



COUNTY COMMISSION REGULAR AGENDA

Finney County serves the citizens on behalf of its taxpayers

COUNTY ADMINISTRATIVE CENTER

February 6, 2017

8:30 AM

CALL TO ORDER

CHAIRMAN LON PISHNY

8:30 AM

Pledge of Allegiance to the Flag and Invocation

Chair Person's Comments

Consent Agenda

Approval of Minutes from 01/09/2017

Approval of Agenda

Approval of Accounts Payable

Assignment of Farm Lease Name Change

Sherlock Township Treasurer Board Appointment

Finney County Committee on Aging Board Appointment

Public Comment

Sanctuary Community Discussion

Commission & Sheriff Bascue

Dispute of Sanctuary County status

Neighborhood & Development Services

Kaleb Kentner

2016 NW Annual Eradication Progress Report

Robert Boyd

2016 NW Annual Eradication Progress Report

2017 NW Annual Management Plan

Robert Boyd

2017 NW Annual Management Plan

2017 NW KDOT Contract

Robert Boyd

2017 NW KDOT Contract

County Administrator Report

County Commissioner Reports

- Commissioner Clifford
- Commissioner Drees
- Commissioner Larry Jones
- Commissioner Dave Jones
- Chairman Pishny

Adjournment

Next Commission Meetings - Tuesday, 2/21/2017 and Monday, 3/6/2017



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM:
DATE: February 6, 2017
RE: Chair Person's Comments

DISCUSSION:

Comments from Chairman Pishny

RECOMMENDATION:

None



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM:
DATE: February 6, 2017
RE: Approval of Minutes from 01/09/2017

DISCUSSION:

Approval of Minutes from 01/09/2017

RECOMMENDATION:

Approval



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM:
DATE: February 6, 2017
RE: Approval of Agenda

DISCUSSION:

Approval of 02/06/2017 Agenda

RECOMMENDATION:

Approval of 02/06/2017 Agenda



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM:
DATE: February 6, 2017
RE: Approval of Accounts Payable

DISCUSSION:

Approval of Accounts Payable

- 01/27/2017 - \$269,026.57 Payroll
- 02/06/2017 - \$748,384.08 A/P

RECOMMENDATION:

Approve Accounts Payable



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM:
DATE: February 6, 2017
RE: Assignment of Farm Lease Name Change

DISCUSSION:

Discussion of Name Change - Harold Mai farm lease

RECOMMENDATION:

Signature Approval

ATTACHMENTS:

Description

Assignment of Farm Lease Name Change

ASSIGNMENT OF FARM LEASE

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Harold E. Mai, hereby gives, assigns, transfers and sets over unto Spur Land Inc. a Kansas Corporation Company, and its successors and assigns, his entire right, title and interest in and to a certain Farm Lease, dated April 30, 2004, by and between The Board of County Commissioners of Finney County, Kansas, therein referred to as "Lessor" and Harold Mai, therein referred to as "Lessee", regarding the following described real estate:

A tract of land in the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Fifteen (15), Township Twenty-four (24) South, Range Thirty-three (33) West of the 6th P.M. in Finney County, Kansas, more particularly described as follows:

Beginning at the northwest corner of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section Fifteen (15), Township Twenty-four (24) South, Range Thirty-three (33) West thence south along the west line of said quarter-quarter for a distance of 600.0 feet; thence east parallel to the north line of said quarter-quarter for a distance of 500.0 feet; thence northeast for a distance of 848.53 feet to the north line of said quarter-quarter, thence west along the north line of said quarter-quarter for a distance of 1,100.0 feet to the point of beginning. The above tract contains 11.0 acres, more or less; and

All of the Northeast Quarter (NE/4) of Section Fifteen (15) lying South of the railroad and Lot Three (3) of Section Fifteen (15), all in Township Twenty-four (24) South, Range Thirty-three (33) West of the 6th P.M. in Finney County, Kansas.

The undersigned hereby mutually direct that said Lessor attach a copy of this Assignment to said Farm Lease, dated April 30, 2004.

DATED this 1 day of February, 2017.



HAROLD E MAI

AGREEMENT OF ASSIGNEE

The undersigned hereby accepts the foregoing Assignment of Farm Lease dated February __, 2017 and agrees to be bound by all of the terms and provisions of said Farm Lease, date April 30, 2004, including but not limited to the obligation to deliver timely lease payments as described therein.

DATED this February __, 2017

SPUR LAND INC.

A Kansas Corporation

BY: Harold E. Mai, President

Harold E Mai, President

CONSENT OF LESSOR

The Board of County Commissioners of Finney County, Kansas, hereby consents to the foregoing Assignment of Farm Lease dated February __, 2017, executed by Harold E. Mai

THE BOARD OF COUNTY COMMISSIONERS OF FINNEY CO, KS.

Attested By:

Anita Garcia, County Clerk



MEMORANDUM

TO: County Commission
THRU: Anita Garcia, County Clerk
FROM: Elsa Ulrich
DATE: February 6, 2017
RE: Sherlock Township Treasurer Board Appointment

DISCUSSION:

Alva Burch was elected to Sherlock Township Treasurer by write-in votes. A letter of resignation was received with a recommendation of appointing Larry Stapp.

BACKGROUND:

RECOMMENDATION:

Appoint Larry Stapp

ATTACHMENTS:

Description

Letter of Resignation-Alva Burch

Elsa Ulrich
Office of Finney County Clerk
P O Box M
311 North Ninth Street
Garden City, Kansas 67846

Mrs. Ulrich:

I did not run for the office of Sherlock Township Treasurer in the general election. I was elected by write-in vote and choose not to fulfill the term of duty. I spoke with Larry Stapp and he said he would continue as the Treasurer. Thanks for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Alva Burch". The signature is written in dark ink and is positioned above the printed name and address.

Alva Burch
807 West Taylor Jones Road
Holcomb, Kansas 67851



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM: Anita Garcia
DATE: February 6, 2017
RE: Finney County Committee on Aging Board Appointment

DISCUSSION:

New board member Marilyn Porter to replace Bob Troster
John Dohogne to replace Susan Chase

BACKGROUND:

List of current and proposed board members:

- Anna May Velez
- Tim Beltran
- Marilyn Porter - once appointed by Commissioners
- John Dohogne - once appointed by Commissioners
- Richard de la Rosa
- Warren Schwab
- Johnnie Holmes

RECOMMENDATION:

Approve Appointments



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM:
DATE: February 6, 2017
RE: Sanctuary Community Discussion

DISCUSSION:

The Sheriff and City of Garden City have made contact with Immigration and Customs Enforcement (ICE), Center for Immigration Studies (CIS) and U.S. Representative Marshall's office to find out how to remove Finney County/Garden City from the CIS list of sanctuary communities.

BACKGROUND:

Below is information from the Center for Immigration Studies. The reason listed below is contrary to the Sheriff's understanding from ICE.

The reason that Finney County is on the map of sanctuaries is not because of one detainer but because the county has been identified by ICE as having a policy that limits or prohibits cooperation with ICE. Of course I would be delighted to update the map if the policy has changed or if there was some misunderstanding by ICE. If the sheriff or other county official would like to send me more information about the policy, or discuss it, and then I can verify the information with ICE, I would like nothing better than to take the county off the map.

Jessica M. Vaughan
Director of Policy Studies
Center for Immigration Studies
(508)346-3380
jmv@cis.org

RECOMMENDATION:

Continue to contact the appropriate organizations until our name is removed from the sanctuary communities list.



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM:
DATE: February 6, 2017
RE: Neighborhood & Development Services

DISCUSSION:

Professional Service Agreement

RECOMMENDATION:

Approval of Professional Service Agreement

ATTACHMENTS:

Description

Comprehensive Plan Memo

Comprehensive Plan Scope

Comprehensive Plan Budget

Comprehensive Plan Schedule

Professional Service Agreement



NEIGHBORHOOD &
DEVELOPMENT
SERVICES

SERVING
GARDEN CITY

HOLCOMB
AND
FINNEY COUNTY

620-276-1170

INSPECTIONS
620-276-1120

CODE COMPLIANCE
620-276-1120

PLANNING AND
ZONING
620-276-1170

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
PH 620.276.1170
FAX 620.276.1173
www.garden-city.org

Memo

To: Finney County Commission
From: Kaleb Kentner
CC: File
Date: February 6, 2017
Re: Approval of the Contract with Parsons Brinckerhoff for the Comprehensive Plan Update

ISSUE: The Governing Body is asked to consider and approve the attached contract for the Finney County Comprehensive Plan.

BACKGROUND: Staff has been working with Parsons Brinckerhoff on the contract for the Finney County Comprehensive Plan update. After much negotiation, we have arrived at a final proposal. The following items are Included in the proposal:

1. Budget -- The budget proposed for this project comes to \$100,284.00. Please refer to the attached budget for the line item details.
2. Schedule -- The schedule proposes the project to begin March 1, 2017 and to be completed no later than March of 2018. Please refer to the attached spreadsheet detailing the timeline.
3. Scope -- The scope provides details on how Parsons Brinckerhoff plans to achieve the Comprehensive Plan. Please refer to the attached scope.
4. Professional Services Agreement -- The agreement outlines the legal aspects of the project, and it has been reviewed and approved by the County Counselor, Tom Burgardt. Please refer to the attached agreement.

ALTERNATIVES:

1. Proceed with using Parsons Brinckerhoff and approve the attached Professional Services Agreement as presented.
2. Proceed with using Parsons Brinckerhoff and approve the attached Professional Services Agreement with changes.
3. Do not proceed with using Parsons Brinckerhoff and begin negotiations with the second choice for the comprehensive plan (InsightFIVE22).

RECOMMENDATION: Staff recommends alternative number one.

Scope of Services

The following scope of services is based on providing the deliverables identified in the RFQ with the goals stated by Finney County. This process begins with establishing order, direction and focus to the work effort to follow. The next step will be to engage the citizens in a highly iterative and inclusive planning process. The team will prepare a public involvement strategy with input from County staff to identify the full range of stakeholders and confirm the most effective methods of gaining input for each stakeholder group.

Our preliminary analysis will be general in nature and look for opportunities, challenges, trends and contributing factors to a range of issues including economic conditions, land use, housing, employment and economic development and transportation and circulation. During this phase, we intend to work with the County to conduct meetings where the stakeholders will be invited to meet with project team staff to discuss the project. This will help us understand the range of issues and opportunities regarding the future of Finney County and will help to define short and long term goals and objectives for the Comprehensive Plan.

The preparation of the Comprehensive Plan will be geared towards organizing an inspired vision for the County and will address and organize issues addressed during the project process. The goals, objectives, public input, and opportunities gleaned from the above processes will give direction to how the Plan will be prepared, what exactly it will cover in addition to the minimum requirements, and to what level of detail. The team will present the Draft Plan in a public meeting workshop to answer questions regarding the plan and its impact to the County.

A key component to the Plan is the Implementation program. The team will work with the County Planning Staff, the Advisory Committee (Steering Committee) and Planning Commission to produce an implementation program that is designed to help Finney County to meet its planning goals and objectives.

1. Project Startup

We will begin the project by establishing the final scope, talking with key people and defining the various processes and approvals.

1.1 – Project Startup

WSP | Parsons Brinckerhoff shall participate in an in person or teleconference kick off meeting. Specific items to be prepared and/or discussed at this initial meeting include:

- ▶ *WSP | Parsons Brinckerhoff to prepare a final scope of work, work program, schedule and fees.*
- ▶ *County to confirm project area and the level of detail required for various elements within the project area.*
- ▶ *County to confirm client project manager and resources made available to the team.*
- ▶ *County to establish an Advisory Committee (AC) whose purpose will be to discuss issues involving the development of the plan, provide feedback, and share information with the community and project team regarding the project.*
- ▶ *County to provide a base map for the project area including streets, blocks, parcels and infrastructure, in physical or digital format.*
- ▶ *County to provide relevant studies, plans and documents that should be considered in the comprehensive planning process. Documents could include:*
 - *GIS shape and attribute table data files in ARCGIS format for land use, zoning, utilities, transportation, parks and open space, trails, population projections and demographics*
 - *Current Master Plans for any known planned development in the city*
 - *Recent County economic analysis*
 - *Current Comprehensive Plan and Zoning Ordinance*
 - *Map of existing sanitary sewer and storm sewer systems*

Task 1 Deliverables:

- ❖ *WSP | Parsons Brinckerhoff to provide monthly project status reports due on the first day of the following month*
- ❖ *County to provide existing conditions document and data files*

2. Public Engagement Strategy

The success of this Comprehensive Plan will depend on full community engagement including residents, property owners, business interests, staff, County planning commission and municipal agencies in order to be successful. With direction from Finney County, we will establish the *Public Engagement Strategy* and define how to achieve maximum effect utilizing County resources and our team resources.

As one of the first steps in the planning process, WSP | Parsons Brinckerhoff will facilitate a general kick-off meeting and community vision/goal setting workshop at the beginning of a week-long engagement period, called “Planning Week”, that will lead to the development of a *community vision* and *goals statement*. Public engagement will be conducted throughout the project and will be integrated into each work task.

A key component to our *Public Engagement Strategy* is to conduct a Planning Week (as described below) with the community once the initial analysis is complete. The findings from this weeklong engagement effort will assist in framing the recommendations detailed in the Comprehensive Plan. While preparing the Plan, our team will continue to work with the appropriate public and private sector representatives to test strategies and options. During each phase our team will work with the County and appropriate stakeholder groups to gain feedback and receive direction.

2.1 – Project Team Meetings

To implement the Public Engagement Strategy and understand the range of concerns from the public, WSP | Parsons Brinckerhoff will conduct a series of meetings/interviews with key stakeholders in the County in advance of Planning Week. These could be held in conjunction with the kick-off meeting, or coordinated through conference calls in an effort to be most efficient with time. During this process, we will work with the County to prepare overall goals and objectives to establish a basis for evaluating design and policy alternatives and facilitate the decision-making process.

