

MINUTES OF THE Senate COMMITTEE ON Energy and Natural ResourcesThe meeting was called to order by Senator Charlie L. Angell at
Chairperson8:00 a.m./~~p.m.~~ on Thursday, January 26, 1984 in room 123-S of the Capitol.All members were present ~~XXXX~~:

Committee staff present:

Ramon Powers, Research Department
Don Hayward, Revisor's Office
LaVonne Mumert, Secretary to the Committee

Conferees appearing before the committee:

Bob Binder, Kansas Water Authority
Tom Stiles, Kansas Water Office
Dave Pope, Chief Engineer, Division of Water Resources, State Board of Agriculture
Ken Brunson, Kansas Fish and Game Commission
Marsha Marshall, Kansas Natural Resource Council
Mary Fund, Kansas Rural CenterVice-Chairman Kerr moved that the minutes of the January 25, 1984 meeting be approved. Senator Chaney seconded the motion, and the motion carried.Copies of Water Purchase Contract No. 84-1 to Kansas-Oklahoma Conference of the United Church of Christ from Council Grove Lake were distributed to the Committee (Attachment 1).Chairman Angell said the Committee had been requested to introduce a bill dealing with the standardization of information on oil and gas royalty check stubs. Senator Chaney moved that the Committee introduce such a bill (3 RS 2065). Vice-Chairman Kerr seconded the motion, and the motion carried.Chairman Angell advised that the Committee had also been requested to introduce a bill concerning immunity from civil liability for persons helping in a hazardous materials accident. Senator Werts moved that the Committee introduce such a bill (3 RS 2064). Vice-Chairman Kerr seconded the motion, and the motion carried.

Bob Binder said he wanted to add to his testimony of last week. He pointed out that the Minimum Desirable Streamflows sub-section of the State Water Plan is quite brief and concise. Their goal was to produce a document that the average citizen could read and understand in 10-15 minutes. Mr. Binder introduced Tim Stiles as being the person primarily responsible for the drafting of the sub-section.

Tom Stiles reviewed the contents of the Minimum Desirable Streamflows sub-section. He stated that the draft contains recommended minimum streamflows for the Marais des Cygnes, Neosho, Cottonwood and Little Arkansas Rivers. He explained the Water Office had coordinated their work with the Division of Water Resources, Kansas Fish and Game, Kansas Department of Health and Environment, Kansas Geological Survey and federal agencies. A preliminary draft was developed and taken to 11 public meetings. Comments received at those meetings were incorporated into the working draft which was then presented to four public meetings held at Chanute, Erie, Halstead and Ottawa. After these meetings, further changes were made in the draft, and the draft was then approved by the Water Authority. Mr. Stiles discussed three policy issues regarding minimum desirable streamflows: the number of streams on which minimum desirable streamflows will be identified, the priority of existing water appropriations over minimum desirable streamflows and the enhancement of streamflows by using reservoir storage. Mr. Stiles pointed out they feel it is possible that the existing water rights can help achieve minimum streamflows by conveyance of the water down to the point of diversion, i.e., that water is serving to enhance minimum streamflows until it reaches the point of diversion. In developing the streamflow recommendations, water quality aspects, fishery needs, water availability and future economical development impact were considered. The recommended amounts are generally present at least 80% of the time. Responding to questions from Committee members, Mr. Stiles said the Water Office is attempting to use, whenever possible, the existing network of the Kansas Geological Survey stations for checkpoints. He said that no existing water rights can be cut off because of minimum streamflow standards, only rights issued after the standards are set will be junior to them.

CONTINUATION SHEET

MINUTES OF THE Senate COMMITTEE ON Energy and Natural Resources,
room 123-S, Statehouse, at 8:00 a.m./~~XXX~~ on Thursday, January 26, 19 84

Dave Pope briefly commented that a very good inter-agency working relationship existed on this project.

Ken Brunson read his written testimony (Attachment 2) in support of the Minimum Desirable Streamflow sub-section of the State Water Plan.

Marsha Marshall summarized her written testimony (Attachment 3) in support of the Minimum Desirable Streamflow sub-section. She praised the quality of work and the cooperation of the involved agencies.

Mary Fund read her written testimony (Attachment 4) in support of the Minimum Desirable Streamflow sub-section.

The meeting was adjourned at 8:55 a.m. by the Chairman. The next meeting of the Committee will be at 8:00 a.m. on January 27, 1984.

Senate Energy & Natural Resources

Jan. 26, 1984

<u>Name</u>	<u>Organization</u>
Richard D. Kready	KPL / Gas Service
Ed Reinert	Ks League Women Voters
B. J. SABOL	KDHE
Kent Jackson	KF&G
Bill Layher	Ks Fish and Game Comm.
Gyula F. Kovach	Kansas State Dept of Health
John A. Henderson	Ks. Water Office
Clark Duffy	"
Hugh W. Armstrong	KWA
Ralph Davis	DmD#5 St. John.
Ken Brunson	Ks. Fish & Game Comm.
Tom Stiles	KWO
David Pope	DWTC KSB
Marshall Tatum	KWA
Helen Schabel	Public
JOHN W. REH	Soil Conservation Service
Glen E. Kirk	U.S. Bureau of Reclamation
Mary Fung	Kansas Rural Center
Charles A. Hamm	KDHE
Bruce W. Janssen	KWA
BOB KNIGHT	KWA
JOE HARKINS	KWO
Bob Binder	KWA
DAN M. GEE	WESTERN POWER, CENTER
Roy D. Shenkel	KCPL
LARRY PANNING	KWA
Chip Wheeler	Ks Legis. Policy Group

