

CITY OF HAYSVILLE

Agenda

December 14, 2020

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

SPECIAL ORDER OF BUSINESS

- A. Recognition of Employees for Years of Service

PRESENTATION AND APPROVAL OF MINUTES

- A. [Minutes of November 23rd, 2020](#)

ITEM #1 CITIZENS TO BE HEARD

- A. Dr. Craig Parman, Haysville Family MedCenter

ITEM #2 APPROVAL OF LICENSES AND BONDS

- A. [Cereal Malt Beverage License Renewals](#)
 - a. Cash Saver #646, 201 N. Main St.
 - b. Jump Start, 7200 S. Broadway
 - c. Dollar General Store #2551, 180 N. Main St.

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. [A RESOLUTION THAT THE COMMUNITY OF HAYSVILLE URGES ITS CITIZENS TO JOIN THIS EFFORT AND HEREBY DECLARES THIS CITY TO BE AN OFFICIAL ENTRANT IN THE PRIDE PROGRAM FOR THE YEAR OF 2021.](#)

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Governing Body Announcements
- B. [Memo Re: New Business](#)
- C. [Sedgwick County Fire Department Station 34 November Report](#)
- D. [Email from Cox Communications Re: Rate Increase for Video Services](#)

ITEM #5 OTHER BUSINESS

- A. [Consideration of Grant Award Rescindments and Approval of Pay Application](#)
- B. [Consideration of 2021 Council Meeting Date Change](#)
- C. [Consideration of Agreement with Sedgwick County Re: Haysville Senior Center](#)
- D. [First Reading of Annual City Code Update](#)

ITEM #6 DEPARTMENT REPORTS

- A. Administrative Services – Will Black
- B. City Clerk – Angie Millspaugh
- C. [Police – Jeff Whitfield](#)
- D. [Public Works – Tony Martinez](#)
- E. Recreation – Rob Arneson

ITEM #7 OFF AGENDA CITIZENS TO BE HEARD

ITEM #8 BILLS TO BE PAID

- A. [Bills to be Paid for the First Half of December](#)

ITEM #9 COUNCIL ITEMS

- A. Council Concerns
- B. Council Action Request Updates
 - a. [183 N. Marlen](#)

ITEM #10 ADJOURNMENT

The Regular Council Meeting was called to order by Mayor Bruce Armstrong at 6:59 p.m. in the Haysville Municipal Building, 200 West Grand Avenue.

Roll was taken by Administrative Secretary Morgan Capps: Kessler here (via zoom), Walters here, Rardin here, Ewert absent, Benner here, Parton here, Crum here, Thompson here.

Under Presentation and Approval of Minutes, Mayor Bruce Armstrong presented for approval the Minutes of November 09, 2020.

Motion by Parton – Second by Walters.

“Mayor, I make a Motion that we accept the minutes from November 9, 2020 as presented”

Kessler yea, Walters yea, Rardin yea, Benner abstain, Parton yea, Crum yea, Thomson abstain. Motion declared carried.

Under Introduction of Ordinances and Resolutions, Mayor Bruce Armstrong presented an Ordinance Relating to the Enforcement of Public Health Orders.

Mayor Armstrong explained the ordinance would allow the City to enforce the Sedgwick County Health Orders through Haysville’s court system instead of the enforcement going through Sedgwick County. Councilmembers Benner, Walters, Rardin, Parton and Kessler discussed their opposition to the ordinance. Councilman Crum discussed his support of it.

Motion by Crum – Second by Parton.

“I make a Motion we approve the ordinance relating to the enforcement of public health orders as presented.”

Kessler no, Walters no, Rardin no, Benner no, Parton no, Crum yea, and Thompson no. Motion denied.

Under Notices and Communications, Councilman Crum presented the Haysville Community Library hours. He also stated the library is conducting a survey asking for feedback from citizens. Councilman Crum stated the Kansas State High School Activities Association has a meeting on November 25, 2020 at 1 p.m. to decide if winter sports will be pushed back. He also presented information on meals provided to “remote” students. Mayor Armstrong presented information for upcoming events at the Senior Center and an update on the Haysville Hustle activity for November. Mayor Armstrong presented the Dorner Park video that was created to be shared on Facebook.

Under Notices and Communications, Mayor Armstrong presented General Auto Sales, a used car sales business on 6405 S. Broadway.

Under Notices and Communications, Mayor Armstrong presented the renewal of the liquor license for Main Street Liquor Outlet, 237 N. Main. He stated the Council no longer has to vote on the renewal licenses.

Regular Council Meeting

November 23, 2020

Page 4

Under Notices and Communications, Mayor Armstrong presented a Thank You card from the McElroy Family on the passing of their mother.

Under Notices and Communications, Mayor Armstrong announced the Sedgwick County Fire Department Station 34 Report.

Under Other Business, Public Works Director Tony Martinez presented a Consideration of Surveillance Testing Services Agreement with Wichita State University. Mayor Armstrong mentioned that it would be a county contract with Wichita State University for testing. Any city employee and/or family members in their household can test for free. Martinez said the turnaround time for results is 24 hours with 94% accuracy. CARES funding from State's Spark fund would cover cost of testing. The oral saliva test would be administered by city staff, which are trained by WSU in the fields of collecting specimen, handling employee consent form, handling important information and managing the portal. Employees will receive results electronically by email. Testing on would be on Tuesdays and Thursdays due to large group of people.

"If there are no other questions, I make a motion we enter into contract with WSU to a molecular diagnostic agreement."

Motion – Rardin. Second – Parton

Kessler yea, Walters yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson yea.
Motion carried

Under Other Business, Mayor Armstrong introduced Consideration of Purchase of Cardio Equipment which would replace four (4) of the Haysville Activity Center's treadmills for a price of \$23,750.

"If there are no other questions, I make a motion that we approve the bid for Midstates fitness for \$23,730."

Motion – Crum. Second – Walters.

Kessler yea, Walters yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson yea.
Motion carried.

Under Department Reports, Recreation Director Rob Arnenson gave an update on the pool painting, Thanksgiving closing at the Haysville Activity Center, and the Hot Cocoa with Sante event. will be closed for Thanksgiving and opening to 5 p.m. on Black Friday. They are currently taking registrations for Hot Cocoa with Santa on December 11 and 18 at 7 p.m. via zoom call. Hot cocoa packets will be for sale at the Activity Center and have the zoom link on them.

Under Department Reports, Chief Administrative Officer Will Black gave and update on the Sedgwick County Mobile testing unit that was at the Community Building that morning. He stated they tested their max limit of 200 people. Black gave an update on the CARES fund. He informed Council about the cancellation of Village Christmas

Regular Council Meeting

November 23, 2020

Page 4

Under Department Reports, Chief Administrative Officer Will Black gave an update on the Sedgwick County Mobile testing unit that was at the Community Building that morning. He stated they tested their max limit of 200 people. Black gave an update on the CARES fund. He informed Council about the cancellation of Village Christmas.

Under Department Reports, City Clerk/Treasurer Angie Millspaugh announced City Hall would be closed for Thanksgiving Thursday and Friday.

Police Chief Jeff Whitfield introduced the visiting officer, Sergeant Randy Novack who is the second shift supervisor and K-9 officer.

Under Department Reports, Martinez said the Public Works building will be closed on Thursday and Friday. Any water emergencies can be contacted to 529-5912.

Under Off Agenda Citizens to be Heard, Mayor Armstrong stated there were no citizens to be heard.

Under Bills to be Paid, Mayor Armstrong presented the Bills to be Paid for the Last Half of November.

Motion – Rardin. Second – Walters.

“I make a motion to approve the last half of November’s bills to be paid.”

Kessler yea, Walters yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson yea.
Motion carried.

Under Council Items, Crum reminded everyone to observe the school zones for the schools that are still in session.

Mayor Armstrong presented approval for Adjournment

Motion – Kessler, Second – Walters.

“Mayor and Council, I make a motion we adjourn tonight’s meeting.”

Kessler yea, Walters yea, Rardin yea, Benner yea, Parton yea, Crum yea, Thompson yea.
Motion carried.

The regular City Council meeting adjourned at 7:37 p.m.

Angela Millspaugh, City Clerk

MEMORANDUM

TO: Honorable Mayor Bruce Armstrong; City Council

FROM: Nicci Stark, Administrative Secretary

DATE: December 14, 2020

RE: Cereal Malt Beverage Renewal 2021

The following businesses has made application for their Cereal Malt Beverage License renewal:

Cash Saver #646. – 201 N. Main St.

Jump Start – 7200 S. Broadway

Dollar General Store #2551 – 180 N. Main St.

All requirements have been met and fees have been paid. Approval is recommended.

Sincerely,

Nicci Stark
Administrative Secretary
City of Haysville



KANSAS PRIDE PROGRAM

2021 Entry Government Resolution

Resolution No. _____

WHEREAS, local municipal government has a responsibility to develop the capacity to undertake a viable community development effort; and

WHEREAS, community development needs and problems can best be determined and solved through a cooperative effort between elected officials and those citizens they represent; and

WHEREAS, the Kansas PRIDE Program, co-administered by the Kansas Department of Commerce and K-State Research and Extension, has been reviewed and found to be a means to improve our community, and

WHEREAS, the Mayor and Council do herewith pledge their full support, endorsement, and cooperation in carrying out the requirements of the Kansas PRIDE Program.

NOW THEREFORE BE IT RESOLVED, that the community of Haysville

urges its citizens to join this effort and hereby declares this city to be an official entrant in the PRIDE Program for the year of 2021.

PASSED AND APPROVED THIS _____ **DAY OF** _____ **IN THE YEAR OF** _____.

Attest:

City Council Representative

OR _____
Mayor

MEMORANDUM

TO: Honorable Mayor Bruce Armstrong; City Council

FROM: Nicci Stark, Administrative Secretary

DATE: 12/14/20

RE: 2021 New Businesses

The following businesses has applied for a new business license and passed all the requirements for the City of Haysville. No action is required.

Whitney's Playhouse – Home Daycare – 339 W 6th St.

Sincerely,

Nicci Stark
Administrative Secretary
City of Haysville

Sedgwick County Fire Department

Incident Type Report for City Council Mtg

Alarm Date Between {11/1/2020} And {11/30/2020}
and Citylimits = 9

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
151 Outside rubbish, trash or waste fire	1	1.10%	\$0	*** %
	1	1.10%	\$0	999.99 %
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	20	21.98%	\$0	*** %
3112 Disregard on scene by EMS	8	8.79%	\$0	*** %
321 EMS call, excluding vehicle accident with injury	34	37.36%	\$0	*** %
322 Motor vehicle accident with injuries	1	1.10%	\$0	*** %
	63	69.23%	\$0	999.99 %
4 Hazardous Condition (No Fire)				
4121 Gas leak (natural gas or LPG) / Level 1 Haz Mat	1	1.10%	\$0	*** %
442 Overheated motor	1	1.10%	\$0	*** %
460 Accident, potential accident, Other	1	1.10%	\$0	*** %
	3	3.30%	\$0	999.99 %
5 Service Call				
522 Water or steam leak	1	1.10%	\$0	*** %
551 Assist police or other governmental agency	2	2.20%	\$0	*** %
5519 Calls ran by other Fire Agency	2	2.20%	\$0	*** %
554 Assist invalid	11	12.09%	\$0	*** %
	16	17.58%	\$0	999.99 %
6 Good Intent Call				
6117 Dispatched & cancelled en route to a System Alarm	1	1.10%	\$0	*** %
622 No Incident found on arrival at dispatch address	3	3.30%	\$0	*** %
631 Authorized controlled burning	1	1.10%	\$0	*** %
	5	5.49%	\$0	999.99 %
7 False Alarm & False Call				
733 Smoke detector activation due to malfunction	1	1.10%	\$0	*** %
743 Smoke detector activation, no fire - unintentional	1	1.10%	\$0	*** %
745 Alarm system activation, no fire - unintentional	1	1.10%	\$0	*** %
	3	3.30%	\$0	999.99 %

Total Incident Count: 91

Total Est Loss:

\$0

Will Black

From: Bottenberg, Megan (CCI-Central Region) <Megan.Bottenberg@cox.com>
Sent: Monday, December 7, 2020 11:03 AM
Subject: Cox Communications LFA Notification

Dear Local Franchising Authority,

We wanted to let you know that effective 01/07/21, we are increasing the rates of some of our video services to reflect the increased costs of doing business, particularly the rising costs of TV programming. We will begin communications to our customers 30 days prior to the increase, which will appear on their next bill.

We don't make this decision lightly as we know that any bill increase can have an impact. With that in mind, we remain strongly committed to helping our customers however we can during these unprecedented times. Listed below is a list of our upcoming price changes.

- Contour Flex Starter will change from \$25.00 to \$30.00
- TV Economy will change from \$42.00 to \$47.00
- Contour Flex Economy will change from \$42.00 to \$47.00
- TV Essential will change from \$86.49 to \$90.00
- Contour TV (Advanced) will change from \$91.49 to \$95.00
- Contour TV Ultimate will change from \$171.49 to \$168.50
- Contour TV Preferred will change from \$103.49 to \$107.00
- Advanced TV/Contour TV Premier will change from \$115.49 to \$119.00
- Advanced TV Ultimate will change from \$167.97 to \$164.98
- Advanced TV Ultimate with 4 Premiums will change from \$176.67 to \$173.98
- Advanced TV Ultimate with 4 Premiums and Record 6 DVR will change from \$173.49 to \$170.50
- Contour TV Ultimate with 4 Premiums and Record 6 DVR will change from \$173.49 to 170.50
- Super Mix will change from \$97.49 to \$101.49
- Contour Flex Starter Latino will change from \$35.00 to 40.00
- Contour Flex Economy Latino will change from \$52.00 to \$57.00
- Contour TV Latino will change from \$101.49 to 105.00
- Contour TV Latino Preferred will change from \$113.49 to \$117.00
- Contour TV Latino Ultimate will change from \$183.49 to \$187.01
- The Broadcast Surcharge will change from \$13.50 to \$16.00
- Regional Sports Surcharge will change from \$2.80 to \$3.00
- Mini Box will change from \$3.99 to \$4.00
- CableCARD will change from \$3.99 to \$4.00
- Starter DVR Service (R1) will change from \$4.99 to \$5.00
- Essential DVR Service (R2) will change from \$12.99 to \$13.50
- Preferred DVR Service (R6) will change from \$19.99 to \$20.00
- Ultimate DVR Service (R24) will change from \$29.99 to \$30.00

If you have any questions, please don't hesitate to reach me at (785) 215-6727 or Megan.Bottenberg@cox.com.

Sincerely,



Megan Bottenberg
Manager, Government Affairs



CITY OF HAYSVILLE, KANSAS

ECONOMIC DEVELOPMENT | 140 N. MAIN STREET
HAYSVILLE, KANSAS 67060 | (316) 529-5909 | HelloHaysville.com

TO: The Honorable Mayor Bruce Armstrong
City Council Members

FROM: Zach McHatton, Economic Development Director
Georgie Carter, Deputy Administrative Officer

SUBJECT: CDBG-CV Business Grant Awards

DATE: December 10, 2020

On November 9, 2020 Council awarded 21 business grants. Due to the following businesses not meeting the guidelines laid out by the State of Kansas, we are having to rescind their award:

Detailz Doctor	\$5,000
Lions Auto	\$5,000

I am requesting a motion to rescind CDBG Covid funding for Detailz Doctor and Lions Auto made on November 9, 2020 due to the businesses not meeting the guidelines laid out by the State of Kansas.

I will need a second motion to approve the attached updated pay application.

This is before you for your approval. We are in the process of reviewing other applications for a second round of awards.

REQUEST FOR PAYMENT OF CDBG FUNDS

CFDA 14.228

PART I: REQUEST FOR PAYMENT INFORMATION

GRANTEE - NAME City of Haysville, KansasGRANT NO. 20-CV-086STREET ADDRESS 200 W. GrandREQUEST NO. 1PO BOX n/agcarter@haysville-ks.com

Grantee's - E-mail address for notifying about ACH deposit

CITY, STATE, ZIP Haysville, KS 67060rsaunders@ransonfinancial.com

Administrator - E-mail address for notifying about ACH deposit

PART II: STATUS OF CDBG FUNDS

AMOUNT

1	PAYMENT DUE & AMOUNT OF THIS REQUEST	<u>116,000.00</u>
2	CDBG GRANT AWARD	<u>132,000.00</u>
3	PROGRAM INCOME AND OTHER RECEIPTS	
4	TOTAL FUNDS (2 + 3)	<u>132,000.00</u>
5	CDBG FUNDS RECEIVED TO DATE	
6	TOTAL (1 + 5)	<u>116,000.00</u>
7	REMAINING CDBG FUNDS (4 - 6)	<u>16,000.00</u>

PART III: CERTIFICATION

I HEREBY CERTIFY THAT THE DATA REPORTED ABOVE IS CORRECT AND THAT THE AMOUNT REQUESTED IS NOT IN EXCESS OF CURRENT NEEDS

DATE _____ SIGNATURE _____ TITLE _____

DATE: _____ SIGNATURE _____ TITLE _____

PART IV: APPROVAL (FOR KANSAS DEPT. OF COMMERCE USE ONLY)

CDBG APPROVAL:

1. CONTRACT TERMINATION DATE: _____

2. AUTHORIZED SIGNATURE: _____

3. MONITORING RESOLUTION: CURRENT / PAST DUE / NA

4. QUARTERLY PROGRESS REPORTS: CURRENT / PAST DUE

FIELD REPRESENTATIVE _____ DATE _____

FISCAL _____ DATE _____

Kansas Department of Commerce
Small Cities Community Development Block Grant

CASH DISBURSEMENT REPORT

(For Economic Development Grants, please attach a copy of summary of payment)

GRANTEE: City of Haysville, Kansas
 GRANT NUMBER: 20-CV-086
 REPORTING PERIOD: thru 11-06-2020
 REPORT NUMBER: 1

Kansas Dept of Commerce
 1000 SW JACKSON STREET, SUITE 100
 TOPEKA, KS 66612-1354

CDBG-F-CD
 6/2017 (REV)

NO.	ACTIVITY NAME (As on Budget Form)	BUDGET		TOTAL COST	CDBG \$			LOCAL/OTHER \$		
		CDBG	LOCAL		EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE	EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE
2	Meals									
1	ED Grants	120,000.00		120,000.00			10,000.00			
	MiCasita Inc.	-5,000.00		-5,000.00	5,000.00	5,000.00				
	Salon Faded	-5,000.00		-5,000.00	5,000.00	5,000.00				
	Body Wellness Massag	-5,000.00		-5,000.00	5,000.00	5,000.00				
	Wichiita Body & Equipm	-8,750.00		-8,750.00	8,750.00	8,750.00				
	Bebe Nails	-5,000.00		-5,000.00	5,000.00	5,000.00				
	J&R Towing	-5,000.00		-5,000.00	5,000.00	5,000.00				
	Claphan Financial	-5,000.00		-5,000.00	5,000.00	5,000.00				
	Sleep Inn & Suites	-8,750.00		-8,750.00	8,750.00	8,750.00				
	Dude Smell This	-5,000.00		-5,000.00	5,000.00	5,000.00				
	Bulls Eye Auto Glass	-5,000.00		-5,000.00	5,000.00	5,000.00				
	Metal Technologies	-8,750.00		-8,750.00	8,750.00	8,750.00				
	Peachwood ELC	-8,750.00		-8,750.00	8,750.00	8,750.00				
	Bingo Royale	-5,000.00		-5,000.00	5,000.00	5,000.00				
	Haysville Inn	-5,000.00		-5,000.00	5,000.00	5,000.00				
	Passage Salon & Boutic	-5,000.00		-5,000.00	5,000.00	5,000.00				
	Breakfast with LaPasidi	-5,000.00		-5,000.00	5,000.00	5,000.00				
	Xcaret Mexico 1	-5,000.00		-5,000.00	5,000.00	5,000.00				
	Arc-Pro Professional	-5,000.00		-5,000.00	5,000.00	5,000.00				
	Bulls Eye Collision	-5,000.00		-5,000.00	5,000.00	5,000.00				
3	Admin	12,000.00		12,000.00	6,000.00	6,000.00	6,000.00			
	TOTALS	132,000.00		132,000.00	116,000.00	116,000.00	16,000.00			

Total Expended this DD, CDBG and Local

Total Expended

Total Invoices this DD

\$116,000.00

\$116,000.00

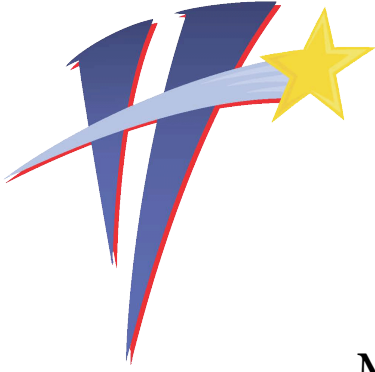
CDBG/Local Ratio **100%**

100%

100%

100%

Return
To
Agenda



CITY OF HAYSVILLE, KANSAS

200 W. GRAND AVENUE - P.O. BOX 404 - HAYSVILLE, KS 67060
(316) 529-5900 - FAX (316) 529-5925 - WWW.HAYSVILLE-KS.COM

MEMORANDUM

MAYOR

BRUCE ARMSTRONG

CITY COUNCIL**WARD I**

STEVE CRUM
DALE THOMPSON

WARD II

DANIEL BENNER
JANET PARTON

WARD III

PAT EWERT
BOB RARDIN

WARD IV

DANNY WALTERS
RUSS KESSLER

TO: Honorable Bruce Armstrong, Mayor
Haysville City Council Members

FROM: Angela Millspaugh

DATE: 12/7/2020

RE: 2021 Council Meeting Date Change

Staff proposes that the final City Council Meeting of 2021 be changed from Monday, December 27 to Tuesday, December 28.

This item is now before you for your consideration.



CITY OF HAYSVILLE, KANSAS

ADMINISTRATION SERVICES - 200 WEST GRAND/ P.O. BOX 404
HAYSVILLE, KANSAS 67060 - (316) 529-5900 (316) 529-5925 - FAX

TO: The Honorable Bruce Armstrong
City Council Members

FROM: Georgie Carter, Deputy Administrative Officer

SUBJECT: Sedgwick County Agreement - Senior Center

DATE: December 10, 2020

Attached is a copy of the annual agreement with Sedgwick County for the Senior Center. The agreement has been reviewed by City staff and the attorney.

This is before you for your approval.

AGREEMENT FOR SENIOR CENTERS LEVEL II

by and between:

**SEDGWICK COUNTY, KANSAS
and
CITY OF HAYSVILLE
Haysville Senior Center**

This Agreement made and entered into this ____ day of _____, 2020, by and between Sedgwick County, Kansas (“County”) and City of Haysville, (“Contractor”).

WITNESSETH:

WHEREAS, County wishes to make available certain senior centers to older adult residents of Sedgwick County; and

WHEREAS, County desires to engage Contractor to provide said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1 Purpose and Scope of Work. Contractor shall provide senior centers to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

1.2 Term. This Agreement shall be for one (1) year, commencing January 1, 2021, and ending December 31, 2021. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 31, 2021, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2022 and (b) funds are available for the 2022 program year.

SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.

- d. It shall provide written notice to the Director of the Sedgwick County Department on Aging if it is unable to provide the required quantity or quality of services.
- e. It shall submit required eligible participant data reports and demographics reports by the 10th day of the month following each calendar quarter. These quarterly reports will include the following:
 - i. Total **unduplicated membership count** (participant must physically come in to the Center to be counted).
 - ii. Total **duplicated participant count** for each *Baseline*, *Special Event* and *Educational* activity.
- f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department on Aging shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide the Sedgwick County Department on Aging a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement.
- h. To provide the Sedgwick County Department on Aging a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement.
- i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department on Aging.
- k. An eligible participant in this program is:
 - i. a resident of Sedgwick County, Kansas; and
 - ii. fifty-five (55) years of age or older.

SECTION 3: COMPENSATION AND BILLING

3.1 Compensation. Payments made to Contractor pursuant to the terms of this Agreement shall be reimbursed at:

Salaries/Benefits	\$27,625.00
Training	\$ 116.00
Office Supplies	\$ 300.00
Electric/Gas	\$ 6,884.00

Mileage	\$ 75.00
Chair Yoga	\$ 2,500.00
TOTAL	\$37,500.00

County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

Provider may go over line item amount with permission of the Mill Levy program manager, but may not exceed the total.

3.2 Invoicing and Billing. Invoicing and Billing. Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 4.1, Contractor shall submit billing for services provided to the County by the 10th day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Line item billings must include documentation to be support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 4.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before January 10, 2022. County will not honor any requests for reimbursement compensation received after this date.

3.3 Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

3.5 Non-Supplanting Existing Funds. Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

3.6 Reprogramming of Funds. In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

SECTION 4: CONTRACTOR'S PERSONNEL

4.1 Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described

herein. Such personnel shall not be Sedgwick County Department on Aging employees or have any other contractual relationship with the Sedgwick County Department on Aging. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

4.2 Minimum Wage. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

4.3 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department on Aging is also be an employee of Contractor at time this Agreement is executed;
- b. an employee of Contractor seeks additional/alternate employment with Department on Aging during the term of this Agreement;
- c. an employee of the Department on Aging seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department on Aging shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department on Aging may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department on Aging's decision.

4.4 Interest of Contractor. Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

4.5 Interest of Public Officials and Others. No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

4.6 Advisory Council Members. If any Contractor staff or board members serve on any County advisory councils, they shall not be present during nor participate in any discussion (inside or outside of the advisory council's meeting) relating to the program and may not vote in person or by proxy on any matter related to, affecting or affected by the program.

4.7 Gratuities and Favors. Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

4.8 Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.
- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.
- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department on Aging. The Director's decision shall be final for purposes of compliance with this Agreement.

SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS

5.1 Internal Review and Corrective Action. Internal review and corrective action shall be carried out pursuant to the Department on Aging's Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department on Aging for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

5.2 Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

5.3 County Audit. County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to Division on Aging within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

5.4 Audits by State or Federal Agencies. Contractor shall assist County in any audit or review of the SCIP Program which might be performed by the Kansas Division of Legislative Post Audit or by any other

local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

5.5 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

5.6 Reports. During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement. Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to Department on Aging on a semi-annual basis no later than the tenth (10th) day of July 2021 and January 2022:

- a. an unduplicated count of program customers served; and
- b. such other data necessary to evaluate the program's effectiveness and efficiency.

5.7 Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

5.8 Access to Records. At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department on Aging.

SECTION 6 :SUSPENSION & TERMINATION

6.1 Suspension of Services. County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

6.2 Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or

insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

SECTION 7: MISCELLANEOUS

7.1 Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

7.2 Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

7.3 Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Department on Aging
Attn: Contract Notification
271 West 3rd St. North, Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office

Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203 3790

Contractor: City of Haysville
Attn: Contract Notification
200 W. Grand/PO Box 404
Haysville, KS 67060

7.4 Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

7.5 Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker's Compensation Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury: Each occurrence Aggregate	 \$500,000.00 \$500,000.00
Property Damage: Each occurrence Aggregate	 \$500,000.00 \$500,000.00
Personal Injury: Each person aggregate General aggregate	 \$500,000.00 \$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	 \$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services

and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

7.6 Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

7.7 Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

7.8 Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

7.9 Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

7.10 Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

7.11 Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

7.12 Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

7.13 Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement document

7.14 Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.15 Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.16 Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7.17 Required Certifications. If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

7.18 Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

7.19 Open Meetings. By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

7.20 Publicity. Contractor shall not publicize in any manner whatsoever the its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

7.21 Signs/Decals. Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

7.22 Publication of Contract Results. If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

7.23 Documentation of originality or source. All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grants from Sedgwick County.

7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32). Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

7.25 Incorporation of Documents. Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment) and Exhibit B (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

Remainder of this page intentionally left blank

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

SEDGWICK COUNTY, KANSAS

CITY OF HAYSVILLE

Peter F. Meitzner, Chair
Commissioner, First District

Bruce Armstrong, Mayor

APPROVED AS TO FORM ONLY:

Michael L. Fessinger
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

EXHIBIT A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in the Sedgwick County Mandatory Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said contract being the ____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality:** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws:** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure

that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

EXHIBIT B PROGRAM GOALS AND OBJECTIVES

A Senior Center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, Senior Center programs take place within and emanate from a facility. A Senior Center Level 2 will be open six (6) to eight (8) hours per day, five (5) days per week.

A. GOALS.

- 1) Each Center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
- 2) Each Center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
 - a) Adult Day Services
 - b) Case Management
 - c) Chore/Minor Home Repair
 - d) Commodities
 - e) Employment
 - f) Forms Assistance - Entitlement/Social Security/Medicaid
 - g) Housing Assistance/Referrals/Matches
 - h) In-Home Services - Respite/Homemaker/Attendant Care including:
 1. Program literature
 2. Resources from the Center Director
 - i) Legal Assistance
 - j) Nutrition - Congregate/Homebound
 - k) Shopping and Errand Assistance
 - l) Support Groups
 - m) Translation/Interpretation
 - n) Transportation
 - o) Wellness Screenings
- 3) Each Center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline*, *Special Events/Projects* and *Education* sections.
- 4) Each Center shall work to mobilize interest, skills and abilities of Center participants in order for them to assist other elders within the community.
- 5) Each Center shall serve as a catalyst in bringing Center participants together with services that will meet their various needs.

B. OBJECTIVES.

Each Senior Center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of Center activities. They should also be encouraged by the Center to become involved in community activities.

Each Senior Center Level 2 will be required to provide the following:

- 1) *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all Centers. Baseline activities are Center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). A Senior Center Level 2 will be required to provide a minimum of ten (10) Baseline activities per year. Examples include:
 - a) Crafts
 - b) Exercise
 - c) Games
 - d) Potluck/Meal (not including congregate meals)s
 - e) Social/Support Groups
- 2) *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the Center director/board. These activities are to be specified through a description with projected outcomes. A Senior Center Level 2 will be required to provide a minimum of fifteen (15) Special Events/Projects per year. Examples include:
 - a) Community Charities
 - b) Fundraising
 - c) Intergenerational Programs
 - d) Dinner Events with Programs
 - e) Musical Events
- 3) *EDUCATIONAL* activities are those, which require the planning and/or coordination of the Center director/board. These activities are to be specified through a description with projected outcomes. A Senior Center Level 2 will be required to provide a minimum of forty (40) Educational activities per year. At least eight of the 40 activities must include at least one program on each of the following: evidence-based programming (programs rated on Administration for Community Living Administration on Aging's Older American's Act Title IIID highest level evidence-based health promotion\ disease prevention programs) caregiver, mental health, health promotion/disease prevention, fall prevention, medication

management, elder abuse and a program on public benefits. Examples of other activities include:

- 4)
 - a) Community Education
 - b) Education Services
 - c) Health Presentations/Workshops
 - d) Advocacy Opportunities
 - e) Retirement Planning
 - f) Volunteer Services and Opportunities
 - g) Educational Tours and Cultural Enrichment

- 4) The Center will employ at least a part-time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the Center director is expected to:
 - a) Create/Provide an entry point for aging services.
 - b) Be informed on aging services available within the community.
 - c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other Centers, and participants to create opportunities for the Center, including:
 - * Advocacy
 - * Counseling
 - * Information and Assistance on services, (also includes program literature and resources).
 - * Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
 - d) Provide the specified number of activities for each category.
 - e) Work to increase Center membership, and membership participation in activities, and submit an annual measurement of Center membership growth.
 - f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this volunteers could sign up with the Sedgwick County Department on Aging Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
 - g) Require participation by a Center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences,

which may be made up by attending a monthly Aging Network meeting.

- h) Attend at least six (6) hours of aging related education, obtaining documentation (Continuing Education Units or signed agenda) of attendance.
 - i) Maintain daily activity sign in sheets and compile data into a spreadsheet program (provided by Sedgwick County Department on Aging).
 - j) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed
- 5) The Center will have adequate space for the following:
 - a) Social and companionship activities; and
 - b) Separate privacy area for the purpose of counseling or meetings.
 - 6) A Center should work to recruit volunteers to expand the services and activities with an emphasis on additional Center "Goals and Objectives" which expand Center programs and roles in the community.
 - 7) A Center should expend the funds as outlined in the budget to accomplish the goals of the program.

NOTE: ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT ON AGING WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

C. OUTCOMES:

- 1. Seventy-five percent (75%) of participants will express that through their involvement with the Senior Center they have increased their level of activity and increase or changed their knowledge, skills or behavior.

Specific Senior Center Goals, Objectives & Outcomes

Goal:

Address the bad stigma that is associated with interaction between others and the senior population. We want to provide a program that allows the younger population ie: grandchildren to have a positive experience with a senior in their family and others.

Objective:

Offer a multigenerational program to encourage growth and improve the relationship between a senior member and their family.

Outcome:

A minimum of 90% of the seniors that attend the program leave feeling more involved with their family and will potentially be more involved in the future.

Goal:

Increase the knowledge of the importance of leg and feet care, especially for those who are diabetic.

Objective:

Provide at least one program that addresses the problems that may occur in regards to the health of your lower legs and feet. Typically this occurs as you age and there are ways to prevent some of these problems.

Outcome:

Eighty percent (80%) or more of the participants will have a better understanding of the importance of proper routine leg and foot care to hopefully prevent severe health issues in the future.

Goal:

Introduce Yoga to seniors and the many benefits it has to offer.

Objective:

Provide a once weekly Chair Yoga class that teaches participants techniques to strengthen muscles and keep joints flexible and working optimally.

Outcome:

A minimum of 90% of the participants; when polled at week 1 then at 8 weeks, at 16 weeks and 32 weeks will show an increase in mobility, flexibility and strength as measured through 5 strategic tests.

MEMO

TO: The Honorable Bruce Armstrong, Mayor
Haysville City Councilmembers

FROM: Will Black, Chief Administrative Officer

SUBJECT: Proposed City Code Updates for 2021

DATE: December 11, 2020

Proposed changes to the City Code are before you for review. Proposed changes are shown in red. Deletions are struck-through and additions are underlined. A codification ordinance will be presented to Council at the December 28th meeting. The ordinance will also integrate code relevant ordinances passed since the last annual codification (Ordinance 1066: Exceptions for Consumption of Alcohol on Public Property, Ordinance 1070: Cleaning Fees for Rentals, and Charter Ordinance 26: Calling of Special Meetings) into the code.

Changes proposed to Chapter 11 of the code include the adoption of the revised Uniform Public Offense Code (UPOC). We propose adoption of the 2020 version of the UPOC with certain amendments as detailed in the proposed code Chapter 11. This is the same process we traditionally follow during the annual code update. It is being specifically mentioned in this memo due to the inclusion of language that would allow the enforcement of county health orders.

Please contact me with any questions.

Outline of Proposed Changes

- ❖ Chapter 1. Administration
 - Article 3. Governing Body
 - 1-305. Special Meetings
 - Integration of Charter Ordinance 26
 - Allows Mayor to call special meetings
- ❖ Chapter 4. Building, Construction and Installations
 - Throughout Chapter
 - Change Building Official to Public Works Director or his/her designee
 - Article 1. General Regulations/Supplements
 - 4-102. Licenses
 - Add two trades to license list
 - 4-107. Definitions
 - (c) A One and/or Two Family Dwelling
 - Add language referring to definition in Zoning Ordinance
 - Article 2. Inspections by City Officials
 - 4-201. Building Inspector: Authority and appeals

- Change to International Building Code (IBC) 2018 Edition
- 4-209. Suspension; Appeal
 - Change appeal from Governing Body to Administrative Appeals Committee
- Article 4. Commercial Buildings
 - 4-401. Adoption of the International Building Code, 2018 Edition, as the Commercial Building Code, with Certain Additions and Deletions
 - Change to IBC 2018 Edition
 - 4-410. City Provisions Additional to or Supplemental to the Standard Provisions of the Wichita-Sedgwick County Unified Building and Trade Code
 - Clarify requirement for building permit for structures with a floor area exceeding 100 square feet
- Article 7. Drain Layers
 - 4-709. License: Drain Layer
 - Clarify drain layer license does not authorize contractor to install supply side piping
- Article 8. Mechanical Code
 - 4-801. Adoption of the International Mechanical Code, 2018 Edition
 - Change to International Mechanical Code 2018 Edition
 - 4-803. Amendments
 - Change language to refer to the currently adopted plumbing code
- Article 9. Private Swimming Pools
 - 4-901. Definitions
 - Clarify two-foot depth is ability to hold a depth of
 - 4-902. Permit Required
 - Above-ground pre-fabricated pools less than 24 inches deep are exempt from the permit requirements
 - 4-903. Application for Permit; Plans Required; Approval
 - Remove requirement for duplicate sets of plans
 - Add detail about what is to be on plot plan
 - Remove approval by health office
 - 4-905. Construction and Design Generally
 - Clarify code referred to is building code
 - 4-908. Source of Water Supply
 - Modify permission to use fire hydrant to be given by the city and the county fire department
 - 4-912. Lighting
 - Remove annoyance language as it is covered by nuisance language
 - 4-916. Location of Pools
 - Add that pools cannot be located in any easement or building setback and at what level measurements should be taken
 - 4-919. Existing Pools
 - Remove health officer language
 - 4-920. Nuisance Prohibited
 - Add nuisance prohibited language
 - 4-921. Penalty

- Change penalty from \$25 to \$100 per offense
- Article 10. Underground Sprinkler Systems
 - 4-1002. Application for Sprinkler Permit
 - (f) Add requirement of a backflow prevention device
 - (g) Add requirement for annual testing/certification of backflow prevention devices
- Article 13. Demolition and Site Clearance
 - 4-1306. Removal and Site Clearance Requirements
 - Require all footings/foundation walls be removed during demolition
- ❖ Chapter 5. Business Regulations and Licenses
 - Article 1. Registration; Businesses, Occupations, Professions
 - 5-108. Appeals--License Application Denials
 - Change appeal from Governing Body to Administrative Appeals Committee
- ❖ Chapter 7. Health and Welfare
 - Article 1. Public Health Standards
 - 7-101. Definitions
 - Rearrange definitions to be in alphabetical order
 - Remove definitions of terms not used in code
 - Industrial Refuse
 - Control Measures
 - Director of Community Health
 - Health Officer
 - 7-102. Responsibility of Code Enforcement Officer
 - Remove reference to health officer of Sedgwick County
 - 7-105. Hearings
 - Remove reference to director of community health
 - 7-107. Sanitation Standards for Refuse
 - Remove duplicate information – Addressed in Article 2
 - 7-108. Sanitation Standards for Animals
 - (2) Fence
 - Remove specific language concerning fences and makes reference to fence code in Article 11 of Chapter 4
 - 7-111. Rodent Control
 - (a) Rodent Proofing
 - Simplify definition to include all structures
 - (b) Screening
 - Delete section
 - (c) Storage of Foodstuffs
 - Modify definition for clarification
 - (d) Storage of Nonfoodstuffs
 - Remove reference to Section 7-111(a)
 - (e) Storage of Materials Outside Buildings
 - Remove reference to Section 7-111(a)
 - (f) Rodent Eradication
 - Remove reference to representative of Sedgwick County
 - 7-114. Penalty

- Remove reference to representative of Sedgwick County
 - 7-115. Food Handler's Cards
 - Remove section since this is no longer a state requirement
- ❖ Chapter 10. Police Department
 - Article 1. Police Department
 - 10-104. Services Performed; Fees.
 - Remove since we no longer perform DL record checks for citizens
- ❖ Chapter 11. Public Offenses
 - Article 1. General Provisions
 - 11-101. Definitions
 - Remove duplicate definitions and those less descriptive than in the UPOC
 - 11-102. Incorporating Uniform Public Offense Code
 - Incorporation of new UPOC as amended
 - Article 7. Offenses Affecting Governmental Functions
 - 11-701. Amendments
 - (c) Compensation for Past Official Acts
 - Remove – Covered by Section 7.A2 of the UPOC
 - Article 10. Offenses Against Public Safety
 - 11-1002. Penalty for Violation of a Public Health Order
 - Add penalty language for violation of a Public Health Order
 - A violation of this Section shall result in the following: (i) first violation, written warning; (ii) second violation, \$50.00 fine; (iii) third violation and thereafter, \$100.00 fine.
- ❖ Chapter 12. Public Property
 - Article 1. Parks, Recreational Areas
 - 12-115. Cereal Malt or Alcoholic Beverages within Public Parks
 - Incorporation of Ordinance 1066
- ❖ Chapter 14. Traffic
 - Article 1. Standard Traffic Ordinance
 - 14-101. Standard Traffic Ordinance Incorporated
 - Incorporation of 2019 STO (No Red Line Draft)
- ❖ Chapter 15. Utilities
 - Article 1. Water Department and Regulations
 - 15-106. Water Service Installation.
 - Regulation of placement of water meter
 - 15-107. Tap Charges & Code Compliance
 - (b) Cost of Installation
 - Clarify cost of installation
 - (c) Installation and Code Compliance
 - Clarify all service lines shall be in separate trenches
 - 15-130. Prohibited Connections
 - (g) Underground sprinkler systems
 - Add to list of items where connection is prohibited unless properly protected by a backflow prevention device
 - Article 4. Private Disposal System
 - 15-405. Sewer System Installation

- Add specific language for private systems
- 15-406. Sewer System, Final Inspection
 - Add requirement for as-built drawings
- ❖ Chapter 17. Fee Schedule
 - Article 3. Specific Charges, Taxes, Fees and Certain Salaries
 - 17-315. Cleaning Fee
 - Incorporation of Ordinance 1070
 - 17-333. Electrical Permits
 - List fee in Chapter 17
 - 17-352. Mechanical Permits.
 - List fee in Chapter 17
 - 17-362. Plumbing Permits.
 - List fee in Chapter 17
 - 17-372. Roofing and Siding Permits.
 - List fee in Chapter 17
 - 17-394. Wireless Communication Facility
 - Update and list fee in Chapter 17

1-305. SPECIAL MEETINGS. Any special meeting may be called either by (i) the mayor or (ii) by the mayor on written request of not less than three (3) members of the council addressed to the mayor, specifying the object and purpose of the meeting, which request must be read at the meeting and entered at length on the journal. The call of the mayor for any ~~such~~special meeting shall be issued in such manner as may be required by the rules of the council. Attendance by any member of the governing body at a special meeting thereof shall constitute a waiver of any right or privilege such member may have to challenge any purported or actual non-compliance with the provisions of this section, unless such appearance is limited solely to express formal objection to the call.
(Ord. 1971; Sec. 1-106; Code 1984; Code 2003; C.O. No. 26)

4-102 LICENSES. All contractors and tradesmen shall provide proof to the City of both a current and valid Metropolitan Area Building and Construction Department [hereinafter “MABCD” or “Metropolitan Area Building and Construction Department”] Contractor’s License and a City of Haysville Contractor’s License prior to being issued a permit to design, construct, erect, remodel, alter, demolish, locate, relocate or remove any building or structure, or place or install service equipment within the City.