- ▶ *County staff and WSP | Parsons Brinckerhoff will identify key stakeholders. WSP | Parsons Brinckerhoff will notify stakeholders of meetings.*
- ▶ *The County and WSP | Parsons Brinckerhoff will hold meetings/interviews with key stakeholders within the County to inform them of the project and gather their input.*
- ▶ *WSP | Parsons Brinckerhoff and County to work with the Advisory Committee to develop high level goals and objectives to order, direct and give focus to the Comprehensive Plan.*
- ▶ *WSP | Parsons Brinckerhoff and the County to determine the potential final products and formats of the plan based on achieving the agreed goals.*
- ▶ *WSP | Parsons Brinckerhoff to review findings with the County and Advisory Committee to receive input for the preparation of the analysis phase.*

2.2 – Meetings with Key Stakeholders and Officials

To gain a firsthand understanding of the key stakeholder perspectives, WSP | Parsons Brinckerhoff team members will hold one-on-one or small group interviews that will include key business and community representatives, residents, and public officials. These interviews will assist in gaining an understanding from stakeholders and officials regarding the issues they would like to see addressed in the plan, and include strategies, and timing for implementation. These will be done in coordination with planning week and other public involvement efforts.

- ▶ *WSP | Parsons Brinckerhoff will hold a stakeholder outreach meeting. The meeting will occur when the draft plan is available, to give stakeholders an opportunity to provide feedback before the plan is*

finalized and could be held in conjunction with an open-house style public meeting after the draft plan has been prepared.

- ▶ *WSP | Parsons Brinckerhoff will be responsible for developing and disseminating meeting notifications via social media, and will work with County Planning Staff to reserve meeting space.*
- ▶ *WSP | Parsons Brinckerhoff will develop all displays and handouts for public meetings.*
- ▶ *WSP | Parsons Brinckerhoff will attend up to ten (10) small group or one-on-one meetings.*

2.3 – Community Survey

A survey will be created for the community to share their vision for Finney County, and respond to specific questions regarding economic development, housing, transportation, historic, cultural and natural resource conservation, agricultural preservation, quality of life, and other issues in the County.

- ▶ *WSP | Parsons Brinckerhoff will prepare an online and print version of a survey.*
- ▶ *WSP | Parsons Brinckerhoff will be responsible for electronic distribution of the survey.*
- ▶ *WSP | Parsons Brinckerhoff will review data, prepare an analysis of the data, and provide a summary at the conclusion of the survey.*

2.4 – Community Workshops

Our team will organize and conduct a multiday community workshop, called “Planning Week”. During Planning Week, our team will actively engage key stakeholders and citizens through a variety of meetings and discussions. Through these efforts, participants will help to create a vision and framework for the plan. The goal will be to provide a forum for the public to come together to achieve consensus regarding significant issues, goals and implementation strategies regarding the future of Finney County.

Prior to this week, WSP | Parsons Brinckerhoff and the County will recruit community members to take part in a public workshop through the use of a Facebook ad, emails to stakeholders, a media release, outreach to area employers, online outreach, and through the project Advisory Committee. Details on these activities will be detailed in the Public Engagement Strategy. Members of the Advisory Committee will be encouraged to attend as well.

Two workshop sessions will be held during the week, one during the day to encourage attendance from those working in the community, and one in the evening to encourage residents to attend. The workshops will begin with background information about the project and existing conditions in the community, public input received to date, and goals for the process. We will divide attendees into small groups to work with a project team member on to address issues and strategies for the County. These are intended to be highly interactive sessions in which maps and colored markers will be used to illustrate the concepts being developed. At the end of each workshop we will bring the groups together to present their ideas, and participate in a conversation led by the project team about the common and varying elements, and how those ideas could be integrated into one comprehensive plan.

During the following days, the task leads from the consultant team will work to develop element plans based on research and findings, public input, and the input provided during the Planning Week activities. In addition, the project team will meet with the Advisory Committee and other stakeholders within the community. On the final day of Planning Week, a public open house will be held in the evening to share the results of the project team’s work and provide an opportunity for discussion.

- ▶ *WSP | Parsons Brinckerhoff will be responsible for developing and disseminating meeting notifications electronically via social media. County staff will assist in disseminating additional meeting information.*
- ▶ *WSP | Parsons Brinckerhoff will work with County Planning Staff to reserve meeting space.*
- ▶ *WSP | Parsons Brinckerhoff will develop all displays and handouts for the Planning Week.*

2.5 – Communications & Social Media Plan

WSP | Parsons Brinckerhoff to utilize the following communications strategies included in the Public Engagement Strategy:

- ▶ **Contact Database:** *To assist with ongoing contact with interested parties, Finney County staff will create a contact database and update it throughout the life of the project. The database will provide a central repository for contact information (name, mailing address, phone, and email address) for interested parties so that they can receive updates. This database could include:*
 - Key public officials
 - Finney County staff
 - Local business owners/Business Council members
 - Kansas Department of Transportation
 - Finney County Economic Development Corporation
- ▶ **Communications Material:** *WSP | Parsons Brinckerhoff will develop a set of talking points, key messages, and an FAQ document. The talking points, key messages and FAQ document will be used by members of the project team so that a consistent message is provided to the public about the project.*
- ▶ **Social Media Strategies:** *The County will utilize their existing social media accounts on Facebook and Twitter to share information about the project and engage with the public.*

Task 2 Deliverables:

- ❖ *WSP | Parsons Brinckerhoff to provide:*
 - Public engagement strategy
 - Schedule of public meetings
 - Communications materials
 - Print and Online outreach survey

3. Baseline Analysis

The analysis part of the work is critical. Based on the established goals for the Comprehensive Plan and direction received from the County, we will be able to organize the analysis efforts to achieve maximum efficiency. Our analysis will include a high-level countywide analysis geared to understand the broad range of issues and their interrelationships for the comprehensive planning process. For the analysis, our team will review the existing conditions, trends, opportunities and challenges and will develop a series of analysis maps that illustrate key findings. The analysis will conclude with a presentation of the findings that demonstrate possible future directions for Finney County. The following topical areas will be addressed as part of the analysis:

- Land Use / Future Land Use
- Population, household and labor force
- Employment and economic development/County economic analysis
- Housing
- Transportation and circulation
- Public services, community facilities, and infrastructure
- Agricultural and Natural Resources
- Quality of Life

3.1 – Conduct a Land Use Analysis

The existing land use map will be studied with regard to existing land use conditions to understand where changes need to occur and to evaluate if the existing policies are positioned to implement desired change. Open space and recreation resources are important to both residents and visitors, and the element will focus on meeting the needs of both. Some of the tasks will include:

- ▶ *3.1.1 – WSP | Parsons Brinckerhoff will review the existing land use with the County's future land use map to better understand where change is desired, the types of changes anticipated and the necessary drivers to realize a future land use plan.*
- ▶ *3.1.2 – WSP | Parsons Brinckerhoff and the County to consider new land uses within the County.*
- ▶ *3.1.3 – County to provide a rank the quality and connectivity of open spaces and trail systems for significant areas within the County.*

3.2 – Population, Household, and Labor Force

A review of the demographic, social and economic characteristics of the County will be conducted and a socioeconomic profile will be produced that represents the populations, households and labor force within the County.

- ▶ *3.2.1 – WSP | Parsons Brinckerhoff will access resource sites to develop a profile of the County (Census Bureau, American Community Survey, and Bureau of Labor Statistics).*
- ▶ *3.2.2 – WSP | Parsons Brinckerhoff will identify trends in population and household growth and employment opportunities and determine where these trends are most likely to occur.*

3.3 – Prepare an Employment and Economic Development Analysis

Economic development is an important issue given the agricultural and natural resources issues within the County. To help understand and address this, our team will prepare a planning level market assessment for the County based on interviews, traditional market research and data analysis. The assessment will identify the market strengths and constraints for each major land use type. The findings from the research and analysis will also provide the basis for evaluating and prioritizing focus areas, which could include redevelopment sites, subareas or districts, and for informing strategies the County should consider to expand economic development.

- ▶ **3.3.1 – Economic and Demographic Analysis**
 - *WSP | Parsons Brinckerhoff will conduct interviews with local real estate brokers and developers as part of the public involvement process, review trends in office and industrial development/construction, local brokerage company reports, and review County data on commercial construction.*
 - *WSP | Parsons Brinckerhoff will determine Finney County's competitive position for office, industrial, agricultural, and manufacturing development based on these data analyses and interviews.*
 - *WSP | Parsons Brinckerhoff will prepare an analysis of economic and demographic trends and forecasts to inform the real estate market assessment.*
- ▶ **3.3.2 – Economic Utilization** – *As part of the analysis task it will be important to understand areas with higher comparable economic utilization and areas with lower economic utilization. The purpose of conducting a utilization analysis is to identify areas that could be improved to realize higher public and private revenues.*
 - *WSP | Parsons Brinckerhoff will map utilization on a pre-determined area level. The team will identify patterns of low utilization and identify specific areas that could be opportunities for reinvestment.*

3.4 – Housing

WSP | Parsons Brinckerhoff will prepare a housing element that addresses the County's current and future housing challenges, emphasizing housing conditions, neighborhood preservation and enhancement, affordability, and the sustainability of residential development. Since a recent *Community Housing Assessment Team* (CHAT) study was prepared, our team will reference that plan in this element.

3.5 – Conduct a Transportation, Circulation and Infrastructure Analysis

Transportation and land use are interdependent. Infrastructure investments such as utilities, water and sewer generally coincide with transportation infrastructure design. It is critical to ensure that the appropriate levels of access are provided as well as modal choice. Integrated transportation and land use should also provide for a thoughtful circulation pattern and connectivity to sites. WSP | Parsons Brinckerhoff will:

- ▶ *3.5.1 – Review the County provided plans for proposed transportation improvements.*
- ▶ *3.5.2 – Review broad-level traffic and freight circulation and connectivity issues within the project area based stakeholder input.*
- ▶ *3.5.3 – Review broad-level multimodal transportation options in the County including bike/pedestrian and public transportation.*
- ▶ *3.5.4 – Assess up to 3 specific area typologies in the County for current and potential future land use development proposals, and determine anticipated impacts on the local, sub-regional and regional transportation network.*

3.6 – Public Services, Community Facilities, and Infrastructure

An evaluation of the public services and community facilities within the County will determine the quality and the impact of public services offered. The level of services offered is an indicator of future growth potential for areas in the County. Understanding where current services and facilities are located will have the greatest influence on future development and growth. Community services and facilities are provided to help protect the public health, safety, and welfare of the community, as well as to enhance the quality of life for residents. The services and facilities addressed in the Comprehensive plan will include a subset of the following elements: police, fire rescue, emergency medical services, emergency management, schools, libraries, government administration services, water and wastewater utilities, and solid waste.

- ▶ *3.6.1 – County staff to provide an inventory of existing services and facilities, including police, fire rescue, medical facilities, schools, libraries, government administration services, water and wastewater utilities, and solid waste facilities within the County.*
- ▶ *3.6.2 – WSP | Parsons Brinckerhoff will determine the need for additional public services and community facilities based demographic and employment growth assessed in Task 3.3.*

3.7 – Agricultural and Natural Resources

Finney County has a long history of agricultural production, and agriculture is a large component of the countywide employment base and is a pillar of the county economy. Due to current agricultural practices and limits to natural resources, the comprehensive plan will need to address issues, goals and strategies to balance the demands on agriculture, natural resources and economic development, while addressing other cultural and historic resources. WSP | Parsons Brinckerhoff will prepare the agricultural and natural resource elements based on the following criteria:

- ▶ ***3.7.1 – Agricultural Resources** – The Agricultural Resources element will describe the status and trends of local agriculture and express community goals with regard to addressing demands on productive agricultural lands within the County and minimizing or avoiding conflicts with land uses and natural resources.*

- ▶ **3.7.2 – Natural Resources** – *The Natural Resources element will describe the conservation and protection of natural resources and guide the acceptable use of resources. The element could address pollution, protecting important flora and fauna, and protecting wetlands. Protecting ground and surface water from overuse as well as harmful pollutants will be important considerations to include. Other important considering could be to protect habitats and promoting interconnections between lands in order to provide adequate shelter for plant and animal life.*

3.8 – Hazard Mitigation

Finney County has an Emergency Management Plan that addresses disaster mitigation with the intent to minimize the impact of disasters, provide and support disaster operations, and enable effective disaster recovery. It will be important to assess the plan for broader hazard mitigation issues and to reduce loss of life and property by lessening the impact of disasters. This can achieved through risk analysis (mapping, hazard mitigation plans), risk reduction (land use and building practices, regulations and mitigation practices) and risk insurance. Since a recent Emergency Management Plan exists, our team will reference that plan in this element.

3.9 – Quality of Life

Quality of life is a driving element for the County and can be reflected in the broader community vision the County. Distinguished from Cultural Resources, the Quality of Life element will address how the community will thrive into the future. This element will include the broader community vision and values, identify the risks to the vision, and establish objectives and strategies to thrive in Finney County.

- ▶ **3.9.1 – WSP | Parsons Brinckerhoff** *may include an overarching Quality of Life element that includes the broader community vision for the county, risks to the vision, and strategies to thrive.*

3.11 – Stakeholder Meeting

WSP | Parsons Brinckerhoff will conduct a stakeholder meeting as presented in Task 2.2, and described in the Public Engagement Strategy. The information gained from this outreach effort will be integrated into the draft Comprehensive Plan preparation.

