

# **DIVISION OF CONSERVATION**

## **Programs Manual**

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# 1. Programs Overview

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## **Kansas Department of Agriculture, Division of Conservation**

The Kansas Department of Agriculture, Division of Conservation (DOC) works to protect and enhance Kansas' natural resources through the development, implementation, and maintenance of policies, guidelines, and programs designed to assist local governments and individuals in conserving the state's renewable resources.

The DOC was established in 2011 by an Executive Reorganization Order (ERO) signed by Governor Brownback. This ERO transitioned the State Conservation Commission into the DOC. The State Conservation Commission was established by the Kansas Legislature in 1937 to promote soil and water conservation. The SCC consists of nine members with an elected commissioner from each of the five conservation areas; two ex-officio members representing KSU Research and Extension; one appointed member representing the Kansas Department of Agriculture (KDA) and one appointed member representing the USDA, Natural Resources Conservation Service (NRCS).

**The DOC has the responsibility to administer the Conservation Districts Law (K.S.A. 2-1901 et seq.), the Watershed District Act (K.S.A. 24-1201 et seq.) and other statutes authorizing various programs. The agency budget is financed from the dedicated funding of the State Water Plan Special Revenue Fund, State General Fund, and fee funds.**

The division operates several subprograms that tie to the mission of the DOC and to many stated goals of the Kansas Water Plan. One of the goals of the DOC is to administer efficiently those subprograms that enhance and protect the state's natural resources. The agency pursues this goal by working with the 105 conservation districts and 88 organized watershed districts, other local, state, and federal entities.

## Introduction

The DOC, through the programs outlined in this manual, provides funds on a cost-sharing basis to assist landowners in the installation and implementation of soil and water conservation and pollution control practices. These practices are in the public interest and contribute to the protection and enhancement of water resources. Installation costs of these practices could exceed financial benefits accruing to the landowners and generally will create undue financial burden on landowners if no public assistance is provided.

All cost-share practices are required to be built to DOC Approved Standards and Specifications. These approved standards and specifications are based primarily on USDA, Natural Resources Conservation Service (NRCS) Field Office Technical Guide Standards and Specifications. County average cost is used as a basis for determining the amount of cost-share assistance earned.

The following programs administered by the DOC are included in this program manual. Other programs administered by the DOC can be found in separate documents and can be obtained by contacting the DOC.

- **Water Resources Cost-Share Program (WRCSP)**
- **Non-Point Source Pollution Control Program (NPSPCP)**
- **Riparian and Wetland Protection Program (RWPP)**

## Objectives of DOC Programs

1. Improve soil health and reduce soil erosion.
2. Reduce the consumptive use of groundwater to sustain and preserve agricultural, industrial, and municipal water supplies.
3. Protect federal reservoirs and other public water supplies from pollutants and siltation.
4. Reduce pollutants from agricultural runoff to achieve the Water Quality Standards and meet TMDLs.
5. Reduce flood damage.
6. Improve the health of wetlands and stream riparian areas.
7. Improve wildlife habitat

## **Administering Agencies**

1. The Kansas Department of Agriculture, Division of Conservation, (DOC) is responsible for the administrative rules, regulations, guidelines and procedures for the WRCSP, NPSPCP, RWPP and the Buffer Initiative. The DOC also approves landowner contracts and processes payments.
2. The Conservation Districts are responsible for implementing the program at the local level.
3. The USDA, Natural Resources Conservation Service (NRCS) provides technical assistance in design, layout, and certification of conservation practices.
4. Permits, as required, must be obtained by the landowner from the Kansas Department of Agriculture, Division of Water Resources, Kansas Department of Wildlife and Parks, and Kansas Department of Health and Environment, and the US Army Corps of Engineers.
5. Local Environmental Protection Program (LEPP) provides local environmental planning, development, administration and enforcement of local sanitary ordinances. LEPP personnel also site, design, and certify completion of on-site wastewater systems.
6. Other state and federal agencies may also provide a technical assistance role in the implementation of the NPSPC program. All practices must meet DOC approved standards and specifications.

## **Targeting and Prioritizing**

There are not enough public funds to address all the significant water resource concerns that exist in Kansas. The concept of targeting assumes that focusing resources to a specific geographic area increases the chances for measurable improvement. In addition to state targeting, the identification of local priority areas will also become more important, as a need exists to focus limited funds to areas of high value and or vulnerability. Locally, the identification of predominant natural resource concerns, prioritizing and targeting first those sources in critical areas that contribute the most to water resource impairment will become increasingly important. When a county does not have enough financial resources to achieve water resource concern objectives in a larger priority area, then targeting of sub-watersheds with practices of a high probability of success should be pursued. In order to maintain, and certainly to increase, State Water Plan Fund appropriations, our most appropriate strategy is to document the judicious means in which we distribute public funds as well as show measurable results.

As administrator of state cost-share programs, the DOC encourages all districts to prioritize and target financial assistance to the practice or area that would provide the highest water quality and/or water conservation benefit. The goal of cost-share administration is the effective and efficient expenditure of limited funds to improve and protect Kansas' water resources. Districts are encouraged NOT to provide financial assistance to landowners based on non-water resource improvement or protection criteria or directing cost-share to the most easily installed practice. A conservation districts system for prioritizing and targeting must be compatible with the Kansas Legislature, Kansas Water Plan, and DOC's goals.

## **Water Resources Cost-Share Program Overview**

The WRCSP evolved from the Kansas 208 Water Quality Management Plan, adopted and approved by the 1979 Legislature. The plan called for voluntary soil conservation measures and nutrient and pesticide management systems by land users for all agricultural areas of Kansas. These practices supplement resource management systems for sediment and erosion control and help achieve adequate water quality and quantity.

The WRCSP provides financial incentives to landowners for the establishment of conservation practices that reduce soil erosion, improve or protect water quality, and reduce the consumptive use of water supplies. The WRCSP addresses issues contained in the *Kansas Water Plan* Policy and Basin Sections. In addition, the WRCSP may address local concerns as identified by county conservation districts.

The WRCSP focuses on the following issues:

1. Water quality protection and restoration in watersheds designated for Total Maximum Daily Loads (TMDL).
2. Protection of public water supply lakes and groundwater sources.
3. Priority issues identified through the State Water Planning Process.
4. Improving irrigation delivery system efficiencies in targeted areas.
5. Conservation issues identified by county conservation districts.

## **Non-Point Source Pollution Control Program Overview**

The NPSPCP fund evolved from the *Kansas Water Plan*, adopted and approved by the 1985 Legislature. Statewide funding from the NPSPCF was made available in 1990. The plan originally called for voluntary soil conservation measures and nutrient and pesticide management systems by landowners. The Non-Point Source Pollution Control Program (NPSPCP) expanded to become a comprehensive voluntary program that provides technical and financial assistance for restoring and protecting surface and groundwater quality through the installation of pollution control measures/structures and through information and educational assistance.

Conservation districts receive funding from the DOC in the form of grants and financial assistance provided to landowners on a cost-share basis to implement a locally developed Non-Point Source Pollution Control Management Plan. The local plan addresses strategically planned and coordinated implementation of practices to protect and restore water quality. Strategic based planning efforts are completed by local citizens to define existing and potential NPS pollution problems, identify pollution control practices, implementation strategies, timelines and budgets. Locally developed NPS Management Plans define and prioritize problems within specific geographic and/or political boundaries.

The NPSPCP focuses on the following issues:

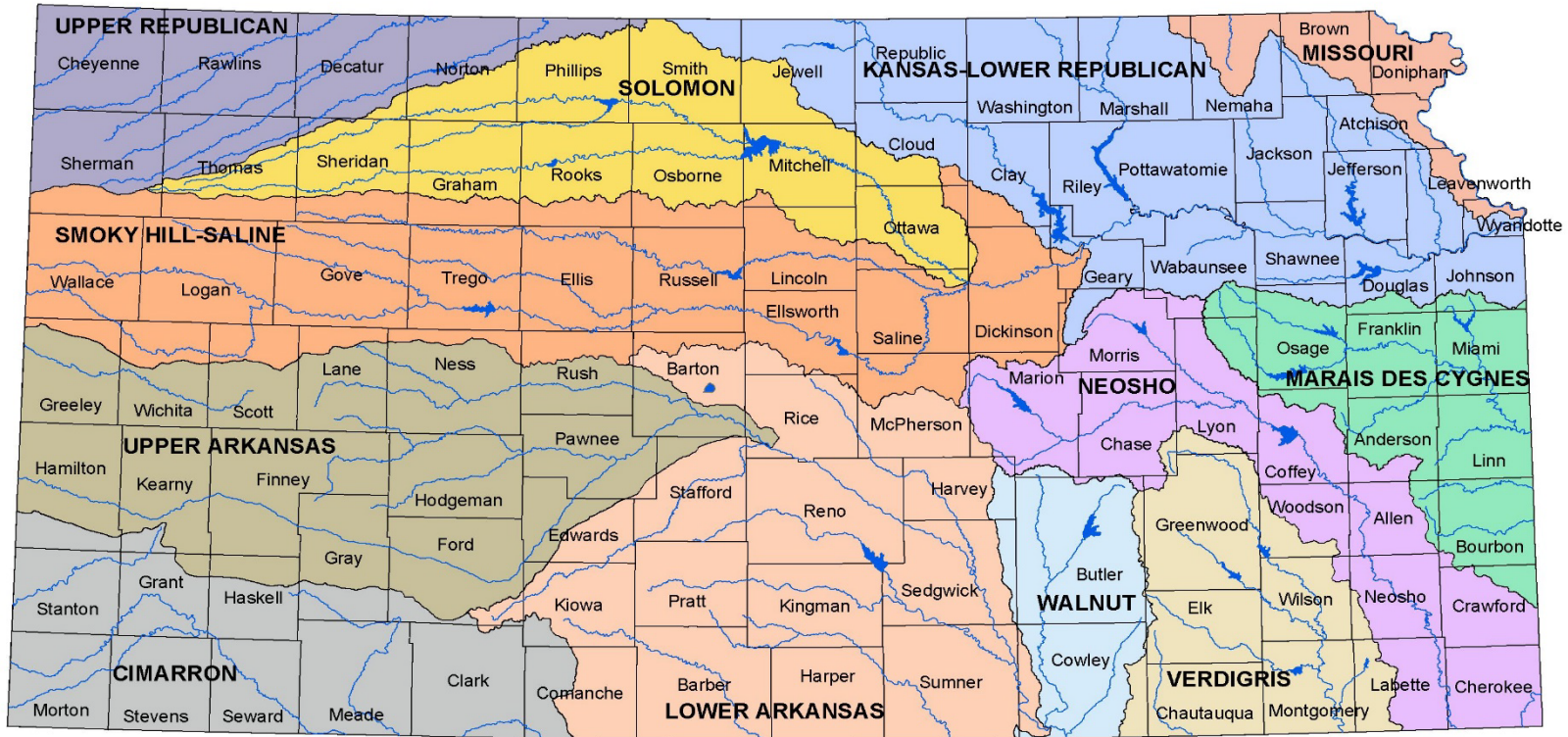
1. Water quality protection and restoration in watersheds designated for Total Maximum Daily Loads (TMDL).
2. Protection of public water supply lakes and groundwater sources.
3. Priority issues identified through the State Water Planning Process.
4. Information and Education activities targeted to youth and adults promoting water quality improvement practices.
5. Water Quality issues identified by county conservation districts.

### **Riparian and Wetland Protection Program Overview**

The program was developed through the *Kansas Water Plan* and authorized in 1989 by amending K.S.A 2-1915. A DOC Riparian and Wetland Protection Program Coordinator works with conservation districts and landowners to implement projects and carry out information programs. Several other federal, state, and private entities cooperate in the implementation of the program.

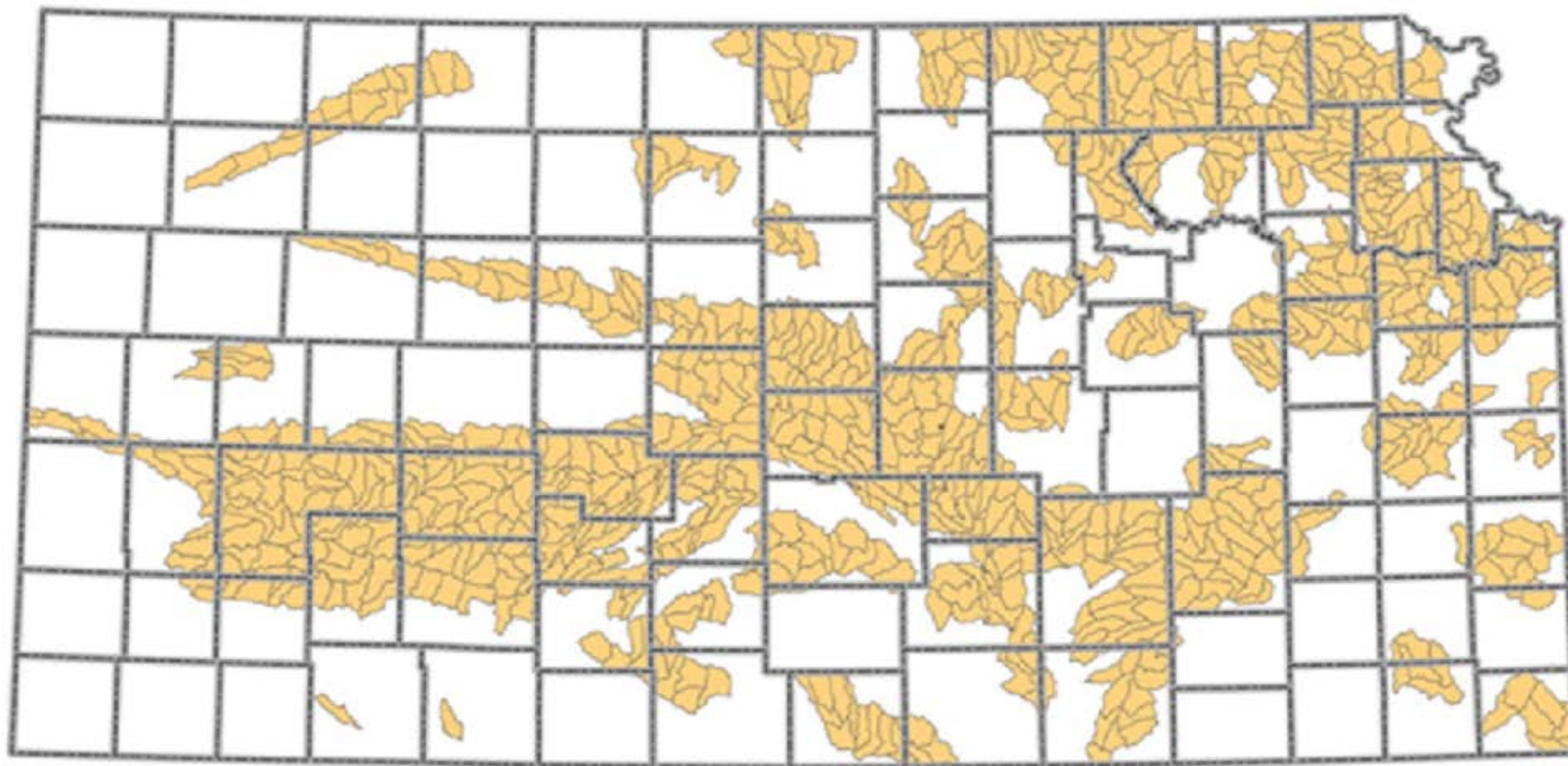
The goal of the Riparian and Wetland Protection Program (RWPP) is to protect, enhance, and restore riparian areas, wetlands, and associated habitats by providing technical, educational, and financial assistance to landowners and the public in general. Major objectives of the program are the design and installation of projects which demonstrate the effectiveness of riparian and wetland protection in terms of stream functions, water quality and wildlife benefits, and to increase the knowledge and awareness of landowners and the general public on the value and benefits of these natural areas.

## Major River Basins





**Kansas High Priority for Implementation TMDLs**



Kansas Department of Health and Environment, May, 2013





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## Introduction

This chapter contains general policies and procedures that must be followed, as well as guidelines to assist conservation districts in administering the state cost-share programs locally. This chapter applies to the Water Resources Cost-Share Program (WRCSP), Non-Point Source Pollution Control Program (NPSPCP), and Riparian and Wetland Protection Program (RWPP). However, individual chapters located within this Programs Manual may override and/or modify the guidance in this chapter. See Chapter 7 for the Kansas Sediment and Nutrient Reduction Initiative policies.

## General Program Policies

### Various Policies

1. The program year runs parallel to the state fiscal year, starting July 1 and ending June 30.
2. Programs shall be implemented in a consistent, equitable manner.
3. State cost-share programs provide financial assistance to eligible landowners for practices adopted by DOC. For nutrient management and soil health practices in the NPSPCP, operators are eligible to receive cost-share funds.
4. Landowner is defined as the person(s) or entity who owns the property as it appears on a land deed. It is recommended to verify property ownership with your local county Register of Deeds office. The following exceptions may apply:
  - a. In the case of certain government lease agreements, it shall be determined at the discretion of the DOC.
  - b. Person(s) purchasing property under a contract for deed. Purchaser(s) must provide the conservation district with a notarized Affidavit of Equitable Interest document showing that the property is being purchased under contract for deed.
5. No landowner or eligible applicant possessing land within the county shall be denied the opportunity for cost-share consideration during a conservation district sign-up period.
6. All public announcements and advertisements relating to the programs shall include a statement similar to the following: ***"Funding provided by the Kansas Department of Agriculture, Division of Conservation through appropriation from the State Water Plan Fund."***
7. A conservation district must have at least one sign-up period with a specified beginning and ending date. (See Chapter 3 for more information on sign-up periods.)
8. Following DOC approval of the Ranking Worksheet, Landowner Limit, and Project Limits shall remain constant for the implementation of the associated program year. (See Chapter 3 for more information.)

9. A landowner is eligible for the Landowner Limit and Project Limit for each cost-share program per program year.
10. A landowner owning land in multiple counties is eligible for the Landowner Limit and Project Limit for each cost-share program in each conservation district. However, this is not applicable to those following the provisions of the WRCSP Out of County Contracts.
11. On behalf of a landowner, a legal agent can sign the CS-3 Contract for Financial Assistance. A legal agent may include trustee, authorized corporation officer, and Durable Power of Attorney including those who have Durable Power of Attorney authorization at the Farm Service Agency. Obtain a copy of the Durable Power of Attorney or other legal documentation. The original signed CS-3 Contract for Financial Assistance must be retained in the contract file.
12. Practices must be installed and implemented according to DOC Approved Standards and Specifications before cost-share payment is made. DOC Approved Standards and Specifications include NRCS Standards and Specifications on practices when there is a NRCS practice code and other DOC adopted Standards and Specifications when there is no NRCS practice code such as on-site wastewater systems.
13. The payment rate, not to exceed the landowner actual cost, is used as a basis for determining the amount of cost-share funds earned. A landowner will not be reimbursed more than 100% of the landowner actual cost of eligible components for a project. Cost-share funds issued are also based upon availability of funds, Project Type Limit, and Landowner Limit.
14. Practice(s) under contract shall be maintained according to required maintenance procedures for 10 years, effective as of the Project Certification date.
15. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from the maintenance procedures.
16. If a cost-share request is for a practice on land that has previously received state cost-share, but for a different practice and the proposed new practice provides increased environmental benefits, it is eligible. If the previous cost-shared practice is 10 years or less and is destroyed, the landowner shall not be required to reimburse the State of Kansas.
17. When state funds are going to be used on practices which may impact National or State Historic sites or other cultural resource areas, approval must be obtained from the State Historic Preservation Office prior to DOC contract approval. Contact the DOC for more information.

### **WRCSP Out of County Contracts**

1. WRCSP contracts for which the legal description is located in an adjacent Kansas county may be submitted to the DOC for approval provided that:
  - a. Conservation district has policy to accept out of county contracts.

- b. The cost-share applicant participates in USDA programs through the NRCS or FSA office located in the county.
- c. The landowner applicant/contract has been coordinated with and consent given by the conservation district where the legal description is located.
- d. The landowner can only receive cost-share assistance from one conservation district.

## **Easement Agreements**

An easement is the right to use the land of another for a specific purpose. An easement is required when a practice must be partially installed (i.e. pipe or pond emergency spillway) on an adjoining landowner's property in order for it to be properly constructed and/or properly function. It is the responsibility of the landowner applicant to obtain a voluntary written easement agreement with the adjoining landowner, have it recorded at the county courthouse, and provide a copy to the conservation district before construction begins. The easement agreement shall allow for access to the construction site for designing, installation, maintenance, inspection (i.e. district, NRCS, DOC), and use of the practice.

## **Program Limitations**

1. The WRCSP, NPSPCP, and RWPP funds will only be used on eligible practices and components as specified in the *DOC Programs Manual* and the approved DOC CS-2 District Program.
2. The maximum amount of cost-share allowed per project is \$10,000. Exception may be granted by DOC.
3. The maximum landowner limit per program is \$15,000.
4. Funds shall not be used for cost-sharing on practices constructed prior to DOC approval. Exception may be granted by DOC.
5. All state cost-share funds shall be used for eligible practices applied to land within the state of Kansas.
6. Funds shall not be used for cost-sharing on the rebuilding of conservation practices, except WRCSP and NPSCSP provides exemptions for terraces and grassed waterways. (See Chapter 4 for specific practice criteria.)
7. State cost-share is only authorized once for the same practice on the same land, except for nutrient management and soil health practices. Terrace and grassed waterway restoration is allowed when meeting DOC established eligibility criteria. (See Chapter 4 for specific practice criteria.)
8. Funds shall not be used for land treatment practices applied to land known to be entering into a Conservation Reserve Program (CRP) contract or under contract except for certain practices. These practices are listed in the "Cost-Sharing on CRP Lands" information appearing later in this chapter.

9. Cost-share funds for a project cannot be split between multiple DOC programs. Exceptions may be granted by the DOC.
10. WRCSP and NPSPCP may be funded in conjunction with other land treatment programs, not to exceed 100% of the landowners actual cost of the project in the following situations:
  - a. State cost-share funds are used in combination with another (Non-DOC cost-share) program for the same or different practices. (Please indicate in the Contract Comments the amount paid by another land treatment program if providing cost-share assistance for the same practice(s).) The conservation districts project limit, landowner limit, and payment rate would still be applicable
11. If multiple practices are required for a project, the system is classified as one project. The \$10,000 maximum cost-share per project per program year policy does not allow splitting or segregation of practices into separate program years to bypass the policy. All practices required for a complete functioning system must be contracted in the same program year.

### **Optional Conservation District Policies**

Conservation districts implement the state cost-share programs according to the DOC policies and guidelines. In addition to those, the conservation district may consider the following when setting local district policy.

1. Invoice or Requiring Paid Receipts: A conservation district may process the Certification of Completion/Request for Payment after receiving the invoice/bill for the completed practice (and project certified complete) or require a paid receipt before processing the Certification of Completion/Request for Payment.
2. Practices on Cropped Land Converted from Grass: The following are example policy options a conservation district may consider for cost-share requests concerning practices to be installed on cropped land that was formally grass.
  - a. Not eligible.
  - b. Not eligible if Highly Erodible Land (HEL) designation.
  - c. Eligible if current landowner did not break it out.
  - d. Eligible if been broke out (*a certain number*) of years or longer.
  - e. Eligible, but receive lower priority on ranking worksheet.
3. Pond: A conservation district may consider the following pond policies:
  - a. Embankment type pond is only eligible when a pit pond would not be adequate.
  - b. Limit the number of ponds to approve each year.





5. If authorized, reserve supplemental funds will be allocated to high priority needs as determined by the State Water Plan and the DOC. These allocations may occur at any time throughout the program year.
6. Appropriated funds for cost-share assistance shall be allocated to conservation districts under different Fund Sources. Each funding source has specific requirements and restrictions related to its use.

## **WRCSP Fund Sources**

The WRCSP Fund Sources are entitled District Needs Allocation (DNA).

1. District Needs Allocation (DNA)
  - a. The DNA shall represent a portion of the total appropriation and will be allocated to all conservation districts. The total amount of the appropriation dedicated to the DNA will be recommended by the DOC and is subject to approval by the Governor and Legislature.
  - b. The approved DNA will be initially allocated to conservation districts based upon the following criteria:
    - i. Sixty percent of the DNA allocation will be equally divided among the conservation districts.
    - ii. Forty percent of the DNA allocation will be divided among the conservation districts based upon a point system using the following criteria:
      - (1) Non-federal rural acres: One point for each 100,000 acres over 200,000 acres within the district (point range from 1 to 6). Reference: Kansas Resource Inventory, 1982. USDA, NRCS.
      - (2) Water Quality: Point range from one for districts in low sedimentation areas up to six for those in high sedimentation areas. Reference: *Sediment Sources Map, 1980*. USDA, SCS.
      - (3) Water Quantity: Point range from one for districts in areas of high rainfall and significant surface water storage up to six for those in low rainfall, limited surface water storage, and depleting groundwater supplies. Reference: National Weather Service, Topeka, KS. Thirty-year rainfall average from 1950 to 1980.
  - c. Special allocations may be appropriated upon authorization by the DOC.

## **NPSPCP Fund Sources**

The NPSPCP Fund Sources are entitled Non-Point Source Pollution (NPS).

1. Non-Point Source Pollution (NPS) Allocation

- a. The NPS allocation shall represent a portion of the total appropriation and will be allocated to all conservation districts that have an approved NPS Management Plan and have requested NPS funds. The total amount of the appropriation dedicated to the NPS will be recommended by the DOC and is subject to approval by the Governor and Legislature.
- b. The approved NPS allocation will be initially allocated to conservation districts based upon the following criteria:
  - i. Sixty percent of the NPS allocation will be equally divided among the conservation districts.
  - ii. Forty percent of the NPS allocation will be divided among the conservation districts based upon a point system using the following criteria:
    - (1) Sensitive Groundwater Areas:
      - >50% of county 4 points
      - 25%-50% of county 3 points
      - 10%-25% of county 2 points
      - <10% of county 1 point
    - (2) Registered Stream Miles:
      - >300 miles 4 points
      - 200-300 miles 3 points
      - 100-200 miles 2 points
      - <100 miles 1 point
    - (3) Sourcewater Assessment Areas & Federal Reservoir Drainage (Wellhead Protection & Public Water Supply Lake Zones):
      - >50% of county 4 points
      - 25%-50% of county 3 points
      - 10%-25% of county 2 points
      - <10% of county 1 point
    - (4) Weighting Factor: (Normal Annual Precipitation Curves for Kansas) A district's total points will be multiplied by the following weighting factor:
      - <20 inches annual precipitation weighting factor of (1)
      - 10-30 inches annual precipitation weighting factor of (2)
      - >30 inches annual precipitation weighting factor of (3)

2. Special allocations may be appropriated upon authorization by the DOC.

**Reallocation of Funds**

- 1. Uncommitted conservation district funds may be cancelled late Fall or early Winter for possible reallocation of each Program Year.

2. A reallocation of uncommitted funds could occur during late Fall or early Winter of each Program Year
3. Conservation districts shall be notified of the official amount reallocated, if eligible.
4. Cost-share funds will be reallocated to eligible conservation districts as determined by the DOC.
5. Reallocation eligibility will be determined separately for each program and each fund source.

### **DOC Programs Audit**

Each year the DOC will audit a predetermined number of completed contracts. This audit is a standard review and is typically conducted every three years. Contracts will be reviewed with selected conservation districts at the district office and if warranted, the practice site. This review is performed to ensure the DOC required documentation is on file and the practice(s) are constructed and being maintained according to the DOC Approved Standards and Specifications. The DOC will contact the conservation district staff to make arrangements for the audit. These audits will consist of some or all of the following:

1. Contract and Supporting Documentation Review. See Chapter 3 for more information on documentation required in contract files.
2. Practice Eligibility Review.
3. Field Review of Practice (i.e. maintenance), if warranted.

### **Contract Discrepancies Resolution**

#### **Landowner Agreement Violations**

If a violation of the Landowner Agreement occurs, the conservation district shall implement the provisions of the Landowner Agreement by following the appropriate steps:

1. Contact landowner to inform him/her of findings.
2. If the violation can be corrected, provide the landowner a reasonable amount of time, as approved by the district board, to correct it. The DOC recommends 60 days.
3. When the landowner cannot or does not correct the violation within the time allotted, follow the appropriate steps according to the applicable situation:
  - a. If the CS-4 Certification of Completion/Request for Payment has not been submitted to DOC, submit contract cancellation to DOC.
  - b. If the CS-4 Certification of Completion/Request for Payment has been submitted to DOC, but the check (warrant) has not been issued to landowner, contact the DOC.

- c. If check has been issued, contact the DOC to verify if check has or has not been cashed.
  - i. If check has not been cashed, instruct landowner to mail check to conservation district office within 3 days. The conservation district mails check to DOC with a written explanation. If landowner appears to be uncooperative, immediately contact DOC so actions can be taken to cancel check.
  - ii. If check has been cashed provide reimbursement amount (see Reimbursement Schedule on next page), instruct landowner to make check payable to the "State of Kansas," and provide check to conservation district office within 10 days of notification. The conservation district mails check to DOC with a written explanation. The DOC recommends the conservation district provides written correspondence (certain situations may merit certified mail) to the landowner, whenever appropriate, to assist in documenting verbal conversations and/or actions taken.
    - (1) In the event a requested reimbursement is not voluntarily submitted to the state of Kansas, the DOC may place the name of the individual or entity involved into the State's Setoff Program. This program will garnish any state payment or grant issued to that individual or entity for the amount of the refund requested by the DOC. Any dollar amount paid back to the state of Kansas will be credited to the conservation district's current cost-share program.

Furthermore, the DOC may declare the landowner(s) ineligible for future cost-share funds if a practice is not maintained according to the DOC Approved Standards and Specifications.

A landowner/legal agent may appeal the decision of the district in regard to the Landowner Agreement. (See Landowner Appeal Procedure on page 2-13).

## Reimbursement Schedule

The following table shall be used when determining landowner cost-share reimbursement amount to the state of Kansas. The Project Certification date is used to determine the age of practice(s).

<u>Age of Practice</u>	<u>Reimbursement Rate</u>
Less than 6 years	100%
6 years	80%
7 years	60%
8 years	40%
9 years	20%
10 years	10%

## Payment Errors

The following is guidance when a discrepancy in unit measurements certified for payment and/or an error in payment computation has occurred.

1. If the conservation district finds the error, the conservation district notifies the DOC.

2. If the DOC finds the error, the DOC will notify the conservation district.
3. The DOC shall review the information and inform the conservation district of the conclusion.
4. If a reimbursement is due in the amount of \$100 or more, the conservation district shall instruct landowner to make check payable to the "State of Kansas" and mail check to conservation district office within 10 days. The conservation district mails check to DOC with a written explanation. It is optional for the conservation district to contact the landowner for reimbursement when amount is less than \$100.
5. If an amount is due to the landowner, a supplemental payment may be issued to the landowner, provided funds are available. Conservation districts must first utilize their uncommitted cost-share funds, if available, to issue a supplemental payment to the landowner. If a conservation district has expended all their cost-share funds, they should contact the DOC to inquire if funds are available. At that time, DOC will provide further instructions.
6. In the event a requested reimbursement is not voluntarily submitted to the State of Kansas, the DOC may place the name of the individual or entity involved into the State's Setoff Program. This program will garnish any State payment or grant issued to that individual or entity for the amount of the refund requested by the DOC.
7. Any dollar amount paid back to the state of Kansas will be credited to the conservation district's current program year.

### **Landowner Appeal Procedure**

The purpose of the Landowner Appeal Procedure is to provide landowners the opportunity to appeal a decision or adverse actions by the conservation district affecting the landowner's participation in state cost-share programs. The conservation district shall inform affected landowners of the appeal procedure on an as needed basis. The DOC recommends the conservation district provides written correspondence (certain situations may merit certified mail) to the landowner, whenever appropriate, to assist in documenting verbal conversations and/or actions taken.

1. A landowner or legal agent who is dissatisfied with the actions of the conservation district shall be encouraged to confer with the conservation district staff to discuss the matter further. If after this discussion the landowner remains dissatisfied, an appeal to the conservation district board may be made.
2. The appeal shall be in writing and submitted to the conservation district board within 21 business days (or as determined by district board) of the date the landowner was first notified of the conservation district's decision. The appeal shall contain a description of the situation and why the decision should be modified or reversed.
3. The conservation district board shall provide an opportunity for the landowner or designated representative to appear in person to present his/her case during the next scheduled board meeting.

4. The conservation district board shall review the appeal and inform the landowner in writing of its decision within 60 days of receiving the written appeal. The response shall contain the DOC address information and include the following:
  - a. If not satisfied with the outcome of the conservation district review, the landowner or legal agent may appeal to the DOC by filing a Petition for Reconsideration.
  - b. The Petition for Reconsideration shall be submitted in writing to the DOC within 30 days after receiving the district's decision on the appeal. The petition shall state why the decision for the district should be reviewed and why the decision should be modified or reversed.
5. The DOC shall notify the conservation district when a petition for reconsideration has been submitted.
6. The conservation district shall send DOC the reasons for the district board's decision and provide relevant documents.
7. The Petition for Reconsideration shall be reviewed by DOC and the SCC and the decision should be affirmed, modified, or reversed.
8. The landowner and conservation district shall be notified in writing of the final decision including the reason(s) for the determination within 14 days of the meeting.

## **Conservation District Request for DOC Exception**

### **Requesting an Exception**

In this Programs Manual, there are specific items that the DOC may grant an exception. The qualified items include the statement, "Exception may be granted by DOC." The following are the steps the conservation district follows when requesting an exception for those qualified items.

1. Conservation district board approves motion to request the exception.
2. Conservation district submits a letter to DOC requesting the exception including justification why the exception should be granted and supporting documents, if any.
3. The DOC will review the exception request and will render the decision.
4. The DOC will inform the conservation district office of its decision.

### **Maximum Amount of Cost-Share**

1. The Division of Conservation, on a per project basis, may grant an exception to the \$10,000 maximum amount of cost-share payment allowed per project or system. Exception evaluation shall be based on the following criteria:

- a. The project is in a State Water Plan priority area.
  - b. The value and vulnerability of the water resource. Project description should describe the use of the water and potential threats to the resource.
  - c. The other resource issues (wildlife, flooding, erosion, etc.) benefited by the project and to what degree.
  - d. A site evaluation conducted to document benefits.
2. The letter to the DOC shall include a narrative describing the specifics of the project, a copy of the existing contract, site appraisals, and any additional information justifying the request.
  3. If multiple practices are required for a project, the system is classified as one project. All practices required for a complete functioning system must be contracted in the same program years. The \$10,000 maximum cost-share per project per program year policy does not allow splitting or segregation of practices into separate program years to bypass the policy.

<h3><b>Cost-Sharing on Conservation Reserve Program (CRP) Lands</b></h3>
--

#### **General Policies**

1. DOC cost-share programs will not be used for practice implementation on land known to be entering into a CRP contract.
2. A conservation district has the option of determining what practices, if any, are cost-share eligible on CRP land that has an expired or terminated contract.
3. A conservation district has the option of offering landowners to request cost-share assistance to develop practices that will enhance the permanent vegetative cover and/or its grazing use by including water supplies and cross-fencing on CRP contracts expiring during the same calendar year in which the cost-share funds are being requested. Expired CRP contracts that have remained in grass are also eligible.
  - a. The following practices may be offered:
 

i. Fencing	Code No. 382
ii. Pipeline	Code No. 516
iii. Pond	Code No. 378
iv. Pumping Plant for Water Supply	Code No. 533
v. Spring Development	Code No. 574
vi. Watering Facility	Code No. 614
vii. Water Well	Code No. 642

Other practices may be approved by DOC on a case by case basis if they would enhance the permanent cover. See Chapter 4 for specific requirements and information for each practice and component.

- b. If practices such as a pond are implemented prior to the CRP contract expiring, the landowner shall consult the Farm Service Agency and the NRCS concerning changes needed in the CRP contract.
- c. The area must be fenced (perimeter) at time of practice completion.
- d. Conservation districts are to follow the same steps and use the same forms in addressing practices on CRP lands as they do in addressing traditional practices. Enter a notation on the contract in CSIMS using the "View/Enter Contract Comments" button indicating CRP contract number and CRP contract expiration date.
- e. If the landowner re-enters the CRP or enters a similar federal program within the 10 year period following the receipt of the cost-share, the landowner will be required to reimburse the State of Kansas the cost-share funds received on a pro-rated basis.

## **Disaster Cost-Share Funds**

### **General Policies**

The DOC in consultation with the SCC may authorize a Disaster Cost-Share Program when significant disaster events occur within the state. The purpose of the program is to provide state cost-share assistance to landowners that need to replace disaster event damaged or destroyed conservation practices.

### **Qualifying Disaster Events**

1. 25 year-24 hour rainfall event.
2. FSA Crop Disaster Declaration
3. Presidential Disaster Declaration.
4. Governor's Disaster Declaration.
5. KDA, DOC and SCC Disaster Declaration.
6. Other conservation district requests will be considered by the DOC in consultation with the SCC.



## **Eligible Practices**

1. Following a qualifying disaster event the DOC in consultation with the SCC selects which practices are eligible for disaster cost-share assistance.
2. Eligible practices: All cost-share practices offered by the DOC are eligible at the discretion of the DOC in consultation with the SCC.

## **Landowner Limits**

1. Not to exceed \$15,000.
2. District may set landowner limit by practice.

## **Prioritizing Applications**

1. SCC in consultation with the DOC shall prioritize practices before a sign-up begins.

## **Funding Source**

1. If available, a portion of the uncommitted statewide cost-share funds may be utilized.

## **Disaster Cost-Share Assistance Allocations**

The SCC in consultation with the DOC will designate districts eligible for disaster cost-share assistance funds when requested by a district. The DOC will then determine the amount of disaster cost-share funds to be allocated to the requesting district based on eligible applications. When a district allocation is official, a district may then begin the sign-up period.

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## Introduction

Prior to the beginning of each program year, the conservation district designates and publicizes a sign-up period to receive landowner requests for cost-share financial assistance. In May, the Kansas Department of Agriculture, Division of Conservation (DOC) notifies the conservation districts of the allocation for the upcoming program year via the CSIMS CS-1 District Allocation for the Water Resources Cost-Share Program (WRCSP) and Non-Point Source Pollution Control Program (NPSPCP). The allocation process is not applicable to the Riparian and Wetland Protection Program (RWPP).

The conservation district develops the local program project and landowner limits as well as the ranking worksheet for each program based on local conservation needs, completes the CS-2 District Program (project and landowner limits as well as the ranking worksheet for each program) in CSIMS, and submits for approval to the DOC. Following DOC approval of the CS-2, the conservation district ranks and approves accordingly the CS-3 Contracts for Financial Assistance and submits electronically via CSIMS to DOC for approval. The two actions, Contract Amendment and Contract Cancellation, are used when needed. After the conservation practice(s) is completed, the CS-4 Certification of Completion/ Request for Payment is submitted to the DOC.

This chapter contains the state cost-share program policies, procedures, and guidelines for the conservation district program that will be offered locally. See Chapter 2 for additional DOC policies. For instructions on entering the CS-2 District Program (project and landowner limits as well as the ranking worksheet for each program), CS-3 Contract for Financial Assistance, and CS-4 Certification of Completion/Request for Payment, see the *Cost-Share and Information Management System (CSIMS) User's Guide*.

## Important Dates

Each program year guidelines and policies are established by DOC in April and May. The following are important dates for the WRCSP, NPSPCP, and RWPP.

### **Late Fall or early Winter**

Current program year funds not under contract (uncommitted balances) may be cancelled either late Fall or early Winter the date to be determined by the DOC.

### **May**

DOC notifies conservation districts that the new program year allocations are posted in CSIMS on the CS-1 District Allocation Report. (Not applicable to the RWPP.) Districts must electronically submit a CS-2 District Program for each cost-share program and submit a ranking worksheet to be used in ranking requests.

### **Fiscal Year-End Processing**

End of current program year will be determined by the DOC. The current program year contracts should be completed, cancelled, or paid. Contracts eligible for encumbering will be determined by the DOC.



have multiple sign-up periods during the program year.

The sign-up period(s) and other relevant program information shall be publicized countywide with a statement included similar to the following: "Funding provided by the Kansas Department of Agriculture, Division of Conservation through appropriation from the State Water Plan Fund." No landowner possessing land within the county shall be denied the opportunity for financial assistance consideration during a conservation district sign-up period. See Example News Release announcing a cost-share sign-up appearing later in this chapter.

In addition to the mandated one sign-up period, the following are example options a conservation district may consider for receiving cost-share requests.

1. Have two designated sign-up periods with specified allocations. The first sign-up period would be for practices to be completed in summer and fall. The second sign-up period (some time before December 1) would be for practices to be completed in winter and spring.
2. If cost-share funds are still available after the contracts are approved (following the close of the designated sign-up period), have an additional sign-up period.
3. If cost-share funds are still available after initial sign-up (following the close of the designated sign-up period), a district employee may submit eligible cost-share requests as received.

## **Ranking Worksheet**

1. The purpose of the ranking worksheet is to objectively identify the top ranked conservation projects that have the most impact on improving water quality/quantity and/or preventing soil erosion.
2. The conservation district shall develop a ranking worksheet to rank requests for cost-share that fall under the WRCSP and the NPSPCP. The ranking worksheet is required to be developed in CSIMS.
3. The ranking criteria established by the conservation district must improve and protect the quality/quantity of water. Focusing on targeted watershed areas above public water source, soil saved, and proximity to receiving water body will achieve improvement and protection. Additionally, ranking by practices may be included along with other criteria. In lieu of including criteria that "penalizes" those who failed to complete a cost-share contract in the past, a more equitable solution is to use the CSIMS Project Completion Date feature to assist in assuring contracts are completed in a timely manner. This feature is explained in more detail later in this chapter under CS-3 Guidelines.
4. The conservation district board must approve the ranking worksheet.
5. The district submits the ranking worksheet electronically to the DOC for approval when submitting the CS-2 in CSIMS.
6. As requests for cost-share are made, the conservation district should evaluate the proposed practices and verify eligibility. On-site visits by technical personnel and/or board members are encouraged.

7. After the close of the designated sign-up period, eligible projects that rank the highest, based on the ranking worksheets, will be the contracts submitted in ranking order for approval by the DOC in CSIMS.

## **CS-2 District Program**

Prior to developing the CS-2, the conservation district should identify and prioritize local conservation needs in order to have a better understanding of the land treatment needs existing in the county. The following are policies and guidelines to assist the conservation district board and staff in establishing the CS-2 District Program.

1. Under DOC policy, the district program including DOC Cost List (Developed by the DOC), Landowner Limit, and Project Limits shall be established for use during the complete program year (July 1 - June 30).
2. All practices and components from the DOC Cost List will be offered in every county. See Chapter 4 for specific information on each practice.
3. The DOC shall develop a practice cost list to be used by all counties. The practice cost list is developed NRCS practice cost data.
4. The conservation district shall establish a district Landowner Limit not to exceed \$15,000 per program. "Landowner," as the term applies to the state cost-share programs, shall be defined as "a person or group of persons owning property." Under this definition, a person jointly owning land with others could also receive the district landowner limit on another property as an individual landowner.
5. The conservation district must also establish a district Project Limit for each Project Type other than OSW, which must be equal to or less than the district Landowner Limit.

Landowner Limit and Project Limit scenario example:

- The district Landowner Limit is \$15,000. The district Project Limit for PRM project type is \$5,000 and district Project Limit for RAP project type is \$3,500.
- A landowner is approved \$4,000 in cost-share for a pond under the PRM project type.
- Same landowner is approved for fencing under the PRM project type with the estimated cost-share being \$2,000. However, the district can only approve \$1,000 cost-share for this contract, because the district Project Limit is \$5,000.
- Same landowner is approved for a riparian forest buffer under the RAP project type for \$2,500.
- Same landowner may be approved for another practice(s) under RAP up to \$1,000 due to the \$3,500 RAP Project Limit.

- Same landowner may be approved for additional practice(s) under a different project type (other than PRM and RAP) totaling up to the district Project Limit or Landowner Limit of \$10,000, whichever is less.
6. Project types in WRCSP and NPSPCP are required to have the same project limits.
  7. The conservation district board approves the Landowner Limit, and Project Limits. The final approval should not take place until after the CS-1 District Allocation Report has been posted in CSIMS, and program revisions for the new program year has been received and reviewed.
  8. The conservation district board designates authorized district representative(s) (supervisors and/or employees of the district) to process and electronically submit the CS-2 District Program Report and cost-share contracts (CS-3 Contract for Financial Assistance) to DOC. Authorization must be made by an official board action.
  9. The conservation district completes the CS-2 District Program in CSIMS and electronically submits to the DOC for approval. The ranking worksheet must be completed in CSIMS prior to submitting the CS-2.
  10. Following DOC approval of the CS-2 and ranking worksheet, the district will be authorized to begin ranking/contract transactions.
  11. Once the DOC approves the CS-2 District Program Report, the Landowner Limit, and Project Limits shall remain constant for the implementation of the associated program year.

<b>CS-3 Contract for Financial Assistance Procedures</b>
--

**Introduction**

The Contract for Financial Assistance will be referred to as either CS-3 or contract. Contract amendments and cancellations are submitted to the DOC for approval as needed and are explained later in this chapter.

The contract is between a landowner and DOC. The contract document signed by the landowner consists of Parts I. - IV. When the DOC approves the contract and is signed by the landowner, the contract obligates the landowner to fulfill all requirements. This includes completing the construction or implementation of the practice in accordance with DOC approved policies. The DOC is obligated to pay the agreed upon cost-share to the landowner after practice completion. The practice must be certified by a qualified representative indicating the practice was completed according to all DOC requirements. The landowner is required to maintain the practice according to DOC required maintenance procedures.

**CS-3 Guidelines**

1. After the close of the designated sign-up period, all eligible projects ranking worksheets are entered in CSIMS, ranking issued, and contracts generated for approval by DOC.
2. Contracts should be approved for the Total Estimated Cost Share amount up to the Project Limit and Landowner Limit.



3. The Project Completion Date is a required field when entering a contract in CSIMS. It is recommended to establish a completion date of 90 days from DOC contract approval. The contract completion date set by the conservation district shall not exceed **May 1<sup>st</sup>** of the program year. The conservation district is responsible to monitor the Project Completion Date. If the contract is not completed by the date set, then the contract should be cancelled. The conservation district also has the option to extend the Project Completion Date if there is a legitimate reason why the contract has not been completed but no contract can be extended past May 1<sup>st</sup>. The conservation district should take official board action to extend the Project Completion Date followed by notification to the landowner. (No need to inform DOC when extending the Project Completion Date, however it may be noted in the "View/Enter Contract Comments" section of the contract in CSIMS.) The completion date and completion date extensions set by the conservation district should be reasonable and factors such as landowner input, weather conditions, engineer/contractor availability, and seeding dates should be taken into consideration. Furthermore, properly using the Project Completion Date feature will assist in avoiding losing cost-share funds due to contracts not being completed before the DOC cancellation date. The landowner must be provided the Practice and Project Information page of the contract which includes the Project Completion Date and it should be explained thoroughly to the applicant.
4. A project must include all eligible practice units and component units on the contract even if payment amount will exceed project type and/or landowner limit.
5. Multiple practices (having same Project Type) are allowed on a contract when the practices will be completed at the same time. If the practices will not likely be completed at the same time, an additional contract must be submitted for each practice that will be completed separately.
6. Cost-share funds for a project cannot be split between multiple DOC programs. Exception may be granted by DOC.
7. Once the CS-2 has been approved by DOC and ranking has been issued, districts may electronically submit a CS-3 for approval on or after July 1.
8. After the CS-3 is approved by DOC, the conservation district prints and makes arrangements to obtain landowner signature(s). (Three Example Letters, each illustrating a different project scenario, to request landowner signatures via mail are included later in this chapter.)
9. The landowner agreement provisions are contained in "Part IV. - Landowner Agreement," of the Contract for Financial Assistance.
10. There are several versions of Landowner Agreements and CSIMS selects the appropriate one based on the project. (Example Landowner Agreements are included later in this chapter.)
11. The landowner(s) should review the entire contract and must sign in the space provided in Part IV. An original signature is required on the contract; a photocopy, faxed, and/or scanned copy is not acceptable.
12. A legal agent may sign the contract on behalf of the landowner. When this occurs, the

signature line should be completed with the legal agent signature, and appropriate title i.e., “P.O.A.” or “trustee.” A Durable Power of Attorney through the Farm Service Agency (FSA), NRCS, or other legal P.O.A. qualifies for state cost-share programs.

