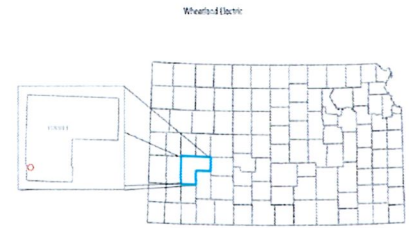


January 2023 through December 2027

Wheatland Electric Cooperative Incorporated (WECI) WCA

Water Conservation Area Management Plan



Water Conservation Area Executive Summary

WCA Acres: 3053.75

Number of IRR Water Rights: 22

Number of IRR Wells: 22

Number of IND Water Rights: 14

Number of IND Wells: 14

WCA Allocation:

- 4496.727 AF Industrial use per calendar year
- 1,382 AF Irrigation use per calendar year (plus carryover of unused quantity of 1,382 AF during the WCA period).

Prior Conservation Measures:

- Previous WCA had unused allocation of 6,280.8 AF.

Corrective Controls:

- All wells are limited to their authorized diversion rates.
- All Industrial wells cannot exceed a total combined quantity of 4,496.727 AF in any year.
 - Industrial Water Rights #18992-D2/20138-D2, #20136-D2, #28623-D1, #29843, & #29941-D1 cannot exceed annual authorized quantities.
 - Industrial Water Rights, #14826-D1, #16034/29942, #16035/29942, #20137/22026, #22025/29942, & #29943 may exceed their annual authorized quantity, limited to 600 AF each in any calendar year.
- All irrigation water rights cannot exceed a total combined quantity of 1,382 AF per calendar year.
- All Irrigation wells are limited to their annual authorized quantity.
 - Except Water Right, File No. 29945 cannot exceed 260 AF.

Conservation Goal: approximately 12,374.49 AF during the 10-year period.

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Garden City Field Office
Division of Water Resources

MANAGEMENT PLAN

For the Designation of a Water Conservation Area (WCA) Wheatland Electric Cooperative Inc. (WECI) WCA; Finney County, KS January 2023 through December 2027

In order 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 WECI, the undersigned water right owner 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

WECI would like to enter into a WCA that not only conserves water for the future but also helps boost the economy of Southwest Kansas. WECI currently operates 14 industrial wells as a unit that supply water to Tyson Fresh Meats Inc. on a daily basis throughout the year. Although Tyson Fresh Meat Inc. has shown steady production in recent years, there continues to be potential for increased production in future years. As more water continues to be used for industrial purposes, we have continued to reduce usage on our irrigation wells to help maintain the Ogallala aquifer in our area. In this WCA, WECI shall include the 14 industrial wells along with 22 irrigation wells. The water use history on the irrigation wells shows we have conserved in recent years. During this WCA period WECI does not intend to exceed the total combined authorized quantity for the industrial wells and only intend to use no more than 1,382Acre-Feet (AF), or 23%, of the total irrigation authorized quantity in any year. WECI requests to have this recognized to gain some flexibility on the industrial wells in order to maintain and/or ensure an increase in production for Tyson Fresh Meat Inc. and to help the economy thrive in Southwest Kansas.

Water Rights Enrolled and Geographic Boundaries

This WCA shall include the water rights listed in the attached documents. These lists include details of all points of diversion associated with those water rights; as well as legal descriptions of the locations of the points of diversion and/or identification numbers. The current total appropriations authorized for all industrial water rights included in this WCA is 4,496.727 acre-feet (AF) per year and 5766.48 AF per year for irrigation water rights. The geographic boundary for this WCA is shown on the attached map(s) and attached table defined by legal locations. This table includes total acres and legal definitions by section, township, and range of the WCA boundary.

Findings Regarding Groundwater Conditions

WECI understands 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

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Garden City Field Office
Division of Water Resources

- 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.