Task 3 Deliverables:

- ❖ *WSP | Parsons Brinckerhoff to provide draft analyses addressing market potential, land use, zoning, and initial economic findings.*
- ❖ *WSP | Parsons Brinckerhoff to provide draft vision statements/themes.*
- ❖ *WSP | Parsons Brinckerhoff to provide presentation materials for displays.*
- ❖ *County to provide summary of known opportunities and constraints to achieve project goals.*
- ❖ *County to provide Public Comment Analysis.*

4. Comprehensive Plan Preparation

With the draft analysis tasks complete, the team will have a solid basis regarding the opportunities that can be leveraged and issues that will need to be addressed in the plan. The Comprehensive Plan will:

1. Define the existing conditions, challenges, trends and opportunities in the County,
2. Describe a community-based vision that will be the foundation for the plan, and
3. Provide a clear and viable framework in the form of recommended policies, development objectives, community projects and programs.

4.1 – Prepare Plan Elements

Based on the outcomes from the analysis phase, the team will work with County staff to organize and define the elements for the plan. Each element will include an assessment of the existing conditions, emerging trends for that element, challenges facing the County, and opportunities to leverage. Each element will also include a series of goals, associated objectives, and recommended policies that provide a framework for implementation. The plan elements will be evaluated for overall feasibility and presented for community input, as defined in the Public Engagement Strategy prepared in Task 2.

4.2 – Prepare Plan Implementation

During the preparation of the Plan Elements, specific implementation strategies will be crafted that will meet its planning goals and objectives, and form an actionable program for the County. The implementation plan will include a phased action plan to execute recommended programs and policies for each Plan element based upon the Plan's unified goals and objectives. These actions will be cross-referenced in the Plan to ensure consistency in the policies across all Plan elements. Our team will test the draft plan recommendations and implementation recommendations for public safety, public benefits, impacts and development and economic feasibility. WSP | Parsons Brinckerhoff will:

- ▶ **Short-term Action Steps** – Prepare a schedule of action steps that support the plan element recommendations defined in short term, midterm and long-term increments.
- ▶ **List of Improvements** – Prepare prioritized list of public improvements defined as short term, midterm and long term. Define conceptual public benefits and impacts for each key recommended project.
- ▶ **Program Funding** – Prepare a conceptual opinion of probable cost for short-term improvements that can be included in relevant capital improvement programs.
- ▶ **Responsibilities & Partnerships** – Identify entities responsible of implementation of specific plan elements, and discuss with them a process for determining coordination implementation. This element will also address the role of the County for each key or short-term action.
- ▶ **Create a Monitoring Plan** – Develop recommendations for a process for regular review and update of the implementation status for various Plan goals and action items.

4.3 – Prepare Draft Comprehensive Plan

WSP | Parsons Brinckerhoff to work with the County to prepare a draft Comprehensive Plan including text and graphics, which could include the following elements:

- Introduction/Background
- Community Vision & Values
- Planning and Community Engagement Process
- Plan Elements (Assessments & Recommendations)
 - Quality of Life
 - Land Use (Existing and proposed maps)
 - Transportation and Circulation (Existing and proposed maps)
 - Housing
 - Public Services & Facilities (Existing and proposed maps)
 - Agricultural and Natural Resources (Existing and proposed maps)
- Appendices
 - County Profile
 - Population, Household and Labor Force
 - Employment and Economic Development

4.4 – Public Meeting

WSP | Parsons Brinckerhoff will conduct a public meeting as presented in Task 2.2, and described in the Public Engagement Strategy. The information gained from this outreach effort will be integrated into the final draft Comprehensive Plan preparation.

4.5 – Prepare Final Draft Comprehensive Plan

Based on input from the presentation of the draft plan, the team will revise the design implementation and strategies and prepare a Final Draft Comprehensive Plan to be approved by the County.

- ▶ *Revise draft plan per comments received during community and Client meetings,*
- ▶ *Finalize priority project goals, objective, and principles,*
- ▶ *Finalize implementation and economic policy recommendations,*
- ▶ *Review the final plan with the County and appropriate agencies.*
- ▶ *Prepare final revisions to the Comprehensive Plan.*





Task 4 Deliverables:

- ❖ *WSP | Parsons Brinckerhoff to provide Final Draft Comprehensive Plan. Plan will include less than 50 pages of text and tables and no more than 15 additional pages for maps.*
- ❖ *County to provide meeting notes of public involvement meetings including public meetings and one-on-one meetings.*
- ❖ *County to provide Public Comment Analysis.*

Finney County Comprehensive Plan

		Firm Role	Planning, Policy & Management					Hrs	Totals
		Consultant	WSP Parsons Brinckerhoff						
	Project Role	Project Manager & Lead Facilitator	Transportation & Public Engagement	Urban Design & Graphics	Market & Economic	Traffic Engineer	Urban & Transportation Planner		
	Staff Member	Tom Hester	Jared Gulbranson	Ximena Atterbury	Tim Thornton	David Church	Jennifer Pangborn		
	Direct Rate	92.55	35.83	36.06	61.05	65.54	41.01		
	1.035 Mid-Year Adjustment	95.79	37.08	37.32	63.19	67.83	42.45		
1.598	Overhead + Facilities Rate	147.89	57.26	57.62	97.56	104.73	65.53		
10%	Fee	24.04	9.31	9.37	15.86	17.03	10.65		
Fully Burdened Hourly Rate		\$264.49	\$102.39	\$103.05	\$174.47	\$187.30	\$117.20		
1. Project Startup									
1	Project Startup	2	1				1	4	\$749
2	Develop Contact Databases	1	2					3	\$469
3	Establish Advisory Committee	1	2					3	\$469
4	Information Gathering & Assessment	1	2	6	2	2	1	14	\$1,928
Coordination & Meetings								0	\$0
Project Management & Administration		4						4	\$1,058
Task 1 Sub-Total Hours		9	7	6	2	2	2		28
Task 1 Sub-Total Fees		\$2,380	\$717	\$618	\$349	\$375	\$234		\$4,673
2. Public Engagement									
1	Project Team Meetings	2	2	2			2	8	\$1,174
2	Stakeholder Meeting (2.2/3.11)	10		10			10	30	\$4,847
3	Community Survey		6	6			6	18	\$1,936
4	(2) Community Workshop/Meetings (2.4 & 4.4)	24	40	40			40	144	\$19,254
5	Communications & Social Media Plan	2	2				8	12	\$1,671
Coordination & Meetings								0	\$0
Project Management & Administration		4						4	\$1,058
Task 2 Sub-Total Hours		42	50	58	0	0	66		216
Task 2 Sub-Total Fees		\$11,109	\$5,120	\$5,977	\$0	\$0	\$7,735		\$29,940
3. Baseline Analysis									
1	Land Use & Open Space	3		8			2	13	\$1,852
2	Population, Household & Labor	2		10	2		4	18	\$2,377
3	Employment & Economic Development	4		12	12		4	32	\$4,857
4	Housing	2		6	4			12	\$1,845
5	Transportation, Circulation & Infrastructure	4	8	12		6	12	42	\$5,644
6	Public Services, Community Facilities	2	4	8	2	2	8	26	\$3,424
7	Agriculture & Natural	4		12			14	30	\$3,935
8	Hazard Mitigation	1		3			2	6	\$808
9	Quality of Life	1		3			2	6	\$808
10	Intergovernmental Cooperation							0	\$0
Coordination & Meetings								0	\$0
Project Management & Administration		4						4	\$1,058
Task 3 Sub-Total Hours		27	12	74	20	8	48		189
Task 3 Sub-Total Fees		\$7,141	\$1,229	\$7,626	\$3,489	\$1,498	\$5,626		\$26,609
4. Comprehensive Plan Preparation									
1	Prepare Plan Elements	8	6	40	6	4	16	80	\$10,524
2	Prepare Plan Implementation	8	5	8	6	2	8	37	\$5,811
3	Prepare Draft Comprehensive Plan	8	8	32	6	4	8	66	\$8,966
5	Prepare Final Draft Comprehensive Plan	4	4	12			4	24	\$3,173
Coordination & Meetings								0	\$0
Project Management & Administration		4						4	\$1,058
Task 4 Sub-Total Hours		32	23	92	18	10	36		211
Task 4 Sub-Total Fees		\$8,464	\$2,355	\$9,481	\$3,140	\$1,873	\$4,219		\$29,532
Total Project Hours		110	92	230	40	20	152		644
Fully Burdened Cost		\$29,094	\$9,420	\$23,702	\$6,979	\$3,746	\$17,814		\$90,755
PB Direct Labor Budget		\$10,181	\$3,296	\$8,294	\$2,442	\$1,311	\$6,234		\$31,757
PB Overhead		\$16,268	\$5,268	\$13,253	\$3,902	\$2,095	\$9,961		\$50,748
PB Fee from Labor		\$2,645	\$856	\$2,155	\$634	\$341	\$1,619		\$8,250
Direct Costs									
Item									Costs
Copy, FedEx, Reproduction, Display Material, etc.		\$0	\$400	\$500	\$0	\$149	\$400		\$1,449
Travel Expenses		\$2,360	\$1,380	\$1,880	\$0	\$640	\$1,820		\$8,080
Total Fee Per Service									\$100,284

Bi-Weekly Project Schedule

 Work effort
 Meeting
 Review Period
 Deliverable

PROFESSIONAL SERVICES AGREEMENT

PB AGREEMENT NO. ____

THIS Agreement is made and entered into this ____ day of _____, 20____, by and between Finney County, Kansas, with offices at 301 N. 8th Street, Garden City, KS 67846 (hereinafter called the "CLIENT"), and Parsons Brinckerhoff, Inc. a New York corporation, with offices at 225 North Market, Suite 350, WICHITA, KS 67202 (hereinafter called "PB").

RECITALS:

WHEREAS, the CLIENT desires professional planning services (hereinafter called the "SERVICES");

WHEREAS, the CLIENT has solicited the services of PB to assist in the preparation of a countywide comprehensive plan (hereinafter called the "PROJECT");

WHEREAS, PB has submitted a proposal dated March 25, 2016 which outlined an approach for such PROJECT; and

WHEREAS, the CLIENT on August 4, 2016 selected PB to perform the SERVICES;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

Article 1: EMPLOYMENT OF PB

The CLIENT retains and employs PB to act for and represent it in all engineering matters involved in the performance of the SERVICES, subject to the terms, conditions, and stipulations as hereinafter stated.

Article 2: PROJECT DESCRIPTION

PB will assist Finney County staff in the development of a new countywide Comprehensive Plan for all unincorporated areas of the county. Today Finney County is the home to nearly 40,000 residents and is the most populated county in the western Kansas region. The completed Comprehensive Plan will be used as a guide that lays out a well-defined roadmap for the future of the county. It will also outline goals, objectives, and a series of fiscally constrained projects that will help lead to the desired vision for the future.

Article 3: SCOPE OF SERVICES

PB shall render the SERVICES set forth in Exhibit A, attached hereto and made part of this Agreement.

Article 4: COMPENSATION

The CLIENT shall compensate PB for the performance of SERVICES under this Agreement in the fixed price amount of One hundred thousand two hundred eighty four Dollars (\$100,284.00).

Article 5: SCHEDULE

PB shall perform the SERVICES in accordance with the Schedule set forth in Exhibit C, attached hereto and made part of this Agreement.

Article 6: PAYMENT

Invoices for interim payments shall be prepared by PB on PB's standard form and submitted every four (4) weeks to the CLIENT. Each invoice shall be prepared to request payment of the portion of the fixed price amount in proportion to the percentage of SERVICES rendered during the invoice period to the total of SERVICES to be provided hereunder.

Such invoices shall be paid to PB by the CLIENT within fourteen (14) days of presentation to the CLIENT.

Article 7: DATA TO BE FURNISHED BY CLIENT

Data to be furnished by the CLIENT to PB at no cost to PB is described in Exhibit A – Scope of Work.

Article 8: INDEPENDENT CONTRACTOR

PB represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor

have any contractual relationship with the CLIENT. PB, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the CLIENT by reason of this Agreement.

Article 9: INSURANCE

PB shall effect and maintain insurance at its own cost and expense to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury including sickness, disease, or death of any of its employees; from claims for damages because of injury to persons or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable, each in the amount of \$1,000,000.

PB shall furnish the CLIENT with a certificate(s) of insurance showing PB has complied with this Article, which certificates shall provide that thirty (30) days written notification of cancellation of the policies shall be given to the CLIENT.

Article 10: INDEMNITY AND LIMITATION

PB shall indemnify and hold harmless the CLIENT from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of PB, its officers, employees, agents, or representatives in the performance of SERVICES under this Agreement. PB shall in no event be liable in contract, tort, or otherwise, for any indirect or consequential damages, including but not limited to loss of estimated profits, loss of use, loss of revenue, cost of capital, loss of good will, or similar damages arising out of its performance of the SERVICES hereunder.

In the event of any reuse or other use by the CLIENT of the drawings, specifications, and other documents furnished by PB hereunder, the CLIENT shall indemnify, defend, and hold harmless PB from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of such reuse or other use.

Article 11: CHANGES AND EXTRA SERVICES

The CLIENT may make changes within the general scope of this Agreement. If PB is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, PB shall so notify the CLIENT of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. PB may initiate such notification upon identifying a condition which may change the SERVICES agreed to on the effective date of this Agreement, as set forth in Exhibit A.

The CLIENT may request PB to perform extra services not covered by the SCOPE OF SERVICES as set forth in Exhibit A, and PB shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

The CLIENT shall not be liable for payment of any extra services nor shall PB be obligated to perform any extra services except upon such written amendment.

Article 12: DELAYS

PB shall perform its SERVICES with due diligence upon receipt of a written Notice to Proceed from the CLIENT. In the event that performance of its SERVICES is delayed by causes beyond the reasonable control of PB, and without the fault or negligence of PB, the time and total compensation for the performance of the SERVICES shall be equitably adjusted by written amendment to reflect the extent of such delay. PB shall provide the CLIENT with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by PB to mitigate the effect of such delay.

