

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2023-124**

**A RESOLUTION APPROVING ADDENDUM #2 TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE KENTUCKY DEPARTMENT OF FISH AND
WILDLIFE RESOURCES AND MADISON COUNTY FISCAL COURT**

WHEREAS, the Kentucky Department of Fish and Wildlife Resources (hereinafter "KDFWR") and Madison County, Kentucky (hereinafter "County") entered into a Memorandum of Understanding (hereinafter "MOU"), per Resolution 2023-27 that was passed by the Madison County Fiscal Court on March 14, 2023, and Resolution 2023-119 for Addendum #1 to the MOU for improvements at Wilgreen Lake; and

WHEREAS, the County wishes to replace the decking of the boat slips as approved in Addendum #1; and

WHEREAS, the KDFWR will provide the labor and installation of the decking, and the County agrees to pay for the materials, not to exceed \$20,000.00; and

WHEREAS, KDFWR and the County do hereby agree to the terms and conditions set forth in the MOU, Addendum #1, and Addendum #2; which is 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 LOCHMUELLER, seconded by HUGHES.

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:

RJ-20 -
Reagan Taylor
Madison County Judge Executive

10-17-2023
Date

Attested:

Kenny Barger ACC
Kenny Barger
Madison County Clerk

10-17-2023
Date

Jill Williams

From: Rexroat, Kevin D (FW) <kevin.rexroat@ky.gov>
Sent: Thursday, October 12, 2023 12:02 PM
To: Reagan Taylor; Jill Williams; Scott Shepherd
Cc: Scott, Michael (FW); Logan, Greg (FW)
Subject: Dock Resurface-Opinion of Cost Comparison

Follow Up Flag: Flag for follow up
Flag Status: Flagged

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Team,

KDFWR awaits multiple vendor prices including products such as Timbertech composite, ThruFlow aluminum decking, and Moisture Shield composite. We are seeking these options as we feel they would be superior to that of a standard 1" Trex, which is readily available at Lowes. Your dock is constructed on 24" centers and 1" composite decking is not designed to span 24", so we are exploring the afore mentioned options that do not require extensive structural modifications, which also increases costs.

Representative costs below for your consideration.

Treated Wood: \$5,504.55

Trex 1" Decking: \$13,906.50 (without structural modification)

All non-pressure treated wood options are considerably more expensive and will require more time for completion. As discussed yesterday, composite will last longer, however with regular sealing efforts wood is a quality, long lasting option.

Please let us know if you wish to further discuss. I am glad to set up a quick virtual meeting if desired.

Thank You,
Kevin

Kevin Rexroat
Fish and Wildlife Program Manager
Kentucky Department of Fish and Wildlife Resources
1 Sportsman's Lane, Frankfort, KY 40601
(502) 564-5260 Office
(859) 353-7927 Cell
kevin.rexroat@ky.gov



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Join Kentucky Wild to help conserve the nearly 1,000 species that aren't hunted or fished for in the Commonwealth!

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ADDENDUM #1

MEMORANDUM OF UNDERSTANDING BETWEEN KENTUCKY DEPARTMENT OF FISH AND WILDLIFE RESOURCES (KDFWR) AND MADISON COUNTY, KENTUCKY (COUNTY)

KDFWR

This proposal includes the following work detail provided by the Kentucky Department of Fish and Wildlife Resources for expanded courtesy dock at Wilgreen Lake. See attached dock layout.

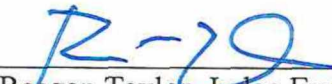
- Procure necessary cable and concrete anchorage for permanent dock moorage
- Perform bathymetric of proposed dock location via survey boat
- Mobilize staff, tools, equipment, and multiple utility boats
- Remove existing weigh station from top of bank and place in Madison County provided dumpster
- Move/stage existing gangway from marina dock, place on top of bank, add secondary safety connections/chains to gangway
- Ensure operation and equip six winches with new steel cable as required, remove and remount winches as required
- Relieve all dock connections from land to marina and dock complex
- Disconnect marina from north and south dock sections
- Relocate marina and north dock section southward, reconnect marina and north dock to bank
- Strategically place six concrete dock anchors with steel cable leads for permanent dock placement
- Move dock in place, make six anchor-to-winch connections on dock
- Set gangway from land to dock

Opinion of Value for above and attached detail is **\$25,000.00**.

