

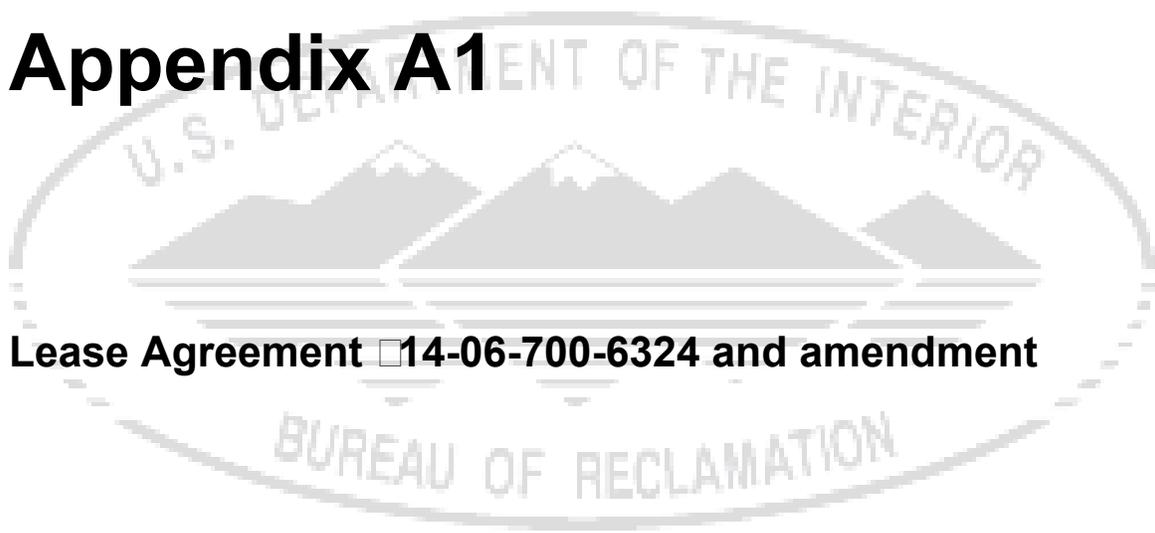
# Appendix A



## Agreements and State Management Plans

- A1 - Lease Agreement □14-06-700-6324 and amendment**
- A2 - 2005-2009 Webster State Park Management Plan**
- A3 - 2005-2009 Webster Wildlife Area Management Plan**
- A4 - 2005 Fishery Progress and Management Report**
- A5 - Interagency Cooperative Fire Management Agreement**

# Appendix A1



Lease Agreement  14-06-700-6324 and amendment

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

LEASE BETWEEN THE UNITED STATES AND THE STATE OF KANSAS

THIS LEASE made this 31st day of May, 1967, in pursuance of the Act of June 17, 1902 (32 Stat. 388), 43 U.S.C. 391, et seq.) and acts amendatory thereof and supplementary thereto, including Section 10, Reclamation Project Act, 1939 (43 U.S.C. 387), and in accordance with the General Plans, if any, which are, or may be approved as provided in Sections 3 and 4 of the Fish and Wildlife Coordination Act (48 Stat. 401, as amended, 16 U.S.C. 661, et seq.), between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting by and through the Regional Director, Region 7, Bureau of Reclamation; and the State of Kansas, hereinafter referred to as the Lessee, acting by and through the Kansas Forestry, Fish and Game Commission, pursuant to G. S. Kansas 1949, Chapter 32, for administration of fish and wildlife, and the Kansas State Park and Resources Authority, pursuant to G. S. Kansas 1957 Supplement, Chapter 74, Article 45, for administration of recreation.

WITNESSETH:

WHEREAS, the United States has constructed the reservoir or reservoirs hereunder (hereinafter termed reservoirs, whether one or more) for the purpose of irrigation of lands, flood control, and municipal and industrial water supplies in the State of Kansas.

WHEREAS, reservoirs constructed by the United States create public use value and interest for recreation, fish and wildlife, and related purposes;

WHEREAS, the Bureau of Reclamation does not have at its avail the facilities, appropriations and means to manage or administer the lands and water surfaces (hereinafter collectively called "lands") embraced within said reservoir areas for said purposes;

WHEREAS, the Lessee does have the means and personnel available to control, manage and administer said lands for said purposes;

WHEREAS, the United States therefore desires to lease to the Lessee the lands hereinafter described for the purpose of managing and administering recreation, fish and wildlife, and related uses on said lands, retaining unto the United States control and administration of said lands for irrigation operation, flood control, and municipal and industrial water supply purposes;

WHEREAS, the Lessee desires to lease from the United States said lands for the purpose of exclusively managing and administering recreation, fish and wildlife and related uses thereupon;

WHEREAS, it has been determined to be to the advantage of the United States to be relieved of, and the United States desires to relinquish all responsibility for management and administration of recreation, fish and wildlife, and related purposes upon said lands; and

WHEREAS, reservoir management plan or plans are being and will be prepared by the Regional Director, Region 7, in cooperation with the National Park Service and the Bureau of Sport Fisheries and Wildlife;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, covenants and conditions herein contained, the parties hereto agree as follows:

#### Premises Leased

1. The United States does hereby lease unto the Lessee, subject to the terms and conditions hereinafter provided, the premises, including water surface, described in Exhibit "A" annexed hereto and incorporated by this reference. Exhibit "A" may from time to time be amended, modified, or enlarged by the parties hereto by adding or deleting lands or areas thereto or therefrom, and as otherwise hereinafter provided, without the necessity of reexecuting this Lease or entering into a separate lease.

#### Management

2. The parties hereto will agree upon a Reservoir Management Plan as to each respective reservoir area included in the leased premises herein recited in Exhibit "A" hereto. Said Management Plan may be amended or supplemented by the parties from time to time.

It is agreed that any portion of the lands described in Exhibit "A" which shall be designated by the United States in the respective applicable Reservoir Management Plan or amendments or supplements thereto as lands not appropriate to the purposes of this Lease shall, upon approval of said Management Plan or amendments thereto by the parties hereto, shall be excluded from the lands leased hereunder.

#### Terms and Conditions

3. This lease is subject to the following exceptions:

(a) Any prior rights which have attached before the date of this agreement.

(b) The right of the officers, directors, agents, employees and permittees of the United States and the respective District, respectively, at all times and places to have full ingress for passage over and egress from all of said lands for the purpose of carrying on operations of the United States and the respective District. The term "District" as used in this Lease is defined as the respective irrigation or conservancy district which has contracted to operate and maintain the water supply and irrigation facilities of the applicable reservoir project under the terms of the respective repayment contract with the United States.

(c) The right of the Bureau of Reclamation, after written notice to the Lessee, to make such use of the reservoir areas, or any portion thereof, as may be required in carrying out the purposes of the legislative acts authorizing construction of the project.

(d) The United States shall have primary jurisdiction over those areas designated as the Operations Areas on Exhibit "A." Such jurisdiction is maintained for the purpose of insuring proper operation and protection of the reservoirs but shall not preclude such recreation, fish and wildlife, and related use administration and development by the Lessee within the Operations Areas as may be determined by the United States to be compatible with its purposes. The reservoirs were constructed and are being operated primarily for irrigation, flood control, and/or municipal and industrial water supply. The fulfillment of these purposes may require that the level of the reservoirs be fluctuated to meet use demand, and the United States and the respective District reserve the right to vary the respective water level to the extent deemed necessary or desirable for the purposes of project operations.

(e) The right of the United States, its agents, lessees or permittees, and the right of the respective District, its officers, directors, agents, employees, and permittees to remove from said lands any and all material necessary for the construction, operation and maintenance of the project facilities or for other purposes.

(f) Title to all oil, gas, coal and other minerals now or hereafter owned by the United States is excepted and reserved to the United States. There is also excepted and reserved to the United States, its agents, lessees or permittees the right to prospect and carry on the development for oil, gas, coal and other minerals and the right to issue leases or permits to prospect for oil, gas or other minerals on said lands under the act of February 25, 1920 (41 Stat. 437) and acts amendatory thereof and supplementary thereto, and the act of August 7, 1947 (61 Stat. 913). However, the Lessee will be consulted and given an opportunity to comment concerning any proposals in the exercising of such rights. Prior to the execution of such lease or permit, the United States will give consideration to any adverse effect such action might have on recreation, fish and wildlife, and related uses.

#### Operation, Use, Location, Architecture

4. The responsibility for operation and administration of recreation, fish and wildlife, and related purposes, uses and facilities within the leased premises shall be vested exclusively in the Lessee. This provision shall not be construed as imposing liability upon the Lessee for damage to the leased lands resulting directly or indirectly from the action of reservoir waters. The use by the Lessee of land areas within the leased premises and the location and architecture of improvements and facilities existing thereupon and constructed by the Lessee thereon shall be in accordance with the minimum requirements provided in the applicable respective Reservoir Management Plan incorporated herein by reference.

#### Facilities and Improvements; Notice; Repair

5. The Lessee may construct facilities of any kind whatsoever for the purposes of its administration and management over recreation, fish and wildlife, and related uses within the areas of the leased premises subject only to the qualifications regarding use, location and architecture contained in the respective applicable Management Plan or mutually approved revisions thereto.

The Lessee shall erect signs in conspicuous places at reasonable intervals within the area of the leased premises each containing a clear statement that the recreation, fish and wildlife, and related use areas affected hereunder are operated by the State of Kansas.

6. All improvements constructed by the Lessee at its sole cost and expense shall be and remain the property of the Lessee; Provided, however, the Lessee shall remove or cause to be removed the respective improvements at its sole cost and expense within 90 days from and after the termination of this Lease, or respective part thereof, and shall restore the land to a safe and natural condition. Said improvements shall not be constructed without prior approval of plans and specifications by the United States. If said improvements are not removed within said period, title to said improvements shall vest in the United States.

7. All improvements constructed by the United States upon the leased premises, all improvements existing upon the leased premises at the time of execution of this Lease, and all improvements constructed by the Lessee upon the leased premises in whole or in part with revenues derived under Clause 10 hereof, are and shall be the property of the United States and shall remain so vested. The Lessee shall make no additions, alterations, or improvements thereto without the prior written approval of plans and specifications by the United States, and such approval having been given, all said additions, alterations and improvements shall become the property of the United States.

The Lessee shall employ good husbandry practices and keep and maintain the leased premises, including all improvements of the United States and those which shall be erected thereon by the Lessee, in a good and reasonable state of repair, reasonable wear and tear excepted, at its own cost and expense, to preserve said improvements.

#### Lessee's Rights

8. The Lessee shall have the exclusive concession, licensing, and subleasing rights within the areas of the leased premises for the purposes of recreation, fish and wildlife, and related uses. The Lessee may issue and administer licenses, permits and contracts to persons or associations for the purpose of regulating the privileges to be exercised and may grant concession contracts under which recreation, fish and wildlife services and related uses, or any of them, are made available within said areas. Each such instrument issued by the Lessee shall expressly provide:

"This (license, permit, contract, sublease) is expressly subject to that certain lease dated May 31, 19 67, and any and all modifications and amendments thereto, between the United States and the State of Kansas, as Lessee, and the (Name of reservoir) Management Plan thereunder, regarding the lease and development of specific areas of land at (insert the applicable name) Reservoir in Kansas. Said reservoir was constructed by the United States to irrigate lands and control floods or provide municipal and industrial water in the (insert applicable Basin's area name), Kansas. The United States' control and administration on \_\_\_\_\_ Reservoir extends solely to irrigation and dam uses. The Lessee has exclusive control and administration over the leased premises as to fish and wildlife, recreation, and related purposes. (Licensee, Permittee, Contractor, Sublessee) releases the United States and the (applicable name) District, its successors, assigns, officers, directors, agents and employees (hereinafter collectively called the District) from any and all claims arising directly or indirectly from any acts, neglect or the omission of the United States and/or of said District and each of them in connection with the construction, operation and maintenance of dam and irrigation project works. The (Licensee, Permittee, Contractor, Sublessee) agrees to indemnify and hold the United States and the District harmless from any loss, damage or expense (including attorney fees) which may be suffered by the United States, the District, or either of them, directly or indirectly occasioned by any act, neglect or omission of said (Licensee, Permittee, Contractor, Sublessee)."

The term of said licenses, permits, contracts and subleases shall not exceed the unexpired term of this Lease and each of said instruments shall contain the following provision:

"In the event of the termination of the Lease between the United States and the State of Kansas dated May 31, 1967, the United States shall be deemed to stand in the stead of said Lessee as grantor for the remainder of the term of this (license, permit, contract, sublease); Provided, however, in the event of such termination the United States at any time within 90 days thereafter may terminate this (license, permit, contract, sublease) by giving to the (Licensee, Permittee, Contractor, Sublessee) 60 days written notice thereof and in such event (Licensee, Permittee, Contractor, Sublessee) shall have the privilege of selling or removing for a period of 30 days after termination of this (license, permit, contract, sublease) or such longer period as may be determined by the Bureau of Reclamation to be reasonable, improvements which have been constructed on the premises at the sole cost or expense of the (Licensee, Permittee, Contractor, Sublessee). Full title to those improvements if not so sold or removed within the abovesaid 90-day period shall vest in the United States. Improvements sold shall be removed from the premises within the said 90-day period or title thereto shall also so vest in the United States, unless the United States in writing shall authorize the purchaser to leave said improvements in place or shall in writing grant an extension of the 90-day period. Upon removal of improvements the lands shall be leveled and restored to a safe and natural condition."

9. The Lessee may limit use of leased premises to a special or particular individual, group or association only in those areas so designated in the applicable Management Plan.

10. The Lessee shall have the right to collect and retain all receipts derived from licenses, subleases, permits, or contracts which it issues or administers hereunder; Provided, however, the Lessee agrees that any income derived from such licenses, subleases, permits or contracts shall be used for the development, operation and maintenance of the recreation, fish and wildlife, and related use areas leased hereunder.

The Lessee shall submit to the United States, not later than August 1 of each year during the term of this Lease, a report showing such receipts and expenditures from such receipts, during the preceding fiscal year, for each separate reservoir area covered hereunder. At the termination of this Lease, the remaining excess of such receipts or expenditures, if any, shall be paid in full to the Bureau of Reclamation within 30 days after termination, as part of the consideration herefor. The Lessee shall maintain such accounting records as to allow the United States to ascertain the existence and amount of any such excess, which records shall be available for inspection at the request of the United States.

### Term of Lease

11. The term of this Lease shall be for a period of 50 years from the date hereof, unless sooner terminated. The addition or deletion of lands or areas from Exhibit "A" subsequent to the date of this Lease shall not operate to extend the term hereof.

### Miscellaneous

12. The United States and the Districts assume no liability hereunder for damages to property or injuries or death to persons which may arise from or be incident to the use and occupation of the leased premises; nor for damages to property, or injuries or death to the person of the Lessee's officers, agents, servants or employees, or others who may be on said leased premises at their invitation or the invitation of any one of them, arising from or incident to the regulations, storage, routing and discharge of water through the reservoir, including flooding where applicable, or arising from or incident to any other activities of the United States or the Districts, their officers, directors, agents, or employees.

13. The Lessee shall assume the responsibility for the enforcement of all game and fish laws on the leased premises and shall take all reasonable precautions and assist in the prevention, control, and suppression of fires in the vicinity of the areas of the leased premises; and shall make and enforce such laws, rules and regulations applicable to the recreation, fish and wildlife use of the leased premises as it deems necessary and desirable to protect the safety and health of persons using the areas and for the preservation of law and order in the interest of public safety. The Lessee shall not engage in or permit any activity within the leased premises or allow any omission therein which will interfere with the safety, protection and operation of the reservoirs for irrigation, flood control, and municipal and industrial water supply purposes.

14. The Lessee, at its own cost and expense, as may be supplemented by Federal funds, shall use such erosion control, weed control, and water pollution control measures as may be necessary and shall require its sublessees, contractors, permittees and licensees to comply with such control measures by express provisions contained in the sublease, contract, permit, or license.

15. The Lessee shall submit to the United States a recreation and wildlife summary report, not later than February 1 of each year during the term of this Lease, for the preceding calendar year, for each separate reservoir area covered hereunder, on a form to be supplied by the Regional Director, Region 7.

16. Nothing in this Lease shall be construed or interpreted as authorizing the Lessee, its agents or employees, to act as agents or representatives for or on behalf of the United States or the Districts; or any of them, or to incur any obligation of any kind on behalf of the United States or said Districts, or any of them. Nothing in this Lease shall be construed or interpreted as authorizing the United States or said District, their agents or employees, to act as agent or representative for or on behalf of the Lessee or to incur any obligation of any kind on behalf of the Lessee.

17. It is understood and agreed that neither the United States, nor any of the Districts, is a partner of the Lessee and that in the recreation and fish and wildlife administration and use of the leased lands the parties are not engaged in a partnership or a joint venture even though development funds may in part be supplied by the United States and the United States and said Districts are hereby excluded from any liability of the Lessee, including, but not limited to, bonded, or unsecured indebtedness, encumbrances, liens, or charges; and the Lessee shall not subject or cause the leased premises, or any improvements thereon to be subjected as security for any bond, lien, encumbrance, indebtedness, or charge.

18. Neither the United States nor the applicable District shall be liable for any loss, injury, or damage of any kind or nature whatsoever to any building or other structure belonging to said Lessee, its licensee, permittee, contractor, or sublessee, which may be constructed upon the leased premises, nor for any loss, injury, or damage of any kind or nature whatsoever to the contents of any building or structure upon the leased premises or to any goods, merchandise, chattels, or any other property now or that may hereafter be upon said premises, whether belonging to the Lessee or others, and whether such loss, injury, or damage results from fire or other cause, and whether the same be caused by negligence of the United States or of any District, or any of their employees or agents, or otherwise.

#### Termination

19. This Lease shall terminate and all rights of the Lessee hereunder shall cease, except as hereinafter provided:

(a) Upon expiration of the term of the Lease as provided in Article 11 above;

(b) Upon the failure of the Lessee to observe any of the conditions, exceptions, or reservations set out in the Lease, the Secretary of the Interior shall give written notice to the Lessee of the obligations that are in default or the provisions of the Lease that have been violated and the Lessee shall have 90 days in which to correct the default or violation. Unless the Lessee shall have corrected such default or violation, this Lease shall terminate on the ninety-first (91st) day following service of the written notice herein provided.

(c) Upon written notice by the Lessee to the Secretary of the Interior or upon written notice by the Secretary of the Interior to the Lessee without assigning any reason therefor, effective as of January 1 of any year during the term of this Lease, delivered not less than one year in advance thereof.

(d) As to a respective reservoir area only, upon failure of the Bureau of Reclamation or the Lessee to approve, within 90 days after submittal, the respective applicable Reservoir Management Plan; Provided that such period of time may be extended for an additional 90 days upon written agreement by the Bureau and the Lessee.

At the option of and designation by the United States, this Lease shall terminate only as to one or more designated reservoir areas recited in Exhibit "A" for the reasons provided in subclauses 19(b) and (c) above. The termination as to any one or more areas shall not operate to terminate this Lease as to the balance of the lands recited in Exhibit "A" hereof.

20. No assent, express or implied, by the United States to any breach of any of Lessee's covenants shall be deemed to be a waiver of any succeeding or continuing breach of the same covenant.

21. Upon termination of this Lease under Article 11 or 19 above, or for any other reason, the Lessee shall surrender the applicable premises, together with all of the improvements thereon which are owned or become vested in the United States by the provisions of this Lease, in such repair and condition as shall be in accordance with the covenants herein contained.

22. If during the life of this Lease any improvements in accordance with the Federal Aid to Wildlife Restoration Act of September 2, 1937, (50 Stat. 917; 16 U.S.C.A. 669a, et seq.) as amended, and the Federal Aid in Fish Restoration Act of August 9, 1950, (64 Stat. 430; 16 U.S.C.A. 777, et seq.) as amended, are made to the lands and waters covered by the General Plan hereinabove referred to, or improvements are made to the leased lands with funds wholly or in part supplied under the provisions of any other Federal Legislative Act, such improvements shall not be impaired by this Lease; and, further, that before this Lease is terminated, an agreement safeguarding such improvements shall be entered into between the Bureau of Reclamation and the Lessee.

23. The Lessee shall not assign this Lease without the express written consent of the United States having been first obtained.

24. In connection with the performance of work at reservoirs under this Lease, the Lessee agrees as follows:

(a) The Lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Regional Director, Region 7, setting forth provisions of this nondiscrimination clause.

(b) The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Regional Director, Region 7, advising the said labor union or workers' representative of the Lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Regional Director, Region 7, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Lessee's noncompliance with the nondiscrimination clauses of this Lease or with any of the said rules, regulations, or orders, this Lease may be cancelled, terminated, or suspended in whole or in part and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Lessee will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204, Executive Order No. 11246, of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessee will take such action with respect to any subcontract or purchase order as the Regional Director, Region 7, may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Regional Director, Region 7, the Lessee may request the United States to enter into such litigation to protect the interest of the United States.

25. (a) Definitions: As used in paragraphs (b), (c), and (d) herein: (1) The term "administering agency" shall mean the Lessee and its employees, agents, sublessees, and contractors, and the successors in interest of the Lessee; (2) the term "facility" shall mean any and all services, facilities, privileges, accommodations, and activities available to the general public and permitted by this Lease.

(b) The administering agency shall not: (1) publicize any facility operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, creed, color, ancestry, or national origin in furnishing or refusing to furnish such person the use of any such facility.

(c) The administering agency shall post notice in such a manner where any facility is available as to ensure that its contents will be conspicuous to any person seeking employment or the use of any facility. Such notice will be furnished the administering agency by the Regional Director, Region 7.

(d) The administering agency shall in all of its contracts or other forms of agreement for the operation of a facility pursuant to this Lease require inclusion and compliance with provisions identical with those stated in paragraphs (a), (b), and (c) herein.

26. The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this Lease without liability, or in its discretion to require the Lessee to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

27. The performance of any obligation or the expenditure of any funds by the United States under this Lease is made contingent on the Congress making the necessary appropriations. In case such appropriation as may be necessary to carry out this Lease is not made, the Lessee hereby releases the United States from all liability due to the failure of Congress to make such appropriation. Likewise, in the event the legislature of the State of Kansas fails to appropriate funds in any fiscal year to enable the Lessee to carry out its part of this Lease, then the United States hereby releases the Lessee from all liability due to the failure of the State Legislature to make such appropriation.

28. No Member of or Delegate to Congress or Resident Commissioner, and no officer, agent or employee of the Department of the Interior, shall be admitted to any share or part of this Lease or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Lease if made with a company or corporation for its general benefit.

29. The Lessee represents that in executing this Lease, it has complied and will comply with all the applicable provisions of Kansas Law.

30. This Lease shall become effective when signed by the Regional Director, Region 7, Bureau of Reclamation, and by the Directors of the Kansas Park and Resources Authority and the Kansas Forestry, Fish and Game Commission. This Lease shall remain in force until terminated as provided in Article 19 hereof.

31. The provisions of this Lease shall bind the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Approved  
MAY 31 1967  
LORD

UNITED STATES OF AMERICA

By [Signature]  
Regional Director, Region 7  
Bureau of Reclamation

STATE OF KANSAS, Acting by and through the KANSAS STATE PARK AND RESOURCES AUTHORITY

Concurrence:  
By [Signature]  
National Park Service  
Midwest Region  
Acting Regional Director

By [Signature]  
Director

and,  
Acting by and through the KANSAS FORESTRY, FISH AND GAME COMMISSION

By [Signature]  
Bureau of Sport Fisheries and Wildlife, Region 2

By [Signature]  
Director

EXHIBIT A - CONTRACT NO. 14-06-700-6324

This Exhibit A covers land and water areas of Cedar Bluff Reservoir, Lovewell Reservoir, Norton Reservoir, Webster Reservoir, Woodston Diversion Dam and Waconda Lake.

The following described lands shall be, and by the attachment of this exhibit to the above-said lease, are leased to the State of Kansas, subject to all the terms, conditions and limitations contained in said lease, to-wit:

Those lands acquired and used for the construction and operation of Cedar Bluff Reservoir located in:

Sections 19, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Township 14 South, Range 22 West; and Sections 26, 32, 33, 34, 35 and 36, Township 14 South, Range 23 West; and Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 15 and 16, Township 15 South, Range 22 West; and Sections 1, 2, 3 and 4, Township 15 South, Range 23 West of the 6th Principal Meridian, Trego County, Kansas, as outlined on the attached plat, Drawing No. 328-701-1225, dated March 6, 1967, which, by reference, is made a part hereof.

Those lands acquired and used for the construction and operation of Lovewell Reservoir, located in:

Section 31, Township 1 South, Range 6 West; and Sections 5, 6, 7, 8, 17 and 18, Township 2 South, Range 6 West; Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Township 2 South, Range 7 West of the 6th Principal Meridian, Jewell County, Kansas, as outlined on the attached plat, Drawing No. 271-701-6412, dated March 6, 1967, which, by reference, is made a part hereof.

Those lands acquired and used for the construction and operation of Norton Reservoir located in:

Sections 5, 6, 7, 8, 9, 16, 17, 18, 19 and 20, Township 3 South, Range 23 West; and Sections 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 24, and 29, Township 3 South, Range 24 West of the 6th Principal Meridian, Norton County, Kansas, as outlined on the attached plat, Drawing No. 492-701-892, dated March 6, 1967, which, by reference, is made a part hereof.

Those lands acquired and used for the construction and operation of Webster Reservoir located in:

Sections 22, 26, 27, 28, 31, 32, 33, 34 and 35, Township 7 South, Range 19 West; and Section 33, Township 7 South, Range 20 West;

and Sections 3, 4, 5, 6, 7, 8 and 9, Township 8 South, Range 19 West; and Sections 1, 2 and 3, Township 8 South, Range 20 West of the 6th Principal Meridian, Rooks County, Kansas, as outlined on the attached plat, Drawing No. 468-701-1061, dated March 6, 1967, which, by reference, is made a part hereof.

Those lands acquired and used for the construction and operation of Woodston Diversion Dam, located in:

Section 17, Township 7 South, Range 16 West of the 6th Principal Meridian, Rooks County, Kansas, as outlined on the attached plat, Drawing No. 468-701-1062, dated March 6, 1967, which, by reference, is made a part hereof.

It is hereby agreed by the parties hereto that upon written notice of availability and specific description thereof by the Regional Director, Region 7, Bureau of Reclamation, to the Directors of the Kansas State Park and Resources Authority and the Kansas Forestry, Fish and Game Commission, those lands acquired and used by the United States in the construction, operation and maintenance of Waconda Lake shall become and be subject to the terms and conditions of the attached Lease to the same extent and degree as if said lands had been available for lease upon the date of execution of said Lease.

The areas designated "Operations Area" are included in the above descriptions. Use of said "Operations Areas" by the State of Kansas will be permitted in accordance with the provisions of the above-said Lease.

All leases, memorandum agreements and memoranda of understanding between the Kansas Forestry, Fish and Game Commission, the Kansas State Park and Resources Authority, and the United States of America, under the terms of which the above-described lands and water areas have heretofore been administered for recreational, fish and wildlife uses, in force and effect as of the date of this instrument, it is agreed shall be, and by these presents, are cancelled and of no further effect.

It is agreed that Management Plans, heretofore approved in regard to the various reservoirs, and lands described above, shall, until such time as they may be replaced by plans subsequently developed in cooperation with the National Park Service and the Bureau of Sport Fisheries and Wildlife, continue as statements of policy governing the development and use of the lands and reservoirs to which each is applicable.

In the event any of the provisions of said Management Plans are inconsistent with the provisions of the said Lease dated May 31, 1967. the provisions of said Lease shall control.

UNITED STATES OF AMERICA

By *[Signature]*  
Regional Director, Region 7  
Bureau of Reclamation

STATE OF KANSAS, Acting by and through the KANSAS STATE PARK AND RESOURCES AUTHORITY

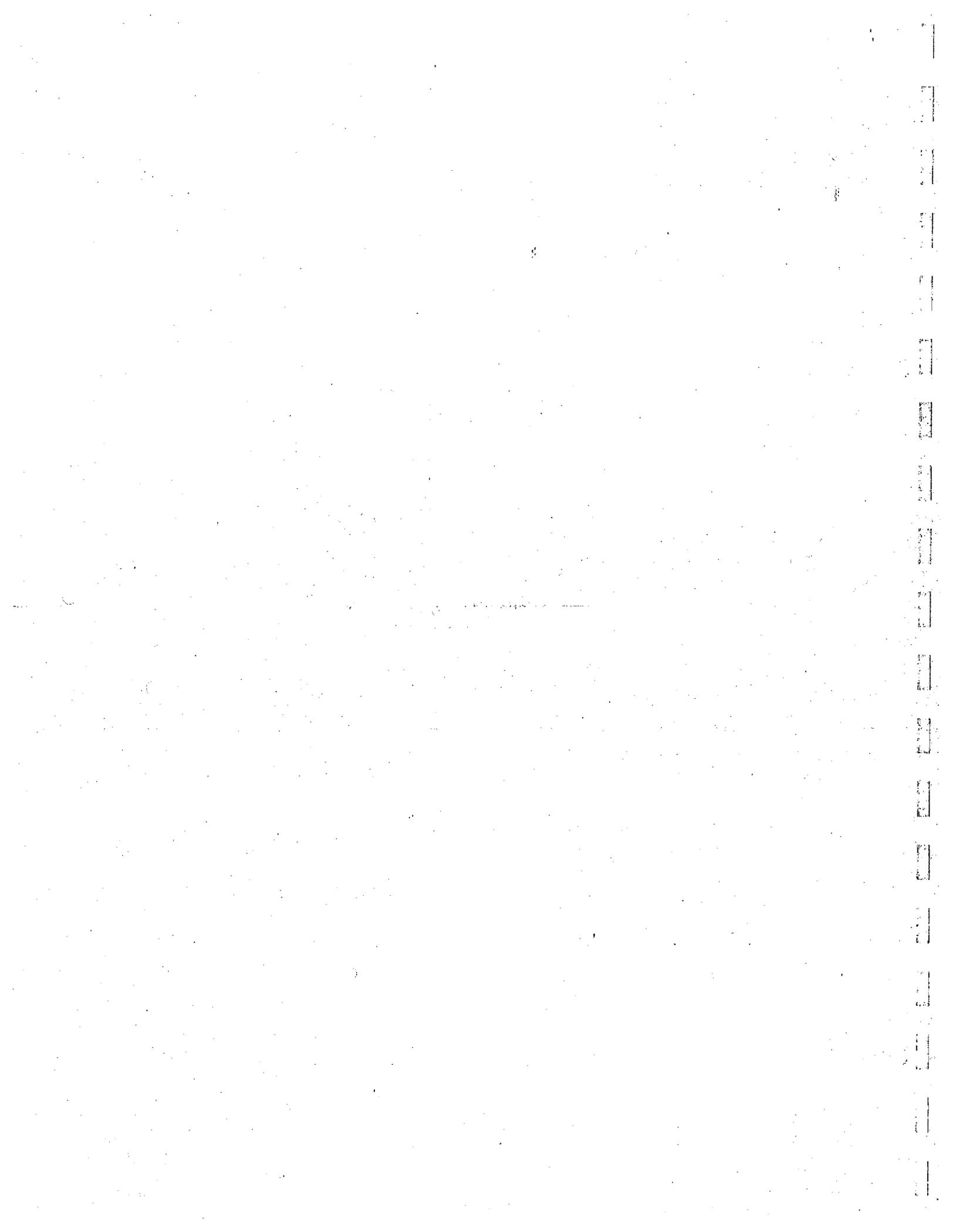
By *[Signature]*  
Director  
and,  
Acting by and through the KANSAS FORESTRY, FISH AND GAME COMMISSION

By *[Signature]*  
Director

Concurrence:

*[Signature]*  
National Park Service Director

*[Signature]*  
Bureau of Sport Fisheries and Wildlife, Region 2



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

AMENDMENT TO LEASE BETWEEN THE UNITED STATES  
AND  
THE STATE OF KANSAS

THIS AMENDMENT, effective April 15, 1999, is between the United States of America, Bureau of Reclamation (Reclamation) and the State of Kansas, represented by the Kansas Department Of Wildlife And Parks (Department).