13. Provide a copy of the signed CS-3 to the landowner(s).
14. Following DOC approval of the contract and the signing by the landowner(s), the project may be started.
15. Each CS-3 approved by the DOC must be reported to the supervisors at the next board meeting and be included in the minutes. Be mindful of personal identifiable information. Use contract numbers, rather than name, approved amount, project type and completion date.
16. The contract period for all cost-share contracts is from date of contract approval by DOC until May 1<sup>st</sup>. At the discretion of the DOC, contracts may be extended beyond May 1<sup>st</sup>.

### **Change in Ownership**

When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.

<b>Request for Contract Amendment Procedures</b>
--

1. A contract amendment is required to revise an approved contract (CS-3) for the following situations:
  - a. To change land identification information.
  - b. To change the Unit of Measurement for a Practice and/or Component.
  - c. To add and/or delete Component(s).
  - d. To change Project Information.
2. A contract amendment is **not** allowed to revise an approved contract for the following situations:
  - a. To change landowner information and ownership.
  - b. To change to a different practice.
  - c. To add an additional practice.

If these previous situations occur within the current program year, they can be handled by cancelling the contract and submitting a new contract to DOC for approval.

### **Request for Contract Cancellation Procedures**

1. All uncompleted current program year contracts shall be submitted for cancellation subject to the cancellation policy determined by DOC during the program year. Cancellation shall be completed by the conservation district.
2. The landowner may request in writing the conservation district to cancel an uncompleted contract.
3. An uncompleted contract may be cancelled before May 1<sup>st</sup> when the contract completion date set by the conservation district has expired.
4. When the land associated with the contract sells before practice is completed, the contract must be cancelled (for current fiscal year). Contact DOC for guidance on encumbered contracts.
5. The recommendation to request cancellation of an approved contract should be the result of official board action duly recorded in the minutes of the board of supervisors' regular meeting.
6. The conservation district electronically submits the contract for cancellation to DOC for approval.
7. The district shall provide a copy of the contract cancellation to the landowner/legal agent and retain one copy for the official Contract File.

### **CS-4 Certification of Completion/Request for Payment Procedures**

1. The cost-share Certification of Completion/Request for Payment will be referred to as either CS-4 or contract payment.
2. After project completion, the landowner submits the invoices, receipts, or other documentation verifying cost of practice(s) to the conservation district.
3. Following verification by qualified representative that the practice(s) meet DOC Approved Standards and Specifications, the conservation district electronically submits a CS-4 to DOC for approval.
4. The CS-4s approved by the DOC must be reported to the supervisors at the next board meeting and be included in the minutes. Be mindful of personal identifiable information. Use contract numbers, rather than name, payment amount, and project type.

5. Upon DOC approval of the CS-4, the check (warrant) will electronically be processed and mailed to the landowner.
6. Conservation district prints the CS-4.
7. The district is responsible to mail a copy of the approved CS-4 to the landowner, legal agent, and/or other designated individuals. (An Example Letter notifying landowner of impending payment, along with a copy of the CS-4 is included later in this chapter).
8. If a check is not received by a landowner/legal agent, contact DOC office immediately.
9. If an individual owes debt to the state of Kansas, the warrant amount will be reduced by the amount owed. The landowner will receive a letter from the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts & Reports indicating the creditor agency, the amount of the setoff and the contact information.
10. A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the state of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.

### **End of Year Procedures for Current Program Year**

1. Cost-share funds not under contract (uncommitted balances) will be cancelled at year-end by a date determined by the DOC.
2. A contract cancellation shall be electronically submitted to DOC for projects that have not begun construction by May 1<sup>st</sup>, unless DOC has extended the date.

**Note: It is the responsibility of the conservation district to electronically submit a Request for Contract Cancellation to the DOC.**

### **Encumbered Contracts**

1. Contracts that have been approved and are eligible to remain in contract approved status beyond the current program year, are referred to as encumbered contracts.
2. Encumbered contracts are not subject to the cancellation/reallocation of funds that occurs with the current program year contracts.
3. New contracts cannot be approved utilizing these funds.
4. If the encumbered contract is not completed within one year after being encumbered, the conservation district must submit a contract cancellation to DOC, unless an extension has been granted by the DOC.
5. An encumbered year contract can't be amended to increase the total cost-share amount requested at the time of encumbering.

6. An amendment is not allowed when a change of ownership occurs on an encumbered contract. When a change of ownership occurs, the encumbered contract must be cancelled, and a new contract submitted utilizing current fiscal year funds. Contact DOC for guidance.

## **Cost-Share Documents Filing Procedures**

Beginning with Fiscal Year 2004, the conservation districts will be responsible for maintaining the original state cost-share contracts and related documents, referred to as "Contract Files." These filing procedures apply to the WRCSP, NPSPCP, and RWPP. It is imperative that these files are complete and well organized. These files are subject to a DOC Programs Audit conducted by DOC field personnel. This audit is a standard review and is typically conducted every three years. Do not commingle the Contract Files with NRCS plan folders. Document copies may be placed in NRCS folders if desired. Other relevant documents not covered in these filing procedures may be added at district discretion.

The Contract File must be retained by the conservation district for a minimum of 10 years from the payment date following the project completion. The following are the mandatory filing procedures for the Contract Files maintained at the conservation district office.

Choose Option 1 or 2 for the storage method for the state cost-share documents that works best in your office.

### **Option 1** (DOC preferred)

- Set up three-ring binder(s) for each fiscal year. Multiple state programs may be combined in the same binder, if space is available. Program dividers are recommended.
- For each contract number, it is recommended to have a divider labeled with the primary landowner name and contract number.
- Place Contract Files in alphabetical order by landowner name.

### **Option 2**

- Set up file folders (two hole fasteners recommended) for each contract number and label with the primary landowner name and contract number.
- File contract folders in alphabetical order grouped separately for each state cost-share program.

In the front of each cost-share program section (in any order) place the:

- CS-1 District Allocation Report.
- C-2 District Program Report.
- Ranking worksheet(s) the conservation district will use to rank cost-share requests.
- County Ledger Report.

Develop each Contract File in the following order (going from back to front). It is recommended to use the Contract Status/File Information Cover Sheet.

<b><u>Applicable Practice Code(s)</u></b>	<b><u>Item</u></b>
ALL	Copy of aerial photo map of property.
ALL, except RWPP	District's ranking worksheet.
110	Copy of On-Site Wastewater System permit from local county health department, if available.
110	Cost-Share Eligibility Worksheet, Location Criteria for Failing On-Site Wastewater Systems.
314, 378, 382, 516, 528, 533, 574, 614, 642	State Cost-Share Program Grazing Management Plan.
351	Well Plugging Worksheet.
ALL	Original signed CS-3 Contract for Financial Assistance.
ALL	Copies of any correspondence to or from contract file, i.e. contract cover letters, file in sequence.
ALL	Amended CS-3 Contract for Financial Assistance, when applicable.
ALL	Cancelled CS-3 Contract for Financial Assistance, when applicable.
ALL, except 110	Documentation verifying installed quantities, i.e., copy of NRCS Design Field Sheet or other form of signed checkout documentation.
351	Copy of Water Well Plugging Record, WWC-5P.
110	DOC Certification Form signed by county sanitarian.
ALL	Copy of bill(s).
ALL	Original CS-4 Certification of Completion/Request for Payment.

Contract No. \_\_\_\_\_

<b>Water Resources Cost-Share Program</b> <b>Contract Status/File Information Cover Sheet</b>
--

Landowner(s) Name \_\_\_\_\_

Approved Practice(s) \_\_\_\_\_

Date Approved By District Board \_\_\_\_\_

Date Staked Out \_\_\_\_\_

Date Checked Out \_\_\_\_\_

Date Received Contractor's Bill \_\_\_\_\_

Date CS-4 Payment Submitted \_\_\_\_\_

**FILE CHECK-LIST**

	Aerial Photo of Property
	Ranking Worksheet
	Irrigation Water Right Certification
	Durable Power of Attorney, when applicable
	DOC Forage Balance Estimate Worksheet
	NRCS Brush Management Plan
	Original signed CS-3 Contract for Financial Assistance
	Copies of any correspondence to or from landowner
	Amended CS-3 Contract for Financial Assistance, when applicable
	Cancelled CS-3 Contract for Financial Assistance, when applicable
	Copy of signed and dated NRCS check-out field sheet verifying installed quantities
	Copy of bill(s)
	Original signed CS-4 Certification of Completion/Request for Payment

Note: Items in gray are specific to a project type.

**Non-Point Source Pollution Control Program  
Contract Status/File Information Cover Sheet**

Landowner(s) Name \_\_\_\_\_

Approved Practice(s) \_\_\_\_\_

Date Approved By District Board \_\_\_\_\_

Date Staked Out \_\_\_\_\_

Date Checked Out \_\_\_\_\_

Date Received Contractor's Bill \_\_\_\_\_

Date CS-4 Payment Submitted \_\_\_\_\_

**FILE CHECK-LIST**

√	Aerial Photo of Property	√
	Ranking Worksheet	
	Copy of County On-Site Wastewater Permit	
	OSW Cost-Share Eligibility Worksheet	
	DOC Forage Balance Estimate Worksheet	
	NRCS Brush Management Plan	
	Well Plugging Worksheet	
	Original signed CS-3 Contract for Financial Assistance	
	Copies of any correspondence to or from landowners	
	Amended CS-3 Contract for Financial Assistance, when applicable	
	Cancelled CS-3 Contract for Financial Assistance, when applicable	
	Copy of signed and dated NRCS check-out field sheet verifying installed quantities	
	Copy of Water Well Plugging Record, WWC-5P	
	Verification of installed quantities for OSW	
	Copy of bill(s)	
	Original signed CS-4 Certification of Completion/Request for Payment	

Note: Items in gray are specific to a project type.



## Eligible Conservation Practices WR and NPS

<u>Code</u>	<u>Practice</u>	<u>Project Types</u>	<u>Notes</u>
110	On-Site Wastewater System	OSW	NPS Only
314	Brush Management	PRM	
315	Herbaceous Weed Treatment	PRM	
328	Conservation Crop Rotation	ESC	
329	Residue and Tillage Management, No Till	ESC, SH	
332	Contour Buffer Strips	ESC	
338	Prescribed Burning	PRM, RAP	
340	Cover Crop	SH	
342	Critical Area Planting	ESC	Must be in conjunction with code 412 - Grassed Waterway or 600 - Terrace
350	Sediment Basin	ESC	
351	Well Decommissioning	AWP	
362	Diversion	ESC	
378	Pond	PRM, RAP	
380	Windbreak/Shelterbelt Establishment and Renovation	ESC, RAP	
381	Silvopasture	PRM	
382t	Temporary Fence	SH	Livestock grazing on cropland only
382	Fence	PRM, RAP	
384	Woody Residue Treatment	PRM	
391	Riparian Forest Buffer	ESC, RAP	
393	Filter Strip	ESC	
410	Grade Stabilization Structure	ESC	
412	Grassed Waterway	ESC	
412r	Grassed Waterway Rebuild	ESC	
441	Irrigation System, Microirrigation	ESC, RAP	Must be in conjunction with code 380 - Windbreak/Shelterbelt Establishment and Renovation, 391 - Riparian Forest Buffer or 666 - Forest Stand Improvement
442	Sprinkler System	IWC	
449	Irrigation Water Management	IWC	
472	Access Control	RAP	
484	Mulching	ESC, RAP	
490	Tree/Shrub Site Preparation	ESC, RAP	Must be in conjunction with code 380 - Windbreak/Shelterbelt Establishment and Renovation, 391 - Riparian Forest Buffer or 666 - Forest Stand Improvement
512	Pasture and Hay Planting	PRM	
516	Livestock Pipeline	PRM, RAP, SH	
520	Pond Sealing or Lining, Compacted Soil Treatment	PRM, RAP	Must be in conjunction with code 378 - Pond
528	Prescribed Grazing	PRM	
533	Pumping Plant	PRM, RAP, SH	Must be in conjunction with codes 378 - Pond, 574 - Spring Development or 642 - Water Well

<u>Code</u>	<u>Practice</u>	<u>Project Types</u>	<u>Notes</u>
550	Range Planting	PRM	
561	Heavy Use Area Protection	PRM, RAP	Must be in conjunction with codes 378 - Pond, 574 - Spring Development, 614 - Watering Facility or 642 - Water Well
574	Spring Development	PRM, RAP	
590	Nutrient Management	NM	
600	Terrace	ESC	
600r	Terrace Rebuild	ESC	
614	Watering Facility	PRM, RAP, SH	Must be in conjunction with codes 378 - Pond, 574 - Spring Development or 642 - Water Well
620	Underground Outlet	ESC	
638	Water and Sediment Control Basin	ESC	
642	Water Well	PRM, RAP, SH	
650	Windbreak/Shelterbelt Renovation	ESC, RAP	Must be in conjunction with code 380 - Windbreak/Shelterbelt Establishment and Renovation
656	Constructed Wetland	WDR	
657	Wetland Restoration	WDR	
659	Wetland Enhancement	WDR	
666	Forest Stand Improvement	ESC, RAP	
805	Amending Soil Properties with Lime	NM	Must be in conjunction with code 590 - Nutrient Management

Program eligibility, specific guidelines, procedures, and policies for each practice are contained in Chapter 4.

## NPS and WRCSP Project Types

### **Abandoned Water Well Plugging (AWP)**

WELL DECOMMISSIONING (CODE 351)

### **Erosion/Sediment Control (ESC)**

CONSERVATION CROP ROTATION (CODE 328)  
 RESIDUE AND TILLAGE MANGT., NO TILL (CODE 329)  
 CONTOUR BUFFER STRIPS (CODE 332)  
 CRITICAL AREA PLANTING (CODE 342)  
 DIVERSION (CODE 362)  
 FILTER STRIP (CODE 393)  
 FOREST STAND IMPROVEMENT (CODE 666)  
 GRADE STABILIZATION STRUCTURE (CODE 410)  
 GRASSED WATERWAY (CODE 412)  
 GRASSED WATERWAY REBUILD (CODE 412r)  
 IRRIGATION SYSTEM, MICROIRRIGATION (CODE 441)  
 MULCHING (CODE 484)  
 RIPARIAN FOREST BUFFER (CODE 391)  
 SEDIMENT BASIN (CODE 350)  
 TERRACE (CODE 600)  
 TERRACE RESTORATION (CODE 600r)  
 TREE/SHRUB SITE PREPARATION (CODE 490)  
 UNDERGROUND OUTLET (CODE 620)  
 WATER & SEDIMENT CONTROL BASIN (CODE 638)  
 WINDBREAK/SHELTERBELT  
   ESTABLISHMENT AND RENOVATION (CODE 380)  
 WINDBREAK/SHELTERBELT RENOVATION (CODE 650)

### **Irrigation and Water Conservation (IWC)**

SPRINKLER SYSTEM (CODE 442)  
 IRRIGATION WATER MANAGEMENT (CODE 449)

### **Nutrient Management (NM)**

AMENDING SOIL PROPERTIES WITH LIME (CODE 805)  
 NUTRIENT MANAGEMENT (CODE 590)

### **On-Site Wastewater System (OSW)**

*Available in NPS Only*

ON-SITE WASTEWATER SYSTEM (CODE 110)

### **Pasture and Rangeland Management (PRM)**

BRUSH CONTROL MANAGEMENT (CODE 314)  
 FENCE (CODE 382)  
 HEAVY USE AREA PROTECTION (CODE 561)  
 HERBACEOUS WEED TREATMENT (CODE 315)  
 LIVESTOCK PIPELINE (CODE 516)  
 POND SEALING OR LINING,  
   COMPACTED SOIL TREATMENT (CODE 520)  
 PASTURE AND HAY PLANTING (CODE 512)  
 POND (CODE 378)  
 PRESCRIBED BURNING (CODE 338)  
 PRESCRIBED GRAZING (CODE 528)  
 PUMPING PLANT (CODE 533)  
 RANGE PLANTING (CODE 550)  
 SILVOPASTURE (CODE 381)  
 SPRING DEVELOPMENT (CODE 574)

### **Pasture and Rangeland Management Continued (PRM)**

WATER WELL (CODE 642)  
 WATERING FACILITY (CODE 614)  
 WOODY RESIDUE TREATMENT (CODE 384)

### **Riparian Area Protection and Enhancement (RAP)**

ACCESS CONTROL (CODE 472)  
 FENCING (CODE 382)  
 FOREST STAND IMPROVEMENT (CODE 666)  
 HEAVY USE AREA PROTECTION (CODE 561)  
 IRRIGATION SYSTEM, MICROIRRIGATION (CODE 441)  
 LIVESTOCK PIPELINE (CODE 516)  
 MULCHING (CODE 484)  
 POND (CODE 378)  
 POND SEALING OR LINING,  
   COMPACTED SOIL TREATMENT (CODE 520)  
 PRESCRIBED BURNING (CODE 338)  
 PUMPING PLANT (CODE 533)  
 RIPARIAN FOREST BUFFER (CODE 391)  
 SPRING DEVELOPMENT (CODE 574)  
 TREE/SHRUB PREPARATION (CODE 490)  
 WATER WELL (CODE 642)  
 WATERING FACILITY (CODE 614)  
 WINDBREAK/SHELTERBELT  
   ESTABLISHMENT AND RENOVATION (CODE 380)  
 WINDBREAK/SHELTERBELT RENOVATION (CODE 650)

### **Soil Health (SH)**

COVER CROP (CODE 340)  
 LIVESTOCK PIPELINE (CODE 516)  
 PUMPING PLANT (CODE 533)  
 RESIDUE AND TILLAGE MANGT., NO TILL (CODE 329)  
 TEMPORARY FENCE (CODE 382T)  
 WATER WELL (CODE 642)  
 WATERING FACILITY (CODE 614)

### **Wetland Development/Restoration (WDR)**

CONSTRUCTED WETLAND (CODE 656)  
 WETLAND ENHANCEMENT (CODE 659)  
 WETLAND RESTORATION (CODE 657)

## RWPP Project Type

### **Kansas Sediment & Nutrient Reduction Initiative (KSNRI)**

KANSAS SEDIMENT & NUTRIENT REDUCTION (KSNRI)

INCENTIVE PAYMENT (CODE 016)

### **Riparian Quality Enhancement Initiative (RQEI)**

STREAMBANK STABILIZATION (CODE 018)

CHANNEL BED STABILIZATION (CODE 019)

COVER CROP (EST. OF RIPARIAN BUFFER) (CODE 340)

CRITICAL AREA PLANTING (CODE 342)

FENCING (CODE 382)

FOREST STAND IMPROVEMENT (CODE 666)

HERBACEOUS WEED CONTROL (CODE 315)

RIPARIAN FOREST BUFFER (CODE 391)

TREE/SHRUB ESTABLISHMENT (CODE 612)

TREE/SHRUB PRUNING (CODE 660)

TREE/SHRUB SITE PREPARATION (CODE 490)

### **Streambank Stabilization (SS)**

CRITICAL AREA PLANTING (CODE 342)

CRITICAL AREA PLANTING

RESEEDING (CODE 342r)

FILTER STRIP (CODE 393)

FILTER STRIP RESEEDING (CODE 393r)

FOREST STAND IMPROVEMENT (CODE 666)

GRADE STABILIZATION

STRUCTURE (CODE 410)

MULCHING (CODE 484)

RIPARIAN FOREST BUFFER (CODE 391)

SEDIMENT BASIN (CODE 350)

STREAMBANK PROTECTION (CODE 018)

CHANNEL BED STABILIZATION (CODE 019)

STREAMBANK PROTECTION REPAIR (CODE 580r)

UNDERGROUND OUTLET (CODE 620)

WATER AND SEDIMENT

CONTROL BASIN (CODE 638)

### **Wetland (WET)**

CRITICAL AREA PLANTING (CODE 342)

CRITICAL AREA PLANTING

RESEEDING (CODE 342r)

DIVERSION (CODE 362)

FENCING (CODE 382)

FILTER STRIP (CODE 393)

FILTER STRIP RESEEDING (CODE 393r)

STRUCTURE FOR WATER CONTROL (CODE 587)

WETLAND CREATION (CODE 658)

WETLAND ENHANCEMENT (CODE 659)

WETLAND RESTORATION (CODE 657)

**State Cost-Share Program Forage Balance Estimate Worksheet**

For use when cost-sharing on Livestock Water Supply Developments, Cross Fencing, Herbaceous Weed Control, and Brush Management.

Landowner Name: \_\_\_\_\_ County: \_\_\_\_\_

Cost-Sharing assistance requested for:

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> Pipeline      | <input type="checkbox"/> Embankment Pond         | <input type="checkbox"/> Pumping Plant for Water Supply | <input type="checkbox"/> Watering Facility             |
| <input type="checkbox"/> Pit Pond      | <input type="checkbox"/> Pond Restoration        | <input type="checkbox"/> Spring Development             | <input type="checkbox"/> Watering Facility Replacement |
| <input type="checkbox"/> Cross-Fencing | <input type="checkbox"/> Herbaceous Weed Control | <input type="checkbox"/> Brush Management               | <input type="checkbox"/> Well                          |

Describe water quality resource concern(s) and how practice(s) will address concern(s):

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Attach map/aerial photo showing pasture size, location of available livestock water, sensitive areas, perennial streams, Key Grass Species, Key Range Site, range condition, etc.

Graze at an intensity that will maintain enough cover to protect the soil and maintain or improve the quantity and quality of desirable vegetation. A goal of this worksheet is to provide an estimate of use. No more than 50% of the key grass species should be utilized on any key range site, 60% if grazing during the dormant period. **An exclusion cage is required to be installed in a warm season pasture (not required in a cool season pasture) to use as a tool to assess utilization of the key grass species. It must be installed in the pasture prior to contract payment. The exclusion cage must remain in the pasture for the 10 year duration of the contract maintenance agreement.**

The following practices are recommended for maintenance and improvement of the grazing land:

- |  |  |  |   |
|--|--|--|---|
| <input type="checkbox"/> Herbaceous Weed Control | <input type="checkbox"/> Brush Management      | <input type="checkbox"/> Nutrient Management   | <input type="checkbox"/> Prescribed Burning |
| <input type="checkbox"/> Prescribed Grazing      | <input type="checkbox"/> Cross Fencing         | <input type="checkbox"/> Riparian Area Fencing |   |
| <input type="checkbox"/> Critical Area Planting  | <input type="checkbox"/> Ponds, Springs, Wells |  |   |

The following recommendations can change from season to season as range conditions change due to changes in moisture and temperature. This forage balance estimate worksheet does not represent a grazing management plan. Please contact NRCS for an on-site evaluation if a grazing management plan is needed. See attached worksheet for stocking rate recommendations.

Comments:

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Landowner Signature

Date

NRCS Representative

Date

or Conservation District Representative

## Forage Balance Estimate Worksheet Instructions

The Forage Balance Estimate Worksheet shall be completed when receiving state cost-share assistance on a livestock water supply development, cross fencing, herbaceous weed control or brush management. A Natural Resources Conservation Service (NRCS) representative will complete the worksheet and review the information with the landowner or landowner's agent. This worksheet will provide guidance to improve and/or maintain the grazing lands in relation to water quality practices installed under a state cost-share program. The following information is used in calculations for the Forage Balance Estimate Worksheet. Additional instructions for the Forage Balance Estimate Worksheet are on the form.

Animal Unit Month (AUM) is a measure of the forage or feed requirement to maintain one Animal Unit for a period of 30 days:  $AU's \times \text{Grazing Period (in months)} = AUM$

Kinds/Classes of Animals	Animal Unit Equivalent	Lbs./Day	Forage Consumed Lbs./Month	Lbs./Year
Cow, dry	0.92	27.0	839	10,068
Cow, with calf	1.00	30.0	912	10,950
Bull, mature	1.35	40.5	1232	14,784
Cattle, 1 year old	0.60	18.0	547	6,564
Cattle, 2 years old	0.80	24.0	730	8,760
Horse, mature	1.25	37.5	1140	13,680
Sheep, mature	0.20	6.0	182	2,184
Lamb, 1 year old	0.15	4.5	137	1,644
Goat, mature	0.15	4.5	137	1,644
Kid, 1 year old	0.10	3.0	91	1,092
Bison, mature	1.00	30.0	912	10,950

**Note:** Table values reflect air dry forage values and consumption of 3% of animals body weight. Cow, with calf above depicts a 1,000-pound cow, and calf weighing less than 400 pounds.

The NRCS Field Office Technical Guide provides guidance for livestock carrying capacity in AUM's per acre for rangeland and pastureland. The NRCS representative will provide the recommended stocking rate using a Forage Balance Spreadsheet.

The following is a guide for converting supplemental forages to AUM's.

Pasturage	AUM per Acre	Crop Aftermath	AUM per Acre	Harvested Foraged	AUM per Acre
Wheat Pasture	1.0 - 1.5	Cornstalks	1.0 - 3.0	Silage	1.0 - 1.5
Graze-out Wheat	2.0 - 4.0	Milo Stubble	1.0 - 3.0	Alfalfa & Grass Hay	2.0 - 3.0
Forage Sorghum & Sudan	3.0 - 60	Alfalfa	1.0 - 2.0	Sorghum & Sudan Hay	1.5 - 2.5
Sweet Clover	3.0 - 5.0				

For additional information see the KSU Extension Service publication entitled *Stocking Rate and Grazing Management*, MF-1118, *Smooth Brome Production and Utilization*, C402 and *Tall Fescue Production and Utilization*, C729.

## Kansas-Lower Republican Basin Counties

## High Priority TMDL Impairing Pollutants

County	HUC10 Code	HUC12 Code	Pollutant
Atchison	1027010301	10	EU, FCB
Atchison	1027010302	01	EU,FCB,PEST
Atchison	1027010302	02,03,04,05	EU, FCB
Atchison	1027010303	03,07,08	EU, FCB
Atchison	1027010304	01,08	EU, FCB
Atchison	1027010304	02,07	EU
Atchison	1027010403	01,02,04,05	FCB
Brown	1027010301	ALL	EU, FCB
Brown	1027010302	01	EU,FCB,SILT
Brown	1027010302	02,03,04	EU, FCB
Brown	1027010302	01	PEST
Clay	1027020506	01,02,03,04	EU,PEST,SILT
Cloud	1025001703	080,090	DO, FCB
Douglas	1027010209	06	FCB
Douglas	1027010401	05,06,07,08	EU
Douglas	1027010402	01,02,04,05	DO, FCB
Douglas	1027010405	01,02,03,04,05	FCB
Jackson	1027010202	01,02	FCB
Jackson	1027010208	01,02,03	NUT
Jackson	1027010208	08	FCB
Jackson	1027010301	06,07,08,09,10	EU, FCB
Jackson	1027010302	02,03,05	EU, FCB
Jackson	1027010303	01,02,03,04,05,06,07,08	EU, FCB
Jackson	1027010304	01,03,04,08	EU, FCB
Jackson	1027010305	06	EU
Jefferson	1027010209	03,06	FCB
Jefferson	1027010304	01,02,03,04,05,06,07,08	EU
Jefferson	1027010305	01,02,03,04,05,06,07,08,09,10	EU
Jefferson	1027010403	01,04,05,06,07	FCB

County	HUC10 Code	HUC12 Code	Pollutant
Jefferson	1027010404	01,04,05,06	FCB
Jefferson	1027010405	01,02,03	FCB
Jewell	1025001607	02,3,04,05,06,07	EU
Johnson	1027010406	01,02,03,04,05,06,07	NUT, FCB
Johnson	1027010405	04,05	FCB
Leavenworth	1027010402	05	FCB
Leavenworth	1027010403	04,05,06,07	FCB
Leavenworth	1027010404	01,02,03,04,05,06,07	FCB
Leavenworth	1027010405	02,03,05	FCB
Leavenworth	1027010406	03	FCB
Marshall	1027010202	03	FCB
Marshall	1027020501	03,04	FCB, PEST
Marshall	1027010502	01,02,03,04	EU,FCB,PEST,SILT
Marshall	1027020503	01,02,04,05,06	EU,FCB,PEST,SILT
Marshall	1027020504	01,02,03,04,05,06	EU,FCB,PEST,SILT
Marshall	1027020505	01,02,03,04,05,06	EU,FCB,PEST,SILT
Marshall	1027020506	05	EU,PEST,SILT
Marshall	1027020706	01,03,05,06	EU,FCB,PEST,SILT
Nemaha	1027010202	01,02,03,04	FCB
Nemaha	1027010208	01	NUT
Nemaha	1027010301	01,02,04,05,07,08	EU,FCB
Nemaha	1027010303	01,02,04	EU,FCB
Nemaha	1027020503	01,02,03,04,05	EU,FCB,PEST,SILT
Osage	1027010401	01,02,03,04,05,06,07	EU,FCB,NUT,SILT
Pottawatomie	1027010202	01,02,03,04,05,06,07,08,09	FCB
Pottawatomie	1027020503	05	EU,FCB,PEST,SILT
Pottawatomie	1027020504	04,06	EU,PEST,SILT
Pottawatomie	1027020505	04,05,06	EU,PEST,SILT
Pottawatomie	1027020507	01,03,04	EU,PEST,SILT

Kansas-Lower Republican Basin Counties (Continued)

County	HUC10 Code	HUC12 Code	Pollutant
Republic	1025001703	06,07,08,09	DO,FCB
Republic	1027020609	05	FCB, PEST
Republic	1027020610	03	FCB, PEST
Republic	1027020702	01,02,03,06	FCB, PEST
Republic	1027020704	01,02,03	FCB, PEST
Republic	1027020704	04	EU,SILT
Riley	1027010102	05,06	FCB, DO
Riley	1027020505	05,06	EU,PEST,SILT
Riley	1027020506	02,03,04,05,06	EU,PEST,SILT
Riley	1027020507	02,03,04	EU,PEST,SILT
Shawnee	1027010207	01,04	FCB
Shawnee	1027010208	08	FCB
Shawnee	1027010209	01,02,03,06	FCB
Shawnee	1027010209	02,06	EU

High Priority TMDL Impairing Pollutants

County	HUC10 Code	HUC12 Code	Pollutant
Shawnee	1027010401	01,02,03,04	FCB
	1027010401	01,02,03,04,05,06,080	SILT
Smith	1025001607	01,02,03	EU
Wabaunsee	1027010207	01	FCB
Wabaunsee	1027010401	01	EU,FCB,NUT,SILT
Washington	1027020502	02,03	EU, FCB, PEST,SILT
Washington	1027020506	01,02,03,04,05	EU,PEST,SILT
Washington	1027020702	06,07	FCB,PEST
Washington	1027020703	03,04	EU, FCB, PEST,SILT
Washington	1027020704	01,02,03,04,05	FCB
Washington	1027020704	04,05	EU,PEST
Washington	1027020705	01,02,03,04,05	EU, FCB, PEST,SILT
Washington	1027020706	01,02,03,04,05,06	EU, FCB, PEST,SILT
Wyandotte	1027010406	03,06,07	FCB



**Lower Arkansas Basin Counties**

**High Priority TMDL Impairing Pollutants**

County	HUC10 Code	HUC12 Code	Pollutant
Barber	1106000301	05,06,07,08	FCB
Barber	1106000302	01,02,03,04	FCB
Barton	1103001101	05,06,07	FCB
Barton	1103001101	01,02,03,04	DO,EU
Barton	1103001102	01,02	FCB
Butler	1106000102	01	NUT,SILT
Comanche	1106000301	020,050,080	FCB
Comanche	1106000302	010	FCB
Cowley	1103001303	04,05	FCB
Ellsworth	1103001102	01,02,03,05	FCB
Ellsworth	1103001103	010	FCB, DO,NUT
Ellsworth	1103001201	01,02	FCB,NUT,SILT
Harper	1106000504	01,02,03,04,05,06,07	FCB, DO
Harper	1106000504	05	EU
Harper	1106000505	01,02,04	FCB
Harvey	1103001201	07	FCB,NUT,SILT
Harvey	1103001202	08,09	FCB,NUT,SILT
Harvey	1103001203	01,02,03,05,06,07	FCB,NUT,SILT
Harvey	1103001204	02,03,04,05,06,07,08	FCB,NUT,SILT
Harvey	1103001205	01	FCB,NUT,SILT
Harvey	1103001701	01,02,03	FCB
Harvey	1103001702	01	FCB
Kingman	1103001402	01,02,04,05	EU,SILT
Kingman	1103001403	05	EU,SILT
Kingman	1106000504	01,02	FCB
Kiowa	1103000902	01,02,03,04,07	EU
Kiowa	1106000301	01,02,04,05,06,08	FCB
Marion	1103001204	010,030,050	FCB,NUT,SILT
Marion	1103001204	050	EU
McPherson	1103001201	03,04,05,06,07	FCB,NUT,SILT
McPherson	1103001202	01,02,03,04,05,06,07,08,09	FCB,NUT,SILT
McPherson	1103001202	04,05,06,07,08	DO

County	HUC10 Code	HUC12 Code	Pollutant
McPherson	1103001203	01,02	FCB,NUT,SILT
McPherson	1103001204	01,02,03	FCB,NUT,SILT
Pratt	1103000902	02,07	EU
Pratt	1103000903	01,02	EU
Pratt	1103001401	07	EU, SILT
Pratt	1103001402	01,02,03	EU,SILT
Pratt	1103001501	02,03,04,05	EU
Pratt	1106000301	05,06,07,08	FCB
Pratt	1106000302	01	FCB
Reno	1103000904	05	EU
Reno	1103001103	05,06,07,08	FCB
Reno	1103001201	04,06,07	FCB,NUT,SILT
Reno	1103001202	03,09	FCB,NUT,SILT
Reno	1103001203	04,05,06	NUT,SILT
Reno	1103001401	07,08,09	EU, SILT
Reno	1103001402	02,03,04,05	EU, SILT
Reno	1103001403	01,02,03,04,05	EU, SILT
Rice	1103000904	05	EU
Rice	1103001101	06,07	FCB
Rice	1103001102	01,03,04,05,06	FCB
Rice	1103001103	01,02,03,04,05,06,07	FCB
Rice	1103001201	01,02,03,04,05,06	FCB,NUT,SILT
Rice	1103001203	04	NUT,SILT
Rush	1103001101	01	EU, DO
Sedgwick	1103001002	08	FCB
Sedgwick	1103001204	07,08	FCB,NUT,SILT
Sedgwick	1103001205	01,02	FCB,NUT,SILT
Sedgwick	1103001301	01,02,03,04,05,06	FCB
Sedgwick	1103001301	02,03,04,05	NUT
Sedgwick	1103001303	01,03,04	FCB
Sedgwick	1103001403	05	EU
Sedgwick	1103001601	02,03,04	FCB

Lower Arkansas Basin Counties (Continued)

High Priority TMDL Impairing Pollutants

County	HUC10 Code	HUC12 Code	Pollutant
Stafford	1103000902	02,07	EU
Stafford	1103000903	01,02,03,08	EU
Stafford	1103000904	01,02,03,04,05	EU
Stafford	1103001401	07,08	EU, SILT
Stafford	1103001402	02,03	EU, SILT
Sumner	1103001303	01,03,04,05	FCB
Sumner	1103001602	03	FCB
Sumner	1106000505	02,03,04,05	FCB

**Cimarron Basin Counties**

High Priority TMDL Impairing Pollutants

County	HUC10 Code	HUC12 Code	Pollutant
Clark	1104000802	06	EU
Meade	1104000705	02	DO,EU,PEST

**Missouri Basin Counties**

High Priority TMDL Impairing Pollutants

County	HUC10 Code	HUC12 Code	Pollutant
Atchison	1024000512	01,02,03,04	FCB,NUT
Atchison	1024001102	02	SILT
Brown	1024000512	01,02	FCB
Brown	1024000804	04,05,06	FCB
Brown	1024000804	02	EU
Doniphan	1024000512	03,04,05	FCB,NUT
Doniphan	1024001102	02	SILT
Nemaha	1024000702	02,03,04,05	FCB,NUT
Nemaha	1024000703	01	FCB,NUT
Nemaha	1024000804	02	EU
Wyandotte	1024001106	04	EU

## Marais des Cygnes Basin Counties

### High Priority TMDL Impairing Pollutants

County	HUC10 Code	HUC12 Code	Pollutant
Allen	1029010401	01,02	DO
Anderson	1029010105	01,02,03,04,05,06,07,08,09	DO
Anderson	1029010106	01,02,03	DO
Bourbon	1029010401	01,02,03,04,05,06,07,08	DO
Bourbon	1029010402	04	EU
Bourbon	1029010403	01,03	DO,NUT
Coffey	1029010105	01,02,03,04	DO
Crawford	1029010401	04,05	DO
Crawford	1029010402	04	EU
Douglas	1029010104	05	FCB
Douglas	1029010107	01,02,03	DO
Douglas	1029010201	01,03	EU
Franklin	1029010102	08	EU,SILT
Franklin	1029010104	05,06,07	FCB
Franklin	1029010105	03,04,05,09	DO
Franklin	1029010106	03,04	DO
Franklin	1029010107	01,02,03	DO
Franklin	1029010201	03	EU
Johnson	1029010201	01,02,03	EU
Johnson	1030010101	02,03	NUT
Linn	1029010106	03	DO
Linn	1029010202	010	DO,EU,SILT
Linn	1029010203	08	DO, EU, SILT
Linn	1029010204	01	DO, EU, SILT
Lyon	1029010101	01,02,03,04,05	DO, FCB
Lyon	1029010102	020	EU, SILT
Miami	1029010106	03,04	DO
Miami	1029010201	01,02,03	EU
Miami	1029010202	06	DO,EU
Osage	1029010101	020,050	FCB
Osage	1029010102	02,03,04,05,06,07,08	EU,SILT
Osage	1029010102	04,07	DO
Wabaunsee	1029010101	01,02,03	FCB
Wabaunsee	1029010102	01,02,03	EU, SILT

## Smoky Hill-Saline Basin Counties

### High Priority TMDL Impairing Pollutants

County	HUC10 Code	HUC12 Code	Pollutant
Barton	1026000604	01,04,05,06	EU
Barton	1026000605	02,03,05	EU
Dickinson	1026000803	07	SILT
Dickinson	1026000804	01,02,03	DO
Dickinson	1026000807	01	DO, EU
Dickinson	1026000808	01,02,03,04	SILT
Dickinson	1026001507	01,05	
Ellis	1026000703	01,02,03,04,05	EU,NUT
Ellis	1026000704	02,03,04,05	EU
Ellsworth	1026000605	01,03,04,05,06,07	EU
Ellsworth	1026000606	01,02,03,04,05,06,07,08	EU
Ellsworth	1026000801	01,02	FCB,SILT
Geary	1026000808	04,05	SILT
Gove	1026000701	01,02,03,04	NUT
Lincoln	1026000605	04,06	EU
Lincoln	1026001002	01,02,03,04	DO
Logan	1026000405	08	EU,PEST
Marion	1026000804	01	DO
Marion	1026000807	01	DO, EU
McPherson	1026000801	01,02,03,04,05	FCB,SILT
McPherson	1026000803	01,02,03,04,05	SILT
Mitchell	1026001002	02,03	DO
Mitchell	1026001501	08	DO
Osborne	1026001002	01,03	DO
Rice	1026000606	05,07	EU
Rice	1026000801	01,02,04	FCB,SILT
Russell	1026000604	01,02,03,04,05,06,07	EU
Russell	1026000605	01,02,03	EU
Russell	1026000704	04,05	EU
Russell	1026001002	01	DO
Saline	1026000801	01,02	FCB,SILT
Saline	1026000803	01,02,03,04,05,06,07	SILT
Saline	1026000804	03	DO
Scott	1026000405	05,06,07,08	EU,PEST
Sheridan	1026000701	01,02	NUT
Trego	1026000701	03,04	NUT
Trego	1026000702	01,02,03,04	NUT
Trego	1026000703	01	EU,NUT
Wichita	1026000405	05,06,07,08	EU,PEST

## Neosho Basin Counties

### High Priority TMDL Impairing Pollutants

County	HUC10 Code	HUC12 Code	Pollutant
Cherokee	1107020506	02,03	DO
Cherokee	1107020705	08	NUT
Cherokee	1107020708	06	NUT
Cherokee	1107020709	02,03,04	NUT
Cherokee	1107020710	02,04	NUT
Coffey	1107010101	06,07	DO,EU,SILT
Coffey	1107020402	02	DO,FCB
Crawford	1107020506	02	DO
Geary	1107020101	03	EU,SILT
Labette	1107020504	01,02,03,04	DO
Labette	1107020506	03	DO
Lyon	11070201040	030,040,050	DO
Marion	1107020201	01,02,03,04,05	EU
Marion	1107020202	01,04	FCB
McPherson	1107020201	01	EU
Morris	1107020101	01,02,03,04,05,06	EU,SILT
Neosho	1107020504	01,02,03	DO
Wabaunsee	1107020101	04	EU,SILT
Woodson	1107020402	01,02	DO,FCB

## Solomon Basin Counties

### High Priority TMDL Impairing Pollutants

County	HUC10 Code	HUC12 Code	Pollutant
Cloud	1026001503	06,07,08	SILT
Jewell	1026001501	04,05,06,07,08	DO
Mitchell	1026001501	08	DO
Osborne	1026001402	06,07	FCB
Osborne	1026001403	01,02,07	FCB
Osborne	1026001404	01	FCB
Ottawa	1026001503	06,07,08	SILT
Ottawa	1026001506	01,06,07,08	SILT
Ottawa	1026001507	01,02,03,04,05	SILT
Rooks	1026001402	06,07	FCB
Rooks	1026001403	02	FCB
Saline	1026001507	03,04,05	SILT
Smith	1026001403	01	FCB
Smith	1026001501	04	DO

## Upper Arkansas Basin Counties

## High Priority TMDL Impairing Pollutants

County	HUC10 Code	HUC12 Code	Pollutant
Barton	1103000405	01,02,03	FCB
Barton	1103000406	07,08	FCB
Barton	1103000407	01,02,05,06,07,08	FCB
Barton	1103000803	05,06	FCB
Edwards	1103000402	04	FCB
Edwards	1103000403	01,02,03,04,05	FCB
Edwards	1103000404	02,03,04,05,06	FCB
Edwards	1103000406	01,02	FCB
Edwards	1103000407	01	FCB
Edwards	1103000902	01,03,04,05	EU
Edwards	1103000506	01,02,03	FCB
Edwards	1103000902	01,02,03,04,05,07	EU
Edwards	1103000903	01	EU
Finney	1103000106	01,02,003,04,05	FCB
Finney	1103000107	01,02,03,04,05,06	FCB
Finney	1103000108	02,03,04,05,06	FCB
Finney	1103000301	01,02,03,04,05,06,07	FCB
Finney	1103000302	01,02,03,04,05,07	FCB
Finney	1103000501	01,02,03,04,05	FCB
Finney	1103000502	01,02,03,04,05	FCB
Finney	1103000503	01,02,03,04,05,06,07	FCB
Finney	1103000504	02,04	FCB
Finney	1103000601	04	FCB
Ford	1103000303	04,05	FCB
Ford	1103000401	06,07	FCB
Ford	1103000402	01,02,03,04	FCB
Ford	1103000403	01,02,04	FCB
Ford	1103000404	01,02,03	FCB
Ford	1103000601	03,04	FCB
Ford	1103000602	01,02,03,04,05,06,07	FCB
Grant	1103000302	010,020	FCB
Gray	1103000301	02,06,07,08	FCB
Gray	1103000302	06,07,08,09	FCB

County	HUC10 Code	HUC12 Code	Pollutant
Gray	1103000303	01,02,03,04	FCB
Gray	1103000501	01,02,03	FCB
Gray	1103000503	02,03,06	FCB
Gray	1103000601	01,02,03,04	FCB
Gray	1103000602	01	FCB
Greeley	1103000105	01,02,03,04,05	FCB
Hamilton	1103000105	03,04	FCB
Haskell	1103000301	03	FCB
Haskell	1103000302	01,02,03,04,05,06,07	FCB
Hodgeman	1103000403	01,02,05,06,07	FCB
Hodgeman	1103000504	04,05,06,07,10	FCB
Hodgeman	1103000505	02,03,04	FCB
Hodgeman	1103000506	01	FCB
Hodgeman	1103000507	01	FCB
Hodgeman	1103000601	02,03,04,05	FCB
Hodgeman	1103000602	04,05,06,07,08	FCB
Hodgeman	1103000602	04	DO,EU
Hodgeman	1103000603	01,02,03,04,05,06,07	FCB
Kearny	1103000105	03,04,05,06	FCB
Kearny	1103000106	01,02	FCB
Kearny	1103000107	01,02,03	FCB
Kearny	1103000108	01,02,03,05	FCB
Kearny	1103000301	03	FCB
Kearny	1103000302	01	FCB
Kiowa	1103000404	02,03	FCB
Lane	1103000502	01,02,03,05	FCB
Lane	1103000503	01,04	FCB
Lane	1103000504	01,02,03,04	FCB
Ness	1103000504	02,03,04,05,06,08,09,10	FCB
Ness	1103000505	01,02,03,04	FCB
Ness	1103000507	01	FCB
Pawnee	1103000403	05	FCB
Pawnee	1103000404	05,06,07	FCB

Upper Arkansas Basin Counties (Continued)

County	HUC10 Code	HUC12 Code	Pollutant
Pawnee	1103000405	01,03	FCB
Pawnee	1103000406	01,02,03,04,05,06,07,08	FCB
Pawnee	1103000407	01,03,05	FCB
Pawnee	1103000505	04	FCB
Pawnee	1103000506	01,02,03,04	FCB
Pawnee	1103000507	01,02,03,04,05	FCB
Pawnee	1103000603	07	FCB
Rice	1103000407	06,07,08	FCB
Rush	1103000405	01,02	FCB

High Priority TMDL Impairing Pollutants

County	HUC10 Code	HUC12 Code	Pollutant
Rush	1103000406	05	FCB
Rush	1103000507	01,02,04	FCB
Scott	1103000106	02,03,04,05	FCB
Scott	1103000107	05	FCB
Scott	1103000502	01,02	FCB
Stafford	1103000406	08	FCB
Stafford	1103000407	01,02,03,04,05,07	FCB
Wichita	1103000105	04,05	FCB
Wichita	1103000106	01,02,03	FCB

### Upper Republican Basin Counties

#### High Priority TMDL Impairing Pollutants

County	HUC10 Code	HUC12 Code	Pollutant
Decatur	1025001501	04,06,07	NUT
Decatur	1025001502	01,02,03,04,05	EU,NUT
Norton	1025001502	04,05,06,07	EU
Rawlins	1025001501	05	NUT
Sheridan	1025001501	03,04,05	NUT
Sheridan	1025001502	01	NUT
Thomas	1025001501	01,02,03,04,05	NUT

### Verdigris Basin Counties

#### High Priority TMDL Impairing Pollutants

County	HUC10 Code	HUC12 Code	Pollutant
Butler	1107010201	03,04,06	DO,EU,FCB,SILT
Chase	1107010101	01,02,04	DO, EU, SILT
Chase	1107010201	010	DO, FCB, EU, SILT
Coffey	1107010101	06,07	DO, NUT, SILT
Elk	1107010202	02	DO, EU, SILT
Greenwood	1107010101	01,02,03,04,05,06,07,08	DO, EU, SILT
Greenwood	1107010102	01,02,03	DO,EU,SILT
Greenwood	1107010103	01,02,03,04,05,06	DO,EU,SILT
Greenwood	1107010201	01,02,03,04,05,06,07,08	DO,EU,FCB,SILT
Greenwood	1107010202	01,02,03,04,05,06	DO,EU,SILT
Labette	1107010301	06	EU
Lyon	1107010101	01,02,03,05	DO,EU,SILT
Lyon	1107020104	03	DO,EU,SILT
Neosho	1107010301	06	EU
Woodson	1107010101	07,08	DO,EU,SILT
Woodson	1107010103	01,06	DO,EU,SILT



**Walnut Basin Counties**

**High Priority TMDL Impairing Pollutants**

County	HUC10 Code	HUC12 Code	Pollutant
Butler	1103001701	01,02,03,04	FCB
Butler	1103001702	01,02,03,04,05,06	FCB
Butler	1103001703	01,02,03,04,05,06,07	EU,SILT
Butler	1103001704	01,02,03	FCB
Butler	1103001802	01,02,03,04,05,06	FCB
Butler	1103001803	01,04,05,06	FCB
Butler	1103001804	02	EU
Chase	1103001703	01	EU, SILT
Cowley	1103001303	04,05	FCB
Cowley	1103001803	01,04,05,06	FCB
Cowley	1103001804	02,03	EU
Cowley	1106000101	01,02	NUT,SILT
Cowley	1106000102	01,02,03,04,05,06,07,08	NUT,SILT
Elk	1106000102	01,02	NUT,SILT
Greenwood	1103001802	02,04	FCB
Harvey	1103001701	01,02,03	FCB
Harvey	1103001702	010	FCB
Marion	1103001204	01,03,05	FCB,NUT,SILT
Marion	1103001702	01,02,03	FCB
Sedgwick	1103001701	02,03,04	FCB

## WRCSP High Priority TMDL Practices Eligible for Each Pollutant

Practice	NRCS Code	Eutrophication (EU)	Fecal Coliform (FCB)	Dissolved Oxygen (DO)	Pesticides (PEST)	Siltation (SILT)	Nutrients (NUT)
Brush Control Management	314a	X**	X**	X**	NA	NA	X**
Concentrated Non-Confined Livestock	390	X	X	X	N/A	N/A	X
Contour Buffer Strips and Reseeding	332/332r	X	NA	X	X	X	X
Critical Area Planting and Reseeding	342/342r	X	NA	X	N/A	X	X
Diversion	362	X	NA	X	N/A	X	X
Fencing	382	X**	X**	X**	N/A	N/A	X**
Field Border and Reseeding	386/386r	X	NA	X	X	X	X
Filter Strip and Reseeding	393/393r	X	X	X	X	X	X
Forage & Biomass Planting & Reseeding	512/512r	X	NA	X	N/A	X	X
Grade Stabilization Structure	410	X	NA	X	N/A	X	X
Grassed Waterway or Outlet	412	X	NA	X	X	X	X
Grassed Waterway Restoration	412r	X	N/A	X	X	X	X
Irrigation System, Trickle	441	X**	X**	X**	N/A	N/A	NA
Lined Waterway or Outlet	468	X	NA	X	X	X	X
Mulching	484	X**	X**	X**	N/A	N/A	X**
Pipeline	516	X**	X**	X**	N/A	N/A	X**
Pond	378	X**	X**	X**	N/A	N/A	X**
Pond Restoration	378	X**	X**	X**	N/A	N/A	X**
Pond Sealing or Lining	521(A,B,C,D)	X	X**	X	N/A	N/A	X
Prescribed Grazing	528	X**	X**	X**	NA	NA	X**
Pumping Plant for Water Supply	533	X**	X**	X**	N/A	N/A	X**
Range Planting and Reseeding	550/550r	X	N/A	X	N/A	X	X
Residue Management No Till	329a	X	NA	X	X	X	X
Riparian Forest Buffer	391	X	X	X	X	X	X
Spring Development	574	X**	X**	X**	N/A	N/A	X**
Subsurface Drain	606	X	NA	X	N/A	X	X
Terrace	600	X	NA	X	X	X	X
Terrace Restoration	600r	X	N/A	X	X	X	X
Tree/Shrub Establishment	612	X	N/A	X	N/A	X	X
Underground Outlet	620	X	NA	X	N/A	X	X
Underground Outlet Restoration	620r	X	N/A	X	X	X	X
Water and Sediment Control Basin	638	X	N/A	X	N/A	X	X
Water Well	642	X**	X**	X**	N/A	N/A	X**
Watering Facility	614	X**	X**	X**	N/A	N/A	X**
Watering Facility Replacement	614r	X**	X**	X**	N/A	N/A	X**
Wetland Creation	658	X	N/A	X	X	X	X
Wetland Enhancement	659	X	N/A	X	X	X	X
Wetland Restoration	657	X	N/A	X	X	X	X
Windbreak/Shelterbelt Establishment	340	X**	X**	X**	N/A	N/A	X**

X\*\* 1) Practice serves as an alternate livestock water supply resulting in less livestock access to the riparian area and stream or is part of a livestock waste system. 2) Practice is part of a grazing management system resulting in less erosion and enhanced grazing distribution or is part of a riparian area protection plan.

