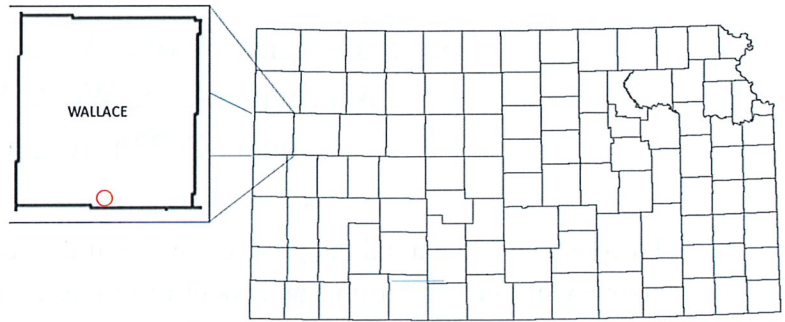


WHIRLWIND ACRES

January 2023 – December 2027

WHIRLWIND ACRES WCA

Water Conservation Area Management Plan



Water Conservation Area Executive Summary

WCA Acres: 3,434 acres

Number of IRR Water Rights: 16

Number of IRR Wells: 16

Historical Period: 2008-2017

WCA Allocation:

- Total WCA allocation of 8,894.42 AF for period of WCA
- 10% conservation from the total combined Four County LEMA Allocation
- 23.5% reduction from historic average water use (2008-2017)
-

Corrective Controls:

- All points of diversion are limited to their annual authorized diversion rates.
- All points of diversion are limited to their annual authorized quantity, except WR# 26,539 & 33,419
- In case of extenuating circumstances beyond the control of the landowner any point of diversion could exceed its authorized annual quantity by 105% but cannot exceed the annual authorized aggregate quantity of all water rights.
- WR#s 26,539 & 33,419 cannot exceed 210 AF per calendar year, but stay within their 5-year allocations as referenced in Attachment F.
- WR #17776 will be limited to 282 AF in calendar year 2023.
- All water rights are held to their collective 5-year allocations grouping (See Attachment F).
- Potential carryover of 1 year's WCA allocation with a subsequent WCA upon review and approval.

Total water conserved over WCA period (based on historical use): 2,725.86 AF.

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MAY 15 2023

Garden City Field Office
Division of Water Resources

MANAGEMENT PLAN

For the Designation of a Water Conservation Area (WCA) Whirlwind Acres WCA; Wallace County, KS January 2023 through December 2027

To conserve and extend the productive life of the aquifer in our region and increase the value and viability of our water rights and water resources for future generations we, the undersigned water right owners propose the following management plan, pursuant to K.S.A. 82a-745 (WCA Law), to form the basis of a Consent Agreement and Order Designating a Water Conservation Area (WCA).

Expression of Conservation Goals

The goals of this WCA are to maintain production while enhancing profitability per acre-foot of water pumped, to examine and change current conservation practices as necessary, and to reduce water use over the term of the WCA from long-term averages. We, the water right owners, enrolling in a consent agreement under the terms and conditions of this WCA management plan will work towards these goals by exercising more flexible and efficient use of the water resource.

We, the water right owners are consenting to the terms and conditions of this WCA and commit to reducing water use for five (5) years, through an approximate 10% reduction from the Four County Local Enhanced Management Area (FCL) allocation of all irrigation water rights enrolled in this WCA, or an overall reduction of 23% from the historic average water use of the enrolled water rights within this WCA management plan.

Water Rights Enrolled and Geographic Boundaries

This WCA shall include the water rights listed in the attached document. This list includes details of all legal descriptions of all points of diversion associated with those water rights.

The geographic boundary for this WCA is shown on the attached map(s) and attached table defined by legal descriptive locations. This table includes total authorized acres and legal definitions by section, township, and range of the WCA boundary.

The current total appropriations authorized for all irrigation water rights included in this WCA are 6,688 acre-feet (AF) per year, with an average annual water use during the period 2008-2017 of 2,323.994 AF. With a 10% reduction from the total FCL allocation for these water rights, the five (5) year WCA allocation will be 8,894.12 AF.

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MAY 15 2023

Garden City Field Office
Division of Water Resources

Findings Regarding Groundwater Conditions

We understand that the WCA Law requires a finding that one of the following circumstances be present within the area geographic boundaries of this WCA; specified in K.S.A. 82a-1036 (a) through (d):

- a) Groundwater levels in the area in question are declining or have declined excessively.
- b) The rate of withdrawal of groundwater in the area equals or exceeds the rate of recharge within such area.
- c) Preventable waste of water is occurring or may occur within the area in questions; or
- d) Unreasonable deterioration of the quality of water is occurring or may occur within the area in question.

and amendments thereto, exist, or include a finding or findings that the area within the geographic boundaries described in paragraph (1) has been closed to new appropriations by rule, regulation, or order of the Chief Engineer.

We have been informed that the following conditions exist:

- Groundwater levels in the area in question are declining or have declined excessively.
- The rate of withdrawal of groundwater in the area equals or exceeds the rate of recharge within such area.

These conditions suggest the advisability of implementing this WCA.

See the attached maps and figures supporting these findings and observations. Such attached documents may include:

- WCA geographic boundaries map defined- **Attachment A**
- WCA geographic boundaries with KGS observation wells map- **Attachment B**
- Detailed table with description of WCA geographic boundaries - **Attachment C**
- List of all water rights and description of legal locations- **Attachment D**
- KGS Observation well(s) data- **Attachment E**
- Group Allocations Caps- **Attachment F**

Per the Corrective Control Provisions and Plan for Conservation section, under this WCA management plan no water right, or point of diversion, has any planned additional authorities than is currently authorized under the base water right. Therefore, it is determined that no further analysis, to determine possible impairments, needs to be completed for this WCA.