WHEREAS, on May 31, 1967 the United States and the State Of Kansas entered into lease agreement (No. 14-06-700-6324) which sets forth the terms and provisions under which the Department administers the recreation, fish, wildlife, and related resources on certain lands and waters of the United States in the State of Kansas; and

WHEREAS, both Reclamation and the Department avail themselves of the benefits of the authorities contained in the Federal Water Project Recreation Act of 1965, and the Reclamation Projects Authorization and Adjustment Act of 1992, which authorities are not specifically included in said lease between the Reclamation and the Department.

NOW, THEREFORE, WITNESSETH:

In consideration of the foregoing premises and mutual covenants herein contained, the parties hereto do contract and agree that the Lease Agreement (Contract No. 14-06-700-6324) between the United States and the State Of Kansas is hereby amended as follows:

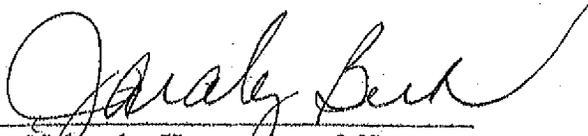
1. Article 2: "Management" is hereby amended to include as item "a", the following.
  - a. The Federal Water Project Recreation Act (Act of July 9, 1965, Public Law 89-72, 79 Stat. 213), and the Reclamation Projects Authorization and Adjustment Act of 1992 (Act of January 3, 1992, Public Law 102-575, 106 Stat. 4600), and Section 504 of the Rehabilitation Act of 1973, are hereby specifically included as legislative authorities by which the Department may act to further the development and enhancement of recreational, and fish and wildlife opportunities upon the lands and waters included within this lease.

2. All provisions, covenants, agreements and stipulations contained in the above described Lease Agreement, except as amended herein, shall be and shall remain in full force and effect and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

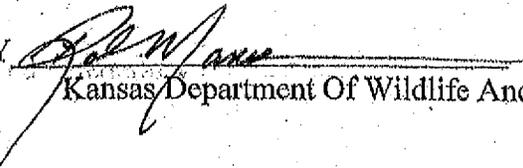
BY



Nebraska-Kansas Area Office  
Bureau Of Reclamation

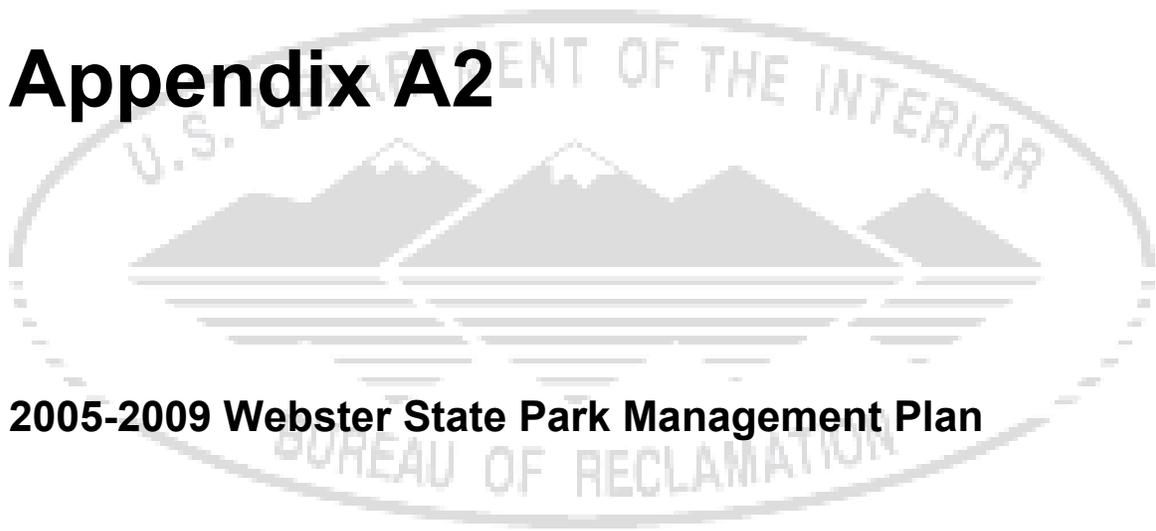
STATE OF KANSAS

BY



Kansas Department Of Wildlife And Parks

# Appendix A2



**2005-2009 Webster State Park Management Plan**

**WEBSTER STATE PARK**

**Management Plan  
For  
2005 – 2009**

**Developed by:**

**Kansas Department of Wildlife & Parks  
Webster Office  
1210 Nine Road  
Stockton, KS 67669**

**785-425-6775**

**January 1, 2005**

I.	INTRODUCTION .....	3
II.	PURPOSE .....	3
III.	WEBSTER STATE PARK.....	4
A.	INTRODUCTION .....	4
B.	GOAL .....	6
C.	BUDGET .....	6
D.	PERSONNEL .....	7
	1. Management	
	2. Office Hours	
E.	FACILITIES .....	9
F.	CAMPING .....	18
G.	RECREATION OPPORTUNITIES .....	21
H.	PRIVATE CABINS AND CHURCH CAMP .....	24
I.	HANDCAPPED ACCESSIBILITY .....	25
J.	REGULATIONS, ENFORCEMENT & SAFETY.....	25
K.	EQUIPMENT .....	26
L.	PUBLIC RELATIONS .....	26
M.	THREATENED AND ENDANGERED SPECIES.....	27
N.	MAINTENANCE .....	27
O.	RESERVOIR LEVEL.....	29

## I. INTRODUCTION

The Kansas Department of Wildlife and Parks is the guardian of the natural resources of the state, and servant of the people. The Department is the steward of a wide variety of public lands, encompassing a diversity of environments and providing a multitude of opportunities. To facilitate its diverse responsibilities, the Department adopted the following mission statement:

**Conserve and Enhance** Kansas' natural heritage, its wildlife and its habitats – to assure future generations the benefits of the state's diverse living resources;

**Provide** the public with opportunities for use and appreciation of the natural resources of Kansas, consistent with the conservation of those resources;

**Inform** the public of the status of natural resources of Kansas to promote understanding and gain assistance in achieving this mission.

Since public lands and the opportunities they provide are a limited commodity in western Kansas, Webster State Park plays an integral role in meeting public outdoor recreation demands, while at the same time preserving natural resources. The area encompasses 880 acres and is adjacent to the 5,750 acre wildlife area and 3,766 surface acres of water impounded in the reservoir at conservation pool.

Demands on the area have fluctuated greatly in the past due primarily to changing water levels. The recent reduction of water from the reservoir has generated many new challenges in the area. These factors coupled with the Department's desire to accomplish its mission have created the need to develop a 5-year management plan for the park. This plan will be used as a guide for future plans and projects, but is subject to change as management philosophies, funding sources, constituent demands, and trends change.

## II. PURPOSE

The first step in effectively developing a management plan is to identify its intent. This provides the general focus for the plan and defines parameters to follow during its development. Therefore, the management plan's purpose is to:

- 1) assess and summarize the area's supply and demand,
- 2) provide guidelines for maximizing the area's management, and
- 3) develop a management plan that meets our constituents' needs while protecting the resource.

To execute the plan's purpose, the following procedures were identified:

- Develop a practical approach to meet future area needs and concerns.

- Identify all issues including concerns, practices, facilities, and opportunities applicable to the area's management.
- Develop objectives for each issue and strategies to meet those objectives.
- Include area management strategies at various possible water levels within the plan's five year period when applicable.

### **III. WEBSTER STATE PARK**

#### **A. INTRODUCTION**

Webster State Park is located eight miles west of Stockton on U.S. Highway 24. It is adjacent to Webster Reservoir on the South Fork of the Solomon River in Rooks County. The Kansas Park & Resources Authority originally leased 1,310 acres from the U.S.D.I. Bureau of Reclamation in 1958 and Webster State Park was added to the Kansas park system on January 1, 1965. In the 1970's, an agreement was reached with Kansas Fish and Game to transfer 430 acres to the Webster Wildlife Area. The park is now 880 acres.

The park is divided into two areas. On the north side of Webster Reservoir is the Old Town Area where the majority of development and recreational opportunities are located. The Goose Flat Area is smaller, less developed and located on the south side.

Because Webster Reservoir was constructed primarily for irrigation and flood control, recreational pursuits are not usually considered when water level changes are made. During the thirty year period of 1963-93, decreased inflows and steady outflows reduced the lake levels drastically. In 1991 Webster Reservoir approached its historic low level at 1859 feet (33 feet below conservation pool). Conversely, the lake reached its all-time high level in 1995 at 1907 feet. Conservation pool level is 1892 feet.

Park visitation parallels the lake's water level and the Department of Wildlife and Park's ability to provide services. Low water and decreased services combined in the early 1990's to lower park visitation drastically. The floods of 1993 and 1995 re-filled the lake and visitation is increased. It is hard to estimate actual park visitation numbers but a formula has been derived for the park using three traffic counters and a standard multiplier of three persons per vehicle. Adjustments are made for park employees and other business use. Because the park has four different entrances, some vehicles may pass over more than one traffic counter thus distorting visitation numbers. In spite of the counting system's inherent inaccuracies, this method of counting visitors has shown an increase in visitors when water levels were high compared to traffic counts of years with lower lake elevations.

Visitors come to Webster State Park for a variety of reasons. The following table shows estimated user trends for the park. Due to low water levels caused by irrigation releases and four years of drought, visitation is decreasing. Many small special events are held at the park that are not reflected in this user trend estimation. The overall numbers are not

large but represent a core group of users. Table 1 lists the special events for 2004. A more accurate picture of primary uses would be possible if a multi-year random survey was conducted.

<u>ACTIVITY</u>	<u>AMOUNT</u>	<u>DEMAND</u>
Fishing	68,000	Decreasing
Camping	30,000	Decreasing
Swimming	4,000	Decreasing
Boating/Skiing	23,000	Decreasing
Wildlife/Nature Observation	5,000	Stable
Picnicking	3,500	Stable
Hunting Access	2,500	Increasing
<u>Other</u>	<u>4,900</u>	<u>Stable</u>
TOTAL	140,900	DECREASING

Revenue generated at Webster State Park is stable. After a revenue low in 1992 of only \$18,800, revenue has increased each year and will be over \$100,000 in 2004. Although visitation has decreased with lower water levels, fee increases have allowed revenues to increase or remain stable. If higher water levels return, revenue is expected to increase further in 2005 or remain stable. Table 2 shows sources of revenue for years 2000-2004. These numbers do not reflect sales made by county clerks or other license and permit vendors in the area.

Many facilities were damaged or destroyed during the '93 and '95 floods. Roads, campsites, playground equipment, beaches, boat ramps, and shorelines were especially hard-hit. While the water remained at or above conservation pool, damage was continuing on some roads, boat ramps, and especially shoreline areas. Damage to developments below the conservation pool have now resurfaced and are being evaluated and repaired as funding allows.

Webster Reservoir is known for its excellent wiper fishery. The increase in water levels improved fishing prospects for black and white crappie, walleye, black bass, catfish, as well as wiper. The improved fishing increased park use and extends seasonal use from April until October with some year round use. With the lake levels decreasing the past four years the fishing has began to decline and without an increase in water level the lakes fishery could be in trouble.

This management plan will address the challenges of decreasing visitation, fluctuating water levels, and limited operation and maintenance budgets. Four significant water levels have been projected and will be used throughout this plan: 1892 (conservation pool), 1880, 1870 and 1863 (minimum pool). To facilitate management of the area, these water levels have been identified as the possible occurrences in the five year period. Conservation pool (1892) was selected as the ideal level that the reservoir could be managed. The two lower levels (1880 and 1870) were selected because of changes in area management at those levels and the fact it is possible for the lake level to reduce that much in a five-year period (as it did between 2001-2004). Minimum pool (1863) is

selected as the lowest point the reservoir should reach during the 5-year period. Once the reservoir reaches this level there can no longer be irrigation releases but it is possible evaporation could take it lower. Maps showing these water levels and facilities available at the park may be found in Figures 1 through 8.

Webster State Park was developed to provide the public with diverse recreational opportunities associated with a reservoir, while still conserving and enhancing the natural resources of the area. Utilizing the Department Strategic Plan, the Park area is broken down into zones depending on the level of development (see Figures 9 and 10). Three development zones are utilized on the area:

- 1) Intensive: Facilities in this zone include shower buildings, restrooms, swimming beach, boat ramps, and primitive and utility campgrounds.
- 2) Moderate: Facilities in this zone include primitive campgrounds, hiking trail, picnic and other day use areas.
- 3) Minimum: Low use areas include areas of native grass, marsh/cattails and timber that are rarely used.
- 4) Sensitive: None.

In this plan, park management goals and the associated issues have been identified. A summary indicating the current status of each issue is provided, then an objective is stated and methods to attain it are given for each water level when applicable.

## **B. GOAL**

The Department categorizes the park primarily as an Intensive Development Area based upon its location, overall purpose, management objectives, and degree of facility development. Park areas function as a primary provider of recreation opportunities resulting in a high concentration of use. Segments of the park are designed Moderate and Minimum Development Areas. Figures 9 and 10 illustrate these areas. The management goal for Webster State Park is:

**To maximize recreation opportunities, programs and facilities that are commensurate with financial resources, public safety and demand, and the natural resources to enhance and encourage use of the park.**

## **C. BUDGET**

The total budget for Webster State Park has fluctuated greatly in the last five years. Funding for full-time employees has had 2 major changes; in fy02 the Administrative Assistant position was made full time and in fy05 the Ranger and Manager were reclassified. Seasonal salary money has varied by as much as \$5,000 from year to year. Operation and Maintenance budgets gradually increased fy01 to fy03 but with the contributions from the State General Fund continually decreasing the O&M budget has stabilized. These budget comparisons are shown in Table 3.

The Operation and Maintenance budget is inadequate to properly maintain current facilities plus make necessary repairs needed resulting from the receding water levels. Additional expenses are incurred as facilities are updated due to requirements outlined in the Americans with Disabilities Act (ADA) enacted on July 26, 1990. Increased use of Webster State Park will occur if higher water levels return and will also boost maintenance needs and expenses. Table 4 shows budgeted amounts for each aspect of the Fiscal Year 05 Operation and Maintenance budget.

Objective:

To utilize the budget and other funding sources as efficiently as possible in maintaining and operating the park.

Strategies:

- \*Utilize the budget to maintain and operate facilities as outlined in the management plan.
- \*Obtain a base O&M budget of \$47,000 through the budget process.
- \*Increase the O&M budget 3% each year to cover inflation and use increases.
- \*Seek alternative funding sources to assist with park operations, maintenance, and improvements (i.e. BOR Title 28 funds).

**D. PERSONNEL**

Webster State Park currently has three full time employees to manage and operate the park. These positions are Park Manager, Park Ranger and Administrative Assistant. The Manager and Ranger duties include but are not limited to; facility development and maintenance, operational planning, license and permit sales, public relation programs and contacts, administrative chores, inmate crew supervision, law enforcement, and seasonal employee supervision. The Administrative Assistant's primary duties are secretarial, bookkeeping and accounting, permit and license sales, and customer relations. This position is an important base to customer service and provides the Department's one-stop customer service.

Seasonal positions are filled to maintain the park and perform customer service duties during the summer season. These employees help with permit and license sales, mow grass, clean restrooms and shower houses, and perform other general maintenance chores. In recent years, five to six seasonal employees have been instrumental in annual park operations.

In addition to the seasonal maintenance positions a Seasonal Park Ranger is hired during the summer season. This position assists in public relations, license and permit sales, minor maintenance chores and law enforcement duties. This position was started in fy01 and has been vital to park operations and will continue as long as seasonal funds allow.

An Interpretive Naturalist position was eliminated in 2002 due to decreased seasonal budget. The result of this has been two fold: an increased workload on the Park Manager

and the Park Ranger; and a decrease in interpretive programs offered to school groups and the general public.

Additional maintenance help is provided by an inmate work crew from the Stockton Correctional Facility. The crew consists of seven inmates plus one supervisor. Work completed in the past includes picnic table and shelter renovation, equipment maintenance, mowing grass, cleaning restrooms, constructing information and self-pay stations, constructing signs, and many other projects. This help is valuable but is not always dependable due to unpredictable schedules and varied skill levels of workers and supervisors.

Objective:

To effectively utilize available manpower to adequately maintain park facilities and provide public service.

**1. Management** – Utilization of staff has been effective to date but may prove to be inadequate if visitation increases in the near future.

Strategies:

- \*Maintain current staff numbers and positions.
- \*Establish General Maintenance Repair Technician (GMRT) FTE position.
- \*Maintain a seasonal funding of \$30,000.
- \*Reinstate a seasonal naturalist position to provide school and public programs.
- \*Utilize inmate crews from Stockton Correctional Facility for routine maintenance and restoration projects.
- \*Increase volunteer base from individuals as well as a 'friends' group.

A decrease in available manpower for maintenance will necessitate additional strategies. Examples of this decrease would be a reduction in seasonal salary money, or loss of the inmate crew. These strategies could include:

- \*Reduce amount and frequency of area maintenance, repairs, and services.
- \*Closing of certain areas in the park during the off season.
- \*Discontinue refurbishing of picnic tables.
- \*Reduce office hours.
- \*Contract routine maintenance chores, trash pickup, etc.

**2. Office Hours** – The park office is open daily during the summer park season to serve constituents needing park permits, hunting and fishing licenses, boat registrations and Department merchandise. During the 'off season', hours are greatly reduced. Public complaints regarding availability of our services are quite common. However, it is not cost effective to maintain longer hours. Many customers have attempted to purchase

licenses or permits from the park office, found it closed, and purchased items at other locations. They have, in effect, been conditioned to look elsewhere for their permit needs. If the Webster State Park office were to truly be a full-service outlet, the expanded hours would require additional staff. In spite of customer inconvenience, revenue generated at Webster has increased and should surpass the \$105,000 mark in 2005. A five year comparison of revenue is included in Table 2.

Park season – May 15 to September 15

Sunday – Thursday	8 a.m. – 4:30 p.m.
Friday – Saturday	8 a.m. – 8 p.m.

Off season – September 15 to May 15

Monday - Friday	8 a.m. – 4:30 p.m.
Closed weekends.	

Strategies:

- \*Maintain park season office hours at present level.
- \*Increase off-season hours during peak use times such as before rifle deer season to provide full customer service.
- \*Alter summer hours to better serve the public by having Seasonal Ranger work late shifts during the week.
- \*Continue to log proper coding to allow funding from Fish & Wildlife Division to partially fund AA position.

**E. FACILITIES**

Webster State Park provides a wide variety of facilities and amenities for both day users and campers. These range from boat ramps to swimming beaches, picnic sites to utility campsites. The park's recreational opportunities are important contributors to the quality of life for citizens in Rooks and Graham counties and, in fact, the northwestern quarter of Kansas. Table 5 summarizes park facilities. Possible future capital improvement projects are listed in Table 6.

Objective:

To provide an adequate number of quality facilities and opportunities that meet user demand but are commensurate with the budget, work force, and the natural resources.

**1. Office and Maintenance Building** – The office and maintenance compound is located in the northwest corner of the park. The office building was constructed in 1965 and was remodeled in 1989. It has a small reception area for obtaining brochures, maps, information and for purchasing permits and licenses. A public restroom is provided but does not meet ADA standards. A retail sales cabinet was installed in 1995 and the sales area was again renovated in 2001. Offices are provided for the park staff, the Webster public lands manager, the district wildlife biologist, and the district fisheries biologist.

The office building is in poor condition. It was remodeled in 1989, turning 2 maintenance bays into 4 offices and a small conference room. Offices are very small and the Park Ranger must share his office with the office copier, the typewriter, postage meter and laminator. The current lobby area has little space for constituents and becomes crowded easily and has hardly any room for an interpretive area or a merchandise sales area. Along with the office being out of date, the location is more than 2 miles from the entrance to the park and many constituents have trouble finding it and our staff for the permits, licenses, information, and many valuable services that our staff is here for.

A two-bay maintenance shop is attached to the office building. Work space is limited due to storage of park equipment, public lands equipment, and fisheries and wildlife inventory. One bay is heated for wintertime use but is inadequate during periods of multiple projects. Additional storage is needed to make work space available.

#### Strategies:

- \*Upgrade restroom to ADA compliance.
- \*Utilize BOR funding to build new modern office building located near the entrance of the park.
- \*Return the balance of the shop building to use as work and storage rather than office space.
- \*Insulate middle maintenance bay and add wood burner for additional heated shop area during winter months.

**2. Restrooms** – There are three vault toilet restrooms in the park. One is a cinder block building on the north shore east of the double mushroom group shelter. It is not ADA accessible. The other two are both newer facilities and are ADA accessible - one at OMC boat ramp and one at the Goose Flat Area. These vault toilets are in reasonable good repair due to their simplicity. The restrooms are adequate in number. A new showerhouse was built in 2000 at Rock Point campground. It has a furnace and can be left open through the fall and winter hunting seasons. During the summer season two older showerhouses that have been renovated to be ADA accessible are open to the public. They are located at the Townsite Area and in OMC Campground. Varying water levels will have no impact on the availability.

#### Strategies:

- \*Maintain all vault toilets.
- \*Replace toilet seats, ventilation fans, and lights as needed.
- \*Extend water access to the cinder block restroom to aid in cleaning.
- \*Obtain funding for construction of new medium sized shower house at Eagle Landing Campground.

#### Strategy by Lake Elevation:

1870 \*Provide portable toilets at the Old Marina east beach site.

**3. Showerhouses** – Three showerhouses are located in the Old Town Area – one at Old Marina campground, one at Townsite beach and a new heated shower building at Rock point. The Old

Marina showerhouse was built in 1965 and upgraded in the late 90's so that its facilities meet all ADA specifications. Plumbing fixtures are in fair condition but are not ideal. Retrofitting a tankless water heater operation has decreased energy expenses and adequately serves the four showerheads in the building. Removal or major renovation of this facility would be the best way to remedy its problems and serve constituents in the next decade.

The townsite showerhouse was built in 1967 and is in poor condition. New toilet fixtures are needed and a pressure tank and pump are needed to increase water flow to the showers. A tankless water heater has cut operating costs, and all facilities have been upgraded to ADA specifications.

The heated showerhouse at Rock Pt. is the only shower facility at the park that was actually designed and built to be ADA accessible. The building is also the only one of the three that is not an 'open air' facility which many constituents prefer. With the building being a heated facility it has allowed us to better serve our 'off season' users such as hunters and ice fisherman.

The three showerhouses adequately serve park constituents in the Old Town Area. Users of the Goose Flat Area must travel five miles to use these facilities; but at this time, it is not cost efficient to construct a showerhouse in this area.

#### Strategies:

- \*Maintain all showerhouses giving preference to the Rock Point showerhouse, i.e. earlier start-up and later shut-down dates.
- \*Renovate Townsite and Old Marina showerhouses.
- \*Obtain funding for construction of a new medium sized showerhouse at Eagle Landing Campground or remove and replace Old Marina showerhouse.

**4. Dump Station** – A trailer dump station is located at the Old Marina campground. It was constructed in 1973 and adequately serves trailer campers in the Old Town Area. The station has freeze-proof water hydrants and accesses its own well thus it is open year round.

#### Strategies:

- \*Maintain dump station hoses and hydrants.
- \*Add potable water hydrant for filling tanks.
- \*Pump the septic tank annually.
- \*Continue to include the dump station in road and parking money rotation.

**5. Self Pay Stations** – Three self pay stations are located at Webster State Park: one at the Goose Flat entrance, one at the main park entrance in Old Town Area, and one at the park office. They provide daily park permits, brochures, general information, and KDWP regulations. All are in good shape. They adequately serve visitors but are not ADA approved due to the high writing surface.

Strategies:

- \*Maintain all stations with ample permits and brochures, current regulations, and any other pertinent information needed by park visitors.
- \*If new office is built at entrance, incorporate the entrance self pay into the new building and remove the current self pay station freeing up the shelter behind it.
- \*Add an ADA accessible writing station at all 3 self pay stations.

**6. Information Shelters** – Besides the information areas located at self pay stations and the park office, three redwood shelters are adjacent to each boat ramp in the Old Town and Goose Flat Areas. They provide the public with information regarding park regulations, hunting and fishing laws, and special fishing regulations specific to Webster Reservoir. All three of these information kiosks were removed and replaced in 2004. Partial funding came from a memorial donation for Douglas Gibson.

Strategies:

- \*Maintain all information shelters with current regulation information.
- \*Maintain all shelters with stain, shingles and plexiglass.

**7. Boat Ramps** – There are three boat ramps in the park – one at the Goose Flat area, one at Rock Point campground, and one at Old Marina campground. Each faces a different direction allowing boaters multiple options for launching in windy conditions.

The Rock Point ramp was extended in 1991 when the water level was low and in 2001 and additional light was installed. It is in fair condition but if water recedes below 1863 repairs will be needed. A breakwater was constructed south of the ramp to reduce wave action. In flood 1993 the breakwater became submerged and at conservation pool is under water around 12 feet. In 2002 the lake levels again became low enough for the breakwater to appear.

The Old Marina ramp has had major renovations completed in 2001 and 2004. With the low water levels, the Old Marina Cove is dry and a second lane was added. Cottonwood trees have been pushed over and seedlings are being mowed. This is done so that when the lake reaches higher levels it will allow smooth travel to and from the ramp. A solar-powered light was installed in 1995 and another light was installed in 2001 to aid in nighttime navigation to the ramp as well as loading and unloading boats at the ramp.

The Goose Flat ramp was also renovated in 2001. The ramp was extended up to be a useable facility at conservation pool. Rip rap was also placed along the adjacent shoreline and on the edges of the new ramp. At water levels lower than 1865, the ramp is no longer functional.

Strategies:

- \*Utilize Motor Boat Access monies to add boat ramp extension to low water ramp located south of the Double Mushroom.

Strategies by Lake Elevation:

- 1892 \*Maintain Old Marina Rock Point and Goose Flat ramps.  
\*Install breakwater at Goose Flats area.
- 1880 \*Maintain Old Marina, Rock Point, and Goose Flat ramps.  
\*Repair access road and lower parking at Goose Flat.
- 1870 \*Maintain Rock Point and Goose Flat ramps.  
\*Close Old Marina ramp due to low water.  
\*Raise elevation of Rock Point breakwater to above conservation pool.  
\*Replace last of original concrete at Old Marina ramp.
- 1863 \*Maintain Rock Pt. ramp south lane.  
\*Close Goose Flat ramp and north lane at Rock Point ramp.  
\*Pour toe wall along lower portions of Goose Flat ramp.  
\*Mow cottonwood seedlings around Old Marina ramp.  
\*Repair lower Rock Point ramp.  
\*extend Double Mushroom ramp up to 1880 elevation.

**8. Boat Docks** – Three courtesy boat docks are available – one at each boat ramp. The docks at Old Marina and Goose Flat have been replaced with Motor Boat Access money. Annually new bumper pads are needed and wooden walkways require maintenance. At Rock Point the dock is wooden and requires annual reconstruction and periodic replacement of boards. The new docks meet ADA standards; but because the terrain of the shoreline, accessibility is not always possible. All are moveable and require adjustment with fluctuating water levels.

Strategy:

\*Obtain handicap accessible dock and renovate Rock Point access area to facilitate full ADA compliance.

Strategies by Lake Elevation:

- 1892 \*Maintain courtesy docks at all three boat ramps.  
\*Renovate Rock Point dock to ADA specifications.
- 1880 \*Maintain courtesy docks at all three boat ramps.
- 1870 \*Maintain courtesy docks at Rock Point and Goose Flat boat ramps.  
\*Remove dock at Old Marina boat ramp due to low water.  
\*Place Old Marina dock on south side of Rock Point ramp by breakwater.
- 1863 \* Remove dock at Goose Flat boat ramp due to low water.

**9. Picnic Tables** – Approximately 150 picnic tables are available throughout the park. A table is provided at each utility campsite and picnic shelter, as well as at popular primitive camping and picnic sites. Each table is assessed annually with repair and/or renovation provided as needed. Several ADA specific tables have been built and are located at heavily used shelters. Eventually each mushroom, Wyoming and other pole shelters will have one such table.

