

EXHIBIT C

PRIME LEASE RENEWAL REQUEST

*COE RESPONSE WILL BE POSTED AS
AN AMENDMENT TO THIS RFP



ANDY BESHEAR
GOVERNOR

**TOURISM, ARTS AND HERITAGE CABINET
DEPARTMENT OF PARKS**

MICHAEL E. BERRY
SECRETARY

JACQUELINE COLEMAN
LT. GOVERNOR

Mayo-Underwood Building, 5th Floor
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RUSS MEYER
COMMISSIONER

October 6, 2020

Mr. Steven C. Rhodes, Jr.
Chief, Real Estate Division
Department of the Army
Corps of Engineers, Huntington District
502 Eighth Street
Huntington, WV 25701-2070

RE: DACW69-1-84-0144, Kentucky State Parks Lease Renewal at Paintsville Lake

Mr. Rhodes:

The agreement between the Commonwealth of Kentucky/Department of Parks and the Paintsville Lake State Park Marina operator will expire on December 31, 2020. The Commonwealth desires to quickly issue a Request for Proposals (RFP) to solicit private, third-party bidders to rehabilitate and operate the Marina beginning in 2021.

The Prime Lease between USACE and the Commonwealth (DACW69-1-84-0144) is set to expire on April 30, 2034. As a result, the Commonwealth is only able to offer a sublease agreement to the successful bidder which terminates April 30, 2034.

The Commonwealth respectfully requests USACE begin the process of renewing the Prime Lease as soon as possible, which will encourage additional interest in the RFP by permitting the Commonwealth to advertise a long-term sublease agreement.

If your agency is agreeable to this request, please transmit a letter as soon as possible stating the intention of USACE to begin the Prime Lease renewal process.

Thank you very much for your prompt attention. Should you have any questions or concerns, please contact Josh Wentz at 502-892-3421.

Respectfully,


Russ Meyer
Commissioner

EXHIBIT D
SAMPLE DOCK LICENSE AGREEMENT



COMMONWEALTH OF KENTUCKY
DEPARTMENT OF PARKS
DOCKAGE LICENSE
NAME OF STATE PARK

THIS LICENSE AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Commonwealth of Kentucky, Department of Parks, Name of State Park, hereinafter referred to as Licensor; and _____, of _____; hereinafter referred to as Licensee, and the Dock Operator indicated below:

WITNESSETH: That for and in consideration of the payment of license fees at the rate of \$ _____ per year, payable:

- In full on the _____ day of _____ each year, or
- In two equal payments of \$ _____, the first payment due on the signing date of this contract and the second payment due on June 1, 20____.

In further consideration of the covenants and agreements of the Licensee hereinafter set out, the Licensor does hereby grant to the Licensee the privilege to use and moor his/her boat in the Name of Harbor, Name of State Park, at the will of said Licensor, and subject always to the covenants, conditions and stipulations herein set forth, and to the rules and regulations as set out on Attachment A of this agreement, all of which are hereby incorporated and made a part hereof.

1. This dockage license is for a specified term, from _____, _____ to _____, _____ inclusive, and may be renewed for additional specified terms upon agreement by both parties as to rates, conditions, space and upon Licensee's payment to Licensor of all accrued charges and fees, upon execution of a new dockage license.
2. The Licensee agrees that all charges for slip rental and any other charges for services or materials accruing under this dockage license shall give the Licensor a valid lien upon Licensee's boat and/or motor and Licensee expressly covenants and agrees that no boat shall be removed permanently from the Licensor's premises until all outstanding fees and charges have been paid in full.
3. All license fees due hereunder from the Licensee shall be paid in advance and in accordance with such rules and regulations as are now in effect or which may hereafter be issued and promulgated by the said Licensor, and all of which are hereby specifically referred to and made a part hereof. The Licensor shall have a prior and superior lien upon any and all boats, crafts, property, gear, and equipment of the Licensee in or upon said boats, crafts, etc. for said license fees; and nothing herein shall affect such lien or any right the Licensor may have for unpaid license fees.
4. The Licensee agrees to keep all of his/her property moored in said Harbor covered by adequate fire and theft insurance, and hereby waives all right to hold the Licensor liable for any and all losses that may occur by reason of fire, theft, riot, electrical failure, or other damage arising in any manner whatsoever, of similar or dissimilar nature.
5. Licensee covenants and promises to obtain a minimum of \$100,000 in liability insurance to insure the Commonwealth of Kentucky, and its agents, officers, and employees, against any and all loss, injury or damage which may occur as a consequence of Licensee's use of the premises of Licensee.
6. The Licensee agrees to indemnify the Licensor from and against any and all injury, loss, or damage to the boat of said Licensee or the property of any other person using the said Harbor, or to the Harbor itself, by reason of any negligence of the Licensee, or his/her agents, servants, employees, or guests in charge of, on, or using his/her crafts or property in the said Harbor; to secure the payment of which a prior and superior lien is hereby retained by the Licensor on said boats, crafts, property, gear, and equipment of the Licensee in or upon said boats, crafts, etc.