Due Consideration for Past Conservation

We acknowledge that as described in the law, a water conservation area (WCA) management plan shall give due consideration to water users who have previously implemented reductions in water use resulting from voluntary conservation measures. We are requesting no special consideration within this specific plan.

Corrective Control Provisions and Plan for Conservation

We acknowledge that the following corrective controls will be in effect within this WCA during the term of the WCA period listed:

1. Water rights, at the discretion of the owners, may be pumped as directed by the owner, provided that:
 - a) All points of diversion are limited to their annual authorized quantity and authorized maximum rate of diversion, except WR# 26,539 and WR#33,419.
 - b) In case of extenuating circumstances beyond the control of the landowner, with prior notification to Kansas Department of Agriculture, Division of Water Resources (KDA-DWR), up to 105% of additional annual authorized quantity could be requested for any point of diversion as long as the total aggregate of the combined authorized annual authorized quantities is not exceeded during the same calendar year.
 - c) WR# 26,539 may exceed its annual authorized quantity in any calendar year but is limited to no more than 210 AF per year and shall not exceed its 5-year allocation as shown on Attachment F, or 1,300 AF when combined with WR#26540 during the WCA.
 - d) WR#33,419 may exceed its annual authorized quantity in any calendar year, but is limited to no more than 210 AF per year, and shall not exceed its combined 5-year allocation as shown on Attachment F, or 650 AF during the WCA.
 - e) WR #17776 will be limited to 282 AF in calendar year 2023.
 - f) The sum of water use under all irrigation water rights combined shall be limited to no more than 8,894.12 AF within the 5-year period of this management plan.
 - g) The list of collective water right groups will be limited to maximum 5-year allocations as shown on Attachment F.
2. The corrective control provisions of this WCA cannot conflict with the rules and regulations of the local GMD that result in greater overall conservation of water resources. If a Local Enhanced Management Area (LEMA) plan or an Intensive Groundwater Use Control Area (IGUCA) is formed after the initiation of this WCA, and the WCA is partially or wholly within the LEMA or IGUCA, the corrective control provisions that result in the greater overall conservation of water resources based on inches per acre and not based on percent reduction of average historical use shall prevail. However, any LEMA or IGUCA must give due consideration to the conservation achieved by WCA participants pursuant to 82a-745(a)(6). The Chief Engineer is authorized to amend the provision of the WCA to conform to any rules, regulations, or requirements that result in greater conservation of the water resource subject to the foregoing due consideration for past and current conservation.

We, the water right owners enrolling in this WCA understand we may gain the following additional incentive(s) in consideration for our WCA participation.

3. Up to the annual WCA allocation (1,778.82 AF) may be carried over and added to a subsequent WCA period after 2027; if unused during the duration of this WCA period. For the carryover quantity to be included, all owners must enter into agreement to participate in a subsequent WCA by December 31st of the last year of this WCA period.

Compliance Monitoring and Enforcement

We, the owners, understand that the following compliance monitoring and enforcement provisions are proposed. This section also includes any specific provisions regarding measuring or reporting water usage.

There are seven (7) recognized observation well(s) within one (1) mile of this WCA boundary that have for many years been measured annually by the Kansas Geological Survey (KGS). See attached maps for locations. The well(s) will continue to be measured annually and the data collected will help in evaluating the effectiveness of the WCA. An onsite observation well may be necessary to monitor the local water level more accurately.

We will submit an annual report no later than March 1st and maintain a spreadsheet detailing the following information for each well and all wells combined: beginning and ending meter readings, quantity of water diverted, acres irrigated, the inches per acre, and the quantity of water remaining for the WCA period listed. These records will be available to KDA-DWR upon request.

We will ensure backup measurements will be supported or an alternate measurement device will be available to be put into service in case the water flowmeter record for any given well is questionable or not reliable.

We acknowledge that water flowmeters within the WCA will be sealed to the measurement chamber by KDA-DWR during the duration of this management plan to ensure an accurate water use record.

We, water right owners within this WCA shall be responsible for ensuring the water flowmeters comply with state and local law(s). Any water right owner or authorized designee who finds a flow meter that is inoperable or inaccurate shall within 48 hours contact the KDA-DWR concerning the matter. Whenever an inoperable or inaccurate meter is repaired or replaced, the owner or authorized designee shall notify the KDA-DWR within seven (7) days on a form prescribed by the

Chief Engineer of the water flowmeter installation and any water flowmeter repair or replacement event.

We acknowledge that failure to abide by the terms of this agreement may result in the termination of the WCA. Failure to abide by the terms, conditions, and limitations of the individual water rights will be subject to the civil penalties outlined in K.A.R. 5-14-10 and K.A.R. 5-14-12.

Review of Effectiveness

We acknowledge that a review of this WCA shall be completed prior to November 1st of the final year of the WCA period listed to ensure the above terms remain appropriate and are achieving the stated goals of this WCA. Should the Chief Engineer find that the terms are no longer appropriate or that no progress has been made towards the stated goal, the Chief Engineer may refuse to renew a WCA and may suggest new terms and goals. We understand that upon review, and a finding by the Chief Engineer that the WCA has achieved or made progress towards its goals and that the same terms be included in a subsequent WCA for another designated period. The terms of the WCA may be continued as long as this WCA is in good standing with its most recent WCA period and upon formal approval by the Chief Engineer. The Chief Engineer shall issue findings addressing the terms and goals of the existing management plan prior to any renewal of a subsequent WCA.