Article 13: TERMINATION

This Agreement may be terminated by either party hereto upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be

terminated by the CLIENT for its convenience or because the PROJECT has been permanently abandoned, but only upon fourteen (14) days written notice to PB.

In the event of termination, PB shall be compensated for all services performed and costs incurred up to the effective date of termination for which PB has not been previously compensated, plus termination expenses reasonably incurred.

Upon receipt of notice of termination from the CLIENT, PB shall discontinue the SERVICES unless otherwise directed and upon final payment from the CLIENT deliver to the CLIENT the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by PB in the performance of this Agreement, whether completed or in process.

Article 14: OWNERSHIP OF DOCUMENTS

The parties hereto agree that PB shall retain possession of all drawings, specifications, and other documents when its services have been completed. The CLIENT will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this PROJECT to be done by others, or on other projects, without the prior written consent of PB. Such consent shall stipulate what, if any, additional compensation shall be paid to PB for such reuse of documents by the CLIENT. In no event shall the receipt of such additional compensation operate as a waiver of PB's rights under Article 10, INDEMNITY AND LIMITATION.

Article 15: SUCCESSORS AND ASSIGNS

PB shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior written approval of the CLIENT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

Article 16: NONWAIVER

Intentionally left blank

Article 17: NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CLIENT: _____

 ATTENTION: _____

TO PB: Parsons Brinckerhoff Inc.

 ATTENTION: _____

Article 18: DISPUTES

Any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof which are not disposed of by mutual agreement of the parties hereto shall be resolved through litigation in courts of competent jurisdiction in the state of Kansas.

Article 19: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

Article 20: EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and PB and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

IN WITNESS WHEREOF, this Agreement has been executed by the CLIENT and PB, effective from the day and year first written above.

By: _____
(Name, Title)

PARSONS BRINCKERHOFF, INC.

By: _____
(Raja Govindaswamy, Area Manager)

Exhibit A
Scope of Services

Scope of Services

The following scope of services is based on providing the deliverables identified in the RFQ with the goals stated by Finney County. This process begins with establishing order, direction and focus to the work effort to follow. The next step will be to engage the citizens in a highly iterative and inclusive planning process. The team will prepare a public involvement strategy with input from County staff to identify the full range of stakeholders and confirm the most effective methods of gaining input for each stakeholder group.

Our preliminary analysis will be general in nature and look for opportunities, challenges, trends and contributing factors to a range of issues including economic conditions, land use, housing, employment and economic development and transportation and circulation. During this phase, we intend to work with the County to conduct meetings where the stakeholders will be invited to meet with project team staff to discuss the project. This will help us understand the range of issues and opportunities regarding the future of Finney County and will help to define short and long term goals and objectives for the Comprehensive Plan.

The preparation of the Comprehensive Plan will be geared towards organizing an inspired vision for the County and will address and organize issues addressed during the project process. The goals, objectives, public input, and opportunities gleaned from the above processes will give direction to how the Plan will be prepared, what exactly it will cover in addition to the minimum requirements, and to what level of detail. The team will present the Draft Plan in a public meeting workshop to answer questions regarding the plan and its impact to the County.

A key component to the Plan is the Implementation program. The team will work with the County Planning Staff, the Advisory Committee (Steering Committee) and Planning Commission to produce an implementation program that is designed to help Finney County to meet its planning goals and objectives.

1. Project Startup

We will begin the project by establishing the final scope, talking with key people and defining the various processes and approvals.

1.1 – Project Startup

WSP | Parsons Brinckerhoff shall participate in an in person or teleconference kick off meeting. Specific items to be prepared and/or discussed at this initial meeting include:

- ▶ *WSP | Parsons Brinckerhoff to prepare a final scope of work, work program, schedule and fees.*
- ▶ *County to confirm project area and the level of detail required for various elements within the project area.*
- ▶ *County to confirm client project manager and resources made available to the team.*
- ▶ *County to establish an Advisory Committee (AC) whose purpose will be to discuss issues involving the development of the plan, provide feedback, and share information with the community and project team regarding the project.*
- ▶ *County to provide a base map for the project area including streets, blocks, parcels and infrastructure, in physical or digital format.*
- ▶ *County to provide relevant studies, plans and documents that should be considered in the comprehensive planning process. Documents could include:*
 - *GIS shape and attribute table data files in ARCGIS format for land use, zoning, utilities, transportation, parks and open space, trails, population projections and demographics*
 - *Current Master Plans for any known planned development in the city*
 - *Recent County economic analysis*
 - *Current Comprehensive Plan and Zoning Ordinance*
 - *Map of existing sanitary sewer and storm sewer systems*

Task 1 Deliverables:

- ❖ *WSP | Parsons Brinckerhoff to provide monthly project status reports due on the first day of the following month*
- ❖ *County to provide existing conditions document and data files*

2. Public Engagement Strategy

The success of this Comprehensive Plan will depend on full community engagement including residents, property owners, business interests, staff, County planning commission and municipal agencies in order to be successful. With direction from Finney County, we will establish the *Public Engagement Strategy* and define how to achieve maximum effect utilizing County resources and our team resources.

As one of the first steps in the planning process, WSP | Parsons Brinckerhoff will facilitate a general kick-off meeting and community vision/goal setting workshop at the beginning of a week-long engagement period, called “Planning Week”, that will lead to the development of a *community vision* and *goals statement*. Public engagement will be conducted throughout the project and will be integrated into each work task.

A key component to our *Public Engagement Strategy* is to conduct a Planning Week (as described below) with the community once the initial analysis is complete. The findings from this weeklong engagement effort will assist in framing the recommendations detailed in the Comprehensive Plan. While preparing the Plan, our team will continue to work with the appropriate public and private sector representatives to test strategies and options. During each phase our team will work with the County and appropriate stakeholder groups to gain feedback and receive direction.

2.1 – Project Team Meetings

To implement the Public Engagement Strategy and understand the range of concerns from the public, WSP | Parsons Brinckerhoff will conduct a series of meetings/interviews with key stakeholders in the County in advance of Planning Week. These could be held in conjunction with the kick-off meeting, or coordinated through conference calls in an effort to be most efficient with time. During this process, we will work with the County to prepare overall goals and objectives to establish a basis for evaluating design and policy alternatives and facilitate the decision-making process.

- ▶ *County staff and WSP | Parsons Brinckerhoff will identify key stakeholders. WSP | Parsons Brinckerhoff will notify stakeholders of meetings.*
- ▶ *The County and WSP | Parsons Brinckerhoff will hold meetings/interviews with key stakeholders within the County to inform them of the project and gather their input.*
- ▶ *WSP | Parsons Brinckerhoff and County to work with the Advisory Committee to develop high level goals and objectives to order, direct and give focus to the Comprehensive Plan.*
- ▶ *WSP | Parsons Brinckerhoff and the County to determine the potential final products and formats of the plan based on achieving the agreed goals.*
- ▶ *WSP | Parsons Brinckerhoff to review findings with the County and Advisory Committee to receive input for the preparation of the analysis phase.*

2.2 – Meetings with Key Stakeholders and Officials

To gain a firsthand understanding of the key stakeholder perspectives, WSP | Parsons Brinckerhoff team members will hold one-on-one or small group interviews that will include key business and community representatives, residents, and public officials. These interviews will assist in gaining an understanding from stakeholders and officials regarding the issues they would like to see addressed in the plan, and include strategies, and timing for implementation. These will be done in coordination with planning week and other public involvement efforts.

- ▶ *WSP | Parsons Brinckerhoff will hold a stakeholder outreach meeting. The meeting will occur when the draft plan is available, to give stakeholders an opportunity to provide feedback before the plan is*

finalized and could be held in conjunction with an open-house style public meeting after the draft plan has been prepared.

- ▶ *WSP | Parsons Brinckerhoff will be responsible for developing and disseminating meeting notifications via social media, and will work with County Planning Staff to reserve meeting space.*
- ▶ *WSP | Parsons Brinckerhoff will develop all displays and handouts for public meetings.*
- ▶ *WSP | Parsons Brinckerhoff will attend up to ten (10) small group or one-on-one meetings.*

2.3 – Community Survey

A survey will be created for the community to share their vision for Finney County, and respond to specific questions regarding economic development, housing, transportation, historic, cultural and natural resource conservation, agricultural preservation, quality of life, and other issues in the County.

- ▶ *WSP | Parsons Brinckerhoff will prepare an online and print version of a survey.*
- ▶ *WSP | Parsons Brinckerhoff will be responsible for electronic distribution of the survey.*
- ▶ *WSP | Parsons Brinckerhoff will review data, prepare an analysis of the data, and provide a summary at the conclusion of the survey.*

2.4 – Community Workshops

Our team will organize and conduct a multiday community workshop, called “Planning Week”. During Planning Week, our team will actively engage key stakeholders and citizens through a variety of meetings and discussions. Through these efforts, participants will help to create a vision and framework for the plan. The goal will be to provide a forum for the public to come together to achieve consensus regarding significant issues, goals and implementation strategies regarding the future of Finney County.

Prior to this week, WSP | Parsons Brinckerhoff and the County will recruit community members to take part in a public workshop through the use of a Facebook ad, emails to stakeholders, a media release, outreach to area employers, online outreach, and through the project Advisory Committee. Details on these activities will be detailed in the Public Engagement Strategy. Members of the Advisory Committee will be encouraged to attend as well.

Two workshop sessions will be held during the week, one during the day to encourage attendance from those working in the community, and one in the evening to encourage residents to attend. The workshops will begin with background information about the project and existing conditions in the community, public input received to date, and goals for the process. We will divide attendees into small groups to work with a project team member on to address issues and strategies for the County. These are intended to be highly interactive sessions in which maps and colored markers will be used to illustrate the concepts being developed. At the end of each workshop we will bring the groups together to present their ideas, and participate in a conversation led by the project team about the common and varying elements, and how those ideas could be integrated into one comprehensive plan.

During the following days, the task leads from the consultant team will work to develop element plans based on research and findings, public input, and the input provided during the Planning Week activities. In addition, the project team will meet with the Advisory Committee and other stakeholders within the community. On the final day of Planning Week, a public open house will be held in the evening to share the results of the project team’s work and provide an opportunity for discussion.

- ▶ *WSP | Parsons Brinckerhoff will be responsible for developing and disseminating meeting notifications electronically via social media. County staff will assist in disseminating additional meeting information.*
- ▶ *WSP | Parsons Brinckerhoff will work with County Planning Staff to reserve meeting space.*
- ▶ *WSP | Parsons Brinckerhoff will develop all displays and handouts for the Planning Week.*

2.5 – Communications & Social Media Plan

WSP | Parsons Brinckerhoff to utilize the following communications strategies included in the Public Engagement Strategy:

- ▶ **Contact Database:** To assist with ongoing contact with interested parties, Finney County staff will create a contact database and update it throughout the life of the project. The database will provide a central repository for contact information (name, mailing address, phone, and email address) for interested parties so that they can receive updates. This database could include:
 - Key public officials
 - Finney County staff
 - Local business owners/Business Council members
 - Kansas Department of Transportation
 - Finney County Economic Development Corporation
- ▶ **Communications Material:** WSP | Parsons Brinckerhoff will develop a set of talking points, key messages, and an FAQ document. The talking points, key messages and FAQ document will be used by members of the project team so that a consistent message is provided to the public about the project.
- ▶ **Social Media Strategies:** The County will utilize their existing social media accounts on Facebook and Twitter to share information about the project and engage with the public.

Task 2 Deliverables:

- ❖ WSP | Parsons Brinckerhoff to provide:
 - Public engagement strategy
 - Schedule of public meetings
 - Communications materials
 - Print and Online outreach survey

3. Baseline Analysis

The analysis part of the work is critical. Based on the established goals for the Comprehensive Plan and direction received from the County, we will be able to organize the analysis efforts to achieve maximum efficiency. Our analysis will include a high-level countywide analysis geared to understand the broad range of issues and their interrelationships for the comprehensive planning process. For the analysis, our team will review the existing conditions, trends, opportunities and challenges and will develop a series of analysis maps that illustrate key findings. The analysis will conclude with a presentation of the findings that demonstrate possible future directions for Finney County. The following topical areas will be addressed as part of the analysis:

- Land Use / Future Land Use
- Population, household and labor force
- Employment and economic development/County economic analysis
- Housing
- Transportation and circulation
- Public services, community facilities, and infrastructure
- Agricultural and Natural Resources
- Quality of Life

3.1 – Conduct a Land Use Analysis

The existing land use map will be studied with regard to existing land use conditions to understand where changes need to occur and to evaluate if the existing policies are positioned to implement desired change. Open space and recreation resources are important to both residents and visitors, and the element will focus on meeting the needs of both. Some of the tasks will include:

- ▶ *3.1.1 – WSP | Parsons Brinckerhoff will review the existing land use with the County's future land use map to better understand where change is desired, the types of changes anticipated and the necessary drivers to realize a future land use plan.*
- ▶ *3.1.2 – WSP | Parsons Brinckerhoff and the County to consider new land uses within the County.*
- ▶ *3.1.3 – County to provide a rank the quality and connectivity of open spaces and trail systems for significant areas within the County.*

3.2 – Population, Household, and Labor Force

A review of the demographic, social and economic characteristics of the County will be conducted and a socioeconomic profile will be produced that represents the populations, households and labor force within the County.