Strategies:

- \*Continue to maintain tables as needed by painting frames and staining boards.
- \*Provide one table per camp site and at least two tables per shelter.
- \*Provide one ADA approved table at each picnic shelter.
- \*Continue to add ADA lantern hanger/cooking grill tables.

**10. Group Shelters** – The Double Mushroom and the Townsite Beach shelter located on the north side of the lake are the only facilities capable of accommodating large groups. They have floor space that will allow up to eight picnic tables in the shelters and there is ample room surrounding the shelters for more tables plus parking for about twenty vehicles. A drinking fountain and a large fireplace are also at the Double Mushroom. The fireplace was renovated in 1995 by replacing firebrick as needed, tuck pointing existing natural stone, covering outside of chimney with large limestone blocks, and constructing a fireplace grate. The facility is usable by a physically challenged person but does not fully comply with ADA requirements. The Townsite Beach shelter has lighting and electricity and can also be used for outdoor dances.

Strategies:

- \*Maintain the facilities as a group shelters and special event sites.
- \*Install hard surface parking stall and sidewalk to gain ADA compliance.
- \*Install group outdoor cooking grills at shelters.
- \*Restore electricity at Double Mushroom.

**11. Picnic Shelters** – Twenty-three picnic shelters are located in Webster State Park with all but four located in the Old Town Area. Twelve are concrete mushroom, six are Waconda shelters, three are Wyoming shelters, and two are pole and roof structures. These are often used as camp sites and are also reserved for special events or large group outings. These shelters are adequate for current use levels at Webster State Park. They are usable by physically challenged visitors but most do not meet ADA specifications. A mushroom shelter at Old Marina campsite #21 could be made accessible by adding a short sidewalk.

Strategies:

- \*Maintain these shelters as day use areas, camping sites, and group facilities.
- \*Maintain shelter south of office for use as a group camping area if overall demand makes it cost effective.
- \*Add sidewalks to shelters that have hard surface parking to make them ADA accessible.

- 12. Signs** – Replacement of signs at the park was completed in the spring of 1996. As new facilities/campgrounds have been added new signs have been constructed. Construction of these signs was with rough cedar and follows the Department's sign plan and manual.

Strategies:

- \*Follow sign plan when making any new signs.
- \*Maintain and repair signs as needed.

- 13. Roads** – Approximately seven miles of roads are paved in the park. Most of the paved roads are in the Old Town Area with only about 1 mile in Goose Flat. At conservation pool, there is approximately a 1/2 mile of gravel roads. Roads were developed and maintained at various times based on water levels and area use. At conservation pool, approximately two miles of gravel roads are under water. Paved roads are maintained in cooperation with KDOT and gravel roads are maintained by park staff.

The KDWP/KDOT road project of 2004 sealed all existing paved roads in the park and a double prime and seal was done on many of the park gravel roads. The Rock Point Campground loop, which was partially destroyed from high water levels, was repaved. The Townsite Beach road, Lake View access road, Old Folks Cove road, Shelter 10 road, Group Camp road, Eagle Landing Campground road, and three roads in the Goose Flat area were all primed and double sealed changing them from gravel to paved surfacing.

Generally the roads are adequate to provide public access within budget constraints. However, as water levels rise and fall, extensive repair work is necessary.

Strategies:

- \*Adjust roads in primitive camping areas to coincide with increasing or decreasing water levels.
- \*Upgrade and maintain roads as water levels decrease to maintain fishing access.
- \*Spray and remove weeds growing in asphalt road cracks to reduce deterioration.
- \*Coordinate road maintenance with KDOT on all paved roads in 2008.
- \*Rock and grade roads as needed.

Strategies by Lake Elevation:

- 1892 \*Close Goose Flat boat ramp access road and lower parking area.  
\*Close road across from the Fish Cleaning Station at low point that accesses breakwater.  
\*Use appropriate verbiage at all closed areas to alert public of high water.
- 1880 \*Open access road to OMC Beach area.  
\*Install rip rap adjacent to Goose Flat boat ramp access roads.
- 1870 \*Maintain access road to OMC Beach area.

- 14. Parking Areas** – There are ten paved parking areas in the Old Town Area and three in the Goose Flat Area. Additional gravel or sand parking areas are provided at various locations throughout the park. Inadequate parking facilities are located at the Old Marina boat ramp and a grassy area southeast of the ramp could help alleviate this problem. At Goose Flat, an additional lot needs to be delineated to allow for parking during heavy use.

Strategies:

- \*Spray and clean cracks in asphalt parking lot to reduce deterioration.
- \*Coordinate maintenance of all paved parking lots with KDOT in 2008.
- \*Rock and grade non-asphalt parking lots as needed.
- \*Maintain boat ramp lane stripes at Rock Point boat ramp to aid parking.
- \*Add an additional parking lot southeast of Old Marina boat ramp.
- \*Delineate lower level parking lot at Goose Flat.

Strategies by Lake Elevation:

- 1892 \*Old Town – Maintain parking areas at Rock Point, fish cleaning station, quarry south of fish cleaning station, main entrance self pay, Double Mushroom, Townsite showerhouse, Townsite beach, office, Old Marina showerhouse, Old Marina boat ramp, and Coyote trail/shelter.  
\*Goose Flat – Maintain parking areas at self pay station, vault toilet, at bluffs, beach, and north of Wyoming shelter.
- 1880 \*Delineate parking area at beach east of Old Marina Campground.  
\*Delineate parking areas at swimming beach east of boat ramp and west of dam at Goose Flat Area.

- 15. Fish Cleaning Station** – This facility was constructed in 1992. It provides 24 hour access to lighting, electricity, water, and has a commercial grinder, septic tank, and lateral field to dispose of organic materials left from cleaning fish.

The cutting boards are in fair but deteriorating condition due to heavy use. Some repairs are necessary to repel water from the interior of the structure. An upright pipe was added in 1994 to allow easier access to the septic tank for pumping which is done at least once a year. The cutting boards are too high to meet ADA specifications.

Strategies:

- \*Maintain and clean this facility on a regular basis and as needed.
- \*Add a lower cutting board area to make facility ADA accessible.

- 16. Amphitheater** – A concrete amphitheater was constructed in 1973 and is located at the Townsite area. Few programs or other group uses were held at this facility due to its poor design. In 2000 a 22'x44' shelter was constructed over the existing concrete slab making the area a much more functional site. In 2002 the railing around the facility was replaced with a wrap around redwood bench making the area even more conducive to interpretive programs and shows. Recycled plastic ADA picnic tables were installed to increase its usability and improve access. The shelter also has electric outlets and lights which allows for slide presentations and musical performances to be held at the site.

Strategies:

- \*Maintain as amphitheater for interpretive programs.
- \*Encourage musical groups to present free or reduced priced concerts at the site.
- \*Enlist concessionaire to sell barbecue on weekends from a portable unit when water levels are high enough for the beach to be functional at the area.

- 17. Pay Telephones** – A pay telephone is located outside the park office. It adequately serves visitors to the Old Town Area. It has an amplification feature for the hearing impaired but may be situated too high to allow use by some people. An additional pay phone needs to be added at the Goose Flat Area to better serve visitors in an emergency.

Strategies:

- \*Maintain the pay telephone outside the office.
- \*If budget allows, add a pay telephone at the Goose Flat self pay station.

- 18. Boat Mooring** – No boat mooring facility is available at Webster Reservoir and there has been considerable public comment requesting this. Current state law allows boats to be staked down along shorelines and tended every 24 hours by the owner or user.

Strategies:

- \*Develop specific cove area for mooring of boats through a concession agreement with an area business, an individual, or a Friends group.

- 19. Water Distribution System** – The original water system for the park was installed in the 1960's with an update in 1992. Water is purchased from Rural Water District #3, stored in a 10,000 gallon storage tank, pressurized and distributed in the Old Town Area. It serves the office, 67 campsites, three showerhouses, one vault toilet, the fish cleaning station, and numerous drinking fountains. Problems have occurred frequently during the busier weekends in the summer but since new electrical float valves have replaced the old mechanical float the problems have become fewer.

A water well, which supplements the rural water system and is the sole source for water at the dump station, is maintained in the Old Marina Area. Repairs were made in 1995 and the dump station is now a year round facility.

A water well is in place but is no longer used at Goose Flat Area. The well's overall status at this point is unknown since it has not been used in many years. Access to water would be a bonus to campers and would be necessary if a fish cleaning station is installed at this area.

Strategies:

- \*Operate water distribution system year round due to frost free hydrants at Eagle Landing campground and Rock Point heated shower house.
- \*Provide rural water to office through by-pass of distribution system from October 15 – April 15.
- \*Repair and maintain system as needed.
- \*Operate well house for dump station year round.

**20. Fishing Docks** – Two courtesy docks were replaced in 2000 allowing them to be repaired and modified to become fishing docks. These docks are very popular and are heavily used but must be continually moved to differing locations due to varying water levels. In ideal water levels the fishing docks are placed far into Rock Point and OMC coves and brush is sunk around them to attract fish. In addition to or sometimes in lieu of brush piles, solar fish feeders are placed around the docks by the fisheries biologist.

Strategies:

- \*Move fishing docks to best locations that water levels allow.
- \*Work with fisheries biologist for placement of docks, brush piles, and fish feeders.
- \*Maintain fishing docks at all locations.

**21. Cabin** – In 2003 a rustic log cabin was constructed for the purpose of renting it out to the public. The cabin has heat and air, bathroom, shower, cooking range, microwave, refrigerator, coffee pot, and a large dining table. The facility has two bedrooms, sleeps up to six people, with a queen bed in the large room and two bunk beds in the smaller room. There is also a 34 foot front porch with rustic log furniture on it and an excellent view of the lake. Outside there is a campfire ring and a picnic table.

Strategies:

- \*Maintain cabin facility and all of its contents.
- \*Obtain funding for a second full service cabin for the park.
- \*Turn entrance self-pay shelter in to a primitive cabin once new office is built at entrance.

**F. CAMPING**

Webster State Park provides a variety of camping opportunities. This ranges from a level parking pad with electricity and water hook-ups to primitive camping sites on mowed grass with only a picnic table and a fire ring provided. Camping facilities will be addressed according to their level of development considering lake elevation where applicable. Group camping and the campsite reservation system are also addressed.

## Objective:

To provide diverse camping opportunities that meet user needs but are commensurate with the park's budget, work force and resources.

- 1. Utility Camping** – A total of 66 sites offer electricity and water; ten at Rock Point, 10 at Lakeview, 26 at Old Marina and 20 at Eagle Landing. All units are used on the three holiday weekends and other summer weekends generate about 75% occupancy (lower water levels lower the occupancy rate). In addition to the two-utility sites, there is one full hookup site in Old Marina Campground. This campsite not only has electricity and water but also has a sewer hookup. Also, at Goose Flat area, there are six electric-only sites in Canada Campground.

The Rock Point Campground received extensive damage during the floods of 1993 and 1995. Twenty-year-old trees and large areas of grass were killed. Gravel on designated camping pads was washed away. Electrical pedestals were damaged. Repairs have been made to all facilities. Approximately 30 trees have been planted, buffalo grass seed has been planted, pads were lined with landscape timbers and new gravel was installed. Electrical pedestals were refurbished and are functioning but they are twenty years old and may need replacement eventually. No campsites meet ADA specifications.

Old Marina Campground received flood damage in 1995. Since then, new gravel has been placed on pads, extensive electrical work has been done to distribution system and new trees have been planted. Some damage to the roads occurred during the high water. None of the sites meet ADA specifications.

Eagle Landing Campground was added to the park in 2001 creating the first campground to have all 50 amp sites. This new campground can handle all the newer campers made however long they might be. Half of the 20 sites are back-in and the other half are pull through sites. Many trees have been spaded in for instant shade and the main road through the campground has been paved.

Lake View and Canada Campgrounds were added using old electric pedestals that had been removed in the past to save funding. Two of the 10 sites at Lake View are new 50 amp pedestals and all have water. The 6 sites at Canada Campground are electric only and were also installed reusing previously removed pedestals. The new full hook-up site in Old Marina Campground is also a 50 amp pedestal and is great for the camper that plans to stay for an extended period of time.

## Strategies:

- \*Improve campgrounds with tree and grass plantings.
- \*Replace older campsite wiring and pedestals when funding available.
- \*Replace PVC water hookups with frost free hydrants.
- \*Incorporate an ADA approved campsite in the Old Marina Campground.

2. **Primitive Camping** – Unlimited sites are available since camping is allowed on any mowed grass where there is a picnic table and a fire ring. On holiday weekends approximately one hundred primitive camping units are scattered throughout the park. Generally, this is adequate to meet the primitive camping needs; however, flood damage and high water reduce the area available for this use. Townsite Campground, Whitefront Campground, and an area commonly referred to as “Old Folks Cove’ were under water until 2001 and will be considered for redevelopment depending on funding and constituent need.

Strategies:

- \*Enhance the most commonly used primitive camping sites with improved stands of buffalo grass.
- \*Plant trees in commonly used areas to provide shade and aesthetic qualities.
- \*Maintain shelter south of office as group camp area.
- \*Mow additional primitive areas and plant trees to reduce camp area congestion if overall demand makes it cost effective.

3. **Group Camping Area** – The facility located between the park office and the Old Marina Campground is used as a shelter house for a group camp site for use by boy scouts, camping clubs, family reunions and other groups. The structure has a large fire ring, a small and large cooking grill, and a potable water source. Some development such as additional mowing, planting trees and adding electricity would enhance the site. The access road to the structure has recently been paved and is gated to limit access. Groups can make arrangements for use through the park office.

Strategies:

- \*Develop the area around the shelter by planting trees now that there is a water source available to keep them alive.
- \*Add electrical pedestals for utility camping and lights in the shelter as funding allows.

4. **Reservation System** – The Department’s reservation system allows a park to designate a percentage of its campsites as reservable. Webster initiated a reservation system in 1993. Fifty percent of sites in the Old Marina Campground and Rock Point Campground are reservable. The system has received mixed reviews from park patrons and for this reason none of the new campsites have been added to the program.

Strategies:

- \*Investigate ways to improve reservation system.
- \*Continue to offer fifty percent of original utility sites in program as reservable.

## G. RECREATION OPPORTUNITIES

The primary activities at Webster revolve around the reservoir. Currently, a variety of opportunities are available. As water levels rise, park use increases. Availability of these opportunities and development of new opportunities will be dependent upon funding and maintenance priorities.

### Objective:

To provide a variety of quality recreation opportunities supplying alternative activities commensurate with budget, manpower, and resource limitations.

1. **Playground** – Old Marina Campground and Rock Point Campground each have a swing set with chin-up bar. In 1996 wooden modular play structures were built. These units have action forts, tire swings, slides and multiple decks. A Super Satellite climber has been installed at Rock Point campground. A merry-go-round has been refurbished and installed at Old Marina Area. Wood chips surround the facilities to provide a shock absorbing cushion under the equipment. Since none of the equipment meets ADA specifications, an additional accessible playground is proposed for the Townsite Area.

### Strategies:

- \*Maintain equipment to ensure a fun but safe playground outing.
- \*Add ADA approved playground at Townsite.

2. **Volleyball Courts** – A sand court is located at Townsite beach and is used quite often during the summer and fall. A second court is located at the beach near Old Marina Campground and is used when water levels are down. The mud volley ball pit was turned into a sand pit and is used if other courts are busy.

### Strategies:

- \*Continue high maintenance of sand courts because of their high use and proximity to beaches.

3. **Softball Diamond** – A backstop and bases are located south of the Old Marina campground. The field is rarely used by families and other groups. It is mowed on the same schedule as the campground. Because of low use the area is proposed a location for a new shower house if funding becomes available.

### Strategies:

- \*Continue to mow ball field area and keep bases out for patron use.
- \*Schedule softball tournaments during special events to get more use of the facility.

4. **Swimming Beaches** – Presently only one swimming beach is being used (at the area east of OMC). Two other beaches are used at different water levels – one at Townsite Area

and one at Goose Flat Area. As water rises, new beaches will be constructed with high quality sand.

Strategies:

- \*Sign and designate all beaches according to regulations.
- \*Prohibit vehicle use in and around beach areas using barriers where needed.
- \*Designate beaches and surrounding area as “Day Use Only” eliminating camping.
- \*Maintain buoy line around swimming areas keeping boat and Jet Ski traffic away from swimmers.

Strategies by Lake Elevation:

- 1892 \*Maintain Townsite beach.
- 1880 \*Relocate Townsite beach to area east of Old Marina campground.
- 1870 \*Maintain Speckle Belly beach.
  - \*Maintain road to beach from Old Marina campground.

5. **Hiking Trail** – Located west of the Old Marina campground, Coyote Trail is a useful tool for interpretive programs. The 1993 flood rendered most of the trail useless and redevelopment was necessary. Besides reconstructing the trail surface into 3 separate loops totaling 3 miles, 3 foot bridges and 3 resting area benches were built. The trail does not meet ADA specifications and costs of hard surfacing the entire trail are cost prohibitive.

Strategies:

- \*Maintain all 3 trail loops, bridges, and benches.
- \*Implement a burn plan that each spring a new section of the trail is burned.

6. **Fishing** – Fishing is available in all areas of the park unless otherwise posted. Access is good at all water levels. Webster Reservoir is known for its excellent wiper fishery. The increase in water levels in ‘93 improved fishing prospects for black and white crappie, walleye, black bass, bluegill, as well as wiper. With the water declining since 2001, the fishery is struggling.

Strategies:

- \*Post boat docks, boat ramps, and beaches as no-fishing areas.
- \*Inform the public of fishing opportunities and regulations through contacts, press releases and printed materials.
- \*Improve shoreline access for bank fishing.
- \*Maintain fishing docks and assist fisheries biologist with brush pile fish attractors.

7. **Picnicking** – Most of the picnicking at Webster occurs in conjunction with other activities such as swimming, boating and fishing. Designated picnic sites include a

variety of picnic shelters plus group facilities at the Double Mushroom and Townsite Shelter. Additional picnic tables are provided in mowed grass areas. Picnic facilities are adequate for the amount of usage at the park. Some picnic tables meet ADA specifications for accessibility.

Strategies:

- \*Maintain mushroom shelters, Wyoming shelters and Wanconda shelters as picnic sites.
- \*Provide one ADA approved picnic table at each mushroom.
- \*Provide two ADA approved picnic tables at Double Mushroom and Townsite Shelter.
- \*All tables with the exception of Waconda shelters will remain moveable to facilitate public use.
- \*Provide extra tables to picnicking groups as needed.

- 8. Programs** – Webster State Park staff and a volunteer naturalist present interpretive programs on-site to park visitors and to school and youth groups upon request. Presentations are also made off-site at county fairs and other public events. From 1999 to 2001 a seasonal naturalist was hired to present these programs. Due to seasonal salary budget cuts, this position is no longer available.

Strategies:

- \*Provide programming if funding and manpower levels are appropriate to facilitate both park maintenance, which will be the first priority, and programming.
- \*Provide interpretive programs utilizing permanent staff as needed and time allows.

- 9. Wildlife Viewing** – Many visitors come to the park to see wildlife. Wildlife commonly seen include: Whitetail and mule deer, pheasant, quail, coyotes, reptiles and amphibians. Migrant species include Canada geese, Whitefront geese, snow geese, sandhill cranes, pelicans, bald eagles, golden eagles and many species of ducks and songbirds. Threatened and endangered species that visit the park include bald eagles (common) and trumpeter swans (rare).

Strategies:

- \*Keep roads open year round to allow visitors to view wildlife from their vehicles in all areas of the park.
- \*Leave large dead cottonwoods as perch sites for bald eagles.
- \*Continue to plant wildlife food plots to draw more wildlife to the park.

- 10. Boating** – This activity is one of the primary uses of the area. The various facilities and opportunities associated with boating are addressed in other sections of this plan.

- 11. Other opportunities** – Since activities at Webster State Park are primarily water-based, other recreation opportunities play an important role in sustaining the park during low water periods. However, new developments will be limited due to restrictive budgets. They must be economically feasible and provide a marked increase in visitation.

### Strategies:

- \*Assess new opportunities for economic feasibility, actual need, and use enhancement.
- \*Develop only those opportunities that meet the aforementioned criteria.
- \*Utilize alternative funding and manpower sources to facilities new opportunities.

## **H. PRIVATE CABINS AND CHURCH CAMP**

When Webster Reservoir was built in the 1950's, the Bureau of Reclamation offered a number of lot leases to individuals, families, and private companies. Over fifty lots were plotted but only eight sites were developed. A church camp was also developed by a coalition of district United Methodist churches. In the 1960's Webster State Park took over the administration of these lease contracts.

### Objective:

To administer the lease contracts with the cabin owners and church camp in the best interest of the Department and the public.

- 1. Private Cabins** – Eight private cabins were constructed on the south shore during the 1960's. Seven of the cabins are owned by families or partnerships of families; one cabin is owned by a private business. All are located southwest of the Goose Flat Area. Lease amounts to owners range from \$40 to \$220 per year.

### Strategies:

- \*Ensure adherence to cabin contracts.
- \*Continue administration of cabin site leases.

- 2. Church Camp** – The Mission Ridge Camp is a church camp located at the northwest corner of the park. The land is leased and the facility is maintained by the Levant Community Church. Use has increased in the last few years and maintenance has been a high priority. Recently the church committee charged with maintenance of the facility has replaced the roofs on two of the four bunk houses and shingled the shower house; they have also painted the inside of these facilities and have much more work planned.

### Strategies:

- \*Enforce the current contract regarding maintenance and upkeep of the facility.
- \*Coordinate with Public Lands to maintain the road to the facility.
- \*Work in conjunction with the church to seek assistance in maintenance and operation of the facility, i.e. Friends Group, inmates, etc.
- \*Use facility for department meetings and functions, i.e. Webster Eco-Meet.

## **I. HANDICAPPED ACCESSIBILITY**

Nearly all facilities were constructed many years before standards were developed for handicapped accessibility. Many projects have been undertaken over the years to improve accessibility; but major funding would be needed to make the park truly accessible according to specifications outlined in the Americans with Disabilities Act.

### Objectives:

To ensure that all constituents, regardless of abilities, have access to park facilities and opportunities.

### Strategies:

- \*Remove barriers on existing facilities as funding allows.
- \*Ensure that all new facilities are designed and constructed barrier free.
- \*Provide assistance as needed to enable all constituents to participate in activities.
- \*Review facilities and opportunities on a continuous basis for accessibility.

## **J. REGULATIONS, ENFORCEMENT & SAFETY**

The park manager and the park ranger are Kansas certified law enforcement officers. Each receives 40 hours of continued law enforcement training annually. Their duties include: patrolling the park for public safety, park permit and regulation compliance, fish and wildlife code compliance, and other law enforcement responsibilities. Enforcement activities are increased during the park's high visitation times and adequately meet the public safety needs. In addition to the fulltime law enforcement, a seasonal park ranger is hired during the peak use season to assist with enforcement duties.

Webster State Park has never had a storm shelter but in 2000 a storm warning system was installed. The storm warning system is a centrally located rotating siren that the Rooks County Sheriff's Office can activate when they know of an impending storm. Staff then attempts to notify park visitors of the situation and give them instructions for their safety.

Regular facility and grounds inspections are carried out to identify safety hazards within the park. The public usually plays a role in identifying possible hazards which are then acted on by park staff.

### Objective:

To provide the safest environment possible for those utilizing the state park and its facilities.

### Strategies:

- \*Schedule enforcement personnel to patrol the park, checking for violations and safety problems.
- \*Utilize additional enforcement personnel as needed if use and activities increase.

\*Install a storm shelter in a location than can be used by the majority of visitors utilizing the park and the reservoir.

\*Identify and repair all safety hazards as soon as possible.

## **K. EQUIPMENT**

Webster State Park currently maintain a wide assortment of equipment including vehicles, tractors, riding mowers, two-way radios, numerous power tools and hand tools. Pickup trucks have been replaced regularly through the Department's replacement schedule. Replacement of large trucks and tractors requires legislative approval via the budgeting process. Some of these are in need of replacement but funding has not been available. The budget process is utilized to replace other equipment items as well but when an emergency arises, the park's O&M budget is used. All equipment is utilized for the operations and maintenance of the state park. Table 7 provides an inventory list of equipment at Webster State Park.

### Objective:

Maintain adequate equipment for operational and maintenance efficiency and to ensure employee and patron safety.

### Strategies:

\*Maintain quality equipment by timely replacement.

\*Replace obsolete and worn out equipment as funding becomes available.

\*Ensure maintenance schedules are adequately followed.

## **L. PUBLIC RELATIONS**

Maintaining effective public relations is a high priority for the Department. As with any business, without customers and good customer service you have no business. Mutual understanding and support for area goals and objectives is vital in managing an area for optimal use by the public.

Department education efforts are directed towards a variety of recreational activities and users. As society changes from a rural to an urban setting the demand for outdoor recreational opportunities is increasing. The Department currently emphasizes educational efforts for hunter and furharvester education, aquatic education, boating education, and plant and wildlife education services.

A variety of methods are used by the Department to provide information and education. Weekly news release packages, department web page, email, bimonthly magazine, video and still photography, regulations and informative brochures, special publications, special events and media liaison functions are conducted on a statewide basis. In addition to the previously mentioned, information and education efforts at Webster State Park have included public scooping meetings, various news releases, interpretive programs, educational booths at county fairs, public surveys, spring newsletter and one-on-one communication with area users.

As demand and variety of recreational opportunities increases, information and education efforts will also need to increase. Maintaining public support and providing informative education efforts will always be important. But, there will always be room for improvements.

Objective:

To provide good public relations by ensuring that the public is informed of any and all major management plans and are educated on park issues and events.

Strategies:

- \*Provide an annually updated accurate brochure of the area with map.
- \*Provide a copy of Five Year Management plan for public review.
- \*Allow the public to assist directly with completing area tasks. (Develop workable Friends groups).
- \*Develop a list of volunteer projects to get the public involved.
- \*Maintain interpretive programs providing education of the area's natural resources.

**M. THREATENED AND ENDANGERED SPECIES**

According to a list provided by the Department of the Interior and the State of Kansas, threatened and endangered species have distribution ranges which include north central Kansas. These species include the bald eagle, Eastern spotted skunk, piping and snowy plovers, white-faced Ibis, American and arctic peregrine falcon, whooping crane, Eskimo curlew, least tern, and the prairie falcon. Of the listed species, the bald eagle is the only one to frequent Webster State Park. Up to 80 of these magnificent birds have been observed along the shoreline and perching on dead trees around the park.

Objectives:

To protect and enhance any threatened and endangered species which frequent Webster State Park and to provide the public educational and visual opportunities pertaining to these species.

Strategies:

- \*Obtain funding for Webster State Park Education Center which would include interpretive materials on the threatened and endangered species.
- \*Continue allowing park visitors roadside viewing opportunities of the migrating bald eagles.
- \*Provide large trees along the shoreline as bald eagle perching sites.

**N. MAINTENANCE**

A variety of tasks and activities are associated with the maintenance of Webster State Park. This entails grounds maintenance, facility cleanup and repair, and refuse disposal. Some of these activities have evolved and changed due to use patterns and budget/manpower limitations.

Objective:

To maintain all aspects of the park to the highest standards possible with available manpower and funding.

1. **Grounds** – Various vegetation manipulation activities – mowing, burning, and tree planting – have been utilized in the park. These activities have changed over the years due to management philosophy changes, use patterns, and manpower limitations.

Strategies:

\*Mow only the areas actually needed for public use and safety and for aesthetics around facilities.

\*Develop a native grass management plan incorporating burning and haying for those areas not mowed.

\*Transplant and plant trees and shrubs in and around campgrounds and facilities for aesthetics, screening, shade, and wind protection.

\*Remove and control noxious weeds and undesirable plant species as funding and time allows.

2. **Facility Cleanup and Repair** – Schedules and standards are utilized to maintain the area on a regular basis. Minor and emergency repairs are resolved as they occur. Major repairs are normally handled through the Department's budget process due to their cost.

Strategies:

\*Schedule facility maintenance duties utilizing Department established standards.

\*Utilize a Maintenance Needs List to assess, plan, and complete maintenance needs in the park.

3. **Refuse Collection** – Trash generated by park users and staff is collected in dumpsters and cans located at strategic spots throughout the park. To reduce time needed to collect the trash, dumpsters are placed only in high use area. Park staff operates a 2-ton trash truck and dispose of the trash at the Rooks County Landfill (14 miles from the park).

A 'No Trash Policy' (requiring visitors to pack out what they pack in) was initiated in 1992 at the Goose Flat Area. This has not been popular with park users and caused an increase in maintenance (pickup up trash left behind plus difficulty in pumping pit toilet due to trash in the pits). For this reason a dumpster and a barrel were added in 2000.

Strategies:

\*Continue use of cans at self-pay station trash collection locations.

\*Monitor trash can and dumpster at Goose Flat Area for cost effectiveness.

\*Continue to use dumpsters in place of banks of trash cans.

\*Maintain trash truck and replace when budget allows.

## **O. RESERVOIR LEVEL**

The highs and lows of Webster Reservoir continue to create challenges that most reservoirs do not have to face. In as little as two years, the lake has fluctuated as much 45 feet. Most of the permanent facilities are located above conservation pool. However, as the water levels decreased after 1965, roads, campgrounds, and beaches were installed along the water's edge to satisfy customer demand. Most of these developments were destroyed with the flood waters of 1993 and 1995. With the current low water levels, these developments are being repaired or moved to new locations to continue public access to the waters edge.

Permanent facilities and developments are not affected when the lake is maintained at conservation pool. Strategies agreed upon by the Bureau of Reclamation, U.S. Army Corps of Engineers, and Kansas Department of Wildlife and Parks allow for water levels to be held at 2.3 feet above conservation pool. Because Webster is primarily an irrigation reservoir, this extra water if obtained, allows the lake to finish the irrigation season at or near conservation pool. This extra 2.3 cushion is important because when there is little or no inflow into the reservoir the water levels can greatly decline over a short period of time due to irrigation and evaporation.