WECI has 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:

- Maps with WCA geographic boundaries defined- Attachments A, B, & C
- Detailed table with description of WCA geographic boundaries- Attachment D
- Summary of water rights with description of legal locations- Attachments E & F
- Kansas Geological Survey (KGS) Observation well(s) data (if applicable) – Attachment G
- Kansas Department of Agriculture – Division of Water Resources (KDA-DWR) Theis analysis report(s) (if applicable) – Attachment H (Theis analysis is an equation used to describe/evaluate radial confined groundwater flow in a uniformly thick horizontal, homogeneous, isotropic aquifer of infinite areal extent)

Per the Corrective Controls Provisions and Plan for Conservation Section under this WCA management plan it has been determined that the proposed provisions listed will not significantly affect nearby points of diversion. This has been determined by a Theis analysis conducted by the Kansas Department of Agriculture. The Theis report(s) for the water rights in question are included in the attached documents.

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.

WECI, the water rights owner is committed to best water management practices and have voluntarily shifted approximately over 3,000 acres to native grass land and have ceased irrigation on 16 wells, 9 water rights and over 5,000 AF. We intend on continuing to cease irrigation use on the 16 water rights for the duration of this WCA, except for minimal use to maintain a crop cover if needed, as well as not increase the combined average use (plus carryover quantity) on the six active wells we currently operate. We plan to continue to maintain the water use in the area and take further actions in the future to ensure the life of the aquifer in the region. We request that this past voluntary conservation of water use be considered under the terms of this WCA. During the previous WCA, we conserved an additional 20% than planned and should be considered as past conservation. As enumerated below we, the owners, also request that its further

conservation under this plan be considered in any Local Enhanced Management Area (LEMA) proposed for the area or in a subsequent WCA under the terms herein.

Corrective Control Provisions and Plan for Conservation

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

1. Water rights, at the discretion of the owners, may be pumped as directed by the owner, provided that:
 - a) All Industrial water rights cannot exceed a total combined quantity of 4,496.727 AF in any year.
 - a. All industrial water rights cannot exceed authorized pumping rates
 - b. Water Rights #18992-D2/20138-D2, #20136-D2, #28623-D1, #29843, & #29941-D1 cannot exceed annual authorized quantities.
 - c. Water Rights, #14826-D1, #16034/29942, #16035/29942, #20137/22026, #22025/29942, & #29943 may exceed their annual authorized quantity, limited to 600 AF each in any calendar year.
 - b) All Irrigation water rights cannot exceed a total combined quantity of 1,382 AF per year, plus the remainder allocation from the previous WCA of 1,382 AF during the WCA period.
 - a. All irrigation water rights cannot exceed authorized diversion rates
 - b. All irrigation water rights, except WR #29945, cannot exceed annual authorized quantities.
 - i. Water Right #29945 cannot exceed 260 AF in any calendar year.
2. The corrective control provisions of this WCA cannot conflict with the rules and regulations of the local Ground Water Management District (GMD) that result in greater overall conservation of water resources. If a 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.

WECI, the water rights owner enrolling in this WCA understands it may gain the following additional incentive(s) in consideration for our WCA participation.

3. Up to the 1,382 AF may be carried over and added to a subsequent WCA period for irrigation purposes after 2032; if unused by the irrigation wells during the duration of this WCA period. In order for the carryover quantity to be included, all owners must enter into agreement to participate into a subsequent WCA by December 31st of the last year of this WCA period.

Compliance Monitoring and Enforcement

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

There is one recognized observation well within one (1) mile of this WCA boundary that has 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.

WECI 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, and the quantity of water remaining for the WCA period listed. These records will be available to KDA-DWR upon request.

WECI 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.

WECI acknowledges 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.

WECI, as the water rights owner 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.

WECI acknowledges 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

WECI acknowledges 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.

WECI acknowledges 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.

WECI acknowledges 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

WECI acknowledges 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

WECI acknowledges 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.

WECI also acknowledges 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

WECI acknowledges that this WCA is subject to compliance with all other applicable state laws.

Notification to Nearby Owners

WECI acknowledges 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

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

Review of Other Applicable Requirements

WECI acknowledges 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, WECI, the water rights owner, agrees 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. WECI, the water rights owner agrees 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. WECI, the water rights owner also agrees 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.