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## NPSPCP High Priority TMDL Practices Eligible for each Pollutant

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Practice	NRCS Code	Eutrophication (EU)	Fecal Coliform (FCB)	Dissolved Oxygen (DO)	Pesticides (PEST)	Siltation (SILT)	Nutrients (NUT)
Access Road	560	X*	X*	X*	N/A	N/A	X*
Animal Mortality Facility	316	X*	X*	X*	NA	NA	X*
Brush Control Management	314a	X**	X**	X**	NA	NA	X**
Closure of Waste Impoundments	360	X*	X*	X*	NA	NA	X*
Composting Facility	317	X*	X*	X*	NA	NA	X*
Concentrated Non-Confined Livestock	390	X	X	X	N/A	N/A	X
Constructed Wetland	656	X*	X*	X*	N/A	N/A	X*

## NPSPCP High Priority TMDL Practices Eligible for each Pollutant (Continued)

Practice	NRCS Code	Eutrophication (EU)	Fecal Coliform (FCB)	Dissolved Oxygen (DO)	Pesticides (PEST)	Siltation (SILT)	Nutrients (NUT)
Contour Buffer Strips	332	X*	X*	X*	N/A	N/A	X*
Critical Area Planting and Reseeding	342/342r	X	X	X	N/A	N/A	X*
Dike	356	X*	X*	X*	N/A	N/A	X*
Diversion	362	X*	X*	X*	N/A	X	X*
Elimination Abandoned OSW System	110a	X	X	X	N/A	N/A	X
Fencing	382	X**	X**	X**	N/A	N/A	X**
Fertilizer Containment Structure	140	X	N/A	X	X	N/A	X
Field Border and Reseeding	386/386r	X*	X*	X*	N/A	N/A	X*
Filter Strip and Reseeding	393/393r	X**	X**	X**	X**	N/A	X**
Forage & Biomass Planting & Reseeding	512/512r	X	N/A	X	N/A	X	X
Grade Stabilization Structure	410	X*	X*	X*	N/A	X	X*
Grassed Waterway or Outlet	412	X*	X*	X*	N/A	N/A	X*
Irrigation System, Trickle	441	X**	X**	X**	N/A	N/A	X**
Land Smoothing	466	X*	X*	X*	N/A	N/A	X*
Lined Waterway or Outlet	468	X*	X*	X*	N/A	N/A	X*
Monitoring Well	353	X*	X*	X*	N/A	N/A	X*
Mulching	484	X**	X**	X**	N/A	N/A	X**
Nutrient Management	590	X	X	X	N/A	N/A	X
On-Site Wastewater System	110	X	X	X	N/A	N/A	X
Pipeline	516	X**	X**	X**	N/A	N/A	X**
Pond	378	X**	X**	X**	N/A	N/A	X**
Pond Sealing or Lining	521(A,B,C,D)	X*	X*	X*	N/A	N/A	X*
Precision Land Forming	462	X*	X*	X*	N/A	N/A	X*
Prescribed Grazing	528	X**	X**	X**	NA	NA	X**
Pumping Plant for Water Supply	533	X**	X**	X**	N/A	N/A	X**
Range Planting and Reseeding	550/550r	X	N/A	X	N/A	N/A	X
Residue Management No Till	329a	X	NA	X	X	X	X
Riparian Forest Buffer	391	X	X	X	X	N/A	X
Roof Runoff Structure	558	X*	X*	X*	N/A	N/A	X*
Sediment Basin	350	X*	X*	X*	N/A	N/A	X*
Spring Development	574	X**	X**	X**	N/A	N/A	X**
Stream Crossing	560A	X*	X*	X*	N/A	N/A	X*
Structure for Water Control	587	X*	X*	X*	N/A	N/A	X*
Subsurface Drain	606	X*	X*	X*	N/A	N/A	X*
Terrace	600	X*	X*	X*	N/A	N/A	X*
Underground Outlet	620	X*	X*	X*	N/A	N/A	X*
Unpermitted Dump Site Remediation	120	X	N/A	X	X	N/A	N/A
Vegetated Treatment Area	635	X*	X*	X*	N/A	N/A	X*
Waste Storage Facility	313	X*	X*	X*	N/A	N/A	X*
Waste Transfer	634	X*	X*	X*	N/A	N/A	X*
Waste Treatment Lagoon	359	X*	X*	X*	N/A	N/A	X*
Water and Sediment Control Basin	638	X	N/A	X	N/A	X	X
Water Well	642	X**	X**	X**	N/A	N/A	X**
Watering Facility	614	X**	X**	X**	N/A	N/A	X**
Watering Facility Replacement	614r	X**	X**	X**	N/A	N/A	X**
Wetland Creation	658	X	N/A	X	X	X	X
Wetland Enhancement	659	X	N/A	X	X	X	X
Wetland Restoration	657	X	N/A	X	X	X	X
Windbreak/Shelterbelt Establishment	340	X**	X**	X**	N/A	N/A	X**
Windbreak/Shelterbelt Renovation	650	X*	X*	X*	N/A	N/A	X*

X\* Practice must be part of a Livestock Waste System or for sediment control under EU and DO using codes 362, 410, 468 and 638.

X\*\* 1) Practice serves as an alternate livestock water supply resulting in less livestock access to the riparian area and stream or is part of a livestock waste system. 2) Practice is part of a grazing management system resulting in enhanced grazing distribution.

# Landowner Agreement Samples

CS-3(1)

Kansas Department of Agriculture, Division of Conservation  
Water Resources Cost-Share Program  
Contract for Financial Assistance

State Code

WR Generic

## Part IV – Landowner Agreement

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature, to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Water Resources Cost-Share Program to include:

1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All program participants receiving payments for structural or management practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner(s) as a condition of receiving payment.
3. As a condition of accepting state cost-share assistance, I agree to maintain the practice according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 10 years. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district or Natural Resources Conservation Service representative(s) to inspect maintenance of the conservation practice(s).
4. Should I fail to maintain the practice according to DOC Approved Standards and Specifications, it is understood that I may be declared ineligible for future cost-share funds and will be required to pay back to the State of Kansas cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60%, 8 years-40%, 9 years-20%, and 10 years-10%.
5. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
6. The amount of cost-share assistance earned is based on the approved payment rate(s) or the landowner actual cost (based on the required invoices submitted by the landowner), whichever is less. Cost-share payment rates are set by the DOC and the landowner limits are set the Conservation District Board. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
7. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
8. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.
9. Co-Pay Environmental Quality Incentive Program (EQIP) practice component contract payments will be figured at the EQIP contract total cost for DOC eligible practices. The combination of the EQIP payment and the DOC contract payment cannot exceed 90% of the EQIP contract total cost. If this contract is in conjunction with an EQIP contract, the preceding provisions apply to the practice(s) approved for DOC co-payment. EQIP Contract Number \_\_\_\_\_.

SAMPLE ONLY – NOT FOR USE

Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.

## NPS Generic

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## Part IV – Landowner Agreement

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature, to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Non-Point Source Pollution Control Program to include:

1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All program participants receiving payments for structural or management practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. As a condition of accepting state cost-share assistance, I agree to maintain the practice according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 10 years. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district or Natural Resources Conservation Service representative(s) to inspect maintenance of the conservation practice(s).
4. Should I fail to maintain the practice according to DOC Approved Standards and Specifications, it is understood that I may be declared ineligible for future cost-share funds and will be required to repay cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60%, 8 years-40%, 9 years-20%, and 10 years-10%.
5. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
6. The amount of cost-share assistance earned is based on the approved payment rate(s) or the landowner actual cost (based on the required invoices submitted by the landowner), whichever is less. Cost-share payment rates are set by the DOC and the landowner limits are set the Conservation District Board. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
7. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
8. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.
9. Co-Pay Environmental Quality Incentive Program (EQIP) practice component contract payments will be figured at the EQIP contract total cost for DOC eligible practices. The combination of the EQIP payment and the DOC contract payment cannot exceed 90% of the EQIP contract total cost. If this contract is in conjunction with an EQIP contract, the preceding provisions apply to the practice(s) approved for DOC co-payment. EQIP Contract Number \_\_\_\_\_.

**SAMPLE ONLY – NOT FOR USE**

Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.

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## Part IV – Landowner Agreement

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the Riparian and Wetland Protection Program to include:

1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All program participants receiving payments for structural or management practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. As a condition of accepting state cost-share assistance, I agree to maintain the practice according to required maintenance procedures for a minimum of 10 years. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district or Natural Resources Conservation Service representative(s) to inspect maintenance of the conservation practice(s).
4. Should I fail to maintain the practice according to DOC Approved Standards and Specifications, it is understood that I may be declared ineligible for future cost-share funds and will be required to pay back to the State of Kansas cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60%, 8 years-40%, 9 years-20%, and 10 years-10%.
5. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
6. County average cost and cost-share rate, not to exceed the landowner actual cost, is used as a basis for determining the amount of cost-share assistance earned. Cost-share is also determined based upon availability of funds, project type limits, and landowner limits. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
7. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
8. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.
9. Co-Pay Environmental Quality Incentive Program (EQIP) practice component contract payments will be figured at the EQIP contract total cost for DOC eligible practices. The combination of the EQIP payment and the DOC contract payment cannot exceed 90% of the EQIP contract total cost. If this contract is in conjunction with an EQIP contract, the preceding provisions apply to the practice(s) approved for DOC co-payment. EQIP Contract Number \_\_\_\_\_.

## SAMPLE ONLY – NOT FOR USE

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## Part IV – Landowner Agreement

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Water Resources Cost-Share Program to include:

1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All program participants receiving payments for structural or management practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. As a condition of accepting state cost-share assistance, I agree to maintain the practice according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 10 years. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district or Natural Resources Conservation Service representative(s) to inspect maintenance of the conservation practice(s).
4. Should I fail to maintain the practice according to DOC Approved Standards and Specifications, it is understood that I may be declared ineligible for future cost-share funds and will be required to pay back to the State of Kansas cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60%, 8 years-40%, 9 years-20%, and 10 years-10%.
5. As a condition of accepting state cost-share assistance, I agree to provide all applicable data from the cost-share practice requested by the conservation district or the Kansas Department of Agriculture Division of Conservation.
6. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
7. The amount of cost-share assistance earned is based on the approved payment rate(s) or the actual landowner cost (based on the required invoices submitted by the landowner), whichever is less. Cost share payment rates are set by the DOC and landowner limits are set by the Conservation District Board for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
8. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
9. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

## SAMPLE ONLY – NOT FOR USE

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**Abandoned Water Well  
Plugging**

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Part IV – Landowner Agreement

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1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All program participants receiving payments for structural practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. The Kansas Department of Health and Environment form WWC-5P shall be completed for each well and a copy shall be submitted to the conservation district.
4. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
5. The amount of cost-share assistance earned is based on the approved payment rate(s) or the actual landowner cost (based on the required invoices submitted by the landowner), whichever is less. Cost share payment rates are set by the DOC and landowner limits are set by the Conservation District Board for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
6. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

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## Part IV – Landowner Agreement

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1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. The on-site wastewater system shall be designed, inspected and certified as complete by a local official according to local and state design and permitting standards. The contents and terms stated in practice code 110, On-Site Wastewater Systems, shall be considered part of this agreement.
3. As a condition of accepting state cost-share assistance, I agree to maintain the on-site wastewater system according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 10 years. Addendum A, titled *Septic Tank Maintenance*, Cooperative Extension Services publication MF-947 and *Wastewater Pond Operation, Maintenance and Repair*, Cooperative Extension Services publication MF-2290 defines all management practices required for landowners receiving cost-share assistance for an on-site wastewater system. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district representative(s) to inspect maintenance of the conservation practice(s).
4. Should I fail to maintain the practice according to DOC Approved Standards and Specifications, it is understood that I may be declared ineligible for future cost-share funds and will be required to repay cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60%, 8 years-40%, 9 years-20%, and 10 years-10%. In addition, it is understood that approval by the DOC, conservation district, or local health official does not warrant satisfactory operation. The maintenance and, if needed, modification of the on-site wastewater system or other actions to assure continuous satisfactory operation is at the landowner expense.
5. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
6. The amount of cost-share assistance earned is based on the approved payment rate(s) or the actual landowner cost (based on the required invoices submitted by the landowner), whichever is less. Cost share payment rates are set by the DOC and landowner limits are set by the Conservation District Board for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
7. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
8. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

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## Part IV – Landowner Agreement

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1. I understand that as a condition of receiving cost-share assistance, I have not started this practice prior to approval by the DOC.
2. All program participants receiving payments for structural or management practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
4. The amount of cost-share assistance earned is based on the approved payment rate(s) or the actual landowner cost (based on the required invoices submitted by the landowner), whichever is less. Cost share payment rates are set by the DOC and landowner limits are set by the Conservation District Board for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
5. As a condition of accepting state cost-share assistance, I agree to apply nutrients in compliance with KSU Extension or certified laboratory fertilizer recommendations. Fertilizer application cannot exceed recommended amounts by more than 10%.
6. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

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## Part IV – Landowner Agreement

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1. I understand that as a condition of receiving cost-share assistance, I cannot begin implementation of this management practice prior to approval by the DOC.
2. All program participants receiving incentive payments for management practices are required to follow the DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving a management practice incentive.
3. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
4. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
5. If records indicate you have a debt owed to the State of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

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## Part IV – Landowner Agreement

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Non-Point Source Pollution Control Program to include:

1. I understand that as a condition of receiving cost-share assistance, I cannot begin implementation of this management practice prior to approval by the DOC.
2. All program participants receiving incentive payments for management practices are required to follow the DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving a management practice incentive.
3. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
4. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
5. If records indicate you have a debt owed to the State of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

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**Prescribed Grazing**

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## Part IV – Landowner Agreement

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1. I understand that as a condition of receiving cost-share assistance, I cannot begin implementation of this management practice prior to approval by the DOC.
2. All program participants receiving incentive payments for management practices are required to follow the DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving a management practice incentive. This contract is an incentive to provide rest for a grazing unit during the growing season. Incentive #1 provides 30 to 73 percent rest during the growing season and Incentive #2 provides greater than 74 percent rest during the growing season. The practice must be implemented a minimum of three years.
3. Payment will be made on the successful completion of the first year of this management practice. Should I fail to complete the 2<sup>nd</sup> year or 3<sup>rd</sup> year of this management practice, it is understood that I may be declared ineligible for future cost-share funds and will be required to pay back to the State of Kansas cost-share funds received.
4. The following plans must be followed for duration of this incentive program: NRCS Prescribed Grazing Plan, NRCS Grazing Management Plan, NRCS Contingency Plan and NRCS Monitoring Plan.
5. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
6. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
7. If records indicate you have a debt owed to the State of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

## SAMPLE ONLY – NOT FOR USE

Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.

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## Part IV – Landowner Agreement

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Non-Point Source Pollution Control Program to include:

1. I understand that as a condition of receiving cost-share assistance, I cannot begin implementation of this management practice prior to approval by the DOC.
2. All program participants receiving incentive payments for management practices are required to follow the DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving a management practice incentive. This contract is an incentive to provide rest for a grazing unit during the growing season. Incentive #1 provides 30 to 73 percent rest during the growing season and Incentive #2 provides greater than 74 percent rest during the growing season. The practice must be implemented a minimum of three years.
3. Payment will be made on the successful completion of the first year of this management practice. Should I fail to complete the 2<sup>nd</sup> year or 3<sup>rd</sup> year of this management practice, it is understood that I may be declared ineligible for future cost-share funds and will be required to pay back to the State of Kansas cost-share funds received.
4. The following plans must be followed for duration of this incentive program: NRCS Prescribed Grazing Plan, NRCS Grazing Management Plan, NRCS Contingency Plan and NRCS Monitoring Plan.
5. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
6. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
7. If records indicate you have a debt owed to the State of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

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## Part IV – Landowner Agreement

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1. I understand that as a condition of receiving cost-share assistance, I cannot begin implementation of this management practice prior to approval by the DOC.
2. All program participants receiving incentive payments for management practices are required to follow the DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving a management practice incentive.
3. A NRCS prescribed burning plan will be followed, if applicable. A NRCS brush management plan shall be designed and certified that it is being followed. A grazing management plan, provided by the DOC will be completed. An exclusion cage shall be installed in warm season pastures to NRCS Standards and Specifications.
4. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
5. The amount of cost-share assistance earned is based on the approved payment rate(s) or the actual landowner cost (based on the required invoices submitted by the landowner), whichever is less. Cost share payment rates are set by the DOC and landowner limits are set by the Conservation District Board for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
6. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
7. If records indicate you have a debt owed to the State of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

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**Brush Control Management**

## Part IV – Landowner Agreement

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1. I understand that as a condition of receiving cost-share assistance, I cannot begin implementation of this management practice prior to approval by the DOC.
2. All program participants receiving incentive payments for management practices are required to follow the DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving a management practice incentive.
3. A NRCS prescribed burning plan will be followed, if applicable. A NRCS brush management plan shall be designed and certified that it is being followed. A grazing management plan, provided by the DOC will be completed. An exclusion cage shall be installed in warm season pastures to NRCS Standards and Specifications.
4. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
5. The amount of cost-share assistance earned is based on the approved payment rate(s) or the actual landowner cost (based on the required invoices submitted by the landowner), whichever is less. Cost share payment rates are set by the DOC and landowner limits are set by the Conservation District Board for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
6. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
7. If records indicate you have a debt owed to the State of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts & Reports.

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**Streambank Protection**

## Part IV – Landowner Agreement

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1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC. **Failure to install all practices associated with the streambank stabilization design will require reimbursement to the State of Kansas for the engineering design costs that the DOC has incurred for this project.**
2. All program participants receiving payments for structural or management practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
4. As a condition of accepting state cost-share assistance, I agree to maintain the practice according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 10 years. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district or Natural Resources Conservation Service representative(s) to inspect maintenance of the conservation practice(s).
5. Should I fail to maintain the practice according to Standards and Specifications adopted by the DOC, it is understood that I may be declared ineligible for future cost-share funds and will be required to repay cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60%, 8 years-40%, 9 years-20%, and 10 years-10%.
5. All streambank stabilization projects must include a 66 ft. (minimum width) riparian buffer and meet minimum NRCS Standards and Specifications for Practice Code 391 Riparian Forest Buffer or Practice Code 393 Filter Strip (not less than 66 ft.). An exception (see Chapter 2 Requesting an Exception) may be granted by the DOC with prior approval. This area may be enrolled in the Continuous Conservation Reserve Program through USDA, NRCS - FSA.
6. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
7. County average cost and cost-share rate, not to exceed the landowner actual cost, is used as a basis for determining the amount of cost-share assistance earned. Cost-share is also determined based upon availability of funds, project type limits, and landowner limits. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
8. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
9. If this contract is in conjunction with an Environmental Quality Incentives Program (EQIP) Contract, the preceding provisions apply to the practices(s) approved for DOC co-payment, with the total not to exceed 90 percent. EQIP Contract Number \_\_\_\_.
10. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

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1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC. **Failure to install all practices associated with the streambank stabilization design will require reimbursement to the State of Kansas for the engineering design costs that the DOC has incurred for this project.**
2. All program participants receiving payments for structural or management practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. As a condition of accepting state cost-share assistance, I agree to maintain the practice according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 10 years. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district or Natural Resources Conservation Service representative(s) to inspect maintenance of the conservation practice(s).
4. Should I fail to maintain the practice according to Standards and Specifications adopted by the DOC, it is understood that I may be declared ineligible for future cost-share funds and will be required to repay cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60%, 8 years-40%, 9 years-20%, and 10 years-10%.
5. All streambank stabilization projects must include a 66 ft. (minimum width) riparian buffer and meet minimum NRCS Standards and Specifications for Practice Code 391 Riparian Forest Buffer or Practice Code 393 Filter Strip (not less than 66 ft.). An exception (see Chapter 2 Requesting an Exception) may be granted by the DOC with prior approval. This area may be enrolled in the Continuous Conservation Reserve Program through USDA, NRCS - FSA.
6. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
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8. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
9. If this contract is in conjunction with an Environmental Quality Incentives Program (EQIP) Contract, the preceding provisions apply to the practices(s) approved for DOC co-payment, with the total not to exceed 90 percent. EQIP Contract Number \_\_\_\_.
10. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

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**Streambank Riparian Buffer  
 Incentive Payment**

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1. All program participants receiving incentive payments for practices are required to follow the DOC Approved Standards and Specifications. The contents and terms stated in practice code **004 Streambank Riparian Buffer Incentive Payment** shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving a practice incentive payment.
2. I agree to be responsible for the total cost of planting stock and installation, unless other sources such as RCPP/EQIP are providing funding.
3. As a condition of accepting the state practice incentive payment, I agree not to destroy the riparian forest buffer or field side boundary markers for 10 years. I agree to maintain 70% planting survival rate during the contract period (replanting expenses are the responsibility of the landowner years 4 through 10, unless cause was due to weather-related events or other acts beyond the landowner's control (e.g. drought or flooding) – cases will need to be evaluated individually).
4. I agree to permit access to the Kansas Forest Service and/or Kansas Forest Service contract personnel or DOC personnel for the installation, maintenance, and monitoring of the 66 foot wide riparian forest buffer for 10 years.
5. Should I destroy the riparian forest buffer or field side boundary markers, it is understood that I may be declared ineligible for future cost-share funds and will be required to repay 100% of the incentive payment funds.
6. I will not allow cattle to access the riparian forest buffer area.
7. The practice incentive payment will be made to the landowner once the acres are certified, the permanent markers are installed, and the riparian forest buffer is certified as complete by the Kansas Forest Service.
8. The Farm Service Agency (FSA) soil rental rate for the 66 foot wide riparian forest buffer area will be used as the basis for payment. Payment will be determined by multiplying the FSA soil rental rate by the acres in the 66 foot wide riparian forest buffer by 10 (years).
9. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
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1. All program participants receiving incentive payments for practices are required to follow the DOC Approved Standards and Specifications. The contents and terms stated in practice code **004 Streambank Riparian Buffer Incentive Payment** shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving a practice incentive payment.
2. I agree to be responsible for the total cost of planting stock and installation, unless other sources such as RCPP/EQIP are providing funding.
3. As a condition of accepting the state practice incentive payment, I agree not to destroy the riparian forest buffer or field side boundary markers for 10 years. I agree to maintain 70% planting survival rate during the contract period (replanting expenses are the responsibility of the landowner years 4 through 10, unless the cause was due to weather-related events or other acts beyond the landowner's control (e.g. drought or flooding) – cases will need to be evaluated individually).
4. I agree to permit access to the Kansas Forest Service and/or Kansas Forest Service contract personnel or DOC personnel for the installation, maintenance, and monitoring of the 66 foot wide riparian forest buffer for 10 years.
5. Should I destroy the riparian forest buffer or field side boundary markers, it is understood that I may be declared ineligible for future cost-share funds and will be required to repay 100% of the incentive payment funds.
6. I will not allow cattle to access the riparian forest buffer area.
7. The practice incentive payment will be made to the landowner once the acres are certified, the permanent markers are installed, and the riparian forest buffer is certified as complete by the Kansas Forest Service.
8. The Farm Service Agency (FSA) soil rental rate for the 66 foot wide riparian forest buffer area will be used as the basis for payment. Payment will be determined by multiplying the FSA soil rental rate by the acres in the 66 foot wide riparian forest buffer by 10 (years).
9. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
10. If records indicate you have a debt owed to the State of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas Department of Administrations, Division of Accounts and Reports.

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1. The contents and terms stated in adopted practices shall be considered as part of this agreement and shall be carried out by the landowner(s) as a condition of receiving payment.
2. As a condition of accepting state cost-share assistance, I agree to maintain the practice as installed for a minimum of 10 years. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district representative(s) to inspect maintenance of the conservation practice(s).
3. Should I fail to maintain the practice as installed, it is understood that I may be declared ineligible for future cost-share funds and will be required to pay back to the State of Kansas cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60% 8 years-40% 9 years-20% and 10 years-10%.
4. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
5. The amount of cost-share assistance earned is based on the approved payment rate(s) or the actual landowner cost (based on the required invoices submitted by the landowner), whichever is less. Cost share payment rates are set by the DOC and landowner limits are set by the Conservation District Board for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
6. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
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## Part IV – Landowner Agreement

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Non-Point Source Pollution Control Program to include:

1. The contents and terms stated in adopted practices shall be considered as part of this agreement and shall be carried out by the landowner(s) as a condition of receiving payment.
2. As a condition of accepting state cost-share assistance, I agree to maintain the practice as installed for a minimum of 10 years. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district representative(s) to inspect maintenance of the conservation practice(s).
3. Should I fail to maintain the practice as installed, it is understood that I may be declared ineligible for future cost-share funds and will be required to pay back to the State of Kansas cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60% 8 years-40% 9 years-20% and 10 years-10%.
4. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
5. The amount of cost-share assistance earned is based on the approved payment rate(s) or the actual landowner cost (based on the required invoices submitted by the landowner), whichever is less. Cost share payment rates are set by the DOC and landowner limits are set by the Conservation District Board for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
6. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
7. If records indicate you have a debt owed to the State of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts & Reports.

## SAMPLE ONLY – NOT FOR USE

Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting

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## Part IV – Landowner Agreement

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) (**for structural and management practices**) or tenant(s) (**for management practices only**) on the site identified in PART I. By signing below, the landowner/tenant understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner/tenant agrees, as soon as practicable after his/her signature, to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner/tenant agrees to the terms set forth herein by the regulations governing the Kansas Reservoir Protection Initiative to include:

1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All program participants receiving payments for structural or management practices are required to follow DOC Approved Standards and Specifications (NRCS standards and specifications will be used if no DOC standard and specification exists). The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner(s) (**for structural and management practices**) or tenant(s) (**for management practices only**) as a condition of receiving payment.
3. As a condition of accepting state cost-share assistance, I agree to maintain structural practices according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 10 years (NRCS standards and specifications will be used if no DOC standard and specification exists). Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district or Natural Resources Conservation Service representative(s) to inspect maintenance of the conservation practice(s).
4. Should I fail to maintain the structural practice(s) according to DOC Approved Standards and Specifications (NRCS standards and specifications will be used if no DOC standard and specification exists), it is understood that I may be declared ineligible for future cost-share funds and will be required to pay back to the State of Kansas cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60%, 8 years-40%, 9 years-20%, and 10 years-10%.
5. As a condition of accepting state cost-share assistance for management practices (no-till, cover crops, etc.), I agree to implement the practice according to required procedures as outlined in DOC Approved Standards and Specifications for a minimum of 3 years for no-till and 1 year for cover crops (NRCS standards and specifications will be used if no DOC standard and specification exists). Destruction of a planted cover crop by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the management practice was applied for the conservation district or Natural Resources Conservation Service representative(s) to inspect implementation of the conservation practice(s).
6. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
7. An incentive payment of \$50 per ton of sediment reduced by the installed or implemented practice, not to exceed the county average cost plus 10% or the landowner actual cost, is used as a basis to determine the amount of the incentive payment received by the landowner. Incentive payments are also determined based upon availability of funds. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
8. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
9. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

## SAMPLE ONLY – NOT FO USE

**Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.**



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Part IV. – Landowner Agreement Signature

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the Sediment and Nutrient Reduction Initiative (SNRI) to include:

1. I understand that as a condition of receiving the incentive payment, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All practices are to be installed to USDA, Natural Resources Conservation Service (NRCS) Standards and Specifications and should meet all USDA, Farm Service Agency (FSA) Conservation Reserve Program (CRP) program requirements.
3. As a condition of accepting the state incentive payment, I agree to maintain the practice according to required maintenance procedures for the life of the FSA CRP Contract.

Should I fail to maintain the practice according to Standards and Specifications adopted by the DOC and all requirements of the contract, all incentive funds received through the SNRI shall be returned to the DOC in their entirety.

4. All contracts received by May 22<sup>st</sup> (or as determined by Kansas Department of Agriculture) of the state fiscal year in which this contract was initiated will be completed and paid in that fiscal year. All submissions received after May 22<sup>st</sup> will be considered contracts for the next state fiscal year.
5. Payments will be issued upon contract approval by the DOC and submission for contract payment by Conservation District Staff. Tier 1 areas will receive a payment of \$225/acre and Tier 2 areas will receive a payment of \$162.50/ acre. The entire offered field must be within the tier area to be eligible for the SNRI.
6. When a change of ownership occurs on land before the expiration of the practice lifespan specified, it is the responsibility of the cost-share recipient to obtain, in writing, a contract with the new owner to transfer the maintenance obligations as stated in this contract to the new landowner. A copy of the transferred contract shall be provided to the conservation district. If such a contract is not made, this contract shall remain binding with the original landowner who received the cost-share assistance.
7. If records indicate you have a debt owed to the State of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A. 75-6201 eq seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

## SAMPLE ONLY – NOT FOR USE

Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.

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## Part IV. – Landowner Agreement Signature

This contract is entered into between the Kansas Department of Agriculture Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized Conservation District representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature to implement the contract and provide certification of completion (i.e invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Riparian Quality Enhancement Initiative to include:

1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All structures/practices cost-shared by the state are to be built to USDA, Natural Resources Conservation Service (NRCS) Standards and Specifications or approved DOC minimum pollution control practices.
3. As a condition of accepting state cost-share assistance, I agree to maintain the practice according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 10 years. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for to the Conservation District, Division of Conservation, or Natural Resources Conservation Service representative(s) to inspect maintenance of the conservation practice(s). If I elected, as part of Project Proposal, to allow limited tours of the property to either the DOC or the Conservation District, I agree to permit access to the property for this purpose.
4. Should I fail to maintain the practice according to DOC Approved Standards and Specifications, it is understood that I may be declared ineligible for future cost-share funds and will be required to pay back to the State of Kansas cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification Date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60%, 8 years-40%, 9 years-20%, and 10 years-10%.
5. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT AND ON THE PROJECT PROPOSAL SHEET** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
6. County average cost, not to exceed the landowner actual cost, is used as a basis for determining the amount of cost-share assistance earned. Cost share rates and landowner limits will be those set by the DOC for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
7. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
8. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

## SAMPLE ONLY – NOT FOR USE

Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.

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**Irrigation Technology**

## Part IV. – Landowner Agreement Signature

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Water Resources Cost-Share Program to include:

1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All program participants receiving payments for structural or management practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. As a condition of accepting state cost-share assistance, I agree to maintain the practice according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 5 years. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district or the Kansas Department of Agriculture Division of Conservation representative(s) to inspect maintenance of the conservation practice(s).
4. Should I fail to maintain the practice according to DOC Approved Standards and Specifications, it is understood that I may be declared ineligible for future cost-share funds and will be required to pay back to the State of Kansas cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed five years or less-100%.
5. As a condition of accepting state cost-share assistance, I agree to provide all applicable data from the cost-share practice requested by the conservation district or the Kansas Department of Agriculture Division of Conservation.
6. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
7. The amount of cost-share assistance earned is based on the approved payment rate(s) or the actual landowner cost (based on the required invoices submitted by the landowner), whichever is less. Cost share payment rates are set by the DOC and landowner limits are set by the Conservation District Board for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
8. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
9. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

**SAMPLE ONLY – NOT FOR USE**

**Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.**

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## Part IV – Landowner Agreement

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature, to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Non-Point Source Pollution Control Program to include:

1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All program participants receiving payments for structural or management practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. As a condition of accepting state cost-share assistance, I agree to maintain the practice according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 10 years. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district or Natural Resources Conservation Service representative(s) to inspect maintenance of the conservation practice(s).
4. Should I fail to maintain the practice according to DOC Approved Standards and Specifications, it is understood that I may be declared ineligible for future cost-share funds and will be required to repay cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60%, 8 years-40%, 9 years-20%, and 10 years-10%.
5. All Livestock Waste Systems, which require site relocation, shall follow reclamation policies adopted by the DOC prior to payment of cost-share assistance. All Livestock Waste System relocation policies shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving cost-share assistance. Failure to implement all the requirements of the relocation policies may require repayment of cost-share funds received.
6. Failure to install all practices in the Livestock Waste System design may require repayment of cost-share funds received for engineering design reimbursement, and as a partial payment on this contract. Eligible partial payments are for grass seeding and trees for feedlot windbreaks. The owner of the livestock facility is responsible for proper operation and maintenance and, if needed, modification of the facility or other actions to assure continuous satisfactory operation at landowner expense.
7. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
8. An incentive payment of \$30 per ton of Phosphorous reduced by the installed or implemented Practice, not to exceed \$45 per acre the 1<sup>st</sup> year, \$30 per acre the 2<sup>nd</sup> year and \$15 per acre the 3<sup>rd</sup> year. Cost-share is also determined based upon availability of funds. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
9. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
10. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.
11. Co-Pay Environmental Quality Incentive Program (EQIP) practice component contract payments will be figured at the EQIP contract total cost for DOC eligible practices. The combination of the EQIP payment and the DOC contract payment cannot exceed 90% of the EQIP contract total cost. If this contract is in conjunction with an EQIP contract, the preceding provisions apply to the practice(s) approved for DOC co-payment. EQIP Contract Number \_\_\_\_\_.

**SAMPLE ONLY – NOT FOR USE**

**Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas.  
All corporations with the exception of medical corporations are exempt from 1099 reporting.**

**Riparian Quality  
Enhancement Initiative**

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Part IV. – Landowner Agreement Signature

This contract is entered into between the Kansas Department of Agriculture Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized Conservation District representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature to implement the contract and provide certification of completion (i.e invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Riparian Quality Enhancement Initiative to include:

1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All structures/practices cost-shared by the state are to be built to USDA, Natural Resources Conservation Service (NRCS) Standards and Specifications or approved DOC minimum specifications.
3. As a condition of accepting state cost-share assistance, I agree to maintain the practice according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 10 years. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for to the Conservation District, Division of Conservation, Kansas Forest Service representative(s) to inspect maintenance of the conservation practice(s). If I elected, as part of Project Proposal, to allow limited tours of the property to either the DOC or the Conservation District, I agree to permit access to the property for this purpose.
4. Should I fail to maintain the practice according to DOC Approved Standards and Specifications, it is understood that I may be declared ineligible for future cost-share funds and will be required to pay back to the State of Kansas cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification Date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60%, 8 years-40%, 9 years-20%, and 10 years-10%.
5. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
6. Cost share rates as provided by the Kansas Forest Service, not to exceed the landowner actual cost, is used as a basis for determining the amount of cost-share assistance earned. Cost share rates and landowner limits will be those set by the DOC for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
7. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
8. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the Accounts Receivable Setoff Program administered by the State of Kansas Department of Administration, Division of Accounts and Reports.
9. Co-Pay Environmental Quality Incentive Program (EQIP) and Regional Conservation Partnership Program (RCPP) practice component contract payments will be figured at the EQIP/RCPP contract total cost for DOC eligible practices. The combination of the EQIP/RCPP payment and the DOC contract payment cannot exceed 90% of the EQIP/RCPP contract total cost. If this contract is in conjunction with an EQIP/RCPP contract, the preceding provisions apply to the practice(s) approved for DOC co-payment. EQIP/RCPP Contract Number \_\_\_\_\_.

**SAMPLE ONLY – NOT FOR USE**

## Soil Health

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## Part IV – Landowner Agreement

This contract is entered into between the Division of Conservation, Kansas Department of Agriculture (referred to as the DOC) and the undersigned Conservation District on the site identified in PART I. By signing below, the Conservation District understands and agrees that upon the chairperson’s signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The Conservation District agrees, as soon as practicable after the chairperson’s signature, to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Non-Point Source Pollution Control Program to include:

1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All program participants receiving payments for structural or management practices are required to follow DOC Approved Standards and Specifications (NRCS standards and specifications will be used if no DOC standard and specification exists). The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner(s) (**for structural and management practices**) or tenant(s) (**for management practices only**) as a condition of receiving payment.
3. As a condition of accepting state cost-share assistance, I agree to maintain structural practices according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 10 years (NRCS standards and specifications will be used if no DOC standard and specification exists). Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district or Natural Resources Conservation Service representative(s) to inspect maintenance of the conservation practice(s).
4. Should I fail to maintain the structural practice(s) according to DOC Approved Standards and Specifications (NRCS standards and specifications will be used if no DOC standard and specification exists), it is understood that I may be declared ineligible for future cost-share funds and will be required to pay back to the State of Kansas cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60%, 8 years-40%, 9 years-20%, and 10 years-10%.
5. As a condition of accepting state cost-share assistance for management practices (no-till, cover crops, etc.), I agree to implement the practice according to required procedures as outlined in DOC Approved Standards and Specifications for a minimum of 3 years for no-till and 1 year for cover crops (NRCS standards and specifications will be used if no DOC standard and specification exists). Destruction of a planted cover crop by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the management practice was applied for the conservation district or Natural Resources Conservation Service representative(s) to inspect implementation of the conservation practice(s).
6. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
7. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
8. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

## SAMPLE ONLY – NOT FOR USE

**Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.**

## Information and Education

## Part IV – Landowner Agreement

This contract is entered into between the Division of Conservation, Kansas Department of Agriculture (referred to as the DOC) and the undersigned Conservation District on the site identified in PART I. By signing below, the Conservation District understands and agrees that upon the chairperson's signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The Conservation District agrees, as soon as practicable after the chairperson's signature, to implement the contract and provide certification of completion (i.e. invoices, receipts and reports) to the DOC. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Non-Point Source Cost-Share Program to include:

1. This agreement shall be effective for a period of up to one year from the DOC approval date to May 1<sup>st</sup>.
2. Uncommitted funds held by the Conservation District on **June 30<sup>th</sup> of the initial contract fiscal year**, will remain in the Conservation District account and shall be deducted from the **next fiscal year** annual advance if this contract is extended. If this contract is not extended, uncommitted funds shall be remitted to DOC by the Conservation District within 10 days of the expiration of this contract.
3. The Conservation District shall use these funds for the purpose of soil health information and education.
4. The Conservation District shall follow the Operations Fund guidelines (see KS CD Handbook pages 5:3-6) for expenditure of funds under this contractual agreement.
5. The Conservation District shall maintain for five years a permanent file for financial records documenting all expenses incurred under this agreement which shall be available for inspection by DOC without notice to the Conservation District for spot check audits of the Conservation District's accounting and expenditure records. Any expenditure determined at the sole discretion of DOC not to be in compliance with Section 7 below may be required by DOC to be repaid.
6. All financial assistance provided under this agreement shall be expended by the Conservation District exclusively to implement federal, state and county programs. The Conservation District shall monitor agreement implementation to assure performance is in accordance with DOC administrative policy as may be amended and other guidance and assistance provided by DOC's Water Quality Program Manager and/or Administrative Manager. Any breach of this paragraph shall be considered a material breach of this contract and shall be grounds for termination for cause under Section 9 below.
7. The Conservation District shall submit a Reconciliation Report (SCC/NPS-5 Soil Health Education Ledger form) to DOC promptly after the end of the project for all expenditures incurred in completing the project. The report shall be certified as correct by the chairperson of the Conservation District, or his/her designee. **Attached to the report shall be a project summary report summarizing soil health education activities by the Conservation District.** Any breach of this paragraph shall be considered a material breach of this contract and shall be grounds for termination for cause under Section 9 below.
8. This agreement may be extended or modified as agreed to by DOC for completion of services directly related to this agreement. Such extensions or modifications shall be in writing and signed by both of the parties. **Modifications to this agreement are prohibited after May 1<sup>st</sup> of the initial contract fiscal year.**
9. This agreement may be terminated by either party upon 30 days written notice of one to the other. **DOC may terminate this agreement for cause upon seven (7) days written notice to the Conservation District if DOC should determine that the Conservation District is in material breach of any provision of this agreement (see requirements listed under 6 and 7).** Upon agreement termination the Conservation District shall account for receipt and expenditure of annual advance within seven (7) days of termination in the same manner as required in Section 7 above. Any remaining funds shall be remitted by the Conservation District to DOC within 30 days of termination.
10. This agreement may not be assigned by the Conservation District in any manner without the written consent of DOC.
11. This agreement shall not be construed as providing an enforceable right to any third party.
12. Both parties, in the performance of this agreement, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Any employee or agent of one party shall not be construed to be the employee or agent of the other party for any purpose. The Conservation District assumes full liability for payment of unemployment insurance, worker's compensation insurance and social security taxes as well as all income tax deductions and other taxes or payroll deductions required by law for its employees engaged in work authorized under this contract. DOC has no liability to the Conservation District for any of the above referenced items.

## SAMPLE ONLY – NOT FOR USE

**Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.**

Conservation District  
Information and Education

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## Part IV – Landowner Agreement

This contract is entered into between the Division of Conservation, Kansas Department of Agriculture (referred to as the DOC) and the undersigned Conservation District on the site identified in PART I. By signing below, the Conservation District understands and agrees that upon the chairperson’s signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The Conservation District agrees, as soon as practicable after the chairperson’s signature, to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Water Resources Cost-Share Program to include:

1. This agreement shall be effective for a period of up to three years from the DOC approval date to May 1<sup>st</sup> of the ending contract fiscal year.
2. All Conservation District field trials that involve structural or management practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the Conservation District and participating landowner(s)/operator(s) as a condition of this agreement.
3. The Conservation District shall use these funds for the purpose of cooperating/conducting water quality field trials. These funds can be used in combination with another Conservation District(s) for the intended purpose.
4. The Conservation District shall follow the Operations Fund guidelines (see KS CD Handbook pages 5:3-6) for expenditure of funds under this contractual agreement.
5. The Conservation District shall maintain for five years a permanent file for financial records documenting all expenses incurred under this agreement which shall be available for inspection by DOC without notice to the Conservation District for spot check audits of the Conservation District’s accounting and expenditure records. Any expenditure determined at the sole discretion of DOC not to be in compliance with Section 7. below may be required by DOC to be repaid.
6. All financial assistance provided under this agreement shall be expended by the Conservation District exclusively to implement federal, state and county programs. The Conservation District shall monitor agreement implementation to assure performance is in accordance with DOC administrative policy as may be amended and other guidance and assistance provided by DOC’s Water Quality Program Manager and/or Administrative Manager. Any breach of this paragraph shall be considered a material breach of this contract and shall be grounds for termination for cause.
7. The Conservation District shall submit a Reconciliation Report (SCC/NPS-5 Soil Health Education Ledger form) to DOC promptly after the end of the project for all expenditures incurred in completing the project. The report shall be certified as correct by the chairperson of the Conservation District, or his/her designee. **Attached to the report shall be a project summary report summarizing soil health education activities by the Conservation District.** Any breach of this paragraph shall be considered a material breach of this contract and shall be grounds for termination for cause.
8. This agreement may be terminated by either party upon 30 days written notice of one to the other.
9. **DOC may terminate this agreement for cause upon seven (7) days written notice to the Conservation District if DOC should determine that the Conservation District is in material breach of any provision of this agreement (see requirements listed under sections 6. And 7. Of this agreement).**
10. Upon agreement termination, the Conservation District shall account for receipt and expenditure of annual advance within seven (7) days of termination in the same manner as required in Section 7. above. Any remaining funds shall be remitted by the Conservation District to DOC within 30 days of termination.
11. This agreement shall be binding on the Conservation District’s successors, executors, administrators or assigns.
12. This agreement may not be assigned by the Conservation District in any manner without the written consent of DOC.
13. This agreement shall not be construed as providing an enforceable right to any third party.