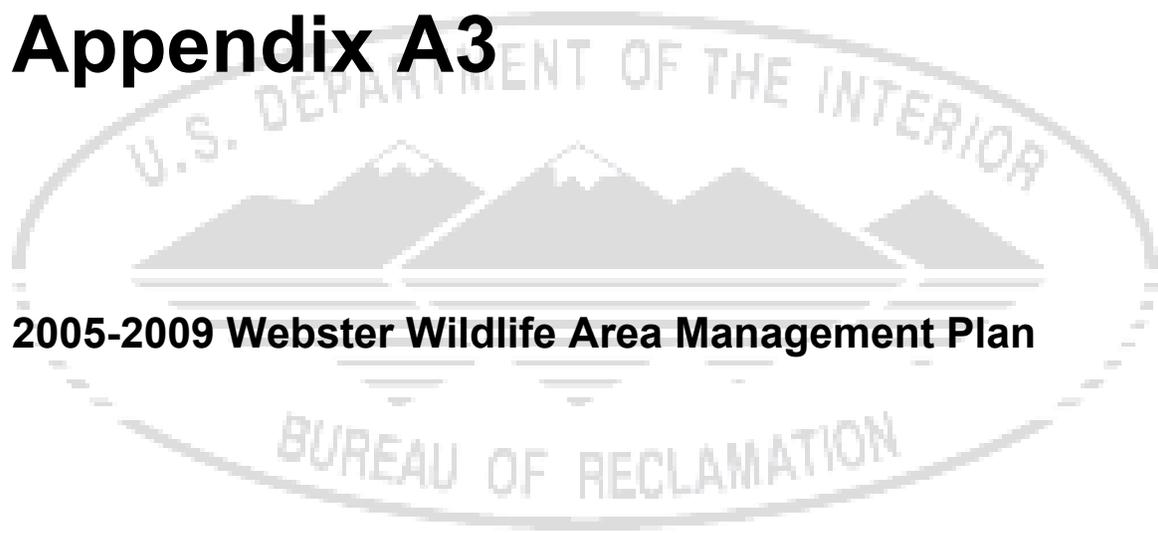
### Objective:

Maintain the highest water level possible without negatively affecting park developments.

### Strategies:

- \*Work with Fish and Wildlife Division personnel to present a mutually acceptable department viewpoint when communicating with federal agencies regarding water levels.
- \*Cooperate with the Bureau of Reclamation in maintaining higher water elevations but communicate damages and risks as they occur.
- \*Encourage that the lake elevation be kept at or below 2.3 feet above conservation pool reducing park facility damage.

# Appendix A3



**2005-2009 Webster Wildlife Area Management Plan**

WEBSTER WILDLIFE AREA

MANAGEMENT PLAN

2005 – 2009

Developed by:

Kansas Department of Wildlife & Parks  
Webster Wildlife Area  
1210 9 Road  
Stockton, KS 67669  
785-425-6775

## TABLE OF CONTANTS

A. INTRODUCTION.....	4
B. GOAL.....	5
C. FACILITIES.....	5
1) Area Office.....	5
2) Restrooms.....	6
3) Kiosks and Signage.....	6
D. AREA ACCESS.....	7
1) Roads and Parking Lots.....	7
2) Boat Ramps.....	8
3) Handicap Accessibility.....	8
E. WILDLIFE MANAGEMENT.....	9
1) Deer.....	9
2) Turkey.....	11
3) Waterfowl.....	12
a. Refuge System.....	12
b. Geese.....	14
c. Ducks.....	15
4) Pheasants.....	16
5) Quail.....	18
6) Furbearers.....	18
7) Non-Game Wildlife.....	18
F. HABITAT MANAGEMENT.....	19
1) Cropland.....	20
2) Rangeland.....	21
a. Prescribed Burning.....	21
b. Haying.....	21
c. Discing.....	22
d. Grazing.....	22
3) Timber.....	23
4) Wetlands.....	24
5) Reservoir.....	24
6) Forbs.....	25
G. SURVEYS.....	26
H. FISHERIES.....	27
I. RECREATION.....	29
1) Hiking and Mountain Bikes.....	29
2) Horseback/ATV riding.....	29
3) Swimming.....	30
4) Boating.....	30
5) Special Events.....	31
6) Shooting Ranges.....	31
7) Wildlife Viewing.....	32
8) Camping.....	33
9) Hunting.....	33

10) Fishing.....	34
J. ARCHEOLOGY/HISTORICAL.....	35
K. REGULATIONS, ENFORCEMENT AND PUBLIC SAFETY.....	35
L. LAND ACQUISITION.....	36
M. PUBLIC RELATIONS.....	36

APPENDIX

Figure 1. Webster water levels from 1957 to 2003.

Figure 2. Webster Reservoir and facilities at elevation 1892.

Figure 3. Webster Reservoir and facilities at elevation 1870.

# WEBSTER WILDLIFE AREA

## A. INTRODUCTION

This plan addresses the natural resource management and associated recreational uses of the Webster Wildlife Area (WEBR). WEBR consists of approximately 9,763 acres of land and water exclusive of the State Park and Bureau of Reclamation (BOR) operation areas. This plan covers the period from January 2005 through December 2009 and provides foresight into future management, agency administration and interdivisional input, and constituent review and comment.

Of the 9,763 acres, 7,540 acres at WEBR and the 264 acre Woodston Wildlife Area are owned by the BOR but operated under a long-term agreement by the Kansas Department of Wildlife and Parks (KDWP). The BOR provides oversight, technical assistance and limited funding for this acreage. The remaining 1,960 acres at WEBR are owned by the State of Kansas.

The area is primarily funded by hunters, anglers, and boaters, which means that the top management priorities are hunting, fishing, and boating. There are other secondary recreational activities that are not funded, but allowed on the area when they do not conflict with the primary purposes of the area.

The most important factor affecting the management of WEBR over the next five years will be the water level of Webster Reservoir. Past high water levels increased fishing, waterfowl numbers and boating use. However, years of average to below average rainfall, reduced base flows from upstream irrigation, watershed conservation measures, and losses from evaporation and irrigation releases result in significant declining water levels (Figure 1). The boom and bust history of water based recreational opportunities could repeat itself under current water use priorities. Recent developments in the sale of irrigation water rights to KDWP at other BOR reservoirs show potential for WEBR.

Another very important factor affecting WEBR is people. People using, enjoying, understanding, and supporting the management of the area are all important to the success of the area. Compromises between users must be made fairly and understood to be in the best interest of the entire area.

WEBR produces abundant wildlife resources annually for an area its' size, but when compared to private property of Kansas these resources are very limited. Wildlife is less productive than fisheries and is much more sensitive to both consumptive and non-consumptive human activities. WEBR can basically be viewed as a property 12 miles long by one mile wide. Wildlife produced in this narrow corridor is generally quickly harvested during seasons or driven off the area until pressure subsides. WEBR cannot provide the opportunities being lost to dwindling private land wildlife habitat. The Wildlife Area cannot meet current hunting demand for Rooks County residents, not to mention the increasing influx of hunters from other counties and states. Therefore, it is imperative that WEBR be managed for optimal game and harvest. One of the greatest

future challenges for WEBR will be balancing human pressure to maximize wildlife resources while providing quality opportunities for constituents, regardless of the water level.

Past management efforts have focused on increasing quality habitat while creating quality hunting and fishing experiences. These efforts will be continued with emphasis being placed on access, increasing the quality and diversity of habitat types, increasing special hunt opportunities, and providing recreational uses commensurate with area wildlife resources.

## B. GOAL

The primary goal for the wildlife area is stated below. Objectives specific to WEBR appear in each section of this plan.

To manage the Area's wildlife recreation, wildlife, habitats, and other natural and historic resources. To provide diverse public recreational opportunities that are compatible with maintaining optimum wildlife populations while preserving the Area's natural and historic resources for future generations within available manpower and budget resources.

## C. FACILITIES

Facilities are primarily oriented around providing primitive use for hunters, anglers and boaters. Facilities available include an area office, gravel roads, parking areas, a few vault toilets, kiosks, a boat ramp, a handicap accessible fishing pier and five camping areas. The area's facilities need to be maintained to the highest possible standards since these are often the most used resources on the area.

### 1) Area Office

The Area Office is located ten miles west and one mile south of Stockton, Kansas. The office is located within the State Park on the north side of the reservoir. Office staff includes personnel to serve all aspects of constituents needs and questions. Staff consists of an Office Assistant, Park Manager, Park Ranger, District Wildlife Biologist, District Fisheries Biologist, and Area Wildlife Manager.

#### Objective:

- 1) Provide an Area Office as a service to constituents.

#### Strategies:

- \* Strive to improve customer service.
- \* Ensure licenses and informational materials are available.
- \* Produce annual newsletters for constituents.

## 2) Restrooms

There are currently four individual steel vault toilets on WEBR and a modern double toilet that is handicap accessible at the Stilling Basin. Future needs for restrooms on the area need to be reviewed. The ADA restroom at the stilling basin is needed and will be maintained. The four metal vault toilets receive minimal use throughout the year. The one at Morel Campground is used during the summer and is part of a motor boat access area. This restroom is scheduled to be upgraded to a modern unisex toilet. The other three metal vault toilets are associated with deer hunting campgrounds. As such, these only receive minimal use. These three toilets should be removed and replaced with one modern unisex toilet. This toilet could be placed south of Brown's Campground in conjunction with the parking lot where the road turns east to go to the river. In seasonal areas, portable toilets are an excellent alternative to constructing permanent facilities.

### Objective:

- 1) Provide clean facilities that meet established needs.

### Strategies:

- \* Replace Morel metal vault toilet with modern unisex toilet.
- \* Remove other three metal vault toilets and replace with a centrally located modern unisex toilet.
- \* Restroom facilities will be cleaned and maintained at least weekly during high use months and more frequently if necessary to keep facilities clean.

## 3) Kiosks and Signage

There are presently five kiosks strategically located on the area. These kiosks provide users information to assist them in enjoying the property while adhering to rules and regulations. The kiosks also consolidate signs and greatly reduce area costs for placement and maintenance of signs. These kiosks need to be present at all major entry points on the area.

Individual signs are important to define boundaries, provide direction, and identify specific areas of regulation enforcement. Signs can also be a source of pollution by the number, type, and condition used on the area.

### Objectives:

- 1) Provide kiosks and individual signs that meet user needs.

### Strategy:

- \* Ensure that relevant information is posted at kiosks.
- \* Ensure that kiosks are maintained to the highest standards.

- \* Utilize individual signs to meet the needs of the area without excessive use and costs.

## D. AREA ACCESS

### 1) Roads and Parking Areas

Webster Wildlife Area is basically configured as an area that is twelve miles long by one mile wide. At conservation level there are approximately seven miles of roads open on the wildlife area (Figure 2). A combination of permanent and seasonal roads is used to satisfy the majority of user needs. The present seven miles of roads provide access within a ¼ to a ½ mile of any given area, direct access to the most popular fishing areas, and ample opportunities for wildlife viewing.

The need and demand for access by roads changes with different water levels. The permanent and seasonal roads presented in Figure 3 will continue to provide access within a ½ mile of a given area despite varying water levels. Shoreline fishing access is most impacted by varying water levels. As the water levels recede, seasonal roads on the south and north sides of the reservoir will be developed to provide access for anglers (Figure 3).

Camping requires roads for access and camping occurs year-round but increases during the hunting seasons. Five permanent campgrounds are established at WEBR.

Hunting requires very few roads and is in fact negatively impacted by road access. Excessive roads in wildlife areas destroy habitat, reduce an area's ability to hold wildlife and contribute to illegal hunting activities. However, road access is very important to handicapped hunters and an area commensurate with demand is provided (Figure 2). Roads in non-hunting areas or along refuge areas generally supply the best opportunities for wildlife viewing.

The road system at the elevation of 1892 provides 6.5 miles of open roads, and 0.5 miles of seasonally accessible roads. As the reservoir declines to the 1870 elevation, the 6.5 miles of roads will remain open and the amount of seasonal roads will increase by 3.5 miles.

There are currently twenty-three parking areas on the area and each can handle an average of six vehicles. Parking areas reduce off road parking and create good safe access for vehicles left unattended on the property for people using the area. Parking will be allowed within a car width beside roadways as long as traffic is not impeded.

#### Objective:

- 1) Provide permanent and seasonal roads at various elevations to provide sufficient user access.

### Strategies:

- \* Implement seasonal roads presented in Figures 2 and 3 according to water levels.
- \* Open seasonal roads from March 1<sup>st</sup> through October 31<sup>st</sup>.
- \* Ensure that all roads and parking lots are mowed and graded as needed.

## 2) Boat Ramps

Webster reservoir has four boat ramps. One ramp is located on the Wildlife Area and three in the State Park. The Wildlife Area ramp is located in Morel Campground, is a narrow single-lane ramp installed in a shallow cove. The Morel ramp is only functional when the reservoir is within five feet of conservation level.

The primary ramps used by fishermen, hunters and boaters remain the ramps located in the State Park. These ramps are usable at various lake elevations and are sufficient in meeting the demands of WEBR users.

### Objective:

- 1) Maintain Morel boat ramp when lake elevations permit use.

### Strategies:

- \* Maintain boat ramp to the highest standards to provide easy and convenient public use.
- \* Ensure proper operation of Morel solar light.
- \* Install Morel courtesy dock when water levels permit.
- \* Maintain pathway clear of trees from ramp to reservoir.
- \* Post maps at kiosks showing locations of all boat ramps.

## 3) Handicap Accessibility

The Department has made Handicap Accessibility a top priority and American Disabilities Act (ADA) requirements are addressed with all new construction. Funding from the BOR has been and will be instrumental in meeting this priority. One such project funded by the BOR was the construction of an ADA double vault toilet and fishing pier at the stilling basin.

Another ADA project on the area is the special disabilities hunting area. This project was initiated in the fall of 1993 and to date has received use from several physically challenged individuals each year. In this area, qualified individuals are permitted to use vehicles to assist in their hunting efforts.

Furthermore, the Morel boat ramp facilities were upgraded in 2000. An ADA courtesy dock will be utilized when water levels permit.

### Objective:

- 1) Ensure present and future facilities meet ADA specifications.

### Strategies:

- \* Utilize BOR funding to complete ADA projects.
- \* Consult ADA requirements when doing new construction or renovating existing facilities.
- \* Continue the Special Disabilities Hunting Area and provide special opportunities as needs arise.
- \* Modify four vault toilets to ADA specifications or replace with new unisex toilets.

## E. WILDLIFE MANAGEMENT

### 1) Deer

Whitetails predominate on WEBR with only a few mule deer on the area. The number of deer and hunters fluctuate inversely with water levels. In the 1970's and 1980's the reservoir averaged 26.5 feet below conservation. Data from mandatory report cards used from 1978 to 1988 showed that along with the increase in deer habitat and the deer herd, hunting pressure also increased. The average number of hunters per year during this period was 217. These hunters harvested an average of 65 deer per year for an average harvest rate of 30%. During this period of low water levels there was an average of 8,154 acres of land to hunt. This equates to one hunter for every 38 acres.

Following the high water events of 1993 and 1995, the reservoir remained within 2 feet of conservation level until 2000. Surveys of deer hunters from 1996 to 2000 recorded an average of 65 hunters per year which harvested 35 deer each year for a harvest rate of 54%. During this period of high water there was less habitat, 5,926 acres on average, with fewer hunters, there was one hunter for every 91 acres.

Since 2000 the reservoir level has declined. From 2001 through 2003 the yearly average of available habitat has decreased to 7,081 acres. The average number of hunters has increased to 79, with 44 deer harvested yearly for an average success rate of 57%. This period of time averaged one hunter for every 90 acres.

A general trend can be seen from these three time periods. In the 70 and 80's there was more habitat and hunters. When the water level increased, the amount of habitat and number of hunters declined. In the past few years the reservoir has declined and the habitat has increased. The number of hunters has not risen to past densities but is showing increases as expansion occurs into the new habitat.

Hunting pressure also varies for particular seasons. In 2003, 79 hunters harvested 28 deer. Of these, 59 were rifle hunters that harvested 24 deer, 16 were archery hunters

harvesting 3 deer, and four were muzzle loader hunters harvesting one deer. A similar trend for types of hunters and seasons exists for all years.

Hunting pressure for deer on WEBR is high during the rifle season, moderate during the archery season, and low in the muzzle loader season. Nearly all the rifle hunters are present on the area from the opening Wednesday through Sunday of the first week of season. After that first weekend few hunters are on the area. Archery hunters generally hunt the area on weekends, primarily during the rut. Muzzle loader hunters are few in number and scattered throughout the season.

Spotlight surveys for deer were started in 1993. These surveys are used to monitor trends in the herd population and composition. These yearly surveys indicate that the deer population has remained fairly constant from 1993 to 2003. An average of 59 deer was seen per survey. The average composition of the herd was 10% mature bucks, 15% adult bucks, 52% does and a 4:1 doe/buck ratio. Note that these surveys were started after the reservoir level had increased to near conservation level. Herd size and composition will continue to be monitored as water levels recede.

Deer data at WEBR supports the knowledge that as the reservoir level declines the amount of deer habitat increases. With this increase in habitat will follow an increase in the number of deer and likely the number of hunters. The size, sex ratio and relative age of this deer herd is not dependent on habitat but rather the type and number of permits issued for any given year and the resulting hunting pressure. Also, hunter success is dependent on these same factors. One current method of influencing the quality of a hunt is to control vehicular access during hunting seasons. Walk in hunting is allowed on the entire area except the Refuge and Park. The only other current means of maintaining the deer herd at desirable levels on WEBR is the regulation of not permitting Game Tags on the area. Another method to improve quality not currently employed would be to have the ability to regulate the number and type of deer permits issued for WEBR.

#### Objectives:

- 1) Maintain a population represented in spotlight surveys of 15% mature bucks, 20% adult bucks and a doe:buck ratio of 3:1.

#### Strategies

- \* Develop and present programs on deer management to civic groups within sixty mile radius.
- \* Continue policy of not allowing Game Tags on Public Lands.
- \* Control vehicular access to certain deer habitat to allow escape and provide quality hunting experiences.
- \* Consider managing the type and number of deer permits issued on WEBR.
- \* Conduct opening day and weekend surveys to record hunter numbers and success.
- \* Conduct spotlight surveys to record trends in population size and composition.
- \* Allow natural succession to re-establish timbered areas as water levels permit.

## 2) Turkey

Rio Grande turkeys were re-introduced to WEBR in the late 1970's. Past records indicate that the area supported over 100 birds from 1979 to 1992, with numbers peaking in 1984 – 85. A survey conducted through the 1988 spring season showed that 56 hunters were on the area and that they harvested 34 birds.

Turkey numbers began to decline on WEBR and the surrounding area after 1985. Primarily a reduction in brood success and possibly an increase in hunting pressure contributed to this decline. The implementation of a two bird bag limit in 1991 substantially increased pressure on the already declining population at WEBR. Then the high water events of 1993 and 1995 further hindered turkey numbers by reducing the amount of available habitat at WEBR. In 1996 the two bird bag limit was reversed and the limit was set at one bird per season.

Hunter surveys taken on the opening day of the spring seasons from 1997 to 2003 have recorded an average of ten hunters. While the bag limit had been changed to one bird, the reduction in habitat at WEBR due to high water and resulting fewer birds had these hunters harvesting only two birds for a 20% success rate. As indicated from these surveys, hunters have sought other locations to hunt turkeys where there is less competition from other hunters and the possibility of success is higher. The trend is for all of these hunters to be on the area the opening week of the season. This results in a period of high hunting pressure, low success rate, and a reduction in the quality of the hunt. The majority of the harvest occurs at this time and the remaining birds become scattered and leery. As the season continues the turkeys tend to settle down as pressure subsides. Hunts later in the spring season may produce a higher quality experience.

Fall archery and firearms seasons for turkeys were initiated in 1979 and 1981, respectively. Turkeys are present on WEBR in the fall generally until the pheasant opener. At which time the majority of birds are pushed onto private land. The turkeys then spend the winter on surrounding private land and return to WEBR in the spring. Neither the fall archery or firearms season receive as much pressure as the spring season at WEBR. Hunters may find birds on the area during these fall seasons and have the opportunity to experience a quality hunt.

The Rio Grande turkey is very adaptable but prefers open bottomland near riparian areas as its primary habitat. As the reservoir recedes, farming operations will be used to control succession in specific areas. This will be done to establish suitable strutting, nesting, and brood rearing habitat for turkeys.

Efforts to improve the population and hunting opportunities of turkeys at WEBR will require a continuation of the one bird limit for the spring season. The one bird limit does not limit the possible number of birds harvested but does distribute hunting opportunities among more hunters. To improve the quality of the hunts on WEBR would require additional regulations. One possible alternative would be the regulating the number of

hunters on the area during the first two weeks of the spring season. This would reduce pressure on the birds, reduce competition among hunters, increase the quality of hunts, and potentially increase the total harvest over the course of the entire season. This could be done for all of WEBR or on designated portions of the area. Fall seasons are currently the best opportunity for hunters to experience a quality hunt on the area.

Objective:

- 1) Develop a spring flock of 100 – 150 turkeys.

Strategies:

- \* Continue opening day surveys to record hunter numbers and success.
- \* Conduct brood surveys to evaluate production.
- \* Provide quality nesting and brooding areas in conjunction with agricultural activities.
- \* Support regulations for one bird bag limit in Northwest Kansas.
- \* Consider regulating the number of hunters or the areas that can be hunted during the first two weeks of the spring season.
- \* Promote fall seasons.

- 3) Waterfowl

Few waterfowl are produced on the area and therefore need only be attracted to WEBR. Once on the area, maintaining their presence is important to provide quality hunting. When birds move off due to weather, hunting pressure, or other factors, additional flights can renew the hunting opportunities. Unlike waterfowl, other species produced on the area are limited and can not be renewed during the season for additional opportunities.

Managing waterfowl on WEBR is a high priority because it is only on and around these large water bodies where these hunting opportunities can be provided. Opportunities for other species are important but are also more available in the surrounding private lands and WIHA areas.

- a. Refuge System

The key to a good waterfowl population providing maximum hunting opportunities on an area is a good refuge. Refuges must be large enough to provide security and yet small enough to allow hunters good opportunities. Refuges should also minimize impacts to other users and still maintain their importance during times when waterfowl can be retained on an area. Utilizing perimeter areas of refuges for special draw hunts, where controlled pressure can allow a few good hunts without sacrificing the refuges purpose, make a refuge all that more additive to hunter opportunities.

A refuge system was initiated at WEBR in 1991, primarily for Canada geese, to increase hunting opportunities and promote wildlife viewing. Modifications to the refuge in 1992

and 1997 were necessary due to changing water levels. The current refuge provides waterfowl an area free from hunting and human disturbance while minimizing conflicts with anglers. Current refuge dates are October 1 through March 1 for the “No Hunting” zone and November 1 through March 1 for the “No Activity” zone. Consideration is being given to change the March 1 date to correspond with the closing date of the dark goose season to improve late winter fishing access sooner. If water levels continue to recede, further refuge modifications may be necessary.

Data from bimonthly waterfowl surveys from 1983 to 1990(Pre-refuge) recorded an annual average of 4,000 ducks and 1,200 geese present at WEBR from September through January. The average peak numbers for this same period was 12,900 ducks and 5,300 geese. Waterfowl numbers recorded from 1997 to 2003(Post-refuge) have shown significant increases in the yearly averages for ducks and geese, 7,200 and 3,100 respectively. Average peak numbers also have increased significantly to 20,600 ducks and 7,300 geese.

While these increases can be partially attributed to the refuge, factors such as the increased population trends in the Central Flyway, and higher water levels have also positively influenced the number of waterfowl using WEBR. Higher water levels provide more acres of shoreline habitat and flooded timber for waterfowl use.

However, more recent data from the 2003/ 04 surveys showed goose numbers were even higher with an average of 7,100 geese and a peak at 21,000, despite the water level being 22 feet below conservation level, while duck numbers continued to decline. This may indicate the refuge is more critical for retaining geese than ducks. As the water levels decline, waterfowl surveys will be used to further evaluate the effectiveness of the refuge.

Another very significant benefit from increased waterfowl use on the area has been wildlife watching. Larger concentrations of ducks and geese have also attracted large numbers of eagles, up to sixty on the refuge at once. Eagle nesting activity has also been occurring the past few years. Wildlife watching activity has increased around the refuge on WEBR and in the State Park.

## b. Geese

Canada geese are the primary goose species occurring at WEBR. Occasional snow and white-fronted geese are present on the area. Historically only migrant geese visited WEBR but in the early 90's geese were relocated from Colorado to establish a naturally producing population and to help attract more birds in the fall. The resident population became well established to the point of being problematic in the Park. Feeding and loafing areas away from the park were established and are now maintained to minimize the problem. At one point geese were trapped and relocated to reduce the problem, and will be removed again if problems develop in the Park. Park patrons enjoy the geese while anglers tire quickly of their excessive use of mutual areas.

Previous data in the refuge section showed goose use at WEBR has continued to increase, even with reservoir water level declines. Geese basically use the reservoir as a loafing

area and adjacent private lands for feeding. Geese are less tied to area row crop production than mallard ducks, because of their affinity for the green browse of winter wheat fields. Most goose hunting occurs on private land. Consistent good goose hunting rarely occurs on WEBR due to smaller crop field size and higher hunting pressure. The addition of Walk-In-Hunting-Areas (WHIA) targeted for goose hunting have increased public hunting opportunities for geese.

In 1997, with increased geese on the area, the first special draw goose hunts were started in areas previously closed to hunting to provide a quality opportunity on public land. Initially twelve hunts were drawn from applicants for a pit blind located on the edge of the refuge in the wildlife area, Figure 3. Additional pit blinds were installed to expand the program and in 2003/04, 26 special goose hunts were provided.

Continued emphasis will be placed on managing geese, primarily by maintaining and monitoring a good refuge. Additional hunting goose hunting opportunities will need to come from more goose WIHA areas and the private land sector.

#### Objectives:

- 1) Maintain a resident flock of 300 Canada geese on the Wildlife Area.
- 2) Maintain the average number of geese at WEBR at 5,000/survey from November to February.
- 3) Provide 30 special goose hunts per year.

#### Strategies

- \* Evaluate refuge effectiveness on attracting and retaining goose numbers.
- \* Continue bimonthly waterfowl surveys.
- \* Provide and enhance special draw hunting opportunities.
- \* Maintain and develop year round loafing areas outside the State Park.
- \* Utilize hazing and relocation methods to deal with nuisance geese in the State Park.
- \* Manipulate shorelines to provide adequate undisturbed loafing areas.
- \* Maximize benefits while minimizing impacts to other area uses.

### **c. Ducks**

Many species of ducks use WEBR. Wood ducks are the primary duck nesters while others are only visitors. Early season puddler species prefer flooded shoreline habitat to loaf and feed while the divers like the large open expanse of the reservoir. Later in the fall, from November through January the survey counts are made up of almost exclusively of mallards. Mallards later in the season mostly use the reservoir as a refuge and along with geese keep a water source open while foraging primarily on private lands. Mallards, unlike geese, are almost exclusively tied to waste grain from row crops. Yearly numbers of ducks fluctuate with water levels, hunting pressure, winter weather

conditions, Central Flyway population trends, and the quantity of waste grain left from area field fields.

Reservoir duck hunting from the shoreline is difficult. First of all, ducks only use very select shoreline areas that are good for loafing away from high waves and hunter disturbance. Duck retrieval is also tough in many locations, even with a good dog. Good shoreline duck hunting areas are at a premium and generally in use by hunters when conditions are good.

Most reservoir duck hunting occurs from boat blinds, but these too are limited in location for good success. A few locals utilize areas extensively but a large increase of out of state hunters was present until recent significant declines in water levels, eliminated blind sites and crowded hunters.

A floating/land special draw hunting blind was initiated in 2000. The blind was located and intended to primarily harvest ducks. Five special hunts for the general public and three special hunts for youths were offered in 2000. Three youth and three open hunts were offered in 2001. Nine open hunts were offered in 2002 and again in 2003.

Continued emphasis will be placed on managing ducks at WEBR. While the number of ducks attracted and retained on the area can be influenced by the same management practices as outlined in the goose section, water levels will be the greatest influence on the number of ducks and duck hunters that utilize WEBR.

#### Objectives:

- 1) Attain a winter mallard population of 10,000 ducks/survey from October to December.
- 2) Provide 10 special hunts per year targeted for ducks.

#### Strategies:

- \* Evaluate refuge effectiveness on attracting and retaining duck numbers.
- \* Continue bi-monthly waterfowl surveys to monitor population trends.
- \* Use floating/land blind for special hunts and seek additional hunting sites.
- \* Manipulate shorelines to provide good loafing areas.

#### 4) Pheasants

Pheasant hunting is the second most frequent hunting activity that occurs directly on WEBR. From 1994 to 2003, an average of 46 pheasant hunters were recorded on opening weekends while an average of 71 deer hunters were recorded for all deer seasons during the same time period. When the water levels declined in the early 1970's and early vegetation succession occurred, pheasants probably reached their highest levels on the area. As low water conditions continued through the 1980's, large areas of timber became established and pheasant habitat and populations on the area declined.

Agricultural activities on WEBR are intended to improve pheasant populations. Crops are used to maintain an early succession of plants and food plots for winter survival. Forbs, legumes and native grasses are used for nesting and brood cover. Of all these plant communities, annual forbs such as kochia and sunflowers are probably the most crucial to good populations.

The majority of pheasants at WEBR are produced on the area. Migration onto the area from private land that surrounds the wildlife area occurs but has diminished with the quality of habitat available on private land. Pheasants from neighboring CRP fields do move onto the area as hunting pressure subsides later in the season. Movement of pheasants to and from the area and surrounding properties is driven by hunting pressure. Heavy hunting pressure, whether on private or public land, moves pheasants to areas with less pressure.