Ed Peterson
J. Gottschamer
Marsha Marshall

KCC
KW0
KNPL

STATE OF KANSAS



John Carlin, Governor

KANSAS WATER OFFICE

Joseph F. Harkins
Director

Suite 200
109 SW Ninth
Topeka, Kansas 66612
913-296-3185

January 26, 1984

The Honorable Charlie L. Angell, Chairman
Senate Committee on Energy and Natural Resources

The Honorable David J. Heinemann, Chairman
House Committee on Energy and Natural Resources

Re: Additional Water Purchase Contract for Consideration in 1984 Session

Gentlemen:

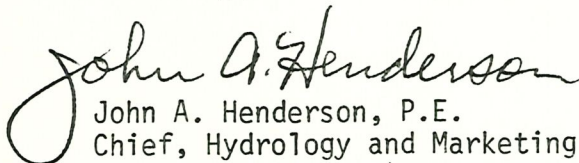
The Kansas Water Office has transmitted the following additional contract (copy attached) for consideration by the Kansas Legislature in the 1984 Session:

1. Water Purchase Contract No. 84-1 for sale of 1.50 million gallons per year from Council Grove Lake to Kansas-Oklahoma Conference of the United Church of Christ.

This contract was approved by the Kansas Water Authority on January 25, 1984. Water purchased under this contract will be used for water supply purposes at White Memorial Camp and Conference Center located adjacent to the Lake and operated by the Conference.

If you have any questions about this contract, please let us know.

Sincerely,


John A. Henderson, P.E.
Chief, Hydrology and Marketing

Enclosure

c: Mr. Ramon Powers, Legislative Research

Atch. 1

S T A T E O F K A N S A S
K A N S A S W A T E R O F F I C E

CONTRACT
Between the State of Kansas
and
KANSAS-OKLAHOMA CONFERENCE
UNITED CHURCH OF CHRIST
WHITE MEMORIAL CAMP AND CONFERENCE CENTER
MORRIS COUNTY, KANSAS

FOR A MUNICIPAL AND INDUSTRIAL WATER SUPPLY
from
COUNCIL GROVE RESERVOIR

Water Purchase Contract No. 84-1
January 25, 1984

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KANSAS WATER OFFICE
WATER PURCHASE CONTRACT NO. 84-1

01 This contract is executed and entered into this 25th day of
02 January, 1984, by and between the State of Kansas (hereinafter
03 referred to as the "State") as represented by the Kansas Water Office,
04 and the Kansas-Oklahoma Conference of the United Church of Christ,
05 White Memorial Camp and Conference Center, Morris County, Kansas,
06 (hereinafter referred to as the "Purchaser").

07 WITNESSETH: WHEREAS, the Purchaser desires to purchase water
08 for a municipal and industrial water supply; and

09 WHEREAS, the State has signed an Agreement (Contract No. DACW56-
10 75-C-0052) with the United States of America under the provisions of
11 the Water Supply Act of 1958 (Title III, P.L. 85-500), as amended, for
12 water supply storage space in the Reservoir; and

13 WHEREAS, the State has filed an appropriate water reservation
14 right on March 27, 1974, to divert and store water in the Reservoir; and

15 WHEREAS, the Director of the Kansas Water Office is authorized
16 by K.S.A. 74-2615, as amended, and by K.S.A. 82a-1305, as amended,
17 to negotiate contracts for the sale of water; and

18 WHEREAS, the Purchaser filed an appropriate application with
19 the State to negotiate the purchase of raw water from the Reservoir,
20 in compliance with the State Water Plan Storage Act, K.S.A. 82a-
21 1301 et seq., as amended; and

22 WHEREAS, the Purchaser's immediate and projected water supply
23 needs can be provided from the Reservoir; and

24 WHEREAS, the withdrawal and use of one million, five hundred
25 thousand (1,500,000) gallons of water annually from the Reservoir by

26 the Purchaser is in the interest of the people of the State of Kansas
27 and will advance the purposes set forth in Article 9 of Chapter 82a
28 of Kansas Statutes Annotated; and

29 WHEREAS, Purchaser's application to purchase raw water from
30 the Reservoir is approved for a maximum total amount of 1.5 million
31 gallons per year in accordance with Articles 9 and 13 of Chapter 82a
32 of Kansas Statutes Annotated.

33 NOW, THEREFORE, in consideration of the foregoing, the parties
34 mutually agree as follows:

ARTICLE 1. DEFINITIONS

01 As used in this contract, unless the context otherwise requires:

02 (a) "Authority" means the Kansas Water Authority, or its
03 successor.

04 (b) "Director" means the Director of the Kansas Water Office,
05 his or her successor, or designated representative.