- ▶ *3.2.1 – WSP | Parsons Brinckerhoff will access resource sites to develop a profile of the County (Census Bureau, American Community Survey, and Bureau of Labor Statistics).*
- ▶ *3.2.2 – WSP | Parsons Brinckerhoff will identify trends in population and household growth and employment opportunities and determine where these trends are most likely to occur.*

3.3 – Prepare an Employment and Economic Development Analysis

Economic development is an important issue given the agricultural and natural resources issues within the County. To help understand and address this, our team will prepare a planning level market assessment for the County based on interviews, traditional market research and data analysis. The assessment will identify the market strengths and constraints for each major land use type. The findings from the research and analysis will also provide the basis for evaluating and prioritizing focus areas, which could include redevelopment sites, subareas or districts, and for informing strategies the County should consider to expand economic development.

- ▶ **3.3.1 – Economic and Demographic Analysis**
 - *WSP | Parsons Brinckerhoff will conduct interviews with local real estate brokers and developers as part of the public involvement process, review trends in office and industrial development/construction, local brokerage company reports, and review County data on commercial construction.*
 - *WSP | Parsons Brinckerhoff will determine Finney County's competitive position for office, industrial, agricultural, and manufacturing development based on these data analyses and interviews.*
 - *WSP | Parsons Brinckerhoff will prepare an analysis of economic and demographic trends and forecasts to inform the real estate market assessment.*
- ▶ **3.3.2 – Economic Utilization** – *As part of the analysis task it will be important to understand areas with higher comparable economic utilization and areas with lower economic utilization. The purpose of conducting a utilization analysis is to identify areas that could be improved to realize higher public and private revenues.*
 - *WSP | Parsons Brinckerhoff will map utilization on a pre-determined area level. The team will identify patterns of low utilization and identify specific areas that could be opportunities for reinvestment.*

3.4 – Housing

WSP | Parsons Brinckerhoff will prepare a housing element that addresses the County's current and future housing challenges, emphasizing housing conditions, neighborhood preservation and enhancement, affordability, and the sustainability of residential development. Since a recent *Community Housing Assessment Team* (CHAT) study was prepared, our team will reference that plan in this element.

3.5 – Conduct a Transportation, Circulation and Infrastructure Analysis

Transportation and land use are interdependent. Infrastructure investments such as utilities, water and sewer generally coincide with transportation infrastructure design. It is critical to ensure that the appropriate levels of access are provided as well as modal choice. Integrated transportation and land use should also provide for a thoughtful circulation pattern and connectivity to sites. WSP | Parsons Brinckerhoff will:

- ▶ *3.5.1 – Review the County provided plans for proposed transportation improvements.*
- ▶ *3.5.2 – Review broad-level traffic and freight circulation and connectivity issues within the project area based stakeholder input.*
- ▶ *3.5.3 – Review broad-level multimodal transportation options in the County including bike/pedestrian and public transportation.*
- ▶ *3.5.4 – Assess up to 3 specific area typologies in the County for current and potential future land use development proposals, and determine anticipated impacts on the local, sub-regional and regional transportation network.*

3.6 – Public Services, Community Facilities, and Infrastructure

An evaluation of the public services and community facilities within the County will determine the quality and the impact of public services offered. The level of services offered is an indicator of future growth potential for areas in the County. Understanding where current services and facilities are located will have the greatest influence on future development and growth. Community services and facilities are provided to help protect the public health, safety, and welfare of the community, as well as to enhance the quality of life for residents. The services and facilities addressed in the Comprehensive plan will include a subset of the following elements: police, fire rescue, emergency medical services, emergency management, schools, libraries, government administration services, water and wastewater utilities, and solid waste.

- ▶ *3.6.1 – County staff to provide an inventory of existing services and facilities, including police, fire rescue, medical facilities, schools, libraries, government administration services, water and wastewater utilities, and solid waste facilities within the County.*
- ▶ *3.6.2 – WSP | Parsons Brinckerhoff will determine the need for additional public services and community facilities based demographic and employment growth assessed in Task 3.3.*

3.7 – Agricultural and Natural Resources

Finney County has a long history of agricultural production, and agriculture is a large component of the countywide employment base and is a pillar of the county economy. Due to current agricultural practices and limits to natural resources, the comprehensive plan will need to address issues, goals and strategies to balance the demands on agriculture, natural resources and economic development, while addressing other cultural and historic resources. WSP | Parsons Brinckerhoff will prepare the agricultural and natural resource elements based on the following criteria:

- ▶ ***3.7.1 – Agricultural Resources** – The Agricultural Resources element will describe the status and trends of local agriculture and express community goals with regard to addressing demands on productive agricultural lands within the County and minimizing or avoiding conflicts with land uses and natural resources.*

- ▶ **3.7.2 – Natural Resources** – *The Natural Resources element will describe the conservation and protection of natural resources and guide the acceptable use of resources. The element could address pollution, protecting important flora and fauna, and protecting wetlands. Protecting ground and surface water from overuse as well as harmful pollutants will be important considerations to include. Other important considering could be to protect habitats and promoting interconnections between lands in order to provide adequate shelter for plant and animal life.*

3.8 – Hazard Mitigation

Finney County has an Emergency Management Plan that addresses disaster mitigation with the intent to minimize the impact of disasters, provide and support disaster operations, and enable effective disaster recovery. It will be important to assess the plan for broader hazard mitigation issues and to reduce loss of life and property by lessening the impact of disasters. This can achieved through risk analysis (mapping, hazard mitigation plans), risk reduction (land use and building practices, regulations and mitigation practices) and risk insurance. Since a recent Emergency Management Plan exists, our team will reference that plan in this element.

3.9 – Quality of Life

Quality of life is a driving element for the County and can be reflected in the broader community vision the County. Distinguished from Cultural Resources, the Quality of Life element will address how the community will thrive into the future. This element will include the broader community vision and values, identify the risks to the vision, and establish objectives and strategies to thrive in Finney County.

- ▶ **3.9.1 – WSP | Parsons Brinckerhoff** *may include an overarching Quality of Life element that includes the broader community vision for the county, risks to the vision, and strategies to thrive.*

3.11 – Stakeholder Meeting

WSP | Parsons Brinckerhoff will conduct a stakeholder meeting as presented in Task 2.2, and described in the Public Engagement Strategy. The information gained from this outreach effort will be integrated into the draft Comprehensive Plan preparation.

Task 3 Deliverables:

- ❖ *WSP | Parsons Brinckerhoff to provide draft analyses addressing market potential, land use, zoning, and initial economic findings.*
- ❖ *WSP | Parsons Brinckerhoff to provide draft vision statements/themes.*
- ❖ *WSP | Parsons Brinckerhoff to provide presentation materials for displays.*
- ❖ *County to provide summary of known opportunities and constraints to achieve project goals.*
- ❖ *County to provide Public Comment Analysis.*

4. Comprehensive Plan Preparation

With the draft analysis tasks complete, the team will have a solid basis regarding the opportunities that can be leveraged and issues that will need to be addressed in the plan. The Comprehensive Plan will:

1. Define the existing conditions, challenges, trends and opportunities in the County,
2. Describe a community-based vision that will be the foundation for the plan, and
3. Provide a clear and viable framework in the form of recommended policies, development objectives, community projects and programs.

4.1 – Prepare Plan Elements

Based on the outcomes from the analysis phase, the team will work with County staff to organize and define the elements for the plan. Each element will include an assessment of the existing conditions, emerging trends for that element, challenges facing the County, and opportunities to leverage. Each element will also include a series of goals, associated objectives, and recommended policies that provide a framework for implementation. The plan elements will be evaluated for overall feasibility and presented for community input, as defined in the Public Engagement Strategy prepared in Task 2.

4.2 – Prepare Plan Implementation

During the preparation of the Plan Elements, specific implementation strategies will be crafted that will meet its planning goals and objectives, and form an actionable program for the County. The implementation plan will include a phased action plan to execute recommended programs and policies for each Plan element based upon the Plan's unified goals and objectives. These actions will be cross-referenced in the Plan to ensure consistency in the policies across all Plan elements. Our team will test the draft plan recommendations and implementation recommendations for public safety, public benefits, impacts and development and economic feasibility. WSP | Parsons Brinckerhoff will:

- ▶ **Short-term Action Steps** – Prepare a schedule of action steps that support the plan element recommendations defined in short term, midterm and long-term increments.
- ▶ **List of Improvements** – Prepare prioritized list of public improvements defined as short term, midterm and long term. Define conceptual public benefits and impacts for each key recommended project.
- ▶ **Program Funding** – Prepare a conceptual opinion of probable cost for short-term improvements that can be included in relevant capital improvement programs.
- ▶ **Responsibilities & Partnerships** – Identify entities responsible of implementation of specific plan elements, and discuss with them a process for determining coordination implementation. This element will also address the role of the County for each key or short-term action.
- ▶ **Create a Monitoring Plan** – Develop recommendations for a process for regular review and update of the implementation status for various Plan goals and action items.

4.3 – Prepare Draft Comprehensive Plan

WSP | Parsons Brinckerhoff to work with the County to prepare a draft Comprehensive Plan including text and graphics, which could include the following elements:

- *Introduction/Background*
- *Community Vision & Values*
- *Planning and Community Engagement Process*
- *Plan Elements (Assessments & Recommendations)*
 - *Quality of Life*
 - *Land Use (Existing and proposed maps)*
 - *Transportation and Circulation (Existing and proposed maps)*
 - *Housing*
 - *Public Services & Facilities (Existing and proposed maps)*
 - *Agricultural and Natural Resources (Existing and proposed maps)*
- *Appendices*
 - *County Profile*
 - *Population, Household and Labor Force*
 - *Employment and Economic Development*

4.4 – Public Meeting

WSP | Parsons Brinckerhoff will conduct a public meeting as presented in Task 2.2, and described in the Public Engagement Strategy. The information gained from this outreach effort will be integrated into the final draft Comprehensive Plan preparation.

4.5 – Prepare Final Draft Comprehensive Plan

Based on input from the presentation of the draft plan, the team will revise the design implementation and strategies and prepare a Final Draft Comprehensive Plan to be approved by the County.

- ▶ *Revise draft plan per comments received during community and Client meetings,*
- ▶ *Finalize priority project goals, objective, and principles,*
- ▶ *Finalize implementation and economic policy recommendations,*
- ▶ *Review the final plan with the County and appropriate agencies.*
- ▶ *Prepare final revisions to the Comprehensive Plan.*

Task 4 Deliverables:

- ❖ *WSP | Parsons Brinckerhoff to provide Final Draft Comprehensive Plan. Plan will include less than 50 pages of text and tables and no more than 15 additional pages for maps.*
- ❖ *County to provide meeting notes of public involvement meetings including public meetings and one-on-one meetings.*
- ❖ *County to provide Public Comment Analysis.*

Exhibit B
Compensation

Finney County Comprehensive Plan

Firm Role		Planning, Policy & Management						Hrs	Totals
		WSP Parsons Brinckerhoff							
Project Role	Project Manager & Lead Facilitator	Transportation & Public Engagement	Urban Design & Graphics	Market & Economic	Traffic Engineer	Urban & Transportation Planner			
	Staff Member	Tom Hester	Jared Gulbranson	Ximena Atterbury	Tim Thornton	David Church	Jennifer Pangborn		
	Direct Rate	92.55	35.83	36.06	61.05	65.54	41.01		
1.035	Mid-Year Adjustment	95.79	37.08	37.32	63.19	67.83	42.45		
1.598	Overhead + Facilities Rate	147.89	57.26	57.62	97.56	104.73	65.53		
10%	Fee	24.04	9.31	9.37	15.86	17.03	10.65		
Fully Burdened Hourly Rate		\$264.49	\$102.39	\$103.05	\$174.47	\$187.30	\$117.20		
1. Project Startup									
1 Project Startup		2	1			1	4	\$749	
2 Develop Contact Databases		1	2				3	\$469	
3 Establish Advisory Committee		1	2				3	\$469	
4 Information Gathering & Assessment		1	2	6	2	2	14	\$1,928	
Coordination & Meetings							0	\$0	
Project Management & Administration		4					4	\$1,058	
Task 1 Sub-Total Hours		9	7	6	2	2	2	28	
Task 1 Sub-Total Fees		\$2,380	\$717	\$618	\$349	\$375	\$234	\$4,673	
2. Public Engagement									
1 Project Team Meetings		2	2	2		2	8	\$1,174	
2 Stakeholder Meeting (2.2/3.11)		10		10		10	30	\$4,847	
3 Community Survey			6	6		6	18	\$1,936	
4 (2) Community Workshop/Meetings (2.4 & 4.4)		24	40	40		40	144	\$19,254	
5 Communications & Social Media Plan		2	2			8	12	\$1,671	
Coordination & Meetings							0	\$0	
Project Management & Administration		4					4	\$1,058	
Task 2 Sub-Total Hours		42	50	58	0	0	66	216	
Task 2 Sub-Total Fees		\$11,109	\$5,120	\$5,977	\$0	\$0	\$7,735	\$29,940	
3. Baseline Analysis									
1 Land Use & Open Space		2		8		2	12	\$1,588	
2 Population, Household & Labor		2		10	2	4	18	\$2,377	
3 Employment & Economic Development		4		12	12	4	32	\$4,857	
4 Housing		2		6	4		12	\$1,845	
5 Transportation, Circulation & Infrastructure		4	8	12		6	42	\$5,644	
6 Public Services, Community Facilities		2	4	8	2	8	26	\$3,424	
7 Agriculture & Natural		4		12		14	30	\$3,935	
8 Hazard Mitigation		1		3		2	6	\$808	
9 Quality of Life		1		3		2	6	\$808	
10 Intergovernmental Cooperation							0	\$0	
Coordination & Meetings							0	\$0	
Project Management & Administration		4					4	\$1,058	
Task 3 Sub-Total Hours		26	12	74	20	8	48	188	
Task 3 Sub-Total Fees		\$6,877	\$1,229	\$7,626	\$3,489	\$1,498	\$5,626	\$26,345	
4. Comprehensive Plan Preparation									
1 Prepare Plan Elements		8	6	40	6	4	16	\$10,524	
2 Prepare Plan Implementation		8	5	8	6	2	8	\$5,811	
3 Prepare Draft Comprehensive Plan		8	8	32	6	4	8	\$8,966	
5 Prepare Final Draft Comprehensive Plan		4	4	12		4	24	\$3,173	
Coordination & Meetings							0	\$0	
Project Management & Administration		4					4	\$1,058	
Task 4 Sub-Total Hours		32	23	92	18	10	36	211	
Task 4 Sub-Total Fees		\$8,464	\$2,355	\$9,481	\$3,140	\$1,873	\$4,219	\$29,532	
Total Project Hours		109	92	230	40	20	152	643	
Fully Burdened Cost		\$28,829	\$9,420	\$23,702	\$6,979	\$3,746	\$17,814	\$90,491	
PB Direct Labor Budget		\$10,088	\$3,296	\$8,294	\$2,442	\$1,311	\$6,234	\$31,664	
PB Overhead		\$16,121	\$5,268	\$13,253	\$3,902	\$2,095	\$9,961	\$50,600	
PB Fee from Labor		\$2,621	\$856	\$2,155	\$634	\$341	\$1,619	\$8,226	
Direct Costs									
Item								Costs	
Copy, FedEx, Reproduction, Display Material, etc.								\$1,400	
Travel Expenses								\$8,080	
Total Fee Per Service								\$99,971	