(a). License of City of Haysville. City of Haysville licenses for all trades and construction for building, mechanical, electrical, plumbing, concrete, fencing and manufactured housing installation shall be issued exclusively through City.

(b). License of Metropolitan Area Building and Construction Department. Metropolitan Area Building and Construction Department licenses for all trades and construction for building, mechanical, electrical, plumbing and manufactured housing installation shall be issued exclusively through MABCD.

(Code 2011)

4-107. DEFINITIONS. Definitions of terms used in this Article shall be as follows:

(a) Agricultural Building: A structure designed and constructed to house hay, grain, poultry, livestock, or other horticulture products and for farm storage of farming implements. Such structure or structures shall not be a place for human habitation or place of employment where agriculture products are processed, treated or packaged; nor shall it be a building or structure for use by the public.

(b) Contractors: A contractor, within the meaning of this chapter, is any person who undertakes with or for another to build, construct, alter, repair, add to, wreck or move any building or structure, or any portion thereof, within the city, for which a permit is required under this article, for a fixed price, fee, percentage or other compensation other than wages, or who advertises or otherwise represents to the public to have the capacity or ability to undertake to build, construct, alter, repair, add to, wreck or move any building or structure or any portion thereof; or who builds, constructs, alters, adds to, wrecks or moves any building or structure, either on his or her own or other property, for the purpose of speculation.

(c) A One and/or Two Family Dwelling is a structure having one (1) or two (2), but not more than two (2), units providing independent living facilities, (for one or more persons constituting a family,) including permanent provisions for living, sleeping, eating, cooking and sanitation. A family is an individual of two (2) or more persons related by blood, marriage or law, or a group of not more than four (4) persons (excluding servants), who need not be related, living together in a dwelling unit. As defined in the current City of Haysville Zoning Ordinance.

(d) Commercial Building. A commercial building is a building in which is conducted a business, trade or profession and is not used primarily for residential purposes.

(Ord. 379, Sec.5; Code 2003)

4-201. BUILDING INSPECTOR: AUTHORITY AND APPEALS. The duties for the building inspector shall be as follows:

(a) The building inspector is hereby authorized to enter upon premises for all such purposes to perform the duty imposed upon him or her, and may apply to a court of competent jurisdiction for an order granting such entry in the event entry is denied. It shall be the duty of the building inspector to inspect all construction done in the city for which a permit is required. The building inspector shall cooperate with the board of health of the county in performance of any duty imposed upon such board by the health laws of the city.

(b) The building inspector shall keep a record of inspections made by him or her and in connection therewith a record of his or her orders of all buildings being erected, altered, or repaired with regard to construction therein to see that all construction work conforms to the building regulation of the city. He or she shall have power to reject any construction if the same is not done in accordance with such regulations. The building inspector shall be authorized to enter upon premises for all such purposes to perform a duty imposed upon him or her. The owner of any building, the construction of which has been rejected by the building inspector and who may feel aggrieved respecting such order, may by agent or personally appeal to the board of appeals, as established by the International Building Code, ~~2018~~²⁰⁰⁶ Edition, to have such order reviewed and the decision of the board can be appealed to the governing body for review and the decision of the governing body shall be final when the matter shall have been heard by it.

(Code 1984; Code 2003, Ord. 881)

4-209.

SUSPENSION; APPEAL. Should any contractor feel that his or her certificate has been wrongfully canceled and recalled, or suspended as provided in this article; or should any contractor feel that his or her license has been wrongfully canceled and recalled or suspended as provided in section 4-207, he or she may within ten (10) days from the date of such cancellation and recall or suspension appeal in writing, filed with the City Clerk to an Administrative Committee comprised of the Mayor, Chief Administrative Officer and Public Works Director who will act as the Appeals Committee. At the hearing, the Administrative Committee shall hear all evidence submitted by the appealing party and other parties in interest and all evidence submitted by the City. The hearing provided for in this section need not be conducted according to formal rules of evidence. the governing body by filing with the city clerk a written notice of appeal. The city clerk shall place the matter on the agenda of the governing body for the next regular meeting of the governing body. At the time of the next regular meeting of the governing body, the appellant shall be given the opportunity to state the reasons that such contractor believes that the action against his/her license was without merit. The governing bodyAdministrative Committee may in its discretion reverse, modify or amend, the existing cancellation and recall, or suspension. The Administrative Committee shall prepare a written description of its findings and an appropriate order. The order shall be sent by certified mail, or delivered via in person delivery, to the appealing party within five (5) days of the conclusion of the hearing, unless otherwise stated at the hearing. The Administrative Committee's order shall describe the relevant facts relied upon, state the specific Code provisions being relied upon, and state any such other stipulations, or orders as deemed necessary by the Administrative Committee. The determination by the Administrative Committee shall be a final order of the City, and appeals of this action

may be taken as allowed by law. Such appeal shall be filed within 30 days of the final decision of the Administrative Committee. A decision of the Administrative Committee shall be deemed final the day such decision is rendered. Should there be no appeal as provided herein the existing cancellation and recall, or suspension shall be final and not appealable.

(Code 1971, Sec.4-321; Code 2003)

4-401. ADOPTION OF THE INTERNATIONAL BUILDING CODE, ~~2018~~2012 EDITION, AS THE COMMERCIAL BUILDING CODE, WITH CERTAIN ADDITIONS AND DELETIONS.

There is hereby adopted by reference by the City of Haysville, Kansas, for the purpose of establishing standards for the safety, health, and public welfare, the International Building Code, ~~2018~~2012 Edition, as the Commercial Building Code, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, and such amendments as adopted by reference in Ordinance 1048 adopted December 11, 2017, including all fee schedules unless otherwise set forth within chapter 17 of this Code, and such document is incorporated by reference herein.

4-410. CITY PROVISIONS ADDITIONAL TO OR SUPPLEMENTAL TO THE STANDARD PROVISIONS OF THE WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

The following provisions are supplemental to and additional to the **Commercial Building Code** as adopted by the City of Haysville. These provisions shall supplement the associated provisions.

Section 101.4.1 of the International Building Code, is amended to read as follow: *101.4.1 Electrical*. The provisions of Article 4 of this Code shall apply to the installation of electrical systems, including alternations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

Section 101.4.2 of the International Building Code, is amended to read as follows: *101.4.2 Gas*. The provisions of Article 3 of this Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this Code. These requirements apply to gas piping systems extending from point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

Section 101.4.3 of the International Building Code, is amended to read as follows: *101.4.3 Mechanical*. The provisions of Article 5 of this Code shall apply to the installation, alterations, repairs, and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilation, heating, cooling, air conditioning and refrigeration systems, incinerators, and other energy-related systems.

Section 101.4.4 of the International Building Code, is amended to read as follows: *101.4.4*

Plumbing. The provisions of Article 3 of this Code shall apply to the installation, alterations, repairs and replacement of plumbing systems, including equipment, appliances, fixtures and appurtenances, and where connected to water or sewage system and all aspects of a medical gas system.

Section 105.2 of the International Building Code, is amended to read as follows: 105.2 Work exempt from permit. Exemptions from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures classified as Group S or U occupancies, with a floor area exceeding 100 square feet or more shall require an approved site plan and a building permit.~~but not exceeding 200 square feet shall be inspected by City.~~
2. All fences constructed within the City are subject to the provisions of Chapter 4, Article 11 of the Code of the City of Haysville, Kansas, governing fences.
3. All swimming pools constructed or installed within the City are subject to the provisions of Chapter 4, Article 9 of the Code of the City of Haysville, Kansas governing swimming pools.

Section 109.3.3 of the International Building Code, is amended to read as follows: 109.3.3 Floodplain Inspections. Floodplain inspections lowest floor elevation. For all City floodplain inspections, the lowest window (not window well) shall be deemed the lowest opening of any structure.

- 4-709. LICENSE: DRAIN LAYER. Any person engaging in or desiring to engage in the business of laying any private sewer or drain to be connected with the city sewer or private sewer in the city, or the repairing or relaying of any existing private sewer or drain in the city shall before obtaining any permit or transacting any business, procure a license from the city. A master drain layer certificate issued by a city of a larger class and in good standing shall be recognized by the city of Haysville. The license shall be renewable annually on January 1 by applying to the city clerk. No license shall be transferred from one person to another. Fees shall be paid to the city clerk. License or certificate fees shall be as stated in the approved schedule of fees. The fees shall be as set out in Chapter 17.

A drain layer's license may be issued to any person, firm, copartner ship, corporation or other entity in which at least one (1) active member or officer has been qualified as and has a master drain layer's certificate. A separate license shall be issued for each place where business is conducted.

A drain layer's contractor license shall not authorize said contractor to install potable

water service piping as required in the currently adopted plumbing code or the code of the City of Haysville.

(Ord. 395, Secs. 1:2; Code 1984; Code 2003; Code 2007)

4-801. ADOPTION OF THE INTERNATIONAL MECHANICAL CODE, ~~2018~~2012 EDITION.

There is hereby adopted by reference by the City of Haysville, Kansas, for the purpose of establishing standards for the safety, health, and public welfare, the International Mechanical Code, 2012 Edition, as published by the International Code Council, 5203 Leesburg Pike, Suite 708 Falls Church, Virginia, 22041, excluding appendix B, and sections 301.2, 301.3, 501.3.1.1, 802.8, and 1101.10, as such Mechanical Code was adopted and amended by Resolution # 106-2015 of the Board of County Commissioners of Sedgwick County, Kansas, of May 20, 2015, and such is hereby incorporated herein and made a part of this Code as though set forth at length herein, all as subsequently set forth within the Unified Building and Trade Code as adopted within Article 12 of this Chapter, including all fee schedules unless otherwise set forth within Chapter 17 of this Code. This Standard Code and all Amendments as set forth herein and within the aforementioned Resolution of the Sedgwick County Board of Commissioners, as subsequently incorporated into the Unified Building and Trade Code shall henceforth be known as the Mechanical Code of the City of Haysville.

4-803. AMENDMENTS.

Section 101.2 of the International Mechanical Code, as adopted by reference herein, shall be amended to read as follows: This Code shall regulate the design, installation, maintenance, alteration and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings. This Code shall also regulate those mechanical systems, system components, equipment and appliances specifically addressed herein. The installation of fuel gas equipment, fuel gas fired appliances and gas-fired appliance venting systems shall be regulated by the currently adopted plumbing code of the City of Haysville~~International Fuel Gas Code~~. Exception: Detached one- and two- family dwellings not more than three stories high with separate means of egress and their accessory structures shall comply with the currently adopted~~2006~~ International Residential Code. Official publication of amendments shall be by publication in the official codebook of the City of Haysville, pursuant to K.S.A. 12-3009, et seq.

4-901. DEFINITIONS. For the purpose for this article, certain terms are herewith defined as follows:

(a) Private: Shall mean not open to the public, not publicly owned, or not otherwise regulated by the state of Kansas, either by statute, rule or regulation, or by the city.

(b) Swimming Pool shall mean any artificially constructed, permanent or portable pool capable of being used for swimming or bathing, having a capability to hold a depth of two (2) feet or more at any point.

(Ord. 437, Sec.1; Code 2004)

4-902. PERMIT REQUIRED. It shall be unlawful to construct or establish a private

swimming pool without having obtained a permit therefore in the manner hereinafter specified. The fee shall be as set out in Chapter 17. Prefabricated swimming pools that are less than 24 inches (610 mm) deep and the capacity does not exceed 5,000 gallons (18,925 L) in which the pool walls are entirely above ground are exempt from the requirement for a permit.

(Ord. 437, Sec. 2; Code 2003; Code 2007)

- 4-903. APPLICATION FOR PERMIT; PLANS REQUIRED; APPROVAL. Application for construction on and maintenance of a private swimming pool shall be made to the Public Works Director or his/her designee ~~building inspector~~ by the owner of the property or by the contractor who is to construct the swimming pool. The building permit application shall be accompanied by ~~duplicate sets of plans, specifications and~~ plot plans of the property showing the location of the proposed private swimming pool, any and all dedicated easements, utility lines both underground and overhead with measurements to the pool reflecting utilities as well as distances to all structures and property lines. The plot plan shall also show the location, height and type of all existing fences or walls on the boundary line to the property, together with the type and height of such fencing or enclosure as may be required in this article. ~~No permit for a private swimming pool shall be issued by the building inspector until the required plans, specifications and plot plans have been approved by the health office and such approval has been properly certified on the plans.~~

(Ord. 437, Sec. 3; Code 2003)

- 4-905. CONSTRUCTION AND DESIGN GENERALLY. Construction and design of private swimming pools shall be such that they may be maintained and operated in compliance with existing health and building codes and regulations at all times.

(Ord. 437, Sec. 5; Code 2003)

- 4-908. SOURCE OF WATER SUPPLY. No source of water other than that secured from the city water distribution system or private well shall be used in private residential swimming pools. Water shall not be taken directly from any fire hydrant without ~~special~~ permission from the City and the Sedgwick County Fire Department. ~~Metropolitan Area Building and Construction Department Fire Chief and the public works director of the city.~~

(Ord. 437, Sec. 8; Code 2003)

- 4-912. LIGHTING. No artificial lighting shall be maintained or operated in connection with a private swimming pool in such a manner as to be a nuisance ~~or annoyance to the neighborhood property.~~

(Ord. 437, Sec. 12; Code 2003)

- 4-916. LOCATION OF POOLS. Outside or open air private swimming pools shall not be located in any easement or building setback area; and shall be not less than ten (10) feet from the side or rear property line and not less than fifteen (15) feet from the property line on the street side of ~~the~~ corner lots. No pool shall be located closer than twenty (20)

feet to the principal building on an adjoining lot nor closer than sixty (60) feet to the front property line. All measurements shall reflect the pool structure, below grade, not the edge of water/pool at grade.

(Ord. 437, Sec. 16; Code 2003)

- 4-919. EXISTING POOLS. When it is deemed necessary by the Public Works Director or his/her designee~~building inspector or the health officer~~, the owner of any pool which existed prior to the effective date of this article shall make such alterations or changes as are necessary to remove any nuisance or hazard which might cause injury or harm to the public or to the person or persons that use it. The owner shall be allowed twenty (20) days from the date of written notification to begin required changes and shall show complete compliance on or before sixty (60) days.
(Ord. 437, Sec. 19; Code 2003)

- 4-920. NUISANCE PROHIBITED. No swimming pool shall be operated or maintained so as to create a nuisance, hazard, eyesore or otherwise to result in a substantial adverse effect on neighboring properties or to be in any other way detrimental to public health, safety and welfare.

- 4-921~~9~~. PENALTY. Any person who violates, disobeys, omits, neglects or refuses to comply with the provisions of this article shall be fined not more than ~~twenty-five~~one-hundred dollars (\$~~100~~25) for each offense. Each day that a violation is continued shall constitute a separate offense.
(Ord. 437, Sec. 20; Code 2003)

- 4-1002. APPLICATION FOR SPRINKLER PERMIT. (a) An application for a sprinkler permit shall be made on a form provided by the city and shall be accompanied by a drawing, plan or photograph of the proposed improvement. The application shall release the city, the Kansas Department of Transportation (KDOT), and any franchise holder of the city from and indemnify each of them against any and all damages which may be caused by reason of installation of such sprinkler system in the public right-of-way.
- (b) Construction of such sprinkler systems shall comply with all applicable city codes and standards and with any other requirements prescribed by the city.
- (c) No permit for any sprinkler system in any public right-of-way located along Broadway (U.S. Highway 81) shall be issued hereunder unless the application therefore is first reviewed and approved by the Kansas Department of Transportation. Any such application shall, when made by the owner of commercial or industrial property, be accompanied by a certificate of insurance naming the City of Haysville and the Kansas Department of Transportation as additional insured's.
- (d) Each permit issued hereunder shall specify the location by address and shall authorize excavation, installation, and operation of the system in conformity with the approved plan, subject at all times to inspection by the city to determine compliance with city codes, standards and other requirements.
- (e) Approval and disapproval of applications for permits hereunder shall be the responsibility of the public works director or his/her duly authorized designee.

(f) All sprinkler systems connected to the City of Haysville water system shall have a backflow prevention device as required in the currently adopted plumbing code as well as the current city code of the City of Haysville. Under no circumstance shall any approval be given to connect an underground sprinkler system to a hose bibb or sillcock fitting serving a dwelling or other structure.

(g) All sprinkler systems connected to the City of Haysville water system shall be tested/certified by a certified backflow prevention device installer/tester every 12 months as required by the city code of the City of Haysville and/or the State of Kansas. A copy of all documentation for said testing/certification shall be submitted to the Director of Public Works or his/her designee.

(Ord. 687; Code 2003)

4-1306. REMOVAL AND SITE CLEARANCE REQUIREMENTS.

The following requirements will be met during and after the razing or demolition of any structure: in wrecking, demolishing, or razing of any structure, the work shall begin at the top thereof. Each story shall be completely razed or demolished, and materials therefrom completely removed before work on the next lower story is started. In those instances where demolishing of an unusual structure or building is undertaken or unusual circumstances exist, the ~~Public Works Director or his/her designee~~~~city building inspector~~ may by special permit in writing authorize deviation from the standard regulations for demolition in the interest of public safety and welfare. When the building has been wrecked, demolished, razed, removed from the site, or destroyed by fire, flood, or storm and no permit for new construction has been approved by the ~~Public Works Director or his/her designee~~~~building official~~, the lot shall be filled, graded and maintained in conformity with the established street grades at curb level. No combustible material shall be used to fill any basement or excavation. ~~Crawl space~~~~All footings/-~~foundation walls shall be ~~completely removed from the site, razed to at least (6) inches below final grade.~~ Basement foundations shall be broken up and ~~removed from the site, may be used to partially fill the basement.~~ The top six (6) inches to finished grade ~~on any type of foundation~~ shall be fine dirt, free of large rocks and vegetation. All fill materials shall be compacted. The lot shall be maintained free from accumulation of rubbish and any unsafe or hazardous conditions dangerous to the life or health of the public. In event that a permit is issued for new construction, all excavation which is not completely filled shall be fenced with fencing adequate for the safety of the public pursuant to the fencing requirements found in this code.

5-108.

APPEALS--LICENSE APPLICATION DENIALS.

Any applicant for a Registration and Permit to Operate Certificate who has been administratively denied the issuance of such permit under the application procedures provided in this Code shall have a right of appeal by filing a written request therefore with the city clerk within ten business days of the denial of such application or certificate or such denial becomes final. An Administrative Committee comprised of the Mayor, Chief Administrative Officer and Deputy Administrative Officer will act as the Appeals Committee. At the hearing, the Administrative Committee shall hear all evidence submitted by the appealing party and other parties in interest and all evidence submitted by the City. The hearing provided for in this section need not be conducted according to formal rules of evidence. The Administrative Committee may in its discretion reverse, modify or amend, the denial. The Administrative Committee shall prepare a written description of its findings and an appropriate order. The order shall be sent by certified mail, or delivered via in person delivery, to the appealing party within five (5) days of the conclusion of the hearing, unless otherwise stated at the hearing. The Administrative Committee's order shall describe the relevant facts relied upon, state the specific Code provisions being relied upon, and state any such other stipulations, or orders as deemed necessary by the Administrative Committee. The determination by the Administrative Committee shall be a final order of the City, and appeals of this action may be taken as allowed by law. Such appeal shall be filed within 30 days of the final decision of the Administrative Committee. A decision of the Administrative Committee shall be deemed final the day such decision is rendered. ~~from the denial to the Governing Body by filing a written request therefore with the city clerk. The notice of appeal must be filed with the city clerk within ten days of the denial of such application for certificate or such denial becomes final.~~

7-101. DEFINITIONS. Unless the context specifically indicates otherwise, the following terms used in this article shall mean as follows:

(a) Waste or Wastes: Shall mean useless, unused, unwanted or discarded materials resulting from normal community activities. Wastes include solids, liquids or gases.

(b) Refuse: Shall mean all putrescible and nonputrescible waste materials (except body wastes) such as trash, garbage, tree trimmings, grass cutting, dead animals and industrial wastes but shall not include human or animal excrements, salvage or inert materials produced in connection with the erection or demolition of buildings.

(c) Trash or Rubbish: Shall mean all nonputrescible animal and vegetable wastes including but not limited to paper, cardboard, tin cans, glass, wood, yard clippings, crockery, metals, and ashes.

(d) Garbage: Shall mean the putrescible animal and vegetable wastes resulting from the handling, preparation, cooling and consumption of food;

~~(e) Industrial Refuse: Shall mean the solid wastes resulting from industrial processes.~~

(f) Dead Animals: Shall mean those that die in the normal course of community activity, excluding condemned animals at slaughter houses or any other animals normally considered industrial refuse.

(g) Manure: Shall mean the body discharges of all animals except humans;

(h) Human Excreta: Shall mean the body discharges (both feces and urine) of humans.

(i) Sewage: Shall mean a combination of the water carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground surface and storm waters as may be present.

(j) Salvage Materials: Shall mean materials of some value that are obtained from the disassembly of various kinds of machinery and mechanical appliances and/or the demolition of buildings or similar structures;

(k) Salvage Yard: Shall mean any premises used for:

(1) The sale and resale of used merchandise;

(2) The disassembling of wrecked or used automobiles and sale of auto parts, and;

(3) The collection, sorting, storage and/or resale of various kinds of metal and/or used building materials.

(l) Foodstuffs: Shall mean all food used for human consumption;

(m) Rodents: Shall mean the so-called domestic rats, *Rattus norvegicus*, *Rattus rattus alexandrinus* and *Rattus rattus rattus*, domestic mice, *Mus musculus* and other wild native rodents associated with the transmission of diseases affecting man or other animals.

(n) Insects: Shall mean the following classes of Arthropoda:

(1) Insecta; and;

(2) Arachnida, including flies, lice, cockroaches, bedbugs, plant bugs and mites, ticks, spiders and scorpions.

~~(o) Control Measures: Shall mean any chemical, structural, physical procedures, or processes designed to eradicate, minimize, prevent or otherwise limit the reproduction and/or infestation of insects, rodents or other animal populations detrimental to public health.~~

(p) Premises: Shall mean a lot, plot or parcel of land, including the dwellings and structures, if any, located thereon.

~~(q) Director of Community Health: Shall mean the director of the Sedgwick County Department of Community Health.~~

~~—(r) Health Officer: Shall mean the director of the Sedgwick County Department of Community Health or authorized representative.~~

(s) City: Shall mean the City of Haysville, Sedgwick County, Kansas.

(t) Utility Committee: Shall be appointed by the mayor and be comprised of two councilmembers and the public works director.

(u) Code Enforcement Officer: Shall mean the code enforcement officer of the city or their designated representative.

(Code 1971, Sec. 7-101; Code 2003)

7-102. RESPONSIBILITY OF CODE ENFORCEMENT OFFICER. The code enforcement officer ~~or the health officer of the Sedgwick County Department of Community Health~~ shall be responsible for the enforcement of this article and is hereby authorized to make such investigations, to issue notices, orders and directions as are necessary for the enforcement of the provisions of this article.

(Code 1971, Sec. 7-102; Code 2003)

7-105. HEARINGS. Any person affected by any notice which has been issued in connection with the enforcement of any provisions of this article, who is aggrieved thereby, and who believes the same to be contrary to the policies or regulations of the city may request and shall be granted a hearing on the matter before the governing body. Such person shall file in the office of the city clerk a written petition requesting such hearing and setting forth a brief statement of the grounds therefore within ten (10) days after the notice is served. Upon receipt of such petition the city clerk shall set a date to be heard at the next regular council meeting for such hearing. At the hearing, the petitioner shall be given an opportunity to be heard and to show why the notice should be modified or withdrawn. The proceedings at the hearing, including the findings and decision of the governing body, shall be summarized, reduced to writing and entered as a matter of public record in the office of the city clerk. The record shall also include a copy of every notice or order issued in connection with the matter. ~~Appeals from the decision of the director of community health officer or designated representative may be made to the governing body within five (5) days after the decision has been declared.~~ Whenever the director of community health code enforcement officer or designated representative finds that an emergency exists which requires immediate action to protect the community health, he or she may request that the mayor issue an order reciting the existence of such emergency and requiring that such action be taken as they (the code enforcement officer ~~or designated representative~~ and the mayor) deem necessary to meet the emergency. The mayor shall determine whether the aforesaid order shall be issued. In the event that the mayor determines that an emergency exists, he or she may, without notice or hearing, issue the order. Notwithstanding the other provisions of this article, the order shall be immediately effective. Any person to whom such an order is directed shall comply therewith immediately, but upon petition to the code enforcement officer shall be afforded a

hearing as herein provided as soon as possible. After such hearing, upon the recommendations of the code enforcement officer, the governing body shall determine whether the order shall be continued in effect, be modified or revoked.

(Code 1971, Sec. 7-105; Code 2003)

7-107. ~~SANITATION STANDARDS FOR REFUSE. Sanitation standards for refuse in the city shall be as follows:~~

~~(a) Storage:~~

~~(1) The owners or occupants of all residential premises shall store all refuse produced on such premises, in liquid tight containers covered with fly tight, watertight lids or covers. All garbage that is produced on such residential premises shall be drained and wrapped in newspaper or similar material prior to being placed in the container. Garbage that is disposed of by garbage grinders shall otherwise be excluded from the provisions of this section;~~

~~(2) All garbage that is not otherwise disposed of by garbage grinders from commercial or other establishments that process, sell or serve food products shall be stored in separate liquid tight containers with fly tight and watertight lids or covers;~~

~~(3) Owners or occupants of premises other than residential shall store all trash produced on such premises in suitable, liquid tight containers, covered with fly-tight and watertight lid or covers. In the event trash is of such quantity as to make it impractical to place the same in containers, the owner or occupant of such premises shall provide storage facilities for the trash as may be required by the code enforcement officer;~~

~~(4) Bulky nonputrescible material may be stored on the ground near the refuse containers of all premises. Such material shall be tied securely in bundles less than four (4) feet in length and less than fifty (50) pounds in weight.~~

~~(b) Collection, Removal and Disposal:~~

~~(1) The refuse from all premises shall be collected and removed at least once each week, in covered vehicles of watertight construction, inspected and approved for collection of refuse;~~

~~(2) All vehicles used for the collection of refuse shall be kept in a clean and sanitary condition and shall be washed free of putrescible materials at the close of each day and shall be kept in safe mechanical condition;~~

~~(3) All persons, other than those collecting and removing refuse from premises occupied by them, who collect or offer to collect refuse in the city, shall be licensed as required by this code and any amendments thereto;~~

~~(4) All refuse collected from premises within the corporate limits of the city shall be disposed of at such locations and in such a manner as approved by the code enforcement officer;~~

~~(Code 1971, Sec. 7-107(b)(1); Ord. 320; Code 2003)~~

7-108. ~~SANITATION STANDARDS FOR ANIMALS. Sanitation standards for animals for the city shall be as follows:~~

~~(a) Diseased Animals or Fowl. Any domestic animal or fowl suffering from a disease that is hazardous to other animals or humans shall be destroyed or placed in custody of a veterinarian in an animal hospital;~~

(b) Animal Pen.

(1) Location. No animal pen, rabbit hutch, pigeon loft or similar structure or enclosure housing animals or fowl shall be located fewer than thirty-five (35) feet from a dwelling or street;

(2) Fence. ~~Barbed wire fences and electrically charged fences shall not be permitted, except on public land or properties for which agricultural classification permit is held or on top of a six (6) foot security fence~~ See Chapter 4, Article 11;

(3) Cleaning. Structures or enclosures used to confine fowl or animals shall be kept in a sanitary condition that will not produce offensive odors or breed flies. All accumulations of manure, straw or litter shall be removed from such structures or enclosures each day and placed in containers approved by the code enforcement officer for such purposes;

(4) Removal of Manure. Accumulations of manure stored in approved containers shall be removed from all premises at least twice each week and disposed of in a manner approved by the code enforcement officer;

(5) Feeding of Garbage to Animals. Domestic garbage or food scraps shall not be fed to animals or fowl harbored or kept in pens located within the corporate limits of the city.

(Code 1971, Sec. 7-108; Code 1984; Code 2003)

7-111. RODENT CONTROL. Rodent control in the city shall be as follows:

(a) Rodent Proofing. ~~All Buildings or premises structures located in industrial and commercial zones and all premises with multi-family dwellings~~ shall be maintained in rodent proof condition by proper application of structural materials or alterations approved by the city inspector for rodent proofing and applied in the manner specified by the city inspector;

~~(b) Screening. Exterior windows and doors of all buildings used for human habitation or for storage, preparation or serving of food shall be screened in a manner prescribed by the city inspector;~~

(c) Storage of Foodstuffs. All foodstuffs stored within buildings or premises ~~described in section 7-111(a) of this article~~ shall be stored in an orderly manner so as to facilitate good housekeeping, prevent contamination and minimize food or harborage of rodents; kept and stored in rat-free and rat-proof containers, compartments, or rooms unless kept in a rat-stopped building.

(d) Storage of Nonfoodstuffs. All nonfoodstuffs stored within buildings or premises ~~described in section 7-111(a) of this article~~ shall be stored off the floor in a manner that will facilitate proper cleaning and minimize rodent harborage. All organic nonfoodstuffs shall be treated in a manner that will limit the access of such materials to rodents. All storage areas within the building shall be kept free of ~~such~~ trash and rubbish;

(e) Storage of Materials Outside Buildings. Materials stored outside buildings or ~~premises described in section 7-111(a) of this article~~ structures shall be kept on racks that provide a clearance of eighteen (18) inches or more between the bottom of the rack and the ground surface and at least forty eight (48) inches away from a building, wall or fence. Refuse containers may be stored on a concrete slab as specified by the city

inspector. The code enforcement officer shall have discretion to issue a waiver to property owners, valid for one year, to reduce the clearance level for storage of those materials that can-not feasibly be stored on racks or should not be stored 18” -off the ground due to extreme size and weight of such materials. Inconvenience to the property owner shall not be grounds for issuance of such a waiver, and all such waivers must be annually renewed following an on-site inspection by the code enforcement officer. Initial issuance and subsequent reissuance of such waivers shall not be automatic, but based on articulable facts in existence at the time of each inspection.

(f) Rodent Eradication. When directed to do so by the code enforcement officer ~~or representative of Sedgwick County Department of Community Health~~, the owners or occupants of any premises shall institute effective rodent eradication measures as recommended by the code enforcement officer ~~or the representative of the Sedgwick County Department of Community Health~~.

(Code 1971, Sec. 7-112; Code 2003; Ord. 915)

- 7-114. PENALTY. Any person who shall violate any provision of this article, other than section 7-113, or any provision of any rule or regulation adopted by the code enforcement officer, or city inspector ~~or representative from the Sedgwick County Department of Community Health pursuant to authority granted by this article~~ shall, upon conviction thereof, be punished by a fine in accordance with the general penalty provisions set out in section 1-121 of this code. Each day that any violation of this article continues shall constitute a separate offense and punishable hereunder as a separate violation.

(Code 1971, Sec. 7-114; Code 1984; Code 2003)

- 7-115. ~~FOOD HANDLER’S CARDS. — No person operating a restaurant subject to annual inspection by the State of Kansas shall allow any employee to engage in any food handling whatsoever unless the employee has attended a food handlers instructional class that is provided or approved by the Wichita/Sedgwick County Health Department. Each employee shall maintain in his or her possession a food handler’s card issued by the health officer certifying that the employee has received such instruction or has passed such examination.~~

~~A copy of such food handler’s certificate shall be maintained at the business, and shall be shown to any City code Inspector/Enforcement Officer who requests to view such certificate. This section shall be administratively enforced through Article 5-101, business licensing and registration. Additionally, the owner or manager of any such business may be prosecuted for failing to maintain proof of valid food handler’s certificates for all employees pursuant to 7-114 above.~~

(Code 2010)

10-104. SERVICES PERFORMED; FEES. A processing fee as stated in Chapter 17 shall be collected by the city and paid to the city clerk from each person requesting to be fingerprinted prior to such service being performed.

~~A processing fee as set out in Chapter 17 shall be collected by the city and paid to the city clerk from each person requesting a driving record prior to such service being performed.~~

(Ord. 794; Ord. 795; Code 2003; Code 2021)

11-101. DEFINITIONS. The following definitions shall apply when the words and phrases defined are used in this chapter except when a particular context clearly requires a different meaning.