By: [Signature] Date: 2-2-2023
Wheatland Electric Cooperative Inc. General Manager- Bruce Mueller (Signature)

PO BOX 953, GARDEN CITY KS 67846 (Full Mailing Address)

BMUELLER@WECI.NET Phone Number

ACKNOWLEDGMENT OF NOTARY

State of Kansas)
) SS
County of Finney)

Acknowledged before me on 2-2-2023
by Bruce Mueller, GM of Wheatland Electric

Signature: [Signature] Notary Public



My commission expires: 01-23-2024 (Notary Seal)

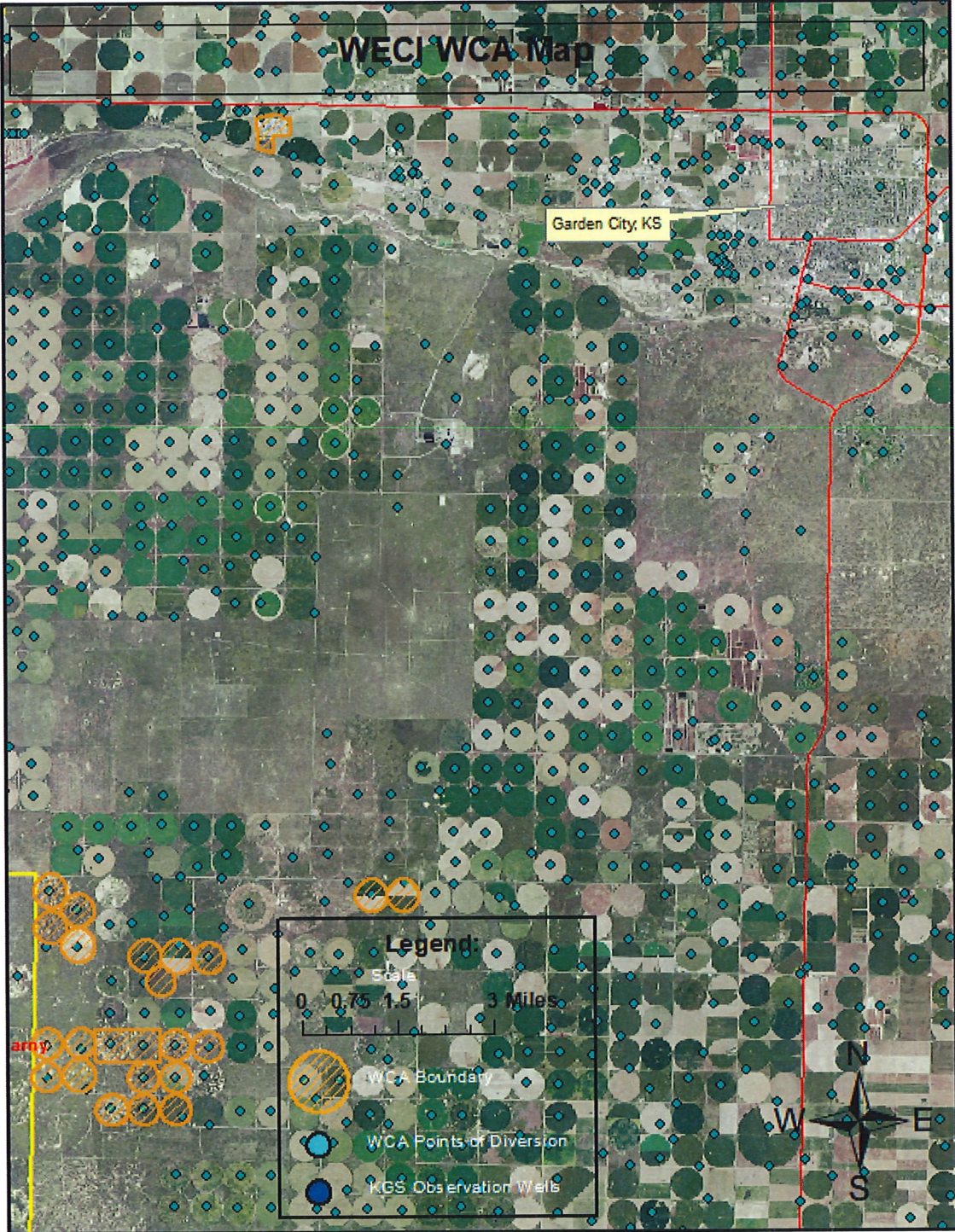
CERTIFICATE OF SERVICE

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