- 7. It is further understood and agreed by the parties hereto that the Licensor hereby reserves to itself, its successors or assigns, the right to board boat, and or cut said boat free, to avert disaster or to avoid any injury, loss, or damage from fire, electricity, water, wind or acts of god; and such act shall be deemed of ordinary prudence, skill, and diligence.
- 8. This license is not transferable. The Licensee covenants, agrees, and promises that he/she understands that should the Licensee sell, convey, or transfer his/her ownership rights to any watercraft presently quartered in or about the slip space at Licensor's state dock, then this dockage license shall be non-transferable and shall be automatically cancelled and revoked as to any new owner of Licensee's watercraft. Further, it is understood that any successor, purchaser, or assignee of Licensee's property rights, title, and ownership in Licensee's property rights, title, and ownership in Licensee's watercraft quartered in the state dock slip shall be required to apply on a first come, first served basis at the Licensor's business office.
- 9. The Licensor and Licensee covenant and agree that the attached Rules and Regulations are hereby incorporated by reference and made a part of the foregoing Dockage License Agreement.

IMPORTANT: LICENSEE AGREES THAT HE/SHE WILL NOT CONDUCT ANY FORM OF COMMERCIAL ACTIVITY ON PARK PREMISES WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE COMMISSIONER OF THE DEPARTMENT OF PARKS AND THE DOCK OPERATOR.

LICENSEE (DOES) (DOES NOT) INTEND TO ENGAGE IN A COMMERCIAL ACTIVITY UPON THE PARK PREMISES. Circle appropriate verbiage.

IN TESTIMONY WHEREOF: Witness the signature of the parties hereto on the day and date aforesaid.

PARK MANAGER NAME
NAME OF STATE PARK
DEPARTMENT OF PARKS, LICENSOR

DATE

DOCK OPERATOR

DATE

LICENSEE SIGNATURE

DATE

LICENSEE PRINTED NAME

STREET ADDRESS

CITY STATE ZIP

TELEPHONE

EMAIL ADDRESS (OPTIONAL)

BOAT REGISTRATION NUMBER

RULES AND REGULATIONS

THE FOLLOWING RULES AND REGULATIONS ARE TO BE OBSERVED UNDER PENALTY OF CANCELLATION OF THE DOCKAGE LICENSE.