## SAMPLE ONLY – NOT FOR USE

**Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.**



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## Abandoned Water Well Plugging

## Part IV – Landowner Agreement

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Water Resource Cost-Share Program to include:

1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All program participants receiving payments for structural practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. The Kansas Department of Health and Environment form WWC-5P shall be completed for each well and a copy shall be submitted to the conservation district.
4. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
5. The amount of cost-share assistance earned is based on the approved payment rate(s) or the actual landowner cost (based on the required invoices submitted by the landowner), whichever is less. Cost share payment rates are set by the DOC and landowner limits are set by the Conservation District Board for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
6. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

**SAMPLE ONLY – NOT FOR USE**

**Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.**

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## Part IV – Landowner Agreement

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Water Resource Cost-Share Program to include:

1. I understand that as a condition of receiving cost-share assistance, I have not started this practice prior to approval by the DOC.
2. All program participants receiving payments for structural or management practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
4. The amount of cost-share assistance earned is based on the approved payment rate(s) or the actual landowner cost (based on the required invoices submitted by the landowner), whichever is less. Cost share payment rates are set by the DOC and landowner limits are set by the Conservation District Board for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
5. As a condition of accepting state cost-share assistance, I agree to apply nutrients in compliance with KSU Extension or NRCS fertilizer recommendations. Fertilizer application cannot exceed recommended amounts by more than 10%.
6. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

**SAMPLE ONLY – NOT FOR USE**

**Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.**

Irrigation Practices

Part IV – Landowner Agreement

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Non-Point Source Pollution Control Program to include:

1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. All program participants receiving payments for structural or management practices are required to follow DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. As a condition of accepting state cost-share assistance, I agree to maintain the practice according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 5 years. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district or the Kansas Department of Agriculture Division of Conservation representative(s) to inspect maintenance of the conservation practice(s).
4. Should I fail to maintain the practice according to DOC Approved Standards and Specifications, it is understood that I may be declared ineligible for future cost-share funds and will be required to pay back to the State of Kansas cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed five years or less-100%.
5. As a condition of accepting state cost-share assistance, I agree to provide all applicable data from the cost-share practice requested by the conservation district or the Kansas Department of Agriculture Division of Conservation.
6. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
7. The amount of cost-share assistance earned is based on the approved payment rate(s) or the actual landowner cost (based on the required invoices submitted by the landowner), whichever is less. Cost share payment rates are set by the DOC and landowner limits are set by the Conservation District Board for this program. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
8. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
9. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

**SAMPLE ONLY – NOT FOR USE**

**Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.**

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## Part IV – Landowner Agreement

This contract is entered into between the Kansas Department of Agriculture, Division of Conservation (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Water Resources Cost-Share Program to include:

1. I understand that as a condition of receiving cost-share assistance, I cannot begin implementation of this management practice prior to approval by the DOC.
2. All program participants receiving incentive payments for management practices are required to follow the DOC Approved Standards and Specifications. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving a management practice incentive.
3. The project shall be completed by the **PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT** unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
4. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
5. If records indicate you have a debt owed to the State of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

**SAMPLE ONLY – NOT FOR USE**

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## Example News Release

### *Happy County Conservation District*

P.O. Box 170      123 4<sup>th</sup> Street  
Gladville, KS 66600

EXAMPLE NEWS RELEASE  
Cost-Share Sign-Up



January 31, 2023

Contact: Ima Good, District Manager  
620.581.2211

### **For immediate release**

Happy County Conservation District is conducting a sign-up February 1 through March 11, to accept requests for state financial assistance to install enduring conservation practices. The conservation district administers state cost-share programs locally to improve water quality and reduce soil erosion. Funding is provided by the Division of Conservation, Kansas Department of Agriculture (DOC) through appropriation from the State Water Plan Fund.

Landowners with natural resource concerns on their property are encouraged to visit the Happy County Conservation District to discuss the possibility of receiving state financial assistance. Funding is provided through cost-share payments to landowners for eligible practices such as terraces, grassed waterways, field windbreaks, grass plantings, livestock water supplies, cross fencing, and abandoned well plugging. The sign-up does not guarantee approval of cost-share financial assistance. Projects started or completed prior to being approved for funding are not eligible for these funds.

Following the sign-up deadline each request is carefully reviewed to ensure eligibility. The proposed project is ranked according to a system developed by Happy County Conservation District. The ranking system ensures fairness to landowners and ensures cost-share funds are used to meet local conservation priorities. Landowners approved for the program are notified of the practice(s) approved and the estimated amount of cost-share that will be provided. Before the work can begin the contract is approved by the DOC and an original signature must be obtained by the landowner(s).

The conservation district works closely with the USDA Natural Resources Conservation Service (NRCS) to protect and conserve natural resources, primarily soil and water. Conservation practices funded with state cost-share funds must be installed and maintained according to NRCS and DOC specifications. It is necessary that landowners work closely with NRCS in the planning stage to ensure practices are applied correctly. Technical assistance for these practices is provided free of charge by the USDA.

For more information concerning state cost-programs and other available services, please contact Ima Good, district manager, Happy County Conservation District, 620.581.2211.

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## Example Letters

EXAMPLE LETTER  
NPSPCP AWP Contract  
Signature Request



Happy County Conservation District  
123 4<sup>th</sup> Street, Gladville, KS 65432  
Telephone: 785.432.1234 Fax: 785.432.4321

July 7, 2023

Don Milo  
1001 Smile Road  
Pleasant Valley, KS 65432

Dear Mr. Milo:

It is my pleasure to inform you that your request for financial assistance to plug an abandoned water well on your property (NW1/4 NW1/4 of 18-19-20) ranked high enough to qualify for state cost-share through the local program administered by the Happy County Conservation District. You have been **tentatively** approved for \$950, an amount based on the estimated units to plug the well.

Please carefully review the enclosed Division of Conservation, Kansas Department of Agriculture Contract for Financial Assistance and verify all the owners of the property are listed with correct landowner information. If the landowner information is correct and you concur with the landowner agreement terms on Part IV, sign, date, and promptly return the original signed Contract to the Happy County Conservation District. Please contact this office immediately if any changes are necessary. **The Contract is not valid until it is signed by the landowner(s) (or by their Power of Attorney) and will be void unless returned to this office within 20 days of the date of this letter.** Upon receipt of the original signed Contract, I will notify you when you can proceed with the Contract. I will then provide you with a copy of the signed Contract.

Please note, the Contract is for an estimated amount of work. The payment will be based on the approved components and will not to exceed the original amount approved. If installed units differ from estimated units, the contract will be amended. Additional funds, if needed, could be added to the project if funds are available and within project and landowner limits.

Wells must be plugged by a licensed well driller or by the well owner. The procedure to plug a well is outlined in *Plugging Abandoned Wells*, which is also enclosed with this letter. Landowners planning to hire a well driller/contractor are encouraged to get a quote prior to construction. It is the responsibility of the landowner to contact a licensed well driller/contractor and ensure coordination with the Natural Resources Conservation Service (NRCS) personnel, 785.432.1234, to complete the Well Plugging Worksheet before the work begins. Please make arrangements to have the work completed as soon as possible, and notify the conservation district when finished so the NRCS can certify that the work has been completed to specifications. All work must be completed and bill(s) along with the Water Well Plugging Record, Form WWC-5P, submitted to our office on or before the **Contract Project Completion Date of September 7, 2023**. Additionally, all plugged water wells shall be registered with the Kansas Department of Health and Environment (KDHE) by the contractor who will provide copies of the Water Well Plugging Record, Form WWC-5P, to KDHE, Bureau of Water. The Water Well Plugging Record forms are available at the Happy County Conservation District office for landowners that are plugging their own well. Be sure to contact this office to communicate any complications related to progress of completing the Contract.

Thank you very much for your cooperation. Should you decide at any time that you do not want to proceed with this Contract, please notify this office, so your Contract can be cancelled and another landowner may be provided financial assistance. If you have any further questions, please come by the office or give me call at 785.432.1234, ext. 3.

Sincerely,

Ima Good  
District Manager

Enclosures: Contract for Financial Assistance, State Code NPS-2023-2, with return envelope *Plugging Abandoned Wells*

EXAMPLE LETTER  
NPSPCP OSW Contract  
Signature Request



Happy County Conservation District  
123 4<sup>th</sup> Street, Gladville, KS 65432  
Telephone: 785.432.1234 Fax: 785.432.4321

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July 7, 2023

Mr. and Mrs. John Urban  
515 Sunshine Lane  
Everwood, CO 80012

Dear Mr. and Mrs. Urban:

It is my pleasure to inform you that your request for financial assistance for an on-site wastewater system ranked high enough to qualify for state cost-share through the local program administered by the Happy County Conservation District. You have been approved for cost-share assistance not to exceed \$2,500 to assist with the costs associated with upgrading the onsite waste system on your property located at 1212 SW Sunflower Street, Smalltown, KS. Please note, that the cost-share payment will be considered taxable income.

Please carefully review the enclosed Division of Conservation, Kansas Department of Agriculture Contract for Financial Assistance and verify all the owners of the property are listed with correct landowner information. If the landowner information is correct and you concur with the landowner agreement terms on Part IV, sign, date, and promptly return the original signed Contract to the Happy County Conservation District. Please contact this office immediately if any changes are necessary. **The Contract is not valid until it is signed by the landowner(s) (or by their Power of Attorney) and will be void unless returned to this office within 20 days of the date of this letter.** Upon receipt of the original signed Contract, I will notify you when you can proceed with the Contract. I will then provide you with a copy of the signed Contract.

Before your system can be installed, if you haven't done so already, you must obtain a Wastewater Permit from the Happy County Health Department, 303 Red Oak Street, Gladville, KS. Landowners are encouraged to get a quote from licensed wastewater system installers prior to construction. It is the responsibility of the landowner to contact a contractor and ensure coordination with the Health Department personnel, 785.432.4321, to design and lay out the practice before the contractor begins work. Please make arrangements to have the work completed as soon as possible, and notify the Happy County Health Department when finished so the work can be certified that it has been completed to specifications. All work must be completed and bill(s) submitted to our office on or before the **Contract Project Completion Date of August 9, 2023**. Be sure to contact this office to communicate any complications related to progress of completing the Contract.

Thank you very much for your cooperation. Should you decide at any time that you do not want to proceed with this Contract, please notify this office, so your Contract can be cancelled and another landowner may be provided financial assistance. If you have any further questions, please come by the office or give me call at 785.432.1234, ext. 3.

Sincerely,

Ima Good  
District Manager

Enclosure: Contract for Financial Assistance, State Code NPS-2023-1, with return envelope  
cc: Happy County Health Department



Happy County Conservation District  
123 4<sup>th</sup> Street, Gladville, KS 65432  
Telephone: 785.432.1234 Fax: 785.432.4321

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July 7, 2023

Mr. and Mrs. Joe Farmer  
777 Lucky Road  
Green Field, KS 67890

Dear Mr. and Mrs. Farmer:

It is my pleasure to inform you that your request for financial assistance to install gradient terraces on your property (NE1/4 SW1/4 of 17-18-19) ranked high enough to qualify for state cost-share through the local program administered by the Happy County Conservation District. You have been **tentatively** approved for \$3,808, an amount based on the estimated units to install the terraces.

Please carefully review the enclosed Division of Conservation, Kansas Department of Agriculture Contract for Financial Assistance and verify all the owners of the property are listed with correct landowner information. If the landowner information is correct and you concur with the landowner agreement terms on Part IV, sign, date, and promptly return the original signed Contract to the Happy County Conservation District. Please contact this office immediately if any changes are necessary. **The Contract is not valid until it is signed by the landowner(s) (or by their Power of Attorney) and will be void unless returned to this office within 20 days of the date of this letter.** Upon receipt of the original signed Contract, I will notify you when you can proceed with the Contract. I will then provide you with a copy of the signed Contract.

Please note, the Contract is for an estimated amount of work. The payment will be based on the eligible actual units constructed and will be paid the state cost share rate, not to exceed the original amount approved. If installed units differ from estimated units, the contract will be amended. Additional funds, if needed, could be added to the project if funds are available and within project and landowner limits.

Landowners are encouraged to get a quote from contractors prior to construction. It is the responsibility of the landowner to contact a contractor and ensure coordination with the Natural Resources Conservation Service (NRCS) personnel, 785.432.1234, to design and stake the practice before the contractor begins work. Please make arrangements to have the work completed as soon as possible, and notify the conservation district when finished so the NRCS can certify that the work has been completed to specifications. All work must be completed and bill(s) submitted to our office on or before the **Contract Project Completion Date of September 7, 2023**. Be sure to contact this office to communicate any complications related to progress of completing the Contract.

Thank you very much for your cooperation and interest in conservation. Should you decide at any time that you do not want to proceed with this Contract, please notify this office, so your Contract can be cancelled and another landowner may be provided financial assistance. If you have any further questions, please come by the office or give me call at 785.432.1234, ext. 3.

Sincerely,

Ima Good  
District Manager

Enclosure: Contract for Financial Assistance, State Code WR-2023-1, with return envelope





Happy County Conservation District  
123 4<sup>th</sup> Street, Gladville, KS 65432  
Telephone: 785.432.1234 Fax: 785.432.4321

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August 1, 2023

Mr. and Mrs. Joe Farmer  
777 Lucky Road  
Green Field, KS 67890

Dear Mr. and Mrs. Farmer:

This letter is regarding the Division of Conservation, Kansas Department of Agriculture (DOC) Contract for Financial Assistance for the gradient terraces installed on your property (NE1/4 SW1/4 of 17-18-19). I have submitted a request for payment to the DOC in the amount of \$3,778.25. Mr. Farmer should be receiving a check in the mail within the next few weeks from the State of Kansas for \$3,778.25 which is 100% of the cost-share payment as per Contract.

Enclosed, please find a copy of the Certification of Completion/Request for Payment. This document includes the computations arriving at the cost-share amount and the approved amount for payment. A landowner, except corporations, receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas in January for tax purposes.

If records indicate you have a debt owed to the State of Kansas, a Kansas municipality or a District Court, the amount owed may be deducted from the earned cost-share amount by the State and Federal debt collections Kansas Treasury Offset Program in accordance with K.S.A. 75-6201 et seq. This program is administered by the State of Kansas, Department of Administration, Division of Accounts and Reports.

Please keep in mind that by signing the Contract, you agreed to properly maintain the practice(s) for a minimum of 10 years. If for any reason the practice(s) is not properly maintained according to the DOC standard and specifications, you will be required to pay back on a prorated basis, the State of Kansas cost-share funds received in accordance with the Contract provisions. Additionally, it is your responsibility that if the land where the practice(s) was installed sells before 10 years, to obtain in writing a contract with the new owner to transfer the maintenance obligations as stated in the Contract to the new landowner. A copy of the transferred contract must be provided to the Happy County Conservation District. If such contract is not made, the original Contract shall remain binding with the original landowner who received the cost-share assistance.

Thank you for allowing the Happy County Conservation District the opportunity to serve you! If you have any questions, or if we can be of any further service to you, please call me at 785.432.1234, ext. 3.

Sincerely,

Ima Good  
District Manager

Enclosure: Copy of Certification of Completion/Request for Payment, State Code WR-2023-1

## Example Cost Share Application

**EXAMPLE**  
**Happy County Conservation District**  
**State Cost-Share Financial Assistance**  
**Request Form**

**For District Use Only**

Date Received \_\_\_\_\_

Eligible Practice \_\_\_\_\_

HUC \_\_\_\_\_

C-S Program \_\_\_\_\_

Contract # \_\_\_\_\_

**Please complete for cost-share financial assistance consideration:**

Cost-share financial assistance requested for the following natural resource concerns:

\_\_\_\_\_

Will this project be complete in FY 2024 (July 1, 2023 – May 1, 2024)? Yes \_\_\_\_\_ No \_\_\_\_\_

What is the current land use? \_\_\_\_\_

Legal Description: Sec. \_\_\_\_\_ Twnshp: \_\_\_\_\_ Rng: \_\_\_\_\_ Tract #: \_\_\_\_\_ Field #: \_\_\_\_\_  
(Indicate location of proposed project on aerial map.)

Landowner's Name (as appearing on deed):

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_ E-mail: \_\_\_\_\_

Operator's Name & Telephone Number: \_\_\_\_\_

Multiple landowners? Yes No If yes, please add additional landowners' information on next page with percent share.

**Separate and signed W-9 forms are required for each landowner.**

**NOTE:**

- Completing this form does **not** guarantee cost-share financial assistance.
- Construction/installation/implementation of a project started prior to contract approval by DOC will result in ineligibility for cost-share financial assistance.
- An on-site evaluation of resource concern may be conducted by the conservation district/NRCS staff to determine type and eligibility of the project.
- Each proposed project will be evaluated and ranked based on established criteria.
- If approved for cost-share financial assistance, the landowner(s) must sign a contract agreeing to the terms set forth in the contract. Certain projects have additional requirements.
- You will be notified of the status of your request for cost-share financial assistance by a letter from the Happy County Conservation District after July 1 of the current year.

**Funding for state cost-share programs is provided by the  
Division of Conservation, Kansas Department of Agriculture  
through appropriation from the State Water Plan Fund.**

**EXAMPLE**  
**Happy County Conservation District**  
**State Cost-Share Financial Assistance**  
**Request Form (Continued)**

**Multiple Landowners:**

Landowner's Name (as appearing on deed):

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_ Email: \_\_\_\_\_

Percent Share: \_\_\_\_\_

Landowner's Name (as appearing on deed):

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_ Email: \_\_\_\_\_

Percent Share: \_\_\_\_\_

Landowner's Name (as appearing on deed):

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_ Email: \_\_\_\_\_

Percent Share: \_\_\_\_\_

Landowner's Name (as appearing on deed):

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_ Email: \_\_\_\_\_

Percent Share: \_\_\_\_\_

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## **ACCESS CONTROL (Code 472)**

### **WR and NPS**

#### **1. DEFINITION**

The temporary or permanent exclusion of animals, people, vehicles, and equipment from an area.

#### **2. PURPOSE**

This practice is used to accomplish one or more of the following purposes:

- Achieve and maintain desired resource conditions by monitoring and managing the intensity of use by animals, people, vehicles, and equipment in coordination with the application schedule of practices, measures, and activities specified in the conservation plan.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

This practice applies on all land uses.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-share:
  - i. Animal exclusion from sensitive areas (linear foot)

#### **5. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## AMENDING SOIL PROPERTIES WITH LIME (Code 805)

### WR and NPS

#### 1. DEFINITION

Adjust the soil pH with lime to change physical and chemical properties of the soil to achieve a conservation objective.

#### 2. PURPOSE

This practice is used to accomplish one or more of the following purposes:

- Improve plant productivity and health.
- Improve plant structure and composition.
- Improve habitat for soil organisms.
- Improve water quality by increasing plant availability of applied nutrients.
- Improve aggregate stability.

#### 3. CONDITIONS WHERE PRACTICE APPLIES

This practice applies to cropland, pasture, and associated agricultural lands where the soil potential Hydrogen (pH) is below the desired range and lime can be applied to increase the soil pH to achieve a conservation benefit.

#### 4. COMPONENTS AND ASSOCIATED PRACTICES

a. The following components are authorized for cost-share:

- ii. Lime Rate > 2.0 Ton (acre)
- iii. Low Rate Lime <= 2.0 Ton (acre)

#### 5. POLICIES

This practice must be done in conjunction with Nutrient Management (Code 590).

## **BRUSH MANAGEMENT (Code 314)**

### **WR and NPS**

#### **1. DEFINITION**

Removal, reduction, or manipulation of non-herbaceous plants.

#### **2. PURPOSE**

This practice will be applied to accomplish one or more of the following purposes:

- Restore desired vegetative cover to protect soils, control erosion, reduce sediment, improve water quality, and/or enhance stream flow.
- Restore natural plant community balance.
- Reduce competition for space, moisture, and sunlight between desired and unwanted plants.
- Manage non-herbaceous plants on rangeland, and warm and cool season pasture and haylands.
- This practice may be applied to reduce competition for space, moisture, and sunlight between desired plants and phreatophytes in riparian areas. The practice will also be used to restore desired vegetative cover to protect soils, improve water quality and enhance stream flow.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

This practice applies on rangeland, and warm and cool season pasture and haylands where removal or reduction of excessive woody (non-herbaceous) plants is desired. Where adjustments in grazing management, prescribed burning, and other conservation practices will not restore the kind of plant cover needed to attain conservation objectives within a reasonable time frame.

This practice applies on rangeland, native or naturalized pasture, and pasture and haylands where removal or reduction of phreatophytes in riparian areas is desired and where removal of phreatophytes will conserve moisture.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-share:
  - i. Chemical - Riparian (acre)
  - ii. Chemical, Foliar Spot Treatment (acre)



- iii. Chemical, Uplands (acre)
  - iv. Mechanical & Chemical, Small Shrubs, Medium Infestation (acre)
  - v. Mechanical and Chemical, Heavy Infestation (acre)
  - vi. Mechanical and Chemical, Low Infestation (acre)
  - vii. Mechanical and Chemical, Medium Infestation (acre)
  - viii. Mechanical and Chemical, Severe Infestation (acre)
  - ix. Mechanical, Large Shrubs, Medium Infestation (acre)
  - x. Mechanical, Small Shrubs, Medium Infestation (acre)
- b. Associated Practices
    - i. Prescribed Burning (Code No. 338)

## **5. POLICIES**

- a. This practice provides a cost-share incentive for the implementation of a brush management plan for the control of non-herbaceous plants on rangeland, and warm and cool season pasture and haylands.
- b. This practice provides a cost-share incentive for the implementation of a brush management plan for the control of phreatophytes on rangeland, pasture, and hayland within riparian areas.
- c. A NRCS prescribed burning plan will be followed, if applicable.
- d. A NRCS brush management plan shall be designed and certified using form KS-ECS-314.
- e. A Forage Balance Estimate Worksheet form, provided by the DOC or a NRCS Prescribed Grazing Plan Code 528, shall be completed prior to submitting the CS-3.
- f. An exclusion cage shall be installed in warm season pastures to NRCS Standards and Specifications prior to submitting the CS-4.
- g. Broadcast and aerial treatment will be eligible only where mechanical or spot treatments are not practical. If broadcast or aerial treatment is needed, justification will be documented in the producer's case file.
- h. To be eligible, the canopy cover of the species must be in the High or Medium Infestation Level according to the NRCS practice code for Brush Management.

- i. Grazing lands treated by this practice shall be maintained in permanent vegetation for a minimum of 10 years.
- j. The conservation district shall provide a KSU Extension publication on grazing management to each landowner under contract. Following are extension publications to consider:

MF1118 – Stocking Rate and Grazing Management,  
<http://www.ksre.ksu.edu/bookstore/pubs/mf1118.pdf>;

C402 - Smooth Brome Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/C402.pdf>;

C729 – Tall Fescue Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/c729.pdf>.

Districts should consult with their county extension agent on publications that would be applicable for their county.

- k. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a grazing workshop in the previous year.

## CHANNEL BED STABILIZATION (Code 019)

### RW ONLY

#### 1. DEFINITION

A structure or series of structures used to decrease or halt the impacts to a stream caused by head cuts or other bed instabilities in the stream channel.

#### 2. PURPOSE

Prevent head cuts or stream bed instabilities from causing downcutting or negatively impacting stream practices.

#### 3. CONDITIONS WHERE PRACTICE APPLIES

Where headcuts or bed instabilities exist or could potentially have a negative impact on planned stream practices.

#### 4. COMPONENTS

- a. A list of approved methods and components to be used by the technical service provider is located at <https://www.iowadnr.gov/Environmental-Protection/Water-Quality/River-Restoration/River-Restoration-Toolbox> under practice guides. Below is additional information:
  - i. DOC and technical service providers will meet with the landowner and conservation district before and after the design is completed. Cost share will be based on statewide average costs provided by the technical service provider and/or Kansas Forest Service.
  - ii. While not required of the landowner, soliciting bids is strongly recommended. A list of qualified and experience contractors can be attained through the Kansas Forest Service.

#### 5. POLICIES

The project shall comply with all federal, state, and local laws, rules, and regulations All practices shall meet all necessary permitting requirements.

#### 6. MAINTENANCE

The practice shall be maintained for ten (10) years.

## CONSERVATION CROP ROTATION (Code 328)

### WR and NPS

#### 1. DEFINITION

Growing crops in a planned sequence on the same field.

#### 2. PURPOSE

This practice is used to accomplish one or more of the following purposes:

- Reduce sheet-and-rill or wind erosion.
- Improve soil quality.
- Manage the balance of plant nutrients.
- Supply nitrogen through biological nitrogen fixation to reduce energy use.
- Conserve water.
- Manage saline seeps.
- Manage plant pests (weeds, insects, and diseases).
- Provide feed for domestic livestock.
- Provide annual crops for bioenergy feedstocks.
- Provide food and cover for wildlife, including pollinator forage, cover, and nesting.

#### 3. CONDITIONS WHERE PRACTICE APPLIES

This practice applies to all cropland land where annually-planted crops make up at least one-third of the crop sequence (time basis). For the purposes of this practice, a cover crop is considered a crop in the rotation.

#### 4. COMPONENTS

a. The following components are authorized for cost-share:

- i. Basic Rotation Organic and Non-Organic (acre)

#### 6. POLICIES

a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

## **CONSTRUCTED WETLAND (Code 656)**

### **WR and NPS**

#### **1. DEFINITION**

An artificial wetland ecosystem with hydrophytic vegetation for biological treatment of water.

#### **2. PURPOSE**

To improve water quality of storm water runoff or other water flows.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

Water quality improvement is desired of agricultural storm water runoff.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

a. The following components are authorized for cost-sharing:

- i. Large, 0.5 to 1.0 ac. (acre)
- ii. Large, more than 1.0 ac. (acre)
- iii. Medium, 0.5 ac or less (acre)

#### **5. POLICIES**

- a. Do not use this standard in lieu of NRCS Conservation Practice Standards (CPS), Wetland Restoration (Code 657), Wetland Creation (Code 658), or Wetland Enhancement (Code 659), where the main purpose is to restore, create, or enhance wetland functions other than wastewater treatment or water quality improvement.
- b. The landowner shall obtain necessary local, state, and federal permits that apply before wetland construction, including water rights if required.

#### **6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **CONTOUR BUFFER STRIPS (Code 332)**

### **WR and NPS**

#### **1. DEFINITION**

Strips of perennial vegetation alternated with wider cultivated strips that are farmed on the contour.

#### **2. PURPOSE**

To stabilize the soil, reduce erosion, trap nutrients and pesticides, and improve wildlife habitat.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. On cropland where sheet and soil erosion are problems and contouring is practical.

#### **4. COMPONENTS**

- a. The following components are authorized for cost-sharing:
  - i. Introduced-High Value Cropland (acre)
  - ii. Native, Foregone Income-High Value Cropland (acre)
  - iii. Wildlife/Pollinator-High Value Cropland (acre)

#### **5. POLICIES**

- a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

#### **6. MAINTENANCE**

The practice shall be maintained for ten (10) years. In the event of a vegetation kill by drifting herbicides, the landowner is responsible for re-establishment of the vegetation or repayment according to the maintenance agreement.

## COVER CROP (Code 340)

### WR, NPS and RW\*

#### 1. DEFINITION

Crops including grasses, legumes, and forbs for seasonal cover and other conservation purposes.

#### 2. PURPOSE

Cover crops, if used in combination with no-till and a diverse cropping rotation, provide numerous benefits. Cover crops or no-till by themselves are only a part of a complex cropping system which need to be carefully planned to gain the most benefit. In combination with other smart cropping practices, cover crops can maximize erosion reduction, soil organic matter, biodiversity, and weed suppression. In addition, covers can improve nutrient cycling, better manage soil moisture, provide supplemental forage, and minimize soil compaction. Careful consideration is needed when planning cover crops into an existing crop rotation. Species selection, timing of cover planting, and cover termination need to be well planned in advance of the planting window.

#### 3. CONDITIONS WHERE PRACTICE APPLIES

On all cropland requiring vegetative cover for soil health improvement.

#### 4. COMPONENTS

- a. The following components are authorized for cost-sharing:
  - i. Cover Crop - Basic (Organic and Non-organic) (acre)
  - ii. Cover Crop - Multiple Species (Organic and Non-organic) (acre)

#### 5. POLICIES

- a. \*RW – Only eligible to assist with the establishment of a riparian buffer.
- b. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved Soil Health, No-till or Cover Crop workshop in the previous year.
- c. Landowners or operators are eligible to receive cost-share assistance for Cover Crop (Code 340).
- d. Landowners or operators are eligible to receive cost-share assistance on Cover Crop (Code 340) for two consecutive years.

- e. The following cover crop mixes and seeding rates may be used to meet the requirements of the NPS Cover Crop (Code 340) practice code. Producers may use custom mixes that go beyond what is listed on this document. All requirements of the Natural Resources Conservation Service (NRCS) Kansas Conservation Practice Standard 340, Cover Crop, Construction Specifications must be followed and be used to meet the *Water Quality Degradation–Excessive Sediment in Surface Water* Resource Concern Planning criteria, as found in the Field Office Technical Guide (FOTG), Section 2.

**Fall Mix, Single Species – Example 1**

This example mix will provide erosion control and is good to seed in the fall or early spring between corn and soybeans or soybeans and corn. The seeding rate can be adjusted up or down, but should never drop below 55 bulk pounds per acre (lbs/acre). Please refer to Kansas Conservation Practice Standard 340, Cover Crop, for additional requirements. Cereal rye will overwinter.

Planned Cover Crop Mixture: Fall Mix, Single Species – Example 1								
Species	Seed Rate lbs/acre	Seeds/ Bulk lbs	Acres	Percent of Mix	Seeds Per Acre	Total Pounds	Crop Type	Minimum Germination Temperature
Cereal Rye	60.00	18,160	1.0	100	1,089,600	60.00	CS–Grass	34° F

**Fall Mix, Single Species – Example 2**

This example mix will provide erosion control and is good to seed in the fall or early spring between corn and soybeans or soybeans and corn. The seeding rate can be adjusted up or down, but should never drop below 50 bulk lbs/acre. This example provides an alternative for situations where wheat may be in rotation and cereal rye (or triticale) is not preferred. Please refer to Kansas Conservation Practice Standard 340, Cover Crop, for additional requirements. Winter oats are not guaranteed to overwinter, although they often do. If overwintering is desired, replace the oat mix below with 55 pounds of winter barley for a comparable alternative.

Planned Cover Crop Mixture: Fall Mix, Single Species – Example 2								
Species	Seed Rate lbs/acre	Seeds/ Bulk lbs	Acres	Percent of Mix	Seeds Per Acre	Total Pounds	Crop Type	Minimum Germination Temperature
Winter Oats	65.00	14,000	1.0	100	910,000	65.00	CS–Grass	38° F

**Fall Mix, Multi Species – Example 3**

This example mix will provide erosion control and is good to seed in the fall between corn and soybeans or soybeans and corn. Please refer to Kansas Conservation Practice Standard 340, Cover Crop, for additional requirements. This mix should not be used unless seeding will occur prior to October 1st, because the turnip, radish, and winter peas won't have adequate time to establish in order to provide the needed benefit prior to winterkilling.



Planned Cover Crop Mixture: Fall Mix, Multi Species – Example 3								
Species	Seed Rate lbs/acre	Seeds/ Bulk lbs	Acres	Percent of Mix	Seeds Per Acre	Total Pounds	Crop Type	Minimum Germination Temperature
Cereal Rye	21.00	18,160	1.0	39	381,360	21.00	CS–Grass	34° F
Barley	22.00	18,000	1.0	41	396,000	22.00	CS–Grass	35° F
Turnip	0.50	192,800	1.0	10	96,400	0.50	CS–Brassica	45° F
Oilseed Radish	2.00	34,000	1.0	7	68,000	2.00	CS–Brassica	45° F
Winter Pea	14.00	1,840	1.0	3	25,760	14.00	CS–Legume	41° F

#### Summer Mix, Multi Species – Example 4

This example mix will provide erosion control and is good to seed in the summer after the wheat crop. Please refer to Kansas Conservation Practice Standard 340, Cover Crop, for additional requirements.

Planned Cover Crop Mixture: Summer Mix, Multi Species – Example 4								
Species	Seed Rate lbs/acre	Seeds/ Bulk lbs	Acres	Percent of Mix	Seeds Per Acre	Total Pounds	Crop Type	Minimum Germination Temperature
Sudan Sorghum	15.00	17,280	1.0	35	259,200	15.00	WS–Grass	65° F
Pearl Millet	4.00	82,320	1.0	45	329,280	4.00	WS–Grass	65° F
Cowpeas	10.00	3,600	1.0	5	36,000	10.00	WS–Legume	58° F
Sunflower	1.50	7,500	1.0	2	11,250	1.50	WS–Broadleaf	48° F
Ethiopian Cabbage	0.50	145,000	1.0	10	72,500	0.50	CS–Broadleaf	40° F
Grazer Radish	0.50	50,000	1.0	3	25,000	0.50	CS–Brassica	45° F

#### Summer Mix, Single Species – Example 5

This example mix will provide erosion control and is good to seed in the summer window, possibly after a wheat crop. Please refer to Kansas Conservation Practice Standard 340, Cover Crop, Specification Guide Sheet 340B, for additional requirements.

Planned Cover Crop Mixture: Summer Mix, Single Species – Example 5								
Species	Seed Rate lbs/acre	Seeds/ Bulk lbs	Acres	Percent of Mix	Seeds Per Acre	Total Pounds	Crop Type	Minimum Germination Temperature
Pearl Millet	20.00	82,230	1.0	100	1,644,600	20.00	WS–Grass	65° F

- f. Grazing is permitted and should be conducted at rates to allow regrowth to provide the necessary cover for the intended purpose of the cover crop. Ground cover after livestock is removed should be at or above 90% for reduction of sediment in surface water and erosion control.

Additional information for grazing cover crops can be found in Kansas Conservation Practice Standard 528, Prescribed Grazing, to ensure an adequate forage balance is achieved for the intended purpose of the cover crop and the nutritional needs of the livestock are met (refer to Kansas Conservation Practice Standard 340, Cover Crop,

Specification Guide Sheet 340A, Cover Crop Table–Performance and Roles).

Caution is needed when grazing a cover crop (single species or a mix) after a period of drought or a series of frosts due to the potential of high nitrates or prussic acid poisoning. The amount of prussic acid is affected by soil fertility, such as soils high in available nitrogen and low in phosphorus. It is recommended that feed be tested prior to grazing.

Review past herbicide usage and observe any planting or grazing interval requirements on the herbicide label.

- g. The NPS Cover Crop Self Certification Form located under Cost-Share Tools in CSIMS is the required document to be uploaded in contract payment step 4 in CSIMS.

**6. LIMITATIONS**

- a. Cost-sharing is not authorized for:
  - i. Cover crops which are harvested as hay/silage for resale or consumption.

## **CRITICAL AREA PLANTING (Code 342)**

### **WR, NPS, and RW**

#### **1. DEFINITION**

Establishing permanent vegetation such as grasses or legumes/forbs used as a part of a seed mixture on sites that have or are expected to have high erosion rates, and on sites that have physical, chemical or biological conditions that prevent the establishment of vegetation with normal practices.

#### **2. PURPOSE**

To stabilize areas with existing or expected high rates of soil erosion by water or wind.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

On areas with existing or expected high rates of erosion or degraded sites that usually cannot be stabilized by ordinary conservation treatment and/or management, and if left untreated, could be severely damaged by erosion or sedimentation or could cause significant off-site damage. An example of an applicable area is a gullied or denuded area, earthen dam, terrace or waterway where vegetation is difficult to establish by usual planting methods.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Native or Introduced Vegetation - Normal Tillage (Organic and Non-Organic) (acre)
- b. Associated Practices: Many practices may require Critical Area Planting.

#### **5. POLICIES**

- a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

#### **6. LIMITATIONS**

- a. Cost-sharing is not authorized for:
  - i. Pure stands of legumes or interseeding of legumes.

#### **7. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **DIVERSION (Code 362)**

### **WR, NPS and RW**

#### **1. DEFINITION**

A channel constructed across the slope with a supporting ridge on the lower side.

#### **2. PURPOSE**

To divert excess water from one area for use or safe disposal in other areas.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

This practice applies to sites where:

- a. Runoff damages cropland, pastureland, farmsteads, feedlots, or conservation practices such as terraces or strip-cropping.
- b. Surface flow and shallow subsurface flow caused by seepage are damaging sloping upland.
- c. Runoff is in excess and available for use on nearby sites.
- d. A diversion is required as part of a livestock waste system.
- e. A diversion is required to control erosion and runoff on urban or developing areas and construction or mining sites.

**Note: The location of a diversion and its outlet shall comply with Kansas State law. Diversions shall not outlet on the right-of-way of a public road or utility without written approval from the proper authority.**

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Diversion (cubic yard)
    - a. County average cost is to be figured by the cubic yard of earth moved.

#### **5. POLICIES**

- a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

#### **6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## FENCE (Code 382)

### WR, NPS, and RW

#### 1. DEFINITION

Enclosing or dividing an area of land with a suitable permanent structure that acts as a barrier to livestock (does not include temporary fences).

#### 2. PURPOSE

To exclude livestock from areas that should be protected from grazing, protect new seedlings and plantings from grazing, subdivide grazing land to permit use of grazing systems and utilize grazing management strategies to enhance grass conditions, or to prevent concentration of animals in the riparian zone.

#### 3. CONDITIONS WHERE PRACTICE APPLIES

Where practice is utilized:

- a. To exclude livestock from riparian and wetland areas.
- b. Relocate livestock feeding areas as a pollution control practice.
- c. As a cross-fence when implementing a grazing management plan.
- d. In conjunction with another eligible practice requiring fencing such as waste treatment lagoon or windbreak/shelterbelt establishment.
- e. Existing ponds are eligible for fencing if the pond meets NRCS design specifications or meets eligibility requirements using form KS-ENG-4a found in Section IV under Tools in the NRCS eFOTG.
- f. Must be constructed or installed to serve pastures 40 acres or larger.

**\*See Chapter 6 for RW project types and practice eligibility.**

**Note: Practices constructed without state cost-share, but meets DOC requirements are eligible for fencing under this practice code.**

#### 4. COMPONENTS

- a. County average cost is to be figured per linear foot. The following components are authorized for cost-sharing:
  - i. Barbed Wire, Multi-strand (linear foot)
  - ii. Barbed Wire, Multi-strand, difficult terrain (linear foot)
  - iii. Electric, high tensile with energizer (linear foot)

#### 5. POLICIES

- a. In order to be eligible for cost-share on cross-fencing, the following conditions shall be met:
  - i. A legal perimeter fence such as a barbwire or similar fence shall be in place around the pasture to receive the cross-fence.
  - ii. A Forage Balance Estimate Worksheet form, provided by the DOC or a NRCS Prescribed Grazing Plan Code 528 signed by the landowner and the NRCS shall be implemented.
  - iii. An exclusion cage shall be installed to NRCS Standards and Specifications prior to submitting the CS-4 (not required in a cool season pasture).
  - iv. An exclusion cage must remain in the pasture for the 10-year duration of the contract maintenance agreement.
  - v. The permanent vegetation and grazing land served by the pond shall be maintained for a minimum of 10 years.
- a. The conservation district shall provide a KSU Extension publication on grazing management to each landowner under contract. Following are extension publications to consider:

MF1118 – Stocking Rate and Grazing Management,  
<http://www.ksre.ksu.edu/bookstore/pubs/mf1118.pdf>;

C402 - Smooth Brome Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/C402.pdf>;

C729 – Tall Fescue Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/c729.pdf>.

Districts should consult with their county extension agent on publications that would be applicable for their county.

- b. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a grazing workshop in the previous year.
- c. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

**6. LIMITATIONS**

- a. Cost-sharing is not authorized for:
  - i. Perimeter fencing except for those conditions stated in item 3 above.
  - ii. Temporary fencing.

**7. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **FILTER STRIP (Code 393)**

### **WR, NPS, and RW**

#### **1. DEFINITION**

A strip or area of vegetation for removing sediment, organic matter, and other pollutants from runoff.

#### **2. PURPOSE**

To remove sediment and other pollutants from runoff by filtration, deposition, infiltration, absorption, decomposition, and volatilization, thereby reducing pollution and protecting the environment.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. Along perennial or intermittent streams, ponds, and lakes; at the lower edge of fields; or above conservation practices such as terraces or diversions.

#### **4. COMPONENTS**

- a. The following components are authorized for cost-sharing:
  - i. Filter Strip, Introduced species (acre)
  - ii. Filter Strip, Native species (acre)

#### **5. POLICIES**

- a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

#### **6. LIMITATIONS**

- a. Cost-sharing is not authorized for:
  - ii. Pure stands of legumes or interseeding of legumes.

#### **7. MAINTENANCE**

The practice shall be maintained for ten (10) years. In the event of a vegetation kill by drifting herbicides, the landowner is responsible for re-establishment of the vegetation or repayment according to the maintenance agreement.



## **FOREST STAND IMPROVEMENT (Code 666)**

### **WR, NPS and RW**

#### **1. DEFINITION**

The manipulation of species composition, stand structure, or stand density by cutting or killing selected trees or understory vegetation to achieve the desired forest conditions or obtain ecosystem services.

#### **2. PURPOSE**

This practice is used to accomplish one or more of the following purposes:

- Improve and sustain forest health and productivity.
- Reduce damage from pests and moisture stress.
- Initiate forest stand regeneration.
- Reduce fire risk and hazard and facilitate prescribed burning.
- Restore or maintain natural plant communities.
- Improve wildlife and pollinator habitat.
- Alter quantity, quality, and timing of water yield.
- Increase or maintain carbon storage.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

All land where the quantity and quality of trees need enhancement.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost share:
  - i. Thinning for Wildlife and Forest Health (acre).
  - ii. Timber Stand Improvement, Chemical, Ground (acre).
  - iii. Timber Stand Improvement, Single Stem Treatment (acre).
- b. Associated Practice: Fencing (see Code No. 382)

#### **5. POLICIES**

Spacing, density, size class, number and amounts of trees and understory species to be retained will follow established guidelines for the intended purposes.

#### **6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **GRADE STABILIZATION STRUCTURE (Code 410)**

### **WR, NPS and RW**

#### **1. DEFINITION**

A structure to control the grade and head cutting in natural or artificial channels.

#### **2. PURPOSE**

To stabilize the grade and control erosion in natural or artificial channels, to prevent formation or advance of gullies, and to enhance environmental quality and reduce pollution hazards.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. In areas where the concentration and flow velocity of water require structures to stabilize the grade in channels or to control gully erosion.
- b. In areas where acceptable, grade stabilization structures may be used as a form of terrace outlet.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Concrete Block Chute (square foot)
  - ii. Concrete Box Drop (cubic yard)
  - iii. Drop Structure, Metal (square foot)
  - iv. Embankment, No PS (cubic yard)
  - v. Embankment, Pipe <24 inch (cubic yard)
  - vi. Embankment, Pipe  $\geq$ 24 inch (cubic yard)
  - vii. Gabion Rock Drop Structures (cubic yard)
  - viii. Modular Concrete Block Drop (cubic yard)
  - ix. Rock Chute (cubic yard)
  - iv. Sheet Pile Weir Drop (square foot)
- b. Cost-sharing is not authorized for single components of this practice, except when practice is designed as a form of terrace outlet.

**5. POLICIES**

- a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

**6 MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **GRASSED WATERWAY OR OUTLET (Code 412)**

### **WR and NPS**

#### **1. DEFINITION**

A constructed waterway or outlet shaped or graded and established in vegetation (grass or crop), as needed, for the safe disposal of runoff from a field, diversion, terrace, or other structure.

#### **2. PURPOSE**

To provide for the disposal of excess surface water from terraces, diversions, or from natural concentrations without damage by erosion or flooding.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

The grassed waterway practice applies where added capacity or vegetative protection, or both, are required and designed for the shaping of natural waterways or side field outlets to control erosion resulting from concentrated runoff where such control can be achieved by grassed waterways alone or in combination with other practices.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

a. The following components are authorized for cost-sharing:

i. Waterway (acre)

(1) Includes all earthwork necessary to construct the structure to meet specification (including topsoiling).

ii. Waterway with Side Dikes or Checks (acre)

(1) Includes all earthwork necessary to construct the structure to meet specification (including topsoiling).

b. Associated Practices

i. Critical Area Planting (see Code No. 342)

ii. Subsurface Drain (see Code No. 606)

iii. Underground Outlet (see Code No. 620)

**5. POLICIES**

- a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## GRASSED WATERWAY RESTORATION (Code 412r)

### WR and NPS

#### 1. ELIGIBILITY REQUIREMENTS

The existing grassed waterway must meet all the requirements listed below to be eligible to receive state cost-share assistance:

- a. The waterway must be 20 or more years old.
- b. Capacity is diminished such that runoff frequently flows along the outside edge(s) of waterway. Indicators of this condition include gully formation along the outside edges of the waterway, or a waterway bottom elevation that is approximately equal to or greater than the adjacent field elevation.
- c. Erosion of the waterway bottom or sides is such that gullying is occurring to the extent that vegetation cannot be effectively established.
- d. An adequate, stable outlet is available for the waterway.
- e. Reasonable efforts have been made to maintain the waterway.

#### 2. RESTORATION

Restoration may include any or all of the following:

- a. Reshaping the waterway cross section.
- b. Revegetating the waterway, including any berm and inter-terrace strip areas. (Critical Area Planting - see Code No. 342)
- c. Respreading topsoil over part or the entire waterway.
- d. Installing subsurface drains where necessary to stabilize the waterway and promote the establishment and maintenance of vegetation. (Subsurface Drain - see Code No. 606)
- e. Conversion of gradient terraces to underground tile outlet terraces is not eligible for Terrace Restoration assistance if a suitable or restorable grassed waterway outlet is available.

**3. COMPONENTS AND ASSOCIATED PRACTICES**

a. The following components are authorized for cost-sharing:

i. Grassed Waterway Rebuild (acre)

(1) Includes all earthwork necessary to construct the structure to meet specification (including topsoiling).

**4. POLICIES**

a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

**5. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **HEAVY USE AREA PROTECTION (Code 561)**

### **WR and NPS**

#### **1. DEFINITION**

The stabilization of livestock watering areas frequently and intensively used by animals, by surfacing with suitable materials, and/or installing needed structures.

#### **2. PURPOSE**

This practice may be used as part of a livestock watering area to reduce soil erosion and improve water quality.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

An area around a livestock watering facility, or a pond watering access point.

#### **4. COMPONENTS**

a. The following components are authorized for cost-sharing:

- i. Reinforced Concrete with sand or gravel foundation - cubic yard - NP Region (cubic yard)
- ii. Rock/Gravel (cubic yard)
- iii. Rock/Gravel on Geotextile - cubic yard - NP Region (cubic yard)

#### **5. MAINTENANCE**

The practice shall be maintained for ten (10) years.



## **HERBACEOUS WEED TREATMENT (Code 315)**

### **WR, NPS and RW**

#### **1. DEFINITION**

Utilizing environmentally sensitive prevention, avoidance, monitoring and suppression strategies, to manage invasive perennial sericea lespedeza that directly or indirectly causes damage or annoyance.

#### **2. PURPOSE**

This practice is applied as part of an action plan (Conservation Plan or Resource Management System) to minimize negative impacts of sericea lespedeza on soil resources, water resources, plant resources, or animal resources in a rangeland environment.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

This practice applies in counties that have been declared a sericea lespedeza disaster area by the Kansas Secretary of Agriculture according to K.A.R. 4-8-43 for the control of sericea lespedeza on rangeland using chemical pest control methods.

#### **4. COMPONENTS**

- a. The incentive includes the following components are authorized for cost-share:
  - i. Chemical, Ground or Aerial Treatment (acre)
  - ii. Chemical, Spot (acre)
  - iii. Chemical, Tree Establishment - Post-emergent Herbicide (acre)
  - iv. Hand and Chemical (acre)
  - v. Mechanical (acre)
  - vi. Mechanical and Chemical (acre)
  - vii. Mechanical, Hand (acre)
  - viii. Mechanical, Tree Establishment (acre)

#### **5. POLICIES**

- a. A Forage Balance Estimate Worksheet form, provided by the DOC or a NRCS Prescribed Grazing Plan Code 528, shall be completed prior to submitting the CS-3.
- b. An exclusion cage shall be installed according to NRCS Standards and Specifications prior to submitting the CS-4 (not required in a cool season pasture).

- c. An exclusion cage must remain in the pasture for the 10-year duration of the contract.
- d. Incentive payments are eligible on this practice as required under the Conservation Plan, which may require multiple applications.
- e. The conservation district shall provide a KSU Extension publication on grazing management to each landowner under contract. Following are extension publications to consider:

MF1118 – Stocking Rate and Grazing Management,  
<http://www.ksre.ksu.edu/bookstore/pubs/mf1118.pdf>;

C402 - Smooth Brome Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/C402.pdf>;

C729 – Tall Fescue Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/c729.pdf>.

Districts should consult with their county extension agent on publications that would be applicable for their county.

- f. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a grazing workshop in the previous year.