We acknowledge that unless terminated under the provisions below (e.g., due to the development of a LEMA), the WCA will be in effect for the listed period with an evaluation at the end of every WCA period. We understand that KDA-DWR will conduct this evaluation to ensure compliance and conservation. The evaluation will determine total water use during the WCA period.

We acknowledge that should an order of designation for a LEMA be implemented prior to end of this WCA period, an evaluation of this WCA will be conducted the year prior to the start of a LEMA. This evaluation may be used to determine an additional allocation amount of water to be carried over into a LEMA; should this be the case.

Member addition, withdrawal, and removal

We acknowledge that the water right owners and their associated water right(s) and geographic boundaries may be added to the WCA upon written notification to the Chief Engineer by the owners of each enrolling water right with legal descriptions of the areas to be added. A member may withdraw from the WCA through written notification to the Chief Engineer signed by the owners of the participating water right or rights to be withdrawn from the WCA.

If the addition or withdrawal of water rights requires modification to the water allocation quantities, geographic boundaries, places of use, terms, or conditions of the original WCA, the management plan shall be revised to incorporate such changes and the associated consent

agreement shall be reaffirmed by all parties, after opportunity for comment on the proposed revisions by the applicable GMD.

Termination

We acknowledge this WCA agreement may be terminated by written notification, signed by all then-existing members of the WCA, to the Chief Engineer of the intent to terminate.

We also acknowledge that the Chief Engineer may terminate this WCA upon findings that it is not being upheld to its terms. Such termination shall give notice and require a full evaluation of the WCA, and water rights associated to ensure follow up actions.

State Law

We acknowledge that this WCA is subject to compliance with all other applicable state laws.

Notification to Nearby Owners

We acknowledge that, by statute, the Chief Engineer is required to provide written notification to all water right owners with a point of diversion within ½ of a mile, or farther if deemed necessary, by a rule and regulation of the Chief Engineer, of the geographic boundaries of this WCA.

Assurances

We acknowledge this WCA will not alter the terms, conditions, and limitations of the base water rights.

Review of Other Applicable Requirements

We acknowledge that upon review, this WCA management plan was found to effect equal or greater overall conservation than applicable GMD regulations, LEMA, and IGUCA requirements.

Participant's Agreement

By signing below, we, the water right owners, agree that this management plan is fair and equitable. This management plan, provided to the Chief Engineer and water right owners, is the expressed written intent of the parties and the whole agreement between the parties. We, the water right owners agree to be bound by all the terms contained in this management plan and understand that the provisions of this agreement shall be construed to give effect to the provisions listed. We, the water right owners also agree that this management plan is the basis for a consent agreement among the Chief Engineer and the undersigned water right owners, and therefore any order and consent agreement issued by the Chief Engineer, designating this WCA, shall be binding upon all parties as the necessary formal implementation of this management plan.

FOR THE PARTICIPANTS:

All participating water right owner(s) signing below, affirm their approval of this WCA management plan and if approved by the Chief Engineer allow consent to the Chief Engineer to formally approve the designation of this Water Conservation Area, described herein, by means of a Consent Agreement and Order.

Al Smith Date: 5-9-23
A.B. SMITH - Owner (Signature)

Water Right File No(s). 4,150; 9,629; 10,254; 10,699, 15,997; 16,643; 17,027; 17,776; 19,287; 21,490; 23,339; 24,564; 26,539; 26,540; 29,608; & 33,419

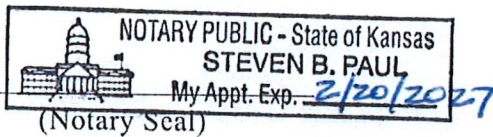
PO BOX 547, SHARON SPRINGS, KS 67758
Full Mailing Address

satccoro@gmail.com 785 852 5010
Email Address Phone Number

ACKNOWLEDGMENT OF NOTARY

State of Kansas)
) SS
County of Wallace)
Acknowledged before me on 5/9/2023
by AB SMITH
Signature: Steven B. Paul
Notary Public

My commission expires:



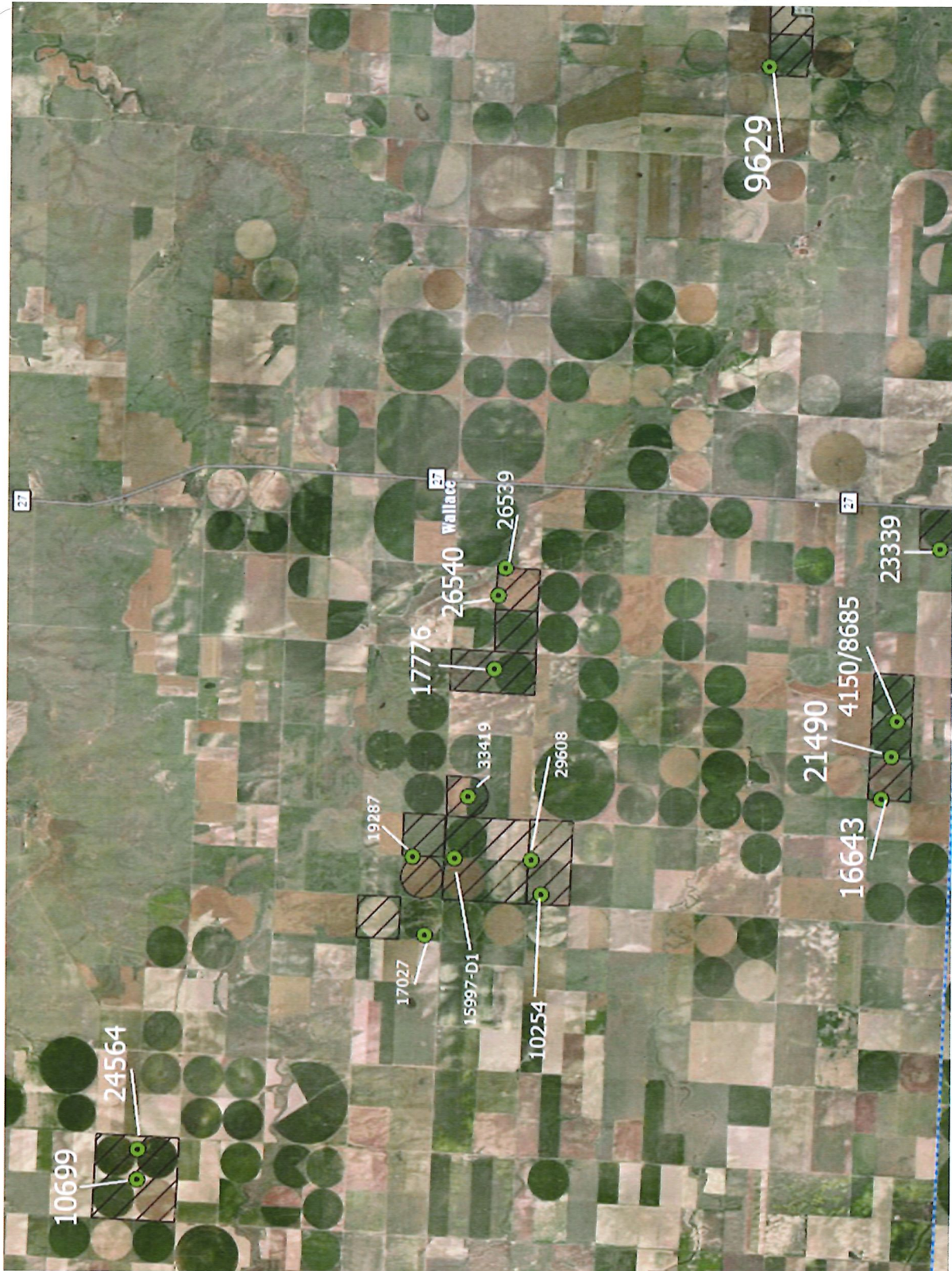
CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of _____, _____ copies of the foregoing were sent via first class, U.S. mail, to the following:

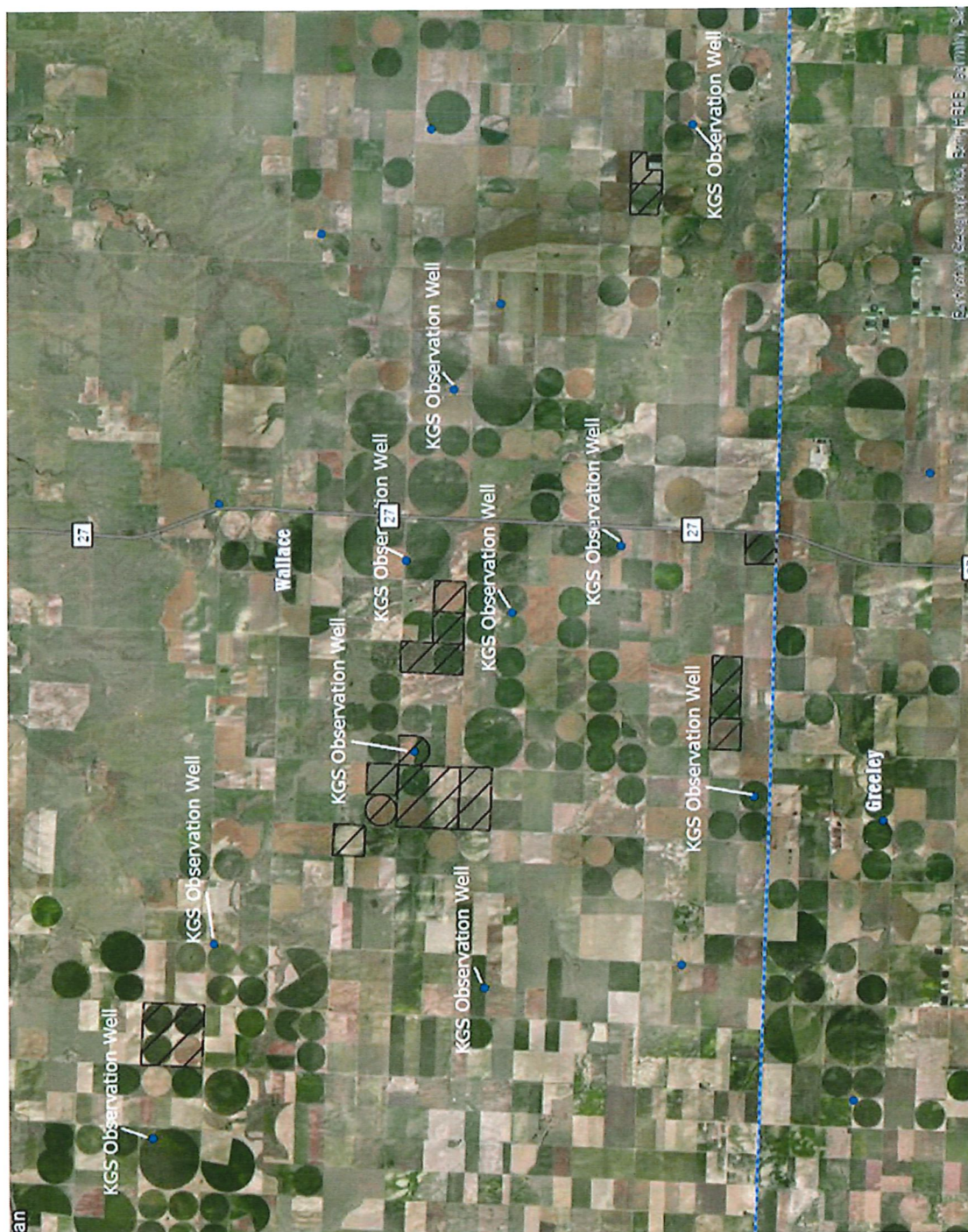
A.B. SMITH
PO BOX 547
SHARON SPRINGS, KS 67758