1. The owner of any boat, or his/her authorized agent, either in charge of, or while using the boat of the Licensee in, or in the vicinity of the said Harbor, shall be responsible for the conduct of all persons using, visiting, or occupying the boat.
2. All boats shall be equipped with one wearable Personal Flotation Device ("PDF") for each person or guest aboard said vessel. Boats 16' in length or longer must also carry one Type IV throwable PFD. The owner specifically agrees to observe each and all regulations for the operation of motor boats or other water vehicles in or in the vicinity of said Harbor, according to the applicable state and federal laws.
3. No boats, floats, or crafts (other than regular equipment carried aboard) shall be brought into or moored in the Harbor.
4. No swimming, diving, or bathing shall be permitted in the waters of the Harbor, except at such places and at such times as may be specifically set apart for such purpose.
5. While occupying or cruising in the Harbor, no garbage, oil, sludge, refuse matter, sewage, or waste material of any kind shall be thrown, deposited, or permitted to fall from any boat into the water or upon the docks or shore area, nor shall any dock, shore area, or walk be used as a storage place for any gear or equipment.
6. In entering, proceeding within, or leaving the Harbor, the operator of all boats shall proceed at idle speed.
7. The Harbor, or any part thereof, including the docks and shore area, shall never be used by the Licensee for taking in or discharging passengers for hire, or for any public or freight carrying of any kind whatsoever.
8. Signs, placards, or commercial displays shall not be permitted.
9. No boat shall be repaired while in the Harbor (unless in case of emergency) when special permission must be obtained.
10. In using the Harbor, all boats must be maneuvered safely and in such a manner as to avoid fouling and collision.
11. The mooring buoys are furnished for the convenience of the Licensee; and the Licensor, its officers, agents, and employees shall be liable only for gross carelessness or gross negligence, and shall be excused for the failure to use only ordinary care, prudence, skill, and diligence.
12. Disorder, infractions of rules and regulations, or any breach of this Dockage License, or indecorous conduct, or any action which might reasonably be expected to cause injury or damage to life or property on the part of any person using, visiting, or occupying a boat within the Harbor, shall be cause for the summary removal of said boat from the Harbor.
13. A boat owner cannot transfer his/her slip space to a buyer of his/her boat. Only the Department of Parks (Licensor) can assign slip space.
14. The Licensee shall have the right, upon giving ten (10) days written notice of such intention, to surrender this license.
15. All services rendered boat owners in the way of supplies, labor, and materials are to be paid for at the time of said service. No charge accounts are to be carried unless specific arrangements are made in advance. Established and fixed rates for services are posted in the Boat Harbor office.
16. The Licensor shall have the right at all times to board and inspect the boat for leakage, safety, including but not limited to electrical matters, and seaworthiness, as well as all gear and equipment, but is under no duty of responsibility to do so. This right is reserved to the Licensor, at its option, to determine whether the Dockage License is to be cancelled. The right, but not the duty, of the Licensor is also reserved to inspect the contents of all the Licensee's property aboard the boat for contraband or dangerous or unsafe property or equipment.
17. Each marina shall be inspected annually by the Kentucky Department of Parks, Marina Inspection Team. A written report to the park manager shall include all infractions of health and safety, cleanliness, operational procedures, maintenance and customer relations rules and regulations. This shall be constructive criticism and the park shall correct noted deficiencies within thirty (30) days or before an agreed upon date.

IN ACCORDANCE WITH DIRECTIONS FROM THE LOUISVILLE DISTRICT OF THE U.S. ARMY CORPS OF ENGINEERS, YOU ARE HEREBY ADVISED THAT ACCEPTANCE OF THIS SLIP RENTAL AGREEMENT CONSTITUTES YOUR CONSENT TO ALLOW INSPECTION OF YOUR BOAT BY FEDERAL PERSONNEL AND/OR PERSONNEL OF THE COMMONWEALTH OF KENTUCKY, FOR THE PURPOSE OF DOCUMENTING THAT THE BOAT IS PROPERLY SEALED AGAINST DISCHARGE OF SEWAGE INTO THE WATERS OF NAME OF HARBOR. FEDERAL AND COMMONWEALTH RULES, REGULATIONS, AND PENALTIES PERTAINING TO THE DISCHARGE OF SEWAGE ARE CONTAINED IN THE CORRESPONDING BROCHURE ON MARINE SEWAGE DISPOSAL, WHICH IS AVAILABLE FROM THE ARMY CORPS OF ENGINEERS.

EXHIBIT E

DEPARTMENT OF PARKS' LESSEE

PROPERTY MODIFICATION REQUEST



**TOURISM, ARTS AND HERITAGE CABINET
KENTUCKY DEPARTMENT OF PARKS
LESSEE PROPERTY MODIFICATION REQUEST**

Purpose: When a Lessee desires to modify, upgrade, alter, or improve any leased property, the Lessee shall comply with the following procedures and standards prior to commencement of any construction activity.