## IRRIGATION SYSTEM, MICROIRRIGATION (Code 441)

### WR and NPS

#### 1. DEFINITION

An irrigation system for distribution of water directly to the plant root by means of surface or subsurface applicators.

#### 2. PURPOSE

To efficiently apply water and maintain soil moisture for trees and shrubs.

#### 3. CONDITIONS WHERE PRACTICE APPLIES

This practice applies where supplemental water is required to establish trees and shrubs in conjunction with or meeting criteria for DOC Windbreak/Shelterbelt Establishments, Windbreak/Shelterbelt Renovation, or Tree/Shrub Establishments.

#### 4. COMPONENTS

- a. The following components are authorized for cost-sharing:
  - i. Surface PE, with emitters, trees and shrubs (number)
- b. Associated Practices
  - i. Tree/Shrub Site Preparation (see Code No. 490)
  - ii. Windbreak/Shelterbelt Establishment (see Code No. 380)

#### 5. POLICIES

- a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

#### 6. MAINTENANCE

The practice shall be maintained for ten (10) years.

## IRRIGATION WATER MANAGEMENT (Code 449)

### WR and NPS

#### 1. DEFINITION

The process of determining and controlling the volume, frequency, and application rate of irrigation water in a planned, efficient manner.

#### 2. PURPOSE

This practice is used to accomplish one or more of the following purposes:

- Manage soil moisture to promote desired crop response.
- Optimize use of available water supplies.
- Minimize irrigation-induced soil erosion.
- Decrease non-point source pollution of surface and groundwater resources.
- Manage salts in the crop root zone.
- Manage air, soil, or plant micro-climate.
- Proper and safe chemigation or fertigation.
- Improve air quality by managing soil moisture to reduce particulate matter movement.
- Reduce energy use.

#### 3. CONDITIONS WHERE PRACTICE APPLIES

- a. This practice is applicable to all lands that are suitable for irrigation and that have a water supply of suitable quality and quantity.
- b. An irrigation system adapted for site conditions (soil, slope, crop grown, climate, water quantity and quality, air quality, etc.) must be available and capable of efficiently applying water to meet the intended purpose(s).
- c. The irrigator shall have the necessary computer knowledge, capability and computer technology necessary to apply and manage irrigation water in such a manner to meet the goals outlined under “Purpose”.

#### 4. COMPONENTS

- a. The following components are authorized for cost-sharing:
  - i. IWM, Advanced Technique (number)
  - ii. IWM, Intermediate Technique, 1st year (number)
  - iii. IWM, Intermediate Technique, Subsequent Years (number)

## 5. POLICIES

This practice will be used as reimbursement for satisfactory installation of irrigation technology meeting the following criteria:

- a. Advanced Technique includes technology such as autonomous pivot systems and mobile drip irrigation systems.
- b. Intermediate Technique includes telemetry packages that can include soil moisture probes as part of the system.
- c. Intermediate Technique, Subsequent Years includes subscription services related to the package installed under Intermediate Technique. Autonomous pivot subscriptions are also eligible under this component. This component can be used for two years following the installation of eligible technology under the initial Advanced and Intermediate Technique components.
- d. Applicants shall not be eligible for the Irrigation Water Management (IWM) incentive if the applicant applies the program to a pivot system(s) with an end gun.
- e. A working and accurate flow meter is required on all systems where the IWM incentive is applied.

**Note: It is the applicant's responsibility to ensure the meter is calibrated and operating properly at the beginning of the irrigation season and is accurate and fully functional. Recorded data at the beginning and end of the crop season will be used as determination of compliance with criteria stated in the practice code.**

- f. Prior to project approval, the allowable pump rate, land authorized for irrigation, and a valid water right (in good standing) must be verified to the conservation district by the applicant.
- g. Applicants may be allowed to change the site where IWM is applied within the contract period providing the conservation district approves the change. Changing crops in the same crop season may be allowed for only cogent reasons and as approved by the conservation district.
- h. Irrigation systems eligible are pivot, sub-surface drip and flood.
- i. A DOC self-certification form will be used as the checkout document for this practice.
- j. Operators are eligible for cost-share assistance under this practice when they are responsible for the maintenance of the pivot.
- k. Associated Practices:
  - i. Sprinkler System (see Code No. 442)

6. **MAINTENANCE**

The practice(s) shall be maintained according to the following schedule:

- a. Autonomous Pivot and Mobile Drip Systems – 5 Years
- b. Telemetry Systems – 5 Years

<p style="text-align: center;"><b>KANSAS SEDIMENT AND NUTRIENT REDUCTION INITIATIVE (KSNRI) INCENTIVE PAYMENT (Code 016)</b></p>
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RW

**1. DEFINITION**

An incentive payment to landowners that sign-up for KSNRI Projects.

**2. PURPOSE**

To provide an incentive for landowners to sign-up for eligible practices in eligible areas through the KSNRI.

**3. CONDITIONS WHERE PRACTICE APPLIES**

In watersheds targeted by KSNRI on eligible continuous CRP practices..

**4. COMPONENTS AND ASSOCIATED PRACTICES**

The following components are authorized for cost-share:

a. Tier 1 Incentive Payment

(c) A one-time incentive payment of \$225/acre for eligible continuous CRP practices in a Tier 1 designated and targeted HUC 12 watershed.

b. Tier 2 Incentive Payment

a. A one-time incentive payment of \$162.50/acre for eligible continuous CRP practices in a Tier 2 designated and targeted HUC 12 watershed.

**5. POLICIES**

All practices must meet CRP eligibility to be eligible for the incentive. Any breach of the USDA-FSA Continuous CRP contract will require a repayment of the one time incentive payment.

## **LIVESTOCK PIPELINE (Code 516)**

### **WR and NPS**

#### **1. DEFINITION**

Pipeline installed for conveying water from a source of supply to points of use for livestock.

#### **2. PURPOSE**

The primary purpose of all water supply practices is to provide water for livestock to facilitate proper use of vegetation on rangeland or pasture and/or reduce livestock impacts on streams or riparian areas with the stated or implied intent of improving water quality. All alternative grazing management practices must be exhausted before additional water supply is implemented.

This practice can also be used when a water supply is needed to facilitate cover crop grazing in cropland fields to benefit soil health.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. There is a need for initial or additional watering places to permit the desired level of grassland management by improving distribution of grazing over all parts of the range.
- b. To reduce livestock waste in streams.
- c. Relocation of a confined animal feeding operation.
- d. Existing ponds are eligible for a pipeline if the ponds meet NRCS criteria found in form KS-ENG-4a.
- e. Grazing cover crops in cropland fields to benefit soil health.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Standard Installation, 2 inch dia. or less (KS/NE) (linear foot)
  - ii. Standard Installation, greater than 2 inch dia. (linear foot)
- b. Associated Practices
  - i. Pond (see Code No. 378)
  - ii. Spring Development (see Code No. 574)
  - iii. Watering Facility (see Code No. 614)
  - iv. Water Well (see Code No. 642)



## 5. POLICIES

- a. Grazing planning requirements are:
  - i. This practice must facilitate proper grazing use by improving distribution of grazing and/or reduce impacts of livestock on streams or riparian areas.
  - ii. The water quality in each stock watering facility within a pasture should be nearly equal to encourage livestock distribution.
- b. A Forage Balance Estimate Worksheet form, provided by the DOC or a NRCS Prescribed Grazing Plan Code 528, shall be completed prior to submitting the CS-3. (Not required for livestock waste systems.)
- c. An exclusion cage is required to be installed to NRCS Standards and Specifications in a warm season pasture (not required in a cool season pasture) prior to submitting the CS-4.
- d. The exclusion cage must remain in the pasture for the 10 year duration of the contract maintenance agreement.
- e. Grazing lands served by this pipeline shall be maintained in permanent vegetation for a minimum of 10 years.
- f. All livestock water supply practices must be constructed or installed to serve pastures 40 acres or larger. Practices may be installed in pastures less than 40 acres when livestock are excluded from a stream (except livestock waste systems).
- g. The livestock area must be fenced at time of practice completion.
- h. Water for distribution needs can be from wells, springs, flowing streams, ponds, or rural water districts. If connecting to rural water district line, cost-share will be provided from meter on landowner's property to tank.
- i. The conservation district shall provide a KSU Extension publication on grazing management to each landowner under contract. Following are extension publications to consider:

MF1118 – Stocking Rate and Grazing Management,  
<http://www.ksre.ksu.edu/bookstore/pubs/mf1118.pdf>;

C402 - Smooth Brome Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/C402.pdf>;

C729 – Tall Fescue Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/c729.pdf>.

Districts should consult with their county extension agent on publications that would be applicable for their county.

- j. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a grazing workshop in the previous year.

**Note: The DOC may grant exceptions to established restrictions of a water supply development when limited water sources are available. The purpose of this exception is to allow for domestic and non-grazing livestock use.**

**The DOC may also grant exceptions to the 40 acre pasture minimum on a case-by-case basis if significant water quality gains will be achieved.**

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## MULCHING (Code 484)

### WR, NPS and RW

#### 1. DEFINITION

Applying weed/moisture barrier to the soil surface.

#### 2. PURPOSE

To conserve soil moisture, provide erosion control, and suppress weed growth for establishing trees and shrubs.

#### 3. CONDITIONS WHERE PRACTICE APPLIES

This practice applies where weed control and moisture conservation is necessary to establish trees and shrubs in conjunction with or meeting criteria for DOC Windbreak/Shelterbelt Establishments, Tree/Shrub Establishments, or Riparian Forest Buffer.

#### 4. COMPONENTS AND ASSOCIATED PRACTICES

- a. The following components are authorized for cost-sharing:
  - i. Erosion Control Blanket (square foot)
  - ii. Natural Material - Straw (acre)
  - iii. Synthetic Material (acre)
  - iv. Tree and Shrub - Rolls (linear foot)
  - v. Tree and Shrub - Squares (linear foot)
- b. Associated Practices
  - i. Tree/Shrub Site Preparation (see Code No. 490)
  - ii. Windbreak/Shelterbelt Establishment (see Code No. 380)
  - iii. Riparian Forest Buffer (see Code No. 391)

#### 5. POLICIES

- a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

#### 6. MAINTENANCE

The practice shall be maintained for ten (10) years.

## **NUTRIENT MANAGEMENT (Code 590)**

### **WR AND NPS**

#### **1. DEFINITION**

Manage rate, source, placement, and timing of plant nutrients and soil amendments while reducing environmental impacts.

#### **2. PURPOSE**

This practice is used to accomplish one or more of the following purposes:

- Improve plant health and productivity.
- Reduce excess nutrients in surface and ground water.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

All fields where plant nutrients and soil amendments are applied. Does not apply to one-time nutrient applications at establishment of permanent vegetation.

#### **4. COMPONENTS AND POLICIES**

This practice will be used as reimbursement for satisfactory completion of a Nutrient Management System consisting of:

- a. The following components are authorized for cost-sharing:
  - i. Basic NM (Non-Organic/Organic) (acre)
- b. Develop a nutrient management plan for nitrogen (N), phosphorus (P), and potassium (K), which accounts for all known measurable sources and removal of these nutrients.
- c. Sources of nutrients include, but are not limited to, commercial fertilizers (including starter and in-furrow starter/pop-up fertilizer), animal manures, legume fixation credits, green manures, plant or crop residues, compost, organic by-products, municipal and industrial biosolids, wastewater, organic materials, estimated plant available soil nutrients, and irrigation water.
- d. When irrigating, apply irrigation water in a manner that reduces the risk of nutrient loss to surface and ground water.
- e. Follow all applicable State requirements and regulations when applying nutrients near areas prone to contamination, such as designated water quality sensitive areas, (e.g., lakes, ponds, rivers and streams, sinkholes, public drinking water supplies, wellheads, classic gullies, ditches, or surface inlets) that run unmitigated to surface or groundwater. Refer to 590 Practice Specification (PS) Nutrient Management for information on sensitive area setbacks.

- f. Base the nutrient management plan on current soil test results in accordance with Kansas State University (KSU) guidance, or industry practice when recognized by KSU. Use soil tests no older than 2 years when developing new nutrient management plans. Use tissue testing, when applicable, for monitoring or adjusting the nutrient management plan in accordance with KSU guidance, or industry practice when recognized by KSU.
- g. For nutrient management plan revisions and maintenance, take soil tests on an interval recommended by KSU or as required by local rules and regulations.
- h. Collect, prepare, store, and ship all soil and tissue samples following KSU guidance or industry practice. The test analyses must include pertinent information for monitoring or amending the annual nutrient plan. Follow KSU guidelines regarding required analyses and test interpretations.
- i. For soil test analyses, use laboratories successfully meeting the requirements and performance standards of the North American Proficiency Testing Program under the auspices of the Soil Science Society of America and NRCS or use an alternative NRCS- or State-approved certification program that considers laboratory performance and proficiency to assure accuracy of soil test results. Alternative certification programs must have solid stakeholder support (e.g., Kansas State Department of Agriculture, KSU, water quality control entity, NRCS State staff, growers, and others) and be State or regional in scope.
- j. Maintain soil pH within ranges which enhance the adequate level for plant or crop nutrient availability and utilization. Refer to State LGU documentation for guidance.
- k. Use current NRCS-approved nitrogen, phosphorus, and soil erosion risk assessment tools to assess the site-specific risk of nutrient and soil loss.
- l. Complete an NRCS-approved nutrient risk assessment for N on all fields where nutrient management is planned unless the State NRCS, in cooperation with State water quality control authorities, has determined specific conditions where N leaching is not a risk to water quality, including drinking water.
- m. Complete an NRCS-approved nutrient risk assessment for P when any of the following conditions are met:
  - P application rate exceeds LGU fertility rate guidelines for the planned crop(s).
  - The planned area is within a P-impaired watershed.
  - The site-specific conditions equating to low risk of P loss have not been determined by the NRCS in cooperation with the State water quality control authority.

Any fields excluded from a P risk assessment must have a documented agronomic need for P, based on soil test P and Kansas State University nutrient recommendations.

- n. Acres will be reported in the Producer Implementation Statement portion of Form KS-ECS-590, Nutrient Management.
- o. Guidance for record keeping (implementation records maintained by the producer or agent):
- Records of crops produced, planting and harvest dates, yields, and residue management.
  - Records of recurring soil tests and other tests used to implement the plan.
  - Records of recommended nutrient application rates.
  - Records of nutrient application including quantities, analyses, and sources of nutrients applied, as well as dates and methods of application.
  - Records of recurring review of the plan including the dates of review, the individual performing the review, and recommendations that resulted from the review.
- p. Upon completion of Kansas Conservation Practice Standard 590, Nutrient Management, the producer will certify practice completion by signing and dating the “Producer” block in the “Certification” portion of Form KS-ECS-590, Nutrient Management, and provide it to NRCS.
- q. Producers are eligible for cost-share assistance once every 3 years for this practice.

## **ON-SITE WASTEWATER SYSTEM (Code 110)**

### **NPS ONLY**

#### **1. DEFINITION**

A system composed of a septic tank/treatment field, a wastewater lagoon, or an alternative treatment system to treat wastewater from a single family residence, church, school, business or government office on the site at which it is generated. A domestic wastewater system installed in conformance with state regulations and county sanitary/environmental codes to prevent surface and groundwater contamination by disease-causing organisms, organic matter and chemicals.

#### **2. PURPOSE**

To dispose of domestic wastewater on-site in a manner that provides adequate treatment and prevents entry of untreated sewage into surface or ground waters.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

A failing on-site wastewater system may be indicated by ponding of untreated wastewater on the ground surface above lateral fields, a leaking or overflowing wastewater pond, and direct discharge of effluent from a septic tank to the surface or a ditch, or other conditions that indicate inadequate treatment of domestic wastewater. An initial site assessment by the county sanitarian will confirm the failure and need for replacement. The sanitarian will provide technical data and design standards to bring the system up to code requirements.

- a. The failing system must meet one of the following location criteria to be eligible for state cost-share:
  - i. Located 500 feet or less from a perennial or intermittent stream.
  - ii. Located within a shallow aquifer area where depth to water is generally 50 feet or less (e.g. Equus Beds Aquifer, Big Bend Prairie Aquifer, Sand Springs Aquifer, alluvial aquifers).
  - iii. Located within a wellhead protection area of a public water supply (i.e. 2 mile radius of a public water supply well or other approved source water protection zone).
  - iv. Located at a home site where a domestic water well is the primary source of drinking water supply for human consumption and one or more of the following criteria is met:
    - (1) Current failing system is a rat hole, cesspool or seepage pit.
    - (2) Current failing system is within 100 ft. of the domestic well.

- (3) Current failing system is up gradient of the domestic well and is within 400 ft. of the domestic well.
- (4) The domestic water well has tested positive for fecal coliform bacteria or has elevated nitrate levels (over 10 ppm) and the failing system is determined by the local sanitarian to be a possible source of the contamination.

**Note: The Onsite Wastewater System Eligibility Form found in Chapter 6 is to be used to determine eligibility for cost-share and a copy must be kept in the landowner file.**

#### **4. COMPONENTS**

- a. Complete System Replacement (each) – Includes all components needed to install a new complete system.

#### **5. POLICIES**

- a. State cost-share assistance shall not exceed \$2,500.00 per system.
- b. State cost-share assistance shall be available only in counties where a sanitary/environmental code has been adopted or is actively being developed.
- c. Partial system repairs are not eligible for cost-share assistance.
- d. An on-site wastewater system shall be designed, inspected, and certified as complete by a local official according to local and state design and permitting standards before any state financial assistance payment is made. A copy of the county use/operation permit shall be maintained in the cost-share file.
- e. Minimum design and construction standards for infiltration and alternative systems are outlined in KDHE Bulletin 4-2, Minimum Standards For Design and Construction of On-Site Wastewater Systems, dated March 1997. Minimum design and construction recommendations for wastewater lagoons are outlined in KSU Cooperative Extension Service Publication, Wastewater Pond Design and Construction, MF-1044 dated November 1997 and the Environmental Health Handbook available from K-State Research and Extension. These minimum standards shall be followed for state cost-shared projects unless superseded by local codes requiring more stringent standards of design and construction (See Chapter 6).
- f. On-site wastewater system applicants are not eligible for cost-share assistance when the local health official has reported the applicant to the county attorney for enforcement action under local ordinances.
- g. Maintenance guidelines for wastewater ponds outlined in KSU Cooperative Extension Service Publication, MF-2290, Wastewater Pond Operation, Maintenance, Repair will be followed for all state cost-shared on-site waste lagoon systems.



- h. Cost-share for on-site wastewater systems is not available for homeowners with new home construction that requires a new on-site wastewater system. New homes requiring new on-site waste systems on new home sites are not eligible. Only existing home sites with failing systems determined to be failing by a county official are eligible. A landowner may be eligible when a new home is built alongside a currently inhabited old home and can be served by the existing failing system provided the system was determined as failing by a county official prior to new home construction. An abandoned home site or home is not considered an old home. An abandoned home site or home is defined as either a site where a home once existed or a site that has a home that is not being currently inhabited. Local city ordinances that require home site connection to a collective sewage system excludes a homeowner from cost-share eligibility.
- i. Effective July 1, 1998 tax on labor for installation of an on-site wastewater system is no longer required.
- j. Districts shall establish and apply applicant prioritization based on water quality benefit criteria for all state cost-shared on-site wastewater systems. A ranking worksheet shall be completed for each system receiving cost-share and shall be included in the landowner file at the conservation district office. Copies of completed worksheets shall be provided to the DOC upon request.
- k. On-Site Wastewater System cost-share assistance provided to landowners for system replacement shall not exceed the computed cost, and shall be calculated from the least-cost alternative pollution control practice (PCP) when multiple PCP's exist. Churches may be considered private dwellings and cost-shared at the discretion of the district. All public schools and government entities can be cost-shared at the public rate.
- l. Alternative systems are eligible if approved by KDHE and the local health agency. If multiple PCP options exist the cost-share calculations will be figured on the least cost option.
- m. If the mapped soil type for a proposed system has a severe limitation to septic tank absorption field, it is recommended that an on-site profile should be completed to determine feasibility of the site for soil absorption system or lagoon.
- n. On-site waste lagoons must have the required fence installed before the system is certified as complete and application for payment is made.
- o. Each district shall provide education/training on the proper maintenance of on-site wastewater systems to all cost-share recipients.
- p. Cost-share may be provided to connect to a collective sewage system if local city ordinances allow the connection and the connection is not being required by the city. Local city ordinances that require home site connection to a collective sewage system excludes a homeowner from cost-share eligibility.
- q. Measurements of individual On-Site Waste components are the responsibility of the Conservation District. Documentation of the measurements should be kept in the cost-

share file.

- r. The project shall be completed by **May 1<sup>st</sup>** of the state fiscal year the contract was approved.

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

<b>PASTURE AND HAYLAND PLANTING (Code 512)</b>
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**WR and NPS**

**1. Definition**

Establishing and re-establishing long-term stands of adapted species of perennial or reseeded forage plants. (Includes pasture and hayland renovation.)

**2. Purpose**

To reduce erosion.

**3. Conditions Where Practice Applies**

On existing pasture and hayland or on land that is converted from other uses.

**4. Components**

- a. The following components are authorized for cost-sharing:
  - i. Bermuda Grass Establishment-Sprigging with fertilizer (acre)
  - ii. Bermuda Grass Establishment-Sprigging with fertilizer and lime (acre)
  - iii. Introduced Perennial & Native Grass Mix (acre)
  - iv. Introduced Perennial Grasses with lime application (acre)
  - v. Introduced Perennial Grasses-Legume (acre)
  - vi. Native Perennial Grasses, multi species (acre)

**5. Policies**

- a. A Forage Balance Estimate Worksheet form, provided by the DOC or a NRCS Prescribed Grazing Plan Code 528, shall be completed if the tract is going to be grazed.
- b. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

**6. Limitations**

- a. Cost-sharing is not authorized for:
  - i. Cover crops which are harvested for resale or consumption.
  - ii. Pure stands of legumes or interseeding of legumes.

**7. Maintenance**

The practice shall be maintained for ten (10) years.

## **POND (Code 378)**

### **WR and NPS**

#### **1. DEFINITION**

A water impoundment made by constructing a dam, embankment, or by excavating a pit or dugout.

#### **2. PURPOSE**

The primary purpose of all water supply practices is to provide water for livestock to facilitate proper use of vegetation on rangeland or pasture and/or reduce livestock impacts on streams or riparian areas with the stated or implied intent of improving water quality. All alternative grazing management practices must be exhausted before additional water supply is implemented.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. There is a need for additional watering places to permit the desired level of grassland management by improving distribution of grazing over all parts of the range.
- b. To reduce livestock waste in streams.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Embankment Pond with greater than or equal to 24 inch Pipe (cubic yard)
  - ii. Embankment Pond with less than 24 inch Pipe (cubic yard)
  - iii. Embankment Pond, No Principal Spillway (cubic yard)
  - iv. Excavated Pond (cubic yard)
  - v. Excavated Pond with Embankment (cubic yard)
- b. Associated Practices
  - i. Critical Area Planting (see Code No. 342)
  - ii. Fencing (see Code No. 382)
  - iii. Pipeline (see Code No. 515)
  - iv. Pond Sealing or Lining (see Code No. 520)
  - v. Watering Facility (see Code No. 614)

## 5. POLICIES

- a. Grazing planning requirements are:
  - i. This practice must facilitate proper grazing use by improving distribution of grazing and/or reduce impacts of livestock on streams or riparian areas.
  - ii. The water quality in each stock watering facility within a pasture should be nearly equal to encourage livestock distribution.
- b. DOC encourages the use of a fence around the pond and dam to exclude livestock on earth embankment type ponds. Livestock water can be supplied by a tank or trough and pipeline through the dam. Fencing is not required but recommended where applicable.
- c. A Forage Balance Estimate Worksheet form, provided by the DOC or a NRCS Prescribed Grazing Plan Code 528, shall be completed prior to submitting the CS-3. (Not required for livestock waste systems.)
- d. An exclusion cage is required to be installed to NRCS Standards and Specifications in a warm season pasture (not required in a cool season pasture) prior to submitting the CS-4.
- e. The exclusion cage must remain in the pasture for the 10 year duration of the contract maintenance agreement.
- f. Grazing lands served by this pond shall be maintained in permanent vegetation for a minimum of 10 years.
- g. All livestock water supply practices must be constructed or installed to serve pastures 40 acres or larger. Practices may be installed in pastures less than 40 acres when livestock are excluded from a stream.
- h. The livestock area must be fenced at time of practice completion.
- i. The conservation district shall provide a KSU Extension publication on grazing management to each landowner under contract. Following are extension publications to consider:

MF1118 – Stocking Rate and Grazing Management,  
<http://www.ksre.ksu.edu/bookstore/pubs/mf1118.pdf>;

C402 - Smooth Brome Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/C402.pdf>;

C729 – Tall Fescue Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/c729.pdf>.

Districts should consult with their county extension agent on publications that would be applicable for their county.

- j. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a grazing workshop in the previous year.

**Note: The DOC may grant exceptions to established restrictions of a water supply development when limited water sources are available. The purpose of this exception is to allow for domestic and non-grazing livestock use. The DOC may also grant exceptions to the 40 acre pasture minimum on a case-by-case basis if significant water quality gains will be achieved.**

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

<p style="text-align: center;"><b>POND SEALING OR LINING, COMPACTED SOIL TREATMENT (Code 520)</b></p>
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**WR and NPS**

**1. DEFINITION**

Installing a fixed lining of impervious material or treating the soil in a pond mechanically or chemically to impede or prevent excessive water loss.

**2. PURPOSE**

To reduce seepage losses in ponds, waste storage ponds, waste lagoons or on-site waste lagoons to an acceptable level.

**3. CONDITIONS WHERE PRACTICE APPLIES**

This practice applies where water loss from a pond through leakage will be of such proportion as to prevent the pond from fulfilling its planned purpose. Or, where leakage will damage land and crops or cause waste of water or environmental problems. Applies to new construction only.

**4. COMPONENTS**

a. The following components are authorized for cost share:

- i. Bentonite Treatment - Covered (cubic yard)
- ii. Soil Dispersant - Covered (cubic yard)
- iii. Use On-Site Material (cubic yard)
- iv. Use On-Site Material with Soil Cover (cubic yard)

**5. MAINTENANCE**

The practice shall be maintained for ten (10) years.



## **PRESCRIBED BURNING (Code 338)**

### **WR and NPS**

#### **1. DEFINITION**

Planned fire applied to a predetermined area.

#### **2. PURPOSE**

Use this practice to accomplish one or more of the following purposes:

- Manage undesirable vegetation to improve plant community structure and composition.
- Manage pests, pathogens, and diseases to reduce plant pressure.
- Reduce wildfire hazards from biomass accumulation.
- Improve terrestrial habitat for wildlife and invertebrates.
- Improve plant and seed production, quantity, and/or quality Facilitate distribution of grazing and browsing animals to improve forage-animal balance.
- Improve and maintain habitat for soil organisms and enhance soil health.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

This practice applies on all lands as appropriate.

#### **4. COMPONENTS**

- a. The following components are authorized for cost sharing:
  - i. Growing Season Prescribed Burning (FI) (acre)
  - ii. Level Terrain, Herbaceous Fuel Non-Volatile (acre)
  - iii. Level Terrain, Volatile or woody fuels (acre)
  - iv. Steep Terrain, Herbaceous Fuel (acre)
  - v. Steep Terrain, Volatile or Woody fuels (acre)
  - vi. Understory Burn (acre)

## **PRESCRIBED GRAZING (Code 528)**

### **WR and NPS**

#### **1. DEFINITION**

Managing the controlled harvest of vegetation with grazing animals.

#### **2. PURPOSE**

To improve or maintain the health and vigor of plant communities; improve or maintain water quality and quantity; reduce accelerated soil erosion, and maintain or improve soil condition.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

This practice applies to all lands where grazing animals are managed.

#### **4. COMPONENTS**

a. The following components are authorized for cost sharing:

- i. Grazing Lands, 30-73% Rest (acre)
- vii. Grazing Lands, Greater than 73% Rest (acre)
- viii. Grazing Management System, Standard (acre)

#### **5. POLICIES**

- a. The grazing land must meet the NRCS eligibility for the EQIP Prescribed Grazing Management Incentive.
- b. A NRCS Prescribed Grazing Plan must be developed for management units where grazing will occur according to state standards and specifications.
- c. A NRCS Grazing Management Plan must be developed for livestock that identifies periods of grazing, rest, and other treatment activities for each management unit.
- d. A NRCS Contingency Plan developed that details potential problems,(i.e., severe drought and flooding) and serves as a guide for adjusting the grazing prescription to ensure management without resource degradation.
- e. A NRCS Monitoring Plan developed with appropriate records to assess whether the grazing strategy is meeting objectives.

## **PUMPING PLANT (Code 533)**

### **WR and NPS**

#### **1. DEFINITION**

A pumping facility installed to transfer water as part of a water supply for livestock.

#### **2. PURPOSE**

To provide a power source for a dependable alternative water source for livestock that has typically watered from a natural stream or for existing or newly developed water well that provides grazing distribution.

The primary purpose of this water supply practice is to provide water for livestock with the stated or implied intent of improving water quality.

This practice can also be used when a water supply is needed to facilitate cover crop grazing in cropland fields to benefit soil health.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. This practice applies when a landowner is excluding livestock from a riparian area and needs to develop an alternative water source for the livestock.
- b. Relocation of a confined animal feeding operation when excluding livestock from a riparian area.
- c. This practice applies when a landowner is installing a new water well or using an existing water well that provides grazing distribution or replacement of a properly located but damaged/nonfunctional watering system.
- d. Grazing cover crops in cropland fields to benefit soil health.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Livestock, w/ Pressure Tank, <= 0.5 hp (each)
  - ii. Livestock, w/ Pressure Tank, Low HP (each)
  - iii. Livestock, With Pressure Tank, High HP (each)
  - iv. Livestock, without Pressure Tank (HP) (each)
  - v. Solar-Powered Pump 1hp (each)

- vi. Solar-Powered Pump, 0.5 hp (each)
  - vii. Solar-Powered Pump, 2 hp (each)
  - viii. Windmill-Powered Pump - NP Region (each)
- b. Associated Practices
- i. Fencing (see Code No. 382)
  - ii. Livestock Pipeline (see Code No. 516)
  - iii. Watering Facility (see Code No. 614)
  - iv. Water Well (see Code No. 642)

## **5. POLICIES**

- a. For livestock water, this practice must reduce impacts of livestock on streams or riparian areas or enhance grazing distribution in the pasture.
- b. A Forage Balance Estimate Worksheet form, provided by the DOC or a NRCS Prescribed Grazing Plan Code 528, shall be completed prior to submitting the CS-3. (Not required for livestock waste systems.)
- c. An exclusion cage shall be installed to NRCS Standards and Specifications in a warm season pasture (not required in a cool season pasture) prior to submitting the CS-4.
- d. An exclusion cage must remain in the pasture for the 10 year duration of the contract maintenance agreement.
- e. Grazing lands served by this pumping plant shall be maintained in permanent vegetation for a minimum of 10 years.
- f. All livestock water supply practices must be constructed or installed to serve pastures 40 acres or larger. Practice may be installed in pastures less than 40 acres when livestock are excluded from a stream (except livestock waste systems).
- g. The livestock area must be fenced at time of practice completion.
- h. Water for distribution needs can be from wells, springs, flowing streams, ponds, or rural water districts.
- i. Exclusion is not required to be year round but a fence should be in place to manage livestock access to the stream.
- j. Solar panels shall be fenced to eliminate livestock abuse.
- k. Electrical wiring for submersible pumps is only eligible in the well casing.

1. The conservation district shall provide a KSU Extension publication on grazing management to each landowner under contract. Following are extension publications to consider:

MF1118 – Stocking Rate and Grazing Management,  
<http://www.ksre.ksu.edu/bookstore/pubs/mf1118.pdf>;

C402 - Smooth Brome Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/C402.pdf>;

C729 – Tall Fescue Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/c729.pdf>.

Districts should consult with their county extension agent on publications that would be applicable for their county.

- m. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a grazing workshop in the previous year.

**Note: The DOC may grant exceptions to established restrictions of a water supply development when limited water sources are available. The purpose of this exception is to allow for domestic and non-grazing livestock use.**

## **6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **RANGE PLANTING (Code 550)**

### **WR and NPS**

#### **1. DEFINITION**

Establishment of adapted perennial vegetation such as grasses, forbs, and legumes.

#### **2. PURPOSE**

To reduce soil and water loss.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. On land where the planned use is rangeland, or native or naturalized pasture.
- b. Land to be seeded must have soil and climate that can support a satisfactory cover of adapted range forage plants.

#### **4. COMPONENTS**

- a. The following components are authorized for cost-sharing:
  - i. Native -Wildlife or Pollinator (by acre)
  - ii. Native, Heavy Prep (by acre)
  - iii. Native, Standard Prep (by acre)

#### **5. POLICIES**

- a. Cost-sharing is not authorized for:
  - i. Cover crops which are harvested for resale or consumption.
  - ii. Pure stands of legumes or interseeding of legumes.
- b. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

#### **6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

**REGIONAL CONSERVATION PARTNERSHIP PROGRAM (RCPP)  
INCENTIVE PAYMENT (Code 020)**

**RW**

**1. DEFINITION**

A one-time payment to a landowner who provides land and access for completion of a project in the KFS *Trees for Clean Water* RCPP.

**2. PURPOSE**

To encourage participation in the *Trees for Clean Water* RCPP and promote riparian health.

**3. CONDITIONS WHERE PRACTICE APPLIES**

Where an opportunity exists to provide an additional incentive payment on a project with a signed RCPP contract through the Riparian Quality Enhancement Initiative (RQEI).

**4. COMPONENTS AND ASSOCIATED PRACTICES**

Incentive payment will be provided on practices as designed by the Kansas Forest Service or other technical service providers.

**5. POLICIES**

- a. Project Eligibility: Any project with a signed RCPP contract. These projects are given the lowest priority for funding t.
- b. Cost share provided through the RQEI will not exceed 90% of the estimated landowner cost when added to the cost share provided through the RCPP.

## **RESIDUE AND TILLAGE MANAGEMENT, NO TILL (Code 329)**

### **WR and NPS**

#### **1. DEFINITION**

Managing the amount, orientation, and distribution of crop and other plant residue on the soil surface year-round, while limiting soil-disturbing activities to only those necessary to place nutrient, condition residue, and plant crops.

#### **2. PURPOSE**

To reduce sheet and rill erosion; reduce wind erosion; improve soil organic matter content; reduce carbon dioxide losses from the soil; increase plant-available moisture; and reduce sediment export from fields therefore improving water quality.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

This practice applies to all cropland and other land where crops are planted.

This practice includes planting methods commonly referred to as no-till and strip till. Approved implements are: No-till and strip-till planters, certain drills and air seeders, strip-type fertilizer and manure injectors and applicators, in-row chisels, and similar implements that only disturb strips and slots.

#### **4. COMPONENTS**

- a. The following components are authorized for cost-sharing:
  - i. No-Till/Strip-Till (acre)

#### **5. POLICIES**

- b. Residue shall not be burned.
- c. All residues shall be uniformly distributed over the entire field.
- d. No full-width tillage shall be performed regardless of the depth of the tillage operation.
- e. The annual Soil Tillage Intensity Rating (STIR) value for all soil-disturbing activities shall be no greater than 10 for no-till seeding, 15 for strip-till seeding, and 30 for direct seed.
- f. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.



## **RIPARIAN FOREST BUFFER (Code 391)**

### **WR, NPS, and RW**

#### **1. DEFINITION**

An area of trees and shrubs located adjacent to streams, lakes, ponds and wetlands.

#### **2. PURPOSE**

To improve streambank stability; reduce excessive amounts of sediment, organic material, nutrients, and pesticides in surface runoff; and improve wildlife habitat.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

Along perennial or intermittent streams, lakes, ponds, and wetlands.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

a. The following components are authorized for cost-sharing:

- i. Bare-root, hand planted (acre)
- ii. Bare-root, machine planted (acre)
- iii. Bare-root, machine planted (FI) (acre)
- iv. Cuttings (acre)
- v. Direct Seeding (FI) (acre)
- vi. Large container, hand planted (acre)
- vii. Seeding (acre)
- viii. Small container, hand planted (acre)
- ix. Small container, machine planted (acre)
- x. Small container, machine planted (FI) (acre)

b. Associated Practices:

- i. Fencing (See Code No. 382)
- ii. Mulching (See Code No. 484)

**5. POLICIES**

- a. Livestock shall be controlled or excluded if necessary to achieve and maintain the intended purpose.
- b. Cost-sharing is not authorized for planting of trees for resale.

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **SEDIMENT BASIN (Code 350)**

### **WR, NPS, and RW**

#### **1. DEFINITION**

A basin constructed to collect and store debris or sediment.

#### **2. PURPOSE**

To abate pollution by providing basins for deposition and storage of sediment and agricultural wastes as part of a livestock waste management system.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

This practice applies to livestock waste management systems.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

a. The following components are authorized for cost-share:

i. Embankment Basin (cubic yard)

b. Associated Practices

i. Critical Area Planting (see Code No. 342)

ii. Underground Outlet (see Code No. 620)

#### **5. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## SILVOPASTURE (Code 381)

### WR and NPS

#### 1. DEFINITION

Establishment and/or management of desired trees and forages on the same land unit.

#### 2. PURPOSE

This practice is used to accomplish one or more of the following purposes:

- Provide forage, shade, and/or shelter for livestock.
- Improve the productivity and health of trees/shrubs and forages.
- Improve water quality.
- Reduce erosion.
- Improve soil quality.

#### 3. CONDITIONS WHERE PRACTICE APPLIES

This practice may be applied on any area that is suitable for the desired forages, trees, and livestock.

#### 4. COMPONENTS AND ASSOCIATED PRACTICES

a. The following components are authorized for cost-sharing:

- i. Establish trees and introduced grasses (acre)
- ii. Establish trees and native grasses (acre)
- iii. Establish trees into established forage (acre)

#### 5. POLICIES

a. Grazing planning requirements are:

- i. This practice must facilitate proper grazing use by improving distribution of grazing and/or reduce impacts of livestock on streams or riparian areas.
- b. A Forage Balance Estimate Worksheet form, provided by the DOC or a NRCS Prescribed Grazing Plan Code 528, shall be completed prior to submitting the CS-3. (Not required for livestock waste systems.)
- c. An exclusion cage is required to be installed to NRCS Standards and Specifications in a warm season pasture (not required in a cool season pasture) prior to submitting the CS-4.

- d. The exclusion cage must remain in the pasture for the 10 year duration of the contract maintenance agreement.
- e. Grazing lands served by this spring development shall be maintained in permanent vegetation for a minimum of 10 years.
- f. This practice must serve pastures 40 acres or larger. Practices may be installed in pastures less than 40 acres when livestock are excluded from a stream.
- g. The livestock area must be fenced at time of practice completion.
- h. Use plant species (i.e., trees and forages; shrubs where desired) that are adapted to the climate, soil, and biological conditions of the site and compatible with its planned use and management. Consider potential plant toxicity to animals when making species selections.
- i. Establish and maintain silvopasture in a forested condition that is at least 10 percent stocked by single- stemmed woody species of any size that will be at least 13 feet tall at maturity.
- j. Do not plant species on the federal or state invasive species or noxious weeds lists.
- k. Manage grazing at appropriate levels to establish and maintain silvopasture productivity and function. Facilities for providing water, minerals, or supplemental feed will be located and distributed such that livestock will properly utilize forages in the silvopasture. Control livestock access to areas with sensitive soils (e.g., wetlands, riparian zones, habitats of concern, karst areas, etc.). Use Natural Resource Conservation Service (NRCS) Kansas Conservation Practice Standard 528, Prescribed Grazing, where trees (or a combination of trees and shrubs) are added to existing pasture, range, or crop land, perform site preparation and tree/shrub planting, as needed based on existing vegetation and soil conditions.
- l. Removal of products (e.g., trees, medicinal herbs, nuts, and fruits) is allowed, provided that silvopasture conservation purpose(s) are not compromised by the loss of vegetation or by harvesting disturbance.
- m. Use forage species that are suitable for the targeted livestock and compatible with the tree species.
- n. Livestock grazing shall be deferred until the average height of the trees' terminal buds exceed the browsing height of the livestock, of sufficient size to resist breakage, or until suitable use exclusion measures for the protection of the woody plants are established. A forage crop (hay, silage, etc.) may be harvested during this period.
- o. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a grazing workshop in the previous year.

**The DOC may also grant exceptions to the 40 acre pasture minimum on a case-by-case basis if significant water quality gains will be achieved.**

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **SPRING DEVELOPMENT (Code 574)**

### **WR and NPS**

#### **1. DEFINITION**

Improving springs and seeps by excavating, cleaning and providing collection and storage facilities.

#### **2. PURPOSE**

The primary purpose of all water supply practices is to provide water for livestock to facilitate proper use of vegetation on rangeland or pasture and/or reduce livestock impacts on streams or riparian areas with the stated or implied intent of improving water quality. All alternative grazing management practices must be exhausted before additional water supply is implemented.

This practice can also be used when a water supply is needed to facilitate cover crop grazing in cropland fields to benefit soil health.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. There is a need for initial or additional watering places to permit the desired level of grassland management by improving distribution of grazing over all parts of the range.
- b. To reduce livestock waste in streams.
- c. Grazing cover crops in cropland fields to benefit soil health.
- d. Developments shall be confined to springs or seepage areas that can furnish dependable supply of suitable water during the planned period or periods of use.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Spring, > 50 ft Collection (each)
  - ii. Spring, up to 50 ft Collection (each)
- b. Associated Practices
  - i. Livestock Pipeline (see Code No. 516)
  - ii. Watering Facility (see Code No. 614)

## 5. POLICIES

- a. Grazing planning requirements are:
  - i. This practice must facilitate proper grazing use by improving distribution of grazing and/or reduce impacts of livestock on streams or riparian areas.
  - ii. The water quality in each stock watering facility within a pasture should be nearly equal to encourage livestock distribution.
- b. A Forage Balance Estimate Worksheet form, provided by the DOC or a NRCS Prescribed Grazing Plan Code 528, shall be completed prior to submitting the CS-3. (Not required for livestock waste systems.)
- c. An exclusion cage is required to be installed to NRCS Standards and Specifications in a warm season pasture (not required in a cool season pasture) prior to submitting the CS-4.
- d. The exclusion cage must remain in the pasture for the 10 year duration of the contract maintenance agreement.
- e. Grazing lands served by this spring development shall be maintained in permanent vegetation for a minimum of 10 years.
- f. All livestock water supply practices must be constructed or installed to serve pastures 40 acres or larger. Practices may be installed in pastures less than 40 acres when livestock are excluded from a stream (except livestock waste systems).
- g. The livestock area must be fenced at time of practice completion.
- h. The conservation district shall provide a KSU Extension publication on grazing management to each landowner under contract. Following are extension publications to consider:

MF1118 – Stocking Rate and Grazing Management,  
<http://www.ksre.ksu.edu/bookstore/pubs/mf1118.pdf>;

C402 - Smooth Brome Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/C402.pdf>;

C729 – Tall Fescue Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/c729.pdf>.

Districts should consult with their county extension agent on publications that would be applicable for their county.

- i. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a grazing workshop in the previous year.



**Note: The DOC may grant exceptions to established restrictions of a water supply development when limited water sources are available. The purpose of this exception is to allow for domestic and non-grazing livestock use.**

**The DOC may also grant exceptions to the 40 acre pasture minimum on a case-by-case basis if significant water quality gains will be achieved.**

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **SPRINKLER SYSTEM (Code 442)**

### **WR and NPS**

#### **1. DEFINITION**

A distribution system that applies water by means of nozzles operated under pressure.

#### **2. PURPOSE**

This practice may be applied as part of a conservation management system to accomplish the following purpose:

- Efficiently and uniformly apply water on irrigated lands.

#### **2. CONDITIONS WHERE PRACTICE APPLIES**

This standard applies to the planning and functional design of all sprinkler system components such as laterals, risers, nozzles, heads, and pressure regulators.

Individual sprinkler design discharge rates covered by this standard typically have design nozzle discharge rates exceeding 1 gallon per minute. Areas must be suitable for sprinkler water application and have a water supply of adequate quantity and quality suitable for the intended purpose(s).

This standard applies to planning and design of sprinkler application systems for the following:

- Increasing irrigation system efficiency.
- Providing a reduction in water use on pivot irrigation systems.

This standard applies to renozzling existing sprinkler systems to reduce pressure, reduce flow rate, or increase distribution uniformity.

#### **4. COMPONENTS POLICIES AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-share:
  - i. System Renovation, Renozzle with Drops (each)
- b. A DOC self-certification form will be used as the checkout document for this practice.
- c. Associated Practices
  - i. Irrigation Water Management (see Code No. 449)

5. **MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **STREAMBANK PROTECTION (Code 018)**

### **RW Only**

#### **1. DEFINITION**

Treatment(s) used to stabilize and protect streambanks.

#### **2. PURPOSE**

To stabilize the eroding streambanks, reduce damage from sediment and runoff to downstream areas, and improve wildlife habitat.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

On highly erodible or critically eroding streambanks. These areas usually cannot be stabilized by ordinary conservation treatment and management, and if left untreated can cause severe erosion or sediment damage.

#### **4. COMPONENTS**

- a. A list of approved methods and components to be used by the technical service provider is located at <https://www.iowadnr.gov/Environmental-Protection/Water-Quality/River-Restoration/River-Restoration-Toolbox> under practice guides. Below is additional information:
  - i. DOC and technical service providers will meet with the landowner and conservation district before and after the design is completed. Cost share will be based on statewide average costs provided by the technical service provider and/or Kansas Forest Service.
  - ii. While not required of the landowner, soliciting bids is strongly recommended. A list of qualified and experience contractors can be attained through the Kansas Forest Service.

#### **5. POLICIES**

Buffers are encouraged with this practice but are not a required component. This area may be enrolled in the Continuous Conservation Reserve Program through USDA, NRCS – FSA, if deemed eligible by USDA, NRCS-FSA. All practices shall meet all necessary permitting requirements.

#### **6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **STREAMBANK PROTECTION REPAIR (Code 580R)**

### **RW Only**

#### **1. DEFINITION**

Repair a previously stabilized streambank project.

#### **2. PURPOSE**

To repair a previously stabilized streambank project where repairs of shaping and/or additional rock is required for the project due to high flow events.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

On a previously stabilized streambank project where repairs of shaping and/or additional rock is required for the project due to high flow events. If left unrepaired, the project will not function properly causing severe erosion or sediment damage.

#### **4. COMPONENTS**

A bid process for determining the county average cost for each project will be used. Contact DOC for details of the bid process. The bid may include the following:

- a. Earthwork (cubic yard)
- b. Rock (ton)
  - i. The rock cost should include the cost of the rock, delivery of the rock, and placement of the rock.

#### **5. POLICIES**

A determination must be made by the design engineering firm that originally designed the project that repairs of shaping and/or additional rock is required for the project for it to function properly.

#### **6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **STREAMBANK RIPARIAN BUFFER INCENTIVE PAYMENT (Code 004)**

### **NPS and RW**

#### **1. DEFINITION**

A one-time payment to a landowner who provides land and access for the installation of a 66-foot wide riparian forest buffer in association with a streambank protection project.

#### **2. PURPOSE**

To establish a riparian forest buffer in association with an eligible streambank protection project.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

Where practice Code 580 Streambank Protection is required to stabilize highly erodible or critically eroding streambanks. If practice code 004, Streambank Riparian Buffer Incentive Payment, is selected by the landowner in combination with practice code 580, Streambank Protection, a riparian forest buffer shall be part of the design of the streambank protection project and is an important component of the overall success of the project.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

a. The following component is authorized for cost-share:

i. Streambank Riparian Buffer Incentive Payment (Each)

(a) The one-time payment to allow the installation of a riparian forest buffer will be computed by using the following calculations:

- (1) The acres eligible for the incentive payment will be determined upon completion of the streambank protection project. The acres will be calculated by multiplying the total length of the project by 66-feet and divide by 43,560. (project length (in feet)) x (66 feet) / 43,560 square feet = (# acres)
- (2) The Farm Service Agency (FSA) soil rental rate (SRR) for the soil type associated with the riparian forest buffer is used to determine the per acre payment.
- (3) Payment will be calculated by multiplying the acres in the 66-foot wide riparian forest buffer by the FSA soil rental rate by 10 years. (#acres) x (SRR) x 10 (years) = Incentive Payment

Example: 1 (# of acres) x \$100 (SRR) x 10 (years) - \$1,000.00

- (4) The practice incentive payment will be made to the landowner once the acres are certified, the permanent markers are installed, and the riparian forest buffer is certified as complete by the Kansas Forest Service.