~~(a) Act: Includes a failure or omission to take action.~~

~~(b) Air Gun or Air Rifle: Any device whether or not in the shape and form commonly associated with the terms pistol, sidearm, small arm, rifle, shotgun or any other type of gun designed to forcibly expel from an opening therein any pellet or BB shot, and whether operating from and upon compressed air or mechanical or elastic springwork or otherwise.~~

~~(c) Alcohol Concentration: The number of grams of alcohol per one hundred (100) milliliters of blood per 210 liters of breath.~~

~~(d) Alcoholic Beverage or Alcoholic Liquor: Alcohol, spirits, wine, beer and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a human being, but shall not include any cereal malt beverage.~~

~~(e) Another: A person or persons as defined in this chapter other than the person whose act is claimed to be criminal.~~

~~(f) Body Piercing: Puncturing the skin of a person by aid of needles or other instruments designed or used to puncture the skin for the purpose of inserting jewelry or other objects in or through the human body, except puncturing the external part of the human ear shall not be included.~~

~~(g) Cereal Malt Beverage: Any fermented but undistilled liquor brewed or made from a malt or a mixture of malt or malt substitute, but shall not include any such liquor which contains more than three and two tenths (3.2%) percent alcohol by weight.~~

~~(h) City or this City: All land and water either within or outside the boundary of the city over which the city has either exclusive or concurrent jurisdiction, and the air space above such land and water.~~

~~(i) Conduct: An act or series of acts, and the accompanying finding of guilt.~~

~~(j) Conviction: A judgment of guilt entered upon a plea or finding of guilt.~~

~~(k) Correctional Officer or Employee: Any officer or employee of the Kansas department of corrections or any independent contractor, or any employee of such contractor, working at a correctional facility.~~

~~(l) Deception: Knowingly and willfully making a false statement or representation, express or implied, pertaining to a present or past existing fact.~~

~~(m) To Deprive Permanently: In addition to those provisions set forth within Article 6, Section 6.2 of the Uniform Public Offense Code, the definition of "To Deprive Permanently" shall include:~~

~~(1) Take from the owner, or any person with a lawful interest, the possession or use or benefit of the property, without intent to restore the same; or~~

~~(2) Retain property without intent to restore the same or with intent to restore to the owner only if the owner purchases or leases it back, or pays a reward or compensation for its return; or~~

~~(3) Sell, give, pledge or otherwise dispose of any interest in property or subject it to the claim of a person other than the owner.~~

~~—(n) Dwelling: A building or portion thereof, a tent, a vehicle or other enclosed place which is used or intended for use as a human habitation, home or residence.~~

~~—(o) Dwelling Unit: A single-family residence, multiple-family residence and each living unit in a mixed-use building.~~

~~—(p) Gamecock: A domesticated fowl that is bred, reared, or trained for the purpose of fighting with other fowl.~~

~~(qa) Identification Document: Any card, certificate or document which identifies or purports to identify the bearer of such document, whether or not intended for use as identification, and includes, but is not limited to, documents purporting to be drivers' licenses, nondrivers' identification cards, birth certificates, social security cards and employee identification cards.~~

~~(r) Intent to Defraud: An intention to deceive another person, and to induce such other person, in reliance upon such deception, to assume, create, transfer, alter or terminate a right, obligation or power with reference to property.~~

~~(s) Law Enforcement Officer: Any person who by virtue of his or her office of public employment is vested by law with a duty to maintain public order or to make arrest for crimes, whether that duty extends to all crimes or is limited to specific crimes.~~

~~(t) Motorboat: Any vessel propelled by machinery, whether or not such machinery is the principal source of propulsion.~~

~~—(u) Obtain: To bring about a transfer of interest in or possession of property, whether to the offender or to another.~~

~~—(v) Obtains or Exerts Control Over Property: Includes but is not limited to the taking, carrying away, or the sale or conveyance or transfer of title to, interest in, or possession of property.~~

~~—(w) Ordinance Cigarette or Tobacco Infraction: A violation of an ordinance that proscribes the same behavior as proscribed by subsection (m) or (n) of K.S.A. 79-3321 and amendments thereto.~~

~~—(x) Owner: A person who has any interest in public property.~~

~~—(y) Paint Ball Gun: Any device whether or not in the shape and form commonly associated with the terms pistol, sidearm, small arm, rifle, shotgun or any other type of gun designed to forcibly expel from an opening therein any paint ball, and whether operating from and upon compressed air or mechanical or elastic spring work.~~

~~(z) Person: An individual, public or private corporation, government, partnership or unincorporated association or other entity.~~

~~—(aa) Personal Property: Goods, chattels, effects, evidences of rights in action and all written instruments by which any pecuniary obligation, or any right or title to property, real or personal, shall be created, acknowledged, assigned, transferred, increased, defeated, discharged or dismissed.~~

~~—(ab) Property: Anything of value, tangible or intangible, real or personal.~~

~~—(ac) Prosecution: All legal proceedings by which a person's liability for a crime is determined.~~

~~—(ad) Public Employee: A person employed by or acting for the city and who is not a public officer.~~

~~—(ae) Public Offense or Offense: An act or omission defined in this code which, upon conviction, is punishable by fine, confinement or both fine and confinement.~~

- ~~—(af) Public Officer: Includes the following whether elected or appointed:~~
- ~~(1) An executive or administrative officer of the city;~~
 - ~~(2) A member of the governing body;~~
 - ~~(3) A judicial officer, which shall include a judge, municipal judge, magistrate, juror, master or any other person appointed by a judge or court to hear or determine a cause of controversy;~~
 - ~~(4) A hearing officer shall include any person authorized by law or private agreement, to hear or determine a cause or controversy and who is not a judicial officer;~~
 - ~~(5) A law enforcement officer or public safety officer;~~
 - ~~(6) Any other person exercising the functions of a public officer under color of right.~~
- ~~(ag) Railroad Property: Includes, but is not limited to, any train, locomotive, railroad car, caboose, rail mounted work equipment, rolling stock, work equipment, safety device, switch, electronic signal, microwave communication equipment, connection, railroad track, rail, bridge, trestle, right-of-way or other property that is owned, leased, operated or possessed by a railroad company.~~
- ~~—(ah) Real Property or Real Estate: Every estate, interest and right in lands, tenements and hereditaments.~~
- ~~—(ai) Sail Board: A surfboard using for propulsion a free sail system comprising one or more swivel-mounted rigs (mast, sail and booms) supported in an upright position by the crew and the wind.~~
- ~~—(aj) Sailboat: Any vessel, other than a sail board, that is designed to be propelled by wind action upon a sail for navigation on the water.~~
- ~~—(ak) Smoke Detector: A device or combination of devices which operate from a power supply in the dwelling unit or at the point of installation for the purpose of detecting visible or invisible particles of combustion. Such term shall include smoke detectors approved or listed for the purpose for which they are intended by an approved independent testing laboratory.~~
- ~~(al) Solicit or Solicitation: To command, authorize, urge, incite, request or advise another to commit a crime.~~
- ~~—(am) State: The state of Kansas.~~
- ~~(an) Stolen Property: Property over which control has been obtained by theft.~~
- ~~—(ao) Tattooing: The process by which the skin is marked or colored by insertion of nontoxic dyes or pigments into or under the subcutaneous portion of the skin so as to form indelible marks for cosmetic or figurative purposes.~~
- ~~—(ap) Telefacsimile Communication: The use of electronic equipment to send or transmit a copy of a document via telephone line.~~
- ~~(aq) Threat: A communicated intent to inflict physical or other harm on any person or on property.~~
- ~~—(ar) Throwing Star: Any instrument, without handles, consisting of a metal plate having three (3) or more radiating points with one or more sharp edges and designed in the shape of a polygon, trefoil, cross, star, diamond or other geometric shape, manufactured for use as a weapon for throwing.~~
- ~~—(as) Toxic Vapors: The following substances or products containing such~~

~~substances:~~

- ~~(1) Alcohols, including methyl, isopropyl, propyl or butyl;~~
- ~~(2) Aliphatic acetates, including ethyl, methyl, propyl or methyl cellosolve acetate;~~
- ~~(3) Acetone;~~
- ~~(4) Benzene;~~
- ~~(5) Carbon Tetrachloride;~~
- ~~(6) Cyclohexane;~~
- ~~(7) Freons, including Freon 11 and Freon 12;~~
- ~~(8) Hexane;~~
- ~~(9) Methyl ethyl ketone;~~
- ~~(10) Methyl isobutyl ketone;~~
- ~~(11) Naptha;~~
- ~~(12) Perchlorethylene;~~
- ~~(13) Toluene;~~
- ~~(14) Trichloroethane; or~~
- ~~(15) Xylene.~~

~~(at) Written Instrument: Means any paper, document or other instrument containing written or printed matter or the equivalent thereof, used for the purpose of reciting, embodying, conveying or recording information, and any money, tokens, stamps, seal, badge, trademark or identification, which is capable of being used to the advantage or disadvantage of some person.~~

(K.S.A. 12-4113; 21-3110; K.S.A. 21-3413; K.S.A. Supp. 21-3761; K.S.A. 21-3830; K.S.A. 32-1102; K.S.A. 41-102; K.S.A. 41-2701; K.S.A. 82a-802, as amended; K.S.A. Supp. 21-3110; Code 2003, Code 2005, Code 2015, Code 2021)

- 11-102. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Haysville, Kansas, that certain code known as the "Uniform Public Offense Code," Edition of ~~2019~~2020 prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, with additions. No fewer then one (1) copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. ~~1065~~____, Chapter 11-102" and to which shall be attached a copy of the approved ordinance and all of which shall be filed with the city clerk to be open to inspection and available to the public at all reasonable hours. For purposes of notice of violation of provisions set forth within the Uniform Public Offense Code, violations shall be cited to the applicable ordinance and the specific section(s) included within the Uniform Public Offense Code. Additions and/or Amendments to the Uniform Public Offense Code are set forth within this Chapter and shall be cited as provided within this Chapter. A copy of this Chapter shall be affixed to the Official Copy of the Uniform Public Offense Code.

(Ord. 719, Ord. 822; Code 2003, Code 2005, Code 2006; Code 2007; Code 2008, Code 2009, Code 2010; Ord. 966; Ord. 971; Ord. 983; Code 2012; Ord. 996, Code 2013; Ord. 1018, Code 2015; Ord. 1037, Code 2016; Ord. 1048, Code 2018; Ord. 1056,

Code 2019; Ord. 1065, Code 2020; Ord. _____, Code 2021)

|



36th Edition

Uniform Public Offense Code
For Kansas Cities

Published in 2020
Edited By Amanda Stanley
General Counsel

Ordinance Incorporated by Reference
Under the Provisions of K.S.A. 12-3009 through
12-3012, and K.S.A. 12-3301 and 12-3302

by Ordinance No. _____

City of _____, Kansas

36th Edition

**Uniform Public Offense Code
For Kansas Cities**

**Published in 2020
Edited By Amanda L. Stanley
General Counsel**

UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES

The League of Kansas Municipalities has published the *Uniform Public Offense Code* since 1980. The *Uniform Public Offense Code* is designed to provide a comprehensive public offense ordinance for Kansas cities. It does not take effect in a city until the governing body has passed and published an ordinance incorporating it by reference under the authority of and by the procedure prescribed by K.S.A. 12-3009 through 12-3012 and K.S.A. 12-3301 and 12-3302. All citations refer to the Kansas Statutes in effect 7/1/2020 unless otherwise noted.

It is not necessary to publish the *Uniform Public Offense Code* in a newspaper if it is properly incorporated by reference. It is only necessary to publish the incorporating ordinance. The incorporating ordinance may delete articles or sections that the governing body considers unnecessary. The incorporating ordinance may also change sections. The League advises, however, that cities changing sections with a statutory citation should exercise care to ensure the changes do not conflict with state law.

The *Uniform Public Offense Code*, in large part, parallels the state criminal code. Additional provisions for local regulations, if any, may be included in the incorporating ordinance. Previous ordinances relating to public offenses in conflict with provisions of the *Uniform Public Offense Code* and ordinances incorporating earlier editions of the *Uniform Public Offense Code* should be repealed by the incorporating ordinance.

There must be at least one official copy of the *Uniform Public Offense Code* on file with the city clerk. Enforcing officers should also have copies. The blanks on the first page should be filled in on all copies.

There are several blank pages at the end of this book. Newspaper clippings of the incorporating ordinance and subsequent ordinances on public offenses may be pasted on these pages. Extra copies of the newspaper should be procured, or reprints made so that copies may be pasted in all copies of the *Uniform Public Offense Code*.

A listing of changes made to the *Uniform Public Offense Code* for 2020 can be found on page 154 of this edition.

Table of Contents

	Page
Article 1. General Provisions.....	6
Article 2. Anticipatory Offenses.....	26
Article 3. Offenses Against Persons.....	27
Article 4. Sex Offenses	41
Article 5. Offenses Affecting Children	44
Article 6. Offenses Against Property	53
Article 7. Offenses Affecting Governmental Functions	81
Article 7A. Crimes Affecting Public Trust.....	91
Article 8. Crimes Involving Violation of Personal Rights.....	94
Article 9. Offenses Against Public Peace.....	96
Article 10. Offenses Against Public Safety.....	106
Article 11. Offenses Against Public Morals	126
Article 12. Violations, Penalties.....	146
Article 13. Miscellaneous	147
Index.....	148
Changes in UPOC for 2020.....	154

Article 1. General Provisions

Sec. 1.1 Definitions. The following definitions shall apply when the words and phrases defined are used in this code, except when a particular context clearly requires a different meaning.

Act. Includes a failure or omission to take action. (K.S.A. 21-5111(a))

Advance Voting Site. The central county election office or satellite advance voting sites designated as such pursuant to subsection (c) of K.S.A. 25-1122, and amendments thereto, and adult care homes and hospital based care units at the time of an election participating in the voting procedures prescribed in K.S.A. 25-2812. (K.S.A. 25-2430(b))

Air Gun or Air Rifle. Any device whether or not in the shape and form commonly associated with the terms pistol, sidearm, small arm, rifle, shotgun, or any other type of gun designed to forcibly expel from an opening therein any pellet or BB shot, and whether operating from and upon compressed air or mechanical or elastic spring work or otherwise. (K.S.A. 72-6181(i))

Alcohol Concentration. The number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath. (K.S.A. 8-1013(a))

Alcohol Without Liquid Machine. A device designed or marketed for the purpose of mixing alcohol with oxygen or another gas to produce a mist for inhalation for recreational purposes. (K.S.A. 21-6321(c))

Alcoholic Liquor. Alcohol, spirits, wine, beer, alcoholic candy and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed by a human being, but shall not include any cereal malt beverage. (K.S.A. 41-102(c))

Animal. Every living vertebrate except a human being. (K.S.A. 21-6411(a))

Animal Shelter. The same as such term is defined in K.S.A. 47-1701, and amendments thereto. (K.S.A. 21-6412(i)(1))

Another. A person or persons as defined in this code other than the person whose act is claimed to be an offense. (K.S.A. 21-5111(b))

Auction Motor Vehicle Dealer. Any person who for commission, money or other thing of value is engaged in an auction of motor vehicles except that the sales of such motor vehicles shall involve only motor vehicles owned by licensed motor vehicle dealers and sold to licensed motor vehicle dealers, except that any auction motor vehicle dealer, registered as such and lawfully operating prior to June 30, 1980, shall be deemed to be and have been properly licensed under this act from and after July 1, 1980. For the purposes of this subsection, an auction is a private sale of motor vehicles where any and all licensed motor vehicle dealers who choose to do so are permitted to attend and offer bids and the private sale of such motor vehicles is to the highest bidder. (K.S.A. 8-2401(bb))

Audiovisual Recording Function. The capability of a device to record or transmit a motion picture or any part thereof by means of any technology now known or later developed. (K.S.A. 51-301(d)(1))

Beer. A beverage, containing more than 3.2% alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water and includes beer, ale, stout, lager beer, porter and similar beverages having such alcoholic content. (K.S.A. 41-102(d))

Body Piercing. Puncturing the skin of a person by aid of needles designed or used to puncture the skin for the purpose of inserting removable jewelry through the human body, except puncturing the external part of the human earlobe shall not be included in this definition. (K.S.A. 65-1940)

Cannabidiol Treatment Preparation. An oil containing cannabidiol (other trade name: 2-[(3-methyl-6-(1-methylethenyl)-2-cyclohexen-1-yl]-5-pentyl-1,3-benzenediol)) and tetrahydrocannabinol, as described in K.S.A. 65-4105, and amendments thereto, and having a tetrahydrocannabinol concentration of on more than 5% relative to the cannabidiol concentration in the preparation, verified through testing by a third-party, independent laboratory. (K.S.A. 65-4101(aa)(3))

Cardholder. The person or entity to whom or for whose benefit a financial card is issued. (K.S.A 21-5828(c)(2))

Caterer. An individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit, selling alcoholic liquor in accordance with the terms of such permit. (K.S.A. 41-2601(c))

Cereal Malt Beverage. Any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute or any flavored malt beverage, as defined in K.S.A. 41-2729, and amendments thereto, but does not include any such liquor which is more than 3.2% alcohol by weight. (K.S.A 41-2701(a))

Cigarette. Any roll for smoking, made wholly or in part of tobacco, irrespective of size or shape, and irrespective of tobacco being flavored, adulterated or mixed with any other ingredient if the wrapper is in greater part made of any material except tobacco. (K.S.A. 79-3301(d))

City or This City. All land and water either within or outside the boundary of the city over which the city has either exclusive or concurrent jurisdiction, and the air space above such land and water.

City or County Correctional Officer or Employee. Any correctional officer or employee of the city or county or any independent contractor, or any employee of such contractor, working at a city holding facility or county jail facility. (K.S.A 21-5413(h)(4))

Club. Class A or Class B club. (K.S.A. 41-2601(a))

Class A Club. A premise which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the director, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members) and their families and guests accompanying them. (K.S.A. 41-2601(e))

Class B Club. A premise operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment. (K.S.A. 41-2601(f))

Conduct. An act or series of acts, and the accompanying mental state. (K.S.A. 21-5111(c))

Controlled Substance. Any drug or substance included in the Uniform Controlled Substances Act found in Chapter 21 of the Kansas Statutes Annotated, and amendments thereto.

Conviction. A judgment of guilt entered upon a plea of guilt. (K.S.A. 21-5111(d))

Cosmetic Tattooing. The process by which the skin is marked or colored by insertion of nontoxic dyes or pigments into or under the subcutaneous portion of the skin, by use of a needle, so as to form indelible marks for cosmetic or figurative purposes. (K.S.A. 65-1940(l))

Court Appointed Guardian. One who is appointed by a court and has legal authority and duty to care for another person, especially because of the other's infancy, incapacity or disability. (K.S.A. 65-1940(n))

Debilitating Medical Condition. A medically diagnosed chronic disease or medical condition causing a serious impairment of strength or ability to function, including one that produces seizures, for which the patient is under current and active treatment by a physician licensed to practice medicine and surgery in Kansas. (K.S.A. 21-5706(b)(2))

Deception. Knowingly creating or reinforcing a false impression, including false impressions as to law, value, intention or other state of mind. Deception as to a person's intention to perform a promise shall not be inferred from the fact alone that such person did not subsequently perform the promise. Falsity as to matters having no pecuniary significance, or puffing by statements unlikely to deceive reasonable persons, is not deception. (K.S.A. 21-5111(e))

Deprive Permanently.

- (a) Take from the owner the possession, use or benefit of property, without an intent to restore the same;
- (b) Retain property without intent to restore the same or with intent to restore it to the owner only if the owner purchases or leases it back, or pays a reward or other compensation for its return; or
- (c) Sell, give, pledge or otherwise dispose of any interest in property or subject it to the claim of a person other than the owner. (K.S.A. 21-5111(f))

Distribute. The actual or constructive transfer from one person to another of some item whether or not there is an agency relationship. **Distribute** includes, but is not limited to, sale, offer for sale, furnishing, buying for, delivering, giving, or any act that causes or is intended to cause some item to be transferred from one person to another. **Distribute** does not include acts of administering, dispensing or prescribing a controlled substance as authorized by the pharmacy act of the state of Kansas, the uniform controlled substances act, or otherwise authorized by law. (K.S.A. 21-5111(g))

Domestic Pet. Any domesticated animal which is kept for pleasure rather than utility. (K.S.A. 21-6411(e))

Drinking Establishment. Premises which may be open to the general public, where alcoholic liquor by the individual drink is sold. **Drinking establishment** includes a railway car. (K.S.A. 41-2601(n))

Dwelling. A building or portion thereof, a tent, a vehicle, or other enclosed space which is used or intended for use as a human habitation, home or residence. (K.S.A. 21-5111(k))

Dwelling Unit. A single-family residence, multiple-family residence and each living unit in a mixed-use building. (K.S.A. 21-5111(k))

Electronic Cigarette. A battery-powered device, whether or not such device is shaped like a cigarette, that can provide inhaled doses of nicotine by delivering a vaporized solution by means of cartridges or other chemical delivery systems. (K.S.A. 79-3301(m))

Equine. A horse, pony, mule, jenny, donkey or hinny. (K.S.A. 21-6412(i)(2))

Explosives. Any chemical compound, mixture or device, of which the primary purpose is to function by explosion, and includes, but is not limited to, dynamite and other high explosives, black powder, pellet powder, initiating explosives, detonators, safety fuses, squibs, detonating cord, igniter cord and igniters. (K.S.A. 21-6312(e))

Farm Animal. An animal raised on a farm or ranch and used or intended for use as food or fiber. (K.S.A. 21-6411(b))

Federal Law Enforcement Officer. A law enforcement officer employed by the United States federal government who, as part of such officer's duties, is permitted to make arrests and to be armed. (K.S.A. 21-5413(h)(11))

Fighting Words. Words that by their very utterance inflict injury or tend to incite the listener to an immediate breach of the peace. (K.S.A. 21-6203(c))

Financial Card. An identification card, plate, instrument, device or number issued by a business organization authorizing the cardholder to purchase, lease or otherwise obtain money, goods, property or services or to conduct other financial transactions. (K.S.A. 21-5828(c)(1))

Firearm. Any weapon designed or having the capacity to propel a projectile by force of an explosion or combustion. (K.S.A.21-5111(m))

Fire Department. A public fire department under the control of the governing body of a city, township, county, fire district or benefit district or a private fire department operated by a nonprofit corporation providing fire protection services for a city, township, county, fire district or benefit district under contract with the governing body of the city, township, county or district.

Fish. As a verb, means take, in any manner, any fish.

Funeral. The ceremonies, processions, and memorial services held in connection with the burial or cremation of a person. (K.S.A. 21-6106(c)(1))

Furbearing Animal. Any badger, beaver, bobcat, grey fox, lynx, marten, mink, muskrat, opossum, otter, raccoon, red fox, spotted skunk, striped skunk, swift fox or weasel. (K.S.A. 32-701(e))

Furharvest.

- (a) Take, in any manner, any furbearing animal; or
- (b) Trap or attempt to trap any coyote.

(K.S.A. 32-701(f))

Game Animal. Any big game animal, wild turkey or small game animal. (K.S.A. 32-701(g))

Gamecock. A domesticated fowl that is bred, reared or trained for the purpose of fighting with other fowl. (K.S.A. 21-6417(e))

Health Care Facility. Any licensed medical care facility, certificated health maintenance organization, licensed mental health center, or mental health clinic, licensed psychiatric hospital or other facility or office where services of a health care provider are provided directly to patients. (K.S.A. 21-5808(c)(1))

Health Care Provider. Any person:

- (a) Licensed to practice a branch of the healing arts;
- (b) Licensed to practice psychology;
- (c) Licensed to practice professional or practical nursing;
- (d) Licensed to practice dentistry;
- (e) Licensed to practice optometry;
- (f) Licensed to practice pharmacy;
- (g) Registered to practice podiatry;
- (h) Licensed as a social worker; or
- (i) Registered to practice physical therapy

(K.S.A. 21-5808(c)(2))

Hunt.

- (a) Take, in any manner, any wildlife other than a fish, bullfrog, furbearing animal or coyote; or
- (b) Take, in any manner other than by trapping, any coyote. (K.S.A. 32-701(i))

Intent to Defraud. An intention to deceive another person, and to induce such other person, in reliance upon such deception, to assume, create, transfer, alter or terminate a right, obligation or power with reference to property. (K.S.A. 21-5111(o))

Juvenile Detention Facility Officer or Employee. Any officer or employee of a juvenile detention facility as defined in K.S.A. 38-2302, and amendments thereto.

Law Enforcement Officer.

- (a) Any person who by virtue of such person's office or public employment is vested by law with a duty to maintain public order or to make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses.
- (b) Any university police officer or campus police officer, as defined in K.S.A. 22-2401a, and amendments thereto.

(K.S.A. 21-5111(p))

Maliciously. A state of mind characterized by actual evil-mindedness or specific intent to do a harmful act without a reasonable justification or excuse.

Motion Picture Theater. A movie theater, screening room or other venue when used primarily for the exhibition of a motion picture. (K.S.A. 51-301(d)(2))

Motorboat. Any vessel propelled by machinery, whether or not such machinery is the principal source of propulsion. (K.S.A. 32-1102(b))

Motor Vehicle. Every vehicle, other than a motorized bicycle or a motorized wheelchair, which is self-propelled.

Needle. A sharp, pointed implement used for the purpose of tattooing, cosmetic tattooing or body piercing. The term **needle** does not include any implements or object altered to be used as needles. (K.S.A. 65-1948(o))

Nonferrous Metal. A metal that does not contain iron or steel. (K.S.A. 50-6,109(b)(5))

Obtain. To bring about a transfer of interest in or possession of property, whether to the offender or to another. (K.S.A. 21-5111(a))

Obtains or Exerts Control Over Property. Includes but is not limited to, the taking, carrying away, sale, conveyance, transfer of title to, interest in, or possession of property. (K.S.A. 21-5111(r))

Ordinance Cigarette or Tobacco Infraction. A violation of an ordinance that proscribes the same behavior as proscribed by subsection (m) or (n) of K.S.A. 79-3321 and amendments thereto.

Owner. A person who has any interest in property. (K.S.A. 21-5111(s))

Paint Ball Gun. Any device whether or not in the shape and form commonly associated with the terms pistol, sidearm, small arm, rifle, shotgun, or any other type of gun designed to forcibly expel from an opening therein any paint ball, and whether operating from and upon compressed air or mechanical or elastic springwork or otherwise.

Person. An individual, public or private corporation, government, partnership or unincorporated association. (K.S.A. 21-5111(t))

Personal Property. Goods, chattels, effects, evidences of rights in action and all written instruments by which any pecuniary obligation, or any right or title to property, real or personal, shall be created, acknowledged, assigned, transferred, increased, defeated, discharged, or dismissed. (K.S.A. 21-5111(u))

Police Dog. Any dog which is owned, or the service of which is employed, by a law enforcement agency for the principal purpose of aiding in the detection of criminal activity, enforcement of laws or apprehension of offenders.

Possession. Having joint or exclusive control over an item with knowledge of or intent to have such control or knowingly keeping some item in a place where the person has some measure of access and right of control. (K.S.A. 21-5111(v))

Private Place. A place where one may reasonably expect to be safe from uninvited intrusion or surveillance. (K.S.A. 21-6101(f))

Property. Anything of value, tangible or intangible, real or personal. (K.S.A. 21-5111(w))

Prosecution. All legal proceedings by which a person's liability for an offense is determined. (K.S.A. 21-5111(x))

Public Demonstration.

- (a) Any picketing or similar conduct; or
- (b) Any oration, speech, use of sound amplification equipment or device, or similar conduct that is not part of a funeral. (K.S.A. 21-6106(c)(2))

Public Employee. A person employed by or acting for the city for the purpose of exercising the city's respective power and performing their respective duties and who is not a public officer. (K.S.A. 21-5111(z))

Public Offense or Offense. An act or omission defined by this code which, upon conviction, is punishable by fine, confinement or both fine and confinement.

Public Officer. Includes the following, whether elected or appointed.

- (a) An executive or administrative officer of the city;
- (b) A member of the governing body of the city;
- (c) A judicial officer, which shall include a judge, municipal judge, magistrate, juror, master or any other person appointed by a judge or court to hear or determine a cause of controversy;
- (d) A hearing officer, which shall include any person authorized by law or private agreement, to hear or determine a cause or controversy and who is not a judicial officer;
- (e) A law enforcement officer; and
- (f) Any other person exercising the functions of a public officer under color of right.

(K.S.A. 21-5111(aa))

Railroad Property. Includes, but is not limited to, any train, locomotive, railroad car, caboose, rail-mounted work equipment, rolling stock, work equipment, safety device, switch, electronic signal, microwave communication equipment, connection, railroad track, rail, bridge, trestle, right-of-way or other property that is owned, leased, operated or possessed by a railroad company. (K.S.A. 21-5809(e))

Real Property or Real Estate. Every estate, interest and right in lands, tenements and hereditaments. (K.S.A. 21-5111(bb))

Rebuilder. A person who is engaged in the business of rebuilding salvage vehicles, as defined in K.S.A. 8-196, and amendments thereto, and selling such rebuilt salvage vehicles. (K.S.A. 8-2401(oo))

Retail Dealer. A person, other than a vending machine operator, in possession of cigarettes or electronic cigarettes for the purpose of sale to a consumer. (K.S.A. 79-3301(v))

Runaway. A child under 18 years of age who is voluntarily absent from:

- (a) The child's home without the consent of the child's parent or other custodian; or
- (b) A court ordered or designated placement, or a placement pursuant to court order, if the absence is without the consent of the person with whom the child is placed or, if the child is placed in a facility, without the consent of the person in charge of such facility or such person's designee.

(K.S.A. 21-5603(d))

Sail Board. A surfboard using for propulsion a free sail system comprising one or more swivel-mounted rigs (mast, sail and booms) supported in an upright position by the crew and the wind. (K.S.A. 32-1102(p))

Sailboat. Any vessel, other than a sail board, that is designed to be propelled by wind action upon a sail for navigation on the water. (K.S.A. 32-1102(s))

Salvage Vehicle Dealer. Any person engaged in the business of buying, selling or exchanging used vehicles and primarily engaged in the business of the distribution at wholesale or retail of used motor vehicle parts and includes establishments primarily engaged in dismantling motor vehicles for the purpose of selling parts. (K.S.A. 8-2401(y))

Salvage Vehicle Pool. Any person who as an agent for a third party is primarily engaged in the business of storing, displaying and offering for sale salvage vehicles. (K.S.A. 8-2401(hh))

Sample. Cigarettes or tobacco products distributed to members of the general public at no cost for purposes of promoting the product. (K.S.A. 79-3301(x))

School Employee. Any employee of a unified school district or an accredited nonpublic school for student instruction or attendance or extracurricular activities of pupils enrolled in kindergarten or any of the grades one through 12. (K.S.A. 21-5413(h)(5))

Scrap Metal Recycler. A person who engages in the business of shredding or otherwise processing nonrepairable vehicles or other scrap metal into prepared grades and whose principal product is scrap iron, scrap steel or nonferrous metallic scrap for sale for remelting purposes. (K.S.A. 8-2401(mm))

Sexual Intercourse. Any penetration of the female sex organ by a finger, the male sex organ or any object. Any penetration, however slight, is sufficient to constitute sexual intercourse. **Sexual Intercourse** does not include penetration of the female sex organ by a finger or object in the course of the performance of:

- (a) Generally recognized health care practices; or
- (b) A body cavity search conducted in accordance with K.S.A. 22-2520 through 22-2524, and amendments thereto.

(K.S.A. 21-5501(a))

Smoke Detector. A device or combination of devices which operate from a power supply in the dwelling unit or at the point of installation for the purpose of detecting visible or invisible particles of combustion. Such term shall include smoke detectors approved or listed for the purpose for which they are intended by an approved independent testing laboratory. (K.S.A. 31-161(b))

Smoking; Definitions.

- (a) **Access Point** means the area within a 10 foot radius outside of any doorway, open window or air intake leading into a building or facility that is not exempted pursuant to subsection (d) of section 10.24.
- (b) **Bar** means any indoor area that is operated and licensed for the sale and service of alcoholic beverages, including alcoholic liquor as defined in K.S.A. 41-102, and amendments thereto, or cereal malt beverages as defined in K.S.A. 41-2701, and amendments thereto, for on premises consumption.
- (c) **Employee** means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers their services for a nonprofit entity.

- (d) **Employer** means any person, partnership, corporation, association or organization, including municipal or nonprofit entities, which employs one or more individual persons.
- (e) **Enclosed Area** means all space between a floor and ceiling which is enclosed on all sides by solid walls, windows or doorways which extend from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid or similar structures. For purposes of this section, the following shall not be considered an enclosed area:
 - (1) Rooms or areas, enclosed by walls, windows or doorways, having neither a ceiling nor a roof and which are completely open to the elements and weather at all times; and
 - (2) Rooms or areas, enclosed by walls, fences, windows or doorways and a roof or ceiling, having openings that are permanently open to the elements and weather and which comprise an area that is at least 30% of the total perimeter wall area of such room or area.
- (f) **Food Service Establishment** means any place in which food is served or is prepared for sale or service on the premises. Such term shall include, but not be limited to, fixed or mobile restaurants, coffee shops, cafeterias, short-order cafes, luncheonettes, grills, tea rooms, sandwich shops, soda fountains, taverns, private clubs, roadside kitchens, commissaries and any other private, public or nonprofit organization or institution routinely serving food and any other eating or drinking establishment or operation where food is served or provided for the public with or without charge.
- (g) **Gaming Floor** means the area of a lottery gaming facility or racetrack gaming facility, as those terms are defined in K.S.A. 74-8702, and amendments thereto, where patrons engage in Class III gaming. The gaming floor shall not include any areas used for accounting, maintenance, surveillance, security, administrative offices, storage, cash or cash counting, records, food service, lodging or entertainment, except that the gaming floor may include a bar where alcoholic beverages are served so long as the bar is located entirely within the area where Class III gaming is conducted.
- (h) **Medical Care Facility** means a physician's office, general hospital, special hospital, ambulatory

surgery center or recuperation center, as defined by K.S.A. 65-425, and amendments thereto.

- (i) **Outdoor Recreational Facility** means a hunting, fishing, shooting or golf club, business or enterprise operated primarily for the benefit of its owners, members and their guests and not normally open to the general public.
- (j) **Place of Employment** means any enclosed area under the control of a public or private employer, including, but not limited to, work areas, auditoriums, elevators, private offices, employee lounges and restrooms, conference and meeting rooms, classrooms, employee cafeterias, stairwells and hallways, that is used by employees during the course of employment. For purposes of this section, a private residence shall not be considered a place of employment unless such residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto.
- (k) **Private Club** means an outdoor recreational facility operated primarily for the use of its owners, members and their guests that in its ordinary course of business is not open to the general public for which use of its facilities has substantial dues or membership fee requirements for its members.
- (l) **Public Building** means any building owned or operated by:
 - (1) The state, including any branch, department, agency, bureau, commission, authority or other instrumentality thereof;
 - (2) Any county, city, township, other political subdivision, including any commission, authority, agency or instrumentality thereof; or
 - (3) Any other separate corporate instrumentality or unit of the state or any municipality.
- (m) **Public Meeting** means any meeting open to the public pursuant to K.S.A. 75-4317 et seq., and amendments thereto, or any other law of this state.
- (n) **Public Place** means any enclosed areas open to the public or used by the general public including, but not limited to: Banks, bars, food service establishments, retail service establishments, retail stores, public means of mass transportation, passenger elevators, health care institutions or any other place where health care services are provided to the public, medical care facilities, educational facilities, libraries, courtrooms, public buildings, restrooms, grocery stores, school buses, museums, theaters,

auditoriums, arenas and recreational facilities. For purposes of this section, a private residence shall not be considered a public place unless such residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto.

- (o) **Smoking** means possession of a lighted cigarette, cigar, pipe or burning tobacco in any other form or device designed for the use of tobacco.
- (p) **Tobacco Shop** means any indoor area operated primarily for the retail sale of tobacco, tobacco products or smoking devices or accessories, and which derives not less than 65% of its gross receipts from the sale of tobacco.
- (q) **Substantial Dues or Membership Fee Requirements** means initiation costs, dues or fees proportional to the cost of membership in similarly situated outdoor recreational facilities that are not considered nominal and implemented to otherwise avoid or evade restrictions of a statewide ban on smoking.

(K.S.A. 21-6109)

Sodomy. Oral contact or oral penetration of the female genitalia or oral contact of the male genitalia; anal penetration, however slight, of a male or female by any body part or object; or oral or anal copulation or sexual intercourse between a person and an animal. **Sodomy** does not include penetration of the anal opening by a finger or object in the course of the performance of:

- (a) Generally recognized health care practices; or
- (b) A body cavity search conducted in accordance with K.S.A. 22-2520 through 22-2524, and amendments thereto.

(K.S.A. 21-5501(b))

Solicit or Solicitation. To command, authorize, urge, incite, request or advise another to commit an offense. (K.S.A. 21-5111(cc))

State of Nudity. Any state of undress in which the human genitals, pubic region, buttock or female breast, at a point below the top of the areola, is less than completely and opaquely covered. (K.S.A. 21-5611(g)(2))

State or This State. Means the state of Kansas and all land and water in respect to which the state of Kansas has either exclusive or concurrent jurisdiction or the air space above such land and water. (K.S.A. 21-5111(dd))

State Correctional Officer or Employee. Any officer or employee of the Kansas department of corrections or any independent contractor, or any employee of such contractor, working at a correctional institution. (K.S.A. 21-5413(n)(2))

Spirits. Any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances. (K.S.A. 41-102(hh))

Spouse. A lawful husband or wife, unless the couple is living apart in separate residences or either spouse has filed an action for annulment, separate maintenance or divorce or for relief under the protection from abuse act. (K.S.A. 21-5501(c))

Stolen Property. Property over which control has been obtained by theft. (K.S.A. 21-5111(ee))

Tattooing. The process by which the skin is marked or colored by insertion of nontoxic dyes or pigments by use of a needle into or under the subcutaneous portion of the skin so as to form indelible marks for cosmetic or figurative purposes. (K.S.A. 65-1040(i))

Telecommunications Device. Includes telephones, cellular telephones, telefacsimile machines and any other electronic device which makes use of an electronic communication service, as defined in K.S.A. 22-2514, and amendments thereto. (K.S.A. 21-6206(d))

Telefacsimile Communication. The use of electronic equipment to send or transmit a copy of a document via telephone line.

Temporary Permit. A temporary permit issued pursuant to K.S.A. 41-2645, and amendments thereto. (K.S.A. 41-102(jj))

Threat. A communicated intent to inflict physical or other harm on any person or on property. (K.S.A. 21-5111(ff))

Throwing Star. Any instrument, without handles, consisting of a metal plate having three or more radiating points with one or more sharp edges and designed in the shape of a polygon, trefoil, cross, star, diamond, or other geometric shape, manufactured for use as a weapon for throwing. (K.S.A. 21-6301(m)(4))

Tobacco Products. Cigars, cheroots, stogies, periques; granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco; snuff, snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco, and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or both for chewing and smoking. Tobacco products do not include cigarettes. (K.S.A. 79-3301(bb))

Toxic Vapors. The following substances or products containing such substances:

- (a) Alcohols, including methyl, isopropyl, propyl, or butyl;
- (b) Aliphatic acetates, including ethyl, methyl, propyl, or methyl cellosolve acetate;
- (c) Acetone;
- (d) Benzene;
- (e) Carbon tetrachloride;
- (f) Cyclohexane;
- (g) Freons, including freon 11, freon 12, and other halogenated hydrocarbons;
- (h) Hexane;
- (i) Methyl ethyl ketone;
- (j) Methyl isobutyl ketone;
- (k) Naptha;
- (l) Perchlorethylene;
- (m) Toluene;
- (n) Trichloroethane; or
- (o) Xylene.

(K.S.A. 21-5712(e))

Transmission. Any form of communication, including, but not limited to, physical transmission of paper and electronic transmission that creates a record that may be retained and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process. Transmission also includes a request to receive a transmission of a visual depiction; (K.S.A. 21-5611(g)(3))

Unlawful Sexual Act. Any lewd and lascivious behavior or sexual battery as defined in this code. (K.S.A. 21-5501(d))

Vehicle Crusher. Any person, other than a vehicle recycler or a scrap metal recycler, who engages in the business of flattening, crushing or otherwise processing nonrepairable vehicles for recycling. Vehicle crushers include, but are not limited to, persons who use fixed or mobile equipment to flatten or crush nonrepairable vehicles for a vehicle recycler or a scrap metal recycler. (K.S.A. 8-2401(kk))

Vehicle Dealer. Any person who:

- (a) For commission, money or other thing of value is engaged in the business of buying, selling or offering or attempting to negotiate a sale of an interest in vehicles; or
- (b) For commission, money or other thing of value is engaged in the business of buying, selling or offering or attempting to negotiate a sale of an interest in motor vehicles as an auction motor vehicle dealer as defined below; but does not include:
 - (1) Receivers, trustees, administrators, executors, guardians, or other persons appointed by or acting under the judgment or order of any court, or any bank, trustee or lending company or institution which is subject to state or federal regulations as such, with regard to its disposition of repossessed vehicles;
 - (2) Public officers while performing their official duties;
 - (3) Employees of persons enumerated provisions (1) and (2), when engaged in the specific performance of their duties as such employees;
 - (4) Auctioneers conducting auctions for persons enumerated in provisions (1), (2), or (3); or
 - (5) Auctioneers who, while engaged in conducting an auction of tangible person property for others, offer for sale:
 - (A) Vehicles which have been used primarily in a farm or business operation by the owner offering the vehicle for sale, including all vehicles which qualified for a farm vehicle tag at the time of sale except vehicles owned by a business engaged primarily in the business of leasing or renting passenger cars;

- (B) Vehicles which meet the statutory definition of antique vehicles; or
- (C) Vehicles for no more than four principals or households per auction. All sales of vehicles exempted pursuant to provision (5), except truck, truck tractors, pole trailers, trailers and semitrailers as defined by K.S.A. 8-126, and amendments thereto, shall be registered in Kansas prior to the sale. (K.S.A. 8-2401(a))

Vehicle Recycler. A person who engages in the business of acquiring, dismantling, removing parts from or destroying nonrepairable vehicles for the primary purpose of reselling the vehicle parts. (K.S.A. 8-2401(11))

Vessel. Any watercraft designed to be propelled by machinery, oars, paddles or wind action upon a sail for navigation on the water. (K.S.A. 32-1102)

Visual Depiction. Any photograph, film, video picture, digital or computer-generated image or picture made or produced by electronic, mechanical or other means. (K.S.A. 21-5611(g)(4))

Wildlife. Any member of the animal kingdom, including, without limitation, any mammal, fish, bird, amphibian, reptile, mollusk, crustacean, arthropod or other invertebrate, and includes any part, product, egg or offspring thereof, or the dead body or parts thereof. Wildlife does not include agricultural livestock (cattle, swine, sheep, goats, horses, mules and other equines) and poultry (domestic chickens, turkeys and guinea fowl). (K.S.A. 32-701(u))

Wine. Any alcoholic beverage obtained by the normal alcoholic fermentation of the juice of sound, ripe grapes, fruits, berries or other agricultural products, including such beverages containing added alcohol or spirits or containing sugar added for the purpose of correcting natural deficiencies. (K.S.A. 41-102(kk))

Written Instrument. Any paper, document or other instrument containing written or printed matter or the equivalent thereof, used for purposes of reciting, embodying, conveying or recording information, and any money, tokens, stamp, seal, badge, trademark, or other evidence or symbol of value, right, privilege

or identification, which is capable of being used to the advantage or disadvantage of some person. (K.S.A. 21-5111(gg))

Sec. 1.2 Liability for Offenses of Another.