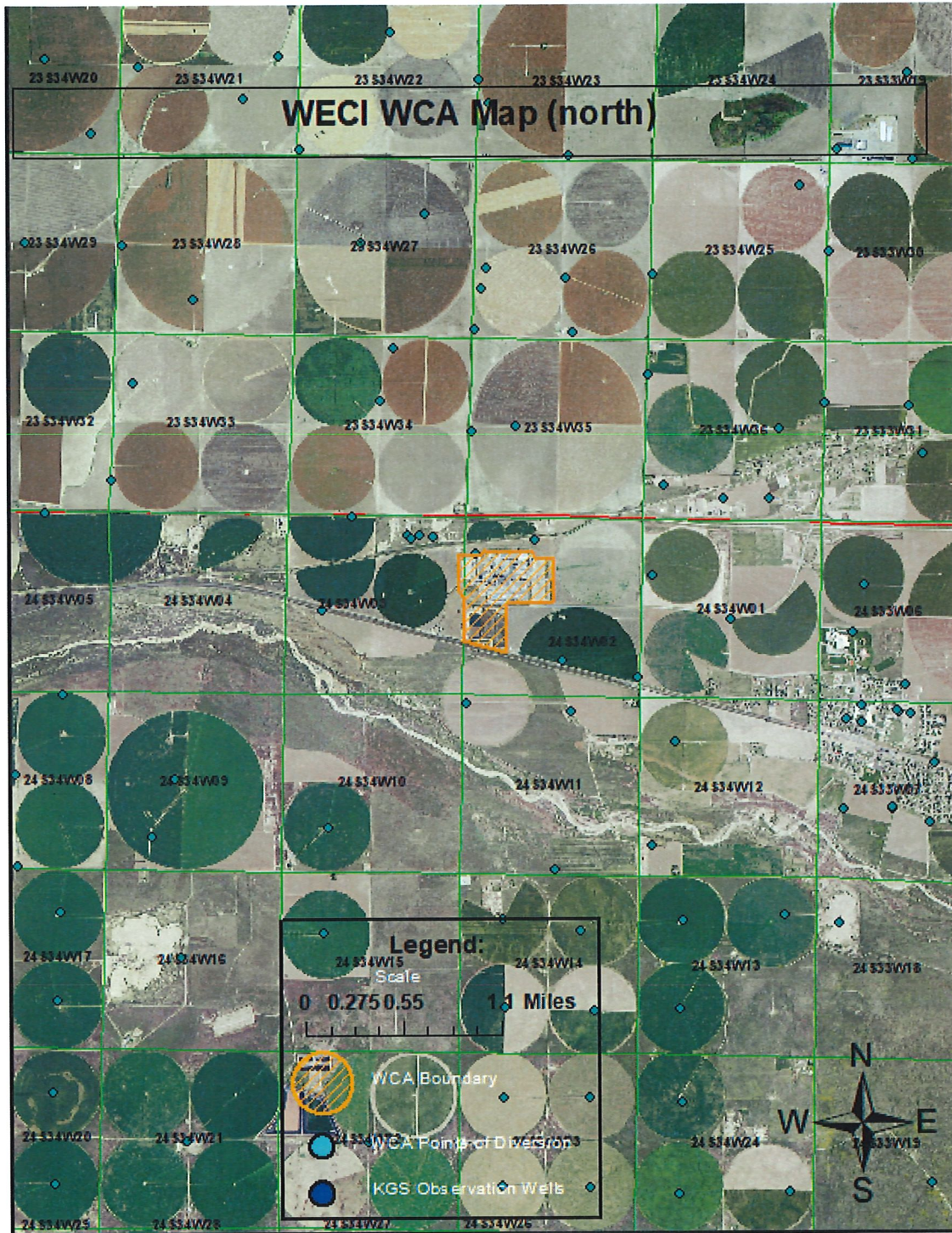
WHEATLAND ELECTRIC COOPERATIVE INC
PERRY SMITH
PO BOX 953
GARDEN CITY KS 67846

Kansas Department of Agriculture
Staff Person

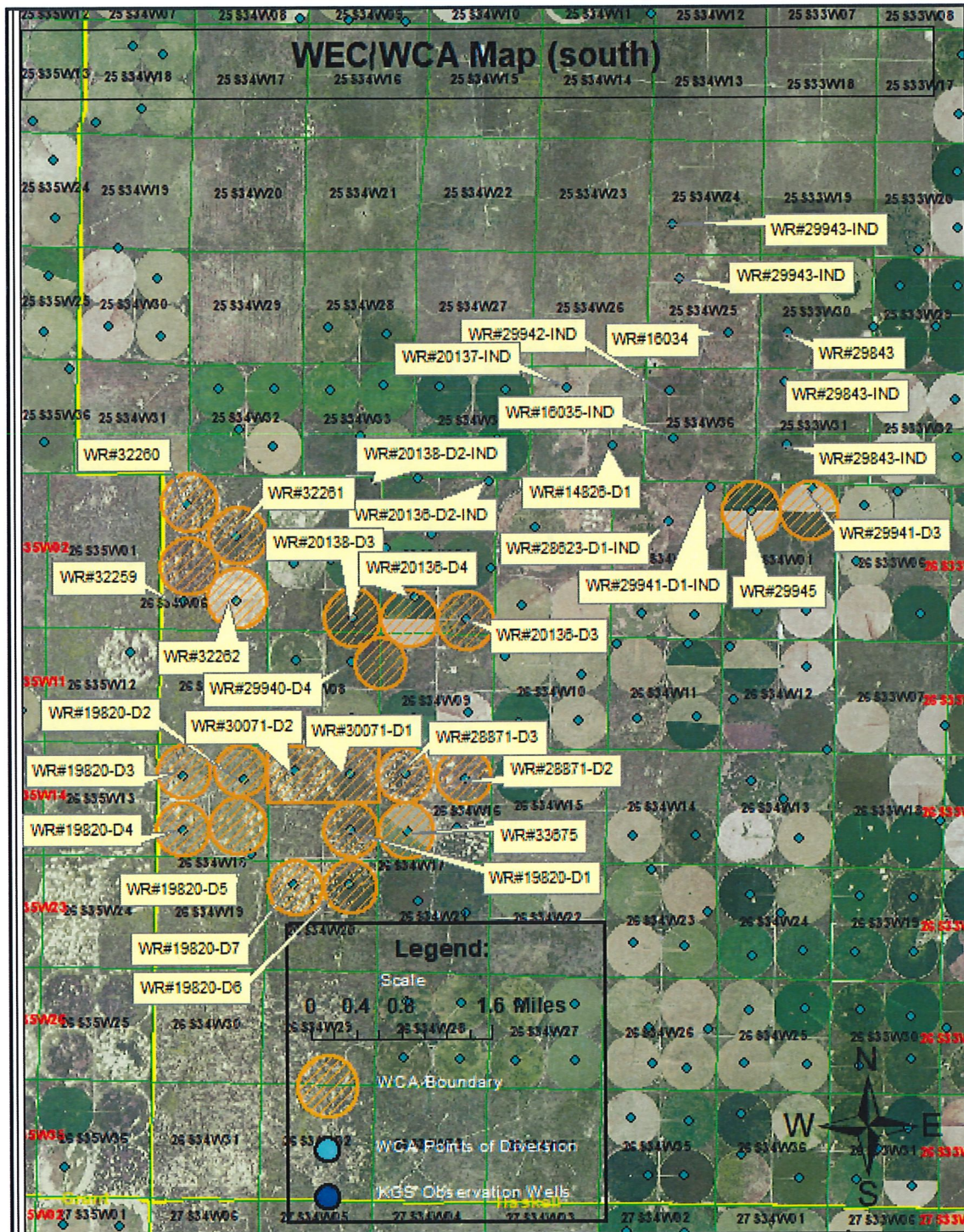
Attachment A- WCA Map



Attachment B- WCA Map (north)