## **5. POLICIES**

- a. Project Eligibility: Streambank Projects funded by the DOC are eligible for the incentive payment.
- b. The landowner will be responsible for the total cost of the planting stock and installation of the buffer, unless other sources such as RCPP/EQIP are providing funding.
- c. Kansas Forest Service (KFS) and/or Kansas Forest Service contract personnel will be installing and maintaining the riparian forest buffer. The KFS is responsible for developing the tree planting and maintenance plans.
- d. The landowner agrees to permit access to the Kansas Forest Service and/or Kansas Forest Service contract personnel or DOC personnel for the installation, maintenance, and monitoring of the 66-foot-wide riparian forest buffer for 10 years.
- e. The field side boundary of the 66-foot riparian forest buffer will be marked with permanent six- and one-half foot steel t-posts with a white PVC pipe sleeve every one hundred feet for the total length of the project. This boundary will be installed by Kansas Forest Service and/or Kansas Forest Service contract personnel and must remain in place for 10 years.
- f. It is the landowner's responsibility to ensure that the riparian forest buffer or the buffer field side boundary markers are not disturbed or destroyed for 10 years. The landowner maintains the responsibility for the control of noxious weeds after the 3-year tree establishment period. The landowner must maintain 70% planting survival rate during the contract period (replanting expenses are the responsibility of the landowner years 4 through 10, unless the cause was due to weather-related events or other acts beyond the landowner's control (e.g. drought or flooding) – cases will need to be evaluated individually).
- g. Livestock must be excluded from accessing or grazing the buffer area during the contract period.

## **STREAMBANK SIGNING INCENTIVE PAYMENT (Code 001)**

### **NPS and RW**

#### **1. DEFINITION**

An incentive payment to landowners that sign-up for practice Code 580 Streambank Protection, Code 322 Channel Bank Vegetation, and Code 484 Mulching.

#### **2. PURPOSE**

To provide an incentive for landowners to sign-up for practice Code 580 Streambank Protection, Code 322 Channel Bank Vegetation, and Code 484 Mulching.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

Where practice Code 580 Streambank Protection is required to stabilize highly erodible or critically eroding streambanks.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

a. The following components are authorized for cost-share:

i. SSIP-Streambank Protection-Bid (Each)

(a) County average cost is to be figured on the bid amount for the project.

ii. SSIP-Channel Bank Vegetation-Bare Root (Each)

(a) County average cost is to be figured using the current NRCS EQIP state average cost by the each.

iii. SSIP-Channel Bank Vegetation-Live Stake (Each)

(a) County average cost is to be figured using the current NRCS EQIP state average cost by the each.

iv. SSIP-Channel Bank Vegetation-Grass Seeding (Acre)

(a) County average cost is to be figured using the current NRCS EQIP state average cost by the acre.

v. SSIP-Mulching (Ton)

(a) County average cost is to be figured using the current NRCS EQIP state average cost by the ton.

#### **5. POLICIES**

The cost-share rate is 10% of the county average cost for each eligible component.



## TEMPORARY ELECTRIC FENCING (Code 382t)

### WR and NPS

#### 1. DEFINITION

Dividing an area of land with a suitable temporary structure that acts as a barrier to livestock.

#### 2. PURPOSE

Provides a barrier to livestock that allows for the grazing of cover crops on cropland in systems designed to improve soil health.

#### 3. CONDITIONS WHERE PRACTICE APPLIES

Where practice is utilized:

- As a temporary cross-fence when implementing a planned cover crop grazing system in cropland fields.
- As a temporary perimeter fence when implementing a planned cover crop grazing system in cropland fields.

#### 4. COMPONENTS

- a. The following components are authorized for cost-sharing:
  - (a) Temporary Electric Fence (linear foot)
- b. Associated Practices:
  - i. Cover Crop (see Code 340)

## **TERRACE (Code 600)**

### **WR and NPS**

#### **1. DEFINITION**

An earth embankment or a combination ridge and channel constructed across the slope on cropland only, except when used in conjunction with a confined animal feeding operation.

#### **2. PURPOSE**

To reduce slope length, reduce erosion, reduce sediment content in runoff water, improve water quality, intercept and conduct surface runoff at a non-erosive velocity to a stable outlet, retain runoff for moisture conservation, or prevent gully development.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

This practice applies where:

- a. Water erosion is a problem.
- b. There is a need to conserve water.
- c. The soils and topography are such that terraces can be constructed and farmed with reasonable effort.
- d. A suitable outlet can be provided.
- e. Runoff and sediment can damage land or improvements downstream or impair water quality.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Non-Storage - Broadbase (linear foot)
  - ii. Storage - Broadbase (linear foot)
  - iii. Storage - Grass Back (linear foot)
  - iv. Storage - Level or Flat Channel (linear foot)
- b. Associated Practices
  - i. Critical Area Planting (see Code No. 342)
  - ii. Grade Stabilization Structure (see Code No. 410)

iii. Underground Outlet (see Code No. 620)

**5. POLICIES**

- a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **TERRACE RESTORATION (Code 600r)**

### **WR and NPS**

#### **1. DEFINITION**

Restoring a terrace. A terrace is an earth embankment or a combination ridge and channel constructed across the slope on cropland only.

#### **2. PURPOSE**

Restoring a terrace to reduce slope length, reduce erosion, reduce sediment content in runoff water, improve water quality, intercept and conduct surface runoff at a non-erosive velocity to a stable outlet, retain runoff for moisture conservation, or prevent gully development.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

The existing terrace system must meet all the requirements listed below to be eligible to receive state cost-share assistance:

- a. The terrace system must be 20 or more years old and on cropland only.
- b. The system must have less than 50 percent of the terrace capacity remaining, based upon cross sectional area.
- c. Adequate, stable outlets must be available for each terrace.
- d. Reasonable efforts must have been made to maintain the terrace system.
- e. A terrace system is defined as a single complete terrace or a group of terraces treating a field or portion of a field.
- f. The existing cross sectional area for gradient terraces has the capacity to carry less than 50 percent of the design discharge without overtopping or a minimum of 0.5 foot of height.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Terrace Rebuild (linear foot)
- b. Associated Practice: Underground Outlet (see Code No. 620)

#### **5. POLICIES**

- a. Restoration may include any or all of the following:

- i. Restoration of the terrace height.
- ii. Reconstruction of terrace cross section within the following guidelines:
  - (1) Broadbase cross section on land slopes of eight percent or less.
  - (2) Grass back sloped cross section on land slopes of six percent or greater.
  - (3) Narrow base cross section on any land slope.
  - (4) Exceptions to these guidelines will be allowed when the soil depth will not permit reconstruction of the terrace types indicated above.
- b. Terraces that are under-spaced, over-spaced, or so poorly aligned that the terrace system cannot be farmed with modern equipment should be eliminated and be replaced with a new terrace system. In this situation, the terraces should be funded under practice Code 600 Terrace. The elimination of existing terraces is not eligible for cost-share assistance.
- c. Documentation of terrace eligibility should be maintained in the landowner cost-share file.
- d. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

## **6. LIMITATIONS**

- a. Conversion of gradient terraces to underground tile outlet terraces is not eligible for Terrace Restoration assistance if a suitable or restorable grassed waterway outlet is available.
- b. General maintenance of a terrace system is not eligible such as repair of washed out portions or other small structural failures.

## **7. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **TREE/SHRUB ESTABLISHMENT (Code 612)**

### **RW ONLY**

#### **1. DEFINITION**

To set tree seedlings or cuttings in the soil.

#### **2. PURPOSE**

To reinforce a stand of trees and to conserve soil and moisture.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. Tree/shrub replacement in field windbreaks.
- b. Where erosion control is needed.
- c. Interplanting in woodland.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:  
(When applicable, include labor when calculating county average cost.)
  - i. Tree/Shrub (per tree/shrub)
    - (1) Tree - Bareroot (per tree)
    - (1) Tree – Containerized (per tree)
    - (2) Tree – Other (per tree)
    - (3) Shrub (per shrub)
    - (4) Tree components include planting site preparation, trees, shrub, and planting costs.
    - (5) County average cost for tree components are to be figured per tree/shrub.
  - ii. Tree Shelters (per tree) – Plastic mesh is not eligible.
    - (1) County average cost should include the cost of the tree shelter, stake, if needed, and installation.

- b. Associated Practices
  - i. Fencing (see Code No. 382)
  - ii. Mulching (see Code No. 484)

**5. POLICIES**

- a. Cost-sharing is not authorized for planting of trees for resale.
- b. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **TREE/SHRUB PRUNING (Code 660)**

### **RW ONLY**

#### **1. DEFINITION**

Removal of all or parts of selected branches, leaders or roots from trees and shrubs.

#### **2. PURPOSE**

To maintain or improve plant productivity, health and vigor.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. Maintenance on established or recently planted timber stands.
- b. Areas where trees or shrubs were planted for erosion control.
- c. Maintaining established or recently planted riparian buffers.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:  
(When applicable, include labor when calculating county average cost.)
  - i. Removal of existing vegetation (per acre)
    - (1) Mechanical (per acre)  
Ex: removing branches from a tree or shrub
    - (2) County average cost for site preparation is to be figured per acre.
  - ii. Soil disturbance (per acre).
    - (1) Mechanical (per acre)  
Ex: ripping soil to prune roots below ground
- b. Associated Practices
  - i. Fencing (see Code No. 382)



**5. POLICIES**

- a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **TREE/SHRUB SITE PREPARATION (Code 490)**

### **WR, NPS and RW**

#### **1. DEFINITION**

Treatment of areas to improve site conditions for establishing trees/shrubs.

#### **2. PURPOSE**

To encourage natural regeneration of desirable woody plants or prepare site for planting or seeding of new woody plants.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. Site prep for tree/shrub replacement in woodlands or riparian buffers.
- b. Site prep where woody plants or seeds will be planted for erosion control.
- c. Site prep for interplanting in woodland or newly established riparian buffers.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Chemical - Ground Application on Wildland (acre)
  - ii. Chemical - Hand Application (acre)
  - iii. Hand site preparation (acre)
  - iv. Mechanical - Light (acre)
  - v. Mechanical, Heavy (acre)
  - vi. Mechanical, Medium (acre)
  - vii. Windbreak - Site Preparation (acre)
  - viii. Windbreak, chemical and mechanical (acre)
  - ix. Windbreak, chemical only (acre)
  - x. Windbreak, mechanical only (acre)

b. Associated Practices

- i. Fencing (see Code No. 382)
- ii. Cover Crop (see Code No. 340)
- iii. Windbreak/Shelterbelt Establishment and Renovation (see Code No. 380)
- iv. Windbreak/Shelterbelt Renovation (see Code No. 650)

**5. POLICIES**

- a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **UNDERGROUND OUTLET (Code 620)**

### **WR AND NPS**

#### **1. DEFINITION**

A conduit installed beneath the surface of the ground to collect surface water and convey to a suitable outlet.

#### **2. PURPOSE**

To dispose of excess water from terraces, diversions, sub-surface drains, surface drains, trickle tubes, principal spillways from dams (outside the dam area only) or other concentrations without causing damage by erosion or flooding.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. Excess surface water needs to be disposed of.
- b. A buried outlet is needed for diversions, terraces, or similar practices.
- c. An underground outlet can be installed that will safely dispose of excess water.
- d. Surface outlets are impractical because of stability problems, climatic conditions, land use, or equipment traffic.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. 12 inch - 18 inch PVC or DW Pipe, Multi-Inlet System (linear foot)
  - ii. 12 inch - 18 inch PVC or DW Pipe, Single-Inlet System (linear foot)
  - iii. 4 inch - 6 inch PVC or DW Pipe, Multi-Inlet System (linear foot)
  - iv. 6 inch - 10 inch PVC or DW Pipe, Single-Inlet System (linear foot)
  - v. 6 inch or smaller Single Wall PE Pipe(non-perf or perf), Multi-Inlet System (linear foot)
  - vi. 8 inch - 10 inch PVC or DW Pipe, Multi-Inlet System (linear foot)
  - vii. Over 18 inch PVC or DW Pipe, Single- or Multi-Inlet System (linear foot)
- b. Associated Practices

- i. Diversion (see Code No. 362)
- ii. Grassed Waterway or Outlet (see Code No. 412)
- iii. Terrace (see Code No. 600)
- iv. Water and Sediment Control Basin (see Code No. 638)

**5. POLICIES**

- a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

**6. LIMITATIONS**

- a. Cost-sharing is not authorized for:
  - i. Trickle tubes.
  - ii. Principal spillways from dams.
  - iii. Sub-surface drains.

**7. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **WATER AND SEDIMENT CONTROL BASIN (Code 638)**

### **WR, NPS and RW**

#### **1. DEFINITION**

A short earth embankment or a combination ridge and channel generally constructed across the slope and minor watercourses to form a silt or sediment basin.

#### **2. PURPOSE**

To trap and collect sediment, reduce on-site erosion, reduce the content of sediment in water, reduce peak rate of flow at downslope locations, reduce flooding, reduce gully erosion, re-form land surface, and improve the potential of areas for farming.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. The topography precludes installing and farming terraces with reasonable effort.
- b. Runoff and sediment from high areas can damage downstream land or improvements.
- c. Water erosion is a problem.
- d. Site conditions are suitable for installation.
- e. Adequate outlets can be provided.
- f. Basins are installed in conjunction with the establishment of a workable terrace system to stabilize outlets and/or odd areas or where land treatment practices reduce soil loss to tolerable limits for the soil involved.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - a. WASCOB base (cubic yard)
  - b. WASCOB topsoil (cubic yard)
- a. Associated Practices
  - i. Critical Area Planting (see Code No. 342)
  - ii. Underground Outlet (see Code No. 620)

**5. POLICIES**

- a. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **WATER WELL (Code 642)**

### **WR and NPS**

#### **1. DEFINITION**

A well constructed or improved to provide water for livestock.

#### **2. PURPOSE**

The primary purpose of all water supply practices is to provide water for livestock to facilitate proper use of vegetation on rangeland or pasture and/or reduce livestock impacts on streams or riparian areas with the stated or implied intent of improving water quality. All alternative grazing management practices must be exhausted before additional water supply is implemented.

This practice can also be used when a water supply is needed to facilitate cover crop grazing in cropland fields to benefit soil health.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. This practice applies to drilled, driven, and dug vertical or horizontal wells constructed to supply water from an underground source.
- b. There is a need for initial or additional watering places to permit the desired level of grassland management by improving distribution of grazing over all parts of the range.
- c. To reduce livestock waste in streams.
- d. Grazing cover crops in cropland fields to benefit soil health.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Shallow Well, 100 ft. deep or less (linear foot)
  - ii. Single PVC Casing with pitless unit, greater than 100 ft. deep (linear foot)
  - iii. Single PVC Casing, greater than 100 ft. deep (linear foot)
- b. Associated Practices
  - i. Pipeline (see Code No. 516)
  - ii. Watering Facility (see Code No. 614)



## 5. POLICIES

- a. Grazing planning requirements are:
  - i. This practice must facilitate proper grazing use by improving distribution of grazing and/or reduce impacts of livestock on streams or riparian areas.
  - ii. The water quality in each stock watering facility within a pasture should be nearly equal to encourage livestock distribution.
- b. A Forage Balance Estimate Worksheet form, provided by the DOC or a NRCS Prescribed Grazing Plan Code 528, shall be completed prior to submitting the CS-3. (Not required for livestock waste systems.)
- c. An exclusion cage is required to be installed to NRCS Standards and Specifications in a warm season pasture (not required in a cool season pasture) prior to submitting the CS-4.
- d. The exclusion cage must remain in the pasture for the 10 year duration of the contract maintenance agreement.
- e. Grazing lands served by this practice shall be maintained in permanent vegetation for a minimum of 10 years.
- f. All livestock water supply practices must be constructed or installed to serve pastures 40 acres or larger. Practice may be installed in pastures less than 40 acres when livestock are excluded from a stream (except livestock waste systems).
- g. The livestock area must be fenced at time of practice completion.
- h. The conservation district shall provide a KSU Extension publication on grazing management to each landowner under contract. Following are extension publications to consider:

MF1118 – Stocking Rate and Grazing Management,  
<http://www.ksre.ksu.edu/bookstore/pubs/mf1118.pdf>;

C402 - Smooth Brome Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/C402.pdf>;

C729 – Tall Fescue Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/c729.pdf>.

Districts should consult with their county extension agent on publications that would be applicable for their county.

- i. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a grazing workshop in the previous year.

**Note: The DOC may grant exceptions to established restrictions of a water supply development when limited water sources are available. The purpose of this exception is to allow for domestic and non-grazing livestock use.**

**The DOC may also grant exceptions to the 40 acre pasture minimum on a case-by-case basis if significant water quality gains will be achieved.**

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **WATERING FACILITY (Code 614)**

### **WR and NPS**

#### **1. DEFINITION**

A trough, tank, or waterer with needed devices installed to provide drinking water for livestock.

#### **2. PURPOSE**

The primary purpose of all water supply practices is to provide water for livestock to facilitate proper use of vegetation on rangeland or pasture and/or reduce livestock impacts on streams or riparian areas with the stated or implied intent of improving water quality. All alternative grazing management practices must be exhausted before an additional water supply is implemented.

This practice can also be used when a water supply is needed to facilitate cover crop grazing in cropland fields to benefit soil health.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. There is a need for initial or additional watering places to permit the desired level of grassland management by improving distribution of grazing over all parts of the range.
- b. To reduce livestock waste in streams.
- c. Grazing cover crops in cropland fields to benefit soil health.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Enclosed Storage Tank (gallon)
  - ii. Fiberglass Tank on Concrete (gallon)
  - iii. Fiberglass Tank on Earth (gallon)
  - iv. Precast Concrete Tank (gallon)
  - v. Rubber Tire Tank on Concrete (gallon)
  - vi. Rubber Tire Tank on Earth (gallon)
  - vii. Steel Rim Tank - Bottomless (gallon)
  - viii. Steel Rim Tank - Concrete Base (gallon)
  - ix. Steel Tank (gallon)
  - x. Water Fountain (each)

- b. Includes permanent installation of trough, waterer or tank constructed of concrete, fiberglass, steel rim or tire tanks. Also, concrete pad, riser, rock/gravel and miscellaneous pipe and fittings.
- c. Cost-share is not authorized for electrical components.
- d. Associated Practices
  - i. Pipeline (see Code No. 516)
  - ii. Pond (see Code No. 378)
  - iii. Spring Development (see Code No. 574)
  - iv. Water Well (see Code No. 642)

## 5. **POLICIES**

- a. Replacement of trough, tank or waterer is not eligible.
- b. Grazing planning requirements are:
  - i. This practice must facilitate proper grazing use by improving distribution of grazing and/or reduce impacts of livestock on streams or riparian areas.
  - ii. The water quality in each stock watering facility within a pasture should be nearly equal to encourage livestock distribution
- c. A Forage Balance Estimate Worksheet form, provided by the DOC or a NRCS Prescribed Grazing Plan Code 528, shall be completed prior to submitting the CS-3. (Not required for livestock waste systems.)
- d. An exclusion cage is required to be installed to NRCS Standards and Specifications in a warm season pasture (not required in a cool season pasture) prior to submitting the CS-4.
- e. The exclusion cage must remain in the pasture for the 10 year duration of the contract maintenance agreement.
- f. Grazing lands served by this trough or tank shall be maintained in permanent vegetation for a minimum of 10 years.
- g. All livestock water supply practices must be constructed or installed to serve pastures 40 acres or larger. Practices may be installed in pastures less than 40 acres when livestock are excluded from a stream (except livestock waste systems).
- h. The livestock area must be fenced at time of practice completion.
- i. Water for distribution needs can be from wells, springs, flowing streams, ponds, or rural water districts.

- j. The conservation district shall provide a KSU Extension publication on grazing management to each landowner under contract. Following are extension publications to consider:

MF1118 – Stocking Rate and Grazing Management,  
<http://www.ksre.ksu.edu/bookstore/pubs/mf1118.pdf>;

C402 - Smooth Brome Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/C402.pdf>;

C729 – Tall Fescue Production and Utilization,  
<http://www.ksre.ksu.edu/bookstore/pubs/c729.pdf>.

Districts should consult with their county extension agent on publications that would be applicable for their county.

- k. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a grazing workshop in the previous year.

**Note: The DOC may grant exceptions to established restrictions of a water supply development when limited water sources are available. The purpose of this exception is to allow for domestic and non-grazing livestock use.**

**The DOC may also grant exceptions to the 40 acre pasture minimum on a case-by-case basis if significant water quality gains will be achieved.**

## 6. MAINTENANCE

The practice shall be maintained for ten (10) years.

## WELL DECOMMISSIONING (Code 351)

### WR and NPS

#### 1. DEFINITION

The sealing and permanent closure of a water well no longer in use.

#### 2. PURPOSE

Prevent entry of contaminated surface water into well and migration of contaminants into the unsaturated zone or saturated zone.

Prevent the commingling of chemically or physically different ground waters between separate water bearing zones.

Restore, as far as feasible, hydrogeologic conditions that existed before the well was constructed.

#### 3. CONDITIONS WHERE PRACTICE APPLIES

This practice applies to any drilled, dug, driven, bored, or otherwise constructed vertical water well determined to have no further beneficial use.

#### 4. POLICIES

- a. Personnel eligible to plug abandoned wells are either licensed well drillers or the well owner, except on irrigation wells a licensed well driller must plug the well.
- b. To cost-share on multiple wells for one landowner, select additional project types when developing the county CS-2 (i.e. AWP, AWP #1, AWP#2).
- c. The project shall be completed by May 1<sup>st</sup> of the state fiscal year the contract was approved.

#### 5. COMPONENTS

- a. The following components are eligible for cost-sharing:
  - i. Drilled, between 300 and 1,000 feet (linear foot)
  - ii. Drilled, less than 300 feet (linear foot)
  - iii. Shallow, Greater than 15 in. dia. (linear foot)
  - iv. Shallow, less than 15 in. dia. (linear foot)

## 6. LIMITATIONS

- a. Gas and oil wells are not eligible for cost-share.
- b. Plugging certification. The Kansas Department of Health and Environment (KDHE) Form WWC-5P shall be completed for each well. The original WWC-5P form shall be sent to the Kansas Department of Health & Environment (KDHE), one copy shall be kept in the landowner file, and one copy shall be sent to the water well owner. The conservation district can access the WWC-5P fillable form on the KDHE website at <https://www.kdhe.ks.gov/DocumentCenter/View/2216/WWC-5P-Water-Well-Plugging-Record-PDF>
- c. Plugging procedures and computation of plugging materials are outlined in KSU Cooperative Extension Service Publication MF-935, dated January 1998 and shall be followed when plugging all state cost-shared wells. KSU Extension publication MF-935 can be found at <http://www.ksre.ksu.edu/bookstore/pubs/MF935.pdf>

## 7. MAINTENANCE

This practice is permanent however a landowner agreement must be signed by the well owner.

## **WETLAND CREATION (Code 658)**

### **RW ONLY**

#### **1. DEFINITION**

A wetland that has been created on a site location which historically was not a wetland or is a wetland but the site will be converted to a wetland with a different hydrology, vegetation type, or function than naturally occurred on the site.

#### **2. PURPOSE**

To create wetlands that has wetland hydrology, hydrophytic plant communities, hydric soil conditions, and wetland functions and/or values.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

This practice applies to sites where no natural wetland occurred or where a wetland exists, or existed, and the wetland characteristics (hydrology, vegetation, and functions) will be different from what historically occurred.

This practice is applicable only if modifying drainage and/or artificial flooding of duration and frequency to create and maintain wetland conditions during an average annual precipitation event can approximate hydrologic conditions. The wetland class/subclass will be specified.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:  
(When applicable, include labor when calculating county average cost.)
  - i. Earthwork (fill or excavation by cubic yard)
    - (1) Includes all earthwork involved in the structure, whether it be fill or excavation.
    - (2) County average cost is to be figured by the cubic yard of earth moved.
  - ii. Pipe and other components associated with pipe installation (per linear foot)
    - (1) Develop average costs for selected pipe sizes including all components associated with pipe. County average cost for pipe, including all components is to be figured per linear foot of pipe. The numbers below refer to grouped components.
      - (a) 2/ - Complete with riser and tee or canopy, main conduit, manually tamped backfill under the ridge, and CMP outlet with rodent guard or bubble-up riser.



- (b) 7/ - Complete with inline water control structure, inlet and outlet pipe, manually tamped backfill of structure and pipe, bar guard, rodent guard, and back flap.

- iii. Other Components Associated with Pipe (per unit installed)

- (1) Other components required to complete installation of the practice according to specification shall be listed individually from the pipe component. Average costs for each shall be established.
- (2) County average cost is figured per unit installed.

- iv. Drop Log Structure (each)

- (1) Includes structure and all components necessary for installation.
- (2) County average cost is figured per structure.

- v. Hydrophytic Vegetation (each)

- (1) County average cost is to be figured based on each plant.

- b. Associated Practice: Critical Area Planting (see Code No. 342)

## 5. LIMITATIONS

- a. The landowner shall obtain necessary local, state, and federal permits that apply before wetland construction, including water rights if required.
- b. The design will comply with local, state, and federal permit requirements.
- c. Documentation of the soil, hydrology, and vegetative characteristics of the site and its contributing watershed shall be made before construction

## 6. MAINTENANCE

The practice shall be maintained for ten (10) years.

## **WETLAND ENHANCEMENT (Code 659)**

### **WR, NPS and RW**

#### **1. DEFINITION**

The modification or rehabilitation of an existing or degraded wetland, where specific functions and/or values are modified for the purpose of meeting specific project objectives.

#### **2. PURPOSE**

To modify the hydrologic condition, hydrophytic plant communities, and/or other biological habitat components of a wetland for the purpose of favoring specific wetland functions or values.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

This practice applies on any degraded or existing wetland where the objective is to specifically enhance a selected wetland function(s) and/or value(s).

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Depression Sediment Removal and Ditch Plug (cubic yard)
  - ii. Estuarine Fringe Levee Removal (acre).
  - iii. Excavation (cubic yard)
  - iv. Excavation on Saturated Site (cubic yard)

#### **5. LIMITATIONS**

- a. The landowner shall obtain necessary local, state, and federal permits that apply before wetland construction, including water rights if required.
- b. The design will comply with local, state, and federal permit requirements.
- c. Documentation of the soil, hydrology, and vegetative characteristics of the site and its contributing watershed shall be made before construction

#### **6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## **WETLAND RESTORATION (Code 657)**

### **WR, NPS, and RW**

#### **1. DEFINITION**

A rehabilitation of a drained or degraded wetland where the soils, hydrology, vegetative community, and biological habitat are returned to the natural condition to the extent practicable.

#### **2. PURPOSE**

To restore hydric soil conditions, hydrologic conditions, hydrophytic plant communities and wetland functions that occurred on the disturbed wetland site prior to modification to the extent practicable.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

- a. This practice applies only to sites with hydric soil which were natural wetlands that have been previously degraded hydrologically and/or vegetatively.
- b. This practice is applicable only if natural hydrologic conditions can be approximated by modifying drainage and/or artificial flooding of a duration and frequency similar to natural conditions.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Depression Sediment Removal (cubic yard)
  - ii. Depression Sediment Removal and Ditch Plug (acre).
  - iii. Ditch plug - Lateral Restoration (cubic yard).
  - iv. Embankment - Fill Height  $\leq$  4 feet (cubic yard)
  - v. Fill in dugout (cubic yard)
  - vi. Sediment Removal - Saturated Site (cubic yard)
- b. Associated Practice: Critical Area Planting (see Code No. 342)

#### **5. LIMITATIONS**

- a. The landowner shall obtain necessary local, state, and federal permits that apply before wetland construction, including water rights if required.

- b. The design will comply with local, state, and federal permit requirements.
- c. Documentation of the soil, hydrology, and vegetative characteristics of the site and its contributing watershed shall be made before construction.

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

<p style="text-align: center;"><b>WINDBREAK/SHELTERBELT ESTABLISHMENT AND RENOVATION (Code 380)</b></p>
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**WR and NPS**

**1. DEFINITION**

- a. A shelter to diffuse and deflect winds away from livestock or structures consisting of:
  - i. A strip or belt of trees or shrubs established next to a confined feeding area or farmstead.
  - ii. An outdoor living barn that is a specialized windbreak, typically composed of trees and shrubs strategically located in open areas to provide winter livestock shelter; or
  - iii. An earthen berm constructed of sufficient height and length to provide winter livestock shelter; or
  - iv. A constructed windbreak composed of building materials such as wood and corrugated metal normally constructed in an “L” configuration to provide winter livestock shelter.

**\*In addition to the above, in or around open cropland needing protection against wind damage to soils or crops and where deposition of snow for moisture conservation can best be accomplished. This applies only to planted windbreaks.**

**2. PURPOSE**

To protect soil resources, control snow deposition, moisture conservation, protect crops and provide shelter for livestock.

**3. CONDITIONS WHERE PRACTICE APPLIES**

Apply this practice on any areas where linear plantings of woody plants are desired and suited for controlling wind, noise, and visual resources. Use other tree/shrub practices when wind, noise and visual problems are not concerns.

**4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Hand Planted, Bare Root (each)
  - ii. Trees, machine planted (each)

- b. Associated Practices
  - i. Fencing (see Code No. 382)
  - ii. Irrigation system, Microirrigation (see Code No. 441)
  - iii. Mulching (see Code No. 484)

**5. POLICIES**

- a. Cost-share is not authorized for planting trees for resale.
- b. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.

## WINDBREAK/SHELTERBELT RENOVATION (Code 650)

### WR and NPS

#### 1. DEFINITION

Replacing selected trees and shrubs or rows or adding rows to the windbreak or shelterbelt.

#### 2. PURPOSE

Restoring or enhancing the function of existing windbreaks or shelterbelts used for livestock, farmsteads, or erosion control.

#### 3. CONDITIONS WHERE PRACTICE APPLIES

In any windbreak or shelterbelt that is no longer functioning properly, where wind damage is likely and/or additional rows of trees and/or shrubs can provide the needed protection. Practice only applies for:

- a. Riparian area livestock exclusion or significant reduction of use of the riparian area.
- b. Field windbreak.
- c. Farmstead windbreak.

#### 4. COMPONENTS AND ASSOCIATED PRACTICES

- a. The following components are authorized for cost-sharing:
  - i. Coppicing - greater than 50 percent of the windbreak (linear foot)
  - ii. Coppicing - less than 50 percent of the windbreak (linear foot)
  - iii. Hand Planted, Bare Root (linear foot)
  - iv. Hand Planted, Bare Root, supplemental water for establishment (linear foot)
  - v. Hand Planted, Potted, supplemental water for establishment (linear foot)
  - vi. Removal <8 inches DBH with Skidsteer (linear foot)
  - vii. Removal > 8 inches DBH with Dozer (linear foot)
  - viii. Sod Release (linear foot)
  - ix. Supplemental Plantings-Machine (linear foot)
  - x. Supplemental Plantings-Machine, supplemental water for establishment (linear foot)

- xi. Supplemental Plantings-Machine, Weed Barrier (linear foot)
- xii. Supplemental Plantings-Machine, Wildlife Protection, supplemental water for establishment (linear foot)
- b. Associated Practices
  - i. Fencing (See Code No. 382)
  - ii. Irrigation System, Microirrigation (See Code No. 441)
  - iii. Mulching (See Code No. 484)

**5. POLICIES**

- a. Cost-sharing is not authorized for planting trees for resale.
- b. Conservation districts may give extra points on the ranking worksheet for applicants that have attended a conservation district approved No-till or Cover Crop workshop in the previous year.

**6. MAINTENANCE**

The practice shall be maintained for ten (10) years.



## **WOODY RESIDUE TREATMENT (Code 384)**

### **WR and NPS**

#### **1. DEFINITION**

The treatment of residual woody material that is created due to management activities or natural disturbances.

#### **2. PURPOSE**

This practice is used to accomplish one or more of the following purposes:

- To improve access for management purposes.
- Improve access to forage for livestock and wildlife.
- Reduce the risk of harm to humans and livestock.
- Improve the soil organic matter.

#### **3. CONDITIONS WHERE PRACTICE APPLIES**

On all lands, except active cropland, where woody residue requires treatment.

#### **4. COMPONENTS AND ASSOCIATED PRACTICES**

- a. The following components are authorized for cost-sharing:
  - i. Restoration/conservation treatment following catastrophic events (acre)
- b. The condition and extent of residual woody material must determine the treatment method selected based on the operator's purpose.
- c. Treatment methods (i.e., piling, burning, chipping/masticating, lop and scatter, offsite removal, crushing) will achieve landowner objectives while adequately protecting land and water resources.
- d. Care must be taken to minimize injury to or function of the residual plant communities.
- e. Timing of treatment must coincide with intended purpose(s) and minimize impact on other resources.
- f. Any residual woody material left on the site after treatment will not present an unacceptable fire, safety, environmental, or pest hazard. Such remaining material will not interfere with the intended purpose or other planned management activities.
- g. Woody material must be piled, contour windrowed, or removed sufficiently to allow access by livestock and wildlife, and to maximize forage growth.
- h. Woody material left on the site that is scattered, piled or windrowed will be further treated to meet client objectives and any State or local requirements for safe use of the area.

- i. Woody material will be of a size and closeness to soil to accelerate in decomposition.
- j. Avoid piling or moving slash into riparian areas, floodplains, or wetland.

## **5. AWP and NPS Special Provisions**

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## Abandoned Water Well Plugging Provisions

### Introduction

The purpose of this section is to provide guidance to conservation districts in the development and implementation of Abandoned Water Well Plugging (AWP) through the Non-Point Source Pollution Control Program (NPSPCP). These guidelines and procedures have been adopted and are enforced by the Division of Conservation, Kansas Department of Agriculture (DOC).

Plugging abandoned water wells prevents the introduction of contaminants into sources of groundwater via an abandoned or inactive well. Abandoned water wells that are properly plugged: restore barriers to contamination, remove the physical hazard of well entry by humans and animals, and restore stability to the land surface.

### General Policies

1. Any individual plugging abandoned water wells and receiving state financial assistance shall follow Kansas Department of Health and Environment (KDHE) requirements and procedures. Refer to KDHE's website at [www.kdheks.gov/waterwell/index.html](http://www.kdheks.gov/waterwell/index.html) for access to Article 30, K.S.A.s and K.A.R.s and information on plugging an abandoned water well. A brochure entitled *Plugging Abandoned Wells* can be found at <http://www.kdheks.gov/waterwell/download/PluggingAbandonedWells.pdf>.
2. The NRCS practice Well Decommissioning – Code 351 shall be used in the following situations when plugging abandoned water wells:
  - a. In unconfined aquifers with unconsolidated formations.
  - b. In confined aquifers or a well that penetrates more than one aquifer.
  - c. Artesian wells shall be plugged using procedures for wells with confined aquifers.
3. If it is suspected the formation is rock (consolidated formation), has confining layers, or the well penetrates multiple water-bearing formations, contact KDHE before proceeding or hire a licensed well driller to do the plugging.
4. Each abandoned well shall be ranked for funding according to Conservation District developed ranking criteria.
5. The project shall be completed by **May 1<sup>st</sup>** of the state fiscal year the contract was approved.
6. All plugged abandoned wells shall be reported with KDHE and all cost-share recipients must complete KDHE Form WWC-5P (Well Plugging Record) before financial assistance is paid. Form WWC-5P can be found in CSIMS Cost-Share Tools or later in this chapter. The WWC-5P Instructions is available at this link [http://www.kdheks.gov/waterwell/download/FILLABLE\\_WWC-5P\\_Instructions.pdf](http://www.kdheks.gov/waterwell/download/FILLABLE_WWC-5P_Instructions.pdf). The fillable WWC-5P is available at [http://www.kdheks.gov/waterwell/download/WWC-5P\\_fillable\\_form\\_pdf.pdf](http://www.kdheks.gov/waterwell/download/WWC-5P_fillable_form_pdf.pdf)

7. There is no DOC limit on the number of abandoned water wells cost-shared per landowner. To cost-share on multiple wells for one landowner, select additional project types when developing the county CS-2 (i.e. AWP, AWP #1, AWP#2).
8. Gas and oil wells are not eligible.
9. A landowner may receive cost-share when a licensed well driller or the landowner plugs the abandoned water well.
10. Computation of AWP cost-share assistance shall be determined by multiplying the depth of the well in linear feet, times the average cost of the specified well diameter, times the cost-share percentage. This calculation will arrive at the computed cost. A well plugging worksheet is provided later in this chapter to assist in cost-share computation and required component amounts. An electronic version of the well plugging worksheet can be found in CSIMS Cost-Share Tools.

## **Water Well Record**

KDHE requirements under K.A.R. 28-30-4:

*“A landowner who constructs, reconstructs, or plugs a water well, which will be or was, used by the landowner for farming, ranching or agricultural purposes or is located at the landowner’s place of abode, shall submit a water well record, on Form WWC-5P of such work to the department within 30 days after the construction, reconstruction or plugging of the water well. No fee shall be required from the landowner for the record.”*

NPS POLLUTION CONTROL FUNDS  
 ABANDONED WATER WELL COST-SHARE PROGRAM  
 (WELL PLUGGING WORKSHEET)

WORKSHEET: (Use water quality bulletin to complete this worksheet, available through Cooperative Extension Service)

Name: \_\_\_\_\_ County: \_\_\_\_\_ Date: \_\_\_\_\_

Type of Well Drilled: \_\_\_\_\_ Hand dug: \_\_\_\_\_

Diameter (Inside): \_\_\_\_\_ in Diameter (Outside): \_\_\_\_\_ in Depth to Water: \_\_\_\_\_ Total Depth: \_\_\_\_\_ ft

<p>TOP SOIL: _____ ft</p>		<p>TOP SOIL NEEDED:</p> <p>_____ cu.ft x _____ ft = _____ cu.ft</p> <p>_____ cu.ft x 1 cu.yd/27 cu.ft = _____ cu.yds</p>
<p>BENTONITE PLUG: _____ ft</p>		<p>BENTONITE NEEDED:</p> <p>PLUG: _____ cu.ft/ft x _____ ft = _____ cu.ft</p> <p>GROUT SEAL RESTORATION: _____ cu.ft</p> <p>_____ cu.ft x 1 bag/0.7 cu.ft = _____ bags</p>
<p>SUBSOIL: _____ ft</p>		<p>SUBSOIL NEEDED:</p> <p>_____ cu.ft/ft x _____ ft = _____ cu.ft</p> <p>_____ cu.ft x 1 cu.yd/27 cu.ft = _____ cu.yds</p>
<p>SAND (to water level): _____ ft</p>		<p>SAND NEEDED:</p> <p>_____ cu.ft/ft x _____ ft = _____ cu.ft</p> <p>_____ cu.ft x 1 cu.yd/27 cu.ft = _____ cu.yds</p> <p>CHLORINE NEEDED - :</p> <p>_____ oz/ft x _____ ft = _____ oz</p> <p>_____ oz x _____ = _____</p>

SITE PREPARATION: REMOVE PUMP AND COLUMN PIPE AND DEBRIS. EXCAVATE AROUND DRILLED WELL CASING AND CUT CASING 3 FEET BELOW GROUND LEVEL. STOCKPILE FILL MATERIAL ON SITE. LEAVE IN TRUCK IF POSSIBLE. HANDDUG WELLS NEED TRACTOR WITH FRONT END LOAD OR LARGE PRY BARS TO CAVE IN ROCK LINING.



## **Onsite Wastewater System Provisions**

### **Introduction**

The repair of failing on-site wastewater systems (OSW) can have a minimal to significant impact on water quality improvement. In addition to the fecal coliform and nutrient loading associated with home sewage waste, associated viruses and pathogens can be a significant health threat. There are an estimated 200,000 on-site wastewater systems in Kansas serving approximately 18 percent of the state's population.

Conservation districts electing to provide financial assistance for on-site waste system repair can face many implementation challenges. Often, public demand will exceed allocation dollars. Many areas of the state have limiting soils that are not conducive to infiltration systems which are preferred by most landowners. Also, not every failing system will be a significant water quality threat. This section is provided to assist districts with on-site waste system design and construction as well as ranking and implementation decisions.

### **Onsite Wastewater System Eligibility**

Conservation districts are required to complete the Onsite Wastewater Eligibility Form to determine eligibility of applications for cost-share assistance. This form is required to be kept in the Contract File. There are four questions on the eligibility form. If the answer to any of the questions related to the location of the failing onsite wastewater system is "Yes," the system is eligible for cost-share assistance. The eligibility form can be found later in this chapter.

State cost-share assistance shall be available only in counties where a sanitary/environmental code has been adopted or is actively being developed. An on-site wastewater system shall be designed, inspected, and certified as complete by a local official according to local and state design and permitting standards before any state financial assistance payment is made.

Measurements of individual On-Site Waste components are the responsibility of the Conservation District. Documentation of the measurements should be kept in the cost-share file

### **Onsite Wastewater System Project Limit**

Onsite wastewater systems replacing failing onsite wastewater systems are installed for many reasons. The reasons could include a complaint, a loan inspection before sale of the home, the system not functioning properly, etc. In all of the cases, the landowner will have to repair the failing system. It is recommended to determine the lowest level of cost-share assistance needed to continue participation in the program. The lower the project limit, the more eligible systems can be constructed each program year.

### **Onsite Wastewater System Technical Information**

1. The following KSU Extension publications provide technical information for districts as they work with landowners on onsite wastewater systems. The publications can be printed from the KSU Extension website: <http://www.ksre.ksu.edu/bookstore/>. To access the publication, type in the Extension publication number in the search box.



- a. *Plugging Cisterns, Cesspools, Septic Tanks and Other Holes*, KSU #MF 2246
    - <http://www.ksre.ksu.edu/bookstore/pubs/MF2246.pdf>
  - b. *Wastewater Pond Operation, Maintenance and Repair*, KSU #MF2290
    - <http://www.ksre.ksu.edu/bookstore/pubs/MF2290.pdf>
  - c. Minimum Standards for Design of OSW Systems, Bulletin 4-2, KDHE/KSU #MF 2214
    - <http://www.kdheks.gov/nps/resources/mf2214.pdf>
  - d. *Wastewater Pond Design and Construction*, KSU #MF 1044
    - <http://www.ksre.ksu.edu/bookstore/pubs/MF1044.pdf>
  - e. *Septic Tank Maintenance: A Key to Longer Septic System Life* #MF-947
    - <http://www.ksre.ksu.edu/bookstore/pubs/MF947.pdf>
  - f. *Selecting an Onsite Wastewater or Septic System* #MF-2542
    - <http://www.ksre.ksu.edu/bookstore/pubs/MF2542.pdf>
2. Specifications for Onsite Waste Lagoon fencing can be found on pages WP-21 thru WP-25 in the Environmental Health Handbook. The Environmental Health Handbook should be available in each conservation district office and local health department or can be found online at the following website: <http://www.kdheks.gov/nps/lepp/EHH.html>
  3. County environmental staff provides the technical assistance for design, layout and checkout for onsite wastewater systems. Current county environmental staff for each county can be found at the following website: <http://www.kdheks.gov/nps/lepp/lepp.html>

## Onsite Wastewater System Eligibility Worksheet

<b>If the answer to any one of the following questions related to the location of a failing on-site wastewater system is “Yes”, the system meets the location criteria for cost-share eligibility.</b>	<b>Check if “Yes”</b>
<p>1. Is the failing system located at a site where the drinking water for human consumption is supplied from a domestic water well and one or all of the following are present at the site? (Please check applicable items)</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Current failing system is a rat hole, cesspool or seepage pit.*</li> <li><input type="checkbox"/> Current failing system is within 100 ft. of the domestic well.</li> <li><input type="checkbox"/> Current failing system is up gradient of the domestic well and is within 400 ft. of the domestic well.</li> <li><input type="checkbox"/> The domestic water well has tested positive for fecal coliform bacteria or has elevated nitrate levels (over 10 ppm) and the failing system is determined by the local sanitarian to be a possible source of the contamination.</li> </ul>	
<p>2. Is the failing system located 500 feet or less from a perennial or intermittent stream (as shown on a USGS 7.5 Minute Topographic Map)?</p>	
<p>3. Is the failing system located within a two mile radius (or other designated source water protection zone) of a public water supply well?</p>	
<p>4. Is the failing system located within one of the aquifer areas listed below?</p>	
<p>Aquifer Areas:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Equus Beds Groundwater Management District No. 2</b> (includes portions of Reno, Sedgwick, Harvey, and McPherson counties)</li> <li><input type="checkbox"/> <b>Big Bend Groundwater Management District No. 5</b> (includes all of Stafford and Pratt counties, and portions of Pawnee, Edwards, Barton, Kiowa, Reno, and Rice counties)</li> <li><input type="checkbox"/> <b>Sand Springs Water Quality Protection Project</b> area (includes a portion of Dickinson County)</li> <li><input type="checkbox"/> <b>Alluvial aquifer area shown on the state alluvial aquifer map.</b> The following process can be used for determining the location of a failing system relative to these areas:               <ul style="list-style-type: none"> <li>a. Determine the general extent of stream reaches with adjoining alluvial aquifer areas (gray shaded areas) as shown on the regional map provided using the section lines as a <u>general</u> guide. A 500-foot buffer should be used for all other perennial or intermittent stream reaches not shown with an alluvial aquifer area on the regional map (see criterion No. 2 above). The 500-foot buffer also represents the minimum area of eligibility within an alluvial aquifer area.</li> <li>b. If the failing system is clearly located within the general boundary of an alluvial aquifer area as shown on the regional map it can be considered eligible.</li> <li>c. If the failing system is at or near a general aquifer boundary, a further evaluation should be made to determine if the system is located in one of following areas:                   <ul style="list-style-type: none"> <li><input type="checkbox"/> Within an area of alluvium or alluvial terrace deposits as shown on a detailed county geologic map (if available).</li> <li><input type="checkbox"/> Within a soil map unit associated with floodplains or stream terraces and subject to frequent, occasional, or rare flooding (or in a sandy soil associated with these areas), as indicated in the county Soil Survey.</li> <li><input type="checkbox"/> Within a designated floodplain shown on a FEMA floodplain map.</li> <li><input type="checkbox"/> Within an alluvial area based on other information (specify source).</li> </ul> </li> </ul> </li> </ul>	
<p>* County codes and State Law require remediation of these types of illegal systems. Conservation districts should make sure that these types of failing systems are remediated at the time the system is upgraded.</p>	
<p><b>NOTE: A completed worksheet (or similar documentation) should be kept in the landowner file for future reference and DOC field reviews.</b></p>	

June 2004



# 6. Riparian and Wetland Protection Program

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## Introduction

The Riparian and Wetland Protection Program (RWPP) is a voluntary cost-share program administered by the Kansas Department of Agriculture, Division of Conservation. This program was developed from the State Water Plan Fund and authorized in 1989. The goal of the RWPP is to protect, enhance, and restore riparian and wetland areas and associated habitats by providing technical, educational, and financial assistance to landowners.

## Program Objectives

The following are objectives of the RWPP:

1. Create, enhance or restore riparian and wetlands areas to support their natural functions and values.
2. Promote the use of riparian and wetland areas in addressing water quality, wildlife habitat, and flood damage reduction in areas targeted by the *Kansas State Water Plan* and other high priority areas as identified by state and federal agencies.
3. Promote streambank stabilization and riparian area restoration to improve water quality and wildlife habitat.
4. Provide information, education, and awareness pertaining to the function and values of wetlands and riparian areas and how they can be restored and protected to provide natural processes.

## Program Priorities

### Targeting

Program funding is targeted in the following two ways:

- a. One is to address information and education activities relating to riparian areas and wetlands across the state.
- b. To follow *Kansas State Water Plan* priorities and other priorities such as the Watershed Restoration and Protection Strategy (WRAPS) and high priority TMDL areas as they relate to riparian and wetland areas.

### Project Type Priorities

- a. Streambank stabilization and riparian establishment.
- b. Wetland creation

- c. Restoration or enhancement of riparian areas and wetlands to a natural and native condition.
- d. Improve, protect, and increase wildlife habitat.