The best trend data for pheasants at WEBR is from the surveys of opening day hunters and their success from 1994 to 2003. While these surveys are limited they have recorded that the number of hunters and success has remained fairly constant. During this period, an average of 46 hunters per year has been recorded on the area. These hunters have harvested 24 birds yearly for an average success rate of 0.5 birds per hunter.

The amount of upland cropland and its management are the main areas where impacts can be made. Forbs, such as annual broadleaf weeds, are critical to the enhancement of pheasant numbers. Agricultural activities are optimized for pheasants on the assumption they are also equally beneficial to other game species on the area

The number of pheasants on WEBR does not meet expectations or demands placed on the population by hunters. The majority of pheasants are harvested the first weekend of the season which results in lower success rates and ultimately fewer hunters using the area in the later stages of the season.

#### Objectives:

- 1) Provide a minimum of 400 acres of early successional vegetation and legumes for pheasant nesting and brooding.
- 2) Provide hunters with an average harvest of 1.0 bird per hunter throughout the season.

#### Strategies:

- \* Utilize crops to provide early successional plants and food plots
- \* Utilize strip disking to promote growth of broad-leafed forbs.
- \* Conduct opening day surveys to record hunter numbers and success.
- \* Consider options to optimize the number of hunters and harvest throughout season.

## 5) Quail

Quail numbers are typically low on WEBR. The area is on the fringe of the quail's range. Quail populations fluctuate widely due to periods of severe weather and recovery is generally slow due to losses of brood stock. Even when present the number of quail on the area rarely meets the demands of hunters' expectations.

When environmental conditions are favorable for quail, fair numbers of birds can be found on the area. Quail can provide an additional hunting opportunity to those that are primarily pursuing pheasants.

### Objective:

- 1) Provide 50 man-days of quail hunting annually.

### Strategy:

- \* Consider quail when implementing pheasant management practices.

## 6) Furbearers:

A wide variety of furbearer species are commonly found on WEBR. Populations of raccoon, coyote, bobcat, badger, striped skunk and opossum remain fairly constant. Populations of other species such as beaver, mink, weasel and muskrat fluctuate with increasing and decreasing water levels.

There is little data available on population densities for furbearers on WEBR. Population densities are directly related to environmental factors, fur prices and hunting pressure. During the 2003-04 trapping season, twelve trappers brought 50 bobcats to be tagged at Webster. While all the bobcats except one were taken in Rooks and Graham counties, all reported trapping on private land. Overall, the number of furbearers on the area meets the demands of hunting and wildlife viewing.

### Objective:

- 1) Include furbearer habitats in management practices for other wildlife species.

### Strategy:

- \* Protect den sites and runs.

## 7) Non-Game Wildlife

Non-game species are important on WEBR and benefit primarily from wildlife management practices for game species. Non-game birds and amphibians are excellent

indicators of habitat quality. A high abundance of non-game species present on an area is an indication of an overall healthy environment.

Most notable of the non-game species has been the rise in the number of Bald Eagles wintering at Webster. Since 2000, an average of 37 eagles have been on the area from November to February each year and peaked in 2002 with 64. While the overall population of Bald Eagles in the United States has risen in past years, migration to and wintering at Webster corresponds directly to increases in waterfowl recorded at Webster Reservoir.

In 2003 a pair of Bald Eagles constructed a nest in a cottonwood tree below the dam. The pair tended the nest but apparently did not lay eggs. A pair returned in 2004 and continued to tend the nest. Again the pair apparently did not lay eggs. The site will be monitored in coming years for a successful nesting.

Non-game species on WEBR are numerous and include birds, mammals, amphibians, reptiles and invertebrates. The number of non-game species on WEBR meets the demands of wildlife viewing.

#### Objective:

- 1) Increase public knowledge of the variety and importance of non-game species.

#### Strategy:

- \* Include non-game topics when speaking with civic groups and personal contacts.
- \* Monitor for successful Bald Eagle nesting.

## F. HABITAT MANAGEMENT

Habitat management is necessary for maintaining and producing optimal or prime habitat that is crucial for producing viable populations at WEBR. Both game and non-game species benefit from properly performed habitat management. Habitats are generally managed for optimal conditions on public lands and support good wildlife populations. The greatest challenge to management derives from the heavy pressure and associated problems associated with high user demands. General habitat types are categorized as cropland, rangeland, timber/riparian, wetlands and reservoir. Each habitat type requires various management strategies in order to optimize the diversity and productiveness for different species.

Croplands are managed to provide supplemental food, nesting and brooding areas, and winter cover. When the reservoir was at a near all time low in 1991, 1,160 acres were available for production. As the reservoir levels rose in 1993 and again in 1995, cropland acreage was lost. When the reservoir is at conservation pool there are 733 acres of cropland. The reservoir is presently 21 feet below conservation pool with 1,076 acres of total cropland (11%).

Rangeland is the largest terrestrial habitat on the area. Total acreage is approximately 3,500 acres (37%) and consists of both warm and cool season grasses, annual and perennial forbs and scattered trees and shrubs. Included within these 3,500 acres of rangeland is 320 acres of CRP warm season grasses.

The second largest terrestrial habitat on WEBR is timber/riparian areas. Timber/riparian areas vary with water levels and presently account for approximately 3,170 acres (33%). The predominate species on WEBR is cottonwood. Other species present are willows, hackberry, osage orange, ash, locust, Russian olive and Eastern red cedars. There are few mast producing trees (i.e. walnut and oak).

Wetlands existing on WEBR are dependent on fluctuating water levels. At low water conditions, an area is a crop field; at intermediate reservoir levels, the area is a wetland; and at conservation pool or above, the area is part of the reservoir.

When the reservoir is at conservation pool there are 3,766 surface acres and is the largest habitat (40%). At 21 feet below conservation level there are only 1754 surface acres and represents 18% of the area. In 1971 and 1991 the reservoir reached all-time lows with only 651 and 787 surface acres respectively. Since the high inflows of 1993 to 2000 the reservoir had been held at or over conservation pool with at least 3,700 surface acres for recreational and wildlife use. Since 2000, a combination of reduced inflows and yearly irrigation releases has resulted in lowering the reservoir level. Environmental factors and irrigation discharges will dictate future water levels.

## 1) CROPLAND

The total number of cropland acres at WEBR varies from 1,160 to 733 with reservoir levels. Agricultural activities are implemented so as to create beneficial habitat for various wildlife species. Funds are generated from ag activities but are only a by-product of wildlife management and should not be considered as a major funding source.

Practices are aimed at sustainable agricultural management. Tillage is used to control undesirable and noxious weeds. Crops are rotated to promote soil fertility, disease resistance, and to decrease erosion. Present crop rotations allow for the early successional growth of annual weeds, which are valuable for upland wildlife species, maintain supplemental winter food supplies for wildlife species and provide legumes for nesting and brooding areas.

Common types of crops planted include wheat, milo, cane and alfalfa. Other crop types include corn, sunflowers, millet and other legumes.

### Objectives:

- 1) Utilize sustainable agriculture practices to produce beneficial habitat for all wildlife species.

- 2) Promote beneficial annual forb production.
- 3) Provide adequate supplemental food supplies for wildlife.
- 4) Maintain the highest standard of land stewardship.
- 5) Contain and control noxious weed problems.

Strategies:

- \* Utilize chemical and mechanical methods to control Canada thistle and Johnson grass.
- \* Use mechanical and limited chemical methods to control musk thistle.
- \* Utilize strip disking and farming practices to promote beneficial annual forbs.
- \* Comply with all NRCS standards for land stewardship.

## 2) RANGELAND

Webster Wildlife Area is geographically located in the mixed-short grass prairie region. Rangeland encompasses approximately 3,500 acres of the area and of which 320 acres are CRP warm season grasses and approximately 100 acres of smooth brome.

Methods for managing rangeland and native prairie include, but not limited to, are prescribed burning, haying, disking and grazing. Burning and haying have been the methods used in the past at WEBR.

### a. Prescribed Burning

Prescribed burning is an efficient and economical way of maintaining and improving native species and controlling non-desirable and invading vegetation. Burning done in a timely manner can increase native wildlife food resources and habitat dramatically.

The timing of a burn depends on the results that are sought, whether to specifically promote or discourage a particular plant or plant community. In order to improve the area flora it is imperative that a concise burn plan be implemented. A wildfire that resulted from a control burn in 1999 re-emphasized the need for proper equipment, training and planning.

The lack of controlled burns in the past has resulted in the invasion of Eastern Red Cedars throughout the grasslands of Webster. Cedars degrade a grasslands quality and decrease all wildlife species dependent on this habitat for survival. Control burns will be used to control cedars and improve grassland quality. Supplemental control of cedars will be accomplished by chainsaw and mowing when burning is not possible or timely.

Objective:

- 1) Utilize prescribed burning on 200-300 acres annually to enhance wildlife habitat.
- 2) Control invasion of Eastern Red Cedars.

### Strategies:

- \* Develop a burn plan for WEBR.
- \* Ensure that members of burn teams are properly trained and informed.
- \* Conduct burns in a safe and timely manner.
- \* Conduct burns in accordance to burn plans.
- \* Maintain and develop additional firebreaks.
- \* Utilize inmates and seasonal labor to control cedars.

### b. Haying

Haying slows the invasion of woody species, creates an edge effect when done in strips, promotes a little annual weed growth, provides grass stimulation, and furnishes some monetary income. Haying should only be done in strips on a rational basis and only after all bird nesting is complete.

### Objective:

- 1) Utilize haying on 40 acres annually to improve wildlife habitat.

### Strategies:

- \* Use haying in conjunction with disking to maintain firebreaks.
- \* Ensure haying occurs in a timely manner so as not to disrupt nesting.

### c. Disking

Disking native prairie or smooth brome is a simple method for improving wildlife habitat. While disking benefits both types of grassland, this practice is generally used to break up solid strands of smooth brome. Disking strips of grassland early in the spring sets back the succession of a grassland community and promotes the growth of broad-leafed plants that are beneficial to wildlife. Disking is also used to maintain and develop firebreaks.

Since 1998, approximately 50 acres of smooth brome has been disked by the dam and eight miles of firebreaks have been developed on the area. The firebreaks are a 20-foot wide disc strip. Future plans are to incorporate an additional 20-foot strip beside all present and future firebreaks. When these double strips are established, one strip will be worked and kept clear of vegetation to be used as a firebreak while the other will be worked early in the spring to be used as a broadleaf/foodplot strip. The function of the strips will be alternated yearly.

### Objective:

- 1) Disc 50 acres/year in strategic locations providing additional wildlife habitat and firebreaks.

### Strategies:

- \* Continue disking within solid stands of smooth brome.
- \* Incorporate disking strips in native grasslands.
- \* Develop and maintain disc strips for weed strips and firebreaks.
- \* Alternate use of disc strips yearly.
- \* Ensure that areas are in accordance with NRCS standards.
- \* Develop disking plan for the area.

### d. Grazing

Grazing native prairie or smooth brome is another method for improving wildlife habitat. Grazing in early spring with an “Early Intensive Stocking” (EIS) system can remove large amounts of detritus material and open up the ground. This permits sunlight and moisture to reach native grasses and annual broad-leaved plants. To date no grazing has been done on native prairie or smooth brome at WEBR.

### Objective:

- 1) Utilize grazing on 200 acres/year to promote and improve wildlife habitat.

### Strategies:

- \* Evaluate grasslands for areas suitable for grazing.
- \* Develop specific standards and plan for grazing at WEBR.

### 3) TIMBER

There are approximately 1,500 acres of timber/riparian at WEBR. Cottonwoods are the predominate tree on the area. Most noticeably lacking on the area are mast-producing trees (i.e. walnut and oak).

The high waters of 1993 and 1995 inundated nearly five thousand acres of terrestrial habitat. Of this acreage, some was cropland and rangeland but the majority was timber/riparian areas. Trees that had existed since the early 1970's were flooded and killed. As the water level was lowered after 1995, seedlings of cottonwoods and willows have sprouted along the newly exposed shorelines. The current timber management strategy is to permit the timber/riparian areas to reseed naturally as water levels recede.

The presence of thousands of dead trees from the high water events of 1993 and 1995 presents obvious challenges to the current and future management of WEBR, particularly as water levels recede. How many of the dead trees should be removed and which method to be used is being evaluated. Clearing dead trees with a bulldozer may be an option on some small areas but would be economically infeasible to do on the entire area.

In 2003, the BOR provided \$10,000 to Webster Wildlife Area and State Park to hire a contractor to clear specific sites of dead timber. The purpose of this project was to utilize a bulldozer to clear sites and develop firebreaks. These clearings and firebreaks will be used to permit the more feasible treatment and control of Canada thistle.

The least costly and most practical method of removing dead trees is burning. This fuel can consist of either fallen trees and/or dry vegetative growth from annual forbs. The timing of a burn must also be such so as to remove the dead trees but yet not promote the germination of noxious weeds (i.e. Canada thistle). The fire breaks created with the BOR project will help facilitate control burns. Substantial firebreaks and burn plans will be required before for any burns are conducted at WEBR.

#### Objectives:

- 1) Manage stands of timber with known principles.

#### Strategies:

- \* Monitor new growth of cottonwood and willow seedlings.
- \* Transplant seedlings to areas where no natural seeding is occurring.
- \* Allow natural expansion of trees in former riparian areas.
- \* Continue expansion of firebreaks.
- \* Conduct controlled burns to remove dead timber.
- \* Pursue additional BOR funding to continue dead timber removal.

#### 4) WETLANDS

Wetlands at WEBR consist primarily of shallow water areas along the shoreline of the reservoir. Wetlands areas are highly dependent on reservoir levels. During high water levels an area may be part of the reservoir; at moderate water levels the area may be a wetland; and at low water levels the area may be cropland, timber or rangeland.

Wetlands play a vital role in maintaining stream quality and providing wildlife habitat. Stream quality is improved by the fact that dissolved nutrients derived from fertilizers, pesticides and other contaminants are extracted by aquatic vegetation and organisms within the wetland.

#### Objective:

- 1) Maintain wetlands to provide wildlife habitat and stream, water quality.

#### Strategies:

- \* Identify wetland areas in conjunction with varying water levels.
- \* Investigate feasibility of using a levee plow on selected areas to produce manageable wetland areas.

## 5) RESERVOIR

The dam of Webster Reservoir was completed in 1956. Since that time, water levels have fluctuated greatly. By the end of 1957 the reservoir was full. Also in 1957, the organization of the Webster Irrigation District No. 4 was completed. The Irrigation District serves approximately 8,500 acres of cropland between Woodston and Osborne. The reservoir stayed at or near conservation level only until the early 1960's. From that time through 1992 the reservoir varied between 20 to 30 feet below conservation level. The reservoir declined due to insufficient inflows from the South Fork Solomon River above the reservoir and irrigation discharges. Reductions in stream flow were due to below average precipitation, the implementation of watershed conservation practices that reduce runoff and the use of underground water for irrigation. The high water events of 1993 and 1995 returned the reservoir to or above conservation level. From 1995 to 2000, sufficient rainfall occurred to maintain the reservoir near conservation level. Drought conditions during the summers of 2002 and 2003, minimal spring recharge and continued irrigation discharges had left the reservoir 21 feet below conservation by the end of the 2003 irrigation season.

During years of normal and below normal rainfall, the inflow into the reservoir does not compensate for losses of water due to evaporation and irrigation discharges. As a result, water levels decline. Only during years of above average rainfall are water levels maintained or increased in the reservoir. Years of normal rainfall and years of rainfall above and below average are evident at Webster. Only years with above average rainfall or cessation of irrigation releases will stop the decline in water levels.

In 1998, the staff of the Webster Area Office solicited input from the Kansas Water Office and the BOR concerning the possibility of Webster Reservoir storing water above the conservation level. A water level management plan for Webster Reservoir was then developed, proposed and implemented. The plan permits the reservoir to rise to five percent into flood pool whenever possible. This recharge occurs whenever inflows are sufficient to do so. The positive impacts associated with this plan include: 1) provides a buffer against the effects of irrigation withdrawals; 2) increases productivity of the aquatic environment thereby enhancing the fishery resource; 3) optimizes the economic benefits associated with the sport fishery; 4) increases visitation at the State Park; and 5) increases the ease and usability of Webster Reservoir boat ramps. The negative impacts associated with this plan include: 1) loss of terrestrial, riparian and wetland acreage; and 2) expanding range of Canada thistle.

The large fluctuations in water levels complicate the management of WEBR. Facilities, agricultural activities, habitat management, recreational activities and wildlife are all affected by changing water levels. Ideally, the reservoir would remain at conservation pool and thus keep the totals of land and surface acreage constant; unfortunately that luxury does not exist at WEBR.

Objective:

- 1) Maintain the water level as close to conservation pool as possible.

Strategies:

- \* Purchase a portion of the water rights from the irrigation district when and if they are willing to sell.
- \* Establish a minimum pool at the 1885-foot elevation.

## 6) FORBS

Annual and perennial forbs are an important element of habitat management. Many annual forbs that are considered “weeds” by the private sector are extremely beneficial and desirable in terms of wildlife management. Annual forbs such as Kochia, giant ragweed and native sunflowers provide valuable winter food reserves for both game and non-game species. As mentioned earlier in the section on “Disking”, disking an area early in the spring promotes these annual forbs and is cost effective. Other areas in which annual forb production occurs on WEBR are on exposed shorelines as water levels recede and in fallow cropfields.

Not all the forbs that are found on WEBR are desirable. Johnson grass, musk thistle, and Canada thistle are three perennials that are listed as noxious weeds. Johnson grass is a perennial grass that is limited to small areas on the west end of WEBR. Chemical control and seeding of native grasses are the present methods of controlling Johnson grass. Musk thistle can occur anywhere on WEBR. However, it occurs in such small numbers that hand digging is the primary method of control. Canada thistle can occur anywhere on the property and poses the greatest noxious weed problem.

While Canada thistle can occur anywhere on the property it is generally restricted to moist soil along the shoreline and in feeder creeks and draws. The primary method of controlling Canada thistle is chemical application. Another method of controlling Canada thistle is interseeding an infested area with native grasses that out-compete the thistle. Large fluctuations in water levels, thus changing the shoreline, complicate efforts to control Canada thistle.

Objectives:

- 1) Promote forbs on fallow fields and eight miles of disk/foodplot strips.
- 2) Control noxious weeds.

Strategies:

- \* Use disking to promote beneficial forbs.
- \* Monitor forb production along shorelines and cropfields.
- \* Utilize native grass planting to out-compete noxious weeds.
- \* Utilize mechanical methods to control noxious weeds.

- \* Utilize chemical methods when necessary to control noxious weeds.

## G. SURVEYS

Surveys have been conducted on WEBR since the area's beginning. Over the years the information gathered and the method in which this information is acquired has changed. Two of the oldest surveys done are the bi-monthly waterfowl counts and deer hunter harvest surveys. These surveys continue today and provide useful information. Various surveys conducted on WEBR now relate to both public use and wildlife. User surveys are conducted two weekdays and two weekend days per month. These record the number, their location, and what activity they are engaged in. Visitation surveys may not be providing accurate data, especially for low use activities. New ways of surveying need to be explored in order to get an accurate measure of users and their needs. This information can then be used to evaluate existing programs and formulate new ones.

Surveys currently conducted are listed below. These surveys need to be continued. They will assist in analyzing the success of changes that have been outlined in this plan.

### Pheasant

- \* Opening weekend harvest.
- \* Brood counts (Chicks/Day in Field).

### Waterfowl

- \* Bi-monthly counts from September through March.
- \* Mid-December goose count.

### Deer

- \* Spotlight counts in November
- \* Rifle season harvest survey utilizing survey cards and interviews.
- \* Statewide mail-in hunter survey.

### Non-game

- \* Mid-winter bird count.

### Public Use

- \* Visitation recorded two week days and two weekend days per month.
- \* Traffic counter located on entrance to stilling basin.
- \* Windshield survey cards.

### Objective:

- 1) Maximize effectiveness of all management programs.

### Strategies:

- \* Continue all survey methods presently used.
- \* Implement an area user registration system to document the amount and type of activities occurring on WEBR.

## H. FISHERIES

Sport fish populations, associated fishing activities, and angler satisfaction and success have been sporadic at Webster reservoir throughout the history of this impoundment. Water level instability has been the primary factor affecting the Webster Fishery.

The reservoir filled shortly after the dam was completed in 1956. Initially, water supplies were stable and adequate for meeting all demands. By the mid 1960's, however, inflows began to decline. Throughout the 1970's and 1980's, recharge was insufficient in most years for replacing water released for irrigation and/or water lost to evaporation. Severe fluctuations of water level resulted, with extremely low levels occurring at times. Irrigation and recreation as beneficial uses of the reservoir became less compatible as water supplies dwindled.

Flood events in the early to mid 1990's brought relief by allowing the reservoir to refill. Shoreline oriented species such as bass, crappie and bluegill responded dramatically to the expanse of newly flooded habitat. Water was abundant for all uses. However this situation did not last. Factors that depleted inflows are still in place and irrigation remains a function of the reservoir while flood events are rare occurrences.

Fisheries management efforts at Webster Reservoir are primarily directed towards limiting and mitigating the effects of fluctuating water levels. Upward fluctuations tend to yield mostly positive impacts, but some problems, such as predatory/prey imbalances, typically develop following substantial water level increases. Downward fluctuations produce mostly adverse impacts, especially when water levels are low. Irrigation drawdowns are particularly detrimental to the fishery during low water periods. Water withdrawals from the lower reaches of the irrigation pool yield a high reduction of reservoir content over a short period of time. Impacts include loss of spawning habitat and escape cover, and degradation of water quality. Direct fish losses occur via flushing during a withdrawal and intensified mortality rates within the reservoir following a withdrawal. Indirect losses involve restriction of reproduction and survival. Gaps in recruitment caused by direct and indirect losses affect the quality of the fishery for several consecutive years.

### Objectives:

- 1) Maintain fisheries management practices to limit and mitigate the effects of fluctuating water levels and to provide a diversity of angling opportunities.
- 2) Implement actions to promote and support angler use at all water levels.

### Strategies:

- \* Eliminate operational draw downs or establish a fish, wildlife and recreation pool to promote greater stability and minimize the impacts of water level fluctuation.
- \* Establish alternate prey specie to lend support during periods of poor gizzard shad production.
- \* Utilize harvest restrictions to prolong the benefits of high water production and to maintain quality at all water levels.
- \* Continue the wiper stocking program to maintain a population of predators that are not dependent upon shoreline habitat and are capable of prospering at all water levels.
- \* Monitor the fish community, angler use and harvest characteristics to acquire data necessary for sound management decisions.
- \* Conduct habitat development projects during periods of low and/or receding water levels.
- \* Coordinate with Park and Public Land managers to develop and maintain facilities and enhance angler access at a wide range of water levels.
- \* Continue to intensively manage the Stilling Basin to supplement the reservoir fishery.
- \* Develop fishing ponds on the Wildlife Area and manage for youth fishing clinics.

## I. RECREATION

### 1) Hiking and Mountain Bikes

Hiking and mountain bike riding are allowed on the entire area except in the designated refuges. Since there is little demand for any major hiking or mountain bike developments, these recreational activities will be managed as present.

### Objective:

- 1) Maintain the WEBR wildlife area as open to hiking and mountain bike riding, except for in locations posted as refuge "Closed to All Activities".

### Strategies:

- \* Develop access fees for current non-consumptive users.
- \* Maintain current hiking and mountain bike standards.

### 2) Horseback/ATV Riding

In the past horseback riding was allowed on the entire Webster area. In the late 70's it was determined that horseback riding was not commensurate with public land management and was soon regulated by state law. ATV's also were determined to be

detrimental with public land management. Horseback and ATV riding on WEBR is presently restricted to maintained roads.

Objective:

- 1) Allow horseback and ATV riding only on maintained roads.

Strategies:

- \* Maintain current horseback and ATV riding standards.

- 3) **Swimming**

Swimming is presently allowed on WEBR area except in refuges posted as “Closed to All Activities”. Presently most of the swimming takes place in the State Park where modern facilities are available and on the wildlife area by boaters.

Objective:

- 1) Maintain current management and regulatory standards for swimming.

Strategies:

- \* Allow swimming at WEBR, except for in refuge areas posted as “Closed to All Activities.”

- 4) **Boating**

Boating is a very popular recreational activity that occurs at WEBR. But as with nearly everything else mentioned in this plan, boating fluctuates with reservoir levels. Soon after dedication Webster was one of the more popular recreational areas in the western portion of the state and despite declines in water levels the area continues to be a popular place to recreate.

On a Statewide average, boaters spend 59 percent of their time on the water fishing, 17 percent of their time pleasure boating, and 13 percent of their time water skiing. Other boating activities include sailing and jet skiing.

Presently the entire reservoir is open to fishing from a boat. The exception being the 200 acres in the waterfowl refuge that is closed to all activities from November 1 to January 31. The remainder of the waterfowl refuge only prohibits hunting in this area. It is necessary to permit boating access through the waterfowl refuge because of all the boat ramps in the State Park are located within the refuge. Management has monitored the impact of boating access through the waterfowl refuge and determined it to be minimal and acceptable.

The only boat ramp on the Wildlife Area is the Morel boat ramp. This ramp is only usable when the reservoir is within 5 feet of conservation level.

Other facilities available to boaters include boat ramps, courtesy docks, and mooring areas in the State Park. The boat ramps in the State Park are usable to 26 feet below conservation level. Boats can be moored anywhere on the reservoir, except designated refuges, without a permit for no more than 24 hours at a time and are subject to removal if left longer.

The Conservation Officer is the primary officer responsible for boating-related activities at WEBR. These activities include providing safety and educational information to the public, regular reservoir patrols, courtesy boat inspections and enforcement of state regulations. Other park, public land and law enforcement staff assist the Conservation officer in meeting the boating needs for the area.

Objective:

- 1) Maintain present standards for boating on the area.

Strategies:

- \* Maintain adequate mooring areas with elevations that have high usage.
- \* Provide courtesy boat inspections to area users.
- \* Maintain that users are aware of reservoir hazards and areas of safety are properly buoyed for boating safety.

- 5) Special Events

Special events range from field trails to fishing tournaments. Special events that occur on WEBR are subject to permit requirements if one of the following conditions exists: 1) an entrance, admission or participation fee is charged; 2) food, merchandise or service is offered for sale; 3) the exclusive use of a facility, specific land, or water area is required; 4) an organized or advertised competition will be conducted; 5) sound will be amplified which may disrupt area users; 6) temporary structures, other than blinds or common camping equipment will be erected. All special events at WEBR will require prior approval from the Department.

Objective:

- 1) Allow special events that are commensurate with the Department's management goals and provide additional recreation opportunities to area users.

Strategies:

- \* Allow special events that are compatible and do not degrade the natural and historical resources.

- \* Maintain that special events are conducted according to state law.

## 6) Shooting Ranges

State regulations prohibit target or recreational shooting on public lands except in areas posted for such activities. Presently there is no designated shooting range on Webster Wildlife Area. Federal EPA regulations concerning the creation of a new shooting range are such that the construction and maintenance of a range are prohibitive in terms of manpower and budget. The discharge of firearms or other sporting equipment is permitted for persons engaging in the following activities: hunting, trapping, special events or activities authorize by the Department in writing and non-commercial training of hunting dogs.

An archery range was present at Webster but was located within the State Park. Floods of 1993 damaged and closed the range. Being located in the Park necessitated the purchase of a permit (daily or annual). However, the Park furnished modern facilities, good access, and paved parking.

If an interested archery club was located and willing to maintain a range, a potential site for a new archery range on WEBR could be the area between the stilling basin and the county road. This site is already marked as a Safety Zone and closed to hunting. The area is timbered by cottonwoods. The parking lot and ADA restroom at the stilling basin could also serve the archery range.

### Objective:

- 1) Maintain present target/sport shooting standards with emphasis on developing an archery range for shooting recreation.

### Strategy:

- \* Adhere to Department policy concerning the discharge of firearms on wildlife areas.
- \* Determine requirements and commitments needed to develop an archery range.

## 7) Wildlife Viewing

Wildlife viewing is a very popular activity at WEBR. There are approximately seven miles of permanent and three miles of seasonal roads (Figure 3) on the area and an additional 15 miles of county roads bordering the area to provide ample opportunities to view wildlife. Those species most commonly seen at WEBR are whitetail and mule deer, waterfowl, coyotes, pheasants, quail, turkeys and numerous non-game species.

### Objective:

- 1) Provide 300 man-days for wildlife viewing opportunities near areas with high wildlife usage.

Strategies:

- \* Maintain area roads for access for wildlife viewing providing that such roads are concurrent with the area's wildlife management practices.
- \* Develop a viewing/photography blind to observe waterfowl and eagles in the winter and the northern migration of shore birds and waterfowl in the spring.

## 8) Camping

Present regulations permit camping that require vehicular access at five designated campsites, one is seasonal. Walk-in camping is permitted anywhere on the WEBR except in those areas posted "Closed to all Activities".

Camping on Webster Wildlife Area is secondary to other area activities that occur on the area, whereas, camping in the park is a primary activity. Wildlife area camping is primitive and intended for use by boaters, hunters and anglers in a manner that minimizes impact to the resource.

Objective:

- 1) Provide primitive camping for WEBR's boaters, hunters and anglers.

Strategies:

- \* Encourage campers to utilize the State Park.
- \* Provide limited camping for WEBR's boaters, hunters and anglers.
- \* Maintain policy of designated campgrounds for that which requires vehicles.
- \* Maintain policy of walk-in camping in all areas except where prohibited by posted notice.
- \* Maintain camping areas clear of litter and mowed.

## 9) Hunting

As stated in the introduction, WEBR is only a narrow corridor in Rooks County and as such is a limited resource. Wildlife resources are less productive than fisheries and much more sensitive to both consumptive and non-consumptive human activities. WEBR does produce and attract wildlife but these can be quickly harvested or driven off the area until pressure subsides.

Spring turkey, pheasant and rifle deer hunting seasons on WEBR are typically characterized by the majority of the hunters present on the area the first few days or weekend and then few on the area throughout the remainder of the season. Hunting pressure does decrease during each season as the number of hunters dwindles or ceases.

