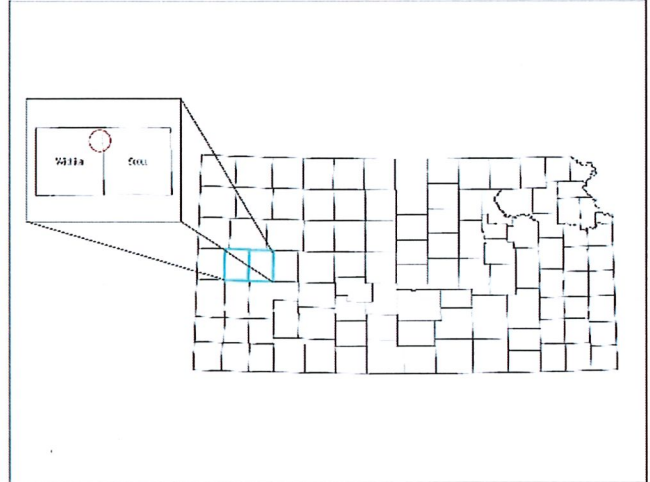


January 2024 through December 2025

# NORTH LEAD

Water Conservation Area Management Plan



## Water Conservation Area Executive Summary

**WCA Acres:** 1,756

**Number of IRR Water Rights:** 9      **Number of IRR Wells:** 9

### **WCA Allocation:**

- 1688.742 acre-feet (AF) during period of WCA.
- 16% reduction from the total combined Four County LEMA allocation of referenced water rights. This reduced allocation was then divided with the annual average historical use of the referenced water rights.
- Results in the overall 23% reduction from the historical annual average use.

### **Corrective Controls:**

- All water rights are limited to their annual authorized maximum rate of diversion and annual authorized quantity.
- Water Right, File Nos. 8106, 12001, 13976, 13402, 22622, & 26246, are limited to 1,125 AF during the WCA 2-year period.
- Water Right, File Nos. 7151, 11204, and 16257 are limited to 563 AF during the WCA 2-year period.
- Potential carryover of 1 year's WCA allocation with subsequent WCA upon review and approval.

**Total Water Conserved Over WCA Period (based on historical use):** 374 AF.

RECEIVED

MAR 27 2024

Garden City Field Office  
Division of Water Resources

2:35pm

## MANAGEMENT PLAN

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### For the Designation of a Water Conservation Area (WCA) North LEAD WCA; Wichita County, KS January 2024 through December 2025

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 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.

#### Water Rights Enrolled and Geographic Boundaries

This WCA shall include the water rights listed in the attached document. This list includes 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 water rights included in this WCA are 2,761 acre-feet (AF) per year, with an average annual use of 814.653 AF during the historical period of 2008-2017. With a 23% reduction from historical annual averages of use and allocations, the total two (2) year WCA allocation is 1,688.742 AF. The water rights in this WCA consist of 9 wells and a total of 1,756 acres authorized for irrigation.

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

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 equal or exceeds the rate of recharge.

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:

- Map with WCA geographic boundaries defined- Attachment A
- Summary of water rights with description of legal locations- Attachment B
- Summary of recent historical use- Attachment C
- Authorized place of use with legal descriptions- Attachment D
- Kansas Geological Survey (KGS) observation well(s) data - Attachment E

Per the Corrective Control Provisions and Plan for Conservation section, under this WCA management plan no water right, or point of diversion, is allowed any additional authorities than is currently authorized in 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, the water right owners are committed to best water management practices and do not require any specific consideration of past water conservation in determining these allocations with the aim of, the conservation of the Ogallala aquifer and to preserve the viability of irrigated agriculture.

### 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. The sum of water use under all water rights combined shall be limited to no more than 1,688.7424 AF within the two (2) year term of the management plan.
  - a. All points of diversion are limited to their annual authorized maximum rate of diversion and their authorized annual quantity.