COUNTY

The County agrees to increase the Madison County Fiscal Court's commitment to cover the entire cost of asphalt for this project.

MADISON COUNTY, KENTUCKY

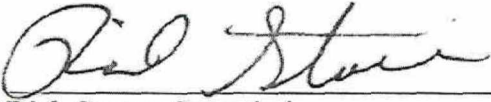


Reagan Taylor, Judge Executive



Date

COMMONWEALTH OF KENTUCKY

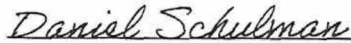


Rich Storm, Commissioner
Department of Fish and Wildlife Resources

09/27/2023

Date

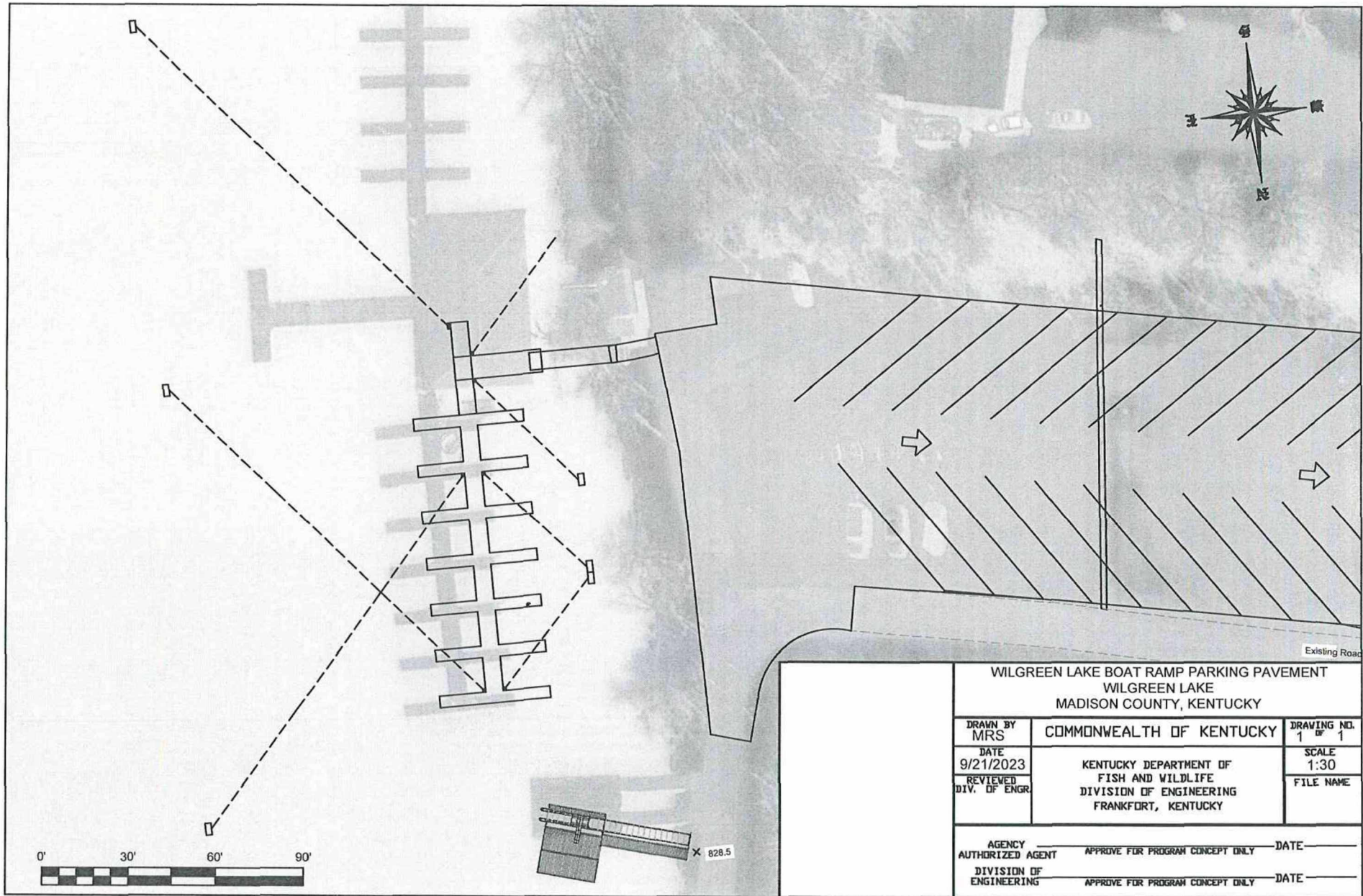
REVIEWED AS TO FORM & LEGALITY:



Legal Counsel
Department of Fish and Wildlife Resources

9/27/23

Date



WILGREEN LAKE BOAT RAMP PARKING PAVEMENT WILGREEN LAKE MADISON COUNTY, KENTUCKY			
DRAWN BY MRS	COMMONWEALTH OF KENTUCKY	DRAWING NO. 1 OF 1	
DATE 9/21/2023	KENTUCKY DEPARTMENT OF FISH AND WILDLIFE DIVISION OF ENGINEERING FRANKFORT, KENTUCKY	SCALE 1:30	
REVIEWED DIV. OF ENGR.		FILE NAME	
AGENCY AUTHORIZED AGENT		APPROVE FOR PROGRAM CONCEPT ONLY	
DIVISION OF ENGINEERING		APPROVE FOR PROGRAM CONCEPT ONLY	
DATE		DATE	

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into as of the date of the last signature below, by and between the Kentucky Department of Fish and Wildlife Resources (hereinafter "KDFWR"), and Madison County, Kentucky, a political subdivision of the Commonwealth of Kentucky, with an address of 101 W Main St, Richmond, KY 40475 (hereinafter "County").

WITNESSETH:

WHEREAS, KDFWR proposes to build:

- Boat Ramp
- Boat Trailer Parking Area
- Courtesy Dock and Kayak Launch

in Madison County on Wilgreen Lake on property owned by Madison County located at Wilgreen Lake Rd, and has requested the assistance of the County in maintaining the Boat Ramp, Courtesy Dock, kayak launch, Trailer Parking and adjacent land; and,

WHEREAS, the County is of the opinion that this maintenance is in the best interest of the County and in the public interest; and,

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, KDFWR and the County hereby AGREE as follows:

Section 1. KDFWR's OBLIGATIONS:

1. Subject to funding and approvals required by state and federal law, KDFWR shall build a boat ramp, boat trailer parking area, courtesy dock, and kayak launch on the Property.
2. KDFWR, after consultation with the County, shall be solely responsible for capital construction, repairs, or capital improvements with regard to the boat ramp, boat trailer parking area, kayak launch, and courtesy dock it builds on the Property; provided however, KDFWR is not under any obligation to undertake any cosmetic repair, or improvements, and KDFWR shall be solely responsible for determining if construction, repairs, or improvements shall be undertaken.

Section 2. COUNTY'S OBLIGATIONS:

1. The County shall provide a match of twenty-five percent (25%) of the total project cost to KDFWR, not to exceed \$50,000. The match can be provided in a combination of in-kind and cash contribution. KDFWR will invoice the county for any remaining cash match once the project is finished.
2. The County shall keep the Property clean of any trash, waste, and other debris that may accumulate.
3. The County shall keep the boat ramp free of debris and sediment so as to permit the ramp to be used by the general public.
4. The County shall keep noxious weeds from accumulating along the sides of the boat ramp, boat trailer parking area, courtesy dock, kayak launch, and entrance road. The County shall mow any maintainable area in the footprint of the ramp, parking area, courtesy dock, kayak launch, and entrance road, if applicable.
5. The County shall perform maintenance inspections of the Property at least once every two (2) weeks.
6. The County shall assist KDFWR in providing law enforcement patrols on the site.
7. The County agrees that no attempt shall be made by the County and/or any of its agents, employees, or concessionaires to forbid the lawful use of the Property by the public.
8. The County shall provide access to the Property for the sole purpose of this agreement for the specified period of the agreement. The County shall ensure all County owned or leased Property subject to this agreement will remain available for the agreement period, and that its agreement as to any leased property is consistent with the terms of its lease.