The probability of a less crowded hunt later in these respective seasons increases, but there are fewer game animals to harvest.

Archery deer and waterfowl hunting seasons receive low to moderate pressure on WEBR through out the season except during peak migrations and the deer rut when hunter numbers are at their peak. Waterfowlers also tend to hunt throughout the season. Waterfowl numbers rather than calendar dates dictate when and how many are hunting. When the reservoir level is high there is flooded timber and the number of duck boats increases. As water levels decrease, the effectiveness of duck boats also decreases and the primary method of hunting shifts to shoreline sets. The majority of goose hunting, less dependent on water levels, continues to occur on private land surrounding WEBR.

Fall turkey and muzzle loader deer hunting are the least utilized seasons on WEBR. Turkeys can generally be found on the area until the pheasant opener. During this time a quality hunt is possible on WEBR. Similarly, few hunters are present on the area during the muzzle loader season.

WIHA areas have undoubtedly increased the acreage accessible to the general public. But these areas too experience the same pattern of hunting pressure as seen on public lands. In these times of more closed doors and lease hunting, WIHA areas are important in increasing public acreage, renewing interests in hunting as a sport, and instances like those surrounding WEBR, can be one of the few areas openly accessible to goose hunters.

#### Objectives:

- 1) Provide multiple hunting opportunities with emphasis on improving the quality of the hunts.
- 2) Utilize WIHA to increase public access for all types of hunting.

#### Strategies:

- \* Promote under utilized hunting seasons.
- \* Promote hunts later in the seasons.
- \* Consider methods to decrease “opening day” pressure on spring turkey, pheasants and rifle deer seasons.
- \* Retain and expand WIHA acreage for all species.

## 10) Fishing

Fisheries resources, on a per acre basis, are much more abundant than wildlife resources. Thus, the fisheries resource can support a higher level of pressure. When water levels are high the fisheries resource and habitat is tremendous. As the water level decreases, so will the angling opportunities.

Two primary methods of angling are fishing from a boat and shoreline fishing. Boating in general, boat ramps, and related facilities are discussed in previous sections. Varying water levels have to a degree less effect on boaters than shoreline anglers. Access for boaters will continue to be primarily by the ramps in the State Park at all water levels. However, shoreline anglers experience dramatic changes in location and ease of accessibility of the shoreline as water levels change. While access to every portion of the shoreline is not practical, Figures 2 and 3 show roads and parking lots that will provide access to popular angling sites on WEBR. The State Park also continues to improve shoreline access at varying water levels.

Objectives:

- 1) Ensure boat ramps are useable at all water levels.
- 2) Provide access to popular sites for shoreline angling.

Strategies:

- \* Maintain Morel Ramp when water levels are within 5 feet of conservation level.
- \* Coordinate with Park staff to ensure Park ramps are usable at all water levels.
- \* Utilize permanent and seasonal roads to provide access for shoreline angling.

## J. Archeology/Historical

Archeology is defined as the systematic recovery and examination of material evidence such as graves, building, tools, and pottery remaining from past human life or culture. Archeological and historical sites are protected from destruction, defacing, degrading, or removal.

Objective:

- 1) Maintain that Archeological and Historic Sites are protected and preserved for future generations.

Strategies:

- \* Maintain adequate signage for historical resource protection.
- \* Provide interpretive programs to educate the public of the area's historic value.

## K. REGULATIONS, ENFORCEMENT AND PUBLIC SAFETY

Effective law enforcement is essential to the success of any natural resource management plan.

Law Enforcement personnel at WEBR consists of one Conservation Officer (CO) and one Public Lands Manager. The Conservation Officer is the primary enforcement on the reservoir and supplements enforcement on the wildlife area. In addition to these

responsibilities, the Conservation Officer's district covers a two county area; so not all of the officer's time is directed to WEBR. The Public Lands Manager enforcement is primarily on the wildlife area and supplements the CO on the reservoir. Additional responsibilities include assisting the CO or other enforcement agencies when and where needed. The Rooks County Sheriff Department provides assistance on the area.

Objective:

- 1) Provide professional law enforcement on Webster Reservoir and Wildlife Area throughout the year with emphasis on peak usage periods.

Strategies:

- \* Add more selective enforcement efforts.
- \* Conduct varied high visibility patrol.
- \* Conduct covert or undercover enforcement.
- \* Concentrate more effort on alcohol related problems.
- \* Monitor area for evidence of meth lab activity.
- \* Conduct safe boating courses, hunter education courses, and courtesy boat checks to assist and educate the public.

## L. LAND ACQUISITION

Only 5% of all land in Kansas is publicly owned or operated for hunting and fishing. Considering this, one can easily understand that our public wildlife areas are very limited resources. Currently, hunting demand is greater than what public areas can support.

Expanding the amount of public access acreage through land purchases or leasing would be beneficial to the public. Additional acreage would also reduce some of the pressure on WEBR. While no adjacent tracts of land are presently available, future purchases or leases will be pursued when opportunities occur.

Objective:

- 1) Pursue opportunities to purchase or lease property near WEBR.

Strategies:

- \* Stay informed of surrounding land owners and identify willing sellers and/or lessees.
- \* Work to increase the WIHA's adjacent to WEBR.

## M. PUBLIC RELATIONS

Maintaining effective public relations is a high priority for the Department. As with any business, without customers and good customer service you have no business. Mutual

understanding and support for area goals and objectives is vital in managing an area for optimal use by the public.

Department education efforts are directed towards a variety of recreational activities and users. As society reverts from a rural to an urban setting, the demand for outdoor recreational opportunities is increasing. The Department currently emphasizes educational efforts for hunter and furharvester education, aquatic education, boating education, and wildlife education services.

A variety of methods are used by the Department to provide this information and education. Hunter Recruitment and Retention (HRR) is a new program to reach the public. Land based activities are promoted with the "Pass It On" program and water based activities will be promoted with the "Water Works Wonders" program. These programs will be incorporated into the weekly news release packages, bimonthly magazine, video and still photography, regulations and informative brochures, special publications, special events and media liaison functions already conducted on a statewide basis. In addition to the statewide media efforts, WEBR has included public scoping meetings, various news releases, interpretive programs, programs to civic groups, educational booths at county fairs, public surveys, and one-on-one communication with area users.

As demand and variety of recreational opportunities increases, informational efforts will also need to increase. Maintaining public support and providing informative education efforts will always be important. But, there will always be room for improvement.

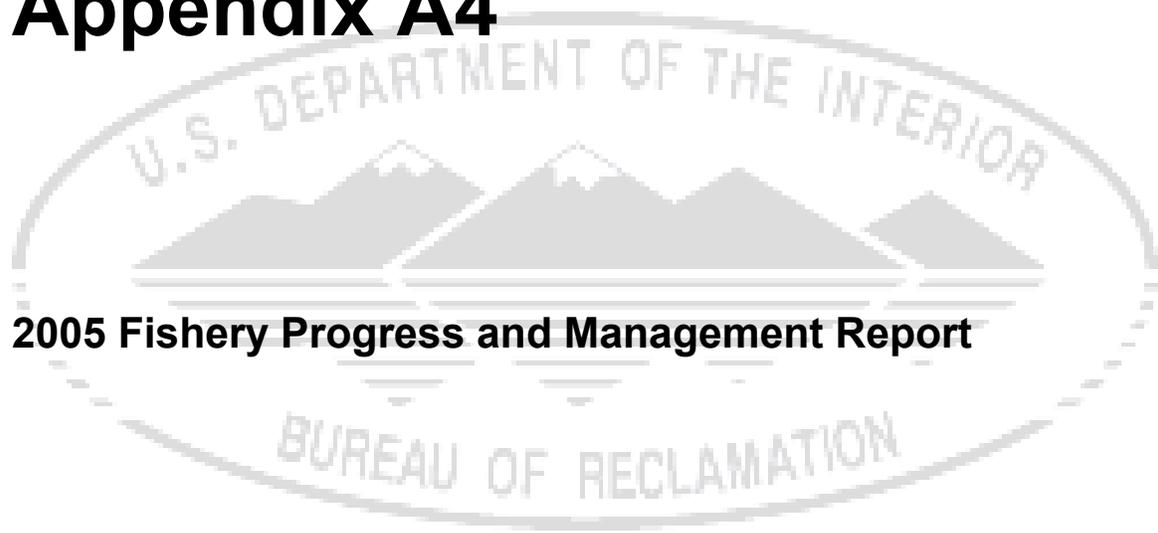
#### Objectives:

- 1) Maintain that the public is informed of any and all major management objectives.
- 2) Utilize public input and support to complete management objectives.
- 3) Ensure the public is educated on area issues.

#### Strategies:

- \* Provide an annually updated accurate brochure of WEBR.
- \* Provide a copy of this management plan for public review.
- \* Allow the public to assist directly with completing area tasks. (Develop workable Friends Groups).
- \* Develop a list of volunteer projects to get the public involved.
- \* Develop power point programs concerning management practices and projects.
- \* Maintain interpretive programs providing education of the areas natural and historic resources.
- \* Provide a State Park/Wildlife Area newsletter.

# Appendix A4







8. Maintain a black bass population (largemouth and smallmouth) capable of producing mean catch rates of at least 20 stock length bass per hour EFT with a sample RSD-P of at least 25 (Smith Root, spring and/or fall).

9. Develop and maintain the stilling basin fishery to supplement and diversify sportfishing opportunities by generating at least 1000 angler days per year.

**FISH STOCKING RECORDS**

DATE	SPECIES	NUMBER	NO. ACRE	SIZE	SOURCE
01/20/05*	RB Trout	2500	417	10"	Crowther
03/18/05*	RB Trout	2500	417	10"	Crowther
04/01/05*	Bluegill	2380	397	85/lb	MILH
04/01/05*	Redear	888	148	592/lb	MILH
05/09/05***	Wiper	24000	18	fry	MILH
09/28/05*	C. Cat	451	75	3.64/lb	MILH
09/28/05****	C. Cat	76	38	3.64/lb	MILH
10/12/05*	RB Trout	2500	417	10"	Cline
11/22/05*	RB Trout	2500	417	10"	Cline
12/21/05*	RB Trout	2500	417	10"	Cline

\* St. Basin    \*\* S. Solomon River    \*\*\* Reservoir    \*\*\*\* WA Ponds

**FISH SAMPLING SUMMARY**

DATE	GEAR	SIZE	EFFORT
7/07/05	minnow seine	30"	8 hauls
8/17/05	electrofishing (SR)	220 VDC	10 sites; 1.0 hr EFT TL
9/15/05	electrofishing (SR, night)	220 VDC	5 sites, 1.45 hr EFT TL
9/28/05 □	trap nets	□	2 NN
9/28/05 □	gill nets	100"x8"x1.5"	2 sets; 2 hrs TL
9/28/05 □	<b>gill nets</b>	<b>100"x8"x2.5"</b>	<b>2 sets; 2 hrs TL</b>
10/24/05	gill nets	100'x8'x1"	9 sets; 6.75 hrs TL
10/25/05	gill nets	100'x8'x1.5"	9 sets; 6.75 hrs TL
10/26/05	gill nets	100'x8'x2.5"	9 sets; 6.75 hrs TL
10/27□28/05	trap nets	□"	8 NN
10/27□28/05	gill nets	100'x8'x1,1.5, 2.5 □ 4"	2 compl. NN

\* St. Basin

**CREEL SURVEY HISTORY**

YEAR	1992	1996	1997	2002
DURATION	3 mo.	8 mo.	8 mo.	8 mo.
□ INTERVIEWS	596	504	686	1029
□ ANGLERS	7,084	24,192	24,168	22,278
HOURS EFFORT	14,016	49,445	83,495	63,477
HOURS/ACRE	15.1	12.6	22.0	21.8
HARVEST (NO)	2,783	21,692	91,480	17,278
(NO/HR)	0.20	0.44	1.10	0.27
(LBS)	5,524	17,078	76,419	24,318
(LBS/HR)	0.39	0.35	0.92	0.38

**FISH POPULATIONS**

**Gizzard shad, *Dorosoma cepedianum***

***Fall, gill net compliment, overnight only***

YEAR	2000	2001	2002	2003	2004	2005
TOTAL CATCH	145	120	66	196	92	86
STOCK CATCH	112	120	66	196	92	86
UE NN GILL NETS	2	2	2	2	2	2
STOCK CPUE	56	60	33	98	46	43
SUB-STOCK CPUE	17	0	0	0	0	0
RSD S-Q	85.7	77.5	31.8	0.0	0.0	0.0
RSD Q-P	14.3	22.5	68.2	99.5	100.0	100.0
RSD P-M				0.5	0.0	0.0
PSD	14.3	22.5	68.2	100.0	100.0	100.0
MEAN Wr	89.9	77.8	82.2	87.4	77.7	84.2
Wr S-Q	86.2	79.2	82.2	0.0	0.0	0.0
Wr Q-P	79.5	76.2	82.2	81.7	77.7	84.2
Wr P-M				93.0	0.0	0.0

***Fall, gill net compliment, short sets only***

YEAR	2000	2001	2002	2003	2004	2005
TOTAL CATCH	47	125	80	75	22	54
STOCK CATCH	44	125	79	75	22	54
UE HRS GILL NETS	25.50	27.50	23.75	22.50	15.00	20.25
STOCK CPUE	1.73	4.55	3.33	3.33	1.47	2.67
SUB-STOCK CPUE	0.12	0.00	0.04	0.00	0.00	0.00
RSD S-Q	72.73	84.00	36.71	4.00	0.00	0.00
RSD Q-P	27.27	16.00	63.29	96.00	100.00	100.00
RSD P-M	0.00	0.00	0.00	0.00	0.00	0.00
PSD	27.27	16.00	63.29	96.00	100.00	100.00
MEAN Wr	81.25	84.10	81.27	82.40	85.75	81.65
Wr S-Q	81.66	83.40	81.14	84.02	0.00	0.00
Wr Q-P	80.84	84.80	81.39	80.73	85.75	81.65
Wr P-M	0.00	0.00	0.00	0.00	0.00	0.00

***August, electrofishing, age-0 only***

	2000	2001	2002	2003	2004	2005
NO/0.1 HR. EFT	514.4	631.9	169.8	323.1	90.0	55.2
□ □ 70 MM	33.3	51.9	16.3	24.9	4.6	6.2

The objective was not realized in 2005. Quantity/quality characteristics were down from those documented last year. Characteristics of the adult subpopulation appear favorable for producing another good hatch in 2006.

Emerald shiners are supplementing the prey supply and this population appears to be hanging in there. Emerald shiners

were sampled this past year by 8 seine hauls resulting in 6 fish ranging from 70 mm to 89 mm. Emerald shiners were also observed during electrofishing samples and had reports of anglers catching them in their throw nets.

**Walleye, Stizostedion vitreum**  
***Fall, gill net compliment, overnight only***

YEAR	2000	2001	2002	2003	2004	2005
TOTAL CATCH	51	61	100	72	109	30
STOCK CATCH	38	56	69	58	109	28
UE NN GILL NETS	2	2	2	2	2	2
STOCK CPUE	19	28	35	29	55	14
SUB-STOCK CPUE	7	3	16	7	0	1
Y-O-Y CPUE	10	8	24	8	1	4
RSD S-Q	23.7	44.6	71.0	46.6	26.6	17.9
RSD Q-P	50.0	41.1	26.1	48.3	67.9	78.6
RSD P-M	15.8	7.1	2.9	3.5	1.8	0.0
RSD M-T	10.5	7.2	0.0	1.7	3.7	3.6
PSD	76.3	55.4	29.0	53.5	73.4	82.1
MEAN Wr	92.7	92.0	92.5	83.5	88.0	94.8
Wr S-Q	94.2	93.4	91.9	97.3	90.1	97.6
Wr Q-P	88.9	90.5	88.1	88.9	87.8	93.7
Wr P-M	91.9	92.0	97.8	75.9	93.9	0.0
Wr M-T	95.0	84.2	0.0	71.9	74.2	91.8

***Fall, gill net compliment, short sets only***

YEAR	2000	2001	2002	2003	2004	2005
TOTAL CATCH	16	27	21	14	9	4
STOCK CATCH	15	23	13	12	9	4
UE HRS GILL NETS	25.50	27.50	23.75	22.50	15.00	20.25
STOCK CPUE	0.59	0.84	0.55	0.53	0.60	0.20
SUB-STOCK CPUE	0.04	0.15	0.34	0.09	0.00	0.00
Y-O-Y CPUE	0.04	0.40	0.00	0.09	0.00	0.00
RSD S-Q	6.67	56.50	30.77	33.33	33.33	25.00
RSD Q-P	73.33	34.80	7.69	50.00	55.56	50.00
RSD P-M	20.00	4.30	15.38	16.67	0.00	0.00
RSD M-T	0.00	0.00	46.15	0.00	11.11	25.00
PSD	93.33	43.50	69.23	66.67	66.67	75.00
MEAN Wr	88.41	85.28	87.21	83.90	84.90	89.62
Wr S-Q	87.88	93.30	85.54	92.15	89.05	97.31
Wr Q-P	89.45	89.30	87.65	81.53	83.70	90.31
Wr P-M	87.90	88.60	85.47	77.88	0.00	0.00
Wr M-T	0.00	69.60	90.17	0.00	78.23	80.54

Age-0 walleye were captured at a rate of 4.14 fish/hr EFT in September 2005 falling way short of the objective. No fish were stocked last year due to low water conditions, therefore, all age-0 fish occurred naturally. The objective for stock CPUE (0.38/gill net hr) was lower than last year and fell just shy of meeting the objective, however, the PSD (81.25) was realized in 2005. Walleye were collected in trap nets from March 25 through April 7, 2005 as part of a statewide effort to meet walleye fry stocking requests. Walleye eggs collected

throughout the project were fertilized with walleye sperm to produce walleye, except for the eggs collected on 4/1 □ 4/2 and those were fertilized with sauger sperm to make saugeye.

Walleye Egg Collection, Webster 2005							
DATE	TEMP	□ GRN	□ RIPE	□ SPNT	□ EGGS	EGGS/FE	□ TRAPS
3/25	45	23	20	4	600000	30000	10
3/26	43	20	14	6	420000	30000	10
3/27	44	15	20	4	840000	42000	10
3/28	47	31	21	6	780000	37143	10
3/29	49	44	23	9	780000	33913	9
3/30	47	16	20	18	690000	34500	10
3/31	48	21	31	17	1200000	38710	10
4/1	49	43	27	12	1440000	53333	10
4/2	50	16	43	11	1440000	33488	10
4/3	51	33	46	22	1800000	39130	10
4/4	54	13	28	35	1140000	40714	10
4/5	57	16	13	20	360000	27692	10
4/6	55	4	6	7	240000	40000	8
4/7	54	1	3	4	120000	40000	8
<b>TOTALS</b>	<b>50</b>	<b>296</b>	<b>315</b>	<b>175</b>	<b>11850000</b>	<b>37187</b>	<b>135</b>

**Wiper, Morone saxatilis x M. Chrysops**  
***Fall, gill net compliment, overnight only***

YEAR	2000	2001	2002	2003	2004	2005
TOTAL CATCH	99	67	87	77	102	24
STOCK CATCH	99	48	87	76	102	24
UE NN GILL NETS	2	2	2	2	2	2
STOCK CPUE	50	24	44	38	51	12
SUB-STOCK CPUE	0	10	0	0.5	0.0	0.0
Y-O-Y CPUE	0	15	1	0.5	0.0	0.0
RSD S-Q		22.9	8.0	2.6	1.0	0.0
RSD Q-P	1.0		3.4	15.8	14.7	12.5
RSD P-M	56.6	35.4	41.4	47.4	57.8	79.2
RSD M-T	27.3	31.3	44.8	30.3	24.5	0.0
RSD T	15.2	10.4	2.3	4.0	2.0	8.3
PSD	100.0	77.1	92.0	97.4	99.0	100.0
MEAN Wr	82.9	83.4	79.6	79.8	70.9	88.6
Wr S-Q			90.7	82.9	81.8	0.0
Wr Q-P	86.3		86.7	84.3	78.1	91.4
Wr P-M	80.2	83.4	79.4	73.8	72.1	87.0
Wr M-T	81.9	81.6	75.8	71.6	62.8	0.0
Wr T	94.3	88.5	108.0	86.6	79.7	100.5

**Fall, gill net compliment, short sets only**

YEAR	2000	2001	2002	2003	2004	2005
TOTAL CATCH	243	234	122	182	71	55
STOCK CATCH	243	224	122	181	71	53
UE HRS GILL NETS	25.50	27.50	23.75	22.50	15.00	20.25
STOCK CPUE	9.53	8.15	5.14	8.04	4.73	2.62
SUB-STOCK CPUE	0.00	0.36	0.00	0.04	0.00	0.10
Y-O-Y CPUE	0.00	0.36	0.00	0.04	0.00	0.10
RSD S-Q	0.00	1.80	9.02	1.10	1.41	0.00
RSD Q-P	0.00	0.00	13.11	17.68	15.49	7.55
RSD P-M	77.80	54.90	28.69	44.75	71.83	90.57
RSD M-T	18.10	40.60	47.54	36.46	11.27	0.00
RSD T	4.10	2.70	1.64	0.00	0.00	1.89
PSD	100.00	98.20	90.98	98.90	98.59	100.00
MEAN Wr	81.63	80.73	79.49	80.13	67.49	84.33
Wr S-Q	0.00	0.00	81.87	87.33	66.07	0.00
Wr Q-P	0.00	0.00	81.52	83.62	77.98	89.57
Wr P-M	77.20	80.30	77.87	73.64	67.35	84.18
Wr M	83.85	80.95	76.69	75.96	54.17	72.85

Age-0 wipers were captured at a rate of 20.69 fish/hr EFT in September 2005, falling short of the objective. Stock CPUE in gill nets (short sets and overnight sets combined) was 2.77 fish per hour and the PSD was 100.00, both exceeding the objectives. Physical condition of the wipers is up from last year and they are looking healthier as can be seen by the mean Wr's. Several year classes were represented in gill net samples but overall CPUE was down and the density of big fish appears to be down as well. Predator pressure from this population appears to be playing a role in regards to controlling adult shad density thereby promoting better shad hatches. An outstanding wiper fishery has developed at Webster.

**White bass, Morone chrysops**

**Fall, gill net compliment, overnight only**

YEAR	2000	2001	2002	2003	2004	2005
TOTAL CATCH	27	259	29	52	48	13
STOCK CATCH	27	259	29	52	48	13
UE NN GILL NETS	2	2	2	2	2	2
STOCK CPUE	13.50	129.50	14.50	26.00	24.00	6.50
SUB-STOCK CPUE	0.00	0.00	0.00	0.00	0.00	0.00
RSD S-Q	96.30	98.84	10.34	13.46	2.08	7.69
RSD Q-P	0.00	0.39	79.31	25.00	33.33	23.08
RSD P-M	3.70	0.77	10.34	59.62	64.58	69.23
RSD M-T	0.00	0.00	0.00	1.92	0.00	0.00
PSD	3.70	1.16	89.66	86.54	97.92	92.31
MEAN Wr	99.93	100.36	91.44	96.55	83.27	90.33
Wr S-Q	102.96	0.00	91.09	109.09	93.79	88.43
Wr Q-P	0.00	0.00	94.23	97.95	83.15	96.52
Wr P-M	96.90	100.36	88.99	93.76	82.99	88.48
Wr M	0.00	0.00	0.00	85.39	0.00	0.00

**Fall, gill net compliment, short sets only**

YEAR	2000	2001	2002	2003	2004	2005
TOTAL CATCH	17	105	13	135	57	12
STOCK CATCH	17	105	13	135	57	12
UE HRS GILL NETS	25.50	27.50	23.75	22.50	15.00	20.25
STOCK CPUE	0.67	3.82	0.55	6.00	3.80	0.59
SUB-STOCK CPUE	0.00	0.00	0.00	0.00	0.00	0.00
RSD S-Q	29.41	77.14	7.69	10.37	0.00	0.00
RSD Q-P	0.00	0.00	30.77	33.33	17.54	8.33
RSD P-M	70.59	21.90	30.77	51.85	78.95	91.67
RSD M-T	0.00	0.95	30.77	3.70	3.51	0.00
RSD T	0.00	0.00	0.00	0.74	0.00	0.00
PSD	70.59	22.86	92.31	89.63	100.00	100.00
MEAN Wr	91.95	96.68	91.13	88.01	82.81	91.25
Wr S-Q	92.29	100.54	89.10	92.09	0.00	0.00
Wr Q-P	0.00	0.00	89.88	91.34	83.08	100.36
Wr P-M	91.60	98.58	95.87	90.34	82.76	90.43
Wr M-T	0.00	90.92	89.67	78.26	82.69	0.00

Age-0 white bass were captured at a rate of 17.93 fish/hr EFT in September 2005 falling well below the objective. Stock CPUE in gill nets (short sets and overnight sets combined) was 0.60 fish per hour, falling just short of the objective and the PSD was 96.00, exceeding the objective. Excellent growth and physical condition was observed for young white bass and fell off somewhat for the bigger fish. Numerous year classes were represented in gill net samples but overall CPUE was down and the density of big fish appears to be down as well.

**Black crappie, Pomoxis nigromaculatus**

**Fall, trap nets**

YEAR	2000	2001	2002	2003	2004	2005
TOTAL CATCH	611	1165	47	259	25	35
STOCK CATCH	159	115	47	44	25	35
UE NN TRAPS	16	16	16	12	8	8
STOCK CPUE	10	7	3	4	3	4
SUB-STOCK CPUE	28	73	0	18	0	0
YOY CPUE	28	73	0	18	0	0
RSD S-Q	13.2	3.5	36.2	4.6	16.0	0.0
RSD Q-P	13.8	8.7	2.1	15.9	20.0	31.4
RSD P-M	36.5	56.5	21.3	29.6	24.0	17.1
RSD M-T	36.5	31.3	40.4	50.0	40.0	51.4
PSD	86.8	96.5	63.8	95.5	84.0	100.0
MEAN Wr	88.3	96.8	89.6	87.2	85.6	88.9
Wr S-Q	93.9	97.6	89.1	83.2	79.6	0.0
Wr Q-P	88.7	101.4	79.4	89.8	87.1	86.3
Wr P-M	85.5	96.0	91.2	91.7	87.9	90.9
Wr M-T	84.4	94.8	89.8	83.9	86.5	89.8

**White crappie, Pomoxis annularis**  
**Fall, trap nets**

YEAR	2000	2001	2002	2003	2004	2005
TOTAL CATCH	215	76	89	72	27	25
STOCK CATCH	62	5	18	7	23	21
UE NN TRAPS	16	16	16	12	8	8
STOCK CPUE	4	0	1	1	3	3
SUB-STOCK CPUE	10	4	4	5	1	1
YOY CPUE	10	4	4	5	1	1
RSD S-Q	66.1	0.0	61.1	42.9	47.8	23.8
RSD Q-P	14.5	40.0	16.7	14.3	30.4	61.9
RSD P-M	17.7	0.0	11.1	0.0	13.0	14.3
RSD M-T	1.6	0.0	5.6	28.6	8.7	0.0
RSD T	0.0	20.0	5.6	14.3	0.0	0.0
PSD	33.9	100.0	38.9	57.1	52.2	76.2
MEAN Wr	90.1	99.3	106.4	81.2	90.4	85.0
Wr S-Q	87.5	0.0	88.5	91.2	83.8	85.5
Wr Q-P	90.5	97.7	84.8	83.3	85.4	76.5
Wr P-M	91.3	105.7	94.3	0.0	98.3	83.8
Wr M-T	85.2	0.0	98.5	89.0	101.5	0.0
Wr T	0.0	89.4	81.5	61.1	0.0	0.0

Crappie habitat and numbers continue to dwindle with the receding water levels. The objective for fall catch rates was not realized as only 7.0 fish (black and white crappie combined) were caught per trap net night. Sample RSD-P objective was obtained for black crappie but fell just short for white crappie. Reproductive success has been less than satisfactory, therefore rate of recruitment has declined and flooded habitat continues to degrade and/or become exposed due to declining water levels.

**Largemouth bass, Micropterus salmoides**  
**Spring, electrofishing**

YEAR	2000	2001	2002	2003	2004	2005
TOTAL CATCH	160	93	132	97	16	
STOCK CATCH	114	91	117	96	14	D
UE HRS	2.30	1.28	1.5	1.4	1.2	I
STOCK CPUE	49.6	71.1	80.1	68.6	11.7	D
SUB-STOCK CPUE	20.0	1.6	10.3	0.7	1.7	
RSD S-Q	7.9	6.6	2.6	3.1	7.1	N
RSD Q-P	26.3	13.2	12.8	12.5	35.7	O
RSD P-M	64.0	80.2	79.5	75.0	50.0	T
RSD M-T			5.1	9.4	7.1	
RSD T	1.8			0	0.0	S
PSD	92.1	93.4	97.4	96.9	92.9	A
MEAN Wr	105.1	95.0	97.1	95.3	89.2	M
Wr S-Q	101.0	93.2	104.8	95.3	77.7	P
Wr Q-P	92.2	91.0	96.2	91.3	90.7	L
Wr P-M	93.6	95.9	94.9	92.4	88.7	E
Wr M-T			101.1	102.1	110.3	

The Largemouth bass fishery continues to decline due to the

degradation and exposure of habitat responsible for maintaining this population. Unless future water levels or some other action (special project 2) reverses this process, bass recruitment may not be adequate for maintaining the current population density. Therefore, largemouth bass were not sampled this year due to the low water levels and lack of habitat. Smallmouth production has been variable since smallmouths were introduced in 1996. Smallmouth Bass were not sampled this year due to the low water levels, however, a few were observed while electrofishing and caught in trap nets.

**STILLING BASIN**

The objective was surpassed in 2005. An estimated 6,614 angler trips were expended at the stilling basin during the one year period from January, 2005 through December, 2005 (taken from a traffic counter going into the stilling basin). The trout program is primarily responsible for this use, however hopes are to expand numbers further (special project 4).