- b. Water Right, File Nos. 8106, 12001, 13976, 13402, 22622, and 26246 are limited to 1,125 AF for the 2-year period.
  - c. Water Right, File Nos. 7151, 11204, and 16257 are limited to 563 AF for the 2-year period.
2. The corrective control provisions of this WCA cannot conflict with the rules and regulations of the local Groundwater Management District (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.

Up to the annual WCA allocation (627AF) may be carried over and added to a subsequent WCA period after the last year of WCA; 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 31<sup>st</sup> of the last year of this WCA period. Upon review, should a subsequent WCA be entered, the potential carryover will not allow any well to exceed its annual authorized quantity or the agreed upon corrective controls.

### 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 is a total of 5 recognized observation well(s) within one (1) mile of this WCA boundary that have for many years been measured annually by the 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 1<sup>st</sup> 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 1<sup>st</sup> 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

Curtis Scheffe Date: 3/21/24  
CURTIS SCHEFFE- Owner (Signature)

Water Right No(s) 22622 & 26246

Jacqueline Scheffe Date: 3-21-24  
JACQUELINE SCHEFFE- Owner (Signature)

Water Right No(s) 22622 & 26246

209 ACORN COURT, ALEDO, TX 76008

Full Mailing Address

curtisscheffe@aol.com 817-789-3303

Email Address

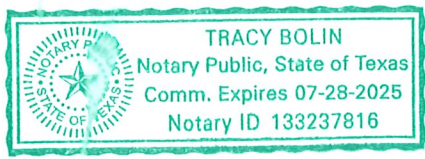
Phone Number

**ACKNOWLEDGMENT OF NOTARY**

State of ~~Kansas~~ <sup>Tx</sup> Texas )  
 ) SS  
County of Parker )

Acknowledged before me on March 21, 2024  
by Curtis Scheffe + Jacqueline Scheffe

Signature: Tracy Bolin  
Notary Public



My commission expires: 07/28/2025  
(Notary Seal)



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.

Ernest L Smith Date: 3/19/24  
ERNEST L SMITH- Owner (Signature)  
Water Right No(s). 8106

Christina A Smith Date: 3/19/24  
CHRISTINA A SMITH- Owner (Signature)  
Water Right No(s). 8106

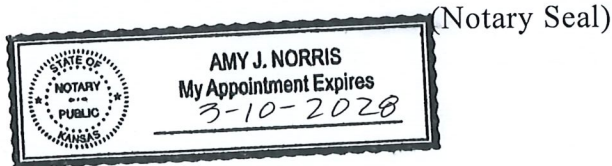
1354 W CURTIS ST, SCOTT CITY, KS 67871  
Full Mailing Address

ecsmith@PLD.com 620-214-1279  
Email Address Phone Number

**ACKNOWLEDGMENT OF NOTARY**

State of Kansas )  
County of Scott ) SS  
Acknowledged before me on 3-19-2024  
by Ernest L Smith & Christina A Smith  
Signature: Amy J Norris  
Notary Public

My commission expires: 3-10-2028



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.

Earl E Smith Trust Date: 3/26/24  
EARL E SMITH TRUST- Owner (Signature)  
Water Right No(s). 11204

Deborah Smith Trustee Date: 3-26-24  
DEBORAH SMITH TRUST- Owner (Signature)  
Water Right No(s). 11204

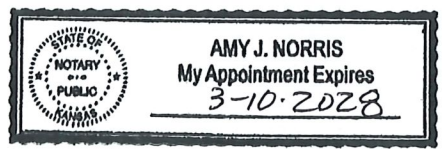
1303 E COUNTY RD M, MARIENTHAL, KS 67863  
Full Mailing Address

\_\_\_\_\_  
Email Address Phone Number

**ACKNOWLEDGMENT OF NOTARY**

State of Kansas )  
County of Scott ) SS  
Acknowledged before me on 3-26-2024  
by Carl E Smith + Deborah Smith, Trustees of Earl E Smith Trust  
Signature: Amy J Norris + Deborah Smith Trust  
Notary Public

Trustees of Earl E Smith Trust  
+ Deborah Smith Trust



My commission expires: 3-10-2028  
(Notary Seal)

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.