- (a) A person is criminally responsible for an offense committed by another if such person, acting with the mental culpability required for the commission thereof, advises, hires, counsels or procures the other to commit the offense or intentionally aids the other in committing the conduct constituting the offense.
- (b) A person liable under subsection (a) is also liable for any other offense committed in pursuance of the intended offense if reasonably foreseeable by such person as a probable consequence of committing or attempting to commit the crime intended.
- (c) A person liable under this section may be charged with and convicted of the offense although the person alleged to have directly committed the act constituting the offense.
 - (1) Lacked criminal or legal capacity;
 - (2) Has not been convicted;
 - (3) Has been acquitted; or
 - (4) Has been convicted of some other degree of the offense or of some other offense based on the same act. (K.S.A. 21-5210)

Sec. 1.3. Corporations: Criminal Responsibility; Individual Liability.

- (a) **Corporations; Criminal Responsibility.**
 - (1) A corporation is criminally responsible for acts committed by its agents when acting within the scope of their authority.
 - (2) Agent means any director, officer, servant, employee or other person who is authorized to act on behalf of the corporation.
- (b) **Individual Liability for Corporate Offenses.**
 - (1) An individual who performs public offenses, or causes such acts to be performed, in the name of or on behalf of a corporation is legally responsible to the same extent as if such

acts were in the person's own name or on the person's own behalf.

- (2) An individual who has been convicted of an offense based on conduct performed by such individual for and on behalf of a corporation is subject to punishment as an individual upon conviction of such offense, although a lesser or different punishment is authorized for the corporation. (K.S.A. 21-5211;5212)

Article 2. Anticipatory Offenses

Sec. 2.1. Attempt.

- (a) An attempt is any overt act toward the perpetration of an offense done by a person who intends to commit such offense but fails in the perpetration thereof or is prevented or intercepted in executing such offense.
- (b) It shall not be a defense to a charge of attempt that the circumstances under which the act was performed, or the means employed or the act itself were such that the commission of the offense was not possible.
- (c) An attempt to commit a Class A violation is a Class B violation.
- (d) An attempt to commit a Class B or C violation is a Class C violation. (K.S.A. 21-5301)

Sec. 2.2. Conspiracy.

- (a) A conspiracy is an agreement with another person to commit an offense or to assist in committing an offense. No person may be convicted of a conspiracy unless an overt act in furtherance of such conspiracy is alleged and proved to have been committed by such person or by a co-conspirator.
- (b) It is immaterial to the criminal liability of a person charged with conspiracy that any other person with whom the defendant conspired lacked the actual intent to commit the underlying crime provided that the defendant believed the other person did have the actual intent to commit the underlying crime.
- (c) It shall be a defense to a charge of conspiracy that the accused voluntarily and in good faith withdrew from

the conspiracy, and communicated the fact of such withdrawal to one or more of the accused person's co-conspirators, before any overt act in furtherance of the conspiracy was committed by the accused or by a co-conspirator.

- (d) A conspiracy to commit a violation is a Class C violation. (K.S.A. 21-5302)

Article 3. Offenses Against Persons

Sec. 3.1. Battery.

- (a) Battery is:
 - (1) Knowingly or recklessly causing bodily harm to another person; or
 - (2) Knowingly causing physical contact with another person when done in a rude, insulting or angry manner.
- (b) Battery is a Class B violation. (K.S.A. 21-5413)

Sec. 3.1.1. Domestic Battery.

- (a) Domestic battery is:
 - (1) Knowingly or recklessly causing bodily harm to a person with whom the offender is involved or has been involved in a dating relationship or a family or household member; or
 - (2) Knowingly causing physical contact with a person with whom the offender is involved or has been involved in a dating relationship or a family or household member, when done in a rude, insulting or angry manner.
- (b) (1) Upon a first conviction of a violation of domestic battery, an offender shall be guilty of a Class B violation and sentenced to not less than 48 consecutive hours nor more than six months' imprisonment and fined not less than \$200, nor more than \$500 or in the court's discretion the court may enter an order which requires the offender to undergo a domestic violence offender assessment conducted by a certified

batterer intervention program and follow all recommendations made by such program;

- (2) If, within five years immediately preceding commission of the crime, an offender is convicted of a violation of domestic battery a second time, the offender shall be guilty of a Class A violation and sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$500 nor more than \$1,000. The five days' imprisonment mandated by this subsection may be served in a work release program only after such offender has served 48 consecutive hours' imprisonment, provided such work release program requires such offender to return to confinement at the end of each day in the work release program. The offender shall serve at least five consecutive days' imprisonment before the offender is granted probation, suspension or reduction of sentence or parole or is otherwise released. As a condition of any grant of probation, suspension of sentence or parole or of any other release, the offender shall be required to undergo a domestic violence offender assessment conducted by a certified batterer intervention program and follow all recommendations made by such program, unless otherwise ordered by the court or department of corrections; and
- (c) In determining the sentence to be imposed within the limits provided for a first, second, third or subsequent offense under this section, a court shall consider information presented to the court relating to any current or prior protective order issued against such person.
- (d) As used in this section:
 - (1) **Dating relationship** means a social relationship of a romantic nature. In addition to any other factors the court deems relevant, the trier of fact may consider the following when making a determination of whether a relationship exists or existed: Nature of the relationship, length of time the relationship existed, frequency of interaction between the parties and time since the termination of the relationship, if applicable;
 - (2) **Family or household member** means persons

18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have a child in common regardless of whether they have been married or who have lived together at any time. **Family or household member** also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time; and

(3) **Protective Order** means:

- (A) A protection from abuse order issued pursuant to K.S.A. 60-3105, 60-3106 or 60-3107, and amendments thereto;
- (B) A protective order issued by a court or tribunal of any state or Indian tribe that is consistent with the provisions of 18 U.S.C. § 2265;
- (C) A restraining order issued pursuant to K.S.A. 23-2707, 38-2243, 38-2244 or 38-2255, and amendments thereto, or K.S.A. 60-1607, prior to its transfer;
- (D) An order issued in this or any other state as a condition of pretrial release, diversion, probation, suspended sentence, postrelease supervision or at any other time during the criminal case or upon appeal that orders the person to refrain from having any direct or indirect contact with a family or household member;
- (E) An order issued in this or any other state as a condition of release after conviction or as a condition of a supersedeas bond pending disposition of an appeal, that orders the person to refrain from having any direct or indirect contact with another person; or
- (F) A protection from stalking order issued pursuant to K.S.A. 60-31a05 or 60-31a06, and amendments thereto.

(e) For the purpose of determining whether a conviction is a first or second conviction in sentencing under this section:

- (1) **Conviction** includes being convicted of a violation of this section or entering into a

diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section;

- (2) **Conviction** includes being convicted of a violation of a law of another state, or an ordinance of any city, or resolution of any county, which prohibits the acts that this section prohibits or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such law, ordinance or resolution;
 - (3) Only convictions occurring in the immediately preceding five years including prior to the effective date of this act shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided for a first or second offender, whichever is applicable; and
 - (4) It is irrelevant whether an offense occurred before or after conviction for a previous offense.
- (f) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section or an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits only twice during any five-year period. (K.S.A. 21-5414)

Sec. 3.2. Battery Against a Law Enforcement Officer.

- (a) Battery against a law enforcement officer is a battery, as defined in Section 3.1(a)(2) of this article, committed against a:
- (1) Uniformed or properly identified university or campus police officer while such officer is engaged in the performance of such officer's duty;
 - (2) Uniformed or properly identified state, county, or city law enforcement officer, other than a state correctional officer or employee, a city or county correctional officer or employee, or a juvenile detention facility officer, or employee, while such officer is engaged in the performance of such officer's duty;
 - (3) Uniformed or properly identified federal law enforcement officer while such officer is

engaged in the performance of such officer's duty;

- (4) Judge, while such judge is engaged in the performance of such judge's duty;
- (5) Attorney, while such attorney is engaged in the performance of such attorney's duty; or
- (6) Community corrections officer or court services officer, while such officer is engaged in the performance of such officer's duty.

(b) As used in this section:

- (1) **Judge** means a duly elected or appointed justice of the supreme court, judge of the court of appeals, judge of any district court of Kansas, district magistrate judge or municipal court judge;
- (2) **Attorney** means a (A) City attorney, assistant city attorney, city prosecutor, assistant city prosecutor, county attorney, assistant county attorney, special assistant county attorney, district attorney, assistant district attorney, special assistant district attorney, attorney general, assistant attorney general or special assistant attorney general; and (B) public defender, assistant public defender, contract counsel for the state board of indigents' defense services or an attorney who is appointed by the court to perform services for an indigent person as provided by article 45 of chapter 22 of the Kansas Statutes Annotated and amendments thereto;
- (3) **Community Corrections Officer** means an employee of a community correctional services program responsible for supervision of adults or juveniles as assigned by the court to community corrections supervision and any other employee of a community correctional services program that provides enhanced supervision of offenders such as house arrest and surveillance programs;
- (4) **Court Services Officer** means an employee of the Kansas judicial branch or local judicial district responsible for supervising, monitoring or writing reports relating to adults or juveniles as assigned by the court, or performing related duties as assigned by the court.

- (c) Battery against a law enforcement officer is a Class A violation. (K.S.A. 21-5413)

Sec. 3.2.1. Sexual Battery.

- (a) Sexual battery is the touching of a victim who is not the spouse of the offender, who is 16 or more years of age and who does not consent thereto, with the intent to arouse or satisfy the sexual desires of the offender or another.
- (b) Sexual battery is a Class A violation. (K.S.A. 21-5505)

{**Editor's note:** Municipal courts are not a court of record and therefore, a conviction for this section in municipal court will not subject the defendant to registering as a sexual offender pursuant to K.S.A. 22-4902(b)(5). See *State v. Adams*, No. 114,276, (Kan. App. August 26, 2016) Unpublished opinion.}

Sec. 3.2.2. Battery Against a School Employee.

- (a) Battery against a school employee is a battery, as defined in Section 3.1, committed against a school employee in or on any school property or grounds upon which is located a building or structure used by a unified school district or an accredited nonpublic school for student instruction or attendance or extracurricular activities of pupils enrolled in kindergarten or any of the grades one through 12 or at any regularly scheduled school sponsored activity or event, while such employee is engaged in the performance of such employee's duty.
- (b) Battery against a school employee is a Class A violation. (K.S.A. 21-5413)

Sec. 3.3. Assault and Assault of a Law Enforcement Officer.

- (a) Assault is knowingly placing another person in reasonable apprehension of immediate bodily harm.
- (b) Assault of a law enforcement officer is assault, as defined in subsection (a), committed against:
 - (1) A uniformed or properly identified state, county or city law enforcement officer while such officer

is engaged in the performance of such officer's duty;

- (2) A uniformed or properly identified university or campus police officer while such officer is engaged in the performance of such officer's duty; or
- (3) A uniformed or properly identified federal law enforcement officer as defined in K.S.A. . 21-5413, and amendments thereto, while such officer is engaged in the performance of such officer's duty.

(c) Assault is a Class C violation.

(d) Assault of a law enforcement officer is a Class A violation. (K.S.A. 21-5412)

Sec. 3.4. Unlawful Interference with an Emergency Medical Services Attendant.

(a) Unlawful interference with an emergency medical service provider is knowingly:

- (1) Interfering with any emergency medical service provider while engaged in the performance of such emergency medical service provider's duties; or
- (2) Obstructing, interfering with or impeding the efforts of any emergency medical service provider to reach the location of an emergency.

(b) Unlawful interference with an emergency medical service provider is a Class B person violation.

(c) As used in this section, "emergency medical service provider" means the same as in K.S.A. 65-6112, and amendments thereto.

(d) A person who violates the provisions of this section may also be prosecuted for, convicted of and punished for assault or battery (K.S.A. 21-6326)

Sec. 3.5. Unlawful Interference with Firefighter.

(a) Unlawful interference with a firefighter is knowingly:

- (1) Interfering with any firefighter while engaged in the performance of such firefighter's duties; or

- (2) Obstructing, interfering with or impeding the efforts of any firefighter to reach the location of a fire or other emergency.
- (b) Unlawful interference with a firefighter is a Class B person violation.
- (c) A person who violates the provisions of this section may also be prosecuted for, convicted of, and punished for assault or battery. (K.S.A. 21-6325)

Sec. 3.6. Unlawful Restraint.

- (a) Unlawful restraint is knowingly and without legal authority restraining another person so as to interfere substantially with such person's liberty.
- (b) This section shall not apply to acts done in the performance of duty by any law enforcement officer of the city.
- (c) Any merchant, or a merchant's agent or employee, who has probable cause to believe that a person has actual possession of and has wrongfully taken, or is about to wrongfully take merchandise from a mercantile establishment, may detain such person on the premises or in the immediate vicinity thereof, in a reasonable manner and for a reasonable period of time for the purpose of investigating the circumstances of such possession. Such reasonable detention shall not constitute an arrest nor unlawful restraint.
- (d) Unlawful restraint is a Class A violation. (K.S.A. 21-5411)

Sec. 3.7. Mistreatment of a Confined Person.

- (a) Mistreatment of a confined person is knowingly abusing, neglecting or ill-treating any person, who is detained or confined by any law enforcement officer or by any person in charge of or employed by the owner or operator of any correctional institution.
- (b) Mistreatment of a confined person is a Class A violation. (K.S.A. 21-5416)

Sec. 3.7.1. Interference with Custody of a Committed Person.

- (a) Interference with custody of a committed person is knowingly taking or enticing any committed person away from the control of such person's lawful custodian without privilege to do so.
- (b) Interference with custody of a committed person is a class A nonperson violation.
- (c) As used in this section, "committed person" means any person committed other than by criminal process to any institution or other custodian by a court, officer or agency authorized by law to make such commitment. (K.S.A. 21-5416)

Sec. 3.8. Violation of Protection from Abuse Order.

- (a) If a person enters or remains on premises or property violating an order issued pursuant to K.S.A. 60-3107(a)(2), and amendments thereto, such violation shall constitute criminal trespass and violation of a protective order.
- (b) If a person abuses, molests or interferes with the privacy or rights of another violating an order issued pursuant to K.S.A. 60-3107(a)(1), and amendments thereto, such violation may constitute assault, battery, or domestic battery and violation of a protective order. (K.S.A. 60-3107)

Sec. 3.8.1. Violation of a Protective Order.

- (a) Violation of a protective order is knowingly violating:
 - (1) A protection from abuse order issued pursuant to K.S.A. 60-3105, 60-3106 or 60-3107, and amendments thereto;
 - (2) A protective order issued by a court or tribunal of any state or Indian tribe that is consistent with the provisions of 18 U.S.C. Section 2265, and amendments thereto;
 - (3) A restraining order issued pursuant to K.S.A. 23-2707, 38-2243, 38-2244 or 38-2255, and amendments thereto, or K.S.A. 60-1607, prior to its transfer;

- (4) An order issued in this or any other state as a condition of pretrial release, diversion, probation, suspended sentence, post release supervision or at any other time during the criminal case that orders the person to refrain from having any direct or indirect contact with another person;
 - (5) An order issued in this or any other state as a condition of release after conviction or as a condition of a supersedeas bond pending disposition of an appeal, that orders the person to refrain from having any direct or indirect contact with another person;
 - (6) A protection from stalking or sexual assault order issued pursuant to K.S.A. 60-31a05 or 60-31a06, and amendments thereto.
- (b) Order includes any order issued by a municipal or district court.
- (c) No protective order, as set forth in this section, shall be construed to prohibit an attorney, or any person acting on the attorney's behalf, who is representing the defendant in any civil or criminal proceeding, from contacting the protected party for a legitimate purpose within the scope of the civil or criminal proceeding. The attorney, or person acting on the attorney's behalf, shall be identified in any such contact. (K.S.A. 21-5924)
- (d) Violation of a protective order is a Class A violation. (K.S.A. 21-5924)

Sec. 3.9. Criminal False Communication.

- (a) Criminal false communication is:
- (1) Communicating to any person, by any means, information that the person communicating such information knows to be false will tend to:
 - (A) Expose another living person to public hatred, contempt or ridicule;
 - (B) Deprive such person of the benefits of public confidence and social acceptance; or
 - (C) Degrade and vilify the memory of

one who is dead and to scandalize or
provoke surviving relatives and friends;
or

- (2) Recklessly making, circulating or causing to be circulated any false report, statement or rumor with intent to injure the financial standing or reputation of any bank, financial or business institution or the financial standing of any individual in this state.
- (b) In all prosecutions under this section the truth of the information communicated shall be admitted as evidence. It shall be a defense to a charge of criminal false communication if it is found that such matter was true.
- (c) Criminal false communication is a Class A violation.
(K.S.A. 21-6103)

Sec. 3.10. Hazing.

- (a) Hazing is recklessly coercing, demanding or encouraging another person to perform, as a condition of membership in a social or fraternal organization, any act which could reasonably be expected to result in great bodily harm, disfigurement or death or which is done in a manner whereby great bodily harm, disfigurement or death could be inflicted.
- (b) Hazing is a Class B nonperson violation.
(K.S.A. 21-5418)

Sec. 3.11. Unlawful Administration of a Substance.

- (a) Unlawful administration of a substance is the administration of a substance to another person without consent with the intent to impair such other person's physical or mental ability to appraise or control such person's conduct.
- (b) As used in this section, **administration of a substance** means any method of causing the ingestion by another person of a controlled substance, including gamma hydroxybutyric acid or any controlled substance analog, as defined in K.S.A. 65-4101, and amendments thereto, of gamma hydroxybutyric acid, including gamma butyrolactone; butyrolactone; butyrolactone

gamma; 4-butyrolactone; 2(3H)-furanone dihydro; dihydro-2(3H)-furanone; tetrahydro-2-furanone; 1,2-butanolide; 1,4-butanolide; 4-butanolide; gamma-hydroxybutyric acid lactone; 3-hydroxybutyric acid lactone and 4-hydroxybutanoic acid lactone with CAS No. 96-48-0; 1,4 butanediol; butanediol; butane-1,4-diol; 1,4-butylene glycol; butylene glycol; 1,4-dihydroxybutane; 1,4-tetramethylene glycol, tetramethylene glycol; tetramethylene 1,4-diol.

- (c) This section shall not prohibit administration of any substance described in subsection (b) for lawful medical or therapeutic treatment. (K.S.A. 21-5425)
- (d) Unlawful administration of a substance is a Class A violation. (K.S.A. 21-5425)

Sec. 3.12. Breach of Privacy.

- (a) Breach of privacy is knowingly and without lawful authority:
 - (1) Intercepting, without the consent of the sender or receiver, a message by telephone, telegraph, letter or other means of private communication;
 - (2) Divulging, without the consent of the sender or receiver, the existence or contents of such message if such person knows that the message was illegally intercepted, or if such person illegally learned of the message in the course of employment with an agency in transmitting it;
 - (3) Entering with intent to listen surreptitiously to private conversations in a private place or to observe the personal conduct of any other person or persons entitled to privacy therein;
 - (4) Installing or using outside or inside a private place any device for hearing, recording, amplifying or broadcasting sounds originating in such place, which sounds would not ordinarily be audible or comprehensible without the use of such device, without the consent of the person or persons entitled to privacy therein; or
 - (5) Installing or using any device or equipment for the interception of any telephone, telegraph or other wire or wireless communication without the consent of the person in possession or control of the facilities for such communication.

- (b) Subsection (a)(1) shall not apply to messages overheard through a regularly installed instrument on a telephone party line or on an extension.
- (c) The provisions of this section shall not apply to: (1) an operator of a switchboard, or any officer, employee or agent of any public utility providing telephone communications service, whose facilities are used in the transmission of a communication, to intercept, disclose or use that communication in the normal course of employment while engaged in any activity which is incident to the rendition of public utility service or to the protection of the rights of property of such public utility; (2) a provider of an interactive computer service, as defined in 47 U.S.C. § 230, for content provided by another person; (3) a radio common carrier, as defined in K.S.A. 66-1,143, and amendments thereto; and (4) a local exchange carrier or telecommunications carrier as defined in K.S. A. 66-1,187, and amendments thereto.
- (d) Breach of privacy, as defined in this section, is a Class A violation. (K.S.A 21-6101)

Sec. 3.13. Stalking.

- (a) Stalking is:
 - (1) Recklessly engaging in a course of conduct targeted at a specific person which would cause a reasonable person in the circumstances of the targeted person to fear for such person's safety, or the safety of a member of such person's immediate family and the targeted person is actually placed in such fear;
 - (2) Engaging in a course of conduct targeted at a specific person with knowledge that the course of conduct will place the targeted person in fear for such person's safety or the safety of a member of such person's immediate family.
- (b) For the purposes of this section, a person served with a protective order as defined by K.S.A. 21-3843, prior to its repeal or K.S.A. 21-5924, and amendments thereto, or a person who engaged in acts which would constitute stalking, after having been advised by a law enforcement officer, that such person's actions were

in violation of this section, shall be presumed to have acted knowingly as to any like future act targeted at the specific person or persons named in the order or as advised by the officer.

- (c) In a criminal proceeding under this section, a person claiming an exemption, exception, or exclusion has the burden of going forward with evidence of the claim.
- (d) The present incarceration of a person alleged to be violating this section shall not be a bar to prosecution under this section.
- (e) As used in this section:
 - (1) **Course of Conduct** means two or more acts over a period of time, however short, which evidence a continuity of purpose. A course of conduct shall not include constitutionally protected activity nor conduct that was necessary to accomplish a legitimate purpose independent of making contact with the targeted person. A course of conduct shall include, but not be limited to, any of the following acts or a combination thereof:
 - (A) Threatening the safety of the targeted person or a member of such person's immediate family;
 - (B) Following, approaching, or confronting the targeted person or a member of such person's immediate family;
 - (C) Appearing in close proximity to, or entering the targeted person's residence, place of employment, school, or other place where such person can be found, or the residence, place of employment, or school of a member of such person's immediate family;
 - (D) Causing damage to the targeted person's residence or property or that of a member of such person's immediate family;
 - (E) Placing an object on the targeted person's property or the property of a member of such person's immediate family, either directly or through a third person;
 - (F) Causing injury to the targeted person's pet or a pet belonging to a member of such person's immediate family;

- (G) Any act of communication.
- (2) **Communication** means to impart a message by any method of transmission, including, but not limited to: Telephoning, personally delivering, sending or having delivered, any information or material by written or printed note or letter, package, mail, courier service or electronic transmission, including electronic transmissions generated or communicated via a computer.
- (3) **Computer** means a programmable, electronic device capable of accepting and processing data.
- (4) **Conviction** includes being convicted of a violation of this section or being convicted of a law of another state which prohibits the acts that this section prohibits.
- (5) **Immediate Family** means father, mother, stepparent, child, stepchild, sibling, spouse, or grandparent of the targeted person; any person residing in the household of the targeted person; or any person involved in an intimate relationship with the targeted person.
- (f) Upon a first conviction, stalking as described in subsection (a) is a Class A violation. Subsequent violations are considered felonies under state law and will be referred to the appropriate prosecuting authority. (K.S.A. 21-5427)

Article 4. Sex Offenses

Sec. 4.1. Lewd, Lascivious Behavior.

- (a) Lewd and lascivious behavior is:
- (1) Publicly engaging in otherwise lawful sexual intercourse or sodomy with knowledge or reasonable anticipation that the participants are being viewed by others; or
- (2) Publicly exposing a sex organ or exposing a sex organ in the presence of a person who is not the spouse of the offender and who has not consented thereto, with intent to arouse or gratify the sexual desires of the offender or another. (K.S.A. 21-5513)

- (b) Lewd and lascivious behavior if committed in the presence of a person 16 or more years of age is a Class B violation. (K.S.A. 21-5513)

Sec. 4.2. Reserved for Future Use.

Sec. 4.3. Selling Sexual Relations.

- (a) Selling Sexual Relations is performing for hire, or offering or agreeing to perform for hire where there is an exchange of value, any of the following acts:
 - (1) Sexual intercourse;
 - (2) Sodomy; or
 - (3) Manual or other bodily contact stimulation of the genitals of any person with the intent to arouse or gratify the sexual desires of the offender or another.
- (b) It shall be an affirmative defense to any prosecution under this section that the defendant committed the violation of this section because such defendant was subjected to human trafficking or aggravated human trafficking, as defined by K.S.A. 21-5426, and amendments thereto, or commercial sexual exploitation of a child, as defined by K.S.A. 21-6422, and amendments thereto. (K.S.A. 21-6419)
- (c) Selling Sexual Relations is a Class B violation. (K.S.A. 21-6421)

Sec. 4.4. Reserved for Future Use.

Sec. 4.5. Buying Sexual Relations.

- (a) Buying sexual relations is knowingly:
 - (1) Entering or remaining in a place where sexual relations are being sold or offered for sale with intent to engage in manual or other bodily contact stimulation of the genitals of any person with the intent to arouse or gratify the sexual desires of the offender or another, sexual intercourse, sodomy or any unlawful sexual act with a person selling sexual relations who is 18 years of age or older; or

- (2) Hiring a person selling sexual relations who is 18 years of age or older to engage in manual or other bodily contact stimulation of the genitals of any person with the intent to arouse or gratify the sexual desires of the offender or another, sexual intercourse, sodomy or any unlawful sexual act. (K.S.A. 21-6421)
- (b) Buying Sexual Relations is a Class A violation on conviction of a first offense. In addition to any other sentence imposed, a person convicted under this section shall be fined not less than \$1,200 nor more than \$2,500. One-half of each fine collected pursuant to this subsection shall be remitted to the human trafficking victim assistance fund and the remainder shall be remitted as otherwise provided by law. (K.S.A. 21-6421)

Sec. 4.5.1. Unlawful use of a Communication Facility.

- (a) It shall be unlawful for any person to knowingly or intentionally use any communication facility in committing, causing, or facilitating the commission of any violation under Section 4.5, or in any attempt to commit, any conspiracy to commit, or any criminal solicitation of any violation under Section 4.5.
- (b) Violation of this section is a class A violation.
- (c) As used in this section, communication facility means any and all public and private instrumentalities used or useful in the transmission of writing, signs, signals, pictures or sounds of all kinds and includes telephone, wire, radio, computer, computer networks, beepers, pagers and all other means of communication.
- (d) It shall be an affirmative defense to any prosecution under this section that the defendant committed the violation of this section because such defendant was subject to human trafficking or aggravated human trafficking, as defined by K.S.A. 21-5426, and amendments thereto, or commercial sexual exploitation of a child, as defined by K.S.A. 21-6422, and amendments thereto.
- (e) Each separate use of a communication facility may be charged as a separate offense under this section. (K.S.A. 21-6424)

Article 5. Offenses Affecting Children

Sec. 5.1. Contributing to a Child's Misconduct or Deprivation.

- (a) Contributing to a child's misconduct or deprivation is:
 - (1) Knowingly causing or encouraging a child under 18 years of age to become or remain a child in need of care as defined by the revised Kansas code for care of children;
 - (2) Knowingly causing or encouraging a child under 18 years of age to commit a traffic infraction or an act which, if committed by an adult, would be a misdemeanor or to violate the provisions of K.S.A. 41-727 or subsection (j) of K.S.A. 74-8810, and amendments thereto;
 - (3) Failure to reveal, upon inquiry by a uniformed or properly identified law enforcement officer engaged in the performance of such officer's duty, any information one has regarding a runaway, with intent to aid the runaway in avoiding detection or apprehension;
 - (4) Knowingly causing or encouraging a child to violate the terms or conditions of the child's probation or conditional release pursuant to subsection (a)(1) of K.S.A. 38-2361, and amendments thereto.
- (b) A person may be found guilty of contributing to a child's misconduct or deprivation even though no prosecution of the child whose misconduct or deprivation the defendant caused or encouraged has been commenced pursuant to the revised Kansas code for care of children, revised Kansas juvenile justice code or Kansas criminal code.
- (c) Contributing to a child's misconduct or deprivation is a Class A violation. (K.S.A. 21-5603)

Sec. 5.1.2. Unlawful Possession of a Visual Depiction of a Child.

- (a) Unlawful possession of a visual depiction of a child is knowingly possessing a visual depiction of a child 12 years of age or older but less than 16 years of age in a state of nudity, if committed by a person less than 19 years of age, and the possessor of such visual

depiction received such visual depiction directly and exclusively from the child who is the subject of such visual depiction.

- (b) It shall be an affirmative defense to any prosecution under this section that the recipient of a visual depiction of a child in a state of nudity:
 - (1) Received such visual depiction without requesting, coercing or otherwise attempting to obtain such visual depiction;
 - (2) Did not transmit, exhibit or disseminate such visual depiction; and
 - (3) Made a good faith effort to erase, delete or otherwise destroy such visual depiction.
- (c) The provisions of this section shall not apply to possession of a visual depiction of a child in a state of nudity if the person possessing such visual depiction is the child who is the subject of such visual depiction.
- (d) The provisions of this section shall not apply to a visual depiction of a child engaged in sexually explicit conduct or a visual depiction that constitutes obscenity as defined in K.S.A. 21-6401(f)(1), and amendments thereto.
- (e) It shall not be unlawful for a person who is less than 19 years of age to possess a visual depiction of a child in a state of nudity who is 16 years of age or older.
- (f) Unlawful possession of a visual depiction of a child is a Class B person violation. (K.S.A. 21-5610)

Sec. 5.1.3. Unlawful Transmission of a Visual Depiction of a Child.

- (a) Unlawful transmission of a visual depiction of a child is knowingly transmitting a visual depiction of a child 12 or more years of age but less than 18 years of age in a state of nudity when the offender is less than 19 years of age.

- (b) It shall be a rebuttable presumption that an offender had the intent to harass, embarrass, intimidate, defame or otherwise inflict emotional, psychological or physical harm if the offender transmitted a visual depiction of a person other than such child in a state of nudity to more than one person.
- (c) The provisions of this section shall not apply to transmission of a visual depiction of a child in a state of nudity by the child who is the subject of such visual depiction.
- (d) The provisions of this section shall not apply to a visual depiction of a child engaged in sexually explicit conduct or a visual depiction that constitutes obscenity as defined in K.S.A. 21-6401(f)(1), and amendments thereto.
- (e) Upon a first conviction, unlawful transmission of a visual depiction of a child is a Class A person violation. (K.S.A. 21-5611)

Sec. 5.2. Furnishing Alcoholic Liquor or Cereal Malt Beverage to a Minor.

- (a) Furnishing alcoholic liquor or cereal malt beverage to a minor is recklessly, directly or indirectly, buying for or distributing any alcoholic liquor or cereal malt beverage to any minor.
- (b) This section shall not apply to wine intended for use and used by any church or religious organization for sacramental purposes.
- (c) It shall be a defense to a prosecution under this section if:
 - (1) The defendant is a licensed retailer, club, drinking establishment or caterer or holds a temporary permit, or an employee thereof;
 - (2) The defendant sold the alcoholic liquor or cereal malt beverage to the minor with reasonable cause to believe that the minor was 21 or more years of age or of legal age for the consumption of alcoholic liquor or cereal malt beverage; and

- (3) To purchase the alcoholic liquor or cereal malt beverage, the person exhibited to the defendant a driver's license, Kansas non driver's identification card or other official or apparently official document, that reasonably appears to contain a photograph of the minor and purporting to establish that such minor was 21 or more years of age or of legal age for the consumption of alcoholic liquor or cereal malt beverage.
- (d) This section shall not apply to the furnishing of cereal malt beverage by a parent or legal guardian to such parent's child or such guardian's ward when such furnishing is permitted and supervised by the child's or ward's parent or legal guardian.
- (e) As used in this section, **minor** means a person under 21 years of age.
- (f) Furnishing alcoholic liquor or cereal malt beverage to a minor is a Class B violation for which the minimum fine is \$200. (K.S.A. 21-5607)

Sec. 5.3. Unlawfully Hosting Minors Consuming Alcoholic Liquor or Cereal Malt Beverage.

- (a) Unlawfully hosting minors consuming alcoholic liquor or cereal malt beverage is recklessly permitting a person's residence or any land, building, structure or room owned, occupied, or procured by such person to be used by an invitee of such person or an invitee of such person's child or ward, in a manner that results in the unlawful possession or consumption therein of alcoholic liquor or cereal malt beverages by a minor.
- (b) As used in this section, **minor** means a person under 21 years of age.
- (c) The provisions of this section shall not be deemed to create any civil liability for any lodging establishment, as defined in K.S.A. 36-501, and amendments thereto.
- (d) Unlawfully hosting minors consuming alcoholic liquor or cereal malt beverage is a Class A violation,

for which the minimum fine is \$1,000. If the court sentences the offender to perform community or public service work as a condition of probation, as described in subsection (b)(10) of K.S.A. 21-6607, and amendments thereto, the court shall consider ordering the offender to serve the community or public service at an alcohol treatment facility.
(K.S.A. 21-5608)

Sec. 5.4. Endangering a Child.

- (a) Endangering a child is knowingly and unreasonably causing or permitting a child under the age of 18 years to be placed in a situation in which the child's life, body or health may be injured or endangered.
- (b) Nothing in this section shall be construed to mean a child is endangered for the sole reason the child's parent or guardian, in good faith, selects and depends upon spiritual means alone through prayer, in accordance with the tenets and practice of a recognized church or religious denomination, for the treatment or cure of disease or remedial care of such child.
- (c) Endangering a child is a Class A violation.
(K.S.A. 21-5601)

Sec. 5.5. Watercraft; Lifesaving Devices Required.

- (a) The operator of every vessel shall require every person 12 years of age or under to wear a United States Coast Guard approved type I, type II or type III personal flotation device while aboard or being towed by such vessel. A life belt or ring shall not satisfy the requirement of this section.
- (b) As used in this section, **operator** means the person who operates or has charge of the navigation or use of a motorboat or a vessel.
- (c) Violation of this section shall constitute a Class C violation. (K.S.A. 32-1129)

Sec. 5.6. Purchase or Possession of Cigarettes or Tobacco Products by a Minor.

It shall be unlawful for any person:

- (a) Who is under 18 years of age to purchase or attempt to purchase cigarettes, electronic cigarettes, or tobacco products; or
- (b) Who is under 18 years of age to possess or attempt to possess cigarettes, electronic cigarettes, or tobacco products.
- (c) Violation of this section shall be an ordinance cigarette or tobacco infraction for which the fine shall be \$25. In addition, the judge may require the juvenile to appear in court with a parent or legal guardian. (K.S.A. 79-3321;3322)

Sec. 5.7. Selling, Giving or Furnishing Cigarettes or Tobacco Products to a Minor.

(a) It shall be unlawful for any person to:

- (1) Sell, furnish or distribute cigarettes, electronic cigarettes, or tobacco products to any person under 21 years of age; or
- (2) Buy any cigarettes, electronic cigarettes, or tobacco products for any person under 21 years of age.

(b) It shall be a defense to a prosecution under this section if:

- (1) The defendant is a licensed retail dealer, or employee thereof, or a person authorized by law to distribute samples;
- (2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person under 21 years of age with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, electronic cigarettes or tobacco products; and
- (3) To purchase or receive the cigarettes, electronic cigarettes, or tobacco products, the person under 21 years of age exhibited to the defendant a driver's license, Kansas non driver's

identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive cigarettes, electronic cigarettes, or tobacco products.

- (4) For purposes of this section the person who violates this section shall be the individual directly selling, furnishing or distributing the cigarettes, electronic cigarettes, or tobacco products to any person under 21 years of age or the retail dealer who has actual knowledge of such selling, furnishing or distributing by such individual or both.
- (c) It shall be a defense to a prosecution under this subsection if:
 - (1) The defendant engages in the lawful sale, furnishing or distribution of cigarettes, electronic cigarettes, or tobacco products by mail; and
 - (2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53-601 and amendments thereto, that the person was 21 or more years of age.
- (d) As used in this section, **sale** means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes or tobacco products, with or without consideration.
- (e) Violation of this section shall constitute a Class B violation punishable by a minimum fine of \$200. (K.S.A. 79-3302, 79-3321:79-3322)

Sec. 5.8. Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor; 18-21.

- (a) Except with regard to serving of alcoholic liquor or cereal malt beverage as permitted by K.S.A. 41-308a, 41-308b, 41-727a, 41-2610, 41-2652, 41-2704, and

41-2727, and amendments thereto, and subject to any rules and regulations adopted pursuant to such statutes, no person under 21 years of age shall possess, consume, obtain, purchase or attempt to obtain or purchase alcoholic liquor or cereal malt beverage except as authorized by law.

- (b) In addition to any other penalty provided for a violation of this section:
 - (1) The court may order the offender to do either or both of the following:
 - (A) Perform 40 hours of public service; or
 - (B) Attend and satisfactorily complete a suitable educational or training program dealing with the effects of alcohol or other chemical substances when ingested by humans.
 - (2) Upon a first conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for 30 days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for 30 days whether or not that person has a driver's license.
 - (3) Upon a second conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for 90 days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for 90 days whether or not that person has a driver's license.
 - (4) Upon a third or subsequent conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for one year. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for one year whether or not that person has a driver's license.
- (c) This section shall not apply to the possession and consumption of cereal malt beverage by a person under the legal age for consumption of cereal malt beverage when such possession and consumption is permitted and supervised, and such beverage is furnished, by the person's parent or legal guardian.