Procedures:

1. The Lessee shall forward to the Department of Parks, Facilities Management, Real Properties ("Parks") a preliminary request containing adequate details for a complete and expedient review. The request shall include the following items at a minimum:
 - a. Description of the proposed changes
 - b. Reason for requesting the changes
 - c. Expected impacts to the built and natural surroundings
 - d. Desired construction schedule
 - e. Schematic plan of proposed changes including site map of the location
2. Parks will evaluate the preliminary request to determine if it complies with the provisions of the lease and that Parks is in agreement with the proposed changes. As a part of this process, Parks will forward the request to the Finance and Administration Cabinet ("FAC") for evaluation and concurrence. A written response will be sent to the Lessee.
3. If the leased premises is located on Army Corps of Engineers ("Corps") or Tennessee Valley Authority ("TVA") property, Parks will forward the preliminary request to the applicable agency field office for evaluation.
4. If the preliminary request is approved, the Lessee shall submit three complete sets of detailed design documents to Parks. The documents must be prepared and sealed by a design professional licensed in the Commonwealth of Kentucky. As a part of this process, Parks will forward the documents to FAC for evaluation and concurrence. A written response will be sent to the Lessee.
5. If the leased premises is located on Corps or TVA property, the Lessee shall also submit the design documents to the applicable agency for evaluation.
6. If the design documents are approved, the Lessee shall submit the documents to the Department of Housing, Building and Construction ("HBC") for review and permitting.
 - a. The Kentucky Building Code requires all state owned buildings, regardless of group classification or special use, to be designed by either a registered Architect or Engineer (per table 122.1).
 - b. Further, HBC has jurisdiction to review and issue permits for all State owned property per section 104, paragraph 104.16.9 which reads; State owned property. Buildings owned by or built on property owned by the Commonwealth, regardless of occupancy classification or size.
7. The Lessee shall forward copies of all building permits and regulatory authority approvals to Parks prior to commencing any construction activity.

- a. The Lessee will be fully responsible to comply with all regulatory approvals and obtaining all building and trade permits that are required for the proposed work.
 - b. The Lessee shall not occupy or utilize the facility until HBC has issued a Use and Occupancy permit.
8. Any proposed changes to the approved work shall be submitted to Parks for approval prior to initiating the change. A written response will be sent to the Lessee.
 9. At the completion of all work, the Lessee shall provide Parks with as-built documentation of the completed project identifying any and all required changes to the approved work including all warranty documentation and an updated insurance certificate incorporating improvements to the property.
 10. Parks will visit the site and perform a final completion review. This will include photographic documentation and new building property tagging.

Standards:

1. All new buildings or modifications shall be permitted and comply with the Kentucky Building Code, current edition as adopted by HBC.
2. All electrical modifications shall be permitted and comply with the National Electric Code, current edition as adopted by HBC.
3. All facilities shall be ADA accessible.
4. Verification of the completion of an archeological investigation shall be performed prior to the disturbance of any grade.
5. Modifications to any historic structure shall be reviewed and approved by the State Historic Preservation Office.
6. All construction materials utilized shall be commercial grade quality. Designs and materials shall provide for longevity and serviceability.
7. All new roof construction shall provide a 2 year installation warranty and min. 20 year product warranty. Warranty documents shall be provided to Parks at the completion of the work.



**COMMONWEALTH OF KENTUCKY
DEPARTMENT OF PARKS
DOCKAGE LICENSE
NAME OF STATE PARK**

THIS LICENSE AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Commonwealth of Kentucky, Department of Parks, Name of State Park, hereinafter referred to as Licensor; and _____, of _____; hereinafter referred to as Licensee, and the Dock Operator indicated below:

WITNESSETH: That for and in consideration of the payment of license fees at the rate of \$ _____ per year, payable:

In full on the ____ day of _____ each year, or

In two equal payments of \$ _____, the first payment due on the signing date of this contract and the second payment due on June 1, 20____.

In further consideration of the covenants and agreements of the Licensee hereinafter set out, the Licensor does hereby grant to the Licensee the privilege to use and moor his/her boat in the Name of Harbor, Name of State Park, at the will of said Licensor, and subject always to the covenants, conditions and stipulations herein set forth, and to the rules and regulations as set out on Attachment A of this agreement, all of which are hereby incorporated and made a part hereof.