LUKE SMITH Date: \_\_\_\_\_  
LUKE SMITH Owner (Signature)  
Water Right No(s). 12001, 13402, & 13976

ERYKA SMITH Date: \_\_\_\_\_  
ERYKA SMITH Owner (Signature)  
Water Right No(s). 12001, 13402, & 13976

805 WEST N ST, LEOTI, KS 67861  
Full Mailing Address

\_\_\_\_\_  
Email Address Phone Number

**ACKNOWLEDGMENT OF NOTARY**

State of Kansas )  
 ) SS  
County of Scott )  
Acknowledged before me on March 22, 2024  
by Luke Smith + Eryka Smith.  
Signature: Andrea S. Rodriguez  
Notary Public



My commission expires: 12-8-2025  
(Notary Seal)

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.

Ruth Hovey Date: 3/20/24

RUTH HOVEY - Owner (Signature)  
Water Right No(s). 16257

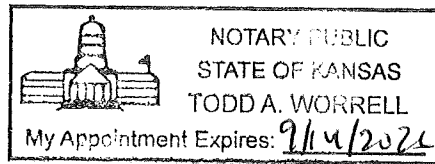
12444 S GALLERY ST, OLATHE, KS 66064-6096  
Full Mailing Address

RuthHovey@gmail.com 913-709-4642  
Email Address Phone Number

**ACKNOWLEDGMENT OF NOTARY**

State of Kansas )  
 ) SS  
County of Johnson )  
Acknowledged before me on 3/20/2024  
by Todd Worrell  
Signature: Todd A Worrell  
Notary Public

My commission expires: 9/14/2026  
(Notary Seal)



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.

Kathryn Owings Living Trust Date: 3/19/24  
KATHRYN OWINGS LIVING TRUST- Owner (Signature)  
Water Right No(s). 16257

1115 E 1200 RD, LAWRENCE, KS 66047  
Full Mailing Address

kathrynowings@gmail.com 785-434-6533  
Email Address Phone Number

**ACKNOWLEDGMENT OF NOTARY**

State of Kansas )  
 ) SS  
County of Douglas )  
Acknowledged before me on March 19<sup>th</sup> 2024  
by Grant Thelen  
Signature: [Signature]  
Notary Public



My commission expires: 7-10-27  
(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:

DONALD A & ELIZABETH SMITH  
1409 ELIZABETH ST,  
SCOTT CITY, KS 67871

CURTIS & JACQUELINE SCHEFFE  
209 ACORN COURT,  
ALEDO, TX 76008

ERNEST L & CHRISTINA A SMITH  
1354 W CURTIS ST,  
SCOTT CITY, KS 67871

EARL E 7 DEBORAH SMITH TRUST  
1303 E COUNTY RD M,  
MARIENTHAL, KS 67863

LUKE & ERYKA SMITH  
805 WEST N ST,  
LEOTI, KS 67861

RUTH HOVEY  
12444 S GALLERY ST,  
OLATHE, KS 66062-6096

KATHRYN OWINGS LIVING TRUST  
1115 E 1200 RD,  
LAWRENCE, KS 66047

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Kansas Department of Agriculture  
Staff Person

# Attachment A- North Lead WCA Geographic Boundaries

North LEAD WCA Map



**Attachment B- Summary of water rights with legal Descriptions**

<b>WR #</b>	<b>ID#</b>	<b>PDIV#</b>	<b>Location (Sect, Twn, Range)</b>
7151	1	44377	34-16s-35w
8106	2	31616	23-16s-36w
11204	2	11583	34-16s-35w
12001	1	44537	24-16s-37w
13402	1	44560	19-16s-36w
13976	3	46273	24-16s-37w
16257	3	32635	25-16s-35w
22622	5	37537	17-16s-36w
26246	4	38260	16-16s-36w