Attachment C- WCA Map (south)



Attachment D- Table of WCA Geographic Boundary

WCA Boundary																			
Sec	T (S)	R (W)	NE (1/4)				NW (1/4)				SW (1/4)				SE (1/4)				Total Acres
			NE (1/4)	NW (1/4)	SW (1/4)	SE (1/4)	NE (1/4)	NW (1/4)	SW (1/4)	SE (1/4)	NE (1/4)	NW (1/4)	SW (1/4)	SE (1/4)	NE (1/4)	NW (1/4)	SW (1/4)	SE (1/4)	
2	24	34					x	x	x	x	x	x	x					X	
3	24	34	x	x														X	
1	26	34	66.50	66.65			63.80	63.80										260.75	
1	26	34	L-1	L-2			L-3	L-4										X	
4	26	34								15.00	15.00	38.00	38.00	15.00	15.00	38.00	38.00	212.00	
5	26	34												15.00	15.00	38.00	38.00	106.00	
6	26	34	44.00	58.00	38.00	31.00	94.00	64.00	30.00	40.00	39.00	25.00		3.00	37.00	39.00	37.00	615.00	
6	26	34	L-1	L-2			L-3	L-4	L-5				L-6					X	
8	26	34	37.50	15.00			34.5											87.00	
9	26	34	15.00	15.00			15.00	37.50	22.50									105.00	
16	26	34	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00				408.00	
17	26	34	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00				34.00	34.00	34.00	34.00	456.00	
18	26	34	34.00	34.00	34.00	34.00	34.00	31.00	31.00	34.00	34.00	31.00	31.00	34.00	34.00	34.00	34.00	532.00	
18	26	34						L-1	L-2				L-3	L-4				X	
20	26	34	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00								272.00	
Grand Total Acres																		3053.75	

Additional Boundary Notes:

Legal	Note
02-24S-34W	MEAT PROCESSING PLANT (W2)
03-24S-34W	MEAT PROCESSING PLANT (NE)
01-26S-34W	L-1 (NE NE) L-2 (NW NE) L-3 (NE NW) L-4 (NW NW)
03-26S-34W	L-1 (NE NE), L-2 (NW NE), L-3 (NE NW), L-4 (NW NW)
06-26S-34W	L-1 (NE NE) L-2 (NW NE) L-3 (NE NW) L-4 (NW NW) L-5 (SW NW) L-6 (NW SW)
18-26S-34W	L-1 (NWNW) L-2 (SWNW) L-3 (NWSW) L-4 (SWSW)