Section 3. GENERAL PROVISIONS:

1. This agreement is effective upon the date of execution by all of the parties.
2. KDFWR shall have the right to cancel this agreement, without cause, by giving 30 days written notice to the County.

3. The County shall not charge a fee for use of the boat ramp, courtesy dock, kayak launch, and/or the boat trailer parking area built by KDFWR.
4. The boat ramp, courtesy dock, kayak launch, and boat trailer parking area shall remain operational 24/7 unless written permission for alternate hours is granted by KDFWR. In emergency situations where public safety may be at risk (e.g. flooding, storm damage, etc.) the County may close the area absent written permission from KDFWR provided that they inform KDFWR as soon as possible and within 24 hours of the closure and follow the guidance received from KDFWR.
5. Any improvements, additions, or construction by the County to the boat ramp, courtesy dock, kayak launch, and boat trailer parking area, shall be submitted to the KDFWR for approval before any improvements, additions, or construction occurs.
6. The parties agree that the term of this agreement shall be for a period of **twenty-five years** from the date of the last signature below and is renewable for an additional **twenty-five years** at the sole discretion of the KDFWR. If the boat ramp, courtesy dock, kayak launch, or boat trailer parking area is closed or diverted from its intended use during this twenty-five-year period, the County shall reimburse the KDFWR for the pro-rated cost of its construction and improvements. This pro-rated provision shall not apply to closures or diversions caused by circumstances beyond the control and without the decision, fault, or negligence of the County. Such circumstances may include, but are not restricted to, acts of God, fire, quarantine restrictions, strikes, and freight embargoes.
7. The County shall indemnify, defend, and hold harmless KDFWR and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from this agreement to the extent allowed by Kentucky law. KDFWR shall not be responsible for the acts or omissions of the County, nor the results thereof.
8. No clause or part of this agreement shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under the Kentucky Constitution, Section 231, and the United States Constitution, Eleventh Amendment.
9. This agreement is intended for the sole benefit of the parties hereto and no rights under this agreement shall be bestowed upon any third party or parties as a result of the provisions contained herein. The terms and conditions of this

agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this agreement, which assignment shall be prohibited except with the prior written consent of all parties hereto.

10. 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 which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky. Notwithstanding any other provision of this agreement, any and all liability claims against KDFWR shall be brought in accordance with KRS Chapter 49.
11. KDFWR certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The County agrees that the KDFWR, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The County also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).
12. The parties agree to abide by all current laws and regulations, both state and Federal, as applicable, including, but not limited to:
 - a. KRS 45.570;
 - b. The Executive Branch Code of Ethics (KRS Chapter 11A);
 - c. All state statutes relating to nondiscrimination;
 - d. The National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order No. 11514;
 - e. The Endangered Species Act of 1973, as amended (P.L. 93-205); and
 - f. All other applicable federal and state statutes and regulations relating to protection of the environment.
13. The parties certify, by the signatures of duly authorized representatives hereinafter affixed, that they are legally entitled to enter into this agreement, and that they will not be violating, either directly or indirectly, any conflict of

interest statute of the Commonwealth of Kentucky by performance of this agreement. Further, the parties covenant that they presently have no conflict of interest, in any manner or degree, with the performance of duties pursuant to this agreement.

14. If a provision of this agreement or the application thereof to any person or circumstance shall be declared to be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.
15. This agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto. All notices or communications whatsoever shall be in writing and sent by First Class Mail to the parties as identified below:

KDFWR:
Michael Scott
Engineering Division Director
Kentucky Department of Fish and Wildlife Resources
1 Sportsman's Lane
Frankfort, KY 40601

County:
Reagan Taylor
Judge Executive
Madison County
135 W Irvine St, Richmond, KY 40475

16. This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date below.

Madison COUNTY, KENTUCKY


Reagan Taylor
Judge Executive

3/14/2023
Date

COMMONWEALTH OF KENTUCKY


Rich Storm
Commissioner
Department of Fish and Wildlife Resources

03/15/2023
Date

REVIEWED AS TO FORM &
LEGALITY:

Daniel Schulman
Legal Counsel
Department of Fish and Wildlife Resources

3/15/23
Date