- (d) (1) A person and, if applicable, one or two other persons acting in concert with such person are immune from criminal prosecution for a violation of this section, if such person:
- (A) (i) Initiated contact with law enforcement or emergency medical services and requested medical assistance on such person's behalf because such person reasonably believed such person was in need of medical assistance; and
(ii) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance;
 - (B) (i) Initiated contact with law enforcement or emergency medical services, or was one of one or two other persons who acted in concert with such person, and requested medical assistance for another person who reasonably appeared to be in need of medical assistance;
(ii) Provided their full name, the name of one or two other persons acting in concert with such person, if applicable, and any other relevant information requested by law enforcement or emergency medical services;
(iii) Remained at the scene with the person who reasonably appeared to be in need of medical assistance until emergency medical services personnel and law enforcement officers arrived; and
(iv) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or
 - (C) (i) Was the person who reasonably appeared to be in need of medical assistance as described in subsection (d)(1)(B), but did not initiate contact with law enforcement or emergency medical services; and
(ii) Cooperated with emergency

medical services personnel and law enforcement officers in providing such medical assistance.

- (2) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or such officer's employer, based on the officer's compliance or failure to comply with this subsection.
- (e) Violation of this section by a person 18 or more years of age but less than 21 years of age is a Class C violation for which the minimum fine is \$200.
(K.S.A. 41-727)

Article 6. Offenses Against Property

Sec. 6.1. Theft.

- (a) Theft is any of the following acts done with the intent to permanently deprive the owner of the possession, use or benefit of the owner's property or services.
 - (1) Obtaining or exerting unauthorized control over property or services;
 - (2) Obtaining control over property or services by deception;
 - (3) Obtaining control over property or services by threat;
 - (4) Obtaining control over stolen property or services knowing the property or services to have been stolen by another; or
 - (5) Knowingly dispensing motor fuel into a storage container or the fuel tank of a motor vehicle at an establishment in which motor fuel is offered for retail sale and leaving the premises of the establishment without making payment for the motor fuel.
- (b) Theft of property or services of the value of less than \$1,500 is a Class A violation.
- (c) As used in this section:
 - (1) **Regulated scrap metal** means the same as in K.S.A. 50-6,109, and amendments thereto; and
 - (2) **Value** means the value of the property or, if the property is regulated scrap metal, the cost to restore the site of the theft of such

regulated scrap metal to its condition at the time immediately prior to the theft of such regulated scrap metal, whichever is greater.
(K.S.A. 21-5801)

{Editor's Note: Under state law, theft of property or services of the value of less than \$1,500 is a Class A violation, unless any one of the following is present:

(1) Property of the value of less than \$1,500 from three separate mercantile establishments within a period of 72 hours as part of the same act or transaction or in two or more acts or transactions connected together or constituting parts of a common scheme or course of conduct is a severity level 9, nonperson felony;

(2) Property of the value of at least \$50 but less than \$1,500 is a severity level 9, nonperson felony if committed by a person who has, within five years immediately preceding commission of the crime, excluding any period of imprisonment, been convicted of theft two or more times; and

(3) Property which is a firearm of the value of less than \$25,000 is a severity level 9, nonperson felony. Violations under these facts are considered felony violations over which municipal court has no jurisdiction and should be referred to the appropriate prosecuting authority}.

Sec. 6.2. Intent; Permanently Deprive.

(a) In any prosecution under this article, the following shall be prima facie evidence of intent to permanently deprive the owner or lessor of property of the possession, use or benefit thereof:

(1) The giving of a false identification or fictitious name, address or place of employment at the time of buying, selling, leasing, trading, gathering, collecting, soliciting, procuring, receiving, dealing or otherwise obtaining or exerting control over the property.

(2) The failure of a person who leases or rents personal property and fails to return the same within 10 days after the date set forth in the lease or rental agreement for the return of the property, if notice is given to the person renting or leasing the property to return the property within seven days after receipt of the notice, in which case the subsequent return of the property within the seven-day period shall exempt such transaction from consideration as prima facie evidence as provided in this section;

- (3) Destroying, breaking or opening a lock, chain, key switch, enclosure or other device used to secure the property in order to obtain control over the property;
- (4) Destruction of or substantially damaging or altering the property so as to make the property unusable or unrecognizable in order to obtain control over the property;
- (5) The failure of a person who leases or rents from a commercial renter a motor vehicle under a written agreement that provides for the return of the motor vehicle to a particular place at a particular time, if notice has been given to the person renting or leasing the motor vehicle to return such vehicle within three calendar days from the date of the receipt or refusal of the demand. In addition, if such vehicle has not been returned after demand, the lessor may notify the local law enforcement agency of the failure of the lessee to return such motor vehicle and the local law enforcement agency shall cause such motor vehicle to be put into any appropriate state and local computer system listing stolen motor vehicles;
- (6) The failure of a person who is provided with a use of a vehicle by the owner of the vehicle to return it to the owner pursuant to a written instruction specifying:
 - (A) The time and place to return the vehicle; and
 - (B) That failure to comply may be prosecuted as theft, and such instructions are delivered to the person by the owner at the time the person is provided with possession of the vehicle. In addition, if such vehicle has not been returned pursuant to the specifications in such instructions, the owner may notify the local law enforcement agency of the failure of the person to return such motor vehicle and the local law enforcement agency shall cause such motor vehicle to be put into appropriate state and local computer system listing stolen motor vehicles;

- (7) Removing a theft detection device, without authority, from merchandise or disabling such device prior to purchase; or
 - (8) Under the provisions of subsection (a)(5) of section 6.1 the failure to replace or reattach the nozzle and hose of the pump used for the dispensing of motor fuels or placing such nozzle and hose on the ground or pavement.
- (b) In any prosecution in which the object of the alleged theft is a book or other material borrowed from a library, it shall be prima facie evidence of intent to permanently deprive the owner of the possession, use or benefit thereof if the defendant failed to return such book or material within 30 days after receiving notice from the library requesting its return, in which case the subsequent return of the book or material within the 30-day period shall exempt such transaction from consideration as prima facie evidence as provided in this section.
- (c) In prosecution for theft as defined in Section 6.1, and such theft is of services, the existence of any of the connections of meters, alterations or use of unauthorized or unmeasured electricity, natural gas, water, telephone service or cable television service, caused by tampering, shall be prima facie evidence of intent to commit theft of services by the person or persons using or receiving the direct benefits from the use of the electricity, natural gas, water, telephone service or cable television service passing through such connections or meters, or using the electricity, natural gas, water, telephone service or cable television service which has not been authorized or measured.
- (d) In prosecution for theft as defined in Section 6.1, and such theft is of regulated scrap metal as defined in K.S.A. 50-6,109, and amendments thereto, either in whole or in part, the failure to give information or the giving of false information to a scrap metal dealer pursuant to the requirements of the scrap metal theft reduction act, the transportation of regulated scrap metal outside the county from where it was obtained, the transportation of regulated scrap metal across state lines or the alteration of any regulated scrap

metal prior to any transaction with a scrap metal dealer shall be prima facie evidence of intent to permanently deprive the owner of the regulated scrap metal of the possession, use or benefit thereof.

(e) As used in this section:

- (1) **Notice** means notice in writing and such notice in writing will be presumed to have been given three days following deposit of the notice as registered or certified matter in the United States mail, addressed to such person who has leased or rented the personal property or borrowed the library material at the address as it appears in the information supplied by such person at the time of such leasing, renting or borrowing, or to such person's last known address; and
- (2) **Tampering** includes, but is not limited to:
 - (A) Making a connection of any wire, conduit or device, to any service or transmission line owned by a public or municipal utility, or by a cable television service provider;
 - (B) Defacing, puncturing, removing, reversing or altering any meter or any connections, for the purpose of securing unauthorized or unmeasured electricity, natural gas, water, telephone service or cable television service;
 - (C) Preventing any such meters from properly measuring or registering;
 - (D) Knowingly taking, receiving, using or converting to such person's own use, or the use of another, any electricity, water or natural gas which has not been measured; or any telephone or cable television service which has not been authorized; or
 - (E) Causing, procuring, permitting, aiding or abetting any person to do any of the preceding acts. (K.S.A. 21-5804)

Sec. 6.3. Theft of Property Lost, Mislaid or Delivered by Mistake.

- (a) Theft of property lost, mislaid or delivered by mistake is obtaining control of property of another by a person who:
 - (1) Knows or learns the identity of the owner thereof;
 - (2) Fails to take reasonable measures to restore to the owner lost property, mislaid property or property delivered by a mistake; and
 - (3) Intends to permanently deprive the owner of the possession, use or benefit of the property.
- (b) As used in this section, **property delivered by mistake** includes, but is not limited to, a mistake as to the:
 - (1) Nature or amount of the property; or
 - (2) Identity of the recipient of the property.
- (c) Theft of property lost, mislaid or delivered by mistake of the value of less than \$1,000 is a Class A violation.
(K.S.A. 21-5802)

Sec. 6.4. Reserved for Future Use.

Sec. 6.5. Criminal Deprivation of Property.

- (a) Criminal deprivation of property is obtaining or exerting unauthorized control over property, with intent to deprive the owner of temporary use thereof, without the owner's consent but not with the intent of depriving the owner permanently of the possession, use or benefit of such owner's property.
- (b) Penalties.
 - (1) Criminal deprivation of property that is a motor vehicle upon a first or second conviction is a Class A violation. Upon a first conviction of this paragraph, a person shall be sentenced to not less than 30 days nor more than one year's imprisonment and fined not less than \$100. Upon a second conviction of this paragraph, a person shall be sentenced to not less than 60 days nor more than one year's imprisonment and

fined not less than \$200. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein. The mandatory provisions of this subsection shall not apply to any person where such application would result in a manifest injustice.

- (2) Criminal deprivation of property other than a motor vehicle or a firearm is a Class A violation. Upon a second or subsequent conviction of this subsection, a person shall be sentenced to not less than 30 days imprisonment and fined not less than \$100, except that the provisions of this subsection relating to a second or subsequent conviction shall not apply to any person where such application would result in a manifest injustice. (K.S.A. 21-5803)

Sec. 6.6. Criminal Damage to Property.

- (a) Criminal damage to property is by means other than by fire or explosive:
 - (1) Knowingly damaging, destroying, defacing or substantially impairing the use of any property in which another has an interest without the consent of such other person; or
 - (2) Damaging, destroying, defacing or substantially impairing the use of any property with intent to injure or defraud an insurer or lienholder.
- (b) Criminal damage to property is a Class B violation if the property damaged is of the value of less than \$1,000 or is of the value of \$1,000 or more and is damaged to the extent of less than \$1,000.
- (c) In determining the amount of damage to property, damages may include the cost of repair or replacement of the property that was damaged, the reasonable cost of the loss of production, crops and livestock, reasonable labor costs of any kind, reasonable material costs of any kind and any reasonable costs that are attributed to equipment that is used to abate or repair the damage to the property. (K.S.A. 21-5813)

Sec. 6.7. Criminal Trespass.

- (a) Criminal trespass is entering or remaining upon or in any:
 - (1) Land, non-navigable body of water, structure, vehicle, aircraft or watercraft by a person who knows such person is not authorized or privileged to do so, and:
 - (A) Such person enters or remains therein in defiance of an order not to enter or to leave such premises or property personally communicated to such person by the owner thereof or other authorized person;
 - (B) Such premises or property are posted as provided in K.S.A. 32-1013, and amendments thereto, or in any other manner reasonably likely to come to the attention of intruders, or are locked or fenced or otherwise enclosed, or shut or secured against passage or entry; or
 - (C) Such person enters or remains therein in defiance of a restraining order issued by a court of competent jurisdiction and the restraining order has been personally served upon the person so restrained.
 - (2) Public or private land or structure in a manner that interferes with access to or from any health care facility by a person who knows such person is not authorized or privileged to do so and such person enters or remains thereon or therein in defiance of an order not to enter or to leave such land or structure personally communicated to such person by the owner of the health care facility or other authorized person.
- (b) (1) This section shall not apply to a land surveyor, licensed pursuant to article 70 of chapter 74 of the Kansas Statutes Annotated, and amendments thereto, and such surveyor's authorized agents and employees who enter upon lands, waters, and other premises in the making of a survey; or
- (2) Railroad Property as defined in K.S.A. 21-5809, and amendments thereto, or nuclear generating facility as defined in K.S.A. 66-2302 and amendments thereto.

- (c) Criminal trespass is a Class B violation. Upon a conviction of a violation of subsection (a)(1)(C), a person shall be sentenced to not less than 48 consecutive hours of imprisonment which shall be served either before or as a condition of any grant of probation or suspension, reduction of sentence or parole. (K.S.A. 21-5808)

Sec. 6.7.1. Trespassing on Railroad Property.

- (a) Trespassing on railroad property is:
 - (1) Entering or remaining on railroad property, without consent of the owner or the owner's agent, knowing that it is railroad property; or
 - (2) Recklessly causing in any manner the derailment of a train, railroad car or rail-mounted work equipment.
- (b) Subsection (a) shall not be construed to interfere with the lawful use of a public or private crossing.
- (c) Nothing in this section shall be construed as limiting a representative or member of a labor organization which represents or is seeking to represent the employees of the railroad, from conducting such business as provided under the railway labor act (45 U.S.C. § 151 et seq.) and other federal labor laws.
- (d) Trespassing on railroad property is a Class A nonperson violation. (K.S.A. 21-5809)

Sec. 6.8. Criminal Littering.

- (a) Criminal littering is recklessly depositing or causing to be deposited any object or substance into, upon or about:
 - (1) Any public street, highway, alley, road, right-of-way, park or other public place, or any lake, stream, watercourse, or other body of water, except by direction of some public officer or employee authorized by law to direct or permit such acts; or
 - (2) Any private property without the consent of the owner or occupant of such property.

- (b) Criminal littering is an unclassified offense punishable:
 - (1) Upon a first conviction by a fine of not less than \$250 nor more than \$1,000;
 - (2) Upon a second conviction by a fine of not less than \$1,000 nor more than \$2,000; and
 - (3) Upon a third or subsequent conviction by a fine of not less than \$2,000 nor more than \$4,000.
- (c) The provisions of Standard Traffic Ordinance Section 112.1, Littering from a motor vehicle, are excepted from the application of this section.
- (d) In addition to the fines in subsection (b), a person convicted of littering shall be required to pick up litter for a time prescribed by and at a place within the jurisdiction of the court. (K.S.A. 21-5815)

Sec. 6.9. Tampering with a Landmark.

- (a) Tampering with a landmark is doing any of the following acts with intent to fraudulently alter a boundary:
 - (1) Removing any monument of stone or other durable material, established or created for the purpose of designating the corner of or any other point upon the boundary of any lot or tract of land, or of the state, or any legal subdivision thereof;
 - (2) Defacing or altering marks upon any tree, post or other monument, made for the purpose of designating any point on such boundary;
 - (3) Cutting down or removing any tree, post or other monument upon which any such marks have been made for such purpose, with intent to destroy such marks;
 - (4) Defacing or altering any inscription on any such marker or monument; or
 - (5) Altering, removing, damaging or destroying any public land survey corner or accessory without complying with the provisions of K.S.A. 58-2011.
- (b) Tampering with a landmark is a Class C violation. (K.S.A. 21-5816)

Sec. 6.10. Tampering with a Traffic Signal.

- (a) Tampering with a traffic signal is knowingly manipulating, altering, destroying or removing any light, sign, marker, railroad switching device, or other signal device erected or installed for the purpose of controlling or directing the movement of motor vehicles, railroad trains, aircraft or watercraft.
- (b) A person who violates the provisions of the section may also be prosecuted for, convicted of, and punished for violating sections 6.1 (Theft) and 6.3 (Theft of Property Lost, Mislaid, or Delivered by Mistake).
- (c) Tampering with a traffic signal is a Class C violation. (K.S.A. 21-5817)

Sec. 6.11. Unlawful Manufacture or Disposal of False Tokens.

- (a) Unlawful manufacture or disposal of false tokens is manufacturing for sale, offering for sale or giving away any false token, slug, substance, false or spurious coin or other device intended or calculated to be placed or deposited in any automatic vending machine, coin-operated telephone, parking meter or other such receptacle with intent to cheat or defraud the owner, lessee, licensee or other person entitled to the contents of such automatic vending machine, coin-operated telephone, parking meter or other receptacle designed to receive coins or currency of the United States of America in connection with the sale, use or enjoyment of property or services.
- (b) The manufacture for sale, advertising, offering for sale or distribution of any such false token, slug, substance, false or spurious coin or other device shall be prima facie evidence of an intent to cheat or defraud within the meaning of this section.
- (c) Unlawful manufacture or disposal of false tokens is a Class B violation. (K.S.A. 21-5829)

Sec. 6.12. Serial Numbers.

- (a) It shall be unlawful for any person to willfully change, cover, alter, remove, obliterate or deface any serial number or other manufacturer's number or any identification letters, words, or numbers of any machine, apparatus, or article that carries a manufacturer's serial number or any other identification letters, words or numbers, with the intent to conceal the identify of such machine, apparatus, or article from the rightful owner thereof or from law enforcement personnel.
- (b) It shall be unlawful for any person to knowingly buy, sell, receive, barter, trade, dispose of or have in his or her possession any articles, devices, apparatuses, or machines from which the manufacturer's number or identification letters, words or numbers have been changed, covered, altered, removed, obliterated, defaced or destroyed with the intent to conceal the identity thereof from the rightful owner or from law enforcement personnel.
- (c) Possession of any of the a forenamed manufacturer's articles, devices, apparatuses or machines from which the manufacturer's serial number of other manufacturer's number or identification mark, or the name of the manufacturer or make or model, or any other identification letters, words or numbers have been changed, covered, altered, removed, obliterated, defaced, or destroyed shall be prima facie evidence that the possessor has changed, covered, altered, removed, obliterated, defaced, or destroyed the same with the intent to cancel, destroy or misrepresent the identity or type, or ownership of such machine, apparatus, or article.
- (d) Violation of this section is a Class C violation.

Sec. 6.13. Withholding Possession of Public Property.

- (a) It shall be unlawful for any person to unlawfully take possession of any property, real or personal belonging to the city, or to the possession of which the city shall be entitled or to commit any trespass thereon or to unlawfully withhold any property from the city. The unlawful withholding of the possession of any property belonging to the city after demand therefor

has been made under the direction of the governing body of the city shall be deemed a new and separate offense for each day the possession is withheld after such demand.

- (b) Withholding possession of public property is a Class C violation.

Sec. 6.14. Unlawful Deposits in Sewers.

- (a) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:
 - (1) Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit;
 - (2) Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil or grease;
 - (3) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;
 - (4) Any garbage that has not been properly shredded;
 - (5) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance capable of causing obstruction of the flow in sewers or other interference with the proper operation of the sewage works;
 - (6) Any waters or wastes having a pH lower than 5.5 or higher than nine or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works;
 - (7) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant;
 - (8) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;
 - (9) Any noxious or malodorous gas or substance capable of creating a public nuisance.
- (b) Unlawful deposits in sewers is a Class C violation.

Sec. 6.15. Damaging Sewers.

- (a) It shall be unlawful for any person willfully to injure or destroy, or attempt to injure or destroy any public sewer, or to molest any sewer or any part thereof by removing the cover of any flush tank, manhole or any part of the public sewer system of the city without authority.
- (b) Violation of this section is a Class C violation.

Sec. 6.16. Giving a Worthless Check.

- (a) Giving a worthless check is the making, drawing, issuing or delivering or causing or directing the making, drawing, issuing or delivering of any check on any financial institution for the payment of money or its equivalent with intent to defraud and knowing, at the time of the making, drawing, issuing or delivering of such check that the maker or drawer has no deposit in or credits with the financial institution or has not sufficient funds in, or credits with, the financial institution for the payment of such check in full upon its presentation.
- (b) As used in this section:
 - (1) **Check** is any check, order or draft on a financial institution;
 - (2) **Financial institution** means any bank, credit union, savings and loan association or depository; and
 - (3) **Notice** includes oral or written notice to the person entitled thereto.
- (c) In any prosecution against the maker or drawer of a check, payment of which has been refused by the financial institution on account of insufficient funds, the making, drawing, issuing or delivering of such check shall be prima facie evidence of intent to defraud and of knowledge of insufficient funds in, or on deposit with, the financial institution:
 - (1) Unless the maker or drawer pays the holder thereof the amount due thereon and a service charge not exceeding \$30 for each check, within seven days after notice has been given to the maker or drawer that such check has not been

paid by the financial institution. Written notice shall be presumed to have been given when deposited as restricted matter in the United States mail, addressed to the person to be given notice at such person's address as it appears on such check; or

- (2) If a postdated date is placed on the check without the knowledge or consent of the payee.
- (d) It shall not be a defense to a prosecution under this section that the check upon which such prosecution is based was:
- (1) Postdated, unless such check was presented for payment prior to the postdated date; or
 - (2) Given to a payee who had knowledge or had been informed, when the payee accepted such check that the maker did not have sufficient funds in the hands of the financial institution to pay such check upon presentation, unless such check was presented for payment prior to the date the maker informed the payee there would be sufficient funds.
- (e) In addition to all other costs and fees allowed by law, each prosecutor who takes any action under the provisions of this section may collect from the issuer in such action an administrative handling cost, except in cases filed in a court of appropriate jurisdiction. The cost shall not exceed \$10 for each check.
- (f) Giving a worthless check is a Class A violation if the check, draft or order is drawn for less than \$1,000 except when the person has, within five years immediately preceding commission of the offense, been convicted of giving a worthless check two or more times, in which case it is a felony under state statute and will be referred to the appropriate prosecuting authority. (K.S.A. 21-5821)

Sec. 6.17. Criminal Use of a Financial Card.

- (a) Criminal use of a financial card is any of the following acts done with intent to defraud and to obtain money, goods, property or services:
 - (1) Using a financial card without the consent of the cardholder;
 - (2) Using a financial card, or the number or description thereof, which has been revoked or canceled; or
 - (3) Using a falsified, mutilated, altered or nonexistent financial card or a number or description thereof.
- (b) For the purposes of subsection (a)(2), a financial card shall be deemed canceled or revoked when notice in writing thereof has been received by the named holder thereof as shown on such financial card or by the records of the company.
- (c) Criminal use of a financial card is a Class A violation if the money, goods, property or services obtained within a seven-day period is of the value of less than \$1,000. (K.S.A. 21-5828)

Sec. 6.18. Motor Vehicle Dealers; Selling Motor Vehicles Without a License.

- (a) It shall be unlawful for any person to do business as a motor vehicle dealer, salvage vehicle dealer, motor vehicle manufacturer, motor vehicle converter, auction motor vehicle dealer, vehicle crusher, vehicle recycler, rebuilder, scrap metal recycler, salvage vehicle pool or salesperson without a license issued by the director of vehicles. The isolated or occasional sale of a vehicle by a person who owned such vehicle shall not constitute the doing of business as a vehicle dealer.
- (b) As used in this section:
 - (1) **Vehicle** means every device in, upon or by which any person or property is or may be transported or drawn upon a public highway, and is required to be registered under the provisions of article 1 of chapter 8 of the Kansas Statutes Annotated, except that such term shall include micro utility trucks, as defined in K.S.A. 8-126,

and amendments thereto, but shall not include motorized bicycles, and such term shall not include manufactured homes or mobile homes. As used herein, the terms “manufactured home” and “mobile home” shall have the meanings ascribed to them by K.S.A. 58-4202, and amendments thereto. (K.S.A. 8-2401(h))

- (2) **Motor vehicle** means any vehicle other than a motorized bicycle, which is self-propelled and is required to be registered under the provisions of article 1 of chapter 8 of the Kansas Statutes Annotated, except that such term shall include micro utility trucks, as defined in K.S.A. 8-126, and amendments thereto. (K.S.A. 8-2401(i))

- (c) Violation of this section shall be punishable by a fine not to exceed \$2,500. (K.S.A. 8-2434)

Sec. 6.19. Equity Skimming.

- (a) Equity skimming is, with the intent to defraud, intentionally engaging in a pattern or practice of:
- (1) Purchasing one family to four family dwellings, including condominiums and cooperatives or acquiring any right, title or interest therein, including, but not limited to, an equity of redemption interest, which are subject to a loan in default at time of purchase or in default within one year subsequent to the purchase and the loan is secured by a mortgage;
 - (2) Failing to deliver to the holder of the mortgage before a sheriff's sale or holder of the certificate of purchase during the period of redemption all rent proceeds received from rental of the property, not to exceed the monthly payment of principal and interest required by the note and mortgage; and
 - (3) Applying or authorizing the application of rents from such dwellings for such person's own use.
- (b) Violation of this section is a Class A violation. Each purchase of a dwelling pursuant to this section shall be deemed a separate offense.
(K.S.A. 21-6504)

Sec. 6.20. Unlawful Acts Concerning Computers.

(a) It is unlawful for any person to:

- (1) Knowingly and without authorization, disclose a number, code, password or other means of access to a computer, computer network, social networking website or personal electronic content; or
- (2) Knowingly and without authorization, access or attempt to access any computer, computer system, social networking website, computer network or computer software, program, documentation, data or property contained in any computer, computer system or computer network.

(b) As used in this section:

- (1) **Access** means to instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system or computer network.
- (2) **Computer** means an electronic device which performs work using programmed instruction and which has one or more of the capabilities of storage, logic, arithmetic or communication and includes all input, output, processing, storage, software or communication facilities which are connected or related to such a device in a system or network.
- (3) **Computer Network** means the interconnection of communication lines, including microwave or other means of electronic communication, with a computer through remote terminals, or a complex consisting of two or more interconnected computers.
- (4) **Computer Program** means a series of instructions or statements in a form acceptable to a computer which permits the functioning of a computer system in a manner designed to provide appropriate products from such computer system.
- (5) **Computer Software** means computer programs, procedures and associated documentation concerned with the operation of a computer system.

- (6) **Computer System** means a set of related computer equipment or devices and computer software which may be connected or unconnected.
- (7) **Financial Instrument** means any check, draft, money order, certificate of deposit, letter of credit, bill of exchange, credit card, debit card or marketable security.
- (8) **Personal Electronic Content** means the electronically stored content of an individual including, but not limited to, pictures, videos, emails, and other data files.
- (9) **Property** includes, but is not limited to, financial instruments, information, electronically produced or stored data, supporting documentation and computer software in either machine or human readable form.
- (10) **Services** includes, but is not limited to, computer time, data processing and storage functions and other uses of a computer, computer system or computer network to perform useful work.
- (11) **Social Networking Website** means a privacy-protected internet website which allows individuals to construct a public or semi-public profile within a bounded system created by the service, create a list of other users with whom the individual shares a connection within the system and view and navigate the list of users with whom the individual shares a connection and those lists of users made by others within the system.
- (12) **Supporting Documentation** includes, but is not limited to, all documentation used in the construction, classification, implementation, use or modification of computer software, computer programs or data.

- (c) Unlawful acts concerning computers is a Class A violation. (K.S.A. 21-5839)

Sec. 6.21. Taking Wildlife Without Permission on Land Posted “By Written Permission Only.”

- (a) Any landowner or person in lawful possession of any land may post such land with signs stating that hunting, trapping, or fishing on such land shall be by written permission only. It is unlawful for any person to take wildlife on land which is posted as provided in this

subsection, without having in the person's possession the written permission of the owner or person in lawful possession thereof.

- (b) Instead of posting land as provided in subsection (a), any landowner or person in lawful possession of any land may post such land by placing identifying purple paint marks on trees or posts around the area to be posted. Each paint mark shall be a vertical line of at least eight inches in length and the bottom of the mark shall be not less than three feet nor more than five feet high. Such paint marks shall be readily visible to any person approaching the land. Land posted as provided in this subsection shall be considered to be posted by written permission only as provided in subsection (a).
- (c) A person licensed to hunt or fur harvest who is following or pursuing a wounded animal on land as provided in this section posted without written permission of the landowner or person in lawful possession thereof shall not be in violation of this section while in such pursuit, except that the provisions of this subsection shall not authorize a person to remain on such land if instructed to leave by the owner or person in lawful possession of the land. Any person who fails to leave such land when instructed is subject to the provisions of subsection (b) of Section 6.22.
- (d) Violation of this section is a Class C violation. A second conviction of this section is a Class C violation in which the minimum fine is \$250. A third conviction of this section is a Class C violation in which the minimum fine is \$300. A fourth or subsequent conviction of this section is a Class C violation in which a minimum fine of \$400 shall be imposed and a minimum of 7 days' imprisonment shall be served. Any conviction of this section that occurred before July 1, 2005, shall not be considered for purposes of this section. (K.S.A. 32-1013)

{Editor's note: The editor has chosen to not include penalties for violating the Kansas wildlife parks and tourism laws of this state or rules and regulations regarding big game and wild turkey.}

Sec. 6.22. Criminal Hunting.

- (a) Criminal hunting is knowingly hunting, shooting, fur harvesting, pursuing any bird or animal, or fishing:
 - (1) Upon any land or non-navigable body of water of another, without having first obtained permission of the owner or person in possession of such premises;
 - (2) Upon or from any public road, public road right-of-way or railroad right-of-way that adjoins occupied or improved premises, without having first obtained permission of the owner or person in possession of such premises; or
 - (3) Upon any land or non-navigable body of water of another person who knows such person is not authorized or privileged to do so, and:
 - (A) Such person remains therein and continues to hunt, shoot, fur harvest, pursue any bird or animal or fish in defiance of an order not to enter or to leave such premises or property personally communicated to such person by the owner thereof or other authorized person; or
 - (B) Such premises or property are posted in a manner consistent with K.S.A. 32-1013 and amendments thereto.
- (b) Criminal hunting as defined in:
 - (1) Subsection (a)(1) or (a)(2), is a Class C violation. Upon the first conviction thereof and in addition to any authorized sentence imposed by the court, such court may require the forfeiture of the convicted person's hunting, fishing, or fur harvesting license, or all, or, in any case where such person has a combination license, the court may require forfeiture of a part or all of such license and the court may order such person to refrain from hunting, fishing, or fur harvesting, or all, for up to one year from the date of such conviction. Upon any second or subsequent conviction of subsection (a)(1) or (a)(2), in addition to any authorized sentence imposed by the court, such court shall require the forfeiture of the convicted person's hunting,

fishing, or fur harvesting license, or all, or in any case where such person has a combination license, the court shall require the forfeiture of a part or all of such license and the court shall order such person to refrain from hunting, fishing, or fur harvesting, or all, for one year from the date of such conviction. A person licensed to hunt and following or pursuing a wounded game bird or animal upon any land of another without permission of the landowner or person in lawful possession thereof shall not be deemed to be in violation of this provision while in such pursuit, except that this provision shall not authorize a person to remain on such land if instructed to leave by the owner thereof or other authorized person. For the purpose of determining whether a conviction is a first, second or subsequent conviction of subsection (a)(1) or (a)(2), **conviction** or **convicted** includes being convicted of a violation of subsection (a) of K.S.A. 21-3728, prior to its repeal, or subsection (a)(1) or (a)(2); and

- (2) Subsection (a)(3) is a Class B violation. Upon the first conviction or a diversion agreement of subsection (a)(3), in addition to any authorized sentence imposed by the court, the court shall require forfeiture of such person's hunting, fishing or fur harvesting license, or all, or in the case where such person has a combination license, the court shall require forfeiture of a part or all of such license for six months. Upon the second conviction of subsection (a)(3), in addition to any authorized sentence imposed by the court, such court shall require the forfeiture of the convicted person's hunting, fishing, or fur harvesting license, or all, or in the case where such person has a combination license, the court shall require forfeiture of a part or all of such license for one year. Upon the third or subsequent conviction of subsection (a)(3), in addition to any authorized sentence imposed by the court, such court shall require forfeiture of convicted person's hunting, fishing or fur harvesting license, or all, or in the case where such person has a combination license, the court shall require forfeiture of a part or all of such license for five years. For the purpose

of determining whether a conviction is a first, second, third or subsequent conviction of subsection (a)(3), conviction or convicted includes being convicted of a violation of subsection (b) of K.S.A. 21-3728, prior to its repeal, or subsection (a)(3).

- (c) The court shall notify the department of wildlife and parks of any conviction or diversion for criminal hunting. (K.S.A. 21-5810)

Sec. 6.23. Unlawful Use of a Recording Device.

- (a) Unlawful use of a recording device is knowingly operating, in a motion picture theater, while a motion picture is being exhibited, an audiovisual recording function of a device without the consent of the owner or lessee of such theater.
- (b) This section shall not apply to a person operating an audiovisual recording device as part of such person's lawfully authorized investigative, law enforcement, protective or intelligence gathering duties as a lawfully authorized investigative, law enforcement, protective, or intelligence gathering employee or agent of the state or federal government.
- (c) The owner or lessee of a motion picture theater where a motion picture is being exhibited, or the authorized agent or employee thereof, who alerts law enforcement authorities of an alleged violation of subsection (a), and amendments thereto, shall not be liable in any civil action arising out of measures taken by such owner, lessee, agent, or employee in the course of subsequently detaining a person that the owner, lessee, agent, or employee in good faith believed to have violated subsection (a), and amendments thereto, while awaiting the arrival of law enforcement authorities, unless the plaintiff can show by clear and convincing evidence that such measures were manifestly unreasonable or the period of detention was unreasonably long.
- (d) Unlawful use of a recording device is a Class A violation on conviction of the first offense.
(K.S.A. 51-301:302)

Sec. 6.23.1. Unlawful Use of Recordings.

(a) Unlawful use of recordings is:

- (1) Knowingly, and without the consent of the owner, duplicating or causing to be duplicated any sounds recorded on a phonograph record, disc, wire, tape, film or other article on which sounds are recorded, or recording or causing to be recorded any live performance, with the intent to sell, rent or cause to be sold or rented, any such duplicated sounds or any such recorded performance, or to give away such duplicated sounds or recorded performance as part of a promotion for any product or service;
- (2) Distributing or possessing with the intent to distribute, any article produced in violation of subsection (a)(1) knowing or having reasonable grounds to know that such article was produced in violation of law;
- (3) Possessing any article produced in violation of subsection (a)(1) knowing or having reasonable grounds to know that such article was produced in violation of law; or
- (4) Knowingly selling, renting, offering for sale or rental, or possessing, transporting or manufacturing with intent to sell or rent, any phonograph record, audio or video disc, wire, audio or video tape, film or other article now known or later developed on which sounds, images, or both sounds and images are recorded or otherwise stored, unless the outside cover, box or jacket clearly and conspicuously discloses the name and address of the manufacturer of such recorded article.

(b) Unlawful use of recordings:

- (1) As defined in (a)(1) is a felony and as such shall be referred to the appropriate prosecuting authority;
- (2) As defined in subsection (a)(2) or (a)(4), is a class A nonperson violation if the offense involves fewer than seven audio visual recordings, or fewer than 100 sound recordings during a 180-day period; and
- (3) As defined in subsection (a)(3), is a Class B nonperson violation.

- (c) The provisions of subsection (a)(1) shall not apply to:
- (1) Any broadcaster who, in connection with or as part of a radio or television broadcast or cable transmission, or for the purpose of archival preservation, duplicates any such sounds recorded on a sound recording;
 - (2) Any person who duplicates such sounds or such performance for personal use, and without compensation for such duplication; or
 - (3) Any sounds initially fixed in a tangible medium of expression after February 15, 1972.
- (d) The provisions of subsections (a)(1) and (a)(3) shall not apply to any computer program or any audio or visual recording that is part of any computer program or to any article or device on which is exclusively recorded any such computer program.
- (e) As used in this section:
- (1) **Owner** means the person who owns the original fixation of sounds embodied in the master phonograph record, master disc, master wire, master tape, master film or other device used for reproducing sounds on phonograph records, discs, wires, tapes, films or other articles now known or later developed upon which sound is recorded or otherwise stored, and from which the duplicated recorded sounds are directly or indirectly derived, or the person who owns the right to record such live performance; and
 - (2) **Computer program** means a set of statements or instructions to be used directly or indirectly in a computer in order to bring about a certain result.
- (f) It shall be the duty of all law enforcement officers, upon discovery, to confiscate all recorded devices that do not conform to the provisions of this section and that are possessed for the purpose of selling or renting such recorded devices, and all equipment and components used or intended to be used to knowingly manufacture recorded devices that do not conform to the provisions of such section for the purpose of selling or renting such recorded devices. The nonconforming recorded devices that are possessed for the purpose of selling or renting such recorded

devices are contraband and shall be delivered to the district attorney for the county in which the confiscation was made, by court order, and shall be destroyed or otherwise disposed of, if the court finds that the person claiming title to such recorded devices possessed such recorded devices for the purpose of selling or renting such recorded devices. The equipment and components confiscated shall be delivered to the district attorney for the county in which the confiscation was made, by court order upon conviction, and may be given to a charitable or educational organization. (K.S.A. 21-5806)

Sec. 6.24. Commercial Fossil Hunting.

- (a) It is unlawful for any commercial fossil hunter to:
 - (1) Go upon the land of another in search of fossils unless the commercial fossil hunter has obtained the written authorization of the landowner to go upon such land for such purpose and when requesting such written authorization has identified oneself to the landowner as a commercial fossil hunter who intends to explore the land and sell any fossils of value found on the land. The written authorization shall state that the landowner has been informed of such intended activities by the commercial fossil hunter; or
 - (2) Remove a fossil from the land of another upon which the fossil is located unless the landowner is first provided with a description of the fossil and the landowner authorizes in writing the removal of the fossil.
- (b)
 - (1) Violation of subsection (a)(1) is a Class B nonperson Violation.
 - (2) Violation of subsection (a)(2) is a Class A nonperson Misdemeanor.
- (c) As used in this section:
 - (1) **Commercial fossil hunter** means an individual who goes upon the land of another in search of fossils with the intent to sell fossils of value found upon such land;

- (2) **Fossil** means any impression or trace of an animal or plant of a past geological age preserved in the earth's crust;
 - (3) **Landowner** means the record owner of the fee in real estate or the tenant of such owner who occupies such real estate, if so authorized by the owner; and
 - (4) **Land of another** means all real estate other than that owned or leased by any governmental entity or the commercial fossil hunter.
- (d) This section is supplemental to and not in lieu of any other ordinance of this city or law of this state relating to entering or remaining upon the land of another and relating to the removal of items of value from the property of another.
- (e) It shall not be a defense that the person did not know or have reason to know that such person was on the landowner's property. (K.S.A. 21-5811)

Sec. 6.25. Counterfeiting.

- (a) Counterfeiting is manufacturing, using, displaying, advertising, distributing or possessing with intent to distribute any item or services knowing such item or services bear or are identified by a counterfeit mark.
- (b) Counterfeiting is a class A nonperson violation, if the retail value of such item or service is less than \$1,000.
- (c) A person having possession, custody or control of more than 25 items bearing a counterfeit mark shall be presumed to possess such items with intent to distribute.
- (d) Any state or federal certificate of registration of any intellectual property shall be prima facie evidence of the facts stated therein.
- (e) As used in this section:
 - (1) **Counterfeit mark** means:
 - (A) Any unauthorized reproduction or copy of intellectual property; or
 - (B) Intellectual property affixed to any

item knowingly sold, offered for sale, manufactured or distributed, or identifying services offered or rendered, without the authority of the owner of the intellectual property;

- (2) **Intellectual property** means any trademark, service mark or trade name as such terms are defined in K.S.A. 81-202, and amendments thereto; and
 - (3) **Retail value** means the counterfeiter's regular selling price for the item or service bearing or identified by the counterfeit mark. In the case of items bearing a counterfeit mark which are components of a finished product, the retail value shall be the counterfeiter's regular selling price of the finished product on or in which the component would be utilized.
- (f) The quantity or retail value of items or services shall include the aggregate quantity or retail value of all items bearing, or services identified by, every counterfeit mark the defendant manufactures, uses, displays, advertises, distributes or possesses. (K.S.A. 21-5825)

Section 6.26. Automobile Master Key Violation.