Attachment E- Summary of Industrial Water Rights

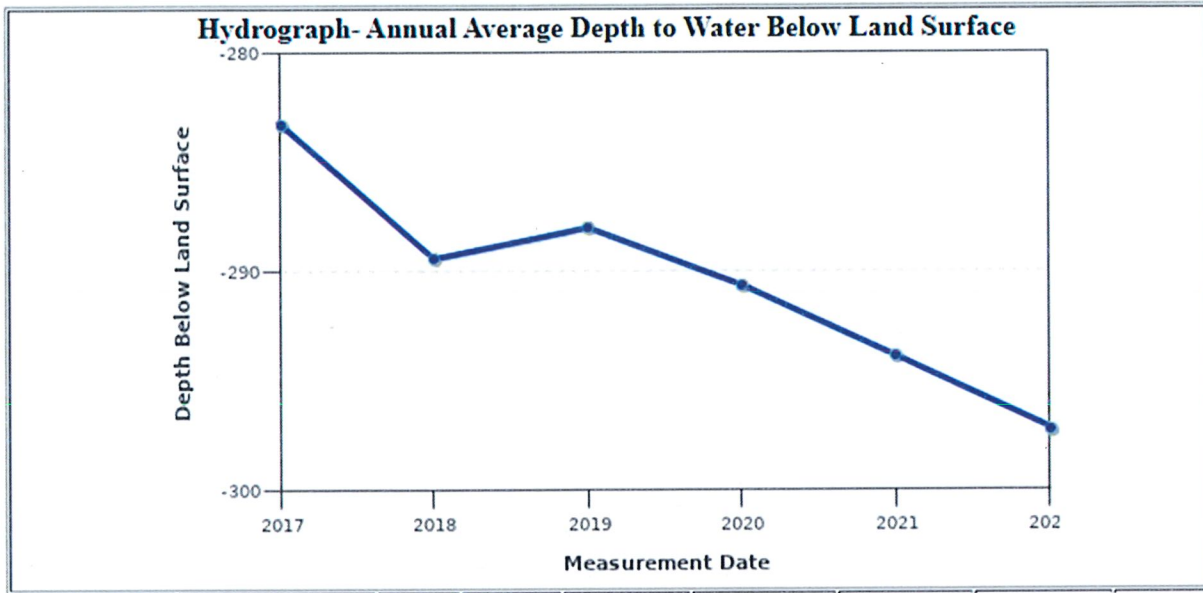
WR #	ID#	PDIV#	Location (Sect, Twn, Range)	Historical Period (20XX- 20XX)
29843	5	73508	31-25S-33W	10-17
29943	8	75669	25-25S-34W	10-17
16035	7	75690	36-25S-34W	10-17
29942	7	75690	36-25S-34W	10-17
14826-D1	7	76169	35-25S-34W	10-17
29943	3	75670	24-25S-34W	10-17
16034	9	76158	25-25S-34W	10-17
29942	9	76158	25-25S-34W	10-17
22025	9	76157	36-25S-34W	10-17
29942	9	76157	36-25S-34W	10-17
20137	6	76160	35-25S-34W	10-17
22026	6	76160	35-25S-34W	10-17
29843	6	76825	30-25S-33W	10-17
29843	6	76826	31-25S-33W	10-17
28623-D1	5	77286	2-26S-34W	10-17
20136-D2	13	77285	4-26S-34W	10-17
18992-D2	8	77284	5-26S-34W	10-17
20138-D2	8	77284	5-26S-34W	10-17
29941-D1	6	77499	2-26S-34W	10-17

Attachment F- Summary of Irrigation Water Rights

WR #	ID #	PDIV#	Location (Sect, Twn, Range)	Historical Period (20XX-20XX)
19820-D1	2	37306	17-26S-34W	03-12
19820-D2	1	20211	18-26S-34W	03-12
19820-D3	2	50622	18-26S-34W	03-12
19820-D4	3	17782	18-26S-34W	03-12
19820-D5	4	31916	18-26S-34W	03-12
19820-D6	1	8903	20-26S-34W	03-12
19820-D7	2	31708	20-26S-34W	03-12
20136-D3	16	84306	4-26S-34W	03-12
20136-D4	15	84285	4-26S-34W	03-12
20138-D3	3	36731	05-26S-34W	03-12
28871-D2	2	16136	16-26S-34W	03-12
28871-D3	1	32718	16-26S-34W	03-12
29940-D4	4	38231	08-26S-34W	03-12
29941-D3	5	70454	1-26S-34W	03-12
29945	1	3569	1-26S-34W	03-12
30071-D1	3	8666	17-26S-34W	03-12
30071-D2	4	22941	17-26S-34W	03-12
32259	1	7932	06-26S-34W	03-12
32260	2	30776	06-26S-34W	03-12
32261	3	45830	06-26S-34W	03-12
32262	4	52648	06-26S-34W	03-12
33675	4	9722	16-26S-34W	03-12

Attachment G- KGS Observation Well 26S 34W 03BBD

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



Attachment H- This Report on WR #29945 to nearby well

A This analysis was used to evaluate the impact of pumping the well authorized by water right 29,945 at the neighboring well authorized by water right. The original scenario is the 2003-2012 average water use of 163 acre-feet per year at 500 gallons per minute. The proposed scenario is 272 acre-feet per year at 1,019 gallons per minute. The transmissivity and saturated thickness are from the GMD No. 3 model projected to 2066. The storage coefficient was assumed to be the well depth multiplied by 10^{-5} . The 50-year drawdowns under the original and proposed scenarios are 6.90 and 13.01 feet respectively. The difference is 6.11 feet, or 4.43% of the 2066 saturated thickness.