1. This dockage license is for a specified term, from _____, _____ to _____, _____ inclusive, and may be renewed for additional specified terms upon agreement by both parties as to rates, conditions, space and upon Licensee's payment to Licensor of all accrued charges and fees, upon execution of a new dockage license.
2. The Licensee agrees that all charges for slip rental and any other charges for services or materials accruing under this dockage license shall give the Licensor a valid lien upon Licensee's boat and/or motor and Licensee expressly covenants and agrees that no boat shall be removed permanently from the Licensor's premises until all outstanding fees and charges have been paid in full.
3. All license fees due hereunder from the Licensee shall be paid in advance and in accordance with such rules and regulations as are now in effect or which may hereafter be issued and promulgated by the said Licensor, and all of which are hereby specifically referred to and made a part hereof. The Licensor shall have a prior and superior lien upon any and all boats, crafts, property, gear, and equipment of the Licensee in or upon said boats, crafts, etc. for said license fees; and nothing herein shall affect such lien or any right the Licensor may have for unpaid license fees.
4. The Licensee agrees to keep all of his/her property moored in said Harbor covered by adequate fire and theft insurance, and hereby waives all right to hold the Licensor liable for any and all losses that may occur by reason of fire, theft, riot, electrical failure, or other damage arising in any manner whatsoever, of similar or dissimilar nature.
5. Licensee covenants and promises to obtain a minimum of \$100,000 in liability insurance to insure the Commonwealth of Kentucky, and its agents, officers, and employees, against any and all loss, injury or damage which may occur as a consequence of Licensee's use of the premises of Licensee.
6. The Licensee agrees to indemnify the Licensor from and against any and all injury, loss, or damage to the boat of said Licensee or the property of any other person using the said Harbor, or to the Harbor itself, by reason of any negligence of the Licensee, or his/her agents, servants, employees, or guests in charge of, on, or using his/her crafts or property in the said Harbor; to secure the payment of which a prior and superior lien is hereby retained by the Licensor on said boats, crafts, property, gear, and equipment of the Licensee in or upon said boats, crafts, etc.

- 7. It is further understood and agreed by the parties hereto that the Licensor hereby reserves to itself, its successors or assigns, the right to board boat, and or cut said boat free, to avert disaster or to avoid any injury, loss, or damage from fire, electricity, water, wind or acts of god; and such act shall be deemed of ordinary prudence, skill, and diligence.
- 8. This license is not transferable. The Licensee covenants, agrees, and promises that he/she understands that should the Licensee sell, convey, or transfer his/her ownership rights to any watercraft presently quartered in or about the slip space at Licensor's state dock, then this dockage license shall be non-transferable and shall be automatically cancelled and revoked as to any new owner of Licensee's watercraft. Further, it is understood that any successor, purchaser, or assignee of Licensee's property rights, title, and ownership in Licensee's property rights, title, and ownership in Licensee's watercraft quartered in the state dock slip shall be required to apply on a first come, first served basis at the Licensor's business office.
- 9. The Licensor and Licensee covenant and agree that the attached Rules and Regulations are hereby incorporated by reference and made a part of the foregoing Dockage License Agreement.

IMPORTANT: LICENSEE AGREES THAT HE/SHE WILL NOT CONDUCT ANY FORM OF COMMERCIAL ACTIVITY ON PARK PREMISES WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE COMMISSIONER OF THE DEPARTMENT OF PARKS AND THE DOCK OPERATOR.

LICENSEE (DOES) (DOES NOT) INTEND TO ENGAGE IN A COMMERCIAL ACTIVITY UPON THE PARK PREMISES. Circle appropriate verbiage.

IN TESTIMONY WHEREOF: Witness the signature of the parties hereto on the day and date aforesaid.

PARK MANAGER NAME
NAME OF STATE PARK
DEPARTMENT OF PARKS, LICENSOR

DATE

DOCK OPERATOR

DATE

LICENSEE SIGNATURE

DATE

LICENSEE PRINTED NAME

STREET ADDRESS

CITY STATE ZIP

TELEPHONE

EMAIL ADDRESS (OPTIONAL)

BOAT REGISTRATION NUMBER

RULES AND REGULATIONS

THE FOLLOWING RULES AND REGULATIONS ARE TO BE OBSERVED UNDER PENALTY OF CANCELLATION OF THE DOCKAGE LICENSE.