- (a) Automobile master key violation is:
- (1) Selling or offering to sell a motor vehicle master key knowing it to be designed to fit the ignition switch of more than one motor vehicle; or
 - (2) Possession of a motor vehicle master key designed to fit the ignition switch of more than one motor vehicle by a person knowing it to be such a key.
- (b) Automobile master key violation is a Class C misdemeanor.
- (c) The provisions of this section shall not apply to a:
- (1) Law enforcement officer;
 - (2) person who is regularly carrying on the business of garage proprietor or locksmith;
 - (3) Owner of two or more vehicles who possess such motor vehicle master key for any or all of

- the motor vehicles so owned; or
- (4) Person who sells a motor vehicle master key to a person described in subsection (c)(3). (K.S.A. 21-5833)

Article 7. Offenses Affecting Governmental Functions

Sec. 7.1. Reserved for Future Use.

Sec. 7.2. Interference with Law Enforcement.

- (a) Interference with law enforcement is:
- (1) Falsely reporting to a law enforcement officer, law enforcement agency, or state investigative agency:
 - (A) That a particular person has committed a crime, knowing that such information is false and intending that the officer or agency shall act in reliance upon such information;
 - (B) That a law enforcement officer has committed a crime or committed misconduct in the performance of such officer's duties, knowing that such information is false and intending that the officer or agency shall act in reliance upon such information; or
 - (C) Any information, knowing that such information is false and intending to influence, impede or obstruct such officer's or agency's duty.
 - (2) Concealing, destroying or materially altering evidence with the intent to prevent or hinder the apprehension or prosecution of any person; or
 - (3) Knowingly obstructing, resisting or opposing any person authorized by law to serve process in the service or execution or in the attempt to serve or execute any writ, warrant, process or order of a court, or in the discharge of any official duty.
- (b) Interference with law enforcement is a Class A violation. (K.S.A. 21-5904)

Sec. 7.3. Escape from Custody.

- (a) Escape from custody is escaping while held in custody on a:
- (1) Charge, conviction of or arrest for a misdemeanor or a code violation;
 - (2) Charge, adjudication or arrest as a juvenile offender where the act, if committed by an adult, would constitute a misdemeanor or a code violation; or
 - (3) Commitment to the state security hospital as provided in K.S.A. 22-3428, and amendments thereto, based on a finding that the person committed an act constituting a misdemeanor or by a person 18 years of age or over who is being held in custody on an adjudication of a misdemeanor or a code violation.
- (b) As used in this section:
- (1) **Custody** means arrest; detention in a facility for holding persons charged with or convicted of offenses or charged or adjudicated as a juvenile offender; detention for extradition or deportation; detention in a hospital or other facility pursuant to court order, imposed as a specific condition of probation or parole or imposed as a specific condition of assignment to a community correctional services program; commitment to the state security hospital as provided in K.S.A. 22-3428, and amendments thereto; or any other detention for law enforcement purposes. **Custody** does not include general supervision of a person or probation on parole or constraint incidental to release on bail.
 - (2) **Escape** means departure from custody without lawful authority or failure to return to custody following temporary leave lawfully granted pursuant to express authorization of law, order of a court; or a custodial official authorized to grant such leave.
 - (3) **Juvenile Offender** means the same as in K.S.A. 38-2302, and amendments thereto; and
 - (4) **State Correctional Institution** means the same as in K.S.A. 75-5202, and amendments thereto.

- (c) As used in this section, the term **charge** shall not require that the offender was held on a written charge contained in a complaint, information or indictment, if such offender was arrested prior to such offender's escape from custody.
- (d) Escape from custody is a Class A violation.
(K.S.A. 21-5911)

Sec. 7.4. Interference With the Judicial Process.

- (a) Interference with the judicial process is:
 - (1) Committing any of the following acts, with intent to influence, impede or obstruct the finding, decision, ruling, order, judgment or decree of such judicial officer or prosecutor on any matter then pending before the officer or prosecutor:
 - (A) Communicating in any manner a threat of violence to any judicial officer or any prosecutor;
 - (B) Harassing a judicial officer or a prosecutor by repeated vituperative communication; or
 - (C) Picketing, parading or demonstrating near such officer's or prosecutor's residence or place of abode;
 - (2) Picketing parading or demonstrating in or near a building housing a judicial officer or a prosecutor with intent to impede or obstruct the finding, decision, ruling, order, judgment or decree of such judicial officer or prosecutor on any matter then pending before the officer or prosecutor;
 - (3) Knowingly accepting or agreeing to accept anything of value as consideration for a promise:
 - (A) Not to initiate or aid in the prosecution of a person who has committed a crime; or
 - (B) To conceal or destroy evidence of a crime;
 - (4) Knowingly or intentionally in any criminal proceeding or investigation:
 - (A) Inducing a witness or informant to withhold or unreasonably delay in producing any testimony, information, document or thing;

- (B) Withholding or unreasonably delaying in producing any testimony, information, document or thing after a court orders the production of such testimony, information, document or thing;
 - (C) Altering, damaging, removing or destroying any record, document or thing, with the intent to prevent it from being produced or used as evidence; or
 - (D) Making, presenting or using a false record, document or thing with the intent that the record, document or thing, material to such criminal proceeding or investigation, appear in evidence to mislead a justice, judge, magistrate, master or law enforcement officer; or
- (5) Knowingly making available by any means personal information about a judge or the judge's immediate family member, if the dissemination of the personal information poses an imminent and serious threat to the judge's safety or the safety of such judge's immediate family member, and the person making the information available knows or reasonably should know of the imminent and serious threat.
- (b) Nothing in this section shall limit or prevent the exercise by any court of this state of its power to punish for contempt.
- (c) As used in this section:
- (1) **Immediate family member** means a judge's spouse, child, parent or any other blood relative who lives in the same residence as such judge.
 - (2) **Judge** means any duly elected or appointed justice of the supreme court, judge of the court of appeals, judge of any district court of Kansas, district magistrate judge or municipal court judge.
 - (3) **Personal information** means a judge's home address, home telephone number, personal mobile telephone number, pager number, personal e-mail address, personal photograph, immediate family member photograph, photograph of the judge's home, and information about the judge's motor vehicle, any immediate family member's motor vehicle, any immediate

family member's place of employment, any immediate family member's child care or day care facility and any immediate family member's public or private school that offers instruction in any or all of the grades kindergarten through 12.

- (d) Interference with the judicial process is a Class A violation, except that a second or subsequent conviction of section (a)(5) is a severity level 9, person felony and will be referred to the appropriate prosecuting authority. (K.S.A. 21-5905)

Sec. 7.5. Reserved for Future Use.

Sec. 7.6. Performance of Unauthorized Official Act.

- (a) Performance of an unauthorized official act is knowingly and without lawful authority:
 - (1) Conducting a marriage ceremony; or
 - (2) Certifying an acknowledgment of the execution of any document which by law may be recorded.
- (b) Performance of an unauthorized official act is a Class B violation. (K.S.A. 21-5919)

Sec. 7.7. Simulating Legal Process.

- (a) Simulating legal process is:
 - (1) Distributing to another any document which simulates or purports to be, or is designed to cause others to believe it to be, a summons, petition, complaint or other legal process, with the intent to mislead the recipient and cause the recipient to take action in reliance thereon; or
 - (2) Printing or distributing any such document, knowing that it shall be so used.
- (b) This section shall not apply to the printing or distribution of blank forms of legal documents intended for actual use in judicial proceedings.
- (c) Simulating legal process is a Class A violation. (K.S.A. 21-5907)

Sec. 7.8. Tampering With Public Record.

- (a) Tampering with a public record is knowingly and without lawful authority altering, destroying, defacing, removing or concealing any public record.
- (b) Tampering with a public record is a Class A violation.
(K.S.A. 21-5920)

Sec. 7.9. Tampering With Public Notice.

- (a) Tampering with public notice is knowingly and without lawful authority altering, defacing, destroying, removing or concealing any public notice posted according to law, during the time such notice is required or authorized to remain posted.
- (b) Tampering with a public notice is a Class C violation.
(K.S.A. 21-5921)

Sec. 7.10. False Signing of Petition.

- (a) False signing of a petition is knowingly affixing any fictitious or unauthorized signature to any petition, memorial or remonstrance, intended to be presented to the legislature, or either house thereof, or to any agency or officer of the State of Kansas or any of its political subdivisions.
- (b) False signing of a petition is a Class C violation.
(K.S.A. 21-5916)

Sec. 7.11. False Impersonation.

- (a) False impersonation is representing oneself to be a public officer or public employee or a person licensed to practice or engage in any profession or vocation for which a license is required by the laws of the State of Kansas, with knowledge that such representation is false.
- (b) False impersonation is a Class B violation.
(K.S.A. 21-5917)

Sec. 7.12. Interference; Conduct, Public Business in Public Building.

- (a) Interference with the conduct of public business in public buildings is:
 - (1) Conduct at or in any public building owned, operated or controlled by the state or any of its political subdivisions so as to knowingly deny to any public official, public employee, or any invitee on such premises, the lawful rights of such official, employee, or invitee to enter, to use the facilities or to leave any such public building;
 - (2) Knowingly impeding any public official or employee in the lawful performance of duties or activities through the use of restraint, abduction, coercion, or intimidation or by force and violence or threat thereof;
 - (3) Knowingly refusing or failing to leave any such public building upon being requested to do so by the chief administrative officer, or such officer's designee, charged with maintaining order in such public building, if such person is committing, threatens to commit, or incites others to commit, any act which did or would if completed, disrupt, impair, interfere with, or obstruct the lawful missions, processes, procedures or functions being carried on in such public building;
 - (4) Knowingly impeding, disrupting or hindering the normal proceedings of any meeting or session conducted by any judicial or legislative body or official at any public building by any act of intrusion into the chamber or other areas designated for the use of the body or official conducting such meeting or session, or by any act designed to intimidate, coerce or hinder any member of such body or any official engaged in the performance of duties at such meeting or session; or
 - (5) Knowingly impeding, disrupting or hindering, by any act of intrusion into the chamber or other areas designed for the use of any executive body or official, the normal proceedings of such body or official.

- (b) Interference with the conduct of public business in public buildings is a Class A violation. (K.S.A. 21-5922)

Sec. 7.13. Interference With Police Dogs.

- (a) It shall be unlawful for any person to strike, abuse, tease, harass, or assault any dog being used by the city for the purpose of performing the duties of a police dog regardless of whether the dog is on duty or off.
- (b) It shall be unlawful for any person to interfere with a dog being used by the police department or attempt to interfere with the handler of the dog in such a manner as to inhibit, restrict or deprive the handler of his or her control of the dog.
- (c) Violation of this section is a Class C violation.

Sec. 7.14. Electioneering.

- (a) Electioneering is knowingly attempting to persuade or influence eligible voters to vote for or against a particular candidate, party or question submitted. Electioneering includes wearing, exhibiting or distributing labels, signs, posters, stickers or other materials that clearly identify a candidate in the election or clearly indicates support or opposition to a question submitted election within any polling place on election day or advance voting site during the time period allowed by law for casting a ballot by advance voting or within a radius of 250 feet from the entrance thereof. Electioneering shall not include bumper stickers affixed to a motor vehicle that is used to transport voters to a polling place or to an advance voting site for the purpose of voting.
- (b) Electioneering is a Class C violation. (K.S.A. 25-2430)

Sec. 7.15. Intimidation of a Witness or Victim.

- (a) Intimidation of a witness or victim is preventing or dissuading, or attempting to prevent or dissuade, with an intent to vex, annoy, harm or injure in any way another person or an intent to thwart or interfere in any manner with the orderly administration of justice:
 - (1) Any witness or victim from attending or giving testimony at any civil or criminal trial, proceeding or inquiry authorized by law; or
 - (2) Any witness, victim or person acting on behalf of a victim from:
 - (A) Making any report of the victimization of a victim to any law enforcement officer, prosecutor, probation officer, parole officer, correctional officer, community correctional services officer, judicial officer, the secretary for children and families, the secretary for aging and disability services, or any agent or representative of either secretary, or any person required to make a report pursuant to K.S.A. 38-2223, and amendments thereto;
 - (B) Causing a complaint, indictment or information to be sought and prosecuted or causing a violation of probation, parole or assignment to a community correctional services program to be reported and prosecuted, and assisting in its prosecution;
 - (C) Causing a civil action to be filed and prosecuted and assisting in its prosecution; or
 - (D) Arresting or causing or seeking the arrest of any person in connection with the victimization of a victim.
- (b) Intimidation of a witness or victim is a Class B person violation.

(c) As used in this section

(1) **Victim** means any individual:

- (A) Against whom any crime under the laws of this state, any other state or the United States is being, has been or is attempted to be committed; or
- (B) Who suffers a civil injury or loss; and

(2) **Witness** means any individual:

- (A) Who has knowledge of the existence or nonexistence of facts relating to any civil or criminal trial, proceeding or inquiry authorized by law;
- (B) Whose declaration under oath is received or has been received as evidence for any purpose;
- (C) Who has reported any crime or any civil injury or loss to any law enforcement officer, prosecutor, probation officer, parole officer, correctional officer, community correctional services officer or judicial officer;
- (D) Who has been served with a subpoena issued under the authority of a municipal court or any court or agency of this state, any other state or the United States; or
- (E) Who is believed by the offender to be an individual described in this subsection.
(K.S.A. 21-5908; 21-5909)

Sec. 7.16. Obstructing Apprehension or Prosecution.

- (a) Obstructing apprehension or prosecution is knowingly harboring, concealing or aiding any person who has committed or who has been charged with committing a misdemeanor under the laws of this state or an ordinance violation under the code of this city, other than a violation of K.S.A. 22-4903, and amendments thereto, or a misdemeanor under the laws of another state or the United States with intent that such person shall avoid or escape from arrest, trial, conviction or punishment for such offense.
- (b) Obstructing apprehension or prosecution is a Class C Violation. (K.S.A. 21-5913)

Article 7A. Crimes Affecting Public Trust

Sec. 7A.1. Official Misconduct.

- (a) Official misconduct is any of the following acts committed by a public officer or employee in the officer or employee's public capacity or under color of the officer or employee's office or employment:
 - (1) Knowingly using or authorizing the use of any aircraft, as defined by K.S.A. 3-201, and amendments thereto, vehicle, as defined by K.S.A. 8-1485, and amendments thereto, or vessel, as defined by K.S.A. 32-1102, and amendments thereto, under the officer's or employee's control or direction, or in the officer's or employee's custody, exclusively for the private benefit or gain of the officer or employee or another;
 - (2) Knowingly failing to serve civil process when required by law;
 - (3) Using confidential information acquired in the course of and related to the officer's or employee's office or employment for the private benefit or gain of the officer or employee or another or to intentionally cause harm to another;
 - (4) Except as authorized by law, with the intent to reduce or eliminate competition among bidders or prospective bidders on any contract or proposed contract:
 - (A) Disclosing confidential information regarding proposals or communications from bidders or prospective bidders on any contract or proposed contract;
 - (B) Accepting any bid or proposal on a contract or proposed contract after the deadline for acceptance of such bid or proposal; or
 - (C) Altering any bid or proposal submitted by a bidder on a contract or proposed contract;
 - (5) Except as authorized by law, knowingly destroying, tampering with or concealing evidence of a crime; or
 - (6) Knowingly submitting to a governmental entity a claim for expenses which is false or duplicates

expenses for which a claim is submitted to such governmental entity, another governmental or private entity.

- (b) (1) Official misconduct as defined in:
 - (A) Subsections (a)(1) through (a)(4) is a class A nonperson violation;
 - (B) Subsection (a)(5) is a class A nonperson violation if the evidence is evidence of a crime which is a misdemeanor; and
 - (C) subsection (a)(6) is a class A nonperson violation if the claim is less than \$1,000. If the claim is more than \$1,000 the offense is classified by state law as a felony and will be referred to the appropriate prosecuting authority.
- (2) Upon conviction of official misconduct a public officer or employee shall forfeit such officer or employee's office or employment.
- (c) The provisions of subsection (a)(1) shall not apply to any use of persons or property which:
 - (1) At the time of the use, is authorized by law or by formal written policy of the governmental entity; or
 - (2) Constitutes misuse of public funds, as defined in K.S.A. 21-6005, and amendments thereto.
- (d) As used in this section, "confidential" means any information that is not subject to mandatory disclosure pursuant to K.S.A. 45-221, and amendments thereto. (K.S.A 21-6002)

Sec. 7A.2. Compensation for Past Official Acts.

- (a) Compensation for past official acts is intentionally giving or offering to give to any public officer or employee any benefit, reward or consideration for having given, in such official capacity as public officer or employee, a decision, opinion, recommendation or vote favorable to the person giving or offering such benefit, reward or consideration, or for having performed an act of official misconduct.
- (b) Compensation for past official acts is a class B nonperson violation.

(c) Subsection (a) shall not apply to the following:

- (1) Gifts or other benefits conferred on account of kinship or other personal, professional or business relationships independent of the official status of the receiver; or
- (2) Trivial benefits incidental to personal, professional or business contacts and involving no substantial risk of undermining official impartiality. (K.S.A. 21-6003)

Sec. 7A.3. Presenting a False Claim; Permitting a False Claim.

- (a) Presenting a false claim is, with the intent to defraud, presenting a claim or demand which is false in whole or in part, to a public officer or body authorized to audit, allow or pay such claim.
- (b) Permitting a false claim is the auditing, allowing or paying of any claim or demand made upon the state or any subdivision thereof or other governmental instrumentality within the state by a public officer or public employee who knows such claim or demand is false or fraudulent in whole or in part.
- (c)
 - (1) Presenting a false claim or permitting a false claim for less than \$1,000 is a class A nonperson violation. Any claims over \$1,000 are considered felony violations under state law and will be referred to the appropriate prosecuting authority.
 - (2) Upon conviction of permitting a false claim, a public officer or public employee shall forfeit the officer or employee's office or employment. (K.S.A. 21-6004)

Sec. 7A.4. Misuse of Public Funds.

- (a) Misuse of public funds is knowingly using, lending or permitting another to use public money in a manner not authorized by law, by a custodian or other person having control of public money by virtue of such person's official position.
- (b)
 - (1) Misuse of public funds where the aggregate amount of money paid or claimed in violation of this section is a class A nonperson violation if the amount is less than \$1,000. If the amount

is more than \$1,000 the offense is considered a felony under state law and will be referred to the appropriate prosecuting authority.

- (2) Upon conviction of misuse of public funds, the convicted person shall forfeit the person's official position.
- (c) As used in this section, "public money" means any money or negotiable instrument which belongs to the state of Kansas or any political subdivision thereof. (K.S.A. 21-6005)

Article 8. Crimes Involving Violation of Personal Rights.

Sec. 8.1. Denial of Civil Rights.

- (a) Denial of civil rights is intentionally denying to another, on account of the race, color, ancestry, national origin, age, sex, physical handicap or religion of such other the full and equal:
 - (1) The full and equal use and enjoyment of the services, facilities, privileges and advantages of any institution, department or agency of the State of Kansas or any political subdivision or municipality thereof;
 - (2) The full and equal use and enjoyment of the goods, services, facilities, privileges, advantages and accommodations of any establishment which provides lodging to transient guests for hire; of any establishment which is engaged in selling food or beverage to the public for consumption upon the premises; or of any place of recreation, amusement, exhibition or entertainment which is open to members of the public
 - (3) The full and equal use and enjoyment of the services, privileges and advantages of any facility for the public transportation of persons or goods;
 - (4) The full and equal use and enjoyment of the services, facilities, privileges, and advantages of any establishment which offers personal or professional services to members of the public; or

- (5) The full and equal exercise of the right to vote in any election held pursuant to the laws of Kansas.
- (b) Denial of civil rights is a Class A violation. (K.S.A. 21-6102)

Sec. 8.2. Unlawful Disclosure of Tax Information.

- (a) Unlawful disclosure of tax information is recklessly disclosing or using for commercial purposes any information obtained in the business of preparing federal or state income tax returns or in the business of assisting taxpayers in preparing such returns, unless such disclosure is:
 - (1) Consented to by the taxpayer in a separate, written document;
 - (2) Expressly authorized by state or federal law;
 - (3) Necessary to the preparation of the return; or
 - (4) Pursuant to an order of any court of competent jurisdiction.
- (b) Unlawful disclosure of tax information is a class A nonperson violation.
- (c) For the purposes of this section, a person is engaged in the business of preparing federal or state income tax returns or in the business of assisting taxpayers in preparing such returns if the person does either of the following:
 - (1) Advertises or gives publicity to the effect that such person prepares or assists others in the preparation of state or federal income tax returns; or
 - (2) Prepares or assists others in the preparation of state or federal income tax returns for compensation.
- (d) Contacting a taxpayer to obtain the taxpayer's written consent to disclosure does not constitute a violation of this section. (K.S.A. 21-6104)

Sec. 8.3. Unjustifiably Exposing a Convicted or Charged Person.

- (a) Unjustifiably exposing a convicted or charged person is unjustifiably communicating or threatening to communicate to another any oral or written statement that any person has been charged with or convicted of a felony, with intent to interfere with the employment or business of the person so charged or convicted.
- (b) Unjustifiably exposing a convicted or charged person is a Class B nonperson violation.
- (c) This section shall not apply to any person or organization who furnishes information about a person to another person or organization requesting the same. (K.S.A. 21-6105)

Article 9. Offenses Against Public Peace

Sec. 9.1. Disorderly Conduct.

- (a) Disorderly conduct is one or more of the following acts that the person knows or should know will alarm, anger or disturb others or provoke an assault or other breach of the peace:
 - (1) Brawling or fighting;
 - (2) Disturbing an assembly, meeting or procession, not unlawful in its character; or
 - (3) Using fighting words or engaging in noisy conduct tending reasonably to arouse alarm, anger or resentment in others.
- (b) Disorderly conduct is a Class C violation.
(K.S.A. 21-6203)

Sec. 9.2. Unlawful Assembly; Remaining at an Unlawful Assembly.

- (a) Unlawful assembly is:
 - (1) The meeting or coming together of not less than five persons with the intent to engage in conduct constituting;

- (A) Disorderly conduct, as defined by Section 9.1 of this article; or
 - (B) A riot, as defined by Section 9.4 of this article; or
 - (2) When a lawful assembly of not less than five persons, agreeing to engage in conduct constituting disorderly conduct or riot.
- (b) Remaining at an unlawful assembly is intentionally failing to depart from the place of an unlawful assembly after being directed to leave by a law enforcement officer.
- (c) Penalties.
- (1) Unlawful assembly is a Class B violation.
 - (2) Remaining at an unlawful assembly is a Class A violation. (K.S.A. 21-6202)

Sec. 9.3. Reserved for Future Use.

Sec. 9.4. Riot.

- (a) Riot is five or more persons acting together and without lawful authority engaging in any:
- (1) Use of force or violence which produces a breach of the public peace; or
 - (2) Threat to use such force or violence against any person or property if accompanied by power or apparent power of immediate execution.
- (b) Riot is a Class A violation. (K.S.A. 21-6201)

Sec. 9.5. Maintaining or Permitting a Public Nuisance.

- (a) Maintaining a public nuisance is knowingly causing or permitting a condition to exist which injures or endangers the public health, safety or welfare.
- (b) Permitting a public nuisance is knowingly permitting property under the control of the offender to be used to maintain a public nuisance, as defined in Subsection (a).
- (c) Maintaining or permitting a public nuisance is a Class C violation. (K.S.A. 21-6204)

Sec. 9.6. Reserved for Future Use.

Sec. 9.7. Making an Unlawful Request for Emergency Service Assistance.

- (a) Making an unlawful request for emergency service assistance is: Transmitting or communicating false or misleading information in any manner to request emergency service assistance including law enforcement, fire, medical or other emergency service, knowing at the time of such request there is no reasonable ground for believing such assistance is needed.
- (b) An offender who violates the provisions of this section may also be prosecuted for, convicted of, and punished for interference with law enforcement. (Section 7.2)
- (c) Making an unlawful request for emergency service assistance is a Class A violation. (K.S.A. 21-6207)

{Editor's Note: The 2018 Kansas Legislature amended K.S.A. 21-6207 in HB 2581. The amendment makes it a felony if the request for emergency service assistance made by the person includes false information that violent criminal activity or immediate threat to a person's life or safety or the public safety is taking place. The amendment also increased the felony level if bodily harm or great bodily harm results from the response.}

Sec. 9.8. Criminal Desecration.

- (a) Criminal desecration is:
 - (1) Knowingly obtaining or attempting to obtain unauthorized control of a dead body or remains of any human being or the coffin, urn or other article containing a dead body or remains of any human being;
 - (2) Recklessly by means other than by fire or explosive:
 - (A) Damaging, defacing or destroying the flag, ensign or other symbol of the United States or this state in which another has a property interest without the consent of such other person;

- (B) Damaging, defacing or destroying any public monument or structure;
 - (C) Damaging, defacing or destroying any tomb, monument, memorial, marker, grave, vault, crypt gate, tree, shrub, plant or any other property in a cemetery; or
 - (D) Damaging, defacing or destroying any place of worship.
- (b) (1) Criminal desecration as described in subsections (a)(2)(B), (a)(2)(C) and (a)(2)(D) is a Class A violation if the property is damaged to the extent of less than \$1,000.
- (2) Criminal desecration as described in subsections (a)(1) and (a)(2)(A) is a Class A violation. (K.S.A. 21-6205)

Sec. 9.9. Unlawful Abuse of Toxic Vapors.

- (a) Unlawful abuse of toxic vapors is possessing, buying, using, smelling, or inhaling toxic vapors with the intent of causing a condition of euphoria, excitement, exhilaration, stupefaction, or dulled senses of the nervous system.
- (b) This section shall not apply to the inhalation of anesthesia or other substances for medical or dental purposes.
- (c) In a prosecution for a violation of this section, evidence that a container lists one or more of the substances which are defined as a toxic vapors in K.S.A. 21-5712(e) as one of its ingredients shall be *prima facie* evidence that the substance in such container contains toxic vapors.
- (d) Unlawful abuse of toxic vapors is a Class B violation. In addition to any sentence or fine imposed, the court shall enter an order which requires that the person enroll in and successfully complete an alcohol and drug safety action education program, treatment program or both such programs as provided in K.S.A. 8-1008, and amendments thereto. (K.S.A. 21-5712)

Sec. 9.9.1. Unlawful Possession of Marijuana and Tetrahydrocannabinols.

- (a) Except as authorized by the Uniform Controlled Substance Act, K.S.A. 65-4101 *et seq.*, and amendments thereto, it shall be unlawful for any person to possess or have under such person's control marijuana, as designated in K.S.A. 65-4105(d), and amendments thereto, or tetrahydrocannabinols, as designated in K.S.A. 65-4105(h), and amendments thereto.
- (b) Penalty. Violations of subsection (a) is a Class B violation for a first offense and a class A violation if the person has a prior conviction under K.S.A. 65-4162, prior to its repeal, under substantially similar offense from another jurisdiction, or under any city ordinance or county resolution for a substantially similar offense.
- (c) It shall be an affirmative defense to prosecution under this section arising out of a person's possession of any cannabidiol treatment preparation if the person:
 - (1) Has a debilitating medical condition, as defined in section 1, and amendments thereto, or is the parent or guardian of a minor child who has such debilitating medical condition;
 - (2) Is possessing a cannabidiol treatment preparation, as defined in section 1, and amendments thereto, that is being used to treat such debilitating medical condition; and
 - (3) Has possession of a letter, at all times while the person has possession of the cannabidiol treatment preparation, that:
 - (A) Shall be shown to a law enforcement officer on such officer's request;
 - (B) Is dated within the preceding 15 months and signed by the physician licensed to practice medicine and surgery in Kansas who diagnosed the debilitating medical condition;
 - (C) Is on such physician's letterhead; and
 - (D) Identifies the person or the person's minor child as such physician's patient and identifies the patient's debilitating medical condition. (K.S.A. 21-5706)

{Editor's Note: If an individual has two or more prior convictions for violations of section 9.9.1, or for a substantially similar offense under Kansas law or other jurisdiction, violations are considered a felony under state law over which municipal courts have no jurisdiction, as such, violations should be referred to the appropriate prosecuting authority. they cannot be prosecuted in municipal court}.

Sec. 9.9.2. Possession of Drug Paraphernalia and Certain Drug Precursors.

- (a) No person shall use or possess with intent to use any drug paraphernalia, as designated in K.S.A. 21-5701, to use, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of the Uniform Controlled Substances Act, K.S.A. 65-4101 et seq., and amendments thereto.
- (b) No person shall purchase, receive or otherwise acquire at retail any compound, mixture or preparation containing more than 3.6 grams of pseudoephedrine base or ephedrine base in any single transaction or any compound, mixture or preparation containing more than nine grams of pseudoephedrine base or ephedrine base within any 30-day period.
- (c) No person shall distribute, possess with intent to distribute or manufacture with intent to distribute any drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to use, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of K.S.A. 21-5706, and amendments thereto.
- (d) Penalty.
 - (1) Violation of subsection (a) is a Class B violation
 - (2) Violation of subsection (b) is a Class A violation
 - (3) Violation of subsection (c) is a Class A violation
- (e) In determining whether an object is drug paraphernalia, the finder of fact shall consider, in addition to all other logically relevant factors, the following:
 - (1) Statements of the owner or person in control of an object concerning its use;

- (2) Prior convictions, if any, of an owner or person in control of the object under any state or federal law relating to any controlled substance;
 - (3) The proximity of the object to controlled substances;
 - (4) The existence of any residue of controlled substances on the object;
 - (5) Direct or circumstantial evidence of the intent of an owner or person in control of an object, to deliver it to a person the owner or person in control of an object knows, or should reasonably know, intends to use the object to facilitate a violation of the Uniform Controlled Substances Act, K.S.A. 65-4101 et seq., and amendments thereto. The innocence of an owner or person in control of the object as to a direct violation of the Uniform Controlled Substances Act shall not prevent a finding that the object is intended for use as drug paraphernalia;
 - (6) Oral or written instructions provided with the object concerning its use;
 - (7) Descriptive materials accompanying the object which explain or depict its use;
 - (8) National and local advertising concerning the object's use; and
 - (9) The method and manner in which the object is displayed for sale, if applicable.
- (K.S.A. 21-5709; 21-5710; 21-5711)

Sec. 9.9.3. Unlawful Distribution of Controlled Substances.

- (a) No person shall distribute or possess with intent to distribute a controlled substance or a controlled substance analog designated in K.S.A. 65-4113 to anyone over the age of 18.
- (b) Violation of subsection (a) is a class A violation.
(K.S.A. 21-5705)

Sec. 9.9.4. Unlawful Possession of Controlled Substances.

- (a) No person shall possess any of the controlled substances or controlled substance analogs thereof found in K.S.A. 21-5706(b) and amendments thereto.
- (b) Violation of subsection (a) is a Class A violation.
(K.S.A. 21-5706)

{Editor's Note: Violations of K.S.A. 21-5704 subsections (b)(1) through (b)(5) or (b)(7) is a drug severity level 5 felony if that person has a prior conviction under such subsection, under K.S.A. 65-4162, prior to its repeal, under a substantially similar offense from another jurisdiction, or under any city ordinance or county resolution for a substantially similar offense if the substance involved was 3, 4 methylenedioxymethamphetamine (MDMA), marijuana as designated in K.S.A. 65-4105(d), and amendments thereto, or any substance designated in K.S.A. 65-4105(h), and amendments thereto, or an analog thereof. As these violations are considered felonies under state law over which municipal courts have no jurisdiction, they should be referred to the appropriate prosecuting authority}.

Sec. 9.9.5. Unlawful Possession of a Simulated Substance.

- (a) No person shall use or possess with intent to use any simulated controlled substance.
- (b) This is a Class A violation.
(K.S.A. 21-5713)

Sec. 9.9.6. Distribution of a Non-controlled Substance.

- (a) No person shall distribute or possess with the intent to distribute any substance, which is not a controlled substance, to a person who is over the age of eighteen:
 - (1) Upon an express representation that the substance is a controlled substance or that the substance is of such nature or appearance that the recipient will be able to distribute the substance as a controlled substance; or
 - (2) Under circumstances which would give a reasonable person reason to believe that the substance is a controlled substance.
- (b) Violation of subsection (a) is a Class A nonperson violation.

- (c) If any one of the following factors is established, there shall be a presumption that distribution of a substance was under circumstances which would give a reasonable person reason to believe that a substance is a controlled substance:
- (1) The substance was packaged in a manner normally used for the illegal distribution of controlled substances;
 - (2) The distribution of the substance included an exchange of or demand for money or other consideration for distribution of the substance and the amount of the consideration was substantially in excess of the reasonable value of the substance; or
 - (3) The physical appearance of the capsule or other material containing the substance is substantially identical to a specific controlled substance.
- (K.S.A. 21-5714)

Sec. 9.10. Harassment by Telecommunications Device.

- (a) Harassment by telecommunication device is the use of:
- (1) A telecommunications device to:
 - (A) Knowingly make or transmit any comment, request, suggestion, proposal, image or text which is obscene, lewd, lascivious, or indecent;
 - (B) Make or transmit a call, whether or not conversation ensues, with intent to abuse, threaten or harass a person at the receiving end;
 - (C) Make or transmit any comment, request, suggestion, proposal, image or text with intent to abuse, threaten or harass any person at the receiving end;
 - (D) Make or cause a telecommunications device to repeatedly ring or activate with intent to harass any person at the receiving end;
 - (E) Knowingly play any recording on a

- telephone, except recordings such as weather information or sports information when the number thereof is dialed, unless the person or group playing the recording shall be identified and state that it is a recording; or
- (F) Knowingly permit any telecommunications device under one's control to be used in violation of this paragraph.
- (2) Telefacsimile communication to send or transmit such communication to a court in the State of Kansas for a use other than court business, with no requirement of culpable mental state.
- (b) An offender who violates the provisions of this section may also be prosecuted for, convicted of, and punished for any other offense in sections 11.1 and 11.2.
- (c) Harassment by a telecommunication device is a Class A violation. (K.S.A. 21-6206)

Sec. 9.11. Unlawful Public Demonstration at a Funeral.

- (a) Engaging in a public demonstration at any public location within 150 feet of any entrance to any cemetery, church, mortuary or other location where a funeral is held or conducted, within one hour prior to the scheduled commencement of a funeral, during a funeral or within two hours following the completion of a funeral;
- (b) Knowingly obstructing, hindering, impeding or blocking another person's entry to or exit from a funeral; or
- (c) Knowingly impeding vehicles which are part of a funeral procession.
- (d) Violation of this section is a Class B violation. Each day on which a violation occurs shall constitute a separate offense. (K.S.A. 21-6106)

Sec. 9.12. Reserved for Future Use.

Sec. 9.13. Unlawful Posting of Political Pictures and Political Advertisements.

- (a) Unlawful posting of political pictures and political advertisements is knowingly putting up, affixing or fastening of either or both, a political picture or a political advertisement to a telegraph, telephone, electric light or power pole.
- (b) Unlawful posting of political pictures and political advertisements is a Class C violation. (K.S.A. 21-5820)

Article 10. Offenses Against Public Safety

Sec. 10.1. Criminal Use of Weapons.

- (a) Criminal use of weapons is knowingly:
 - (1) Selling, manufacturing, purchasing or possessing any bludgeon, sand club, or metal knuckles;
 - (2) Possessing with intent to use the same unlawfully against another, a dagger, dirk, billy, blackjack, slungshot, dangerous knife, straight-edged razor, throwing star, stiletto or any other dangerous or deadly weapon or instrument of like character;
 - (3) Setting a spring gun;
- (b) is a Class A violation;
- (c) Subsections (a)(1) and (a)(2) shall not apply to:
 - (1) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;
 - (2) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime, while acting within the scope of their authority;

- (3) Members of the armed services or reserve forces of the United States or the Kansas national guard while in the performance of their official duty; or
- (4) The manufacture of, transportation to, or sale of weapons to a person authorized under subsections (c)(1), (c)(2) and (c)(3) to possess such weapons.(K.S.A. 21-6301)

Sec. 10.1.1. Criminal Carrying of a Weapon.

- (a) Criminal carrying of a weapon is knowingly carrying:
 - (1) Any bludgeon, sandclub, metal knuckles or throwing star;
 - (2) Concealed on one's person, a billy, blackjack, slungshot or any other dangerous or deadly weapon or instrument of like character;
 - (3) On one's person or in any land, water or air vehicle, with intent to use the same unlawfully, a tear gas or smoke bomb or projector or any object containing a noxious liquid, gas or substance; or
- (b) Subsection (a) shall not apply to:
 - (1) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;
 - (2) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime, while acting within the scope of their authority;
 - (3) Members of the armed services or reserve forces of the United States or the Kansas national guard while in the performance of their official duty; or
 - (4) The manufacture of, transportation to, or sale of weapons to a person authorized under subsections (b)(1), (b)(2) and (b)(3) to possess such weapons.
- (c) Criminal carrying of a weapon is a Class A violation.
(K.S.A. 21-6302)

Sec. 10.2. Reserved for Future Use.

Sec. 10.3. Reserved for Future Use.

Sec. 10.3.1. Reserved for Future Use.

Sec. 10.4. Failure to Register Explosives.

- (a) Failure to register explosives is, with no requirement of a culpable mental state, the omission by:
 - (1) The seller of any explosive or detonating substance, to keep a register of every sale or other disposition of such explosives made by the seller as required by this section; or
 - (2) any person to whom delivery of any quantity of explosive or other detonating substance is made, to acknowledge the receipt thereof by signing the person's name in the register provided in subsection (c) on the page where the record of such delivery is entered.
- (b) Failure to register explosives as defined in:
 - (1) Subsection (a)(1) is a Class B nonperson violation; and
 - (2) subsection (a)(2) is a Class C violation.
- (c) The register of sales required by subsection (a)(1) shall contain the date of the sale or other disposition, the name, address, age and occupation of the person to whom the explosive is sold or delivered, the kind and amount of explosive delivered, the place at which it is to be used and for what purpose it is to be used. Such register and record of sale or other disposition shall be open for inspection by any law enforcement officer, mine inspector or fire marshal of this state for a period of not less than one year after the sale or other disposition. (K.S.A. 21-6311)

Sec. 10.5. Unlawful Discharge of a Firearm.

- (a) Unlawful discharge of a firearm is the reckless discharge of a firearm within or into the corporate limits of any city.