06 (c) "Point of withdrawal from the reservoir" means the point
07 at which water is taken from the reservoir by pump, siphon, canal
08 or any other device; or released through the dam by gates, conduits,
09 or any other means.

10 (d) "Raw water" refers to untreated water at the point of
11 withdrawal from the reservoir.

12 (e) "Reservoir" means Council Grove Lake.

ARTICLE 2. TERM OF THE CONTRACT

01 The term of this contract shall be for a period of forty
02 (40) years beginning on the date of execution of this contract. The
03 Purchaser may commence using water at any time after the execution
04 of this contract by providing notice as provided in Article 12.

ARTICLE 3. LEGISLATIVE DISAPPROVAL AND REVOCATION

01 This contract, any amendment hereto, or renewal thereof is
02 subject to disapproval and revocation by the Kansas Legislature as
03 provided in K.S.A. 82a-1307, and amendments thereto.

ARTICLE 4. UNITED STATES APPROVAL

01 The Purchaser shall secure the right from the federal government
02 to construct, modify, alter, or maintain installations and facilities
03 when such installations and facilities are on federal lands. The
04 Purchaser shall bear the cost of construction, modification, operation,
05 and maintenance of Purchaser owned installations and facilities.

06 The Purchaser shall provide the Director with proof of any
07 easement granted by the federal government for rights-of-way across,
08 in, and upon federal government land required for intake, transmission
09 of water, and necessary appurtenances.

ARTICLE 5. COMPLIANCE WITH KANSAS STATUTES

01 This contract is subject to such statutes as may be applicable,
02 including specifically but not by way of limitation, the State
03 Water Planning Act, K.S.A. 82a-901 et seq., and amendments thereto;
04 the State Water Plan, K.S.A. 82a-927 et seq., and amendments thereto;
05 and the State Water Plan Storage Act, K.S.A. 82a-1301 et seq., and
06 amendments thereto; and the Purchaser agrees to comply with such
07 statutes and any amendments to said statutes which may be enacted
08 subsequent to the execution of this contract.

ARTICLE 6. QUANTITY OF WATER

01 a. Initial Quantity. During the term of this contract defined
02 in Article 2, subject to the conditions herein stated, the State
03 will permit the Purchaser to withdraw not more than sixty million,
04 (60,000,000) gallons of raw water from water supply storage in

05 the Reservoir; provided, however, that the State shall not be
06 obligated to furnish more than one million, five hundred thousand
07 (1,500,000) gallons of raw water in any one (1) calendar year. If the
08 Purchaser in any calendar year does not withdraw the entire annual
09 amount obligated under terms of this contract, the unused amount
10 of water shall not add to the Purchaser's entitlement in any subsequent
11 year.

12 b. Review and Adjustment. The Director shall review the quantity
13 and purposes for which water is used on the sixth anniversary of the
14 execution of this contract and on each annual anniversary for the
15 remaining portion of the term of this contract. The Director may
16 adjust the total amount of water contracted for on the sixth anni-
17 versary of the execution of the contract and on each annual anniversary
18 thereafter, if the Purchaser does not begin full payment for the water
19 under contract and another water user is ready, willing and able to
20 contract for such water.

21 c. Water Appropriation Rights. Any rights under the Kansas
22 Water Appropriation Act, K.S.A. 82a-701 et seq., and amendments thereto,
23 acquired by the Purchaser and having priority dates later than
24 March 27, 1974, shall not be used by the Purchaser in lieu of any
25 quantity of water obligated under terms of this contract. Any water
26 received under authority of such water appropriation rights shall
27 not be counted against the Purchaser's annual water entitlement
28 under this contract even though the Purchaser may have to pay the
29 State as if the water had been received under this contract as
30 provided in Article 9.

31 The Purchaser may use water withdrawn in accordance with the
32 terms of this contract without obtaining a permit or water right

33 under the Kansas Water Appropriation Act. Rights of the Purchaser
34 under this contract shall be entitled to the same protection as any
35 other vested property interest including vested water rights, water
36 appropriation rights, and approved applications for permit to appropriate
37 water.

ARTICLE 7. PRICE OF WATER

01 a. Price. The Purchaser agrees to pay the State at the rate
02 fixed in accordance with K.S.A. 82a-1306, and amendments thereto,
03 for each one thousand (1,000) gallons of raw water used or raw
04 water which must be paid for under terms of this contract throughout
05 the term of this contract; provided, however, that the Purchaser is
06 obligated and agrees to pay the minimum charges in accordance with
07 this Article regardless of the quantity of raw water actually used,
08 except as provided in Article 13. The rate for raw water which
09 must be paid for under terms of this contract shall be \$0.1177
10 for each one thousand (1,000) gallons during calendar year 1984.