1. The owner of any boat, or his/her authorized agent, either in charge of, or while using the boat of the Licensee in, or in the vicinity of the said Harbor, shall be responsible for the conduct of all persons using, visiting, or occupying the boat.
2. All boats shall be equipped with one wearable Personal Flotation Device ("PDF") for each person or guest aboard said vessel. Boats 16' in length or longer must also carry one Type IV throwable PFD. The owner specifically agrees to observe each and all regulations for the operation of motor boats or other water vehicles in or in the vicinity of said Harbor, according to the applicable state and federal laws.
3. No boats, floats, or crafts (other than regular equipment carried aboard) shall be brought into or moored in the Harbor.
4. No swimming, diving, or bathing shall be permitted in the waters of the Harbor, except at such places and at such times as may be specifically set apart for such purpose.
5. While occupying or cruising in the Harbor, no garbage, oil, sludge, refuse matter, sewage, or waste material of any kind shall be thrown, deposited, or permitted to fall from any boat into the water or upon the docks or shore area, nor shall any dock, shore area, or walk be used as a storage place for any gear or equipment.
6. In entering, proceeding within, or leaving the Harbor, the operator of all boats shall proceed at idle speed.
7. The Harbor, or any part thereof, including the docks and shore area, shall never be used by the Licensee for taking in or discharging passengers for hire, or for any public or freight carrying of any kind whatsoever.
8. Signs, placards, or commercial displays shall not be permitted.
9. No boat shall be repaired while in the Harbor (unless in case of emergency) when special permission must be obtained.
10. In using the Harbor, all boats must be maneuvered safely and in such a manner as to avoid fouling and collision.
11. The mooring buoys are furnished for the convenience of the Licensee; and the Licensor, its officers, agents, and employees shall be liable only for gross carelessness or gross negligence, and shall be excused for the failure to use only ordinary care, prudence, skill, and diligence.
12. Disorder, infractions of rules and regulations, or any breach of this Dockage License, or indecorous conduct, or any action which might reasonably be expected to cause injury or damage to life or property on the part of any person using, visiting, or occupying a boat within the Harbor, shall be cause for the summary removal of said boat from the Harbor.
13. A boat owner cannot transfer his/her slip space to a buyer of his/her boat. Only the Department of Parks (Licensor) can assign slip space.
14. The Licensee shall have the right, upon giving ten (10) days written notice of such intention, to surrender this license.
15. All services rendered boat owners in the way of supplies, labor, and materials are to be paid for at the time of said service. No charge accounts are to be carried unless specific arrangements are made in advance. Established and fixed rates for services are posted in the Boat Harbor office.
16. The Licensor shall have the right at all times to board and inspect the boat for leakage, safety, including but not limited to electrical matters, and seaworthiness, as well as all gear and equipment, but is under no duty of responsibility to do so. This right is reserved to the Licensor, at its option, to determine whether the Dockage License is to be cancelled. The right, but not the duty, of the Licensor is also reserved to inspect the contents of all the Licensee's property aboard the boat for contraband or dangerous or unsafe property or equipment.
17. Each marina shall be inspected annually by the Kentucky Department of Parks, Marina Inspection Team. A written report to the park manager shall include all infractions of health and safety, cleanliness, operational procedures, maintenance and customer relations rules and regulations. This shall be constructive criticism and the park shall correct noted deficiencies within thirty (30) days or before an agreed upon date.

IN ACCORDANCE WITH DIRECTIONS FROM THE LOUISVILLE DISTRICT OF THE U.S. ARMY CORPS OF ENGINEERS, YOU ARE HEREBY ADVISED THAT ACCEPTANCE OF THIS SLIP RENTAL AGREEMENT CONSTITUTES YOUR CONSENT TO ALLOW INSPECTION OF YOUR BOAT BY FEDERAL PERSONNEL AND/OR PERSONNEL OF THE COMMONWEALTH OF KENTUCKY, FOR THE PURPOSE OF DOCUMENTING THAT THE BOAT IS PROPERLY SEALED AGAINST DISCHARGE OF SEWAGE INTO THE WATERS OF NAME OF HARBOR. FEDERAL AND COMMONWEALTH RULES, REGULATIONS, AND PENALTIES PERTAINING TO THE DISCHARGE OF SEWAGE ARE CONTAINED IN THE CORRESPONDING BROCHURE ON MARINE SEWAGE DISPOSAL, WHICH IS AVAILABLE FROM THE ARMY CORPS OF ENGINEERS.