**FISH STOCKING REQUESTS**

YEAR	SPECIES	NO.	NO. A	SIZE	MONTH	JUST	CONFORMS?
2006	RB trout	2,500	417	int	Jan	TR	Y *
2006	RB trout	750	---	int	Feb	TR	Y **
2006	RB trout	2,500	417	int	Mar	TR	Y *
2006	RB trout	750	---	int	Mar	TR	Y **
2006	Wiper	26,000	20	fry	Apr	M	Y ***
2006	C. Cat	600	100	interm	Oct	M	Y *
2006	C. Cat	75	25	interm	Oct	M	Y ****
2006	RB trout	2,500	417	int	Oct	TR	Y *
2006	RB trout	2,500	417	int	Nov	TR	Y *
2006	RB trout	2,500	417	int	Dec	TR	Y *
2006	Bluegill	2,250	375	fin	May	M	Y *
2006	Redear	750	125	fin	May	M	Y *

\* Stilling basin      \*\* S. Solomon River      \*\*\* Reservoir      \*\*\*\* WEBR WA pits

**RECOMMENDATIONS**

1. Continue to pursue desirable changes in reservoir operations (special project 1).
2. Monitor the gizzard shad hatch via electrofishing in August and assess emerald shiner production via seining in spring and/or fall.
3. Use a fall gill net sampling scheme involving 10 to 18 compliment short sets and 2 overnight compliment sets and develop trend tables using the short set and overnight data.

4. Index density of age-0 walleye by night electrofishing in the fall. Monitor stock parameters using the procedures described above (Rec. □3). Evaluate the 15 inch length limit implemented in 1994 if/when water level conditions warrant.
5. Monitor wiper stock parameters using the procedures described above (Rec. □3). Adjust stocking rates/sizes as per sampling results and water levels.
6. Monitor largemouth bass population parameters via the Smith Root electrofishing unit, creel survey data and tournament data. Investigate potential black bass habitat enhancement methods (special project □2).
7. Monitor crappie population parameters via fall trap net data and creel surveys. Maintain the fish attractors and investigate vegetation transplants as a means of enhancing crappie recruitment (special project □2).
8. Actively manage the stilling basin fishery:
  - a. Continue put and take trout and put, grow and take channel catfish programs.
  - b. Investigate the potential for installing solar lighting on the pier.
  - c. Continue to monitor the fish community and assess the need for special harvest restrictions or other management measures.
  - d. Also, see special project □3.

## **SPECIAL PROJECTS**

### 1. PROGRESS

- I. TITLE: Alteration of reservoir operations
- II. OBJECTIVE: Eliminate irrigation drawdowns to elevations below 1866.0 and avoid withdrawals in excess of 45□ of the total reservoir content.
- III. NARRATIVE: A formal request for a minimum pool level of 1866.0 was submitted to the BOR by KDWP in October, 2000 for consideration in the EA process associated with contract renewal. A draft EA was released by the BOR for

public review in December 2001. A minimum pool elevation of 1863.0 is listed in the "negotiated alternative" section of the environmental assessment (EA). The final EA released in May 2002 showed the minimum pool elevation as 1863.0. The finding of no significant impact (FONSI) document that also came out in May 2002 stated that the "negotiated alternative" is the proposed action addressed in the FONSI.

IV. RECOMMENDATIONS:

1. Continue to seek an arrangement that promotes attainment of the objective "ideally, elimination of irrigation as a function of Webster Reservoir via a buyout of the Webster Irrigation District.
2. Continue to gather data regarding the effects of reservoir operations and water level fluctuations on the fisheries resource.
3. Continue to work with the newly formed Webster Lake Association.

Literature cited

**United States Department of the Interior, Bureau of Reclamation.** May 2002. Solomon River Basin Final Environmental Assessment, Conversion of Long-Term Water Service Contracts to Repayment Contracts, Great Plains Region Billings, Montana, Nebraska-Kansas Area Office Grand Island, Nebraska.

**United States Department of the Interior, Bureau of Reclamation.** May 2002. Finding Of No Significant Impact, Conversion of Long-Term Water Service Contracts to Repayment Contracts, Solomon River Basin, Great Plains Region Nebraska-Kansas Area Office Grand Island, Nebraska.

2. PROGRESS

I. TITLE: Aquatic Vegetation Introductions

II. OBJECTIVE: Evaluate vegetation propagation as a means of maintaining/enhancing habitat for bass, crappies and other species.

III. NARRATIVE:

#### YEAR 2000

Water willow was collected at Lake Wabaunsee and transplanted in six nursery areas at Webster Reservoir on June 15 and again on July 10, 2000.

Surface Elevation was 1.7 feet above conservation elevation on June 15, 2000. Planting methods involved hand sprigging and the burrito method. Most sprigged plants were planted in water 2 feet deep or deeper to accommodate an anticipated falling water level due to an irrigation release. Burritos were staked to depths of 4 feet.

Surface elevation was 0.5 feet below conservation elevation on July 10, 2000. All plants were hand sprigged in the six nursery areas in water 2 feet deep or deeper. Most of the vegetation planted in June was high and dry or nearly dry at that time.

All plants were high and dry by mid August and looked healthy until a late September freeze killed the above ground foliage. Survival appeared to be good for both planting periods and the sprigging method appeared to be the most productive.

#### YEAR 2001

All plants planted in 2000 were high and dry during early spring 2001 but looked good, came up in clumps and blossomed. Spring inflow allowed the water to reach some of these plants by June and those plants prospered and spread. Additional plants acquired from Lake Wabaunsee were used for propagation at Webster on four occasions during the 2001 season:

Surface elevation was 0.6' below conservation elevation on June 8, 2001; almost identical to what it was during the July 2000 planting. Plants were sprigged in the six sites established in 2000 and were positioned to enlarge the existing beds.

Surface elevation was 0.4' below conservation elevation on June 26, 2001. Plants were sprigged in four of the sites established in 2000 to further expand rhizome beds.

Surface elevation was 1.6' below conservation elevation on July 10, 2001. Plants were sprigged and planted by fragmentation in 5 of the sites. The fragmentation method involved chopping plants into pieces and scattering these fragments in planting areas. Flooded timber/floating logs were used as barriers for holding fragments in place until the declining water level allowed the fragment roots to attach to the substrate.

Surface elevation was 3.3 below conservation elevation on August 3, 2001. Planting efforts primarily involved the

fragmentation method. Fragments were scattered in all 6 existing sites and 2 new sites.

Surface elevation dropped to over 6 feet below conservation elevation by fall. Most plants appeared healthy despite being high and dry throughout the fall. The fragmentation method appeared to be very effective in regards to vastly enlarging the areas containing rooted plants, thereby potentially establishing rhizome beds at a greater range of elevations.

#### YEAR 2002

Water willow was collected at Lake Wabaunsee and transplanted in close proximity to three original nursery areas at Webster Reservoir on August 21, 2002.

Surface elevation was 12.31 feet below conservation elevation on August 21, 2002. Planting methods involved hand sprigging.

Most sprigged plants were planted in water 2 feet deep or deeper to accommodate an anticipated falling water level due to an irrigation release. These planting remained in the water and looked healthy until a freeze that killed the upper foliage in October. All previous planting were high and dry but were looking good and had flowered despite the lack of water.

#### YEAR 2003

Water willow was collected at Lake Wabaunsee and transplanted in close proximity to three original nursery areas and one new location at Webster Reservoir on May 21 and again on July 15, 2003.

Surface elevation was 12.88 feet below conservation pool on May 15, 2003 and 15.4 feet below conservation pool on July 15, 2003. Planting methods included hand sprigging and chopping plants up and stepping them into the mud in approximately one to two feet of water. Both plantings were out of the water by August, but seemed to be doing well.

#### YEAR 2004

Water willow was collected at Cedar Bluff Reservoir and transplanted in close proximity to two original nursery areas at Webster Reservoir on May 8 and 9, 2004.

Surface elevation was 21.98 feet below conservation pool on May 8, 2004 and 22.01 feet below conservation pool on May 9, 2004.

Planting methods included hand sprigging them into the mud in approximately one to two feet of water. Both planting sites were out of the water by August, but appeared to be doing well.

#### YEAR 2005

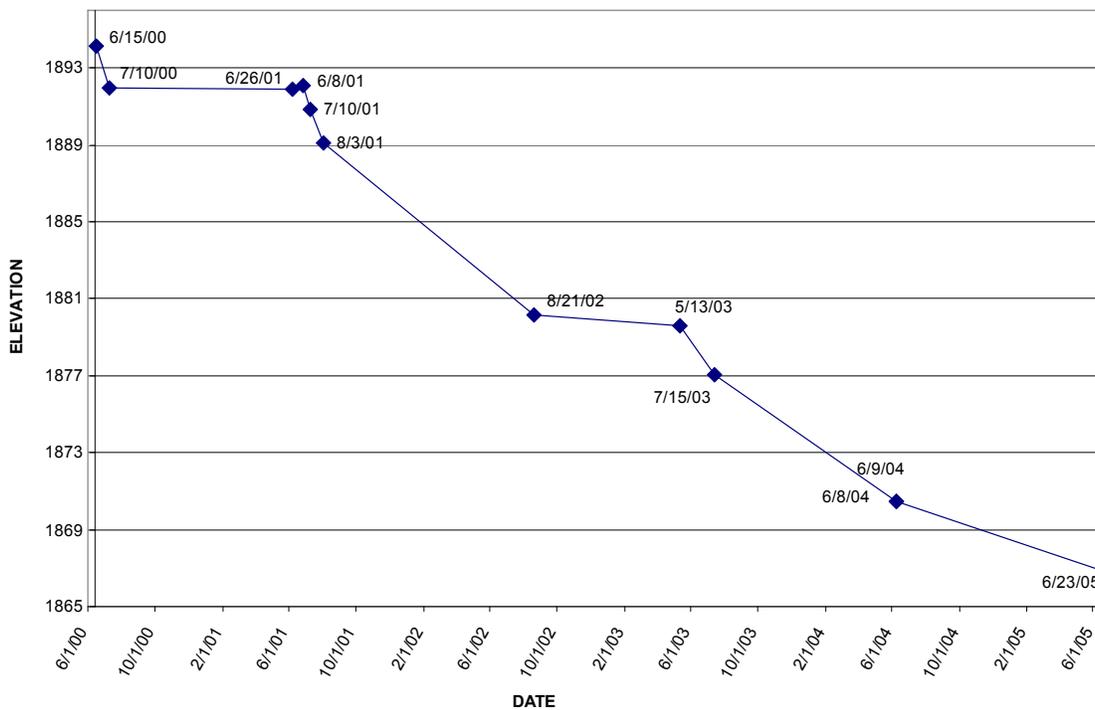
Water willow was collected at Cedar Bluff Reservoir and

transplanted in close proximity to one original nursery area at Webster Reservoir on June 23, 2005.

Surface elevation was 25.64 feet below conservation pool on June 23, 2005. Planting methods included hand sprigging them into the sand in approximately one foot of water. The planting site was out of the water by August, but appeared to be doing well.

IV. RECCOMENDATIONS:

1. If production is adequate, manually expand nursery areas by using plants from existing plots to establish rhizome beds within a wider range of elevations. If recharge/production is inadequate, consider additional transfers from Cedar Bluff and/or Lake Wabaunsee to establish rhizome beds at other elevations.



**WATER WILLOW PLANTINGS AT WEBR**

3. Progress

I. TITLE: Webster Stilling Basin Enhancements

II. OBJECTIVE: 1. Enhance the fish population.  
2. Promote greater fishing opportunities for

handicap and youth.

3. Concentrate fish for more efficient harvest.

III. NARRATIVE: A Sweeney fish feeder has been added at a cost of \$791.01 to feed the channel catfish and bluegill that are stocked. The feeder will help grow fish to a desirable size and will also help concentrate fish for a more efficient harvest. The feeder will be associated with the ADA accessible fishing pier that currently exists at the stilling basin.

IV. RECOMMENDATIONS:

1. Coordinate with PL on the installation of solar lighting on the ADA accessible fishing pier with an estimated cost of \$2,000.
2. Stock channel catfish, bluegill and redear sunfish to enhance fishing opportunities (see stocking request). Monitor these populations and assess the need for special harvest restrictions or other management measures.

4. NEW

I. TITLE: Creel Survey, March through October, 2006

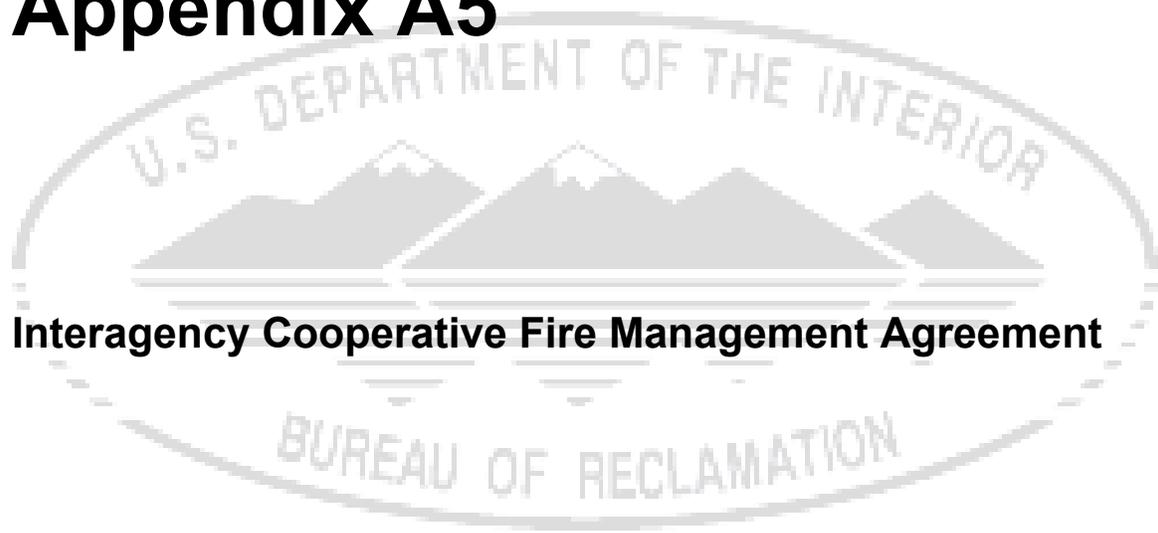
II. OBJECTIVE: Acquire data on angler use, harvest, angler preference, etc. to evaluate lake use and management objectives.

III. NARRATIVE: An eight month creel survey is scheduled for March through October, 2006. This reservoir is a one unit reservoir. A creel clerk will be hired to conduct the creel survey.

IV. RECOMMENDATIONS:

1. Conduct surveys as per KDWP creel survey guidelines and schedule.
2. Report the creel survey results in the 2006 PIM report.

# Appendix A5



**Interagency Cooperative Fire Management Agreement**

# INTERAGENCY COOPERATIVE FIRE MANAGEMENT AGREEMENT

Between

USDI, National Park Service, Midwest Region  
USDI, Bureau of Indian Affairs, Southern Plains Region  
USDI, Bureau of Reclamation, Great Plains Region  
USDI, Fish and Wildlife Service, Mountain Prairie Region  
USDA, Forest Service, Rocky Mountain Region, Agreement No. 02-CA-11020000-032

And

The State of Kansas  
Kansas State University, Kansas Forest Service  
Kansas Department of Wildlife and Parks  
Kansas Division of Emergency Management

IN ACCORDANCE WITH  
Acts of Congress

June 30, 1932, (31 U. S. C. 1535), Economy Act  
April 24, 1950, (16 U. S. C. Section 572), Granger-Thye Act  
May 27, 1955, (42 U. S. C. 1856a) Reciprocal Fire Protection Act  
August 18, 1970, (U. S. C. 1b-1), National Park System General Authorities Act  
May 22, 1974, (42 U. S. C. 5121 as amended) Disaster Relief/Emergency Assistance Act  
December 12, 1975, (16 U. S. C. 565 a-1), Cooperative Funds and Deposits Act  
October 21, 1976, (43 U. S. C. 1701), Federal Land Policy and Management Act  
Federal Water Project Recreation Act (P.L. 89-72), July 9, 1965  
Reclamation Act of 1902, June 17, 1902  
Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498)

Kansas Revised Statutes

KSA 48-904 Emergency Management Act  
KSA 76-425 Kansas Forest Service  
State of Kansas Emergency Operations Plan, Annex K  
KSA 32-807 Department of Wildlife and Parks

## CONTENTS

AUTHORITY	1
PURPOSE	4
RECITALS	4
INTERAGENCY COOPERATION AND COORDINATION	
1. State Authorities, Roles and Responsibilities	5
2. Joint Projects and Local Agreements	6
3. Incident Command System	6
4. Interagency Dispatch Centers	6
5. Multi-Agency Coordinating (MAC) Groups	7
6. Annual Operating Plan	7
7. Notification of Federal Excess Property	7
8. Fire Prevention Policies	7
9. Prescribed Fire and Fuels Management	7
10. Training	8
11. Communication Systems	8
12. Licensing	8
13. Automatic Weather Stations	8
14. Aviation Operations	9
PROTECTION RESPONSIBILITIES	
15. Definition of Responsibilities	9
16. Protection Areas and Boundaries	9
17. Methods of Fire Protection and Suppression	9
FIRE SUPPRESSION	
18. Closest Forces Concept	10
19. Shared Resources	10
20. Fire Notifications	11
21. Boundary Fires	11
22. Independent Action on Lands Protected by Another Agency	11
23. Appropriate Management Response	11
24. Wildland Fire Situation Analysis (WFSA)	11
25. Determination of Cause and Preservation of Evidence	12
26. Fire Reports	12
27. Post-Fire Analysis	12

## USE OF AND REIMBURSEMENT FOR SHARED RESOURCES

28. Appropriated Fund Limitation	12
29. Reimbursable Assistance	12
30. Duration of Assignments	13
31. Cost Sharing	13
32. Procurement	13
33. Loaned Equipment	14
34. Billing Procedures	14
35. Examination and Audit	16

## GENERAL PROVISIONS

36. Mutual Sharing of Information	16
37. Accident / Incident Investigations	16
38. Non-Wildland Fire and Medical Aid Responses	17
39. Existing Agreements	17
40. Employment Policy	17
41. Suppression and Damage Collection	17
42. Waiver of Claims	17
43. Third Party Claims	17
44. Amendments Procedure	18
45. Civil Rights	18
46. Performance	18
47. Duration of Agreement	18
48. County and Local Fire Service Entities	18

SIGNATURES	19
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EXHIBIT A - Glossary of Terms	20
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EXHIBIT B - Annual Operating Plan Outline Guide	23
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EXHIBIT C - Sample Cost Share Agreement	27
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## PURPOSE

The purpose of this Interagency Cooperative Fire Management Agreement (hereinafter referred to as the Agreement) is to document agreement and commitment to fire management assistance and cooperation. This Agreement is entered into by and between:

The State of Kansas, through Kansas State University on behalf of the Kansas Forest Service, the Kansas Department of Wildlife and Parks, and the Kansas Division of Emergency Management, hereinafter called the State; and

The United States Department of Agriculture Forest Service, through the Regional Forester for Region 2, Rocky Mountain Region, hereinafter called the Forest Service; and

The United States Department of the Interior, National Park Service, Midwest Region, hereinafter called the Park Service; and

The United States Department of Interior, Fish and Wildlife Service, Mountain Prairie Region, hereinafter called Fish and Wildlife Service; and

The United States Department of Interior, Bureau of Indian Affairs, Southern Plains Region, hereinafter called the BIA; and

The United States Department of Interior, Bureau of Reclamation, Great Plains Region, hereinafter called Reclamation; and

The Forest Service, Park Service, Fish and Wildlife Service, Bureau of Reclamation, and BIA may hereinafter be jointly referred to as the "Federal Agencies".

All Federal Agencies and the State may hereinafter be jointly referred to as the "Agencies".

Words and phrases used herein may have different meanings or interpretations for different readers. In order to establish a common understanding, words and phrases as used herein are defined in a Glossary attached as Exhibit A.

## RECITALS

Whereas: The State will act as the coordinator for Kansas County and/or local fire service entities, except for Tribal fire services, for the purposes of coordinated fire management services within and beyond the boundaries of the State per agreement between the State and the Counties in the Annual Operating Plan;

Whereas: State, Private, and Federal lands of the respective Agencies and Counties are intermingled or adjacent in some areas of Kansas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;

Whereas: The Federal Agencies maintain fire protection organizations for protection of Federal lands within the United States, and the State provides for organized fire protection on State lands and provides technical fire assistance and coordination for County and privately owned lands;

Whereas: The Counties and local fire service entities have fire protection responsibilities and provide fire suppression services on State and privately owned lands; upon request of the local County, the State provides assistance to Counties in emergency situations that are beyond the County's capabilities;

Whereas: It is to the mutual advantage of the State and the Federal Agencies to coordinate efforts for the prevention, readiness, detection, and suppression of wildland fires in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency and effectiveness;

Whereas: It is the intent of the parties hereto that State resources may be available to assist in the suppression of wildland fires on all Federal lands, and on other lands upon which the Federal Agencies provide fire suppression support, including other States;

Whereas: It is the intent of the parties hereto that Federal resources may be available to assist in the suppression of wildland fires on all State, County, and private lands;

NOW, THEREFORE, in consideration of the mutual premises and conditions herein made, it is agreed as follows:

## INTERAGENCY COOPERATION AND COORDINATION

### 1. State Authorities, Roles and Responsibilities:

a. **Fire Departments/Districts:** Fire departments/districts have local initial attack suppression responsibilities on State and private land. When an incident exceeds local capabilities, requests for additional resources may be placed with the Kansas Forest Service.

b. **Kansas Forest Service:** Under the general supervision of the Kansas Board of Regents and direct administration of Kansas State University, the Kansas State Forester shall supervise all service programs related to forestry and forestation, including but not limited to tree distribution and planting, wildland fire control, development, protection and use of forest resources and other programs promoting forest management and forestation. The State Forester shall provide assistance for the prevention and suppression of forest, brush or grassland fires in non-federal areas of the State except on lands within the exterior boundaries of incorporated cities. In addition, the Kansas Forest Service will, upon request from local Counties or fire districts, assist in filling requests for additional fire suppression resources.

c. **Kansas Division of Emergency Management:** The Division of Emergency Management provides overall coordination of State and local activities related to emergency management to prevent, minimize, assess, and respond to damage resulting from disasters.

Upon approval of a request from the Kansas Forest Service, Emergency Management will initiate the State of Kansas Emergency Operations Plan and request a State emergency declaration if necessary.

d. **Kansas Department of Wildlife and Parks:** The Department is charged with providing fire protection on lands under the jurisdiction of the Secretary of the Department. The Department has access to tractors and disks, tractors with rear blades attached, a limited number of road graders, a very limited number of bulldozers, and firefighting equipment.

Each of the Agencies which are signatory to this Cooperative Fire Agreement shall appoint one representative to a Steering committee that will be called the Kansas Interagency Wildfire Council (KIWC). Additional members from agencies, associations, etc. may be appointed by the KIWC for training, fire prevention and protection needs of the 105 Counties in Kansas.

2. **Joint Projects and Local Agreements:** The State, Counties, or any of the Federal Agencies may jointly conduct mutual interest projects, within their authority, to maintain or improve the fire management capability of the agencies or Counties. These projects may be in such activities as suppression, preparedness, land rehabilitation, fuel management, prescribed fire, training, rural fire assistance, prevention, public affairs, wildland/urban interface fire coordination and other beneficial efforts. Such projects will be documented in the Annual Operating Plan, local agreements, or other appropriate written documents. Documentation will include the authority, objectives, role of each agency, and each Agency's or County's share of costs.

Such local arrangements shall not be in conflict with the terms of this Agreement. Local agreements may be executed, as delegated to unit administrators of Agencies party to this agreement.

3. **Incident Command System:** The Agencies should operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS) as appropriate for providing qualified resources and for the management of incidents under the terms of this agreement. Qualifications for local resources utilized on their own jurisdictions for fire suppression will meet that jurisdiction's standards. On joint jurisdictions, a determination will be made on the qualification standards to be used. Resource qualifications should meet National Wildfire Coordinating Group (NWCG) standards and will be specified in the Annual Operating Plan. Resources requested and utilized outside their normal operational jurisdiction for Federal incidents must meet NWCG qualifications and typing standards.

4. **Interagency Dispatch/Service Centers:** The Agencies agree to maintain, support, encourage, and participate in Interagency Dispatch Centers. The Centers are to be under the direction of the local coordinating groups to foster cooperation, avoid wasteful duplication and facilitate maximum efficiency in wildland fire management programs. Agencies agree to use the Rocky Mountain Area Coordination Center and the Pueblo Interagency Dispatch Center as the centers for national and statewide intelligence gathering, coordination and prioritization of resources for wildland fire emergencies. Staffing, funding, and level of participation will be

agreed to and documented in the Annual Operating Plan. The appropriate geographic area mobilization guide will be the primary document to identify approved policy, procedures, and organizations.

**5. Multi-Agency Coordinating (MAC) Groups:** During periods when fire activity is significant enough to require prioritization of fires in order to allocate critical or scarce resources, MAC groups will be established to accomplish that priority setting. Three levels of MAC groups may be assembled as appropriate in geographic, State, or local area.

**6. Annual Operating Plan:** An Annual Statewide Operating Plan will be developed by the signatory agencies to this agreement through the Kansas Interagency Wildfire Council, and agency administrators with delegated authority will be the approving officials. Subjects identified in the Annual Operating Plan Outline Guide, attached as Exhibit B will be addressed, if applicable, and displayed in that format.

Local operating plans, submitted from the local level, will outline the details of implementing this Cooperative Fire Management Agreement for local geographical areas. Unit Administrators will normally have the responsibility for developing and approving Local Operating Plans through their Local Emergency Planning Committee and will submit them to their respective County Emergency Management Agency and the Kansas Division of Emergency Management per K.S.A. 48-929 and K.S.A. 12-16, 117. A portion of the agreed requirements under this section will be met with the annual development and approval of appropriate geographic area mobilization guides.

**7. Notification of Federal Excess Property:** Every effort will be made to notify the State of fire related property and equipment that is to become excess to the needs of any Federal Agency, for use in the State Cooperative Fire Program.

**8. Fire Prevention Policies:** Unit Administrators will ensure that fire prevention goals, objectives, and activities are planned at local and Statewide levels and are addressed in the Annual Operating Plan. Specific fire prevention plans should be developed by local interagency fire management personnel. Agencies may pool resources and share costs of wildland fire prevention activities. Fire restrictions and closures will be issued and lifted by the Governors Office or local authority or federal agencies having jurisdiction on a coordinated, interagency basis whenever practical as described in the Annual Operating Plan and appropriate geographic area mobilization guide.

**9. Prescribed Fire and Fuels Management:** The Agencies and Counties may agree to cooperate in the development and implementation of prescribed burning programs and projects.

Local cooperative efforts may include activities such as Wildland Fire Use for Resource Benefits, fuels management, and prescribed fire. Such projects will be documented in the Annual Operating Plan, local agreements, burn plans, or other appropriate written documents. Documentation will include the objectives, role of each agency, and each agency's share of costs. Such local arrangements shall not be in conflict with the terms of this Agreement. Local

agreements may be executed as delegated to unit administrators of agencies party to this agreement.

If parties to this Agreement conduct a cooperative prescribed fire, details covering cost sharing, reimbursement, and responsibility for suppression costs, should it escape, shall be agreed upon and documented in the burning plan. Qualifications of personnel involved in interagency prescribed burning projects will comply with NWCG standards.

Wildland fires resulting from escaped prescribed fire ignited by a party to this Agreement on lands it manages, shall be the responsibility of that party. The party responsible for the prescribed fire will reimburse other parties to this Agreement, consistent with the terms and conditions contained herein, for all suppression costs of supporting Agencies and Counties. In all cases, however, the payment of such claims by an Agency of the State of Kansas shall be limited to that amount as ultimately determined by a court of competent jurisdiction under applicable state or federal law. Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires under the terms and conditions of federal and State law.

**10. Training:** The Agencies will cooperate in wildland fire, prescribed fire, and aviation training, including training scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach. If an agency hosts an NWCG training course for multi-agency participation, course content and instructor competency must meet NWCG standards.

In order to accomplish these objectives, in part, the Agencies will support and participate in direction given by KIWC.

**11. Communication Systems:** The Agencies and Counties may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites where there is a mutual benefit to the parties. Such agreement shall be approved only by authorized personnel for each Agency or County and will be documented in the Annual Operating Plan, or other agency-specific documentation.

**12. Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet Agency, State, and Federal regulations. Drivers and operators will not be exempt from Department of Transportation requirements, including commercial driver's licensing.

**13. Automatic Weather Stations:** The Agencies will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and joint use of computer software, as authorized. The Agencies will jointly evaluate and agree to any deletions or additions to the system.

## 14. Aviation Operations

A. General: The Agencies agree to cooperate in use of aviation resources to foster safe, effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with each Agency's aviation rules, policies and directives, and Aviation Operation Plans.

B. Interagency Aviation Operations: Interagency funding, staffing, and utilization of operations will be pursued when an Interagency approach is appropriate and cost effective. Inventories of and/or procedures for aviation operations will be provided in the appropriate geographic area mobilization guide.

C. Pilot and Aircraft Approvals: Federal policy requires Federal and State pilots and aircraft to be inspected and approved by carding or letter of certification by the Forest Service or the USDI Office of Aircraft Services for Federal Agency missions or transport of Federal employees.

D. Contract/Rental Vendors: Federal policy requires that pilots and aircraft be inspected and approved, either by the Forest Service or by the USDI Office of Aircraft Service or DOT Federal Aviation Administration, as required. This inspection process may be done jointly by the Federal agencies, or by one Federal agency acting in the lead role. Upon request, State of Kansas staff may participate in the inspection and approval of vendors located within the State of Kansas.

## PROTECTION RESPONSIBILITIES

15. **Definition of Responsibilities**: The parties hereto shall be distinguished as follows:

Protecting Agency - The Agency or organization responsible for providing direct wildland fire protection to a given area pursuant to this agreement.

Supporting Agency - An Agency or organization providing fire suppression or other support and resources to the Protecting Agency.