### **Administering Agencies**

1. The Kansas Department of Agriculture, Division of Conservation is responsible for administrative rules, regulations, guidelines, and procedures. In addition, the DOC administers financial assistance and payments.
2. The Conservation Districts are responsible for project development and implementation at the local level.
3. The Kansas Department of Wildlife and Parks (KDWP), USDA, Natural Resources Conservation Service (NRCS) and Farm Service Agency (FSA), Kansas Department of Health and Environment (KDHE), U.S. Fish and Wildlife Service (USFWS), the Kansas Forest Service (KFS), and DOC may provide technical and financial assistance for project design and installation. They may also provide information on best management practices.
4. Permits, as required, must be obtained for projects from the Kansas Department of Agriculture, Division of Water Resources, KDWP, and the U.S. Army Corps of Engineers.

### **Complementing Conservation Programs**

The RWPP can work in conjunction with other local, state, and federal conservation programs. Conservation districts are encouraged to utilize other programs along with the RWPP. These include:

#### **1. State Programs**

- a. Watershed Dam Construction Program, DOC
- b. Conservation Easement Program, KDWP
- c. Watershed Management Section, KDHE

#### **2. Federal Programs**

- a. Environmental Quality Incentive Program, FSA & NRCS
- b. Continuous Conservation Reserve Program, FSA & NRCS
- c. Conservation Reserve Program, FSA & NRCS
- d. Partners for Fish and Wildlife, USFWS

- e. P.L. 566 Flood Protection Program, NRCS
- f. Forest Land Enhancement Program, KFS

3. **Private Non-Profit**

- a. Kansas Alliance for Wetlands and Streams (KAWS)
- b. Ducks Unlimited (DU)
- c. The Nature Conservancy (TNC)
- d. Playa Lakes Joint Venture (PLJV)

<b>General Policies and Limitations</b>
---

- 1. The RWPP Cost-Share appropriation is committed to projects in various watershed basins. These projects consist of streambank stabilization practices and the restoration of riparian corridors. The RWPP funds will be used in partnership with Federal, State, and Local programs to complete these projects. RWPP funds will Co-Pay on approved Environmental Quality Incentive Program (EQIP) projects when available and/or needed.
- 2. The RWPP will work with Government and Private Non-Profit groups to promote Wetland Creation, Wetland Restoration, and Wetland Education. These Private Non-Profits groups shall include, but are not limited to, KAWS, DU, TNC and PLJV.

Riparian and Wetland Special Initiatives

The RWPP works with several special initiatives to promote the goals and objectives of the RWPP in specific areas and project types as targeted by the DOC or the State Legislature.

<b>Kansas Sediment and Nutrient Reduction Initiative (KSNRI)</b>
--

\*See Chapter 9 of the Program Manual.

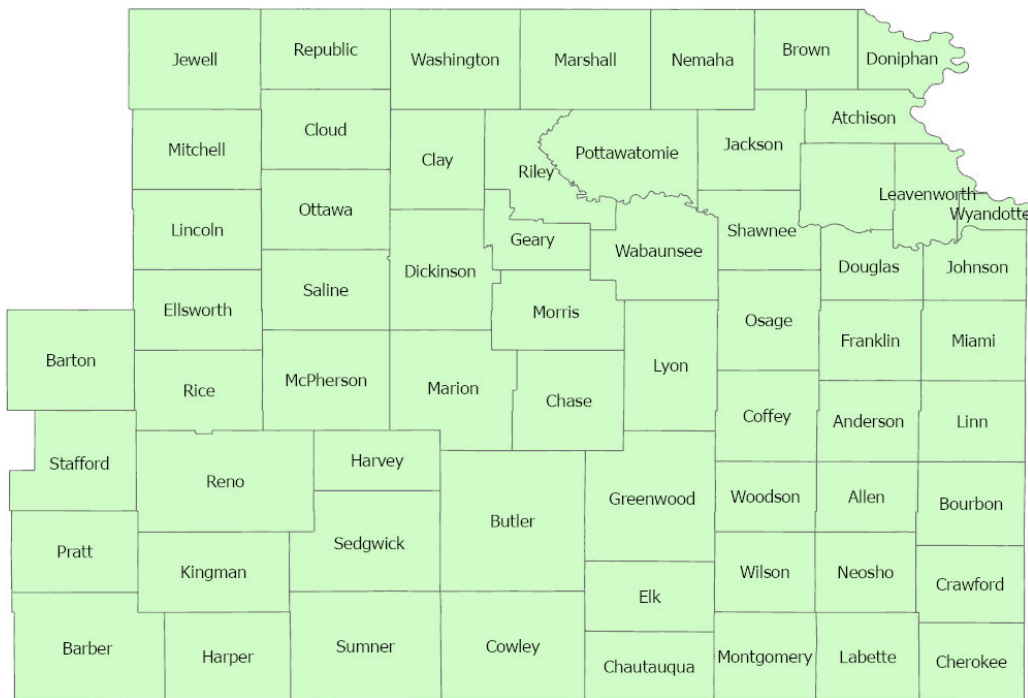
# Eligible Areas Map Riparian Quality Enhancement Initiative (RQEI)

## Introduction

The Riparian Quality Enhancement Initiative (RQEI) will seek to help landowners improve their riparian corridors through forestry and in stream practices. Healthy riparian corridors are important to the water quality and quantity of Kansas and through these practices the Initiative will promote the longevity of these areas. By providing technical assistance, through Kansas Forest Service, and financial assistance this Initiative will promote water quality, wildlife habitat, and decrease invasive species and sedimentation.

## Eligible Areas

The Initiative will be open to SCC Areas III, IV and V. Any riparian areas within this area (as determined by KFS staff) are eligible for technical and/or financial assistance.



Map layers of eligibility areas will be provided to districts in .shp and .kml format for use in ArcGIS or Google Earth. Assistance in loading these layers can be provided by the DOC.



**Eligible Practices**

<b>Forestry Practices</b>	<b>Structural Practices</b>	
666-Forest Stand Improvement	018-Streambank Stabilization	
490- Tree/Shrub Site Preparation	019-Channel Bed Stabilization	
660- Tree/Shrub Pruning	382-Fence	
612- Tree/Shrub Establishment		
391- Riparian Forest Buffer		
315- Herbaceous Weed Control		
340- Cover Crop		

All practices are to be designed, implemented, and maintained to DOC accepted Standards and Specifications. Practices will be evaluated for feasibility by technical service provider prior to application submittal.

## **Ranking**

All projects within DOC Areas III, IV, V are eligible. Ranking for all categories will be the total number of acres enhanced or protected.

1. Projects with forestry practices will be given the highest-ranking priority.
2. Projects with structural practices will be given next priority.

If a project includes forestry and structural practices, it will include in the highest-ranking category.

Projects, whose forestry plan call for multiple years of treatment on the same acreage (i.e. for spraying invasive species), will be given ranking preference above all new project applications. This is to reduce encumbrances and allow for additional necessary treatments. A producer will need to complete an additional application and contract for each successive year of treatment. Additional ranking information as shown on the application form may be utilized to break ties if necessary.

All ranking will be completed in CSIMS based on the project information collected from the application. Financial assistance will be provided to a landowner limit of \$10,000 per year at a rate of 80% cost share.

All livestock are to be excluded from the treatment area (unless determined to not be a concern by the District Forester). Livestock may be excluded by an electric fence built to DOC adopted specifications. This will be a non-cost shareable component and will not affect the ranking of the project.

## **Enrollment Process**

Interested producers should, in consultation with the Kansas Forest Service and their Conservation District, complete a project application form and include all requested information and plan maps of the proposed project area to the Conservation District.

Conservation District staff should enter the project information into CSIMS. Ranking will occur monthly so the Conservation District should prepare one group for each month they have applications.

Ranking will be on the state priority level.

Conservation District staff will generate the contracts for selected projects. DOC will allocate funds for the project to the county.

Kansas Forest Service and/or approved Technical Service Providers will provide design and project oversight. Copies of the design and checkout should be given to Conservation District staff.

Upon completion of all contract items, the Conservation District will submit CS-4 for payment. A copy of the provided checkout document should be uploaded to CSIMS.

DOC will submit payment for project as checked out.

## Filing Procedures

The following are mandatory Riparian Quality Enhancement Initiative filing procedures for Contract Files maintained at the conservation district office.

### 1. Option 1 (DOC preferred)

- a. Set up three-ring binder specifically for the RQEI, labeled “Riparian Quality Enhancement Initiative Book 1 (and the applicable contract program years).” Multiple fiscal years should be included in the binder until the binder is full at which time a second binder should be started and labeled “Riparian Quality Enhancement Initiative 2 (and the applicable program years).” Separate fiscal years with a large divider labeled for the applicable fiscal year.
- b. Contracts should be filed in alphabetic order by primary landowner’s last name, by fiscal year.
- c. Each contract should have the following information filed with it, in the following order:
  - i. Copy of plan map of the property, with the practice(s) location clearly marked.
  - ii. Copy of Forestry Management Plan, signed by KFS District Forester and  
Landowner
  - iii. Copy of landowner Project Proposal form.
  - iv. Copy of Group Ranking Summary.
  - v. CS-3 “Application/Contract for Financial Assistance.”
  - vi. Amended CS-3, when applicable.
  - vii. Cancelled CS-3, when applicable.
  - viii. Final Payment CS-4.
  - ix. Other documents as applicable.
  - x. Each contract should be separated by a divider.

### 2. Option 2

Maintain the above information in a file folder, labeled with contract number, primary landowner name, and program year of contract approval. File in alphabetical order by primary landowner’s last name.

## **Administering Agencies**

1. The Conservation District is responsible for enrollment and implementation of the Initiative at the local level.
2. The Division of Conservation (DOC), Kansas Department of Agriculture (KDA) is responsible for the administrative rules, regulations, guidelines, and procedures. DOC will rank proposals, approve contract, and approve payments.
3. The Kansas Forest Service (KFS) provides technical assistance in the design, layout, certification of the projects. All practices must meet DOC adopted Standards and Specifications.
4. Other state and federal agencies also play a key role in support of the program including but not limited to USDA Farm Service Agency (FSA), Kansas Department of Wildlife and Parks (KDWP), Kansas Forest Service (KFS) and Kansas Department of Health and Environment (KDHE), Watershed Revitalization and Protection Strategies (WRAPS).

# Project Proposal Form

## Kansas Department of Agriculture-Division of Conservation Riparian Quality Enhancement Initiative

### Project Proposal

Please provide the following information for the project to be considered by the Division of Conservation for financial and/or technical assistance. This proposal must be reviewed and signed by the county conservation district prior to submittal.

**Date:**

**Legal Description:** (to the nearest quarter section, please include Plan Map detailing planned practices)

**Project Description:**

## **Ranking Information**

### **Timeline for Completion:**

Start: \_\_\_\_\_ Finish: \_\_\_\_\_

### **Total Anticipated Project Costs:**

\$ \_\_\_\_\_

### **Requested Financial Assistance:**

\$ \_\_\_\_\_

### **Stream Length within the property (ft): 5 points per 100 ft**

### **Stream Order (Circle One):**

1<sup>st</sup> Order (10 points)

2<sup>nd</sup> Order (25 points)

3<sup>rd</sup> Order (20 points)

4<sup>th</sup> Order (15 points)

5<sup>th</sup> Order and Greater (10 points)

### **Number of NRCS Animal Units Grazed from Management Plan: (1 point per animal unit)**

### **Length of Grazing Season (Circle one):**

<1 month (5 points)	1-2 months (10 points)	3-4 months (20 points)	4-6 months (30 points)	6-8 months (40 points)	8-12 months (60 points)
------------------------	---------------------------	---------------------------	---------------------------	---------------------------	----------------------------

**Allow the Conservation District limited use for field days for the life of the contract?  
(Y=10 points, N=0)**

Yes

No

**Allow the Division of Conservation use for limited tours for the life of the contract?  
(Y=5 points, N=0)**

Yes

No

**TOTAL ALL POINTS AS SUBMITTED: \_\_\_\_\_ Points**

---

Landowner Signature

Date

Conservation District Review

Reviewer \_\_\_\_\_ Date \_\_\_\_\_  
(signature)

# 7. Kansas Sediment and Nutrient Reduction Initiative

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## Introduction

The Kansas Sediment and Nutrient Reduction Initiative is a voluntary incentive program for eligible landowners and operators who enroll in the federal Continuous Conservation Reserve Program (CCRP) The Initiative provides a onetime state incentive payment for establishing the associated conservation practices in the targeted Hydrologic Unit Codes (HUC) 12 areas.

The Initiative targets the improvement of surface water quality by encouraging landowners to establish practices that help decrease sediment and nutrients from entering impaired waterbodies. The filtering facilitated by these practices will help to improve surface and groundwater quality, decrease riparian area erosion, improve wildlife habitat and improve the aesthetic quality of agricultural lands and riparian corridors.

## Eligible Areas

1. HUC 12 areas that are within the targeted watersheds and that have been designated as a Tier 1 or Tier 2 HUC 12 area.
2. Areas must meet the basic eligibility criteria for the Conservation Reserve Program (CRP)

See the listing of eligible 12-digit HUCs by County located on pages 10-14.

## Eligible Practices

### **Conservation Practice (CP)-8A: Grassed Waterway**

#### 1) Conditions Where Practice Applies

- a. Areas where the installation of the practice will permit the safe removal of runoff to a stable outlet without causing erosion or flooding.
- b. Acres must be eligible for enrollment in CCRP practice code CP-8A.

#### 2) Policies

- a. Incentive Payment
  - i. The state incentive payment will be based on the location within the watershed and will be separate from all Federal payments. Tier 1 Areas will receive a single incentive payment of \$225 per acre. Tier 2 areas will receive a single incentive payment of \$162.50 per acre
  - ii. The entire practice must be within the targeted HUC 12 to be eligible for either

incentive payment.

b. Haying and Grazing

- i. The seeded acreage should not be hayed or grazed during the lifespan of the CRP contract, unless authorized by the Farm Service Agency (FSA).

3) Maintenance

- a. All acres shall be maintained as specified in the CCRP contract for the life of the FSA contract period.

**CP-9: Shallow Water Areas for Wildlife**

1) Conditions Where Practice Applies

- a. Areas that can provide a source water for wildlife for the majority of the year with an average depth of 6-18 inches. Exceptions shall be allowed in accordance with FSA 2-CRP.
- b. Acres must be eligible for enrollment in CCRP practice code CP-9.

2) Policies

a. Incentive Payment

- i. The state incentive payment will be based on the location within the watershed and will be separate from all Federal payments. Tier 1 Areas will receive a single incentive payment of \$225 per acre. Tier 2 areas will receive a single incentive payment of \$162.50 per acre
- ii. The entire practice must be within the targeted HUC 12 to be eligible for either incentive payment.

b. Haying and Grazing

- i. The seeded acreage should not be hayed or grazed during the lifespan of the CRP contract, unless authorized by the Farm Service Agency (FSA).

3) Maintenance

- a. All acres shall be maintained as specified in the CCRP contract for the life of the FSA contract period.

## **CP-21: Filter Strips**

### 1) Conditions Where Practice Applies

- a. Areas where the installation of the practice will prevent nutrients, sediment, organic matter, pesticides, and other pollutants carried in runoff from entering surface water bodies.
- b. Acres must be eligible for enrollment in CCRP practice code CP-21.

### 2) Policies

- a. Incentive Payment
  - i. The state incentive payment will be based on the location within the watershed and will be separate from all Federal payments. Tier 1 Areas will receive a single incentive payment of \$225 per acre. Tier 2 areas will receive a single incentive payment of \$162.50 per acre
  - ii. The entire practice must be within the targeted HUC 12 to be eligible for either incentive payment.
- b. Haying and Grazing
  - i. The seeded acreage should not be hayed or grazed during the lifespan of the CRP contract, unless authorized by the Farm Service Agency (FSA).

### 3) Maintenance

- a. All acres shall be maintained as specified in the CCRP contract for the life of the FSA contract period

## **CP-22: Riparian Forest Buffer**

### 1) Conditions Where Practice Applies

- a. Areas where the installation of the practice will prevent nutrients, sediment, organic matter, pesticides, and other pollutants from entering surface water bodies. The practice should also improve habitat quality for aquatic organisms by decreasing temperature and by providing detritus for aquatic and terrestrial organism use.
- b. Acres must be eligible for enrollment in CCRP practice code CP-22.

### 2) Policies

- a. Incentive Payment

- i. The state incentive payment will be based on the location within the watershed and will be separate from all Federal payments. Tier 1 Areas will receive a single incentive payment of \$225 per acre. Tier 2 areas will receive a single incentive payment of \$162.50 per acre
    - ii. The entire practice must be within the targeted HUC 12 to be eligible for either incentive payment.
  - b. Haying and Grazing
    - i. The seeded acreage should not be hayed or grazed during the lifespan of the CRP contract, unless authorized by the Farm Service Agency (FSA).
- 3) Maintenance
  - a. All acres shall be maintained as specified in the CCRP contract for the life of the FSA contract period

### **CP-23: Wetland Restoration**

- 1) Conditions Where Practice Applies
  - a. Areas where the functions and values of a wetland ecosystem can be restored from the previous agricultural use. The level of restoration shall be determined by the producer in consultation with an appropriate technical service provider.
  - b. Acres must be eligible for enrollment in CCRP practice code CP-23.
- 2) Policies
  - a. Incentive Payment
    - i. The state incentive payment will be based on the location within the watershed and will be separate from all Federal payments. Tier 1 Areas will receive a single incentive payment of \$225 per acre. Tier 2 areas will receive a single incentive payment of \$162.50 per acre
    - ii. The entire practice must be within the targeted HUC 12 to be eligible for either incentive payment.
  - b. Haying and Grazing
    - i. The seeded acreage should not be hayed or grazed during the lifespan of the CRP contract, unless authorized by the Farm Service Agency (FSA).
- 3) Maintenance

- a. All acres shall be maintained as specified in the CCRP contract for the life of the FSA contract period

### **CP-27: Improvements to Farmable Wetlands**

#### 1) Conditions Where Practice Applies

- a. Areas where the functions and values of a wetland ecosystem can be restored from the previous agricultural use. Hydrology and vegetation must be restored to the maximum extent possible, as determined by the United States Department of Agriculture (USDA).
- b. Acres must be eligible for enrollment in CCRP practice code CP-27.

#### 2) Policies

##### a. Incentive Payment

- i. The state incentive payment will be based on the location within the watershed and will be separate from all Federal payments. Tier 1 Areas will receive a single incentive payment of \$225 per acre. Tier 2 areas will receive a single incentive payment of \$162.50 per acre.
- ii. The entire practice must be within the targeted HUC 12 to be eligible for either incentive payment.

##### b. Haying and Grazing

- i. The seeded acreage should not be hayed or grazed during the lifespan of the CRP contract, unless authorized by the Farm Service Agency (FSA).

#### 3) Maintenance

- a. All acres shall be maintained as specified in the CCRP contract for the life of the FSA contract period

### **CP-28: Farmable Wetland Buffers**

#### 1) Conditions Where Practice Applies

- a. Areas where the installation of the practice will prevent nutrients, sediment, organic matter, pesticides, and other pollutants from entering CP-27, Farmable Wetlands.
- b. Acres must be eligible for enrollment in CCRP practice code CP-28.

#### 2) Policies

##### a. Incentive Payment

- i. The state incentive payment will be based on the location within the watershed

and will be separate from all Federal payments. Tier 1 Areas will receive a single incentive payment of \$225 per acre. Tier 2 areas will receive a single incentive payment of \$162.50 per acre

- ii. The entire practice must be within the targeted HUC 12 to be eligible for either incentive payment.

b. Haying and Grazing

- i. The seeded acreage should not be hayed or grazed during the lifespan of the CRP contract, unless authorized by the Farm Service Agency (FSA).

3) Maintenance

- a. All acres shall be maintained as specified in the CCRP contract for the life of the FSA contract period

**CP-31: Bottomland Hardwood Tree Establishment**

1) Conditions Where Practice Applies

- a. Areas where the installation of this practice on wetlands will yield significant and multipurpose land and wildlife benefits.
- b. Acres must be eligible for enrollment in CCRP practice code CP-31.

2) Policies

a. Incentive Payment

- i. The state incentive payment will be based on the location within the watershed and will be separate from all Federal payments. Tier 1 Areas will receive a single incentive payment of \$225 per acre. Tier 2 areas will receive a single incentive payment of \$162.50 per acre.
- ii. The entire practice must be within the targeted HUC 12 to be eligible for either incentive payment.

b. Haying and Grazing

- i. The seeded acreage should not be hayed or grazed during the lifespan of the CRP contract, unless authorized by the Farm Service Agency (FSA).

3) Maintenance

- a. All acres shall be maintained as specified in the CCRP contract for the life of the FSA contract period

### **CP-33: Upland Bird Habitat Buffers**

#### 1) Conditions Where Practice Applies

- a. Areas where the installation of the practice will provide cover, nesting, and food resources for targeted upland bird species.
- b. Acres must be eligible for enrollment in CCRP practice code CP-33.

#### 2) Policies

##### a. Incentive Payment

- i. The state incentive payment will be based on the location within the watershed and will be separate from all Federal payments. Tier 1 Areas will receive a single incentive payment of \$225 per acre. Tier 2 areas will receive a single incentive payment of \$162.50 per acre.
- ii. The entire practice must be within the targeted HUC 12 to be eligible for either incentive payment.

##### b. Haying and Grazing

- i. The seeded acreage should not be hayed or grazed during the lifespan of the CRP contract, unless authorized by the Farm Service Agency (FSA).

#### 3) Maintenance

- a. All acres shall be maintained as specified in the CCRP contract for the life of the FSA contract period

<b>Enrollment Process</b>
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The Division of Conservation (DOC) will enter into a single contract with the landowner to incentivize participation in the FSA Continuous CRP. The state contract lifespan will coincide with that of the FSA contract, using the FSA contract starting and end date. A cutoff date for current year fiscal year signups will be determined by DOC, with all subsequent applications rolling into the next fiscal year. The following are the steps in the enrollment process.

1. Interested producers submit an application for Kansas Sediment and Nutrient Reduction Initiative with Conservation District Staff at the same time as when the initial offer is made for the CCRP contract but prior to the offer being accepted and a CCRP contract being approved. A copy of this application should be forwarded to DOC.
2. Once signed and completed, the District Manager should acquire the complete and approved CRP-1 (1C) from FSA and enter the following information as Project



Information under Step 2 in Cost share Information System (CSIMS):

- a. CCRP federal contract number.
  - b. Contract federal rental payment less the maintenance amount.
  - c. Contract start date and effective date, if applicable.
  - d. Contract end date.
  - e. Contract acres - Acres may be greater on the state contract due to eligible unfarmable field acres.
3. Copy of completed CRP-1 (1C) is sent to DOC.
  4. Funds allocated to the county based on the information in the CRP-1 (1C).
  5. Contract is approved electronically by DOC.
  6. Conservation District staff print and acquire signatures on the CS-3 and Landowner Agreement.
  7. The Conservation District submits the contract for final payment CS-4.
  8. Payment is issued by DOC upon approval of the CS-4 based on the effective date if different from the contract date as listed on the CCRP contract.

<b>Incentive Payments</b>
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1. The DOC shall approve the Final Payment CS-4, which initiates the State of Kansas (SOK) to send payment directly to the program participants.
2. Final payments will be made on or before May 20th.
3. Payments will be issued following the approval of the Final Payment CS-4 by the DOC.
4. Conservation district prints the CS-4.
5. The district is responsible for mailing a copy of the approved CS-4 to the landowner, legal agent and/or other designated individuals.
6. If an individual owes debt to the State of Kansas, the warrant amount will be reduced by the amount owed. The landowner will receive a letter from the Kansas Department of Administration, Setoff Program indicating the creditor agency, the amount of the setoff and the contact information.
7. A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G

from the State of Kansas.

## **Filing Procedures**

The following are mandatory Kansas Sediment and Nutrient Reduction Initiative filing procedures for Contract Files maintained at the conservation district office.

1. Option 1 (DOC preferred)
  - a. Set up three-ring binder specifically for the Kansas Sediment and Nutrient Reduction Initiative, labeled “Sediment and Nutrient Reduction Initiative Book 1 (and the applicable contract program years).” Multiple fiscal years should be included in the binder until the binder is full at which time a second binder should be started and labeled “Sediment and Nutrient Reduction Initiative Contracts Book 2 (and the applicable program years).” Separate fiscal years with a large divider labeled for the applicable fiscal year.
  - b. Contracts should be filed in alphabetic order by primary landowner’s last name, by fiscal year.
  - c. Each contract should have the following information filed with it, in the following order:
    - i. Copy of aerial photo map of property, with the practice location clearly marked.
    - ii. Copy of approved Federal CRP-1 (1C) Conservation Reserve Program Contract.
    - iii. CS-3 “Application/Contract for Financial Assistance.”
    - iv. Amended CS-3, when applicable.
    - v. Cancelled CS-3, when applicable.
    - vi. Final Payment CS-4.
    - vii. Other documents as applicable.
    - viii. Each contract should be separated by a divider.
2. Option 2

Maintain the above information in a file folder, labeled with contract number, primary landowner name, and program year of contract approval. File in alphabetical order by primary landowner's last name.

### **Administering Agencies**

1. The Conservation District is responsible for enrollment and implementation of the Initiative at the local level.
2. The Division of Conservation (DOC), Kansas Department of Agriculture (KDA) is responsible for the administrative rules, regulations, guidelines, and procedures. DOC will approve all contracts, and payments.
3. The USDA Natural Resources Conservation Service (NRCS) provides technical assistance in the design, layout, certification, and enrollment of the associated practices for federal CRP contracts through the Continuous Conservation Reserve Program. All practices must meet NRCS Field Office Technical Guide Standards and Specifications.
4. Other state and federal agencies also play a key role in administration and support of the program including but not limited to USDA Farm Service Agency (FSA), Kansas Department of Wildlife, Parks, (KDWP), and Kansas Department of Health and Environment (KDHE).

## Eligible Hydrological Unit Codes by County

County	HUC_12	Tier	County	HUC_12	Tier
<b>Atchison</b>	102701030110	2	<b>Clay</b>	102500170405	2
	102701030201	1		102500170406	1
	102701030202	1		102500170408	1
	102701030203	1		102500170409	2
	102701030204	1		102500170502	2
	102701030205	1		102500170503	2
	102701030303	1		102500170504	2
	102701030307	2		102500170505	2
	102701030308	2		102500170506	1
	102701030401	2		102500170507	1
	102701030402	1		102500170508	1
	102701030407	1		102500170601	1
	102701030408	2		102500170602	1
				102500170603	1
<b>Brown</b>	102701030101	1	102500170604	2	
	102701030102	1	102500170605	2	
	102701030103	1	102500170607	2	
	102701030104	1	102500170608	2	
	102701030105	1	102600080404	2	
	102701030106	2	102600080604	2	
	102701030107	1	102600080605	1	
	102701030108	1	102600080606	2	
	102701030109	1	102600080607	2	
	102701030110	2	102702050601	2	
	102701030201	1	102702050602	2	
	102701030202	1	102702050603	2	
	102701030203	1	102702050604	2	
	102701030204	1			
<b>Chase</b>	110702030204	2	<b>Cloud</b>	102500170301	2
	110702030205	2		102500170302	2
	110702030301	2		102500170303	2
	110702030302	2		102500170304	2
	110702030303	2		102500170305	2
	110702030304	2		102500170308	2
	110702030305	2		102500170309	2
	110702030401	1		102500170310	2
	110702030402	1		102500170401	2
	110702030403	1		102500170402	2
				102500170403	2
				102500170404	2
				102500170405	2
				102500170409	2
				102500170503	2
				102500170505	2
				102500170506	1

**Dickinson**

102500170607	2
102500170608	2
102600080404	2
102600080405	1
102600080502	2
102600080503	2
102600080504	2
102600080604	2
102600080605	1
102600080606	2
102600080607	2
102600080701	2
102600080705	1
102600080706	1
102600080801	1
102600080802	1
102600080803	1
102600080804	1

**Douglas**

102701040105	1
102701040106	1
102701040107	1
102701040108	1

**Ellis**

102600070304	1
102600070305	1
102600070401	1

**Geary**

102500170606	2
102500170607	2
102500170608	2
102600080705	1
102600080706	1
102600080804	1
102600080806	1

**Harvey**

110300120208	2
110300120301	1
110300120305	2
110300120306	2
110300120402	1
110300120403	1
110300120404	1
110300120405	2
110300120406	2
110702020301	1

**Coffey**

110702010401	1
110702010407	1
110702010406	1

**Jackson**

102701030106	2
102701030107	1
102701030108	1
102701030109	1
102701030110	2
102701030202	1
102701030203	1
102701030205	1
102701030301	1
102701030302	1
102701030303	1
102701030304	1
102701030305	2
102701030306	2
102701030307	2
102701030308	2
102701030401	2
102701030403	2
102701030404	2
102701030408	2
102701030506	2

**Jefferson**

102701030401	2
102701030402	1
102701030403	2
102701030404	2
102701030405	2
102701030406	2
102701030407	1
102701030408	2
102701030501	1
102701030502	2
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102701030504	2
102701030505	2
102701030506	2
102701030507	2
102701030508	2
102701030509	2
102701030510	2

<b>Lyon</b>	110702010301	1
	110702010302	1
	110702010303	1
	110702010304	2
	110702010402	2
	110702030402	1
	110702030403	1
	110702030404	1
	110702030405	1
	110702030406	1

<b>Marion</b>	102600080502	2
	102600080701	2
	110300120401	1
	110300120403	1
	110300120405	2
	110702020106	1
	110702020107	1
	110702020201	1
	110702020202	1
	110702020204	1
110702020301	1	

<b>Marshall</b>	102702050103	1
	102702050201	1
	102702050202	2
	102702050203	2
	102702050204	1
	102702050301	1
	102702050302	1
	102702050304	2
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	102702050306	1
	102702050401	1
	102702050402	1
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	102702050504	2
	102702050505	2
	102702050506	2
	102702050605	2
	102702070601	1
	102702070603	1
	102702070605	2
	102702070606	1

<b>McPherson</b>	102600080104	1
	102600080105	1
	102600080301	1
	102600080304	1
	102600080305	1
	110300120204	2
	110300120205	2
	110300120206	2
	110300120207	2
	110300120208	2
	110300120301	1
	110300120401	1
	110300120402	1
	110300120403	1
	110702020106	1

<b>Morris</b>	102600080706	1
	110702020202	1
	110702030204	2

<b>Nemaha</b>	102701030101	1
	102701030102	1
	102701030104	1
	102701030105	1
	102701030107	1
	102701030108	1
	102701030301	1
	102701030302	1
	102701030304	1
	102702050301	1
	102702050302	1
	102702050303	2
	102702050304	2
	102702050305	2

<b>Osage</b>	102701040101	2
	102701040102	2
	102701040103	2
	102701040104	1
	102701040105	1
	102701040106	1
	102701040107	1

**Pottawatomie**

102702050305	2
102702050404	2
102702050406	2
102702050504	2
102702050505	2
102702050506	2
102702050701	2
102702050703	2
102702050704	2

**Reno**

110300120304	2
110300120305	2
110300120306	2

**Republic**

102500170303	2
102500170304	2
102500170306	2
102500170307	2
102500170308	2
102500170309	2
102500170310	2
102500170403	2
102500170404	2
102500170405	2
102500170409	2
102702070201	2
102702070202	2
102702070203	2
102702070206	2
102702070401	2
102702070402	2
102702070403	2
102702070404	2

**Rice**

102600080104	1
110300120304	2

**Riley**

102500170603	1
102500170605	2
102500170606	2
102500170607	2
102500170608	2
102702050505	2
102702050506	2
102702050602	2
102702050603	2
102702050604	2
102702050605	2
102702050606	2
102702050702	2
102702050703	2
102702050704	2

**Saline**

102600080301	1
102600080304	1
102600080305	1

**Shawnee**

102701030506	2
102701040101	2
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102701040103	2
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102701040106	1
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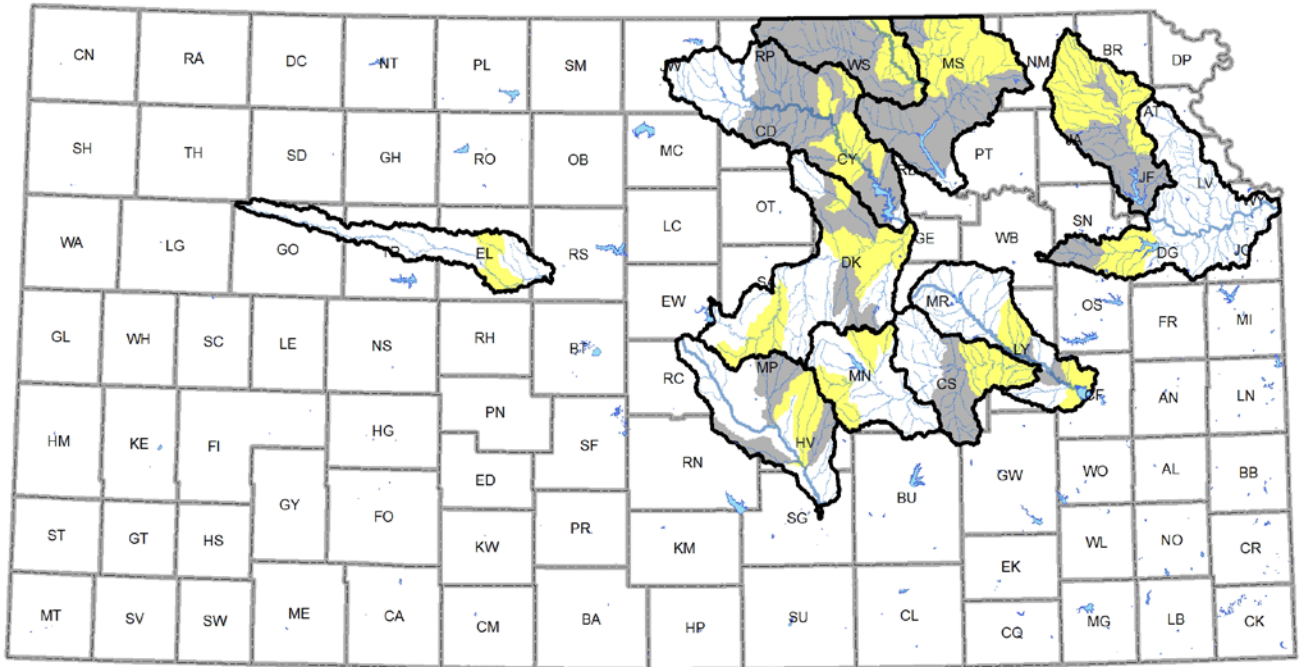
**Wabaunsee**


102701040101	2
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**Washington**

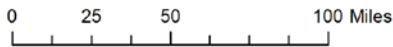
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102702070604	2
102702070606	2



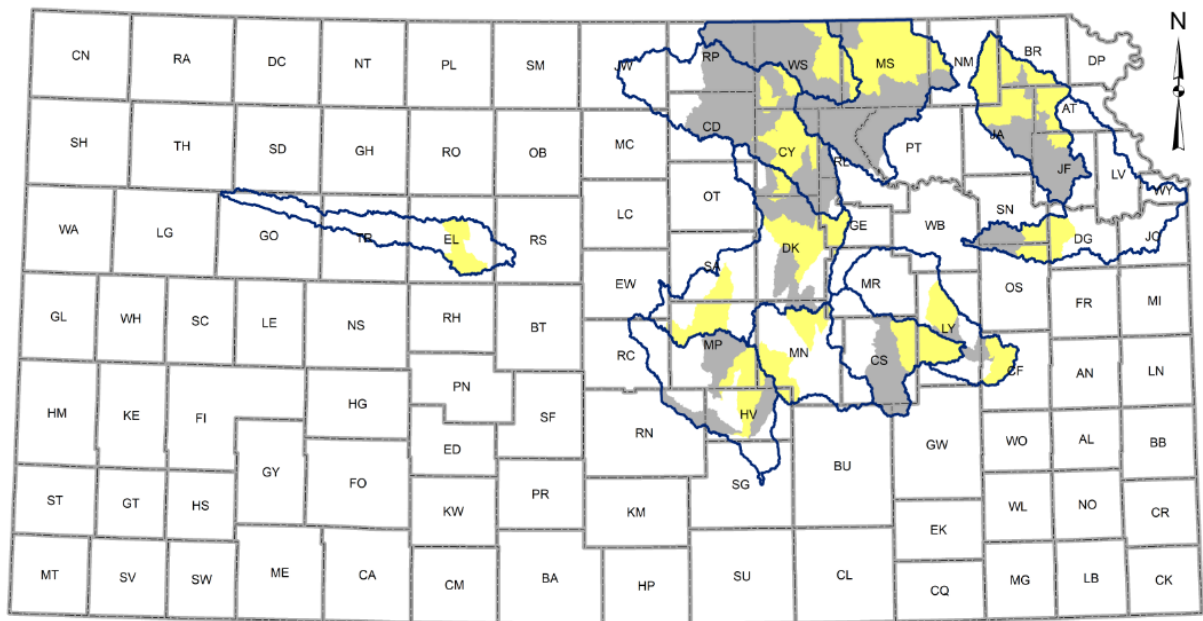





 Kansas Sediment & Nutrient CREP  
**Tier**

 Tier 1  
 Tier 2  
 County

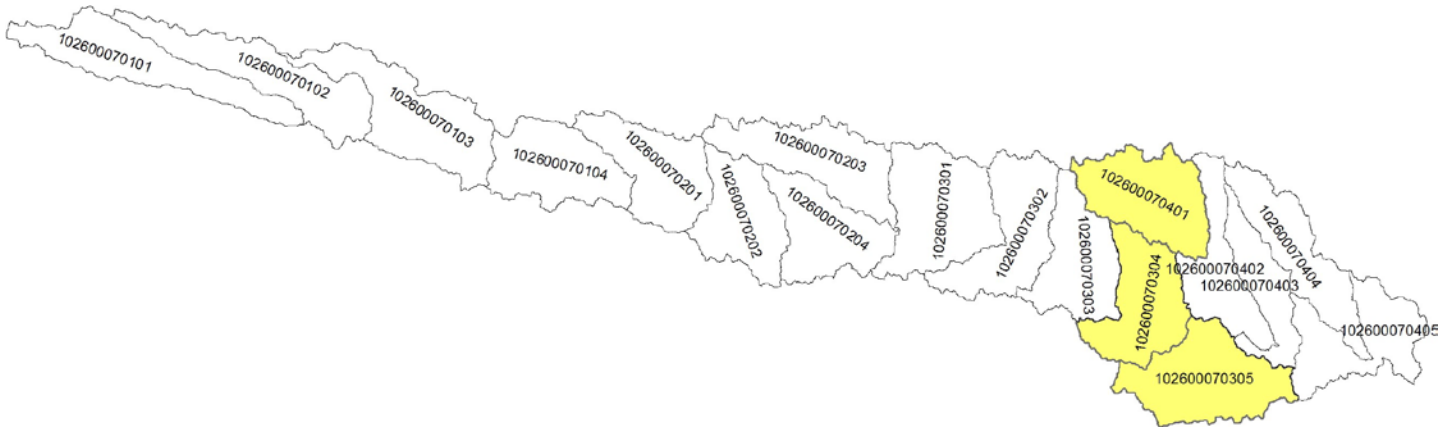


Watershed	Total Acres in Watershed	Total Proposed CREP Acres	Tier 1 Acres	Tier 2 Acres
Big Creek	545,465	94,111	94,111	-
Delaware	732,432	736,416	441,179	295,238
Little Arkansas	900,765	407,689	148,200	259,489
Lower Big Blue	984,413	949,734	360,798	588,936
Lower Kansas	1,043,472	232,121	143,889	88,232
Lower Little Blue	556,906	556,906	141,629	415,276
Lower Republican	1,252,810	937,086	235,126	701,960
Lower Smoky Hill	1,264,666	648,953	405,250	243,704
Neosho Headwaters	715,710	214,766	156,999	57,767
Upper Cottonwood	594,813	182,002	182,002	-
Lower Cottonwood	609,592	383,103	172,995	210,108
<b>Total</b>	<b>9,201,044</b>	<b>5,342,887</b>	<b>2,482,178</b>	<b>2,860,710</b>



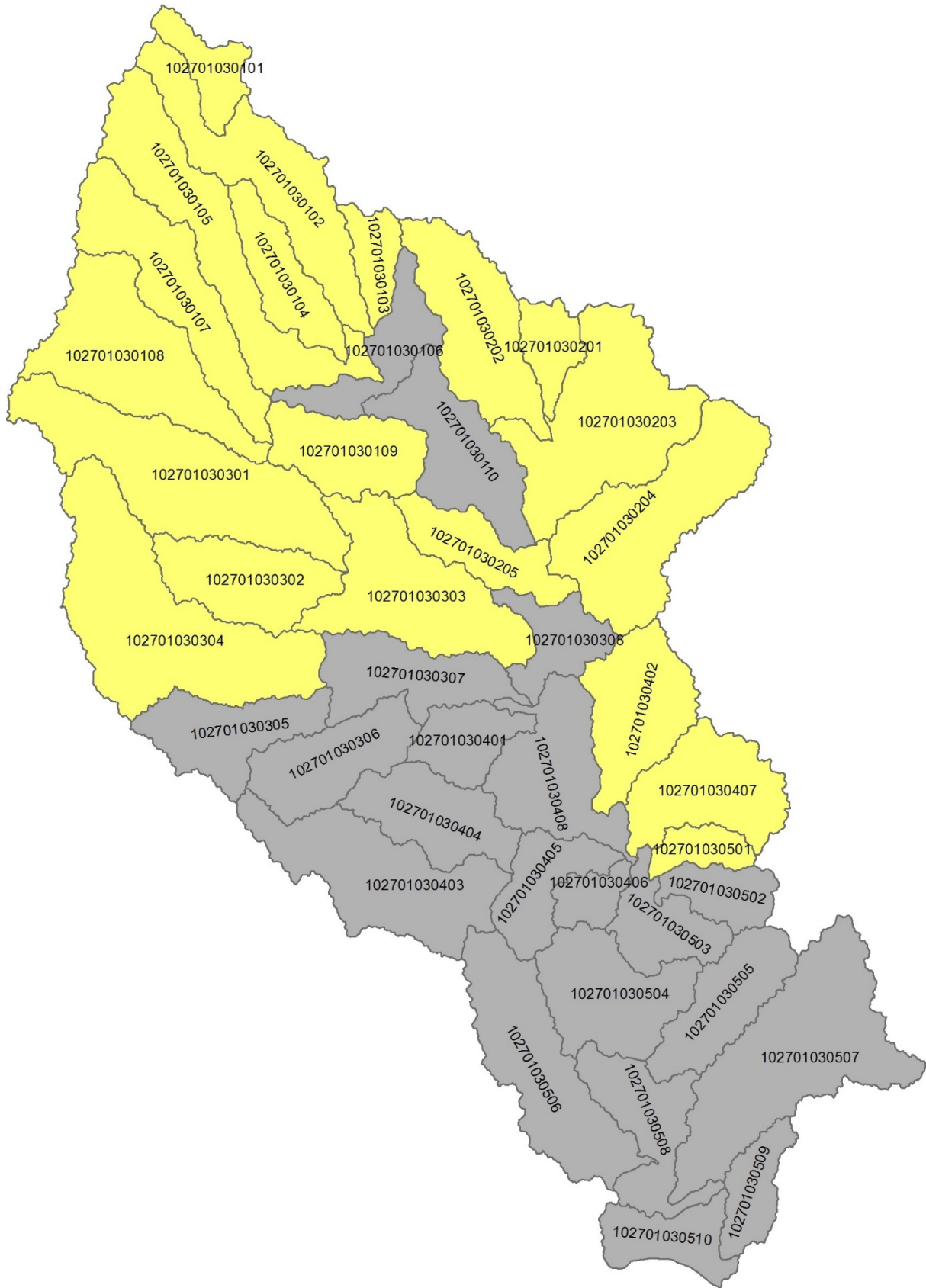
-  Kansas Sediment & Nutrient Reduction Initiative Watershed
-  Tier 1 Area
-  Tier 2 Area

# Big Creek Watershed



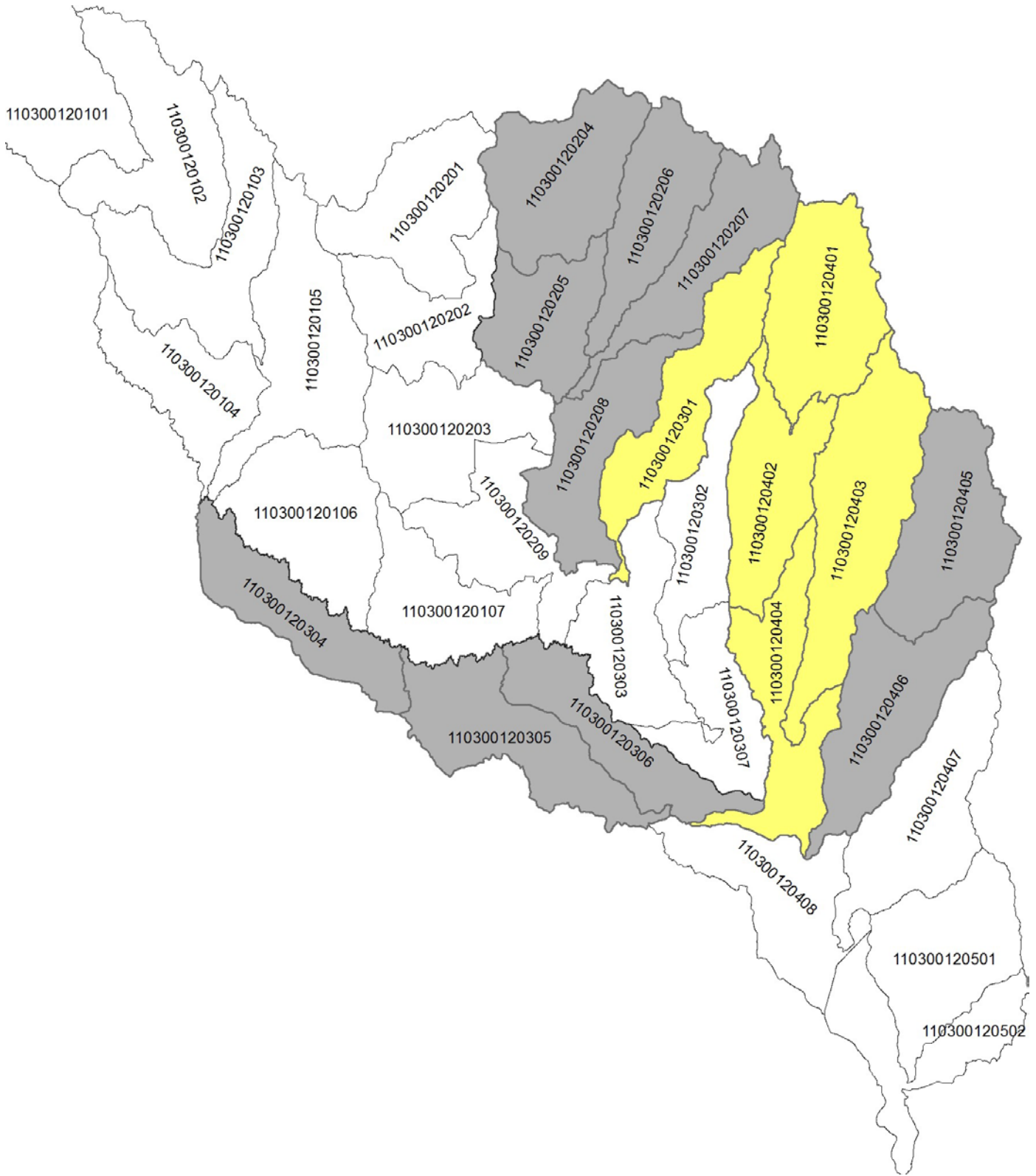
10260007	Big Creek	Tier
102600070101	City of Grinnell-Big Creek	
102600070102	North Fork Big Creek-Big Creek	
102600070103	Town of Park-Big Creek	
102600070104	Town of Collyer-Big Creek	
102600070201	City of WaKeeney-Big Creek	
102600070202	Trego Community High School-Big Creek	
102600070203	Spring Creek	
102600070204	Round Mound-Big Creek	
102600070301	City of Ellis-Big Creek	
102600070302	Town of Yocemento-Big Creek	
102600070303	City of Hays-Big Creek	
102600070304	Chetolah Creek-Big Creek	1
102600070305	Town of Munjor-Big Creek	1
102600070401	Upper North Fork Big Creek	1
102600070402	Middle North Fork Big Creek	
102600070403	Lower North Fork Big Creek	
102600070404	Walker Creek	
102600070405	Center School-Big Creek	