Kansas Department of Agriculture
Staff Person

Attachment A – WCA Geographical Boundaries



Attachment B – WCA Geographical Boundaries with KGS observation wells



Attachment C – Detailed table with description of WCA geographic boundaries

Sec	T (S)	R (W)	WCA Boundary												Total Acres		
			NE (1/4)			NW (1/4)			SE (1/4)			SW (1/4)					
			NE (1/4)	NW (1/4)	SE (1/4)	SW (1/4)	NE (1/4)	NW (1/4)	SE (1/4)	SW (1/4)	NE (1/4)	NW (1/4)	SE (1/4)	SW (1/4)			
32	15	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	320
22	15	39															275
12	15	41	40	40	40	40	40	40	40	40	40	40	35	40	40	40	320
17	14	41	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
1	15	41	40	40	40	40	40	40	40	40	40	40	40	40	40	40	320
31	15	40	40	40	40	40	40	40	40	40	40	40					160
35	14	41	40	40	40	40	40	40	40	40	40	40					160
5	15	40	40	40	40	40	40	40	40	40	40	40					320
36	14	41								32.5	32.5	32.5	32.5	32.5	40	40	290
34	15	40															160
4	15	40								40	40	40	40	40	40	40	320
6	15	40								40	34.5	34.5	40				149
															Grand Total Acres	3434	

For Management Plan: Copy from above after duplicated PU's removed

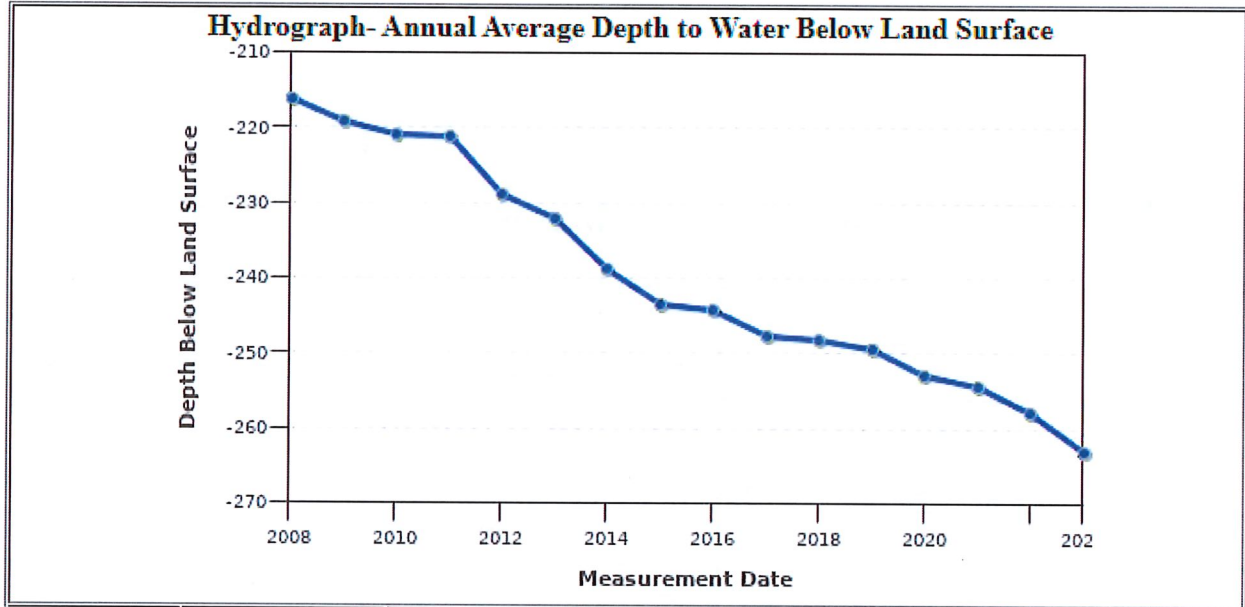
Attachment D – List of all water rights and description of legal locations