11 b. Minimum Charge. The Purchaser agrees to pay to the State
12 a minimum charge whether or not water is withdrawn during the
13 calendar year. The minimum charge for each calendar year shall be
14 determined as provided in K.S.A. 82a-1306, and amendments thereto.
15 The minimum charge shall be subject to change as may be provided by
16 subsequent amendments to State statutes which affect the terms of
17 this contract. The minimum charge for calendar year 1983 and each
18 succeeding calendar year, unless changed by amendment of State statutes,
19 shall be the sum of the following two components:

20 (1) 50 percent of the total annual amount of water contracted for

21 during the term of this contract multiplied by the rate established in
22 accordance with paragraph (a) of this Article or as adjusted in
23 accordance with paragraph (c) of this Article; and (2) 50 percent of
24 the total annual amount of water contracted for purchase multiplied
25 by a rate per annum as interest equal to the average rate of interest
26 earned the past 12 months on the investment of State monies by the
27 Pooled Money Investment Board multiplied by the net amount of monies
28 advanced from State funds for the costs incurred and associated with
29 providing that 50 percent of the total annual amount of water con-
30 tracted for purchase.

31 c. Review and Adjustment of Rates. The Director shall review
32 the fixed rate stated in this article on July 15 of each year during
33 the term of this contract and may adjust the rate effective January 1
34 of the following year to reflect any change in experience by sub-
35 stituting the adjusted rate for the fixed rate then applicable to the
36 contract. Such adjusted rate shall be charged for all water used or
37 water which must be paid for under terms of this contract as provided
38 in Article 9. The Director shall notify the Purchaser by restricted
39 mail by July 31 of each year of the adjusted rate which will become
40 effective on January 1 of the ensuing year and shall notify the
41 Purchaser of the adjusted minimum payment which will be required
42 under the terms and conditions of this contract. Failure to
43 furnish such notification by July 31 shall not relieve the Purchaser
44 of the obligation to pay such adjusted rate.

ARTICLE 8. PURPOSE AND PLACE OF USE

01 a. Purpose. Water purchased under this contract shall be used
02 for purposes which are in the interest of the people of the State of
03 Kansas and which will advance the purposes set forth in Article 9
04 of Chapter 82a of Kansas Statutes Annotated, and amendments thereto.

05 b. Place of Use. The place of use for water purchased under this
06 contract shall be within the boundaries of White Memorial Camp
07 and Conference Center, Morris County, Kansas.

08 c. Approval of Change in Place of Use. The Purchaser shall
09 inform the Director of any intention to sell any water under this
10 contract to any person or entity located outside the geographical
11 limits described above. Whenever the Purchaser shall propose to
12 enter into a contract to sell water purchased under this contract to
13 any such person or entity outside the described geographical limits,
14 the Purchaser shall, before execution thereof, submit a copy of such
15 contract to the Authority for review. The Purchaser agrees not to
16 execute and enter into any such contract unless approved by the
17 Authority.

ARTICLE 9. BILLING AND PAYMENT SCHEDULE

01 a. Deferment. The beginning of the payment period shall be
02 deferred for a period of no years but not to exceed three
03 (3) years or until such time as actual use of the water contracted
04 for commences, whichever occurs first, if in order to use the water
05 contracted for, bonds are required to be issued, or the construction
06 of transmission or treatment facilities is required.

07 b. Payments. The Purchaser shall transmit all payments due
08 hereunder to the Director. Remittance for minimum payments shall
09 be paid to the Director in either one annual payment within thirty

10 (30) days after date of billing by the State or in equal monthly
11 installments during the calendar year in which the minimum payment
12 is due, whether or not water is withdrawn during the calendar year.
13 Remittance for payments due for water used in excess of the quantity
14 obligated by the minimum payment shall be paid to the Director in
15 full within thirty (30) days after date of billing by the State.

16 c. Determination of Charges. Charges for water for which
17 payment is required shall be determined by the State. The formulas
18 by which charges are computed shall be prepared by the Director with
19 the approval of the Authority. The Purchaser acknowledges and
20 agrees that said formulas and computations are subject to change,
21 based on subsequent amendments to State statutes which may affect the
22 terms of this contract.

23 d. Water Subject to Payment. The Purchaser shall pay as specified
24 in this contract for all water received under terms of this contract up
25 to the maximum quantity obligated by this contract. The Purchaser shall
26 be entitled to receive any water allowed under the Kansas Water Appro-
27 priation Act; provided, however, if the Purchaser receives one
28 million, five hundred thousand (1,500,000) gallons of water
29 or less in any one year from combined use under this contract
30 and any Purchaser held water rights having priority dates later
31 than March 27, 1974, then the Purchaser shall pay the State
32 regardless of the source of water, subject to the provisions
33 of Article 13(c).

34 e. Initial Minimum Payment. Except as provided in Article 9a,
35 the initial minimum payment shall become due on the day of execution
36 of this contract as defined in Article 2. Remittance for the
37 initial minimum payment shall be in accordance with Article 9b.

38 The initial minimum charge shall be prorated by the number of
39 months or portions thereof in service during the calendar year.
40 Payment of the initial minimum charge shall entitle the Purchaser
41 to receive during the remaining portion of the calendar year
42 the prorated portion of one-half (1/2) of the maximum annual
43 quantity of water as set forth in Article 6, without additional
44 charge.

45 f. Subsequent Minimum Payments. On each succeeding January 1
46 following the due date of the initial minimum payment, subsequent
47 minimum payments shall become due. Remittance for minimum payments
48 shall be in accordance with Article 9b. Payment of the minimum
49 payment shall entitle the Purchaser to receive during the calendar
50 year, without additional charge, one-half (1/2) of the maximum
51 annual quantity obligated under terms of this contract.