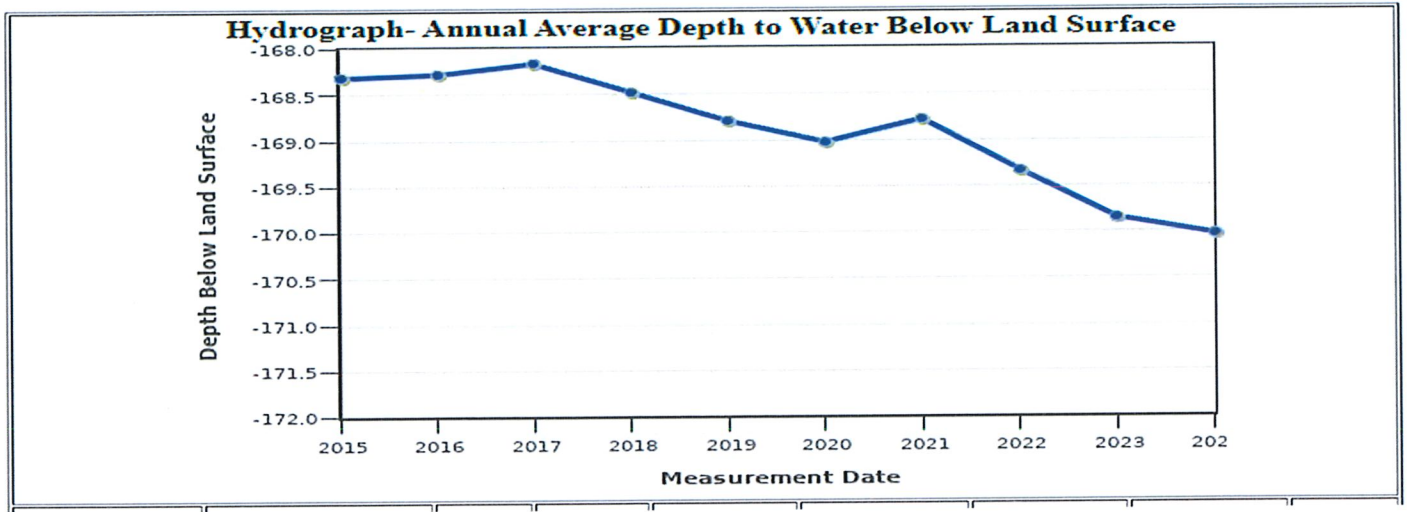
**Attachment C– Summary of recent historical use**

<b>Historical Use Summary</b>				
<b>2022 Annual Auth Qty (AF)</b>	<b>Legal Ave WU (AF)</b>	<b>Ave Irr Acres</b>	<b>Actual AI/Acre</b>	<b>% Use of Authorized</b>
2,761	814.653	1,205.40	8.11	30%