- (b) This section shall not apply to the discharge of any firearm within or into the corporate limits of any city if:
 - (1) The firearm is discharged in the lawful defense of one's person, another person or one's property;
 - (2) The firearm is discharged at a private or public shooting range;
 - (3) The firearm is discharged to lawfully take wildlife unless prohibited by the department of wildlife, parks and tourism or the governing body of the city;
 - (4) The firearm is discharged by authorized law enforcement officers, animal control officers or a person who has a wildlife control permit issued by the Kansas department of wildlife, parks and tourism;
 - (5) The firearm is discharged by special permit of the chief of police or by the sheriff when the city has no police department;
 - (6) The firearm is discharged using blanks; or
 - (7) The firearm is discharged in lawful self-defense or defense of another person against an animal attack.
- (c) Unlawful discharge of firearms is a Class B violation. (K.S.A. 21-6308a)

Sec. 10.6. Air Gun, Air Rifle, Bow and Arrow, Slingshot, BB Gun or Paintball Gun.

- (a) The unlawful operation of an air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun is the shooting, discharging or operating of any air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun, within the city, except within the confines of a building or other structure from which the projectiles cannot escape.
- (b) Unlawful operation of an air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun is a Class C violation.

Sec. 10.7. Seizure of Weapon.

The chief of police of the city or his or her duly authorized representative is hereby empowered to seize and hold any air gun, air rifle, bow and arrow, slingshot or BB gun used in violation of section 10.6 of this article, and is further empowered to seize and hold as evidence pending a hearing before a court of competent jurisdiction any air gun, air rifle, bow and arrow, slingshot or BB gun used in violation of Section 10.6.

Sec. 10.8. Unlawful Aiding, Abetting.

- (a) It shall be unlawful for any person to conspire to or aid and abet in the operation or discharging or causing to be operated or discharged any air gun, air rifle, bow and arrow, BB gun or slingshot except as provided in Section 10.6 within the city, whether individually or in connection with one or more persons or as principal, agent or accessory, and it is further unlawful for every parent or guardian of a minor child who willfully or knowingly permits or directs the operation or discharge of any air gun, air rifle, bow and arrow, BB gun or slingshot by such minor child within the city except as provided in Section 10.6 of this article.
- (b) Violation of this section is a Class C violation.

Sec. 10.9. Carrying Concealed Explosives.

- (a) Carrying concealed explosives is carrying any explosive or detonating substance on the person in a wholly or partly concealed manner.
- (b) Carrying concealed explosives is a Class A violation. (K.S.A. 21-6312)

Sec. 10.10. Endangerment.

- (a) Endangerment is recklessly exposing another person to a danger of great bodily harm or death.
- (b) Endangerment is a Class A violation. (K.S.A. 21-5429)

Sec. 10.11. Creating a Hazard.

- (a) Creating a hazard is recklessly:
 - (1) Storing or abandoning, in any place accessible to children, a container which has a compartment of more than one and one-half cubic feet capacity and a door or lid which locks or fastens automatically when closed and which cannot be easily opened from the inside, and failing to remove the door, lock, lid or fastening device on such container;
 - (2) Being the owner or otherwise having possession of property upon which a cistern, well or cesspool is located and failing to cover the same with protective covering of sufficient strength and quality to exclude human beings and domestic animals therefrom; or
 - (3) Exposing, abandoning or otherwise leaving any explosive or dangerous substance in a place accessible to children.
- (b) Creating a hazard is a Class B violation. (K.S.A. 21-6318)

Sec. 10.12. Unlawful Failure to Report a Wound.

- (a) Unlawful failure to report a wound is, with no requirement of a culpable mental state, the failure by an attending physician or other person to report such person's treatment of any of the following wounds, to the office of the chief of police of the city or the office of the sheriff of the county in which such treatment took place:
 - (1) Any bullet wound, gunshot wound, powder burn or other injury arising from or caused by the discharge of a firearm; or
 - (2) Any wound which is likely to or may result in death and is apparently inflicted by a knife, ice pick or other sharp or pointed instrument.
- (b) Unlawful failure to report a wound is a Class C violation. (K.S.A. 21-6319)

Sec. 10.13. Barbed Wire. It shall be unlawful for any person to construct, set up or maintain any barbed wire or barbed wire fence or enclosure within the city.

Violation of this section is a Class C violation.

Sec. 10.14. Operation of a Motorboat or Sailboat.

- (a) (1) No person born on or after January 1, 1989, shall operate on public waters of this city any motorboat or sailboat unless the person possesses a certificate of completion of an approved boater safety education course of instruction lawfully issued to such person as provided by K.S.A. 32-1101 *et seq.*
 - (2) No owner or person in possession of any motorboat or sailboat shall permit another person, who is subject to the requirements in subsection (a)(1), to operate such motorboat or sailboat unless such other person either:
 - (A) Has been lawfully issued a certificate of completion of an approved boater safety education course of instruction as provided by K.S.A. 32-1101 *et seq.*; or
 - (B) Is legally exempt from the requirements of subsection (a)(1).
 - (3) The requirement in subsection (a)(1), shall not apply to a person 21 years of age or older.
 - (4) The requirement in subsection (a)(1), shall not apply to a person operating a sailboat that does not have a motor and has an overall length of 16 feet, seven inches or less, while such person is enrolled in an instructor-led class.
- (b) The requirement in subsection (a)(1) shall not apply to a person operating a motorboat or sailboat accompanied by and under the direct and audible supervision of a person over 17 years of age who either:
- (1) Possesses a certificate of completion of an approved boater safety education course; or
 - (2) Is legally exempt from the requirements of subsection (a)(1).

- (c) No person who is charged with a violation of subsection (a)(1) shall be convicted of the violation if such person produces in court or in the office of the arresting officer a certificate of completion of an approved boater safety education course of instruction lawfully issued to such person and valid at the time of such person's arrest.
 - (d) As used in this section:
 - (1) **Owner** means a person, other than a lienholder, having the property in or title to a vessel. The term includes a person entitled to the use or possession of a vessel subject to an interest in another person, reserved or created by agreement and securing payment or performance of an obligation, but the term excludes a lessee under a lease not intended as security. (K.S.A. 32-1102(e))
 - (2) **Operate** means to navigate or otherwise use a motorboat or a vessel. (K.S.A. 32-1102(f))
- (K.S.A. 32-1139)

Sec. 10.15. Operating a Vessel Under the Influence of Alcohol or Drugs; Penalties.

- (a) No person shall operate or attempt to operate any vessel within this city while:
 - (1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, as defined in paragraph (1) of subsection (b) of K.S.A. 32-1130, and amendments thereto, is .08 or more;
 - (2) The alcohol concentration in the person's blood or breath, at the time or within three hours after the person operated or attempted to operate the vessel is .08 or more;
 - (3) The alcohol concentration in the person's blood or breath, at the time or within three hours after the person operated or attempted to operate the vessel is .02 or more and the person is less than 21 years of age;
 - (4) Under the influence of alcohol to a degree that renders the person incapable of safely operating a vessel;

- (5) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely operating a vessel; or
 - (6) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely operating a vessel.
- (b) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (c) No person shall operate or attempt to operate any vessel within this state for three months after the date of refusal of submitting to a test if such person refuses to submit to a test pursuant to K.S.A. 32-1132, and amendments thereto.
- (d) Except as provided by subsection (e), violation of this section is a violation punishable:
 - (1) On the first conviction, by imprisonment of not more than one year or a fine of not less than \$100 nor more than \$500, or both; and
 - (2) On the second or a subsequent conviction, by imprisonment for not less than 90 days nor more than one year and, in the court's discretion, a fine of not less than \$100 nor more than \$500.
- (e) Subsection (d) shall not apply to or affect a person less than 21 years of age who submits to a breath or blood alcohol test requested pursuant to K.S.A. 32-1132 and amendments thereto, and produces a test result of an alcohol concentration of .02 or greater but less than .08. Such person's boating privileges upon the first occurrence shall be suspended for 30 days and upon a second or subsequent occurrence shall be suspended for 90 days.
- (f) In addition to any other penalties prescribed by law or rule and regulation, any person convicted of a violation of this section shall be required to satisfactorily complete a boater safety education course of instruction before such person subsequently operates or attempts to operate any vessel.

- (g) As used in this section, **operate** means to navigate or otherwise use a motorboat or a vessel. (K.S.A. 32-1131)

Sec. 10.16. Throwing Objects.

- (a) It is unlawful for any person to:
- (1) Recklessly throw, push, pitch or otherwise cast any rock, stone or other object, matter or thing onto a street, road, highway, railroad right-of-way, or upon any vehicle, engine or car or any train, locomotive, railroad car, caboose, rail-mounted work equipment or rolling stock thereon;
 - (2) Violate subsection (a) and damage any vehicle, engine or car or any train, locomotive, railroad car, caboose, rail-mounted work equipment or rolling stock lawfully on the street, highway or railroad right-of-way by the thrown or cast rock, stone or other object.
- (b) Penalties.
- (1) Violation of subsection (a) is a Class B nonperson violation.
 - (2) Violation of subsection (b) is a Class A nonperson violation. (K.S.A. 21-5819)

Sec. 10.17. Tattooing or Body Piercing; Persons Under Age 18.

- (a) No person shall perform body piercing, cosmetic tattooing or tattooing on or to any person under 18 years of age without the prior written and notarized consent of the parent or court appointed guardian of such person and the person giving such consent must be present during the body piercing, cosmetic tattooing or tattooing procedure. The written permission and a copy of the letters of guardianship when such permission is given by a guardian, shall be retained by the person administering such body piercing, cosmetic tattooing or tattooing for a period of five years.
- (b) Violation of this section is a Class A violation. (K.S.A. 65-1953)

Sec. 10.18. Failure to Place or Maintain a Smoke Detector.

- (a) Every single-family residence shall have at least one smoke detector on every story of the dwelling unit.
- (b) Every structure which:
 - (1) Contains more than one dwelling unit; or
 - (2) Contains at least one dwelling unit and is a mixed-use structure, shall contain at least one smoke detector at the uppermost ceiling of each interior stairwell and on every story in each dwelling unit.
- (c) The owner of a structure shall supply and install all required smoke detectors. The owner of a structure shall test and maintain all smoke detectors except inside rental units, the occupant shall test and maintain all smoke detectors after taking possession of the dwelling unit.
- (d) The smoke detectors required in dwelling units in existence on January 1, 1999, may either be battery-powered or wired into the structure's electrical system, and need not be interconnected. The smoke detectors required in dwelling units constructed after January 1, 1999, shall be wired permanently into the structure's electrical system.
- (e) For purposes of this section, manufactured homes as defined in K.S.A. 58-4202, and amendments thereto, shall be subject to the federal, manufactured home construction and safety standards established pursuant to 42 U.S.C. § 5403 in lieu of the standards set forth herein. Owners and occupants of such manufactured homes shall be subject to the testing and maintenance standards for smoke detectors required under this section.
- (f) Officials responsible for the enforcement of this section shall not enter a dwelling unit solely for the purpose of determining compliance with the provisions of this section except when:

- (1) Conducting an inspection prior to the issuance of an occupancy permit or building permit;
 - (2) Responding to a report of a fire in a dwelling unit, except in cases of a false alarm; or
 - (3) Conducting, at the request of the owner or occupant, a home safety inspection.
- (g) Failure to place or maintain a smoke detector shall be an unclassified violation. Any fine imposed for a violation of this section shall not exceed \$25.
(K.S.A. 31-162:163)

Sec. 10.19. Sale of Medicines and Drugs Through Vending Machines.

- (a) Any person, firm or corporation who offers for sale, sells or distributes any prescription medicine, prescription-only drug, drug which contains ephedrine alkaloids, drug intended for human use by hypodermic injection or poison through or by means of any vending machine or other mechanical device, or who uses any vending machine in or for the sale or distribution of any prescription medicine, prescription-only drug, drug which contains ephedrine alkaloids, drug intended for human use by hypodermic injection or poison, shall be guilty of illegal sale of medicines and drugs through a vending machine.
- (b) No nonprescription drugs shall be offered for sale or sold through a vending machine in anything other than the manufacturer's original tamper-evident and expiration-dated packet. No more than 12 different nonprescription drug products shall be offered for sale or sold through anyone vending machine. Any vending machine in which nonprescription drugs are offered for sale or sold shall be located so that the drugs stored in such vending machine are stored in accordance with drug manufacturer's requirements. Drugs offered for sale or sold in such vending machine shall not be older than the manufacturer's expiration date. Each vending machine through which nonprescription drugs are offered for sale or sold shall have an obvious and legible statement on the machine that identifies the owner of the machine, a toll-free telephone number at which the consumer may contact the owner of the machine, a statement advising the consumer to check the expiration date of the product before using the product and the

telephone number of the state board of pharmacy. As used in this subsection, **nonprescription drug** does not include any prescription medicine, prescription-only drug, drug which contains ephedrine alkaloids, drug intended for human use by hypodermic injection or poison.

- (c) Any violation of this section constitutes an illegal sale of medicines and drugs through a vending machine and is a Class C violation and upon conviction, the violator shall be fined not less than \$25 nor more than \$500. (K.S.A. 65-650)

Sec. 10.20. Unlawfully Obtaining a Prescription-Only Drug.

- (a) Unlawfully obtaining a prescription-only drug is:
 - (1) Making, altering or signing of a prescription order by a person other than a practitioner or a mid-level practitioner;
 - (2) Distribution of a prescription order, knowing it to have been made, altered or signed by a person other than a practitioner or a mid-level practitioner;
 - (3) Possession of a prescription order with intent to distribute it and knowing it to have been made, altered or signed by a person other than a practitioner or a mid-level practitioner;
 - (4) Possession of a prescription-only drug knowing it to have been obtained pursuant to a prescription order made, altered or signed by a person other than a practitioner or a mid-level practitioner; or
 - (5) Providing false information, with the intent to deceive, to a practitioner or mid-level practitioner for the purpose of obtaining a prescription-only drug.
- (b) As used in this section:
 - (1) **Pharmacist, practitioner, mid-level practitioner and prescription-only drug** shall have the meanings ascribed thereto by K.S.A. 65-1626 and amendments thereto.

- (2) **Prescription order** means an order transmitted in writing, orally, telephonically or by other means of communication for a prescription-only drug to be filled by a pharmacist. **Prescription order** does not mean a drug dispensed pursuant to such an order.
- (3) **Distribute** means the actual, constructive or attempted transfer from one person to another of some item whether or not there is an agency relationship. **Distribute** includes, but is not limited to, sale, offer for sale or any act that causes some item to be transferred from one person to another. **Distribute** does not include acts of administering, dispensing or prescribing a controlled substance as authorized by the pharmacy act of the state of Kansas, the uniform controlled substances act or otherwise authorized by law.
- (4) **Drug** means:
 - (A) Substances recognized as drugs in the official United States pharmacopoeia, official homeopathic pharmacopoeia of the United States or official national formulary or any supplement to any of them;
 - (B) Substances intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in man or animals;
 - (C) Substances, other than food, intended to affect the structure or any function of the body of man or animals; and
 - (D) Substances intended for use as a component of any article specified in paragraph (1), (2) or (3). It does not include devices or their components, parts or accessories. See K.S.A. 65-1626(H)
- (c) The provisions of this section shall not be applicable to prosecutions involving prescription-only drugs which could be brought under K.S.A. 21-5705 or 21-5706 and amendments thereto.
- (d) Unlawfully obtaining a prescription-only drug is a Class A violation for the first offense.
(K.S.A. 21-5708)

{**Editor's Note:** If that person has a prior conviction of under this section, K.S.A. 21-5708, K.S.A. 21-36a08, prior to its transfer, or K.S.A. 21-4214, prior to its repeal, under state law subsequent violations are considered a felony over which municipal courts have no jurisdiction. These violations should be referred to the appropriate prosecuting authority.}

Sec. 10.21. Selling Beverage Containers with Detachable Tabs.

- (a) Selling beverage containers with detachable tabs is knowingly selling or offering for sale at retail in this state any metal beverage container so designed and constructed that a part of the container is detachable in opening the container.
- (b) Selling beverage containers with detachable tabs is a Class C violation.
- (c) As used in this section:
 - (1) **Beverage container** means any sealed can containing beer, cereal malt beverages, mineral waters, soda water and similar soft drinks so designated by the director of alcoholic beverage control, in liquid form and intended for human consumption; and
 - (2) **In this state** means within the exterior limits of the state of Kansas and includes all territory within these limits owned by or ceded to the United States of America.

(K.S.A. 21-6320)

Sec. 10.22. Alcohol Without Liquid Machine.

- (a) It shall be unlawful for any person to knowingly:
 - (1) Use any alcohol without liquid machine to inhale alcohol vapor or otherwise introduce alcohol in any form into the human body; or
 - (2) Purchase, sell, or offer for sale an alcohol without liquid machine.
 - (b) Violation of this section is a Class A violation.
- (K.S.A. 21-6321)

Sec. 10.23. Trafficking in Counterfeit Drugs.

- (a) Trafficking in counterfeit drugs is intentionally manufacturing, distributing, dispensing, selling, or delivering for consumption purposes, or holding or offering for sale, any counterfeit drug.
- (b) Trafficking in counterfeit drugs which have a retail value of less than \$500 is a Class A violation. (K.S.A. 65-4167)

Sec. 10.24. Smoking Prohibited.

- (a) It shall be unlawful, with no requirement of a culpable mental state, to smoke in an enclosed area or at a public meeting including, but not limited to:
 - (1) Public places;
 - (2) Taxicabs and limousines;
 - (3) Restrooms, lobbies, hallways and other common areas in public and private buildings, condominiums and other multiple-residential facilities;
 - (4) Restrooms, lobbies and other common areas in hotels and motels and in at least 80% of the sleeping quarters within a hotel or motel that may be rented to guests;
 - (5) Access points of all buildings and facilities not exempted pursuant to subsection (d); and
 - (6) Any place of employment.
- (b) Each employer having a place of employment that is an enclosed area shall provide a smoke-free workplace for all employees. Such employer shall also adopt and maintain a written smoking policy which shall prohibit smoking without exception in all areas of the place of employment. Such policy shall be communicated to all current employees within one week of its adoption and shall be communicated to all new employees upon hiring. Each employer shall provide a written copy of the smoking policy upon request to any current or prospective employee.
- (c) Notwithstanding any other provision of this section, 10.25 or 10.26, the proprietor or other person in charge of an adult care home, as defined in K.S.A. 39-923, and amendments thereto, or a medical care facility, may designate a portion of such adult care

home, or the licensed long-term care unit of such medical care facility, as a smoking area, and smoking may be permitted within such designated smoking area.

- (d) The provisions of this section shall not apply to:
- (1) The outdoor areas of any building or facility beyond the access points of such building or facility;
 - (2) Private homes or residences, except when such home or residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto;
 - (3) A hotel or motel room rented to one or more guests if the total percentage of such hotel or motel rooms in such hotel or motel does not exceed 20%;
 - (4) The gaming floor of a lottery gaming facility or racetrack gaming facility, as those terms are defined in K.S.A. 74-8702, and amendments thereto;
 - (5) That portion of an adult care home, as defined in K.S.A. 39-923, and amendments thereto, that is expressly designated as a smoking area by the proprietor or other person in charge of such adult care home pursuant to subsection (c) and that is fully enclosed and ventilated;
 - (6) That portion of a licensed long-term care unit of a medical care facility that is expressly designated as a smoking area by the proprietor or other person in charge of such medical care facility pursuant to subsection (c) and that is fully enclosed and ventilated and to which access is restricted to the residents and their guests;
 - (7) Tobacco shops;
 - (8) A Class A or Class B club defined in K.S.A. 41-2601, and amendments thereto, which (A) held a license pursuant to K.S.A. 41-2606 et seq., and amendments thereto, as of January 1, 2009; and (B) notifies the secretary of health and environment in writing, not later than 90 days after the effective date of this act, that it wishes to continue to allow smoking on its premises; and
 - (9) A private club in designated areas where minors are prohibited.
 - (10) Any benefit cigar dinner or other cigar dinner of a substantially similar nature that:

- (A) Is conducted specifically and exclusively for charitable purposes by a nonprofit organization which is exempt from federal income taxation pursuant to Section 501(c)(3) of the federal internal revenue code of 1986;
 - (B) Is conducted no more than once per calendar year by such organization; and
 - (C) Has been held during each of the previous three years prior to January 1, 2011; and
- (11) That portion of a medical or clinical research facility constituting a separately ventilated, secure smoking room dedicated and used solely and exclusively for clinical research activities conducted in accordance with regulatory authority of the United States or the state of Kansas, as determined by the director of alcoholic beverage control of the department of revenue. (K.S.A. 21-6110)

Sec. 10.25. Smoking; Posting Premises. The proprietor or other person in charge of the premises of a public place, or other area where smoking is prohibited, shall post or cause to be posted in a conspicuous place signs displaying the international no smoking symbol and clearly stating that smoking is prohibited by state law. (K.S.A. 21-6111)

Sec. 10.26. Smoking Prohibited; Penalties.

- (a) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any public place, or other area where smoking is prohibited, to fail to comply with all or any of the provisions of sections 10.24 through 10.26.
- (b) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any public place, or other area where smoking is prohibited, to allow smoking to occur where prohibited by law. Any such person shall be deemed to allow smoking to occur under this subsection if such person:
 - (1) Has knowledge that smoking is occurring; and
 - (2) Recklessly permits smoking under the totality of the circumstances.

- (c) It shall be unlawful for any person, with no requirement of a culpable mental state, to smoke in any area where smoking is prohibited by the provisions of 10.24.
- (d) Any person who violates any provision of sections 10.24 through 10.26, shall be guilty of a cigarette or tobacco infraction punishable by a fine:
 - (1) Not exceeding \$100 for the first violation;
 - (2) Not exceeding \$200 for a second violation within a one year period after the first violation; or
 - (3) Not exceeding \$500 for a third or subsequent violation within a one year period after the first violation.

For purposes of this subsection, the number of violations within a year shall be measured by the date the smoking violations occur.

- (e) Each individual allowed to smoke by a person who owns, manages, operates or otherwise controls the use of any public place, or other area where smoking is prohibited, in violation of subsection (b) shall be considered a separate violation for purposes of determining the number of violations under subsection (d).
- (f) No employer shall discharge, refuse to hire or take any other adverse action against an employee, applicant for employment or customer with the intent to retaliate against that employee, applicant or customer for reporting or attempting to prosecute a violation of any of the provisions of sections 10.24 through 10.26. (K.S.A. .21-6112)

Sec. 10.27. Illegal Operation of an Amusement Ride.

- (a) It shall be unlawful for an owner or operator of an amusement ride, antique amusement ride, limited-use amusement ride or registered agritourism activity as defined in K.S.A. 44-1601 and amendments thereto, to knowingly operate, or cause to be operated, any amusement ride, antique amusement ride, limited-use amusement ride or registered agritourism activity without a valid permit issued by the State of Kansas.
- (b) Violation of this section is a Class B violation. (K.S.A. .44-1610)

Sec. 10.28. Endangering the Food Supply.

- (a) Endangering the food supply is knowingly:
 - (1) Bringing into this state any domestic animal which is infected with any contagious or infectious disease or any animal which has been exposed to any contagious or infectious disease;
 - (2) exposing any animal in this state to any contagious or infectious disease;
 - (3) except as permitted under K.S.A. 2-2112 et seq., and amendments thereto, bringing or releasing into this state any plant pest as defined in K.S.A. 2-2113, and amendments thereto, or exposing any plant to a plant pest; or
 - (4) exposing any raw agricultural commodity, animal feed or processed food to any contaminant or contagious or infectious disease.
- (b) As used in this section:
 - (1) "Animal feed" means an article which is intended for use for food for animals other than humans and which is intended for use as a substantial source of nutrients in the diet of the animal, and is not limited to a mixture intended to be the sole ration of the animal;
 - (2) "contagious or infectious disease" means any disease which can be spread from one subject to another by direct or indirect contact or by an intermediate agent, including, but not limited to, anthrax, all species of brucellosis, equine infectious anemia, hog cholera, pseudorabies, psoroptic mange, rabies, tuberculosis, vesicular stomatitis, avian influenza, pullorum, fowl typhoid, psittacosis, viscerotropic velogenic Newcastle disease, foot-and-mouth disease, rinderpest, African swine fever, piroplasmosis, vesicular exanthema, John's disease, scabies, scrapies, bovine leukosis and bovine spongiform encephalopathy;
 - (3) "processed food" means any food other than a raw agricultural commodity and includes any raw agricultural commodity that has been subject to processing, such as canning, cooking, freezing, dehydration or milling; and

- (4) “raw agricultural commodity” means any food in its raw or natural state, including all fruits that are washed, colored or otherwise treated in their unpeeled natural form prior to marketing.
- (c) Endangering the food supply is a Class A violation except if the contagious or infectious disease is food-and-mouth disease in which class it is classified as a felony under state law and will be referred to the appropriate prosecuting authority.
(K.S.A. 21-6317)

Sec. 10.29 Violation of a Public Health Order.

- (a) It shall be unlawful for any person to violate, refuse, or fail to comply with, a written order of the County Health Officer, Board of Health, or Director of Health issued under their respective authorities.
- (b) A violation of this section is a Class C violation.

Article 11. Offenses Against Public Morals

Sec. 11.1. Promoting Obscenity.

- (a) Promoting obscenity is recklessly:
 - (1) Manufacturing, mailing, transmitting, publishing, distributing, presenting, exhibiting, or advertising any obscene material or obscene device;
 - (2) Possessing any obscene material or obscene device with intent to mail, transmit, publish, distribute, present, exhibit or advertise such material or device;
 - (3) Offering or agreeing to manufacture, mail, transmit, publish, distribute, present, exhibit, or advertise any obscene material or obscene device; or
 - (4) Producing, presenting, or directing an obscene performance or participating in a portion thereof which is obscene or which contributes to its obscenity.
- (b) Evidence that materials or devices were promoted to emphasize their prurient appeal shall be relevant in determining the question of the obscenity of such

materials or devices. There shall be a rebuttable presumption that a person promoting obscene materials or obscene devices did so knowingly or recklessly if:

- (1) The materials or devices were promoted to emphasize their prurient appeal; or
 - (2) The person is not a wholesaler and promotes the materials or devices in the course of the person's business.
- (c) As used in this section:
- (1) Any material or performance is **obscene** if:
 - (A) The average person applying contemporary community standards would find that the material or performance, taken as a whole, appeals to the prurient interest;
 - (B) The average person applying contemporary community standards would find that the material or performance has patently offensive representations or descriptions of (i) ultimate sexual acts, normal or perverted, actual or simulated, including sexual intercourse or sodomy; or (ii) masturbation, excretory functions, sadomasochistic abuse or lewd exhibition of the genitals; and
 - (C) Taken as a whole, a reasonable person would find that the material or performance lacks serious literary, educational, artistic, political, or scientific value.
 - (2) Material. Any tangible thing which is capable of being used or adapted to arouse interest, whether throughout the medium of reading, observation, sound or other manner.
 - (3) Obscene Device. A device, including a dildo or artificial vagina, designed or marketed as useful primarily for the stimulation of human genital organs, except such devices disseminated or promoted for the purpose of medical or psychological therapy.
 - (4) Performance. Any play, motion picture, dance or other exhibition performed before an audience.
 - (5) Wholesaler. A person who distributes or offers for distribution obscene materials or devices

only for resale and not to the consumer and who does not manufacture publish or produce such materials or devices.

- (d) It shall be a defense to a prosecution for promoting obscenity and promoting obscenity to minors that the:
 - (1) Persons to whom the allegedly obscene material or obscene device was disseminated, or the audience to an allegedly obscene performance, consisted of persons or institutions having scientific, educational or governmental justification for possessing or viewing the same;
 - (2) Defendant is an officer, director, trustee, or employee of a public library and the allegedly obscene material was acquired by such library and was disseminated in accordance with regular library policies approved by its governing body; or
 - (3) Allegedly obscene material or obscene device was purchased, leased, or otherwise acquired by a public, private or parochial school, college, or university, and that such material or device was either sold, leased, distributed, or disseminated by a teacher, instructor, professor or other faculty member or administrator of such school as part of or incident to an approved course or program of instruction at such school.
- (e) The provisions of this section prescribing a criminal penalty for exhibit of any obscene motion picture shown in a commercial showing to the general public shall not apply to a projectionist, or assistant projectionist, if such projectionist or assistant projectionist has no financial interest in the show or in its place of presentation other than regular employment as a projectionist or assistant projectionist and no personal knowledge of the contents of the motion picture. The provisions of this section shall not exempt any projectionist or assistant projectionist from criminal liability for any act unrelated to projection of motion pictures in commercial showings to the general public.

- (f) Promoting obscenity is a Class A violation on conviction of a first offense. Subsequent violations considered felonies under state law and will be referred to the appropriate prosecuting authority.
- (g) Upon any conviction of promoting obscenity, the court may require, in addition to any fine or imprisonment imposed, that the defendant enter into a reasonable recognizance with good and sufficient surety, in such sum as the court may direct, but not to exceed \$50,000, conditioned that, in the event the defendant is convicted, of a subsequent offense of promoting obscenity within two years after such conviction, the defendant shall forfeit the recognizance. (K.S.A. 21-6401)

Sec. 11.2. Promoting Obscenity to Minors.

- (a) Promoting obscenity to minors is promoting obscenity, as defined in section 11.1, where a recipient of the obscene material or obscene device or a member of the audience of an obscene performance is a child under the age of 18 years.
- (b) Evidence that materials or devices were promoted to emphasize their prurient appeal shall be relevant in determining the question of the obscenity of such materials or devices. There shall be a rebuttable presumption that a person promoting obscene materials or obscene devices did so knowingly or recklessly if:
 - (1) The materials or devices were promoted to emphasize their prurient appeal; or
 - (2) The person is not a wholesaler and promotes the materials or devices in the course of the person's business.
- (c) It shall be a defense to a prosecution for promoting obscenity to minors that the:
 - (1) Persons to whom the allegedly obscene material or obscene device was disseminated, or the audience to an allegedly obscene performance, consisted of persons or institutions having scientific, educational or governmental justification for possessing or viewing the same;

- (2) Defendant is an officer, director, trustee or employee of a public library and the allegedly obscene material was acquired by such library and was disseminated in accordance with regular library policies approved by its governing body; or
 - (3) Allegedly obscene material or obscene device was purchased, leased or otherwise acquired by a public, private or parochial school, college or university, and that such material or device was either sold, leased, distributed or disseminated by a teacher, instructor, professor or other faculty member or administrator of such school as part of or incidental to an approved course or program of instruction at such school.
- (d) Notwithstanding the provisions of K.S.A. 21-5204, and amendments thereto, to the contrary, it shall be an affirmative defense to any prosecution for promoting obscenity to minors that:
- (1) The defendant had reasonable cause to believe that the minor involved was 18 years old or over, and such minor exhibited to the defendant a draft card, driver's license, birth certificate or other official or apparently official document purporting to establish that such minor was 18 years old or more; or
 - (2) An exhibition in a state of nudity is for a bona fide scientific or medical purpose, or for an educational or cultural purpose for a bona fide school, museum or library.
- (e) The provisions of this section and the provisions of ordinances of any city prescribing a criminal penalty for exhibit of any obscene motion picture shown in a commercial showing to the general public shall not apply to a projectionist, or assistant projectionist, if such projectionist or assistant projectionist has no financial interest in the show or in its place of presentation other than regular employment as a projectionist or assistant projectionist and no personal knowledge of the contents of the motion picture. The provisions of this section shall not exempt any projectionist or assistant projectionist from criminal liability for any act unrelated to projection of motion pictures in commercial showings to the general public.

- (f) Promoting obscenity to minors is a Class A violation. Subsequent violations considered felonies under state law and will be referred to the appropriate prosecuting authority.
- (g) Upon any conviction of promoting obscenity to minors, the court may require, in addition to any fine or imprisonment imposed, that the defendant enter into a reasonable recognizance with good and sufficient surety, in such sum as the court may direct, but not to exceed \$50,000, conditioned that, in the event the defendant is convicted of a subsequent offense of promoting obscenity to minors within two years after such conviction, the defendant shall forfeit the recognizance. (K.S.A. 21-6401)

Sec. 11.3. Commercialization of Wildlife.

- (a) Commercialization of wildlife is knowingly committing any of the following, except as permitted by statute or rules and regulations:
 - (1) Capturing, killing, or possessing, for profit or commercial purposes, all or any part of any wildlife protected by this section;
 - (2) Selling, bartering, purchasing, or offering to sell, barter or purchase, for profit or commercial purposes, all or any part of any wildlife protected by this section;
 - (3) Shipping, exporting, importing, transporting or carrying; causing to be shipped, exported, imported, transported, or carried; or delivering or receiving for shipping, exporting, importing, transporting, or carrying all or any part of any wildlife protected by this section, for profit or commercial purposes; or
 - (4) Purchasing, for personal use or consumption, all or any part of any wildlife protected by this section.

- (b) The wildlife protected by this section and the minimum value thereof are as follows:
- (1) Eagles, \$1,000;
 - (2) Deer or antelope, \$1,000;
 - (3) Elk or buffalo, \$1,500;
 - (4) Furbearing animals, except bobcats, \$25;
 - (5) Bobcats, \$200;
 - (6) Wild turkey, \$200;
 - (7) Owls, hawks, falcons, kites, harriers, or ospreys, \$500;
 - (8) Game birds, migratory game birds, resident and migratory nongame birds, game animals and nongame animals, \$50 unless a higher amount is specified above;
 - (9) Fish and mussels, the value for which shall be no less than the value listed for the appropriate fish or mussels species in the monetary values of freshwater fish or mussels and fish kill counting guidelines of the American fisheries society, special publication number 30;
 - (10) Turtles, \$25 each for unprocessed turtle or \$16 per pound or fraction of a pound for processed turtle parts;
 - (11) Bullfrogs, \$4, whether dressed or not dressed;
 - (12) Any wildlife classified as threatened or endangered, \$500 unless a higher amount is specified above; and
 - (13) Any other wildlife not listed above, \$25.
- (c) Possession of wildlife, in whole or in part, captured, or killed in violation of law and having an aggregate value of \$1,000 or more, as specified in subsection (b), is prima facie evidence of possession for profit or commercial purposes.
- (d) Commercialization of wildlife having an aggregate value of less than \$1000, as specified in subsection (b), is a Class A violation. (K.S.A. 32-1005)
- (e) In addition to any other penalty provided by law, a court convicting a person of the crime of commercialization of wildlife may:
- (1) Confiscate all equipment used in the commission of the crime and may revoke for a period of up to 10 years all licenses and permits issued to the convicted person by the Kansas department of wildlife, parks and tourism;

- (2) Order restitution to be paid to the Kansas department of wildlife, parks and tourism for the wildlife taken, which restitution shall be in an amount not less than the aggregate value of the wildlife, as specified in subsection (b).
- (f) The provisions of this section shall apply only to wildlife illegally harvested and possessed by any person having actual knowledge that such wildlife was illegally harvested. (K.S.A. 32-1005)

Sec. 11.4:11.6. Reserved for Future Use.

Sec. 11.7. Material Harmful to Minors.

- (a) No person having custody, control or supervision of any commercial establishment shall knowingly:
 - (1) Display any material or device which is harmful to minors in such a way that minors, as a part of the invited general public, will be exposed to view such material or device;
 - (2) Present or distribute to a minor, or otherwise allow a minor to view, with or without consideration, any material which is harmful to minors; or
 - (3) Present to a minor, or participate in presenting to a minor, with or without consideration, any performance which is harmful to a minor.
- (b) Notwithstanding the provisions of K.S.A. 21-5204, to the contrary, it shall be an affirmative defense to any prosecution under this section that:
 - (1) The allegedly harmful material or device was purchased, leased or otherwise acquired by a public, private or parochial school, college or university, and that such material or device was either sold, leased, distributed or disseminated by a teacher, instructor, professor or other faculty member or administrator of such school as part of or incidental to an approved course or program of instruction at such school.
 - (2) The defendant is an officer, director, trustee or employee of a public library and the allegedly harmful material or device was acquired by a public library and was disseminated in accordance with regular library policies approved by its governing body.

- (3) An exhibition in a state of nudity is for a bona fide scientific or medical purpose, or for an educational or cultural purpose for a bona fide school, museum or library.
- (4) With respect to a prosecution for an act described by subsection (a)(1), the allegedly harmful material was kept behind blinder racks.
- (5) With respect to a prosecution for an act described by subsection (a)(2) or (3), the defendant had reasonable cause to believe that the minor involved was 18 years old or over, and such minor exhibited to the defendant a draft card, driver's license, birth certificate or other official or apparently official document purporting to establish that such minor was 18 years old or more.
- (6) With respect to a prosecution for an act described by subsection (a)(3), the allegedly harmful performance was viewed by the minor in the presence of such minor's parent or parents or such minor's legal guardian.

(c) As used in this section:

- (1) **Blinder rack** means a device in which material is displayed in such a manner that the lower 2/3 of the material is not exposed to view.
- (2) **Harmful to minors** means that quality of any description, exhibition, presentation or representation, in whatever form, of nudity, sexual conduct, sexual excitement or sadomasochistic abuse when the material or performance, taken as a whole or, with respect to a prosecution for an act described by subsection (a)(1), that portion of the material that was actually exposed to the view of minors, has the following characteristics:
 - (A) The average adult person applying contemporary community standards would find that the material or performance has a predominant tendency to appeal to a prurient interest in sex to minors;
 - (B) The average adult person applying contemporary community standards would find that the material or performance depicts or describes nudity, sexual conduct, sexual excitement or

- sadomasochistic abuse in a manner that is patently offensive to prevailing standards in the adult community with respect to what is suitable for minors; and
- (C) A reasonable person would find that the material or performance lacks serious literary, scientific, educational, artistic or political value for minors.
- (3) **Material** means any book, magazine, newspaper, pamphlet, poster, print, picture, figure, image, description, motion picture film, record, recording tape or video tape.
- (4) **Minor** means any unmarried person under 18 years of age.
- (5) **Nudity** means the showing of the human male or female genitals, pubic area or buttocks with less than a full opaque covering; the showing of the female breast with less than a full opaque covering of any portion thereof below the top of the nipple; or the depiction of covered male genitals in a discernible state of sexual excitement.
- (6) **Performance** means any motion picture, file, video tape, played record, phonograph, tape recording, preview, trailer, play, show, skit, dance or other exhibition performed or presented to or before an audience of one or more, with or without consideration.
- (7) **Sadomasochistic abuse** means flagellation or torture by or upon a person clad in undergarments, in a mask or bizarre costume or in the condition of being fettered, bound or otherwise physically restrained on the part of one so clothed.
- (8) **Sexual conduct** means acts of masturbation, homosexuality, sexual intercourse or physical contact with a person's clothed or unclothed genitals or pubic area or buttocks or with a human female's breast.
- (9) **Sexual excitement** means the condition of human male or female genitals when in a state of sexual stimulation or arousal.
- (d) The provisions of this section shall not apply to a retail sales clerk, if such clerk has no financial interest in the materials or performance or in the commercial establishment displaying, presenting or distributing such materials or presenting such performance other

than regular employment as a retail sales clerk. The provisions of this section shall not exempt any retail sales clerk from criminal liability for any act unrelated to regular employment as a retail sales clerk.