WR #	ID#	PDIV#	Location (Sect, Twn, Range)	Historical Period (2008-2017)	2022 Annual Auth Qty (AF)	Legal Ave WU (AF)	Limitations:
4150/8685	1	8663	NE SE NW	08-17	505.000	113.861	505 AF/Yr Com. W/ 8685.
21490	2	38901	CW NW	08-17	640.000	129.994	640 AF/Yr Com. W/ 4150 & 8685
16643	3	32993	SW NW NE	08-17	320.000	136.872	
19287	1	32578	36-14S-41W	08-17	520.000	193.777	640 AF/Yr Com. W/ 10254
10254	2	22416	12-15S-41W	08-17	640.000	19.166	
29608	4	48248	12/15S/41W	08-17	243.000	16.885	
17027	2	31335	35/14S/41W	08-17	579.000	53.893	
15997	1	32758	01/15S/41W	08-17	400.000	183.072	
33419	3	28839	06-15S-40W	08-17	131.000	87.968	
23339	1	5943	34-15S-40W	08-17	208.000	112.742	
9629	1	6647	22-15S-39W	08-17	408.000	146.487	
17776	1	35674	05-15S-40W	08-17	304.000	247.960	
26539	2	48510	04-15S-40W	08-17	190.000	131.000	
26540	3	16328	04-15S-40W	08-17	320.000	137.328	
24564	2	24277	17-14S-41W	08-17	544.000	328.825	
10699	1	49031	17-14S-41W	08-17	736.000	284.162	

Attachment E – KGS Observation Wells

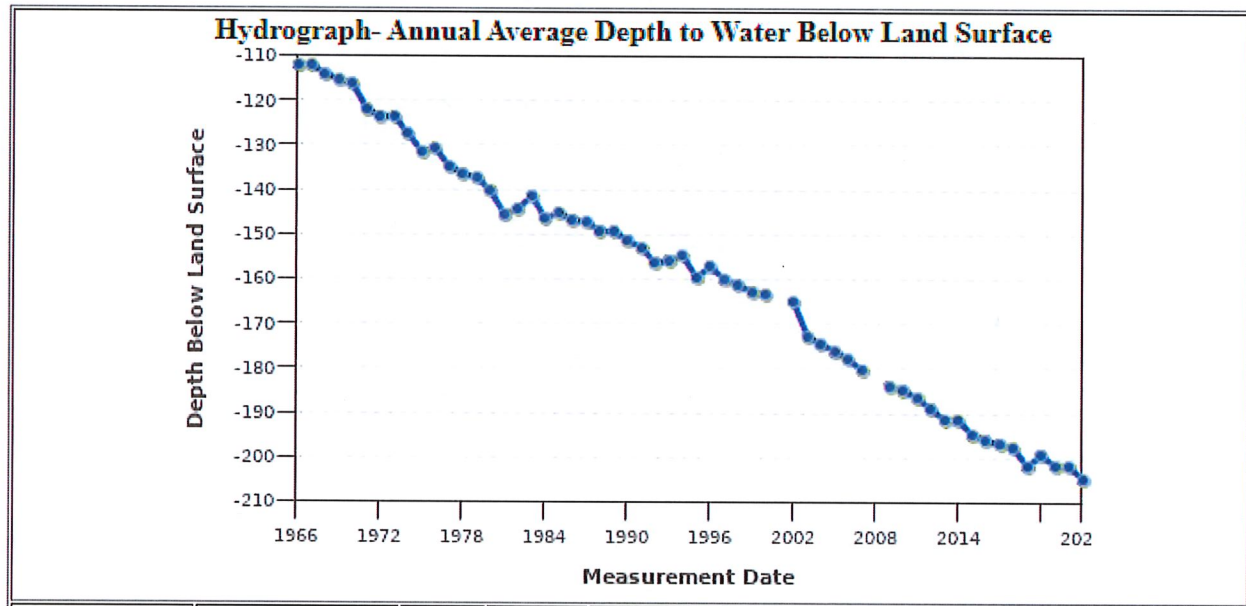
14S 42W 13AAD

Note that depth to water is feet below land surface and all measurements for the well are included.



15S 41W 36DDB 02

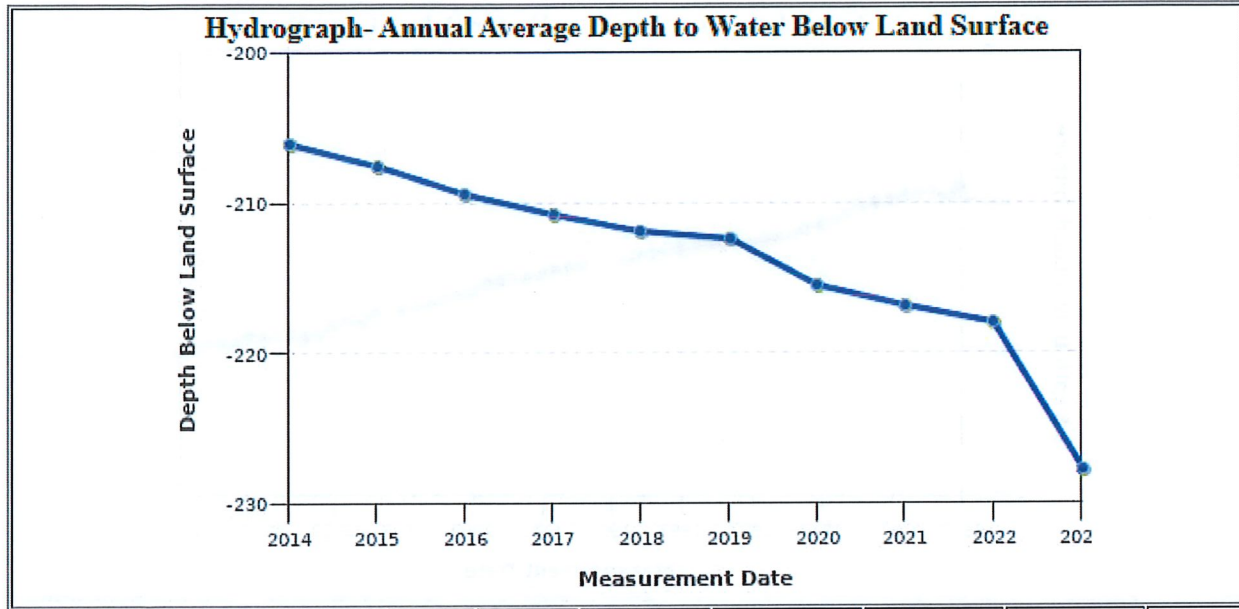
Note that depth to water is feet below land surface and all measurements for the well are included.