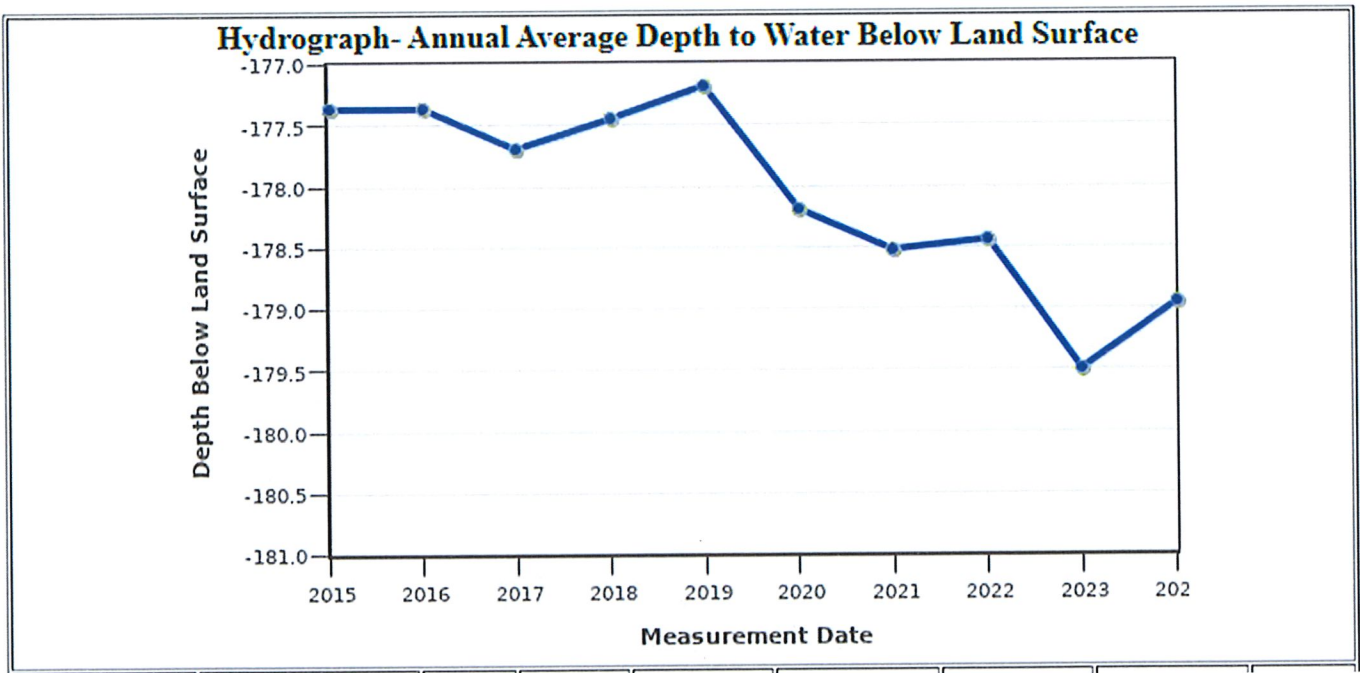
\*Total LEMA allocation of combined water rights: 3737.41 AF



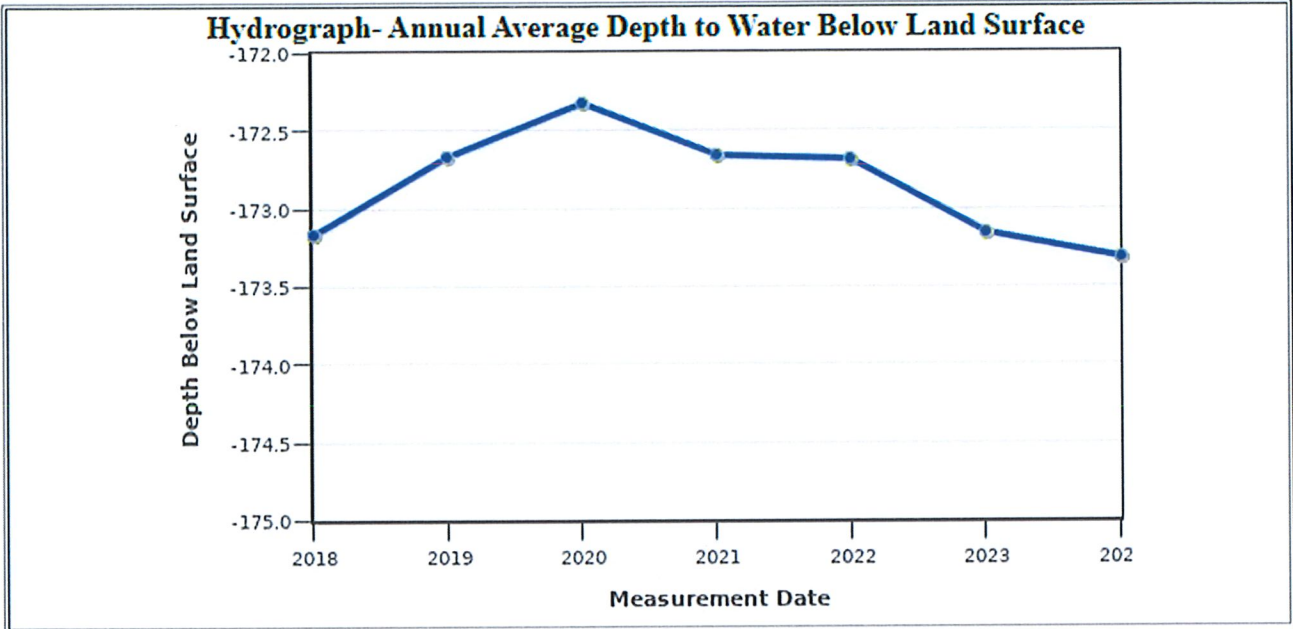
### Attachment E- KGS Observation Well Hydrograph 16S 35W 32ACB 02