**Delaware Watershed**



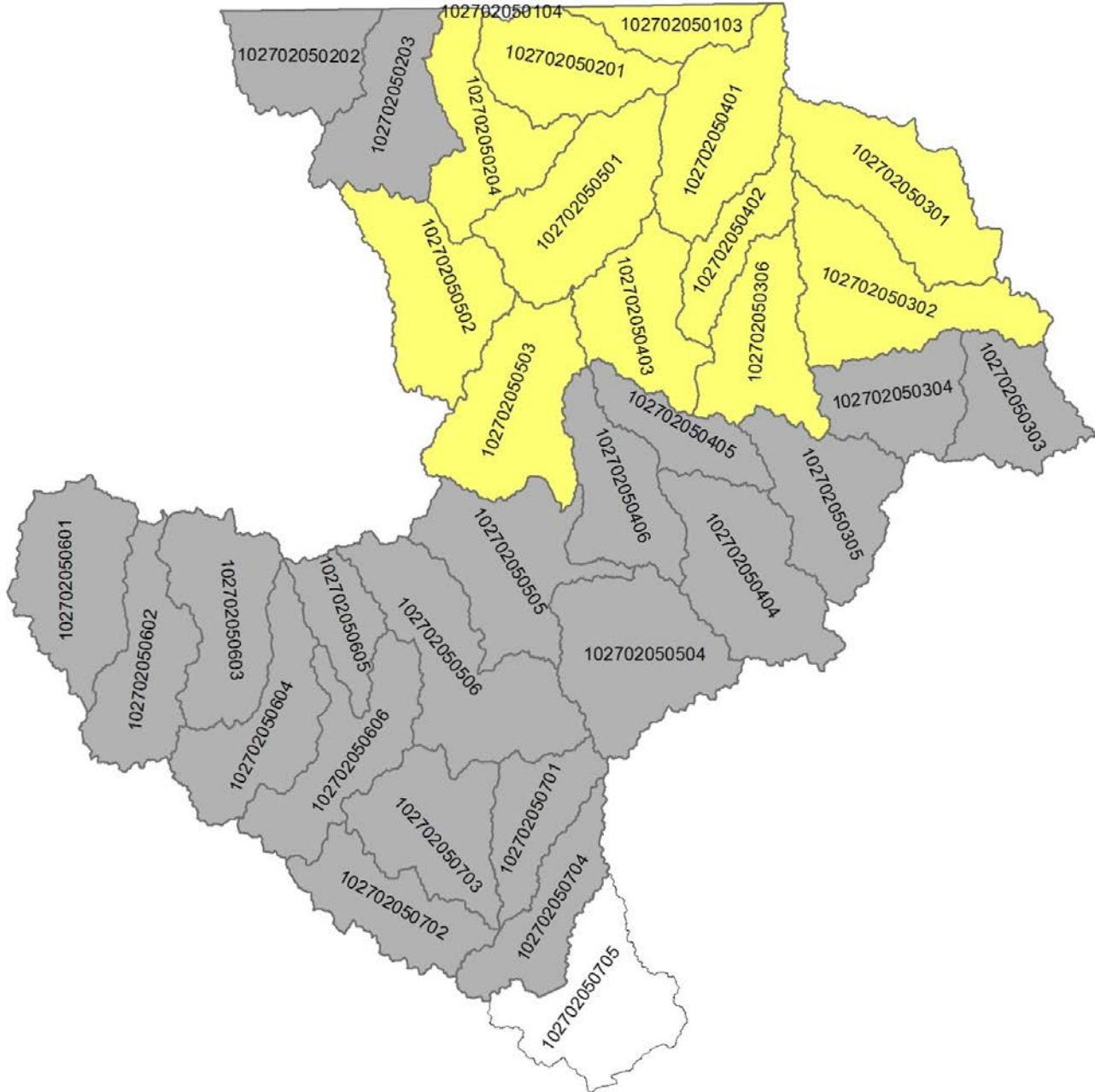
<b>10270103</b>	<b>Delaware</b>	Tier
102701030101	Grasshopper Creek	1
102701030102	Cedar Creek-Delaware River	1
102701030103	Squaw Creek	1
102701030104	Headwaters Plum Creek	1
102701030105	Outlet Plum Creek	1
102701030106	City of Powhattan-Delaware River	2
102701030107	Headwaters Muddy Creek	1
102701030108	Wolfley Creek	1
102701030109	Outlet Muddy Creek	1
102701030110	Walnut Creek-Delaware River	2
102701030201	Mission Lake	1
102701030202	Headwaters Grasshopper Creek	1
102701030203	Outlet Grasshopper Creek	1
102701030204	Little Grasshopper Creek	1
102701030205	Negro Creek-Delaware River	1
102701030301	Spring Creek	1
102701030302	Headwaters Straight Creek	1
102701030303	Outlet Straight Creek	1
102701030304	Headwaters Elk Creek	1
102701030305	Banner Creek	2
102701030306	Bills Creek	2
102701030307	Outlet Elk Creek	2
102701030308	Town of Arrington-Delaware River	2
102701030401	Nebo Creek	2
102701030402	Coal Creek	1
102701030403	South Cedar Creek	2
102701030404	North Cedar Creek	2
102701030405	Cedar Creek	2
102701030406	Peter Creek	2
102701030407	Walnut Creek	1
102701030408	Catamount Creek-Delaware River	2
102701030501	Brush Creek	1
102701030502	Rock Creek	2
102701030503	Bowies Creek-Delaware River	2
102701030504	Delaware River-Upper Lake Perry	2
102701030505	Little Slough Creek-Lake Perry	2
102701030506	Rock Creek-Lake Perry	2
102701030507	Slough Creek-Lake Perry	2
102701030508	Delaware River-Lower Lake Perry	2
102701030509	Little Wild Horse Creek	2
102701030510	Lake Perry Spillway-Delaware River	2

Little Arkansas Watershed



<b>11030012</b>	<b>Little Arkansas</b>	Tier
110300120101	Headwaters Little Arkansas River	
110300120102	Horse Creek-Little Arkansas River	
110300120103	North Fork Little Arkansas River-Little Arkansas River	
110300120104	Sand Creek	
110300120105	Wolf Creek-Little Arkansas River	
110300120106	City of Medora-Little Arkansas River	
110300120107	Dirks Lake-Little Arkansas River	
110300120201	Clear Pond-Blaze Fork Creek	
110300120202	Plainview School-Blaze Fork Creek	
110300120203	Lake Inman-Blaze Fork	
110300120204	Headwaters Dry Turkey Creek	2
110300120205	Outlet Dry Turkey Creek	2
110300120206	Upper Turkey Creek	2
110300120207	Middle Turkey Creek	2
110300120208	Lower Turkey Creek	2
110300120209	Blaze Fork Creek-Little Arkansas River	
110300120301	Sand Creek-Little Arkansas River	1
110300120302	Upper Black Kettle Creek	
110300120303	Harvey County West Lake-Little Arkansas River	
110300120304	Upper Kisiwa Creek	2
110300120305	Middle Kisiwa Creek	2
110300120306	Lower Kisiwa Creek	2
110300120307	Lower Black Kettle Creek-Little Arkansas River	
110300120401	City of Canton-West Emma Creek	1
110300120402	City of Heston-West Emma Creek	1
110300120403	East Emma Creek	1
110300120404	Emma Creek-Little Arkansas River	1
110300120405	Headwaters Sand Creek	2
110300120406	Outlet Sand Creek	2
110300120407	Jester Creek	
110300120408	Wichita Valley Center Floodway-Little Arkansas River	
110300120501	West Branch Chisholm Creek	
110300120502	Chisholm Creek-Little Arkansas River	

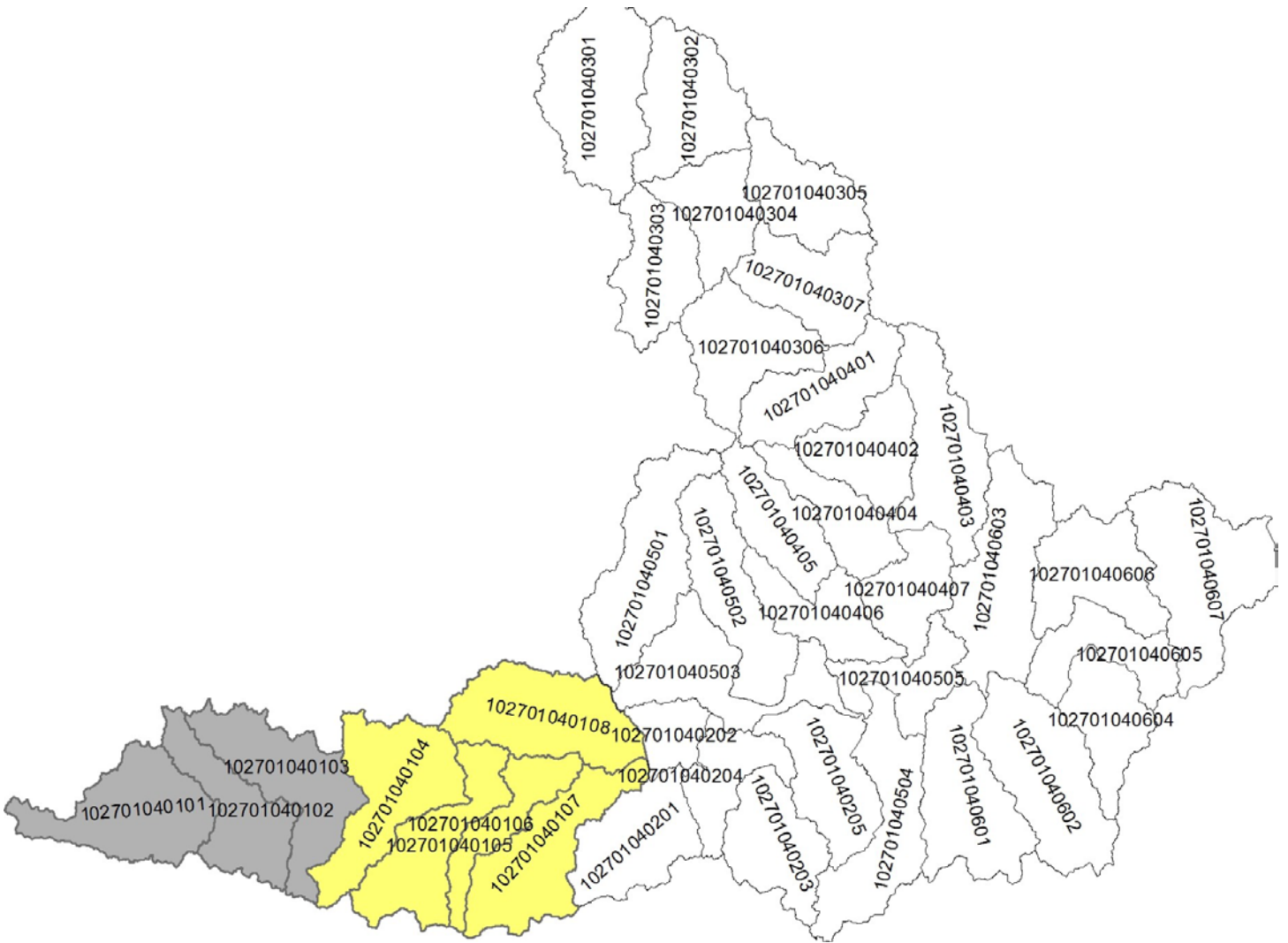
Lower Big Blue Watershed





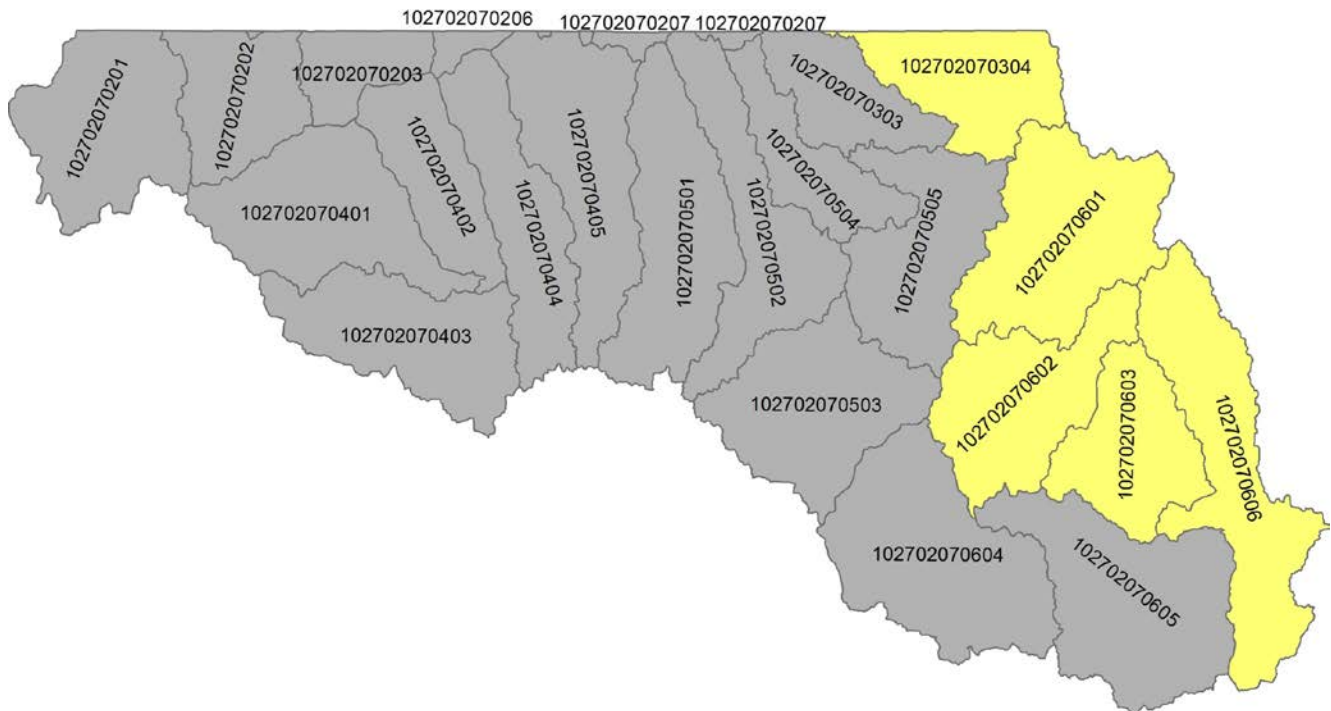
<b>10270205</b>	<b>Lower Big Blue</b>	<b>Tier</b>
102702050103	Mission Creek	1
102702050104	Big Blue River	
102702050201	North Elm Creek-Big Blue River	1
102702050202	Headwaters Horseshoe Creek	2
102702050203	Outlet Horseshoe Creek	2
102702050204	Deer Creek-Big Blue River	1
102702050301	Headwaters North Fork Black Vermillion River	1
102702050302	Outlet North Fork Black Vermillion River	1
102702050303	Town of Centralia-Black Vermillion River	2
102702050304	Town of Vermillion-Black Vermillion River	2
102702050305	Irish Creek	2
102702050306	Little Timber Creek-Black Vermillion River	1
102702050401	Headwaters Robidoux Creek	1
102702050402	Snipe Creek	1
102702050403	Outlet Robidoux Creek	1
102702050404	Clear Fork	2
102702050405	Cedar Creek-Black Vermillion River	2
102702050406	Corndodger Creek-Black Vermillion River	2
102702050501	Marysville Country Club Dam-Spring Creek	1
102702050502	Alcove Spring-Big Blue River	1
102702050503	Elm Creek-Big Blue River	1
102702050504	Bluff Creek	2
102702050505	Game Fork-Big Blue River	2
102702050506	Swede Creek-Tuttle Creek Lake	2
102702050601	Carter Creek-West Fancy Creek	2
102702050602	Deadman Creek-West Fancy Creek	2
102702050603	North Fork Fancy Creek-West Fancy Creek	2
102702050604	Otter Creek-Fancy Creek	2
102702050605	North Otter Creek	2
102702050606	Walnut Creek-Fancy Creek	2
102702050701	Booth Creek-Tuttle Creek Lake	2
102702050702	Mill Creek-Tuttle Creek Lake	2
102702050703	Big Blue River-Tuttle Creek Lake	2
102702050704	Tuttle Creek Dam	2
102702050705	Cedar Creek-Big Blue River	

Lower Kansas Watershed



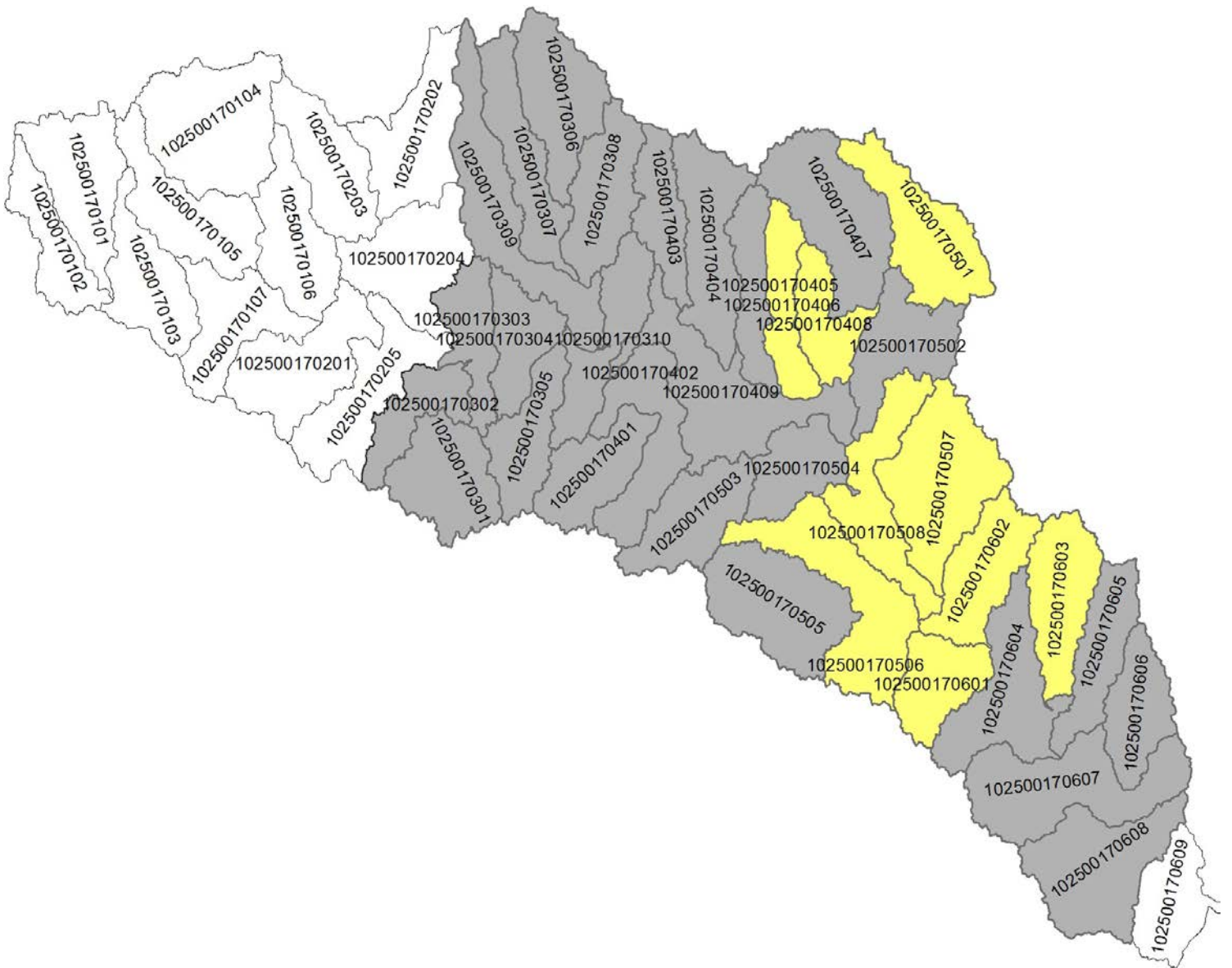
<b>10270104</b>	<b>Lower Kansas</b>	Tier
102701040101	Headwaters Wakarusa River	2
102701040102	North Branch Wakarusa River-Wakarusa River	2
102701040103	Sixmile Creek-Wakarusa River	2
102701040104	Burys Creek-Wakarusa River	1
102701040105	Strowbridge Reservoir-Wakarusa River	1
102701040106	Elk Creek-Clinton Lake	1
102701040107	Rock Creek-Clinton Lake	1
102701040108	Deer Creek-Clinton Lake	1
102701040201	Lone Star Lake-Washington Creek	
102701040202	Yankee Tank Creek-Wakarusa River	
102701040203	Coal Creek	
102701040204	Baker Wetlands-Wakarusa River	
102701040205	Little Wakarusa Creek-Wakarusa River	
102701040301	Headwaters Stranger Creek	
102701040302	Camp Creek-Stranger Creek	
102701040303	Headwaters Crooked Creek	
102701040304	Mooney Creek-Crooked Creek	
102701040305	Big Eight Lake-Stranger Creek	
102701040306	Prairie Creek-Walnut Creek	
102701040307	Dawson Creek-Stranger Creek	
102701040401	Fall Creek-Stranger Creek	
102701040402	Jarbalo Creek-Stranger Creek	
102701040403	Little Stranger Creek-Stranger Creek	
102701040404	Tonganoxie Creek	
102701040405	Leavenworth State Fishing Lake-Ninemile Creek	
102701040406	Pony Creek-Ninemile Creek	
102701040407	Sarcoxie Lake-Stranger Creek	
102701040501	Stone Horse Creek-Kansas River	
102701040502	Lake Dabanawa-Mud Creek	
102701040503	Baldwin Creek-Kansas River	
102701040504	Roberts Lake-Captain Creek	
102701040505	City of Linwood-Kansas River	
102701040601	Spoon Creek-Kill Creek	
102701040602	New Olathe Lake-Cedar Creek	
102701040603	Wolf Creek-Kansas River	
102701040604	Shawnee Mission Lake-Mill Creek	
102701040605	Elmers Lake-Mill Creek	
102701040606	Lake of The Forest Dam-Kansas River	
102701040607	Turkey Creek-Kansas River	

## Little Blue Watershed



10270207	Lower Little Blue	Tier
102702070201	Town of Cheater-Rose Creek	2
102702070202	Town of Hubbell-Rose Creek	2
102702070203	Spring Branch-Rose Creek	2
102702070206	Wiley Creek-Rose Creek	2
102702070207	Silver Creek-Rose Creek	2
102702070303	Joy Creek	2
102702070304	Town of Hollenberg-Little Blue River	1
102702070401	Upper North Fork Mill Creek	2
102702070402	Lower North Fork Mill Creek	2
102702070403	South Fork Mill Creek	2
102702070404	Myer Creek-Mill Creek	2
102702070405	Bowman Creek-Mill Creek	2
102702070501	Salt Creek-Mill Creek	2
102702070502	Riddle Creek-Mill Creek	2
102702070503	Camp Creek-Mill Creek	2
102702070504	Devils Creek	2
102702070505	Plum Creek-Mill Creek	2
102702070601	Cottonwood Creek-Little Blue River	1
102702070602	Beaver Creek-Little Blue River	1
102702070603	Boiling Creek-Little Blue River	1
102702070604	Headwaters Coon Creek	2
102702070605	Outlet Coon Creek	2
102702070606	Fawn Creek-Little Blue River	1

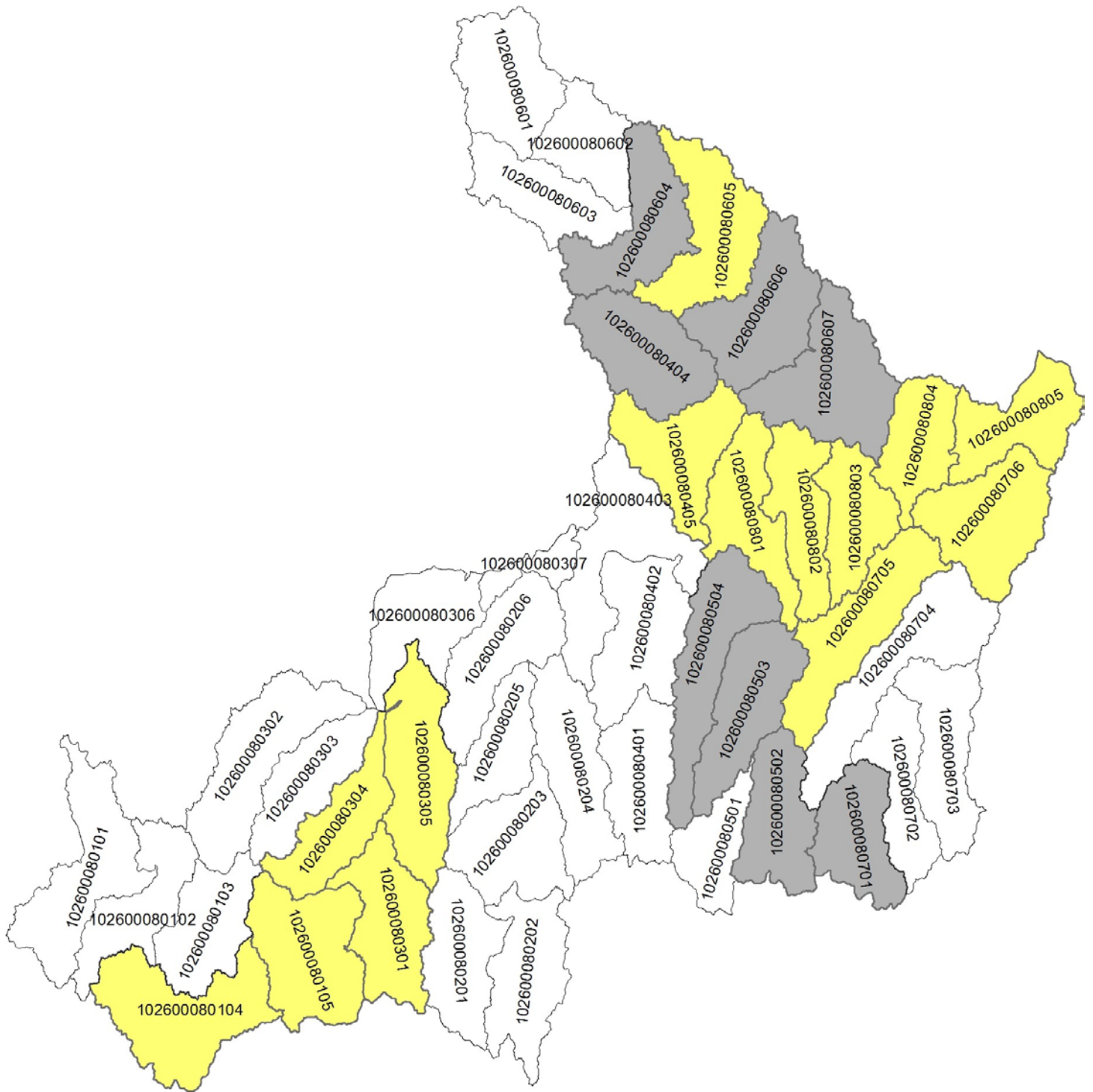
Lower Republican Watershed



<b>10250017</b>	<b>Lower Republican</b>	Tier
102500170101	East Buffalo Creek	
102500170102	West Buffalo Creek-Buffalo Creek	
102500170103	Spring Creek-Buffalo Creek	
102500170104	Outlet East Marsh Creek	
102500170105	West Marsh Creek	
102500170106	Headwaters East Marsh Creek	
102500170107	Little Cheyenne Creek-Buffalo Creek	
102500170201	Cheyenne Creek-Buffalo Creek	
102500170202	School Creek-Republican River	
102500170203	Courtland Canal-Beaver Creek	
102500170204	Grave Creek-Republican River	
102500170205	Whites Creek-Buffalo Creek	
102500170301	Headwaters Wolf Creek	2
102500170302	Outlet Wolf Creek	2
102500170303	Hay Creek-Republican River	2
102500170304	Cool Creek-Republican River	2
102500170305	Oak Creek	2
102500170306	Upper Salt Creek	2
102500170307	Middle Salt Creek	2
102500170308	East Creek	2
102500170309	Lower Salt Creek	2
102500170310	Upton Creek-Republican River	2
102500170401	Headwaters Elm Creek	2
102500170402	Outlet Elm Creek	2
102500170403	City of Agenda-West Fork	2
102500170404	Elk Creek	2
102500170405	Dry Creek	2
102500170406	Scribner Creek	1
102500170407	Headwaters Parsons Creek	2
102500170408	Outlet Parsons Creek	1
102500170409	Beaver Creek-Republican River	2
102500170501	Headwaters Peats Creek	1
102500170502	Outlet Peats Creek	2
102500170503	Mulberry Creek	2
102500170504	Mulberry Creek-Millers Creek	2
102500170505	Headwaters Five Creek	2
102500170506	Outlet Five Creek	1
102500170507	Spring Creek-Dry Creek	1
102500170508	Peet Creek-Republican River	1
102500170601	Otter Creek	1
102500170602	Lincoln Creek-Republican River	1
102500170603	Mall Creek	1

102500170604	Cane Creek-Republican River	2
102500170605	Timber Creek	2
102500170606	Madison Creek	2

Lower Smoky Hill Watershed

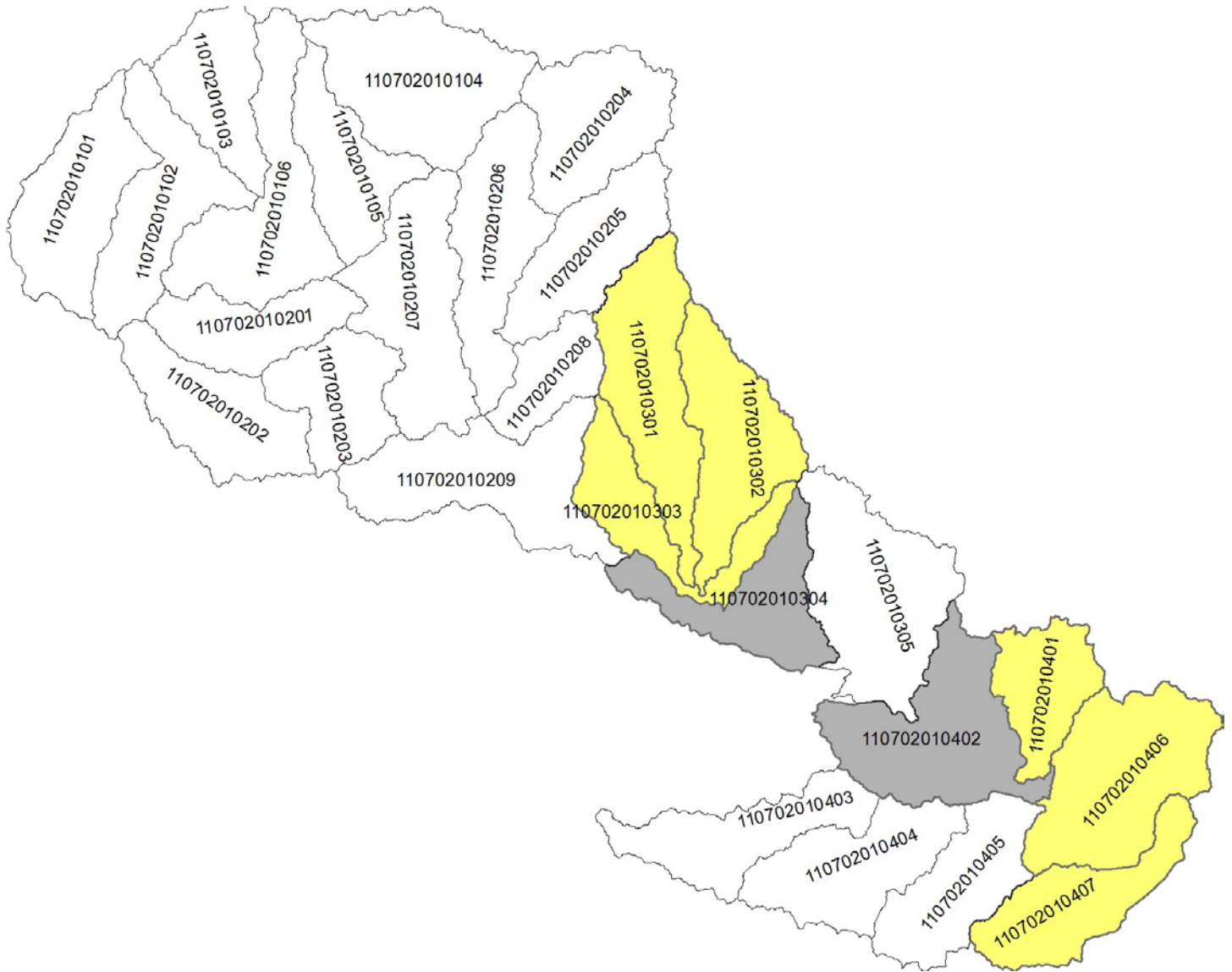




<b>10260008</b>	<b>Lower Smoky Hill</b>	Tier
102600080101	Wiley Creek-Smoky Hill River	
102600080102	Wolf Creek-Smoky Hill River	
102600080103	Edwards Creek-Smoky Hill River	
102600080104	Sharps Creek	1
102600080105	Paint Creek-Smoky Hill River	1
102600080201	North Gypsum Creek-Gypsum Creek	
102600080202	McPherson County State Lake-Gypsum Creek	
102600080203	Harvey Creek-Gypsum Creek	
102600080204	McAllister Creek-Gypsum Creek	
102600080205	City of Gypsum-Spring Creek	
102600080206	West Branch Gypsum Creek-Gypsum Creek	
102600080301	Kentucky Creek-Smoky Hill River	1
102600080302	West Dry Creek	
102600080303	Middle Dry Creek	
102600080304	Dry Creek	1
102600080305	Gas Lake-Smoky Hill River	1
102600080306	East Dry Creek-Smoky Hill River	
102600080307		
102600080401	Headwaters Holland Creek	
102600080402	Outlet Holland Creek	
102600080403	Redbud Lake-Smoky Hill River	
102600080404	Headwaters Mud Creek	2
102600080405	Outlet Mud Creek	1
102600080501	West Turkey Creek	
102600080502	East Turkey Creek-Turkey Creek	2
102600080503	City of Navarre-Turkey Creek	2
102600080504	West Branch Turkey Creek-Turkey Creek	2
102600080601	Headwaters Chapman Creek	
102600080602	City of Oak Hill-Chapman Creek	
102600080603	West Chapman Creek	
102600080604	Badger Creek-Chapman Creek	2
102600080605	Baskett Creek-Chapman Creek	1
102600080606	Henry Cemetery-Chapman Creek	2
102600080607	City of Chapman-Chapman Creek	2
102600080701	Cress Creek-Lyon Creek	2
102600080702	Lake Herrington-Lyon Creek	
102600080703	Lime Creek-Lyon Creek	
102600080704	West Branch-Lyon Creek	
102600080705	Carry Creek	1
102600080706	Geary County State Lake-Lyon Creek	1
102600080801	City of Abilene-Smoky Hill River	1
102600080802	Deer Creek-Smoky Hill River	1

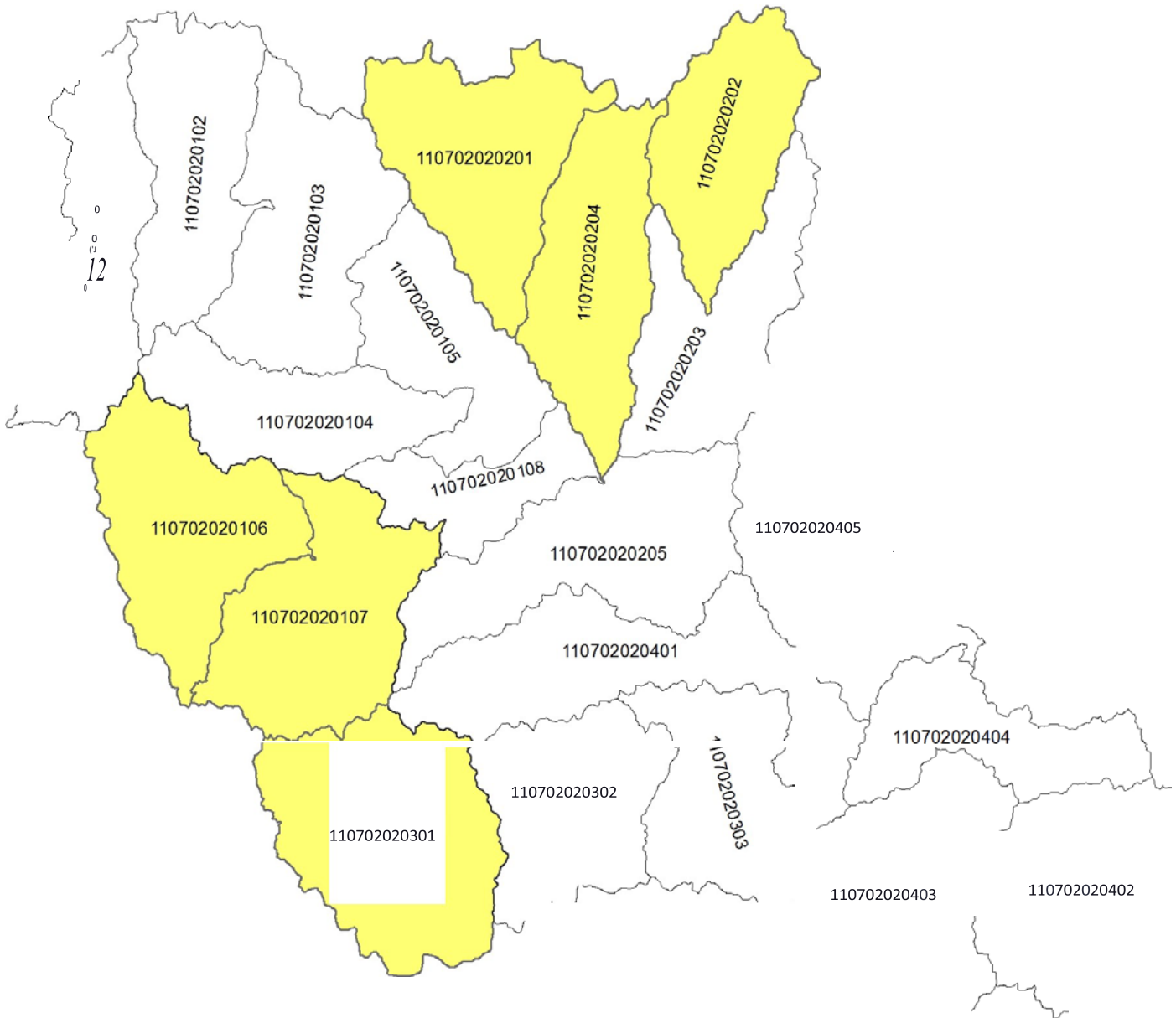
102600080803	Terrapin Lake-Smoky Hill River	1
102600080804	Goat Island-Smoky Hill River	1
102600080805	Kansas Falls-Smoky Hill River	1

# Neosho Headwaters Watershed



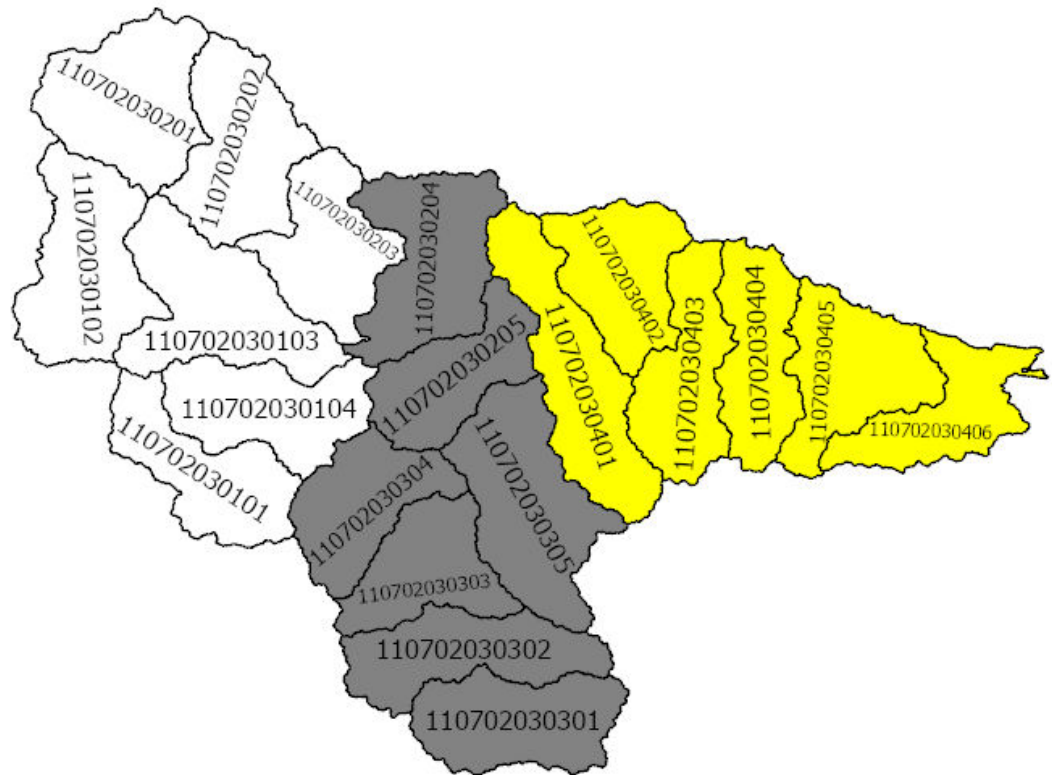
<b>11070201</b>	<b>Neosho Headwaters</b>	Tier
110702010101	Level Creek-Neosho River	
110702010102	Haun Creek-Neosho River	
110702010103	Lairds Creek	
110702010104	Middle Branch Munkers Creek-Munkers Creek	
110702010105	Munkers Creek-Council Grove Lake	
110702010106	Gilmore Creek-Council Grove Lake	
110702010201	Elm Creek	
110702010202	Paddy Creek-Fourmile Creek	
110702010203	Wolf Creek-Fourmile Creek	
110702010204	Horse Creek-Rock Creek	
110702010205	Bluff Creek	
110702010206	City of Dunlap-Rock Creek	
110702010207	Big John Creek-Neosho River	
110702010208	Wrights Creek	
110702010209	Lake Kahola-Neosho River	
110702010301	Allen Creek	1
110702010302	Stillman Creek-Dow Creek	1
110702010303	Pester Creek-Troublesome Creek	1
110702010304	Plumb Creek-Neosho River	2
110702010305	Badger Creek-Neosho River	
110702010401	Jordan Creek-Lebo Creek	1
110702010402	Troublesome Creek-Neosho River	2
110702010403	Olpe City Lake-Eagle Creek	
110702010404	Hoosier Creek-Eagle Creek	
110702010405	Fourmile Creek-Eagle Creek	
110702010406	Kennedy Creek-John Redmond Reservoir	1
110702010407	Otter Creek-John Redmond Reservoir	1

# Upper Cottonwood Watershed



<b>11070202</b>	<b>Upper Cottonwood</b>	Tier
110702020101	Headwaters North Cottonwood River	
110702020102	Perry Creek-North Cottonwood River	
110702020103	Silver Creek-North Cottonwood River	
110702020104	French Creek-Marion Lake	
110702020105	Marion Lake	
110702020106	Headwaters South Cottonwood River	1
110702020107	Antelope Creek-South Cottonwood River	1
110702020108	South Cottonwood River-Cottonwood River	
110702020201	Headwaters Mud Creek	1
110702020202	Headwaters Clear Creek	1
110702020203	Outlet Clear Creek	
110702020204	City of Pilsen-Mud Creek	1
110702020205	Marion County Lake-Cottonwood River	
110702020301	Peabody Country Club Dam-Doyle Creek	1
110702020302	City of Peabody-Doyle Creek	
110702020303	Lee Spring-Doyle Creek	
110702020401	Catlin Creek-Cottonwood River	
110702020402	Upper Cedar Creek	
110702020403	Middle Cedar Creek	
110702020404	Lower Cedar Creek	
110702020405	Martin Creek-Cottonwood River	

Lower Cottonwood Watershed



<b>1170203</b>	<b>Lower Cottonwood</b>	
110702030101	Coyne Branch-Cottonwood River	
110702030102	Headwaters Middle Creek	
110702030103	Outlet Middle Creek	
110702030104	Silver Creek-Cottonwood River	
110702030201	Sixmile Creek	
110702030202	Headwaters Diamond Creek	
110702030203	Outlet Diamond Creek	
110702030204	Fox Creek-Cottonwood River	2
110702030205	Chase County State Lake-Cottonwood River	2
110702030301	Thurman Creek-South Fork Cottonwood River	2
110702030302	Little Cedar Creek-South Fork Cottonwood River	2
110702030303	Crocker Creek-South Fork Cottonwood River	2
110702030304	Rock Creek	2
110702030305	Sharpes Creek-South Fork Cottonwood River	2
110702030401	Bloody Creek-Cottonwood River	1
110702030402	Buckeye Creek-Cottonwood River	1
110702030403	Jacob Creek-Cottonwood River	1
110702030404	Phenis Creek-Cottonwood River	1
110702030405	Dry Creek-Cottonwood River	1
110702030406	Coal Creek-Cottonwood River	1



**KSNRI Application Form  
 SFY 2024 Kansas Sediment and Nutrient Reduction Initiative  
 Incentive Payment  
 Request Form**

For Administrative Use Only		
Date Received	_____	
Submitted by	_____	
Eligible Practice?	YES	NO
Number of Acres	_____	
HUC	_____	

**Please complete for cost-share financial assistance consideration:**

Incentive Payment requested for the following (CCRP) conservation practice(s):  
 \_\_\_\_\_

When will the practice(s) be installed/completed? \_\_\_\_\_

What is the current land use? \_\_\_\_\_

Legal Description: \_\_\_\_ 1/4 \_\_\_\_ 1/4 Sec. \_\_\_\_ Twp. \_\_\_\_ Rng. \_\_\_\_ Tract #: \_\_\_\_ Field #: \_\_\_\_  
 (Indicate location of proposed project on aerial map.)

Are you willing to allow this project to be used for demonstration purposes?    YES        NO

Landowner's Name (as appearing on deed):  
 \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Operator's Name & Telephone Number: \_\_\_\_\_

Multiple participants?    Yes    No    If yes, please add additional participants' information on next page with percent share.

**NOTE:**

- **Completing this form does not guarantee cost-share financial assistance.**
- **Construction/installation/implementation of this practice(s) started prior to contract approval will result in ineligibility for cost-share financial assistance.**
- **Each proposed project will be evaluated and ranked based on established criteria.**
- **An on-site evaluation of proposed projects may be conducted by the conservation district/NRCS staff to determine eligibility of the project.**
- **If approved for cost-share financial assistance, the landowner(s) must sign a contract agreeing to the terms set forth in the contract. Certain projects have additional requirements.**
- **You will be notified of the status of your request for cost-share financial assistance by the \_\_\_\_\_ County Conservation District.**
- **Incentive payments will be based on tier level with Tier One areas receiving \$225/acre and Tier Two areas receiving \$162.50/Acre.**

**SFY 2024 Kansas Sediment and Nutrient Reduction Initiative  
Incentive Payment  
Request Form (Continued)**

**Multiple Participant's:**

Participant's Name:

\_\_\_\_\_

Mailing address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Percent Share: \_\_\_\_\_

Participant's Name:

\_\_\_\_\_

Mailing address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Percent Share: \_\_\_\_\_

Participant's Name:

\_\_\_\_\_

Mailing address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Percent Share: \_\_\_\_\_