

KANSAS DEPARTMENT OF AGRICULTURE
 DIVISION OF CONSERVATION
 WATER RESOURCES COST-SHARE PROGRAM
 CONTRACT FOR FINANCIAL ASSISTANCE

COWLEY COUNTY CONSERVATION DISTRICT

PART I OF IV

Landowner Information: *NEW LANDOWNER - SEE PAGE 4*

PRIME VENDOR: Yes	PHONE:	%SHARE: 100 %
NAME: BUCHELE FARMS LLC	ADDRESS: 4708 BROADWAY DRIVE	EMAIL:
CITY: LAWRENCE	STATE: KS	COUNTRY: USA
	ZIPCODE: 66049	

PROJECT TYPE AND LAND IDENTIFICATION:

LEGAL DESCRIPTION: SW-32-34-3 PROJECT TYPE: ESC - Erosion/Sediment Control
 HYDROLOGIC UNIT CODE: 110300130308 RIVER BASIN: LOWER ARKANSAS

PRACTICE & COMPONENT	EST UNITS REQUIRED	CAC	COMPUTED COST	COST SHARE RATE	COST SHARE
Critical Area Planting (342)	2.17		\$457.65		
Complete Practice - Seed Mix # 4(Acre)	2.17	\$210.90	\$457.65	50.00 %	\$228.83
Grassed Waterway or Outlet (412)	0.97		\$1,940.00		
Shaping(Acre)	0.97	\$2,000.00	\$1,940.00	50.00 %	\$970.00
TOTAL ESTIMATED COST SHARE:					\$1,198.83

PART II OF IV

PRACTICE & FUNDSOURCE CODE	AMOUNT
Critical Area Planting (342)	
DNA_WR	\$228.83
Grassed Waterway or Outlet (412)	
DNA_WR	\$970.00
Total Funds	\$1,198.83

PRACTICE & PROJECT INFO	
Critical Area Planting (342)	
Ranking Worksheet Total Score	105
Project Completion Date (mm/dd/yyyy)	05/17/2022
Project is in conjunction with other non-SCC program, list here	NO
Grassed Waterway or Outlet (412)	
Ranking Worksheet Total Score	105
Project Completion Date (mm/dd/yyyy)	05/17/2022
Contour Farming is Required for this Practice	YES
Project is in conjunction with other non-SCC program, list here	NO

PART III OF IV

FUND SOURCE CODE	AMOUNT
DNA_WR	\$970.00
DNA_WR	\$228.83
Total Funds	\$1,198.83

Contract Comments:-

PART IV OF 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. 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, Office of Chief Financial Officer.

BUCHELE FARMS LLC

Ronald K. Springer Date: 12/19/2019
Manager, Buchele Farms, LLC

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 m corporations are exempt from 1099 reporting.



I have purchased the site identified in PART I above from Buchele Farms, LLC. I agree to accept all contractual maintenance obligations in PART IV – LANDOWNER AGREEMENT above for the Cowley County Conservation District Water Resources Project WR-2020-5A1. I accept the transfer of all responsibility for maintenance and conservation practices of Project WR-2020-5A1 from the previous landowner, Buchele Farms, LLC.

NEW LANDOWNER:

Name: _____

Address: _____

Signature: _____

Date: _____