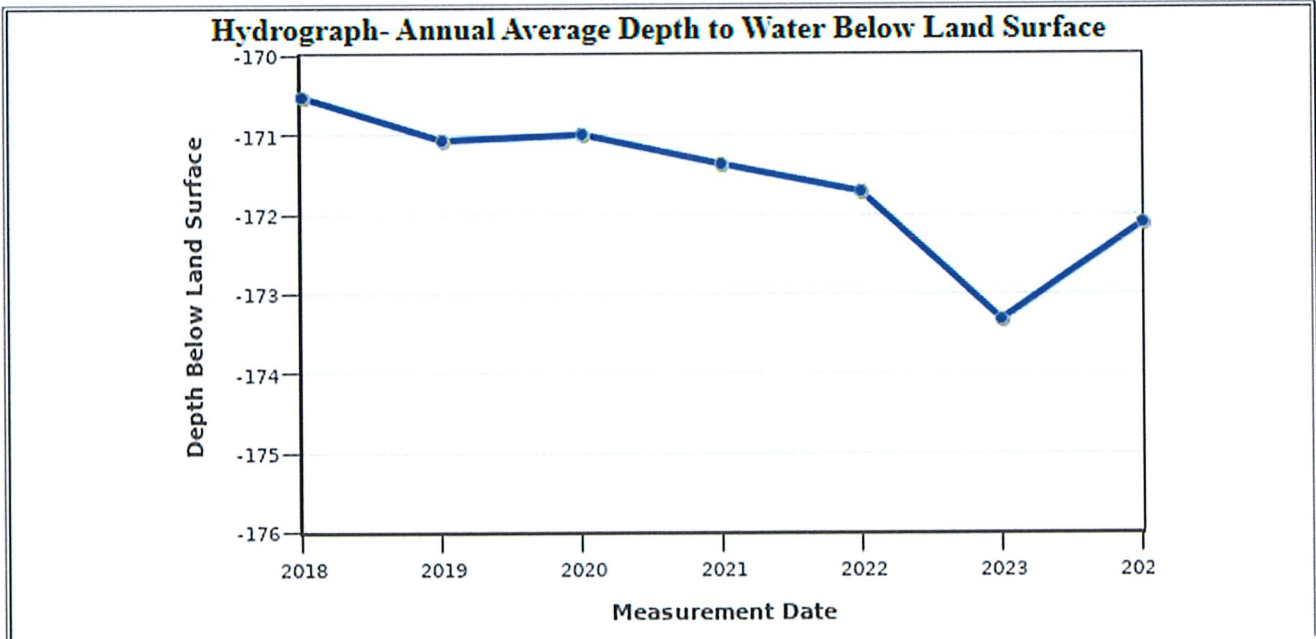
### 16S 37W 35ACC 01



**Attachment E (Continued)- KGS Observation Well Hydrograph**  
**16S 37W 24BCB 01**



**16S 35W 24CCC 02**



### Attachment E (Continued)- KGS Observation Well Hydrograph 16S 36W 27BBB 02