52 g. Water in Excess of Minimum. At the end of each calendar
53 year throughout the term of this contract or within thirty days
54 after the end of each calendar year, the State shall bill the
55 Purchaser for any water used during the calendar year in excess
56 of one-half (1/2) the total annual quantity of water purchased
57 under contract. The charge for this water shall be at the rate in
58 effect for the year in which the water was used. If the Purchaser
59 shall use a quantity of water in excess of the amount of water
60 used to compute the minimum charge, the Purchaser shall be given
61 credit for the proportionate share of the payment which was made as
62 an interest charge on the net amount of monies advanced from State
63 funds for the costs incurred and associated with providing 50 percent
64 of the total annual amount of water contracted for purchase.

65 h. Overpayment or Underpayment. If for reason of error in
66 computation, measuring device malfunction, or other causes, there
67 is an overpayment or underpayment to the State by the Purchaser of
68 the charges provided herein, such overpayment or underpayment shall
69 be credited or debited, as the case may be, to the Purchaser's
70 account for the next succeeding payment and the State shall notify
71 the Purchaser thereof in writing. However, all charges made in any
72 year shall be conclusively presumed to be correct six (6) months
73 after the end of such year.

74 i. Adjustment for Apportionment. In the event the Purchaser
75 is unable in any year due to apportionment under Article 13 herein
76 to withdraw the amount which the Purchaser is entitled to receive
77 after payment of the minimum payment, the amount of such minimum
78 payment in excess of the amount of water actually received by
79 Purchaser shall be credited to reduce the obligation of the Purchaser
80 during the next succeeding calendar year.

81 j. Overdue Payments. If the Purchaser shall fail to make any
82 of the payments when due, then the overdue payments shall bear
83 interest compounded annually at the rate prescribed in K.S.A.
84 82a-1317, and amendments thereto, during the term of this contract.
85 This shall not be construed as giving the Purchaser the option of
86 either making payments when due or paying interest, nor shall it be
87 construed as waiving any of the rights of the State that might
88 result from such default by the Purchaser.

ARTICLE 10. POINT OF WITHDRAWAL

01 The point of withdrawal from the Reservoir shall be in the
02 Southeast Quarter of the Southwest Quarter of the Southwest
03 Quarter (SE 1/4 of the SW 1/4 of the SW 1/4) of Section 34, Township

04 15 South, Range 8 East, in Morris County, Kansas.

ARTICLE 11. METERING OF WATER

01 The Purchaser shall at its own expense, furnish, install,
02 operate, and maintain at the place of diversion, a commercial
03 measuring device as approved by the Director.

04 The Purchaser shall test and calibrate as accurately as possible
05 such measuring device or devices whenever requested by the Director,
06 but not more frequently than once every twelve (12) months. A
07 measuring device shall be deemed to be accurate if test results
08 fall within a tolerance of plus or minus two (2) percent throughout
09 the full range of diversion. Certification of measuring devices
10 shall be obtained from a commercial testing company approved by
11 the Director.

12 The previous readings of any measuring device disclosed by
13 test to be inaccurate shall be corrected for the three (3) months
14 previous to such test or one-half (1/2) the period since the last
15 test, whichever is shorter, in accordance with the percentage of
16 inaccuracy found by such tests.

17 If any measuring device fails to register for any period, the
18 amount of water furnished during such period shall be determined by
19 the Director after consultation with the Purchaser.

20 The Purchaser shall read the measuring device on or before the last
21 calendar day of each month, and shall send such reading to the
22 Director within ten (10) days after it has been taken.

23 The Purchaser shall provide to the State monthly reports of
24 all water withdrawn from any sources under authority of Purchaser
25 held water use permits or water appropriation rights having priority
26 dates after March 27, 1974. Representatives of the State

27 shall, at all reasonable times, have access to the measuring device
28 for the purpose of verifying all readings.

29 The State may measure releases by means of a rating curve at
30 the point of withdrawal, or by other suitable means, as an auxiliary
31 measuring device to verify the accuracy of the Purchaser's
32 measuring device or to measure the amount of water furnished
33 when the Purchaser's measuring device fails to register.

ARTICLE 12. WATER WITHDRAWAL SCHEDULE

01 The Purchaser shall notify the Director, in writing, of the
02 date for the initial withdrawal of water at least forty-five (45)
03 days prior to such withdrawal. At such time the Purchaser shall
04 also notify the Director, in writing, of the amounts, times, and
05 rates of withdrawal of water required during the remainder of the
06 calendar year in which such initial withdrawal is made. The Purchaser
07 agrees to submit a water withdrawal schedule for each succeeding
08 calendar year to the Director on or before November 1 of each year.

09 Such proposed water withdrawal schedule shall be approved or
10 disapproved by the Director within thirty (30) days of the filing
11 of such schedule and, subject to his or her approval, such schedule
12 may be amended upon written request from the Purchaser. The Director
13 shall not unreasonably disapprove or withhold his or her approval
14 of the water withdrawal schedule.