Jurisdictional Agency - The Agency or organization which has overall land and resource management and/or protection responsibility as provided by Federal or State law.

16. **Protection Areas and Boundaries**: Annually, the Agencies will agree upon wildland fire protection responsibilities for lands within their respective jurisdictions. This will normally be accomplished at the local level. Protection areas and boundaries will be established, mapped and/or described, and made a part of the Annual Operating Plan.

17. **Methods of Fire Protection and Suppression**:

A. Reciprocal (or Mutual Aid) Fire Protection. As deemed appropriate, the Agencies and

Counties may, by agreement, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility.

Within such zones, a Supporting Agency will take initial attack action in support of the Protecting Agency. Under no circumstances will Supporting Agencies be required to deplete local resources in order to honor a mutual aid request. The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The mutual aid period, not to exceed 24 hours, will be documented in the Annual Operating Plan.

B. Reimbursable (or Cooperative) Fire Protection. The Protecting Agency may request fire suppression resources of others for its protection work. Except as described under Reciprocal Fire Protection (Mutual Aid) in A. above, such resources are to be paid for by the Protecting Agency.

C. Exchange (or Offset) Fire Protection. Agencies and Counties may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as may be appropriate and mutually agreed to by the parties. Exchange zones will be documented in the Annual Operating Plan.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. (In this situation, the Jurisdictional Agency is considered a Supporting Agency.)

The provisions described in the Boundary Fires section apply to fires that occur on or near the Boundary of exchange zones.

D. Fee Basis (or Contract) Fire Protection. For an agreed upon fee, one Agency or County may assume fire protection responsibilities on lands under the jurisdiction of another. The terms and conditions of such arrangements must be included in the Annual Operating Plan.

## FIRE SUPPRESSION

18. **Closest Forces Concept:** The primary guiding principle for dispatch of initial and extended attack suppression resources will be the use of the closest available resource concept, regardless of the ownership of those resources and regardless of which Agency has protection responsibility.

19. **Shared Resources:** Interagency funding, staffing, and utilization of aircraft, engines, crews, or fire facilities will be pursued wherever an interagency approach is appropriate and cost effective. Staffing and funding will be commensurate with each Agency's use of the resources and will be agreed to and included in the Annual Operating Plan or at the time of the incident.

**20. Fire Notifications:** Each Agency will promptly notify the appropriate Protection Agency of fires burning on or threatening lands for which that Agency has protection responsibility.

**21. Boundary Fires:** A fire burning on, or adjacent to, a known or questionable protection boundary will be the initial attack responsibility of the protecting Agencies on either side of the boundary. The initial attack Incident Commanders of the involved Agencies shall mutually agree upon fire suppression resources. When a fire burns on both sides of a protection boundary, beyond the mutual aid period, a cost share agreement shall be prepared and approved by the Unit Administrator or their designee for all actions as outlined in Exhibit C, Sample Cost Share Agreement.

**22. Independent Action on Lands Protected by Another Agency:** Any participating Agency may, upon its own initiative and with appropriate notification and coordination, attack wildland fires on lands which are under the direct protection of another agency. None of the parties to this agreement shall perform any fire suppression action which is contrary to the limitations found in the Annual Operating Plan. The Protecting Agency will assume command of all fire suppression action when a qualified incident commander of that agency arrives at the fire.

**23. Appropriate Management Response:** All fire suppression action conducted on lands of another Agency will be consistent with that Agency's fire suppression policy and the terms of this Agreement.

The Special Management Considerations section of the Annual Operating Plan will establish procedures and criteria for unit administrators of the agencies to communicate land management considerations to Incident Commanders.

Restrictions in firefighting tactical techniques, such as use of heavy mechanized equipment in special management areas (e.g., wilderness areas, Wild and Scenic Rivers, roadless areas, and threatened and endangered species habitat) will be delineated on protection unit maps or otherwise identified by the Jurisdictional Agency in the Annual Operating Plan. In areas of intermingled jurisdiction, such considerations will include protection priorities of adjacent Agencies.

Unless otherwise agreed, the Jurisdictional Agency will provide a Resource Advisor to advise the Protecting Agency of any special conditions which may influence suppression action. The Incident Commander will incorporate special conditions in the incident planning process, subject to delegation of authority.

**24. Wildland Fire Situation Analysis (WFSA):** The Federal Agencies' policies require that a Wildland Fire Situation Analysis be completed for all fires on Federal land which escape initial suppression action. This procedure requires Federal Agency unit administrator participation. When fires occur on State-protected Federal lands, the responsible unit administrator will actively involve the State in this process. Operating Plans will contain procedures for development and unit administrator approval of the Wildland Fire Situation Analysis.

Responsibility for strategic and tactical implementation shall rest with the Incident Commander.

25. **Determination of Cause and Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces, regardless of whether they are the Jurisdictional Agency, Protecting Agency, or Supporting Agency, will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire. Agencies shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions to the fullest extent possible. Each Agency shall be responsible for fire-related law enforcement activities on wildland fires that originate on their respective lands. To the extent permitted by Federal and State law, the Protecting Agency will provide investigation files relative to the fire to the Jurisdictional Agency for legal action and/or prosecution.

26. **Fire Reports:** In incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will furnish a copy of their fire report to the Jurisdictional Agency within the timeframe specified in the Annual Operating Plan, or within 15 days for the Bureau of Indian Affairs.

27. **Post-Fire Analysis:** To benefit from lessons learned on fire incidents falling under the terms of this Agreement, the Agencies and local fire service entities may conduct post-fire analysis. Such critiques or reviews will be conducted jointly by the local fire service entities, State and/or the affected Federal Agency(s). These analyses may be requested by the Jurisdictional, Supporting, or Protecting Agencies.

#### USE OF AND REIMBURSEMENT FOR SHARED RESOURCES

28. **Appropriated Fund Limitation:** Nothing herein shall be interpreted as obligating the Federal Agencies or the State, County, or local fire service entities to expend funds, or as involving the United States or the State of Kansas in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

29. **Reimbursable Assistance:** Reimbursable Assistance refers to those fire suppression resources that are to be paid for by the Protecting Agency. Reimbursable Assistance resources must be requested by the Protecting Agency or supplied through automatic or mutual aid systems. Such resources must be recorded by the resource order process within the dispatching systems of both the Protecting Agency and Supporting Agencies; if such documentation is not completed, these resources are not reimbursable. Except as otherwise provided, all costs incurred as the result of an incident and documented as stated above are generally reimbursable, such as but not limited to:

- a. Costs incurred for suppression and move-up and cover resources.
- b. Transportation, salary, benefits, and per diem of individuals assigned to the incident.

- c. Additional support dispatching services requested through a resource order.
- d. Cost of equipment in support of the incident; contract equipment costs and operating cost for Agency equipment.
- e. Aircraft, airport fees, foam, and retardant costs.
- f. Cost of reasonable and prudent supplies expended in support of the incident.
- g. Charges from the State for State controlled resources such as County and local resources.

The resources of the State, Counties, and local fire service entities of Kansas are defined as cooperators, not contractors for the purposes of fire management activities. Rates established annually in the Cooperative Resource Rates Form are accepted by all agencies and Counties and will be used for reimbursement calculations for both in-state and out-of state incidents. Emergency Equipment Rental Agreements will be used to hire equipment that was not listed for availability prior to the incident, and reimbursement rates for the equipment will follow Regional Incident Business Management Handbook guidance.

**30. Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. Agencies agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Federal resources are expected to be released after 14 operational days. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies.

**31. Cost Sharing:** A cost share agreement will be prepared by the responsible unit administrators (as defined in EXHIBIT A, Glossary) or their authorized representatives when there is (1) a multi-jurisdictional incident or, (2) an incident which threatens or burns across direct protection boundaries of the State and Federal Agencies. See EXHIBIT C for a sample cost share agreement. A general approach to cost sharing on local incidents will be outlined in the Annual Operating Plan but can be superseded by an incident specific cost share agreement.

The Agencies agree that they will absorb all reasonable and necessary costs incurred to meet the protection responsibilities within their own Direct Protection Area. Typically, suppression actions and their associated costs are driven by perceived threat to values at risk. Values at risk may, in turn, require more intense suppression efforts and, therefore, higher suppression costs in one Agency's direct protection area than in another. These situations will be considered when determining each Agency's share of the costs for an incident.

For temporary support level functions or facilities established during periods of extraordinary fire danger or activity, similar cost sharing procedures may be used by the involved Agencies.

**32. Procurement:** The State receives its procurement authority from State laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the

management of an incident (including an incident within the direct protection area of a Federal Agency); the State will comply with State laws and regulations covering procurement. Procurement costs by one Agency in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All resource ordering is subject to concurrence and accountability to the Protecting Agency.

33. **Loaned Equipment:** Equipment loaned, without operator by one Agency or County to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, fair wear and tear expected. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

### 34. **Billing Procedures**

#### A. Fire Suppression Billings

1. Federal Billings: Federal Agencies will not bill each other for fire suppression support. Federal Agencies will submit bills to the State whenever Kansas (State, County, or local) is the Protecting Agency.

2. State and Local Billings: When the State or local fire service entities are the supporting agency and the fire is within the state of Kansas, the State or local fire service entity may bill the protecting host unit. Any time State and/or local resources respond to a fire outside of Kansas, the State will coordinate and bill all applicable costs to the Forest Service, Rocky Mountain Region.

3. Billing amounts do not apply to Reciprocal Fire Protection (Mutual Aid).

4. Fire Numbers: Agencies will share their respective individual fire numbers for cross-referencing purposes.

5. Billing Estimates/Time Frames: On fires where costs are incurred pursuant to the terms of this agreement, the billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 60 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 6 months after control of the fire.

Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other party.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by May 15. The State will submit unpaid obligational figures to the appropriate Federal Agency by September 15 for the previous Federal fiscal year.

After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties.

6. Billing Content: Bills will be identified by incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order number, inclusive dates, and will be supported by the following:

- Originals or copies of Fire Time Reports, SF-288
- Summary of travel charges
- Equipment Use Invoice
- Credit card bill, list of purchases
- Cost Share Agreement, when applicable

Payment for State resources will be made direct to the appropriate County or local fire service entity identified in the billing. The State will handle billing questions or disputes with the appropriate fire service entity.

7. Billing Addresses: Unless otherwise provided for in the Annual Operating Plan, all bills for services provided to the State will be mailed to the following address:

Kansas Forest Service, Attn: Rural Fire Coordinator  
2610 Claflin Road  
Manhattan, KS 66502-2798

All bills for services provided to the Forest Service and for all Federal and State units outside Kansas will be mailed to the following address:

USDA Forest Service  
Attn: Regional Accountant  
P. O. Box 25127  
Lakewood, CO 80225

All bills for services provided by the State to hosting USDI Agencies within Kansas will be mailed to the following addresses:

Bureau of Reclamation  
Attn: Resources  
203 West 2d Street  
P.O. Box 1607  
Grand Island, NE 68802-1607

National Park Service  
Midwest Field Area  
1709 Jackson Street  
Omaha, NE 68102

Bureau of Indian Affairs  
Southern Plains Region  
P.O. Box 368  
Anadarko, OK 73005

US Fish and Wildlife Service  
P.O. Box 25486, DFC  
Denver, CO 80225

8. Payment Due Dates: All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.

9. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

10. Payments: Payments will refer to the bill number and fire name and will be sent to the appropriate office.

11. Late Payment Charges: Late payment charges may be waived by the billing agency unless late payment charges are mandated or required by law. An agency may subtract unpaid obligations from bills received by agencies with delinquent payments.

B. Fire Preparedness, Prevention, Prescribed Fire, and Other Fire Activity Billings:

Agencies may bill one another for preparedness activities and administrative charges may be applied. Billings for preparedness and prevention activities will be addressed in the Annual Operating Plan. Provisions described above pertaining to suppression billing procedures, addresses, payment due dates, obligation information, and payments also apply to preparedness billings. Billings will outline services performed and include a copy of the Annual Operating Plan.

35. **Examination and Audit**: Agencies shall be subject to examination and audit for 3 years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

## GENERAL PROVISIONS

36. **Mutual Sharing of Information**: Agencies will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement, in accordance with applicable State and Federal rules and regulations.

37. **Accident/Incident Investigations**: Whenever an accident/incident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall take immediate steps to notify the Supporting Agency. As soon as practical, the Protecting Agency, in accordance with their policy, shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of appropriate representatives from affected agencies.

**38. Non-Wildland Fire and Medical Aid Responses:** This Agreement is limited to wildland fire protection and does not include non-wildland fire protection and medical aid responses. However, this Agreement does not preclude Agencies from supporting one another in emergency situations as provided by their respective statutory authority, policies, procedures, or other agreements. In the event of a Presidential Disaster Declaration, the Agencies may assist one another under the provisions of this agreement as long as requested resources are available and all other provisions of this agreement are met.

**39. Existing Agreements:** Existing agreements remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements can be incorporated into the Annual Operating Plan provided for under this Agreement, and not later than one year after date of execution of this agreement.

**40. Employment Policy:** To the extent permitted by Federal law, when State personnel are suppressing wildland fires after the mutual aid period ends, on lands for which the Federal Agencies are responsible, and at such time when they are specifically assigned to the direct supervision of the Federal Agencies, such State personnel although not Federal employees for any other purposes, shall be considered as Federal employees for the purpose of the Federal Employees Compensation Act and Federal Tort Claims Act in consequence of the performance under this Agreement.

**41. Suppression and Damage Collection:** Nothing in this Agreement shall preclude the Federal Agencies or the State from collecting damages and suppression costs from third parties (civil actions for recovery may be taken independently) under the civil liability provisions of Federal and/or State statutes and/or common law in a manner provided by applicable law. However, whenever such collections have the effect of reducing the net expenditures of the billing Agency, then the bill will be reduced proportionate to the amount collected.

**42. Waiver of Claims:** The State and Federal Agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement.

Agencies will be liable for their own actions during Mutual Aid response or Independent Action.

**43. Third Party Claims:** Any liability to third parties which may arise under the performance of this Agreement shall be determined solely under the Federal Tort Claims Act as to the Federal Agencies. This Agreement is for the benefit of the parties only, and may not be enforced by any other person or entity.

The State of Kansas does not waive its sovereign immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with regard to any action related to this agreement.

44. **Amendments Procedure:** The terms of this Agreement may be amended at any time by written mutual consent of all parties hereto.

45. **Civil Rights:** The Agencies shall comply with all State of Kansas and Federal statutes relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex.

46. **Performance:** Any Agency shall have the right to enforce this Agreement by any available remedy under the laws of the United States or the State of Kansas.

47. **Duration of Agreement:** The term of this Agreement shall commence for each Agency upon the date of their signature below and shall continue for 5 years, unless terminated earlier, or subject to extension. Any party shall have the right to terminate their participation in this Agreement upon written notice to all parties.

48. **County and Local Fire Service Entities:** To facilitate the purpose and intent of this Agreement, the State will use its best efforts to establish cooperative fire agreements with the Counties and local fire service entities in Kansas which have local wildland fire responsibilities.



## EXHIBIT A

### GLOSSARY OF TERMS

**Administrative Costs (Charges):** Any expenses not charged directly to a program, project, or fire. They include general overhead personnel and administrative services. For the State, the administrative charge is identified as those charges and expenses used to determine the "indirect rate". All activities that can be identified and charged to specific projects, and not excluded elsewhere in this agreement, are considered direct costs and may be billed with proper documentation.

**Agencies:** The parties to this agreement.

**Agency Administrator:** Agency officials who are signatory to this agreement, as follows: Kansas Forest Service, State Forester; Kansas State University, Assistant Vice Provost/Research; Kansas Division of Emergency Management, Administrator; Kansas Department of Wildlife and Parks, Secretary; Bureau of Land Management, State Director; Forest Service, Rocky Mountain Region, Regional Forester; Bureau of Indian Affairs, Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director; Bureau of Reclamation, Regional Director.

**Agency Representative:** An individual assigned to an incident with full authority to make decisions on all matters affecting that Agency's participation at the incident.

**Annual Operating Plan:** An annually updated document authorized by the appropriate officials for implementing the Interagency Cooperative Fire Management Agreement in their respective areas of responsibilities.

**Boundary Line Fire:** This includes (i) a fire burning jointly on lands of two or more parties or will soon burn across the boundary line and the boundary line is known, (ii) where the fire location is known, but the jurisdictional boundary on the ground is uncertain, or (iii) where the location of a reported fire is uncertain in relation to the jurisdictional boundary.

Once the exact location of the fire is determined in relation to the jurisdictional boundary, it ceases to be a boundary fire unless falling in category (i) above.

**Closest Forces Concept:** The philosophy of committing the closest available appropriate resources, regardless of agency, for initial attack or for critical need.

**Cooperator:** Organized fire forces of other agencies, paid or volunteers, public or private, at the local, municipal, State, or Federal level.

**Cost Share Agreement:** A document prepared between a Federal, State and/or local agencies to distribute costs on a multi-jurisdictional incident or an incident which threatens or burns across boundaries of direct protection areas of the agencies.

**County:** Employees, elected officials, and appointed officers of a County.

**Direct Protection Area:** That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided wildland fire protection by the State or its Counties or by a Federal agency. This may include land protected under exchange or payment for protection.

**Direct Costs:** All costs associated with direct fireline/fireground operations and incident support ordered by or for the incident. Excludes Overhead Costs.

**Draw Down Level:** A minimal level of resources usually available for initial attack to provide coverage for its area of responsibility. This level can change depending on local conditions. In the event that the required resources become unavailable, move up and cover resources will be needed to maintain the draw down level.

**Fire Management:** Activities and programs that include: the use of fire as a resource management tool, and protection of values from unwanted, uncontrolled wildland fire.

**ICS (Incident Command System):** The common emergency incident management system used on any incident or event and tailored to fit the specific management needs of the incident/event.

**Initial Attack Forces:** Wildland fire suppression resources of agencies initially dispatched to a fire in accordance with a pre-existing Annual Operating Plan or mobilization guide.

**Initial Attack Zone:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

**Move-Up and Cover:** Identifies a relocation of fire suppression resources from their established location to a temporary location to provide fire protection coverage for an initial attack response area.

**Mutual Aid:** Assistance provided by a Supporting Agency at no cost to the Protecting Agency. Mutual aid is limited to those initial attack resources or move-up and cover assignments that have been determined to be appropriate and as each may be able to furnish and are documented in the Annual Operating Plan. Sometimes called Reciprocal Fire Protection.

**Overhead Costs:** Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

**Preparedness:** Activities before fire occurrence to ensure effective suppression action. Includes training, planning, procuring and maintaining equipment, development of fire defense improvements, and maintaining cooperative arrangements with other Agencies.

**Prescribed Fire:** The planned and/or permitted use of fire to accomplish specific land

management objectives.

**Prevention:** Activities directed at reducing the number of human-caused fires, including such items as public education, law enforcement, dissemination of information, engineering, and the reduction of hazards.

**Protection Area Maps:** Official maps of the Annual Operating Plan.

**Protection Boundaries:** Mutually agreed upon boundaries which identify areas of direct fire protection responsibility and are shown on maps in the Annual Operating Plan.

**Reimbursable (Assistance by Hire):** Fire suppression resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its Annual Operating Plan. Excludes Mutual Aid.

**Resources:** All personnel, items of equipment and aircraft available for assignment of tasks.

**Rocky Mountain Coordinating Group:** A group consisting of the Agency Administrators or their designated representatives to oversee the terms of this Agreement and to provide general oversight for interagency wildland fire activities in Kansas.

**Suppression:** All the work of confining and extinguishing a fire beginning with its discovery through the conclusion of the incident.

**Unit Administrator (Line Officer):** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester as designated for the State Forest Service, Assistant Vice Provost/Research for Kansas State University, Secretary for Department of Wildlife and Parks, Administrator for Division of Emergency Management, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service, Area Manager for Bureau of Reclamation. May also include a County Commissioner, County Fire Warden, Fire District Board, or Joint Powers Board and/or their respective representative at the local level.

**Values to be Protected:** Include property, structures, physical improvements, natural and cultural resources, community infrastructure, and economic, environmental, and social values.

**Wildland:** Lands with few or no permanent improvements.

**Wildland Fire:** Any non-structural fire that occurs on wildland.

**Wildland Urban Interface (WUI):** Defined as the line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

## EXHIBIT B

### ANNUAL OPERATING PLAN OUTLINE GUIDE

The Statewide Annual Operating Plan will be a working document developed annually by the Kansas Interagency Wildfire Council for the purpose of implementing the Interagency Cooperative Fire Management Agreement. The Annual Operating Plan shall become part of the Interagency Cooperative Fire Management Agreement. This Annual Operating Plan covers specific actions and relationships that are best coordinated on a State level for continuity across the State.

The Plan must address items called for in the Agreement and document agreement between parties pertinent to working relationships, exchange of funds, etc. for the current year. The following outline provides a checklist of items deserving consideration in developing an Operating Plan. The Plan should include these items, where applicable, and follow this format:

1. Plan approvals from authorized Agency representatives with dates
2. Identification of the jurisdictions within the area of the Plan.
3. Authority for Plan, cite Interagency Cooperative Fire Management Agreement among the State and Federal Agencies.
4. Purpose of plan, brief narrative
5. Definitions and description of:
  - A. Fire Management Responsibilities and Priorities
  - B. Mutual Aid Response Areas by Dispatch Levels
  - C. Mutual Aid Move up and Cover Facilities
  - D. Special Management Considerations (wilderness areas, Wild and Scenic Rivers, research natural areas, archeological sites, roadless areas, other areas identified in land management planning documents, urban interface areas, or otherwise requiring special fire management procedures)
  - E. Responsibility for Non-Wildland Fire Emergencies
  - F. Repair of Wildland fire Suppression Damage
6. Fire Protection Resource List including prevention, detection, ground and air attack units, supervisory personnel, draw down levels, and other cooperating agencies.
  - A. Kind (by ICS type; i.e. Crews, Dozers, Engines, etc.)
  - B. Location
  - C. Anticipated Availability Period
  - D. Staffing Levels
  - E. Contact Points and Names
  - F. Fire Caches

7. Protection Area Maps Showing;
  - A. Jurisdictional Agency, Protection Unit, County boundary, area of responsibility and other plan needs.
  - B. Fire Protection facilities by Agency and location
  - C. Direct Protection Areas
  - D. Mutual Aid Dispatch Areas
  - E. Special Management Consideration Areas
  - F. Date Effective
  
8. Fire Readiness
  - A. Fire Planning
    1. Preparedness plans
    2. Prevention plans
    3. Prescribed fire plans
  - B. Wildland fire Training Needs and Coordination
  - C. Inspection Schedules
  
9. Wildland Fire Suppression Procedures
  - A. ICS Use
  - B. Detection Standards
  - C. Relationship with local mobilization guide
  - D. Notification about Fires
  - E. Establishment and Revision of Mutual Aid Dispatch Areas
  - F. Initial Attack Dispatch Levels and their determination
  - G. Dispatching and Resource Order Process
    1. Unified Command
    2. Boundary Fires
  - H. Reinforcements and Support
    1. Move up and Cover Locations and Procedures
  - J. Interagency procurement, loaning, sharing, or exchanging and maintenance of facilities, equipment, and support services
  - K. Interagency Sharing of Communications Systems and Frequencies
  - L. Wildland Fire Situation Analysis/Delegation of Authority
  - M. State Emergency Fire Fund
  - N. Dispatch Centers or other incident support facilities
  - O. Post Incident Action Analysis
  - P. Out of jurisdiction Assignments
    1. Standards
    2. Procedures
  
10. Aviation Procedures
  - A. Aviation map and narrative
    1. Hazards
    2. Sensitive Zones (urban interface, aquatic, wilderness, etc.)
    3. Hellspots, dip sites

- 4. Automatic dispatch zones (tied to preparedness planning)
  - 5. Detection routes
  - 6. Foam/retardant restriction areas
  - B. Flight following/frequency management
  - C. CWN aircraft, tactical and support aircraft
  - D. Fixed wing base management
  - E. Single Engine Attack Tanker Bases
  - F. Leadplane/Air Attack Activation
  - G. Aviation Requests and Operations
    - 1. Initial Attack
    - 2. Boundary Fires
    - 3. Wildland Urban Interface
    - 4. Mutual Aid Procedures
    - 5. Air Space Restrictions
  - H. Inspection Schedules
11. Fire Prevention
- A. General Cooperative Activities
  - B. Information and Education
    - 1. Fire Danger Information
      - a. Fire Weather Station Locations
      - b. Data Sharing and Methods
      - c. Fire Danger dissemination
      - d. Fire Prevention Signs
    - 2. Joint or Single Agency Press Releases
    - 3. Smokey Bear Program
    - 4. "Let's Talk Fire" Programs
    - 5. Red Flag Operations
    - 6. Firewise Communities Programs
  - C. Engineering
    - 1. Land Use Planning (wildland urban interface)
    - 2. Defensible space and fuels treatments
    - 3. Railroads and Utilities
  - D. Enforcement
    - 1. Issuing Open Burning and Campfire Permits
    - 2. Restrictions and Closures, (initiating, enforcement, and lifting)
    - 3. Fire Investigations
12. Fuel Management and Prescribed Fire Considerations
13. Cost Reimbursements
- A. Non-Reimbursable Items
  - B. Reimbursable Items
  - C. Wildland fire Prevention
  - D. Wildland fire Readiness

E. Wildland Fire Suppression

1. Dispatching
2. Initial Attack
3. Mutual Aid
4. Reinforcements
5. Aviation
6. Cost Share Plan
7. Out-of-jurisdiction Assignments
8. Billing Procedures
9. Resource Use Rates

14. General Procedures. How to handle:

- A. Periodic Program Reviews
- B. Annual Updating of the Plan
- C. Changes During Year (due to budget cuts or supplemental funding)
- D. Resolution of Disputes Procedure

15. Directory of Personnel and/or Authorized Agency Representatives

- A. Bureau of Reclamation
- B. Kansas Forest Service
- C. USDA Forest Service
- D. Bureau of Indian Affairs
- E. National Park Service
- F. Fish and Wildlife Service
- G. Kansas State University
- H. Kansas Division of Emergency Management
- I. Kansas Department of Wildlife and parks
- J. County
  1. Board of Commissioners
  2. Sheriff's Department
  3. Fire Departments
  4. Emergency Manager

EXHIBIT C

SAMPLE COST SHARE AGREEMENT

Per the master Kansas Cooperative Fire Management Agreement, the following is the Cost Share Agreement between the Agencies identified below as negotiated for the following incident.

INCIDENT NAME: \_\_\_\_\_

INCIDENT NUMBERS BY AGENCY: \_\_\_\_\_

START DATE AND TIME: \_\_\_\_\_

JURISDICTIONS/CAUSE: \_\_\_\_\_

INCIDENT COMMANDER(S): \_\_\_\_\_

This Cost Share Agreement between \_\_\_\_\_ and \_\_\_\_\_, as prepared under the following authorities provided by:

1: The Interagency Cooperative Fire Management Agreement between the State of Kansas, USDA Forest Service, USDI Bureau of Land Management, USDI National Park Service, USDI Bureau of Indian Affairs, USDI Fish and Wildlife Service, and USDI Bureau of Reclamation.

2. \_\_\_\_\_

3. \_\_\_\_\_

Agency Representatives participating in development of Cost Share Agreement:

Agency: \_\_\_\_\_

Agency: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**COST SHARE AGREEMENT FOR THE \_\_\_\_\_ INCIDENT**

It is hereby agreed that the cost basis on this Incident will be shared as follows:

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Rationale used in developing this cost agreement:

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The following section is optional but will be used only if costs are calculated on a percentage basis and a computer-based incident cost accounting system is not available:

AGENCY	DIRECT COSTS	AIR/RETARDANT COSTS
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %
TOTAL	100%	100%

This Agreement and the apportionment contained are our best judgments of Agency cost responsibilities on the date/time shown. Additional Cost Share Agreements for this Incident may be approved for future time periods as conditions and fire spread change.

Signature: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

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

## ITEMS TO CONSIDER WHEN NEGOTIATING A COST SHARE AGREEMENT

Negotiating cost share agreements within the State of Kansas has been delegated to the respective unit administrators in the Interagency Cooperative Fire Management Agreement. County officials must also be included. Cost share agreements are to be documented, including the basis or rationale used. The following guidelines should be considered when negotiating a cost share agreement. These are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory.

**Unit Administrator (Line Officer):** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers (USFS), Assistant State Forester, Fire Management, or State Forester Designate (State), Agency Administrator (BOR), Regional Director or Refuge Manager (USFWS), Park Superintendent (NPS), and Agency Superintendent (BIA), and may include a County commissioner, County fire warden, fire district board, or joint powers board at the local level.

### **General Guidelines:**

1. Agency budgeted costs normally are not shared.
2. Responsibility for claims are considered to be outside the scope of the cost share Agreement.
3. Rehabilitation costs other than on the fireline are the responsibility of the jurisdictional agency.
4. All cost share negotiations should include consideration to each agency's values at risk and resources assigned.
5. Cost share agreements should normally be reviewed at the end of each burning period and documented with review date and time.

**Method 1:** Cost can be shared proportionately based upon the acreage burned.

**Method 2:** Costs between the agencies can be based on a summary of daily estimated incident costs and each agencies, proportionate share thereof. If this method is used, daily cost sharing should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

**Method 3:** Costs can be shared based upon direct fireline resources assigned basis. Aviation resources, retardant, etc. should be on an actual use basis. Indirect costs are then shared proportional to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

## Definitions

**Direct Costs:** All costs associated with direct fireline/fireground and operations including aircraft, except airtankers and their retardant, and incident support ordered by or for the incident prior to completion of the cost share agreement. Airtanker costs and associated retardant costs are direct costs but normally are calculated at a separate cost share rate.

**Indirect Costs:** All other costs ordered by or for the incident but not defined as direct costs. Indirect costs may include office support personnel, mobilization/demobilization centers, dispatching, airbase operations, transportation from home base to camp, and minor or major equipment repairs to incident-assigned and damaged equipment (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost share agreement.