Attachment E - KGS Observation Well Continued

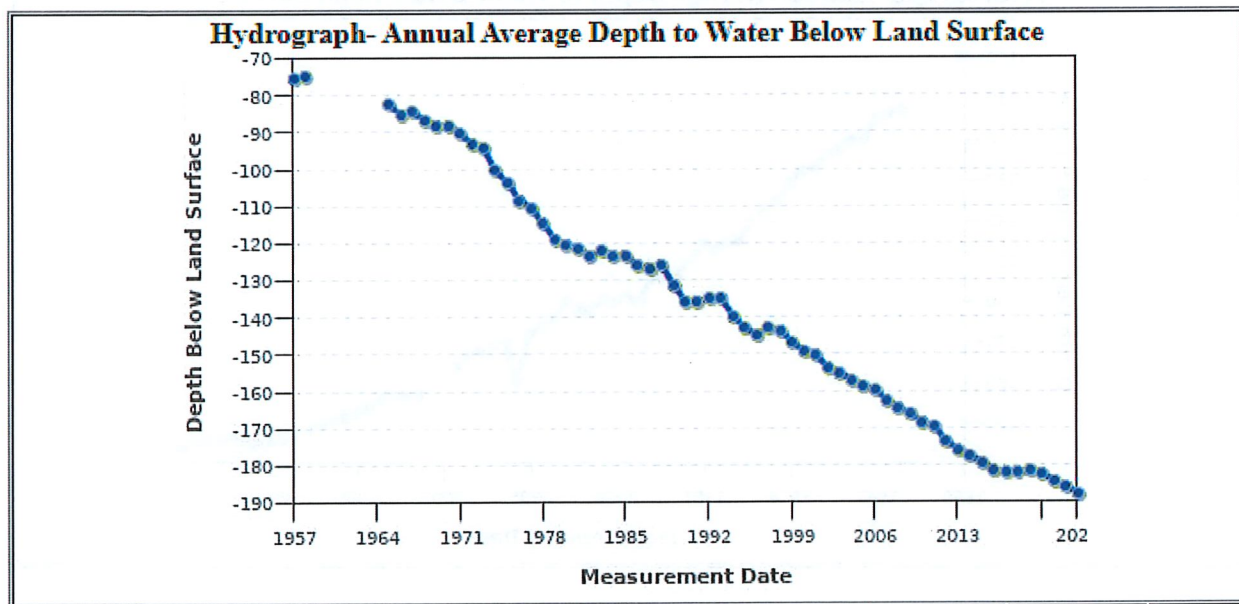
15S 40W 06BDB 01

Note that depth to water is feet below land surface and all measurements for the well are included.



15S 40W 03BAB 01

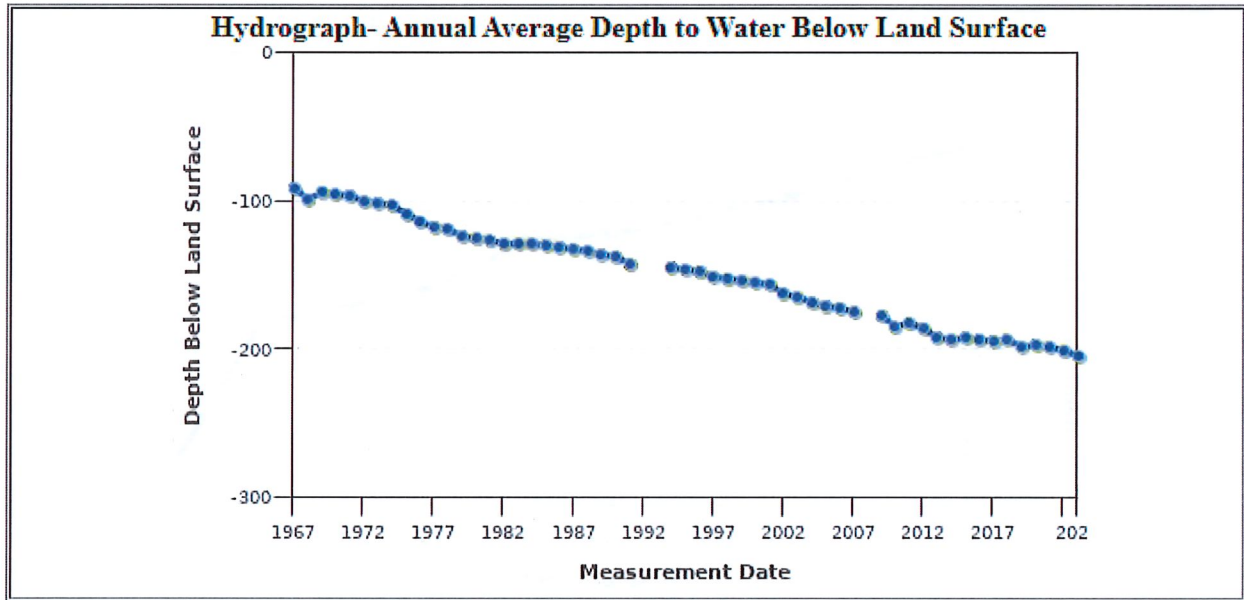
Note that depth to water is feet below land surface and all measurements for the well are included.