15 The Purchaser's approved water withdrawal schedule shall
16 govern the rate of withdrawal, but in no event shall the Purchaser
17 withdraw water in excess of the maximum daily rate of twenty-five
18 thousand (25,000) gallons. Whenever the Purchaser wishes to
19 make a withdrawal of water provided under terms of this contract from the
20 reservoir other than as approved in the annual withdrawal schedule,

21 the Purchaser shall advise the Director at least two (2) working
22 days prior to the time such water is to be withdrawn from the
23 Reservoir. Such notice may be transmitted to the Director by oral
24 communication, but the notice must be confirmed in writing within
25 fifteen (15) days after the oral communication.

ARTICLE 13. CONTINUITY OF WATER SERVICE

01 (a) The Director shall make all reasonable efforts to perfect
02 and protect the water reservation right necessary for the satisfaction
03 of the water supply commitment. In the event it becomes necessary
04 for any reason to apportion the water among the persons having
05 contracts therefor, or to temporarily discontinue the furnishing of
06 water to such persons, the Director will give each person an oral notice,
07 followed by a written notice, of such action as far in advance as is
08 reasonably practicable.

09 (b) Neither the Director nor the Authority shall be responsible
10 or have any legal liability for any insufficiency of water or the
11 apportionment thereof, and the duty of the Director and the Authority
12 to furnish water is specifically subject to the following conditions:

13 (1) If the total amount of water contracted for withdrawal by
14 all purchasers from the Reservoir in the year is greater than the
15 supply available from the conservation water supply storage in the
16 Reservoir, the Director, with the approval of the Authority, will
17 apportion the available water among all the purchasers having
18 contracts therefor as may best provide for the health, safety, and
19 general welfare of the people of this State as determined by the
20 Authority.

21 (2) The Director shall evaluate the effect of sediment deposits

22 in the Reservoir and, if such evaluation indicates that the sediment
23 deposits have reduced the yield from the State's conservation water
24 supply storage space, the Director will apportion available water
25 among the persons having contracts in relation to the annual volume
26 of all water contracted.

27 (3) If the United States temporarily discontinues or reduces
28 water storage available to the State under its agreement with the
29 United States for the purpose of inspection, investigation, maintenance,
30 repair, or rehabilitation of the Reservoir or for other reasons deemed
31 necessary by the United States, the Director will apportion the
32 available water among the persons having contracts as determined by
33 the State.

34 (4) If, because of an emergency, the Director deems it necessary
35 for the health, safety, and general welfare of the people of Kansas
36 to reduce or terminate the withdrawal of water from the Reservoir,
37 the Director, with the approval of the Authority, will apportion
38 any available water among the persons having contracts therefor as
39 may best provide for the health, safety, and general welfare of the
40 people of Kansas.

41 (c) In the event the Director finds it necessary to apportion
42 the available water from the Reservoir among the persons having
43 contracts therefor, and such apportionment results in the Purchaser
44 being unable during the year to receive the amount of water that
45 has been purchased by payment of the minimum charge, the Purchaser
46 shall pay the State only for the amount of water actually made
47 available to the Purchaser during the year.

ARTICLE 14. LIABILITY

01 Neither the Director nor the Authority shall be liable for any
02 claim arising out of the control, carriage, handling, use, disposal,
03 or distribution of water furnished to the Purchaser beyond the
04 point of withdrawal as described in this contract except as provided
05 in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments
06 thereto; and the Purchaser shall hold the State harmless on account of
07 damage or claim of damage of any nature whatsoever arising out of
08 or connected with the control, carriage, handling, use, disposal, or
09 distribution of water beyond the point of withdrawal. Nothing in
10 this Article shall be construed to impair any protection of the
11 rights of the Purchaser as set forth in Article 6.

ARTICLE 15. AMENDMENT OR NULLIFICATION

01 The contract may be amended or nullified by written agreement
02 of the parties, as provided in K.S.A. 82a-1316, and amendments
03 thereto. The fixed rate as stated in this contract may be subsequently
04 adjusted on January 1 after the execution of the contract and on each
05 January 1 thereafter, pursuant to the terms and conditions of this
06 contract.

ARTICLE 16. ASSIGNMENT OF CONTRACT

01 No assignment, sale, conveyance, or transfer of all or any
02 part of this contract, or of interest therein, shall be valid
03 unless and until same is approved by the Authority under such
04 reasonable terms and conditions as the Authority may impose.

05 Whenever the assignment, sale, conveyance, or transfer of all
06 or any part of the water purchase contract involves a change in

07 either the place of use or the purpose of use, the Authority shall
08 have the option to cancel the water purchase contract or portion
09 thereof and make the water available for purchase by persons who
10 have filed applications in accordance with rules and regulations
11 for administration of the State Water Plan Storage Act, K.S.A. 82a-
12 1301 et seq., and amendments thereto.

ARTICLE 17. RENEWALS

01 When this contract expires, the Director shall give the Purchaser
02 the opportunity to refuse any new offering of the water before
03 offering the same to any other applicant.

