the Project as described in the Agreement attached hereto; and

WHEREAS, the Architect shall assist the Owner in determining consulting services required for the Project; and

WHEREAS, this Agreement supersedes all previous Contracts and/or Agreements between Integrity Architecture, PLLC and Madison County Fiscal Court for the Temporary Court Facility Renovation Project;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE TO ENTER INTO THIS AGREEMENT AND AUTHORIZES THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY TO GO INTO EFFECT RETROACTIVELY DECEMBER 10, 2021.

Motion made by Tudor, seconded by Batkin

Vote:

Yes

No

Judge Reagan Taylor
Magistrate Ben Robinson III
Magistrate John Tudor
Magistrate Roger Barger
Magistrate Tom Botkin

✓	_____
✓	_____
✓	_____
✓	_____

Signed:

R-T-
Reagan Taylor
Madison County Judge Executive

1-11-2022
Date

Attested:

K. Barger
Kenny Barger
Madison County Clerk

1-11-22
Date

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Tenth day of December in the year Two Thousand Twenty-one

(In words, indicate day, month and year.)

BETWEEN the Owner,

(Name, legal status, address and other information)

Madison County Fiscal Courts
Reagan Taylor, County Judge Executive
135 West Irvine Street, Richmond Kentucky

and the Architect:

(Name, legal status, address and other information)

Integrity / Architecture, PLLC
Aaron Bivens, AIA
2414 Palumbo Drive, Suite 125, Lexington Kentucky

for the following Project:

(Name, location and detailed description)

Madison County Temporary Court Facility
Richmond Kentucky
The Madison County Temporary Court Facility is a renovation of the existing facility located at 116 W. Main Street, Richmond Kentucky for the temporary use of the Madison County Circuit Court staff while the existing Madison County Courthouse is being renovated.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Mechanical, electrical, plumbing and fire suppression engineering and design by Marcum Engineering. Structural engineering and assessment by Brown + Kubican Engineers. Interior design services by Design Link Interiors

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Compensation for the design and engineering services referenced above will be set at 7% of the construction cost of the renovation. For the purpose of this agreement, the Architect will use the Construction Manager's most recent cost opinion to estimate the cost of the construction and percentage-based design fee.

DW Wilburn estimated construction cost = \$1,200,000.00
Design Fee established at 7% of estimated construction cost = \$84,000.00.

Because a portion of this work was performed under a separate contract, the Architect will credit the previous Schematic Design phase work contracted and paid by the Madison County Fiscal Courts to this agreement.

Estimated design fee = \$84,000 less previously paid Schematic Design fees of \$13,500.00 = \$70,500.00

Design services will be billed in milestones upon completion of the work. These milestones are as follows:

Design Development: 40% - \$28,250.00
Construction Documents: 40% - \$28,250.00
Construction Administration: 20% - \$14,000.00
(billed in two equal invoices of \$7,000 during construction)

If an increased construction cost is required and approved above the \$1,200,000.00 listed above, the percentage-based increase will be added evenly to the Construction Administration service invoices.

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent (0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one percent (1 %), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond nine (9) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Init.

Not applicable

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Reagan Taylor County Judge Executive
(Printed name and title)



ARCHITECT (Signature)

Aaron Bivens, AIA Principal
(Printed name, title, and license number, if required)

Encl.

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2022-72**

**A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN
MADISON COUNTY FISCAL COURT AND THE KENTUCKY
ADMINISTRATIVE OFFICE OF THE COURTS**

WHEREAS, the Madison County Fiscal Court (hereinafter the "Local Government" or "Lessor") agrees to lease office space and parking spaces at the Madison County Temporary Circuit Courthouse to the Kentucky Administrative Office of the Courts (hereinafter "AOC" or the "Lessee"); and

WHEREAS, the Lessee agrees to reimburse the Lessor for the use of office space and parking spaces at the Madison County Temporary Circuit Courthouse located at 116 West Main Street, Richmond, Kentucky as stated in the Agreement; which is attached hereto this Resolution; and

WHEREAS, the Lessee 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;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE TO ENTER INTO THIS AGREEMENT AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by Tudor, seconded by Barger.

Vote:	Yes	No
Judge Executive Reagan Taylor	<u>/</u>	<u> </u>
Magistrate Ben Robinson III	<u>ABSENT</u>	<u> </u>
Magistrate John Tudor	<u>/</u>	<u> </u>
Magistrate Roger Barger	<u>/</u>	<u> </u>
Magistrate Tom Botkin	<u>ABSENT</u>	<u> </u>

Signed:

R-29
Reagan Taylor
Madison County Judge Executive

5-24-2022
Date

Attested:

Kenny Barger
Kenny Barger
Madison County Clerk

5-24-2022
Date