Attachment E – KGS Observation Wells Continued

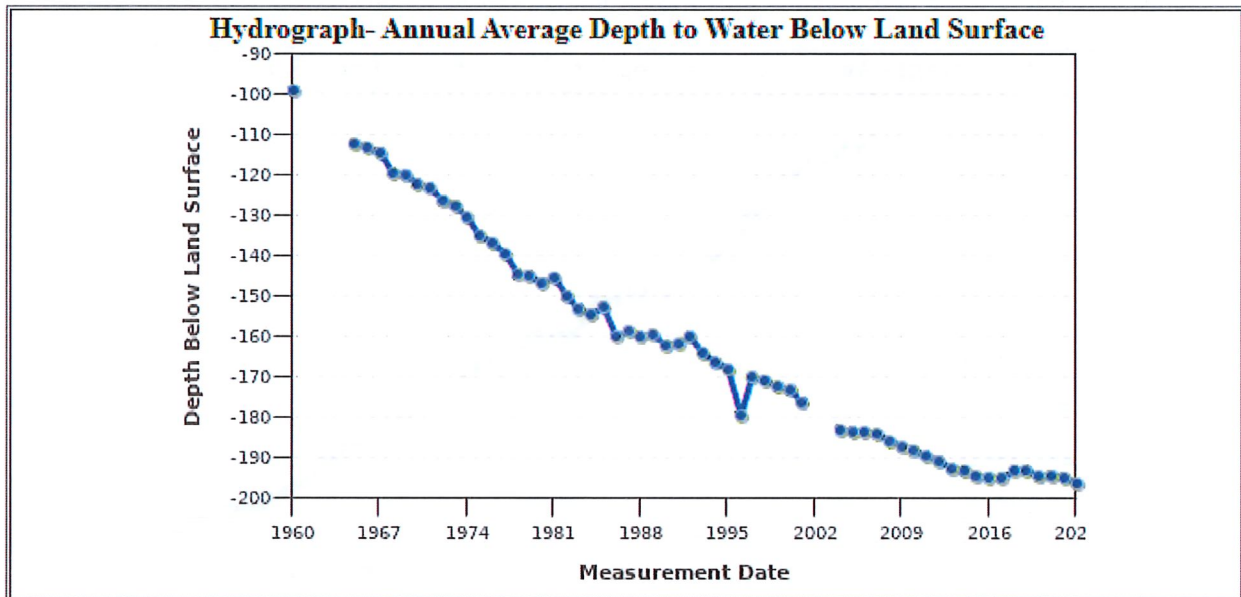
15S 40W 09DCB 01

Note that depth to water is feet below land surface and all measurements for the well are included.



15S 39W 26ACC 01

Note that depth to water is feet below land surface and all measurements for the well are included.



Attachment F – Group Allocation Caps

WALLACE COUNTY									
CO	Field Name	File Number	Qualifiers	Sec TWP RNG	Authorized acres	GMD1 LEMA proposal	tfl AF over 5 yrs	proposed MAX AF over 5 years per water right	
WA	Boles East	4150-00	3665N 2930W	32-15S-40W	320	1077.19	1077.19	1300.0	(grouped)
WA	Boles West	21490-00	3800N 5260W	32-15S-40W	320	1077.19	1077.19	1300.0	(grouped)
WA	Schmidt East	16643-00	4490N 2550W	31-15S-40W	160	586.12	586.12	650.0	
WA	Glenn Lewis W	19287-00	1956N 2700W	36-14S-41W	290	679.13	679.13	325.0	
WA	Eisenbart	10254-00	SWNW/NW	12-15-41W	320	286.54	286.54	320.0	(grouped)
WA	Eisenbart	29608-00	5180N 2500W	12-15-41W	320	286.54	286.54	320.0	(grouped)
WA	Young half	17027-00	NW SW SE	35-14-41W	320	444.08	444.08	325.0	
WA	Lewis Middle	15997-00	4650N 2650W	1-15S-41W	480	837.55	837.55	650.0	
WA	Popp North	33419-00	3955N 3945W	6-15S-40W	149	409.81	409.81	650.0	
WA	Popp South	23339-00	1350N 2610W	34-15S-40W	160	473.31	473.31	650.0	
WA	Prairie Pork	9629-00	NW NW SW	22-15S-39W	275	666.39	666.39	650.0	
WA	Shell	17776-00	2600N 810W	5-15S-40W	320	1003.51	1003.51	1300.0	
WA	Unruh East	26539-00	2125N 60W	4-15S-40W	160	514.18	514.18	1300.0	(grouped)
WA	Unruh West	26540-00	2530N 1742W	4-15S-40W	160	576.018	576.018	1300.0	(grouped)
WA	Sec 17-14-41 e	24564-00	2460N 730W	17-14S-41W	640	2328.52	2328.52	2600.0	(grouped)
WA	Sec 17-14-41 v	10699-00	2500N 2700W	17-14S-41W	640	2328.52	2328.52	2600.0	(grouped)

1. Our total AF allotment w/ the new LEMA over 5 years is 9,879.35.

2. We will NOT pump more than 8,891.42 AF from the aquifer over the 5 years.

tfl AF over 5 yrs

9,882.35

= TOTAL allocated AF over 5 years

WCA GOAL=

8,894.11

= 90% of our LEMA allotment