ARTICLE 18. TERMINATION

01 In the event the Purchaser is unable to obtain, construct,
02 maintain, or operate the necessary water treatment and distribution
03 facilities, the Purchaser may terminate this contract upon giving
04 the State thirty (30) days written notice of its intent to do so,
05 and all rights and liabilities of the Purchaser hereunder shall
06 cease. Provided, however, that nothing in this Article shall be
07 construed to affect the duty of the Purchaser to pay the prorated
08 share of the minimum charge for the year in which the contract is
09 terminated or the actual charge for the quantity of water withdrawn,
10 whichever is greater, before notice of termination is given.

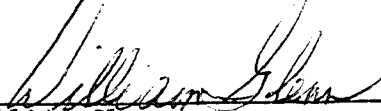
ARTICLE 19. SEVERABILITY

01 In the event any provision of this agreement or any part of
02 any provision of this agreement are held invalid by a court of
03 competent jurisdiction, such invalidity shall not affect other

04 terms hereof which can be given effect without the invalid provision
05 or portion of such provision, and to that end the terms of this
06 agreement are intended to be severable.

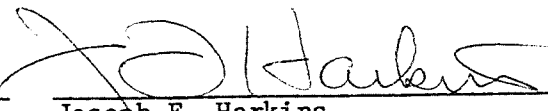
IN WITNESS WHEREOF, the parties hereto have executed this agreement as
of the day and year first above written.

KANSAS-OKLAHOMA CONFERENCE
UNITED CHURCH OF CHRIST



William Glenn
Conference President

THE STATE OF KANSAS, BY:



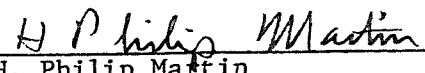
Joseph F. Harkins
Kansas Water Office

ATTEST:

WITH THE EXPRESS APPROVAL OF
THE KANSAS WATER AUTHORITY, BY:



Serilda Jane Thompson
Conference Treasurer



H. Philip Martin
Chairman
Kansas Water Authority

STATE WATER PLAN/MINIMUM DESIRABLE STREAMFLOWS
TESTIMONY PRESENTED TO THE SENATE ENERGY AND NATURAL RESOURCES COMMITTEE
by the
KANSAS FISH AND GAME COMMISSION
January 26, 1984

The Kansas Fish and Game Commission endorses the Minimum Desirable Streamflow sub-section of the Kansas Water Plan. Through our earlier remarks presented at the public hearing on this issue on December 1, and in this testimony today, it is our desire to convey to you the positive significance of these minimum desirable streamflow measures.

Staff members of the Kansas Fish and Game Commission have participated in minimum streamflow planning and negotiation meetings since the Governor's Task Force on Water dealt with this issue in the late seventies. It has been our pleasure to work closely with other professionals in the Water Office, the Kansas Department of Health and Environment and the Division of Water Resources in preparing recommendations for this plan. The apparent acceptability exhibited by this effort to date exemplifies the excellent interagency coordination that has been experienced since passage of the initial minimum streamflow legislation of 1980.

We based our fish and wildlife recommendations on state of the art methods for predicting impacts to fisheries given different flow regimes. Even though capabilities for prescribing exact flow amounts for fisheries maintenance do not exist, we have, through negotiation, arrived at what we consider to be base minimum flows. The Kansas Fish and Game Commission believes that these negotiated flows were rationally developed and reflect the concerns affected by the plan. The final recommendations for the Neosho, Cottonwood, Marais des Cygnes, and Little Arkansas Rivers are less than the streamflows we desired for optimum fish and wildlife benefits, but reasonable. The Commission, however, would be reluctant to agree to any further reductions. Even though they are less than optimum from our viewpoint, the recommended flow levels do constitute a significant water management and conservation achievement.

Our Kansas streams are very diverse and possess qualities that are all too often taken for granted. We estimate nearly 10,000 stream miles in the state offer recreational activities ranging from a youngsters catching a stringer of bullheads in some small, unnamed creek to a large, organized canoe race on the Kansas River. Our latest survey of Kansas anglers indicates that over 100,000 of them, nearly one-fourth of all our fishermen, prefer fishing streams as opposed to lakes and ponds. Stream corridors harbor the wildlife that attract the attention of a majority of our 50,000 licensed trappers, deer, turkey and furbearer hunters. Many of our water-fowl enthusiasts hunt streams--particularly late in the year when marshes and lakes are frozen. The number of wildlife photographers, birdwatchers and boaters who use or prefer streams add measurably to the total number of people having a direct recreational interest in the minimum streamflow issue. The wildlife these citizens pursue and enjoy would be adversely affected without the sustaining base flows that keep the associated river woodland habitats and fisheries thriving.

Flowing river attributes such as aesthetics are impossible to ascribe monetary value. However, by referencing the 1980 National Hunting and Fishing Survey conducted by the U.S. Fish and Wildlife Service along with some of our own studies, we are able to estimate that at least forty million

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dollars per year are spent by just the fishermen, hunters, and trappers who use streams in Kansas. Replacement values of the fish and wildlife resource itself would add measurably to this total along with all the other uses for which we have no expenditure information. Some critics of the minimum desirable streamflow plan may ask if it is affordable. If the State of Kansas is to properly manage its rivers and address the monetary and intrinsic values described here, how can we not afford this plan.