Exhibit C

Schedule

Finney County Comprehensive Plan

Bi-Weekly Project Schedule

Week Number		6-Mar	20-Mar	3-Apr	17-Apr	1-May	8-May	15-May	29-May	12-Jun	26-Jun	10-Jul	24-Jul	7-Aug	21-Aug	4-Sep	18-Sep	2-Oct	16-Oct	30-Oct	13-Nov	27-Nov	11-Dec	25-Dec	8-Jan	22-Jan	5-Feb	19-Feb	5-Mar
1. Project Initiation & Goals																													
1.10 Project Start-up																													
1.20 Establish Public Involvement Plan																													
1.30 Develop Achievable Goals																													
2. Citywide Analysis & Visioning																													
2.11 Study Existing Area Conditions																													
2.12 Market & Economic Analysis																													
2.13 Land Use & Open Space Analysis																													
2.14 Zoning Ordinance Analysis																													
2.15 Transportation, Circulation and Infrastructure																													
2.16 Urban Design Analysis																													
2.17 Opportunities & Constraints																													
2.20 Planning Charter & Redevelopment Vision																													
3. Focus Area Strategies																													
3.10 Preliminary Barriers Assessments																													
3.20 Mitigation Strategies																													
3.30 Framework Plans																													
4. Implementation																													
4.10 Zoning Framework																													
4.20 Financing Strategies																													
4.30 Draft Master Plan																													
4.40 Public Meeting																													
4.50 Final Draft Master Plan																													
5. Approval & Adoption																													
5.10 Public Approval Process																													
5.20 Public Open House																													
Summary of Meetings																													
Advisory Committee Meetings/Conference calls																													
City Staff Meetings/Conference calls																													
Developer Interviews																													
Public Open House/Meetings																													
Board and P&Z Meetings																													

Work effort

Meeting

Review period

Deliverable



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM: Robert Boyd, Noxious Weed Director
DATE: February 6, 2017
RE: 2016 NW Annual Eradication Progress Report

DISCUSSION:

Each year the County Noxious Weed Department within Kansas are required to submit an Annual Noxious Weed Eradication Progress Report to the Kansas Department of Agriculture.

RECOMMENDATION:

To sign report as submitted by Director.

ATTACHMENTS:

Description

2016 NW Annual Eradication Progress Report

**ANNUAL NOXIOUS WEED ERADICATION PROGRESS REPORT 2016;
as required by KSA 2-1316.**

County: Finney
Noxious Weed Supervisor's Name: Robert Boyd

Instructions: Complete and sign form. Submit a copy to Kansas Department of Agriculture by February 15, 2017

NOXIOUS WEED DEPARTMENT PERSONNEL

Name	Job Title	Years of Service	% Time Spent on Noxious Weeds
Robert Boyd	Director	21	75 %
Kevin Thomas	Applicator	28	75 %
Calvin Evans	Applicator	8 months	75 %

Monthly salary of the Noxious Weed Director beginning January 1, 2016

\$ 4400.00

FINANCIAL SUMMARY

BUDGET

Budget for 2016.....	\$ 515,894.00
Mil levy for 2016.....	0 .472
County valuation for 2016	\$ 455,924,303.00

EXPENDITURES

Personnel services.....	\$153,394.00
Contractual services.....	\$ 12,850.00
Commodities	
Chemical purchases.....	\$ 121,258.00
Other commodities	\$ 8572.00
Total Commodities	\$ 129,830.00
Capital outlay	\$.00
TOTAL EXPENDITURES	\$ 294,021.00

REVENUE

Budgeted carryover (2015 to 2016).....	\$ 11,696.00
County appropriation (Tax funds & others).....	\$ 396,813.00
Current reimbursements	
Chemical	\$ 85,960.00
Equipment & Labor.....	\$ 19043.00
Other00
Total reimbursements.....	\$ 105,003.00
Old accounts collected00
TOTAL REVENUE	\$ 501,816.00

Carryover to next year's budget (2016 to 2017).....	\$ 212,300.00
---	---------------

CAPITAL OUTLAY FUND

Beginning Balance..... \$ 69,922.00

Receipts..... \$.00

Expenditures Identify Purchases
\$.00

Ending Balance..... \$ 69,922.00

ESTIMATED ACREAGE OF NOXIOUS WEEDS

	Private Lands	County Lands	Township Lands	State Lands	Federal Lands	City Gov. Lands	Total
Field Bindweed (FB)	38,800	2000		960		140	41,900
Musk Thistle (MT)	200						200
Johnsongrass (JG)	12,000	1000		160		80	13,240
Bur Ragweed (BR)	3350	200		60			3,610
Canada Thistle (CT)	15			20			35
Leafy Spurge (LS)							0
Hoary Cress (HC)							0
Sericea Lespedeza (SL)							0
Russian Knapweed (RK)							0
							0
TOTAL	54,365	3200		1200		220.2	58,985

Estimated acreage of noxious weeds on private lands sub-section

	Wheat	Corn	Soybeans	Grain Sorghum	CRP	Range Pasture	Other Crops	Fallow	Non- Ag	Total
FB	8,500	2500	500	3000	4000	3000	1800	12,500	3000	38,800
MT					10	180				200
JG	1500	2000	700	1000	1000	1000	1200	2000	1600	12,000
BR	850	250	50	150	300	800	50	850	50	3350
CT		5			5				5	15
LS										
HC										
SL										
RK										
TOTAL	10,850	4,755	1250	4150	5315	4980	3050	15,350	4655	54,365

Please check the county option weeds declared noxious in your county

Multiflora Rose

Bull thistle

☐
☐

(Note; Estimated Acres are "infested acres" with growing weeds, which differs from acres needing treatment.
Example- 100,000 acres or more may need sprayed to control 25,000 acres of surveyed bindweed.)

HERBICIDE DISBURSEMENT SUMMARY

Chemical	Purchase Price	Cost Share Price	Total Disbursed in gal., #, oz., etc.
2,4-D Amine 4# / Gal	\$9.83 / gal	\$ 8.40 / gal	4560 gal
Picloram / Gal	\$45.94 / gal	\$ 39.00 / gal	496 gal
Glyphosate / Gal	\$ 9.19 / gal	\$ 7.81 / gal	765 gal
Quinclorac 4L Liquid/ Gal	\$169.26 / gal	na	5 gal
Hi-Dep 4# 2,4-D / Gal	\$22.09 / gal	\$ 18.80 / gal	305 gal
Imazapyr (Roadsides)	\$ 48.97 / gal	na	182.5 gal
Quindorac 75 DF / pound	\$ 29.39 / pound	\$ 25.00 / lb	10 lb
Escort / oz	\$ 3.69 / oz	na	1.75 / oz

ENFORCEMENT SUMMARY

Warning Notices	0	Enforcement Comments: Prefer to avoid notices by providing information on economics of noxious weed control to landowners.
Legal Notices	0	
Court Cases	0	
Diversion Agreements	0	
Accounts to Tax Roll	0	
Meetings Sponsored	3	
Demonstration Plots	0	
Publish General Notice	0	

SIGNATURES

We certify this is a correct copy of the Finney County Noxious Weed Program for 2016.

We certify that Robert Boyd is employed as Finney County Noxious Weed Director for 2016.

Chairman, Board of County Commissioners

Date

County Commissioner

Date

County Commissioner

Date

County Commissioner

Date

County Commissioner

Date

Annual Noxious Weed Eradication Progress Report

Treatment Summary

County: **Finney**

Year: **2016**

Acres Treated							
Noxious Weed	Private	County	Township	State	Federal	City	Total
Field Bindweed	22930	3500		2460			28890
Johnsongrass	2250	590		190			3030
Musk Thistle	29.5						29.5
Canada Thistle	1.2						1.2
Totals	25210.7	4090	0	2650	0	0	31950.7

Acres Treated on Private Land sub-section									
Noxious Weed	Wheat	Corn	Soybean	Grain	CRP	Pasture	Other	Fallow	Non-Ag
Field Bindweed	See fallow					2000	13	18810	867.2
Johnsongrass	120	240					10	1330	550
Musk Thistle						29.5			
Canada Thistle						1.2			
Totals	120	240				2030.7	23	20140	1417.2
									23970.9

ANNUAL NOXIOUS WEED ERADICATION PROGRESS REPORT - - Treatment Summary for One Weed

County FINNEY Year 2016 Weed Treated JOHNSONGRASS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Enforcement													
Warning Notices													
Legal Notices													
Court Cases													
Diversion Agreements													
Acreege Treated by Land Category													
Private Lands													
Wheat						60	60						120
Corn					60	180							240
Soybeans													0
Grain Sorghum													0
CRP													0
Range/Pasture													0
Other Crops						10							10
Fallow					250	460	150	190	280				1330
Non-Ag Private					30	290	80	90	40	20			550
County Lands					10	150	80	140		210			590
Township Lands													0
State Lands							75	115					190
Federal Lands													0
City Gov. Lands													0
Total Acreege Treated					350	1150	445	535	320	230			3030
Treatments with Approved Herbicides & Methods													
Glyphosate					350	1150	445	535	320	230			3030
Total Acreege Treated					350	1150	445	535	320	230			3030

ANNUAL NOXIOUS WEED ERADICATION PROGRESS REPORT - - Treatment Summary for One Weed

County FINNEY Year 2016 Weed Treated FIELD BINDWEED

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Enforcement													
Warning Notices													
Legal Notices													
Court Cases													
Diversion Agreements													
Acreege Treated by Land Category													
Private Lands													
Wheat						520	560	160					1240
Corn													0
Soybeans													0
Grain Sorghum													0
CRP													0
Range/Pasture						160	1040	800					2000
Other Crops					10	3							13
Fallow					4100	4800	4240	4730	940				18810
Non-Ag Private					332.1	256	89.1	170	20				867.2
County Lands					500	1130	80	570		1200			3500
Township Lands													0
State Lands							960	1500					2460
Federal Lands													0
City Gov. Lands													0
Total Acreege Treated				20	4942.1	6869	6969.1	7930	960	1200			28890.2
Treatments with Approved Herbicides & Methods													
2,4-D Amine				20	3110	3110	5120	5680	920	260			18220
Picloram					1320	2720	1600	1720		520			7880
Hi-Dep 2,4-D						680	180	320	40				1220
Quinstar 4L						30		10					40
Quinclorac 75 + Mso					12.1	9	9.1						30.2
Imazapyr (roadside)					500	320	60	200		420			1500
Total Acreege Treated				20	4942.1	6869	6969.1	7930	960	1200			28890.2

ANNUAL NOXIOUS WEED ERADICATION PROGRESS REPORT - - Treatment Summary for One Weed

County FINNEY Year 2016 Weed Treated MUSK THISTLE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Enforcement													
Warning Notices													
Legal Notices													
Court Cases													
Diversion Agreements													
Acreege Treated by Land Category													
Private Lands													
Wheat													0
Corn													0
Soybeans													0
Grain Sorghum													0
CRP													0
Range/Pasture					25.5	2				2			29.5
Other Crops													0
Fallow													0
Non-Ag Private													0
County Lands													0
Township Lands													0
State Lands													0
Federal Lands													0
City Gov. Lands													0
Total Acreege Treated					25.5	2				2			29.5
Treatments with Approved Herbicides & Methods													
Escort					2.5	1				1			4.5
Tordon 22K + Amine 2,4-D					23	1				1			25
Total Acreege Treated					25.5	2				2			29.5

ANNUAL NOXIOUS WEED ERADICATION PROGRESS REPORT - - Treatment Summary for One Weed

County FINNEY Year 2016 Weed Treated CANADA THISTLE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Enforcement													
Warning Notices													
Legal Notices													
Court Cases													
Diversion Agreements													
Acreeage Treated by Land Category													
Private Lands													
Wheat													0
Corn													0
Soybeans													0
Grain Sorghum													0
CRP													0
Range/Pasture						.6				.6			1.2
Other Crops													0
Fallow													0
Non-Agricultural													0
County Lands													0
Township Lands													0
State Lands													0
Federal Lands													0
City Gov. Lands													0
Total Acreeage Treated	0	0	0	0	0	.6	0	0	0	.6	0	0	1.2
Treatments with Approved Herbicides & Methods													
Milestone						.6				.6			1.2
													0
													0
													0
													0
													0
Total Acreeage Treated	0	0	0	0	0	.6	0	0	0	.6	0	0	1.2

NOXIOUS WEED SURVEY WORKSHEET -- Survey for One Weed

County FINNEY

Year 2016

Weed Surveyed JOHNSONGRASS.