Table 1: Parameters used for This analysis

Storage Coefficient, S	.00375	
Transmissivity, T (gpd/ft)	39,483	
	Proposed	Original
Distance from Pumping Well, r (feet)	2,205	2,205
Pumping Time, t_p (days)	60.4	73.8
Pumping Rate, Q (gpm)	1,019	500
Pumping Volume, V (AF)	272	163
Pumping Well	29,945 01-26-34W 1	
Target Well	29,941-D1 02-26-34W 6	

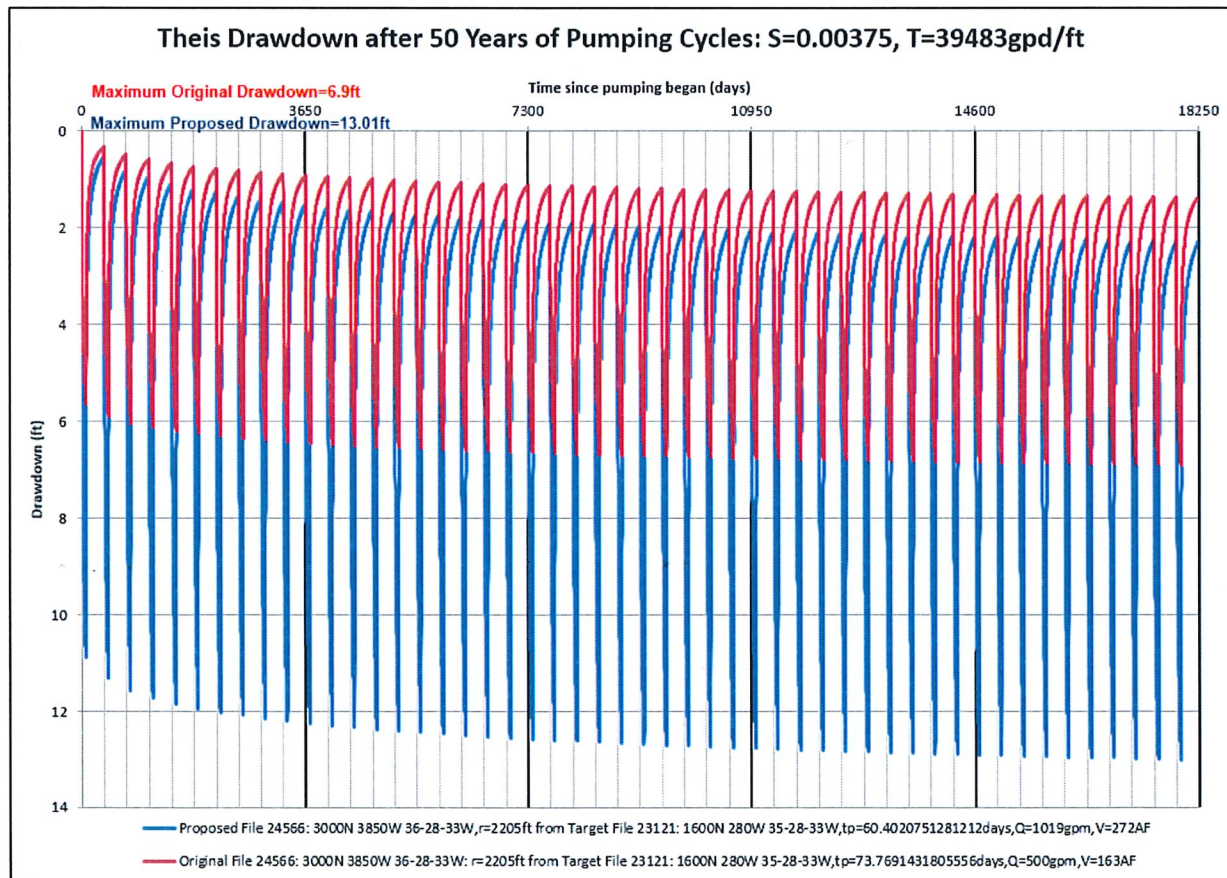


Figure 1: This drawdown under original and proposed scenarios after 50 years of pumping cycles