By approving this proposal, the Legislature will be giving sound guidance for water right administration as it affects streamflows. Not only will fish and wildlife resources be safeguarded, existing water rights will be afforded some protection also. This portion of the Kansas Water Plan, presented you by the Kansas Water Office and endorsed unanimously by the Kansas Water Authority, has been developed with consideration for the many competing uses of our stream water. It has been molded through exhaustive technical assessments of water supply and needs and public review and input. Therefore, we hope you will consider approving this plan without modifications for the benefit of thousands of future Kansans who will want to enjoy the same quality of flowing waters that we have now.

Kansas Natural Resource Council

Thursday, January 26, 1984
Senate Energy and Natural Resource Committee
Minimum Desirable Streamflow

My name is Marsha Marshall. I represent the Kansas Natural Resource Council, a private, non-profit, full time staffed organization with 360 members. We cooperate with several environmental, labor and farm organizations with memberships of several thousand.

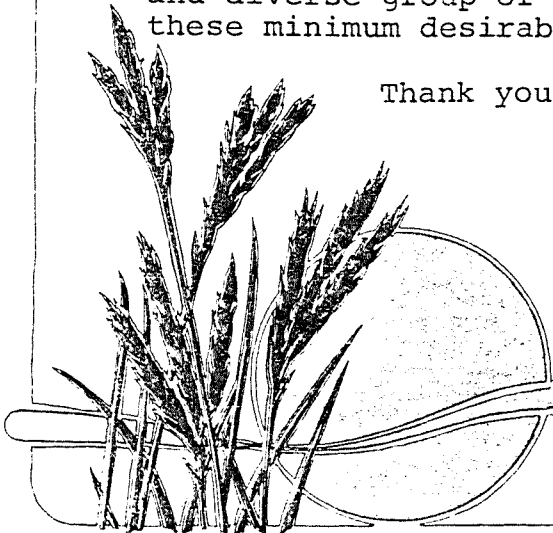
We strongly recommend that you join with the Kansas Water Authority in approving the minimum desirable streamflow sub-section of the Kansas Water Plan. Such well considered work deserves the honor of becoming the first such approved section. The concepts and standards represent a consensus of a broad range of agencies and consumer interests as well as business and municipal concerns.

If you act to approve this minimum desirable streamflow sub-section, the Neosho, Cottonwood, Marais des Cygnes, and Little Arkansas rivers will become the first streams in the state to receive protection from encroachment by new water appropriations. Further, such approval will pave the way for standards to be set on over 20 additional streams in the next several years.

Preserving instream flows for fish, wildlife, water quality, and aesthetic purposes recognizes the inherent value of the river, independent of its capacity for exploitation. While not taking precedence over vested and senior appropriation rights, these standards will nonetheless positively affect the management of the designated waterways.

In establishing standards, the Kansas Water Office has balanced the recommendations of many state agencies, notably the Kansas Department of Health and Environment, the Division of Water Resources, and the Kansas Fish and Game Commission. In addition, the standards were subject to extensive public hearings and the careful scrutiny of the Kansas Water Authority. We urge you to join with this large and diverse group of Kansans in your favorable recommendation of these minimum desirable streamflow standards and concepts.

Thank you for your attention.



THE KANSAS RURAL CENTER, INC.

215 Pratt

WHITING, KANSAS 66552

Phone: (913) 873-3431

MINIMUM DESIRABLE STREAMFLOW HEARING

Testimony Submitted by the Kansas Rural Center

January 26, 1984

My name is Mary Fund and I represent the Kansas Rural Center, of Whiting, Ks., a non-profit research and education organization. We focus on agricultural and natural resource policy issues, as well as other issues affecting small family farms and rural communities.

The Kansas Rural Center supports this piece of legislation which establishes minimum streamflow standards on four priority streams. It is a measure that is long overdue, and hopefully, it marks the beginning of a new era in state water policy - one that continues to move away from the past "development at any cost" philosophy to a philosophy of conservation and protection.

We would like to stress the importance of including unregulated streams, such as the Little Arkansas River, in this and future legislation. Although we realize that most of the streams in the western third of the state do not run on a regular basis and that establishing and maintaining minimum flows in these streams would be impossible, these streams are threatened by surface and groundwater appropriations. Anyone familiar with the Kansas climate knows that we have no control over the periodic natural de-watering of streams due to drought or seasonal variations. But the point is that the unregulated streams are affected by man made dewatering through surface and groundwater appropriations, just as the regulated streams. We reject the attitude that little can be done, preferring to encourage continued examination of the relationship between surface and groundwater. As we stated at the public hearing in December, in the long run, management of water rights along the unregulated streams may be more critical to the future of agriculture, communities, and the environment than the management of such rights along the regulated streams which can rely on upstream reservoirs.

As for the impact of minimum streamflow standards upon agriculture, it is true that these standards may reduce or prevent future agricultural use. But the Kansas Rural Center does not feel that the past development philosophy has always been in the best long term interests of agriculture or the communities also dependent upon that water. We suggest to the committee that the Arkansas River in S.W. Kansas is not the only entity "bankrupt", so to speak, due to intensive irrigation development.

We would like to commend the Kansas Water Authority and the various water agencies for their work in the development of the first minimum streamflow standards for Kansas streams, and hope that the committee will report favorably on the bill.

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