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Acreage Infested by Land Category													
Private Lands									See				
Wheat									Fallow				
Corn									35				
Soybeans									0				
Grain Sorghum									25				
CRP									0				
Range/Pasture									5				
Other Crops									5				
Fallow									75				
Non-Ag Private									30				
County Lands									5				
Township Lands									0				
State Lands									0				
Federal Lands									0				
City Gov. Lands									0				
Total Acreage Infested									180				180

Worksheet to Calculate Estimated Acreage of a Noxious Weed In a County:

	Total Acreage Found Infested	÷	Total Acreage Surveyed	×	Total Acreage of County	=	Estimated Acreage Infested	Nox. Weed Director's Adjustment of Ext. Ac.
Private Lands	See		6400		829,440			
Wheat	Fallow							1500
Corn	35						4536	2000
Soybeans	0						0	700
Grain Sorghum	25						3240	1000
CRP	0						0	1000
Range/Pasture	5						648	1000
Other Crops	5						648	1200
Fallow	75						9720	2000
Non-Ag Private	30						3888	1600
Sub-Total of Private Lands	175						22680	12000
County Lands	5						648	1000
Township Lands	0						0	----
State Lands	0						0	160
Federal Lands	0						0	----
City Gov. Lands	0						0	80
Total Estimated Acreage							23328	13240

NOXIOUS WEED SURVEY WORKSHEET -- Survey for One Weed

County FINNEY Year 2016 Weed Surveyed_FIELD BINDWEED

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Acreage Infested by Land Category													
Private Lands									See				
Wheat									Fallow				
Corn									35				
Soybeans									0				
Grain Sorghum									20				
CRP									20				
Range/Pasture									20				
Other Crops									10				
Fallow									110				
Non-Agricultural									5				
County Lands									.5				
Township Lands									0				
State Lands									0				
Federal Lands									0				
City Gov. Lands									0				
Total Acreage Infested									220.5				220.5

Worksheet to Calculate Estimated Acreage of a Noxious Weed In a County:

	Total Acreage Found Infested	÷	Total Acreage Surveyed	×	Total Acreage of County	=	Estimated Acreage Infested	Nox. Weed Director's Adjustment of Ext. Ac.
Private Lands	See		6400		829,440			
Wheat	Fallow							8500
Corn	35						4536	2500
Soybeans	0						0	500
Grain Sorghum	20						2592	3000
CRP	20						2592	4000
Range/Pasture	20						2592	3000
Other Crops	10						1296	1800
Fallow	110						14256	12500
Non-Ag Private	5						648	3000
Sub-Total of Private Lands	220						28512	38800
County Lands	.5						65	2000
Township Lands	0							
State Lands	0							960
Federal Lands	0							
City Gov. Lands	0							140
Total Estimated Acreage							28577	41900



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM: Robert Boyd, Noxious Weed Director
DATE: February 6, 2017
RE: 2017 NW Annual Management Plan

DISCUSSION:

The 2017 NW Annual Management Plan has been completed for the Kansas Department of Agriculture. This plan does not represent actual budget, but is simply a plan of action to be taken.

RECOMMENDATION:

To sign plan as submitted by Director.

ATTACHMENTS:

Description

2017 NW Annual Management Plan

**ANNUAL NOXIOUS WEED
MANAGEMENT PLAN**

**FINNEY COUNTY
2017**

**Prepared by
Robert Boyd
Director**

2017 ANNUAL NOXIOUS WEED MANAGEMENT PLAN FINNEY COUNTY

CONTENTS

Personnel, Equipment and Facilities	1
Infestation Estimates	2
Herbicide Use Estimates	2
Time Use Percentage Graph/Application Timeline	3
General Information 2017	4
Signature Page	5

PERSONNEL

Director-Full Time

Robert Boyd

Commercial Applicator Certification Categories (9A Noxious Weed, 1C Wildlife Damage Control)

Applicator-Full Time

Kevin Thomas

Commercial Applicator Certification (9A Noxious Weed, 1C WDC)

Applicator-Full Time

Calvin Evans

APPLICATION EQUIPMENT

1-2015 1 Ton Ford F350 with 325 gallon sprayer

1-2011 1 Ton Ford F350 with 325 gallon sprayer

1-2008 1 Ton Ford F350 with 325 gallon sprayer

1-2006 1 Ton Ford F350 (open bed)

3-2007 Polaris 450 4WD ATVs with 14 gallon sprayers

1987 Trailer for ATV

1996 3000# Yale Forklift

FACILITIES

Noxious Weed Facility

3180 West Maple, Garden City, KS

3750 sq.ft. Facility with

1250 sq.ft. of Herbicide Storage

375 sq.ft. of Office/Bathroom Area

2125 sq.ft. of Shop and Drive through Loading Area

NOXIOUS WEED INFESTATION ACREAGE ESTIMATE BY LAND OWNERSHIP

WEED	PRIVATE	COUNTY	STATE	CITIES	TOTAL
Bindweed	38,800	2,000	960	140	41,900
Johnsongrass	12,000	1000	160	80	13,240
Bur-Ragweed	3350	200	60	0	3,610
Musk Thistle	200	0	0	0	200
Canada Thistle	15		20		35
Hoary Cress	1				1
Totals	54,366	3,200	1200	220	58,986

2017 HERBICIDE USE ESTIMATES

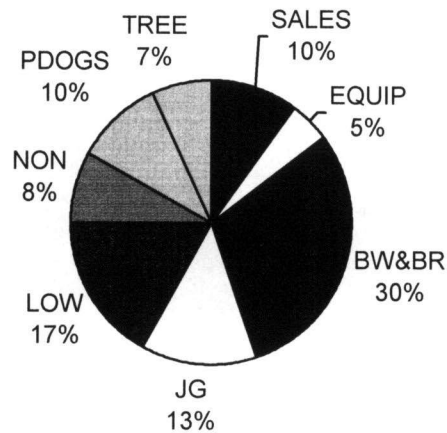
Weeds Targeted	Herbicides/Rates per Acre	Acres	Cost
Bindweed/Bur-ragweed	24D Amine 1#	20,000	\$60,000.00
Bindweed/Bur-ragweed	24D 1# + Picloram .125#	20,000	\$120,000.00
Bindweed	Dicamba/.0625-.125	10,000	\$70,000.00
Bindweed	Quinclorac /5.3oz	4,000	\$40,000.00
Johnsongrass(Right of Way)	Glyphosate 1#	1,000	\$2,500.00
Musk Thistle	24D 1# + Picloram .25#	200	\$2,500.00
Musk Thistle	Escort 1/2 oz	100	\$1,000.00
Canada Thistle	Picloram 1#	15	\$600.00
Hoary Cress	Escort 1oz	1	\$20.00
TOTAL	TOTAL	TOTAL	\$296,620.00

Use Estimates take into account that as much as 2+ acres are treated for every acre of actual infestation due to spraying techniques and some acres that will be treated twice in the same year.

All acreage of Musk Thistle infestation is treated twice per year with different herbicides to prevent seed production. Two treatments of the same 200 infested acres is provided in the estimate.

All low acreage noxious weeds such as CanadaThistle and Hoary Cress are checked often and treated at high rates or repeatedly until root systems are gone

2017 TIME USE PERCENTAGE GRAPH



SALES= Herbicide sales to landowners
 EQUIP= Equipment Maintenance
 BW&BR= Treatment/Enforcement on Bindweed and Bur-ragweed
 JG= Treatment/Enforcement on Johnsongrass
 LOW= Treatment of Low Acreage Noxious Weeds (Thistles, Hoary Cress)
 NON= Treatment of non-noxious weeds on County property
 PDOGS= Time spent on Prairie Dog management
 TREE= Time spent trimming/cutting ROW trees and brush

APPLICATION TIMELINE

APPLICATION	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC
BW-CO-ROW					*****	*****	*****		*****	*****	*	
BW-ST-ROW					*****	*****	***			*****	*	
JG-CO-ROW			*****			*****	*****	*****	*****			
JG-ST-ROW							*****	*****	*****			
BR-CO-ROW					*****	*****	*****		*****	*****	*	
BR-ST-ROW					*****	*****	***			*****	*	
MT		*****	*****	*****	*****	****	**	**	**	*****	*****	
CT WHEAT					****	*****						
CT CORN					****	***						
HOARY CRESS				**	****							
INTERSECTION				*****	***		*****	*****				
CULVERTS				*****	***		*****	*****				
BAREGROUND			*****	**								
PRAIRIE DOG	*****	***									*****	*****
TREE		*****	*****									

BW=Bindweed JG=Johnsongrass BR=Bur Ragweed MT=Musk Thistle CT=Canada Thistle

Johnsongrass Reduction

"Roundup Ready" crops grown in our formerly highly infested johnsongrass areas has greatly reduced the number of johnsongrass infested acres in Finney County over the last 15 years.

Bindweed Acreage Reduction and Quinclorac Availability

Increasing use of minimum tillage or no-till farming in Finney County is slowly reducing the number of acres infested with field bindweed because the regularly repeated herbicide applications kill new seedling bindweed and damage the old established bindweed to prevent spread better than historic standard tillage practices. Older established bindweed plants still need application additions of more effective bindweed herbicides such as picloram, dicamba and quinclorac on a persistent basis over a period of consecutive years to destroy the old root systems. Finney County consists of approximately 1296 square miles (830,000 acres) of which about 5% of the total acreage has actively growing bindweed (40,000 acres). Large areas of sandhill pasture and farmland in southern Finney County has no bindweed at all, with other areas more than 20% infested with growing active bindweed. Some properties, particularly in the northeast portion of Finney County are nearly 100% infested with bindweed.

Quinclorac, sold with the BASF brand name of "Paramount" is now available at a generic reduced cost with the brand name "Quinstar GT", with labels allowing use in production of wheat, grain sorghum, and on non-cropland. Quinclorac is a very effective herbicide on field bindweed. Generic quinclorac has also now driven the price of BASF's Paramount down

2017 ANNUAL NOXIOUS WEED MANAGEMENT PLAN

We certify that this is a correct copy of the 2017 Finney County Annual Noxious Weed Management Plan as required by K.S.A. 2-1317. Treatment acreage plans and financial plans herein do not represent actual budget. We do certify that we will treat all known low acreage noxious weeds within Finney County in 2017.

_____ Chairman, Board of County Commissioners	_____ Date
--	---------------

_____ County Commissioner	_____ Date
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_____ County Commissioner	_____ Date
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_____ County Commissioner	_____ Date
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_____ County Commissioner	_____ Date
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_____ Noxious Weed Director	_____ Date
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MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM: Robert Boyd, Noxious Weed Director
DATE: February 6, 2017
RE: 2017 NW KDOT Contract

DISCUSSION:

The Kansas Department of Transportation has requested that Finney County Noxious Weed include state highway right-of-way again this in our noxious weed eradication program.

Last year we spent approximately 235 hours on both labor and equipment for treatment of KDOT right-of-way. The rates for 2017 will be the same as 2016. Labor rates of \$41/hour and equipment rates of \$42/hour.

RECOMMENDATION:

It is requested that the Board execute the Agreement with KDOT.

ATTACHMENTS:

Description

2017 NW KDOT Contract

**KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF MAINTENANCE**

COUNTY AGREEMENT TO TREAT NOXIOUS WEEDS

This agreement made and entered into this 6 day of February, 20 17, by and between the

Board of County Commissioners of Finney County, hereinafter referred to as County, and the Kansas Secretary of Transportation, hereinafter referred to as Secretary. The Kansas Department of Transportation hereinafter is referred to as KDOT.

WHEREAS, The Kansas Legislature has declared certain weeds to be Noxious Weeds (see Kansas Noxious Weed Law), and

WHEREAS, The County desires to treat noxious weed infested areas on State Highway Rights-of-Way within said County and the KDOT desires to retain the County to spray and treat such areas, and

WHEREAS, The Secretary and County agree to enter into a performance agreement, where in the County shall treat all noxious weeds on State Highway rights-of-way in the County. A condition of the fulfillment of the agreement requires that treatment by the County will provide a satisfactory control of the noxious weeds. Satisfactory performance is defined as preventing the production of viable seed and/or destroying the plant's ability to reproduce by vegetative means.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The county will notify the KDOT District Engineer or the authorized representative, prior to each treatment on highway right-of-way, of the scheduled time and location of such treatment.
2. The County spraying operation may include a dye in the chemical mixture to allow easy identification of areas treated.
3. A representative of the KDOT shall make periodic field inspections to check treated areas. A field log and record will be maintained by the KDOT indicating dates treated and inspected, location and size of areas, type of noxious weeds, apparent affect of treatment and other pertinent comments. Approval by the KDOT representative shall be required before the County will be paid for treatment.
4. Schedule of Cost: The County shall provide all chemicals (includes herbicides, surfactants and drift control materials as required), dye, labor and equipment to treat noxious weeds. Chemicals and dye are to be provided at the County's cost. Labor and equipment costs are as follows:

LABOR COST	Equipment COST	*EQUIPMENT RENTAL TYPE AND SIZE
<u>\$ 41.00</u> /hr. operator	<u>\$ 42.00</u> /hr.	<u>1 Ton Pick-up Truck</u>
_____ /hr. operator	_____ /hr.	<u>F350 Ford</u>
_____	_____	_____

*Spraying equipment will have cab mounted flashing (or rotating) safety lights

5. Billing and Payment: The County shall submit to the KDOT District Engineer an itemized bill for wholesale cost of chemicals and dye furnished, plus actual cost of treating noxious weeds based on equipment rental and labor costs for areas of satisfactory performance. Upon receipt of proper billing and final approval, payment for treating noxious weeds will be made to the County by the KDOT.
6. Record of Work: The County representative doing the work shall:
 - Record size, location and type of noxious weed areas treated.
 - Record amount and kind of chemicals applied on each area.
 - Record dates chemicals were applied.
 - Maintain Report of Noxious Weed Treatment DOT FORM NO. 322-A, which shall be submitted to the KDOT within 1 to 2 weeks after treatment.
 - Maintain records until all claims are paid, but in no case less than the three year statutory time.
 - Make all records available for KDOT audit, when so requested by KDOT.

7. Chemicals, approved for use on highway right-of-way are listed below.

<u>CHEMICAL</u>	<u>TRADE NAME</u>	<u>RATE OF APPLICATION (metric)</u>
2, 4-D (amine or ester) (a)	numerous	1 to 2 lb. Equiv./acre (1.1 to 2.2 kg/ha)
Glyphosate (b)	numerous	1 1/2 lb. Equiv./acre (1.7 kg/ha)
MSMA	numerous	3 to 5 lb. Equiv./acre (3.8 to 5.6 kg/ha)
Sulfometuron (c)	Oust	3 to 6 ounces/acre (.21 to .42 kg/ha)
Picloram	Tordon	rate depends upon weed species
Chlorsulfuron	Telar	1/2 to 1 oz./acre (0.035 to 0.070 kg/ha)
Imazapyr	Arsenal/Habitat	1/4 lb. Active/acre (0.28 kg/ha)
Metsulfuron Methyl	Escort	rate depends upon weed species
Triclopyr (d)	Garlon	1/4 to 1/2 lb./acre (0.28 to 0.56 kg/ha)
Fluizafop P butyl + Fenoxiprop	Fusion	7 to 9 fl. oz. per acre (83.8 to 107.75 ml/ha)
Imazapic (e)	Plateau	rate depends upon weed species
Quinclorac (f)	Paramount/Drive	rate depends upon weed species and desirable grass species
Sulfosulfuron (g)	Outrider	rate depends upon desirable grass species
Aminopyralid (h)	Milestone	rate depends upon weed species

- (a) May be used alone or in combination with other herbicides
(b) (Round-up)
(c) Spot treatment only
(d) Sericea lespedeza
(e) Do not use where cool season grasses are the desired species
(f) Fall bindweed control
(g) Do not use for more than 3 consecutive seasons
(h) Musk, bull and Canada thistle

There may be other trade names for the herbicides listed.

8. Chemicals shall be mixed and applied as recommended by the manufacturer and in accordance with approved methods contained in the "Official Regulations" issued by the Kansas Department of Agriculture.
9. The County agrees to provide this service in a workmanlike manner, to be in strict conformance with the instructions for handling and applying noxious weed chemicals and to be responsible for any negligent acts or omissions that may occur in the performance thereof.
10. The County's spraying equipment shall be equipped with cab mounted amber high-intensity rotating, flashing, oscillating, or strobe light. Safety lights shall be visible from all directions and not obstructed from view by tanks and equipment mounted to or towed behind the spraying equipment. If a safety concern has been raised, and at the direction of KDOT personnel, the County will be responsible for supplying and placing of traffic control signs for a mobile operation per Chapter I of the KDOT Highway Sign Manual. All workers shall wear approved safety vests according to 23 CFR 634, "Worker Visibility".
11. This agreement shall terminate December 31st of this year, except records shall be maintained in accordance with Section Six above. Termination may be sooner by a ten day written notice from either party to the other. It is agreed further that this contract can be renewed for three consecutive years at the option of the Secretary upon a 30-day written notice to the contractor prior to December 31st of the current year. The contractor and the Secretary agree that all terms of the renewal will remain the same unless either party determines that the price of the chemicals should be re-negotiated.

This agreement is officially adopted by the Board of County Commissioners and recorded in the official records of the proceedings of said Board.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized officers or representatives.

SECRETARY OF TRANSPORTATION

THE BOARD OF COUNTY COMMISSIONERS

BY

District Engineer

BY

Title:

MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM: Randy
DATE: February 6, 2017
RE: County Administrator Report

DISCUSSION:

Miscellaneous Activities

Use of Community Services Sales Tax Fund to finish technology needs at the new building, which were cut to keep costs down until the construction was finished. The unused portion of the bond is \$133,327.

Request from Hutton Construction for Finney County to allocate an energy efficient tax deduction (EPA 179D) for the new community services center.

Upcoming meetings list.

BACKGROUND:

Background on the EPA 179D and Hutton's request is attached.

ALTERNATIVES:

Alternatives for the energy efficient tax deduction are the following:

- Approve Hutton's request and allow them to pay for the study and reap all the benefits;
- Discuss the deduction with the architects of the building and allocate the tax deduction to both the architect (Gibson, Mancini, Carmichael & Nelson) and the contractor (Hutton Construction);
- Deny the request.

RECOMMENDATION:

Discussion of meetings and miscellaneous activities

FISCAL And/Or POLICY IMPACT:

No fiscal impact to Finney County.

ATTACHMENTS:

Description

EPA 179D

Meeting List

**Hutton Construction Corporation
Finney County Community Services**

Section 179D
Energy-Efficient Commercial Buildings Deduction
Government-Owned Buildings Allocation of Deduction to Design Firm

Pursuant to Section 179D(d)(4) and Notice 2008-40 Section 3, in the case of energy-efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under §179D) that is installed on or in property owned by a federal, state or local government or a political subdivision thereof, the owner of the property may allocate the §179D deduction to the person primarily responsible for designing the property (the designer). The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service.

A designer is a person who creates the technical specifications for installation of energy-efficient commercial building property. A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy-efficient commercial building property. A person who merely installs, repairs or maintains the property is not a designer.

If more than one designer is responsible for creating the technical specifications for installation of energy-efficient commercial building property on or in a government-owned building, the owner of the building shall: 1) determine which designer is primarily responsible and allocate the full deduction to that designer or 2) at the owner's discretion, allocate the deduction among several designers.

The allocation of the §179D deduction to the designer of a government-owned building must be in writing. The following statement is compliant with Notice 2008-40 Section 3.04.

1. Name, address and telephone number of authorized representative of the owner of the government-owned building:

Randy Partington
311 North Ninth Street
Garden City, KS 67846
(620) 272-3542

2. Name, address and telephone number of authorized representative of the designer receiving the allocation of the §179D deduction:

Hutton Construction Corporation
Attn: Peggy West
Wichita, KS 67213
316-942-8855

3. Name and address of subject government-owned building on or in which the property is installed:

Finney County Community Services
607 West Santa Fe St.
Garden City, KS 67846

4. Cost of the qualifying or partially qualifying energy-efficient commercial building property installed:

The cost of the qualifying or partially qualifying energy-efficient commercial building property installed is \$6,189,801.61

5. Date the property is placed in service:

The energy-efficient commercial building property was placed in service on June 20, 2016.

6. The amount of the §179D deduction allocated to the designer:

The amount of the §179D deduction allocated to Hutton Construction Corporation is 100% of the total §179D deduction available

7. Signatures of the authorized representatives of both the owner of the government-owned building and the designer or designer's authorized representative:

Randy Partington
Authorized Signature

Hutton Construction Corporation
Authorized Signature

Printed Name

Printed Name

Date

Date

8. A declaration, applicable to the allocation and any accompanying documents, signed by the authorized representative of the owner of the government-owned building, in the following form:

“Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.”

Randy Partington
Authorized Signature

Printed Name

Date

EPAcT 179D Summary

EPAcT 179D is a federal tax deduction. It was introduced through the Energy Policy Act of 2005 to incentivize the design and construction of energy efficient commercial buildings. Details of the federal tax deduction are outlined in section 179D of the Federal Tax Code.

What building types fall into the scope of EPAcT 179D?

EPAcT 179D applies to existing and newly constructed commercial buildings that contain enclosed spaces that are at least minimally conditioned. Although parking garages are often un-conditioned, they do fall within the scope of EPAcT 179D. Other specific building types that fall within the scope of EPAcT 179D include, but are not limited to: offices, retail stores, hospitals, schools, convention centers, and multifamily residential buildings and dormitories greater than four stories.

What type of energy efficiency projects fall into the scope of EPAcT 179D?

EPAcT 179D projects apply to projects that involve lighting, HVAC, and or envelope improvements that demonstrate improved building performance against a nationally recognized commercial building energy standard known as ASHRAE 90.1-2001. Improvements can be part of a retrofit project or part of a new construction project.

How are projects qualified and what is the value of the deduction?

HVAC, lighting, envelope, and whole building energy efficiency projects are qualified using IRS approved energy modeling methods and approved software programs. To qualify a project, building energy models for the improved building are compared against a baseline building defined by ASHRAE 90.1-2001. If the improved building can demonstrate thresholds of performance better than the baseline building, a project qualifies. The value of the deduction for qualifying projects are \$0.60 per square foot for lighting, \$0.60 per square foot for HVAC, and \$0.60 per square foot for envelope improvements. Some projects may incorporate one category (i.e. lighting only) or two categories (i.e. lighting and HVAC). Other projects may take a whole building approach incorporating all categories to earn a full \$1.80 per square foot. In some cases, single category improvements can improve building performance so significantly against the baseline building that the full deduction can be claimed (\$1.80 per square foot).

When must a project be completed to take advantage of EPAcT 179D?

Improvements made to privately and government owned buildings between 2006 and 2014 are eligible to claim the EPAcT 179D deductions.

How do government-owned buildings fit in?

Governmental entities do not pay taxes and cannot claim the EPAcT 179D deduction. However, architects, engineers, contractors, and other professionals responsible for the design and construction of energy efficient projects in government-owned buildings can claim the EPAcT 179D deduction. In these cases the owner of the property may "allocate" the 179D deduction to the person primarily responsible for designing the property. A designer may include an architect, engineer, contractor, environmental consultant, or energy service provider who creates technical specifications for a new building or an improvement to an existing building.

How does a governmental entity pass the deduction to the designer/contractor?

The deduction is passed to the designer/contractor using the allocation letter form attached. An authorized representative of the governmental entity familiar with the project must sign the form. The form includes pertinent project information such as address of the building, the cost of the property, the date the project was placed into service, and a declaration from both the building owner and designer/contractor that the information provided is true and accurate.

EPAAct 179D Summary

What is the current status of the EPAAct 179D deduction? I thought it expired in 2013.

The EPAAct 179D did expire in 2013. However, EPAAct 179D, along with other important tax incentives, were extended retroactively on December 19, 2014 as part of the Tax Increase Prevention Act of 2014 (H.R. 5771 of the 113th Congress). Based on the most recent extension, projects placed into service in 2014 are now eligible for the EPAAct 179D deduction.

Where I can I learn more?

Below we have provided a summary of tax law and IRS 179D publication.

1. Title 26 USCS §179D: Original Tax Law

2. 2006-26 IRB; Notice 2006-52: First set of administrative and procedural guidance on 179D. Provides overall background and definitions, methods of computation, list of approved software, certification requirements, and interim lighting rule.

3. 2008-14 IRB; Notice 2008-40: Primarily included the allowance of Government Property Allocation to Designers/Contractors, expands on the specific technologies the DOE must approve (including renewable energy), adjustments to the partially qualifying percentages (making it easier for envelope to qualify), also extends 179D to the end of 2008.

4. 2011-04 IRB; Rev. Proc. 2011-14: Primarily allows for the use of Form 3115, Change of Accounting Method, to take previous year 179D Deductions without having to amend prior year tax returns. For both private and public sector property

5. 2012-17 IRB; Notice 2012-26: Primarily adjusts the partially qualifying percentages (making easier for HVAC to qualify)

6. 2012-41 IRB; Rev. Proc. 2012-39: Primarily clarifies that Primary Designers/Contractors taking the 179D deduction for Government Owned Property may not use Form 3115, Change of Accounting Method.

7. Public Law 110-343; Emergency Economic Stabilization Act of 2008: Extends 179D to the end of 2013.

8. Memorandum; AM2010-007: Primarily addresses the application of the 179D deduction to flow through entities.

9. Public Law H.R. 5771: Tax Increase Prevention Act of 2014: Extends the application of 179D to the end of 2014.

IMPORTANT MEETINGS/EVENTS

February

County Commission Meeting	Monday, January 6th at 8:30 AM	County Admin.
Building Bridges III www.finneycountyworkforceconnection.net	Thursday, February 9th from 6 – 8 PM	GCHS-Commons Area
President's Day Holiday - County offices closed	Monday, February 20th	
County Commission Meeting	Tuesday, February 21st at 8:30 AM	County Admin.
Aging Board Meeting	Tuesday, February 21st at 9:00 AM	Senior Center
FCEDC Meeting	Wednesday, February 22nd at 7:30 AM	City Admin.
Finney County CVB	Wednesday, February 22nd at 2:30 PM	Best Western Plus

Upcoming Meetings in Future Months

Legislative Coffee	Saturday, February 25th at 10:00 AM	St. Catherine's
Chamber Annual Banquet	Thursday, March 9th	Horace Good Middle School
Legislative Coffee	Saturday, March 18th at 10:00 AM	St. Catherine's
Legislative Coffee	Saturday, April 15th at 10:00 AM	St. Catherine's
Western Kansas Delegation to Washington, D.C.	April 22nd – April 25th Meetings all day on Monday, April 24th	Washington, DC
Legislative Coffee	Saturday, May 20th at 10:00 AM	St. Catherine's



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM: Randy
DATE: February 6, 2017
RE: Next Commission Meetings - Tuesday, 2/21/2017 and Monday, 3/6/2017

DISCUSSION:

Next Commission Meetings are scheduled for:

- Tuesday, January 21st at 8:30 AM
- Monday, March 6th at 8:30 AM

RECOMMENDATION:

List of upcoming meetings