- (e) Violation of subsection (a) is a Class B violation.
(K.S.A. 21-6402)

Sec. 11.8. Gambling.

- (a) Definitions of gambling terms used in sections 11.8, 11.9, and 11.10 shall be as follows:

- (1) A **bet** is a bargain in which the parties agree that, dependent upon chance, one stands to win or lose something of value specified in the agreement. A bet does not include:
- (A) Bona fide business transactions which are valid under the laws of contracts including, but not limited to, contracts for the purchase or sale at a future date of securities or other commodities, and agreements to compensation for loss caused by the happening of the chance including, but not limited to, contracts of indemnity or guaranty and life or health and accident insurance;
 - (B) Offers of purses, prizes or premiums to the actual contestants in any bona fide contest for the determination of skill, speed, strength, or endurance or to the bona fide owners of animals or vehicles entered in such a contest;
 - (C) A lottery as defined in this section;
 - (D) Any bingo game by or for participants managed, operated or conducted in accordance with the laws of the state of Kansas by an organization licensed by the state of Kansas to manage, operate or conduct games of bingo;
 - (E) A lottery operated by the state pursuant to the Kansas lottery act;
 - (F) Any system of pari-mutuel wagering managed, operated and conducted in accordance with the Kansas pari-mutuel racing act; or

- (G) Tribal gaming;
 - (H) Charitable raffles as defined by K.S.A. 75-5173, and amendments thereto; or
 - (I) A fantasy sports league as defined in this section.
- (2) A **lottery** is an enterprise wherein for a consideration the participants are given an opportunity to win a prize, the award of which is determined by chance. A lottery does not include:
- (A) A lottery operated by the state pursuant to the Kansas lottery act; or
 - (B) Tribal gaming.
- (3) **Consideration** means anything which is a commercial or financial advantage to the promoter or a disadvantage to any participant. Mere registration without purchase of goods or services; personal attendance at places or events, without payment of an admission price or fee; listening to or watching radio and television programs; answering the telephone or making a telephone call and acts of like nature are not consideration.

Consideration shall not include sums of money paid by or for:

- (A) Participants in any bingo game managed, operated or conducted in accordance with the laws of the state of Kansas by any bona fide nonprofit religious, charitable, fraternal, educational or veteran organization licensed to manage, operate or conduct bingo games under the laws of the state of Kansas and it shall be conclusively presumed that such sums paid by or for such participants were intended by such participants to be for the benefit of the sponsoring organizations for the use of such sponsoring organizations in furthering the purposes of such sponsoring organizations, as set forth in the appropriate paragraphs of subsection (c) or (d) of section 501 of the internal revenue code of 1986 and as set forth in K.S.A. 79-4701, and amendments thereto;

- (B) Participants in any lottery operated by the state pursuant to the Kansas lottery act;
 - (C) Participants in any system of pari-mutuel wagering managed, operated and conducted in accordance with the Kansas pari-mutuel racing act; or
 - (D) A person to participate in tribal gaming.
- (4) **Fantasy sports league** means any fantasy or simulation sports game or contest in which no fantasy or simulation sports team is based on the current membership of an actual team that is a member of an amateur or professional sports organization and that meets the following conditions:
- (A) All prizes and awards offered to winning participants are established and made known to the participants in advance of the game or contest and their value is not determined by the number of participants or the amount of any fees paid by those participants;
 - (B) All winning outcomes reflect the relative knowledge and skill of the participants and are determined predominantly by accumulated statistical results of the performance of individual athletes in multiple real-world sporting events; and
 - (C) No winning outcome is based:
 - (i) On the score, point spread or any performance or performances of any single real-world team or any combination of such teams; or
 - (ii) Solely on any single performance of an individual athlete in any single real-world sporting event.
- (5) (A) **Gambling device** means any:
- (i) So-called slot machine or any other machine, mechanical device, electronic device or other contrivance an essential part of which is a drum or reel with insignia thereon, and (i) which when operated may deliver, as the result of chance, any money

- or property, or (ii) by the operation of which a person may become entitled to receive, as the result of chance, any money or property;
- (ii) Other machine, mechanical device, electronic device or other contrivance (including, but not limited to, roulette wheels and similar devices) which is equipped with or designed to accommodate the addition of a mechanism that enables accumulated credits to be removed, is equipped with or designed to accommodate a mechanism to record the number of credits removed or is otherwise designed, manufactured or altered primarily for use in connection with gambling, and (i) which when operated may deliver, as the result of chance, any money or property, or (ii) by the operation of which a person may become entitled to receive, as the result of chance, any money or property;
 - (iii) Subassembly or essential part intended to be used in connection with any such machine, mechanical device, electronic device or other contrivance, but which is not attached to any such machine, mechanical device, electronic device or other contrivance as a constituent part; or
 - (iv) Token, chip, paper, receipt or other document which evidences, purports to evidence or is designed to evidence participation in a lottery or the making of a bet. The fact that the prize is not automatically paid by the device does not affect its character as a gambling device.

(B) **Gambling device** shall not include:

- (i) Any machine, mechanical device, electronic device or other contrivance used or for use by a licensee of the Kansas racing

commission as authorized by law and rules and regulations adopted by the commission or by the Kansas lottery or Kansas lottery retailers as authorized by law and rules and regulations adopted by the Kansas lottery commission;

- (ii) Any machine, mechanical device, electronic device or other contrivance, such as a coin-operated bowling alley, shuffleboard, marble machine (a so-called pinball machine), or mechanical gun, which is not designed and manufactured primarily for use in connection with gambling, and (i) which when operated does not deliver, as a result of chance, any money, or (ii) by the operation of which a person may not become entitled to receive, as the result of the application of an element of chance, any money;
 - (iii) Any so-called claw, crane or digger machine and similar devices which are designed and manufactured primarily for use at carnivals or county or state fairs; or
 - (iv) Any machine, mechanical device, electronic device or other contrivance used in tribal gaming.
- (6) A **gambling place** is any place, room, building, vehicle, tent or location which is used for any of the following: Making and settling bets; receiving, holding, recording or forwarding bets or offers to bet; conducting lotteries; or playing gambling devices. Evidence that the place has a general reputation as a gambling place or that, at or about the time in question, it was frequently visited by persons known to be commercial gamblers or known as frequenters of gambling places is admissible on the issue of whether it is a gambling place.
- (7) **Tribal gaming** has the meaning provided by K.S.A. 74-9802, and amendments thereto.

(b) **Gambling** is:

- (1) Making a bet; or
- (2) Entering or remaining in a gambling place with intent to make a bet, to participate in a lottery, or to play a gambling device.

(c) Gambling is a Class B violation. (K.S.A. 21-6403; K.S.A. 21-6404)

Sec. 11.9. Commercial Gambling.

(a) Commercial gambling is knowingly:

- (1) Granting the use or allowing the continued use of a place as a gambling place; or
- (2) Permitting another to set up a gambling device for use in a place under the offender's control.

(b) Commercial gambling is a Class B violation. (K.S.A. 21-65406)

Sec. 11.9.1. Illegal Bingo Operation.

(a) Illegal bingo operation is the knowing management, operation or conduct of games of bingo in violation of the laws of the state of Kansas pertaining to the regulation, licensing and taxing of games of bingo or rules and regulations adopted pursuant thereto.

(b) Illegal bingo operation is a class A nonperson violation. (K.S.A. 21-6405)

Sec. 11.10. Possession of a Gambling Device.

(a) It shall be unlawful for any person to possess a gambling device.

(b) It shall be a defense to a prosecution under this section that:

- (1) The gambling device is an antique slot machine and that the antique slot machine was not operated for gambling purposes while in the owner's or the defendant's possession. A slot machine shall be deemed an antique slot machine if it was manufactured prior to the year 1950; or

- (2) The gambling device is possessed or under custody or control of a manufacturer registered under the federal gambling devices act of 1962 (15 U.S.C. § 1171 *et seq.*) or a transporter under contract with such manufacturer with intent to distribute for use:
 - (A) By the Kansas lottery or Kansas lottery retailers as authorized by law and rules and regulations adopted by the Kansas lottery commission;
 - (B) By a licensee of the Kansas racing commission as authorized by law and rules and regulations adopted by the commission;
 - (C) In a state other than the state of Kansas; or
 - (D) In tribal gaming.
- (c) Violation of this section is a Class B violation.
(K.S.A. 21-6408)

Sec. 11.11. Cruelty to Animals.

- (a) Cruelty to animals is:
 - (1) Knowingly abandoning any animal any place without making provisions for its proper care;
 - (2) Having physical custody of any animal and knowingly failing to provide such food, potable water, protection from the elements, opportunity for exercise and other care as is need for the health or well-being of such kind of animal;
 - (3) Intentionally using a wire, pole, stick, rope or any other object to cause an equine to lose its balance or fall, for the purpose of sport or entertainment; or
 - (4) Intentionally causing any physical injury other than the acts described in subsection (a)(1).
- (b) The provisions of this section shall not apply to:
 - (1) Normal or accepted veterinary practices;
 - (2) *Bona fide* experiments carried on by commonly recognized research facilities;
 - (3) Killing, attempting to kill, trapping, catching or

- taking of any animal in accordance with the provisions of Chapter 32 or Chapter 47 of the Kansas Statutes Annotated, and amendments thereto;
- (4) Rodeo practices accepted by the rodeo cowboys' association;
 - (5) The humane killing of an animal that is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a city or the owner thereof within a city if no animal shelter or licensed veterinarian is within the city, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an animal shelter, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such shelter;
 - (6) With respect to farm animals, normal or accepted practices of animal husbandry including the normal and accepted practices for the slaughter of such animals for food or by-products and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;
 - (7) The killing of any animal by any person at any time that may be found outside of the owned or rented property of the owner or custodian of such animal and that is found injuring or posing a threat to any person, farm animal or property;
 - (8) An animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;
 - (9) Laying an equine down for medical or identification purposes;
 - (10) Normal or accepted practices of pest control, as defined in K.S.A. 2-2438a(x), and amendments thereto; or
 - (11) Accepted practices of animal husbandry pursuant to regulations promulgated by the United States department of agriculture for domestic pet animals under the animal welfare act, public law 89-544, as amended and in effect on July 1, 2006.

- (c) If a person is adjudicated guilty of the crime of cruelty to animals, such animal shall not be returned to or remain with such person. Such animal may be turned over to an animal shelter or licensed veterinarian for sale or other disposition.
- (d) On first conviction, cruelty to animals is a Class A violation. Subsequent violations considered felonies under state law and will be referred to the appropriate prosecuting authority. (K.S.A. 21-6412)

Sec. 11.12. Cockfighting.

- (a) Unlawful possession of cockfighting paraphernalia is possession of, with the intent to use in the unlawful conduct of cockfighting, spurs, gaffs, swords, leather training spur covers, or anything worn by a gamecock during a fight to further the killing power of such gamecock.
- (b) Unlawful attendance of cockfighting is entering or remaining on the premises where the unlawful conduct of cockfighting is occurring, whether or not the person knows or has reason to know that cockfighting is occurring on the premises.
- (c) A person who violates the provisions of this section may also be prosecuted for, convicted of, and punished for cruelty to animals.
- (d) Penalties.
 - (1) Unlawful possession of cockfighting paraphernalia is a Class A violation.
 - (2) Unlawful attendance of cockfighting is a Class B violation. (K.S.A. 21-6417)

Sec. 11.13. Unlawful Possession of Dog Fighting Paraphernalia; Unlawful Attendance of Dog Fighting.

- (a) Unlawful possession of dog fighting paraphernalia is possession, with the intent to use in the unlawful conduct of dog fighting, any breaking stick, treadmill, wheel, hot walker, cat mill, cat walker, jenni, or other paraphernalia.

- (b) Unlawful attendance of dog fighting is, entering or remaining on the premises where the unlawful conduct of dog fighting is occurring, whether the person knows or has reason to know that dog fighting is occurring on the premises.
- (c) Penalties.
 - (1) Unlawful possession of dog fighting paraphernalia is a class A nonperson violation.
 - (2) Unlawful attendance of dog fighting is a Class B nonperson violation.
- (d) A person who violates the provisions of this section may also be prosecuted for, convicted of and punished for cruelty to animals.
(K.S.A. 21-6414)

Sec. 11.14. Illegal Animal Ownership.

- (a) Illegal ownership or keeping of an animal is, with no requirement of a culpable mental state, owning, or keeping on one's premises, an animal by a person convicted of unlawful conduct of dog fighting as defined in K.S.A. 21-6414, and amendments thereto, or cruelty to animals as defined in subsection (a)(1) of K.S.A. 21-6412, and amendments thereto, within five years of the date of such conviction.
- (b) Illegal ownership or keeping of an animal is a class B nonperson violation. (K.S.A. 21-6415)

Sec. 11.15. Permitting a Dangerous Animal to be at Large.

- (a) Permitting a dangerous animal to be at large is the act or omission of the owner or custodian of an animal of dangerous or vicious propensities who, knowing of such propensities, permits such animal to go at large or keeps such animal without taking ordinary care to restrain it.
- (b) Permitting a dangerous animal to be at large is a Class B nonperson violation. (K.S.A. 21-6418)

Sec. 11.16. False Membership Claim.

- (a) A false membership claim is knowingly and falsely representing oneself to be a member of a fraternal or veteran's organization.
- (b) False membership claim is a class C violation.
(K.S.A. 21-6410)

Article 12. Violations, Penalties

Sec. 12.1. Classes of Violations and Confinement.

- (a) For the purpose of sentencing, the following classes of violations and the punishment and the terms of confinement authorized for each class are established:
 - (1) Class A, the sentence for which shall be a definite term of confinement in the city or county jail which shall be fixed by the court and shall not exceed one year;
 - (2) Class B, the sentence for which shall be a definite term of confinement in the city or county jail which shall be fixed by the court and shall not exceed six months;
 - (3) Class C, the sentence for which shall be a definite term of confinement in the city or county jail which shall be fixed by the court and shall not exceed one month;
 - (4) Unclassified violations, which shall include all offenses declared to be violations without specification as to class, the sentence for which shall be in accordance with the sentence specified in the section that defines the offense; if no penalty is provided in such law, the sentence shall be the same penalty as provided herein for a Class C violation.
- (b) Upon conviction of a violation, a person may be punished by a fine, as provided in Section 12.2 of this article, instead of or in addition to confinement, as provided in this section.
- (c) In addition to or in lieu of any other sentence authorized by law, whenever there is evidence that the act constituting the violation was substantially related to the possession, use or ingestion of cereal

malt beverage or alcoholic liquor by such person, the court may order such person to attend and satisfactorily complete an alcohol or drug education or training program certified by the chief judge of the judicial district or licensed by the secretary for aging and disability services. (K.S.A. 21-6602)

Sec. 12.2. Fines.

- (a) A person convicted of a violation may, in addition to or instead of the confinement authorized by law, be ordered to pay a fine which shall be fixed by the court as follows:
 - (1) Class A violation, a sum not exceeding \$2,500.
 - (2) Class B violation, a sum not exceeding \$1,000.
 - (3) Class C violation, a sum not exceeding \$500.
 - (4) Unclassified violation, any sum authorized by the section that defines the offense. If no penalty is provided in such law, the fine shall not exceed the fine provided herein for a Class C violation.
- (b) As an alternative to any of the above fines, the fine imposed may be fixed at any greater sum not exceeding double the pecuniary gain derived from the crime by the offender. (K.S.A. 21-6611)

Article 13. Miscellaneous

Sec. 13.1. Application; Kansas Criminal Code. The provisions of the Kansas Criminal Code (K.S.A. 21-5101:6712, inclusive and amendments thereto), which are in their nature applicable to the jurisdiction of the city and in respect to which no special provision is made by ordinance of the city are applicable to this criminal code.

Sec. 13.2. Severability. If any provision of this code is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the code and the applicability thereof to other persons and circumstances shall not be affected thereby.

INDEX

Section

A

ABUSING TOXIC VAPORS.....	9.9
ADMINISTRATION OF A SUBSTANCE, UNLAWFUL.....	3.11
AIDING, ABETTING	10.8
AIR GUN, AIR RIFLE, BOW AND ARROW, SLINGSHOT, BB GUN OR PAINT BALL GUN.....	10.6
ALCOHOL WITHOUT LIQUID MACHINE	10.22
ANIMALS; ILLEGAL OWNERSHIP	11.14
ANIMALS; CRUELTY	11.11
ANIMALS; DANGEROUS, AT-LARGE	11.15
APPLICATION; KANSAS CRIMINAL CODE	13.1
ASSAULT	3.3
ASSEMBLY; UNLAWFUL; REMAINING AT.....	9.2
ATTEMPT	2.1
AUTOMOBILE	6.26

B

BARBED WIRE	10.13
BATTERY	3.1
BATTERY; DOMESTIC.....	3.1.1
BATTERY; SEXUAL	3.2.1
BATTERY AGAINST A LAW ENFORCEMENT OFFICER	3.2
BATTERY AGAINST A SCHOOL EMPLOYEE	3.2.2
BINGO; ILLEGAL OPERATION	11.9.1
BODY PIERCING; PERSONS UNDER 18 YEARS OF AGE.....	10.17
BUYING SEXUAL RELATIONS.....	4.5

C

CANNABIDIOL TREATMENT PREPARATION.....	1.1
CIVIL RIGHTS; DENIAL	8.1
CLASSES OF VIOLATIONS AND CONFINEMENT	12.1
COCKFIGHTING	11.12
COMMERCIAL FOSSIL HUNTING	6.24
COMMERCIAL GAMBLING	11.9
COMMERCIALIZATION OF WILDLIFE.....	11.3
COMPENSATION FOR PAST OFFICIAL ACTS	7A.2
COMPUTERS; UNLAWFUL ACTS	6.20
CONSPIRACY	2.2

CONTRIBUTING TO A CHILD'S MISCONDUCT OR DEPRIVATION	5.1
CORPORATIONS: CRIMINAL RESPONSIBILITY; INDIVIDUAL LIABILITY	1.3
COUNTERFEIT DRUGS; TRAFFICKING IN	10.23
COUNTERFEITING.....	6.25
CREATING A HAZARD	10.11
CRIMINAL CARRYING OF A WEAPON.....	10.1.1
CRIMINAL DAMAGE TO PROPERTY	6.6
CRIMINAL DEPRIVATION OF PROPERTY	6.5
CRIMINAL HUNTING	6.22
CRIMINAL LITTERING.....	6.8
CRIMINAL TRESPASS.....	6.7
CRIMINAL USE OF WEAPONS.....	10.1

D

DAMAGE TO PROPERTY	6.6
DAMAGING SEWERS	6.15
DEBILITATING MEDICAL CONDITION.....	1.1
DEFINITIONS.....	1.1
DENIAL OF CIVIL RIGHTS.....	8.1
DEPOSITS IN SEWERS	6.14
DEPRIVATION OF PROPERTY	6.5
DESECRATION.....	9.8
DISCHARGE OF A FIREARM.....	10.5
DISORDERLY CONDUCT.....	9.1
DISTRIBUTION OF A CONTROLLED SUBSTANCE	9.9.3
DISTRIBUTION OF A NON-CONTROLLED SUBSTANCE	9.9.6
DISTRIBUTION OF FIREARMS TO A FELON.....	10.3
DOG FIGHTING PARAPHERNALIA UNLAWFUL POSSESSION	11.13
DOG FIGHTING; UNLAWFUL ATTENDANCE.....	11.3
DOMESTIC BATTERY	3.1.1

E

ELECTIONEERING.....	7.14
ENDANGERING A CHILD	5.4
ENDANGERING THE FOOD SUPPLY	10.28
ENDANGERMENT	10.10
EQUITY SKIMMING	6.19
ESCAPE FROM CUSTODY	7.3
EXPLOSIVES; CARRYING CONCEALED.....	10.9
EXPLOSIVES; FAILURE TO REGISTER	10.4
EXPOSING A CONVICTED OR CHARGED PERSON UNJUSTIFIABLY	8.3

F

FAILURE TO REPORT A WOUND	10.12
FALSE COMMUNICATION	3.9
FALSE IMPERSONATION	7.11
FALSE MEMBERSHIP CLAIM	11.16
FALSE SIGNING OF PETITION.....	7.10
FINES	12.2
FUNERALS; UNLAWFUL PUBLIC DEMONSTRATION ..	9.11
FURNISHING ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE TO A MINOR	5.2

G

GAMBLING.....	11.8
GIVING A FALSE ALARM (Now Making an Unlawful Request for Emergency Assistance)	9.7
GIVING A WORTHLESS CHECK.....	6.16

H

HARASSMENT BY TELECOMMUNICATIONS DEVICE	9.10
HAZING	3.10
HOSTING MINORS CONSUMING ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE.....	5.3
HUNTING; COMMERCIAL FOSSIL	6.24
HUNTING; CRIMINAL	6.22

I

ILLEGAL BINGO OPERATION.....	11.9.1
ILLEGAL OPERATION OF AN AMUSEMENT RIDE.....	10.27
INTENT; PERMANENTLY DEPRIVE	6.2
INTERFERENCE; CONDUCT, PUBLIC BUSINESS IN PUBLIC BUILDING.....	7.12
INTERFERENCE WITH A LAW ENFORCEMENT OFFICER	7.2
INTERFERENCE WITH AN EMERGENCY MEDICAL SERVICES ATTENDANT, UNLAWFUL.....	3.4
INTERFERENCE WITH CUSTODY OF A COMMITTED PERSON	3.7.1
INTERFERENCE WITH FIREFIGHTER, UNLAWFUL.....	3.5
INTERFERENCE WITH POLICE DOGS.....	7.13
INTERFERENCE WITH THE JUDICIAL PROCESS.....	7.4
INTIMIDATION OF A WITNESS OR VICTIM	7.15

L

LEWD, LASCIVIOUS BEHAVIOR	4.1
LIABILITY FOR OFFENSES OF ANOTHER	1.2
LITTERING	6.8

M

MAKING AN UNLAWFUL REQUEST FOR EMERGENCY SERVICE ASSISTANCE	9.7
MANUFACTURE OR DISPOSAL OF FALSE TOKENS	6.11
MATERIAL HARMFUL TO MINORS	11.7
MISTREATMENT OF CONFINED PERSON	3.7
MISUSE OF PUBLIC FUNDS	7A.4
MOTOR VEHICLE DEALERS; SELLING MOTOR VEHICLES WITHOUT A LICENSE	6.18

O

OBTAINING A PRESCRIPTION ONLY DRUG; UNLAWFULLY	10.20
OBSTRUCTING APPREHENSION OR PROSECUTION	7.16
OFFICIAL MISCONDUCT	7A.1
OPERATING A VESSEL UNDER THE INFLUENCE OF ALCOHOL OR DRUGS	10.15
OPERATION OF A MOTORBOAT OR SAILBOAT	10.14

P

PERFORMANCE OF UNAUTHORIZED OFFICIAL ACT	7.6
PERMITTING A PUBLIC NUISANCE	9.5
PETITION; FALSE SIGNING OF	7.10
PICKETING OF FUNERALS	9.11
POSSESSION OF A CONTROLLED SUBSTANCE	9.9.5
POSSESSION OF A GAMBLING DEVICE	11.10
POSSESSION OF A SIMULATED SUBSTANCE	9.9.5
POSSESSION OF MARIJUANA AND TETRAHYDROCANNABINOLS; UNLAWFUL	9.9.1
POSSESSION OF A VISUAL DEPICTION OF A CHILD; UNLAWFUL	5.1.2
POSTING OF POLITICAL PICTURES AND POLITICAL ADVERTISEMENTS	9.13
PRESENTING/PERMITTING A FALSE CLAIM	7A.3
PRIVACY; BREACH OF	3.12
PROMOTING OBSCENITY	11.1

PROMOTING OBSCENITY TO MINORS	11.2
PROTECTION FROM ABUSE ORDER; VIOLATION OF	3.8
PROTECTIVE ORDER, VIOLATION OF	3.8.1
PURCHASE, CONSUMPTION OR POSSESSION OF ALCOHOLIC LIQUOR OR CMB BY A MINOR;18-21. ...	5.8
PURCHASE OR POSSESSION OF CIGARETTES OR TOBACCO PRODUCTS BY A MINOR	5.6

R

RECORDING; UNLAWFUL USE OF	6.23.1
RECORDING DEVICE; UNLAWFUL USE OF	6.23
RESTRAINT; UNLAWFUL	3.6
RIOT	9.4

S

SALE OF MEDICINES AND DRUGS THROUGH VENDING MACHINES	10.19
SEIZURE OF WEAPON	10.7
SELLING BEVERAGE CONTAINERS WITH DETACHABLE TABS	10.21
SELLING, GIVING OR FURNISHING CIGARETTES OR TOBACCO PRODUCTS TO A MINOR	5.7
SERIAL NUMBERS	6.12
SEWERS; DAMAGING	6.15
SEWERS; UNLAWFUL DEPOSITS	6.14
SEVERABILITY	13.2
SEXUAL RELATIONS; BUYING	4.5
SEXUAL RELATIONS; SELLING	4.3
SIMULATING LEGAL PROCESS	7.7
SMOKE DETECTOR; FAILURE TO PLACE OR MAINTAIN	10.18
SMOKING PROHIBITED	10.24
SMOKING PROHIBITED; PENALTIES	10.26
SMOKING; POSTING PREMISES	10.25
STALKING	3.13

T

TAKING WILDLIFE WITHOUT PERMISSION ON LAND POSTED "BY WRITTEN PERMISSION ONLY"	6.21
TAMPERING WITH A LANDMARK	6.9
TAMPERING WITH A TRAFFIC SIGNAL	6.10
TAMPERING WITH PUBLIC NOTICE	7.9
TAMPERING WITH PUBLIC RECORD	7.8

TATTOOING; PERSONS UNDER 18 YEARS OF AGE	10.17
TAX INFORMATION; UNLAWFUL DISCLOSURE	8.2
THEFT	6.1
THEFT OF PROPERTY LOST, MISLAID OR DELIVERED BY MISTAKE	6.3
THROWING OBJECTS	10.16
TOBACCO PRODUCTS; POSSESSION BY MINOR	5.6
TOBACCO PRODUCTS; SELLING, GIVING OR FURNISHING TO A MINOR	5.7
TRANSMISSION OF A VISUAL DEPICTION OF A CHILD; UNLAWFUL	5.1.3
TRESPASS	6.7
TRESPASSING ON RAILROAD PROPERTY	6.7.1

U

UNLAWFUL PUBLIC DEMONSTRATION AT A FUNERAL.....	9.11
UNLAWFUL USE OF A COMMUNICATION FACILITY...	4.5.1
USE OF A FINANCIAL CARD	6.17
USE OF WEAPONS.....	10.1

V

VIOLATION OF A PROTECTIVE ORDER.....	3.8.1
VIOLATION OF PROTECTION FROM ABUSE ORDER ...	3.8

W

WATERCRAFT; LIFESAVING DEVICES REQUIRED.....	5.5
WEAPONS; CRIMINAL USE.....	10.1
WITHHOLDING POSSESSION OF PUBLIC PROPERTY	6.13
WITNESS OR VICTIM; INTIMIDATION OF	7.15
WORTHLESS CHECK, GIVING.....	6.16

CHANGES IN UNIFORM PUBLIC OFFENSE CODE FOR THE 36th EDITION

The following represent the changes in the Uniform Public Offense Code from the 35th Edition to the 36th Edition.

Section 1.1	Definitions. Added: Explosives
Section 5.7	Selling, Giving or Furnishing Cigarettes Or Tobacco Products to a Minor
Section 6.24	Typo Corrected
Section 10.1	Criminal Use of Weapons
Section 10.2	Deleted
Section 10.3	Deleted
Section 10.29	Violation of a Public Health Order



THE
LEAGUE
OF KANSAS MUNICIPALITIES



THE
LEAGUE
OF KANSAS MUNICIPALITIES

300 SW 8th Avenue, Suite 100
Topeka, KS 66603

11-701. AMENDMENTS. The Uniform Public Offense Code, such edition as set forth within Section 11-102 above, Article 7, Offenses Affecting Governmental Functions, is hereby amended to include the following sections:

~~—(a) RESISTING ARREST. (1) It shall be unlawful for any person, by use of force or violence or threat thereof, to intentionally prevent or attempt to prevent any law enforcement officer from arresting any person.~~

~~—(2) It is no defense to a prosecution under this section that a law enforcement officer was attempting to make an arrest which was in fact unlawful if he or she was acting under color of his or her official authority and in making the arrest he or she did not resort to such excessive force as to give rise to a right of self-defense under state law.~~

Violation of this section is a Class A violation.

(b) DUTY TO OBEY POLICE, DUTY TO AID POLICE. (1) No person shall refuse to assist any law enforcement officer in making an arrest or performing any other official duty, when requested to do so by such officer.

(2) It shall be unlawful for any person to willfully disobey a lawful order of law enforcement officer.

Violation of this section is a Class B violation.

~~(c) COMPENSATION FOR PAST OFFICIAL ACTS. (1) Compensation for past official acts is giving or offering to give any public officer or employee any benefit, reward or consideration for having given, in his or her official capacity as such public officer or employee, a decision, opinion, recommendation or vote favorable to the person giving or offering such benefit, reward or consideration, or for having performed an act of official misconduct.~~

~~—(2) This section shall not apply to the following:~~

~~—(aa) Gifts or other benefits conferred on account of kinship;~~

~~—(bb) Other personal, professional or trivial benefits incidental to person, professional or business contacts and involving no substantial risk of undermining official impartiality.~~

(~~d~~c) FAILURE TO RETURN LIBRARY MATERIALS. It is unlawful for any person to fail to return any book, newspaper, magazine, pamphlet, manuscript, article, art, painting, phonograph record, film or any other property provided by the Haysville Public Library. It shall be prima facie evidence of intent to permanently deprive the owner of the possession, use or benefit thereof if the defendant failed to return such book or material within 30 days after receiving notice from the library requesting its return, in which case the subsequent return of the book or material within the 30-day period shall exempt such transaction from consideration as prima facie evidence as provided in this section.

(ed) PENALTY. Each day this violation is committed shall constitute a separate violation. Violation of this section is a Class C Misdemeanor.
(Code 2007; Code 2008; Code 2009; Code 2021)

11-1002 PENALTY FOR VIOLATION OF A PUBLIC HEALTH ORDER. Section 10.29(b)
Setting forth the Penalty for a violation of a Public Health Order is amended to read as follows:

(b) A violation of this Section shall result in the following: (i) first violation, written warning; (ii) second violation, \$50.00 fine; (iii) third violation and thereafter, \$100.00 fine.

12-115. CEREAL MALT OR ALCOHOLIC BEVERAGES WITHIN PUBLIC PARKS.

(a) The use or consumption of any cereal malt beverage, or alcoholic liquor is prohibited in any park, except in conformance with a lawfully issued Special Event Permit.

~~(b) The Historic District is exempted from the provisions of subsection (a), and exempted from the provisions of K.S.A. 41-719, all in accordance with K.S.A. 41-719(d). Alcoholic liquor or cereal malt beverage consumption within the Historic District is limited to those occasions associated with an agreement or permit issued by the City in which such consumption is specifically allowed.~~

(b) The following areas are exempt from the provisions of KSA 41-719(d): (i) The Historic District; (ii) Riggs Park - Lions Shelter; (iii) Senior Center - Entire facility except office and storage rooms; (iv) Activity Center - rental room and patio; and (v) Riggs Park - Area just southeast of the Band Shell consisting of a trapezoid with the following parameters: the northern line of the trapezoid shall be 25 feet in length and 27 feet south of the southeast side of the stage and 20 feet from the sidewalk in front of the stage; at the eastern terminus of the northern line, the line shall continue south by southeast 55 feet in length; the southern line shall then run west 40 feet to the southwest corner of the area; then the west line shall travel 55 feet north by northeast to meet with the western edge of the northern line.

(c) Alcoholic liquor or cereal malt beverage consumption in any area described in 12-115 (b) above is limited to those occasions associated with an agreement or permit issued by the City in which such consumption is specifically allowed.

(Ord. 278, Sec. 16; Code 2015; Code 2016; Ord. 1066)

14-101. STANDARD TRAFFIC ORDINANCE INCORPORATED. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Haysville, Kansas, that certain standard traffic ordinance known as the “Standard Traffic Ordinance for Kansas Cities, 2019 Edition”, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas. Not less than one (1) copy of the standard traffic ordinance shall be marked or stamped “Official Copy as Adopted by the Ord. No. 1065” and to which shall be attached a copy of the ordinance adopting the standard code with any amendments not otherwise set forth within the Haysville Municipal Code, and such copy shall be filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at cost to the city, such number of official copies of the standard traffic ordinance similarly marked, as may be deemed expedient. All amendments to such Standard Traffic Ordinance as set forth within this Chapter shall be incorporated into the Official Copy of the Standard Traffic Ordinance, including a copy of this Chapter.
(Ord. 493-A; Ord. 823; Code 2003, Code 2004, Code 2005, Code 2006; Code 2007; Code 2008; Code 2009; Code 2010, Ord. 971; Ord. 983; Ord. 997, Code 2013; Ord. 1005, Code 2014; Ord. 1018, Code 2015; Ord. 1037, Code 2016; Ord. 1048, Code 2018; Ord. 1056, Code 2019; Ord. 1065, Code 2020; Ord. _____, Code 2021)

15-106. WATER SERVICE INSTALLATION. The rules and regulations regarding the water service installation shall be as follows:

(a) Only authorized city personnel shall be responsible for tapping the main, installing the service line to the meter and setting the meter in the street right-of-way, which gives the structure its address, as close to the property line as practical ~~inside the property line~~ of the premises to be served. The location of the required water meter and underground service barrel shall be on the house side of the approach located in the public right-of-way. All locations of said meter and underground barrel requirements are subject to the approval of the public director or his/her designee. If, in the determination of the public works director, the service line request is more than fifty (50) feet from the main, the owner of the premises shall be charged the expense of extending the main.

(Code 1971, Sec. 12-107; Code 1984; Ord. 551; Code 2003; Code 2020)

15-107. TAP CHARGES & CODE COMPLIANCE. The connection charges and code compliance in regard to this article shall be as follows:

(a) Tap Fee. The city clerk is hereby authorized and directed to collect a fee as set out in Chapter 17 for each water meter connection. This fee is to be paid at the time application is made.

(b) Cost of Installation. The cost of any installation and connection of 3/4 inch or 5/8 inch to 1 inch will be as established by Chapter 17. The cost of any installation and connection (including meter cost) larger than one (1) inch shall be borne by the owner and shall be properly installed by such. The meter shall become the property of the city upon final inspection and approval. If a new water service is requested where a permit is required by Sedgwick County or Kansas Department of Transportation, these costs will be paid by the owner.

(c) Installation and Code Compliance. The installation must be made by workers licensed to perform such work in the city, and the owner shall indemnify, defend, and hold harmless the city from any loss or damage that may directly or indirectly be occasioned by the installation of the waterworks and connection. All work performed shall comply with the regulations and codes of the city. All water service lines shall be installed in separate trenches and have their own meter pit unless approved by the public works director. No permanent mailbox (stone or brick) shall be installed within five (5) lateral feet of any water meter.

(d) Final Inspection. The waterworks connection shall not be covered or otherwise concealed by any material until a final inspection has been made by the public works director or his/her designee and ~~written~~ permission has been given to cover or otherwise conceal such connections to the waterworks system.

(e) Penalty. Any person found to be violating any provisions of this section shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Any person who shall continue any violation beyond the time limit provided for in this section shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined in

an amount not exceeding two hundred dollars (\$200) for each violation. Each day in which any such violation shall continue shall be deemed a separate offense. Any person violating any of the provisions of this article shall be liable to the city for any expense, loss, or damage occasioned to the city by reason of such violation.
(Ord. 659; Code 2003; Code 2007)

15-130. PROHIBITED CONNECTIONS. Connections to the public potable water supply system for the following is prohibited unless properly protected by the appropriate backflow prevention device.

- (a) Bidets.
- (b) Operating, dissecting, embalming and mortuary tables or similar equipment- in such installations the hose used for water supply shall terminate at least twelve (12) inches away from every point of the table or attachments.
- (c) Pumps for non-potable substances. Priming only through an air gap.
- (d) Building drains, sewers or vent systems.
- (e) Commercial buildings or industrial plants manufacturing or otherwise using polluting or contaminating substances.
- (f) Any fixture of similar hazard.
- (g) Underground sprinkler systems

(Ord. 596; Code 2003)

15-405. SEWER SYSTEM INSTALLATION. Any installation as provided for by this article shall be made by persons licensed to perform such work in the city and the owner shall indemnify, defend and hold harmless the city from any loss or damage that may directly or indirectly be occasioned by the installation of the sewer tap and connection and/or the installation of a private sewage disposal system.

(Ord. 406, Sec. 3; Code 2003)

15-406. SEWER SYSTEM, FINAL INSPECTION. The sewer connection shall not be covered by any material until a final inspection has been made by the public works director or his or her authorized designee and ~~written~~ permission has been given to cover such connections to the sewer system. At the time of Final Inspection of said private sewage disposal system, the licensed contractor responsible for such installation, shall provide in writing, the layout of the system with distances and dimensions drawn for reference and submitted to the Public Works Director or his/her designee.

(Ord. 406, Sec. 4)

17-315. CLEANING FEE. Any person renting the Community Building, Haysville Activity Center Rental Room or Senior Center shall in addition to all other fees and charges charged under this Article for such rental also be required to pay a reasonable nonrefundable cleaning fee, as set by City staff from time to time.

17-333. ELECTRICAL PERMITS. Fees for Electrical Permits shall be subject to a \$25.00 permit issuance fee plus any applicable fees as outlined in the permit application.~~Fees for building permits shall be set for in the Electrical Code as adopted and enforced by the City of Haysville.~~
(Code 2003; Code 2007; Code 2012; Code 2020)

17-352. MECHANICAL PERMITS. Fees for mechanical permits shall include a nonrefundable fee of \$25.00 dollars plus all other applicable fees as outline in the permit application.~~be set forth in the Mechanical Code as adopted and enforced by the City of Haysville.~~
(Code 2020)

17-362. PLUMBING PERMITS. Fees for plumbing permits shall include a nonrefundable fee of \$25.00 dollars plus all other applicable fees as outline in the permit application.~~Fees for building permits shall be set forth in the Plumbing Code as adopted and enforced by the City of Haysville.~~
(Code 2003; Code 2007; Code 2012; Code 2020)

17-372. ROOFING AND SIDING PERMITS. Fees for Roofing and Siding Permits shall include a nonrefundable \$25.00 dollar office fee, a project valuation fee, and any applicable contractors licensing fee.~~be set forth in the Building and Residential Code as adopted and enforced by the City of Haysville.~~
—(Code 2020)

17-394. WIRELESS COMMUNICATION FACILITY. The fee for a wireless communication is determined based on the nature of the work as outlined in Chapter 16 section 505 of the City Code and the Permit Application.

Class A: Permits in this classification shall have a fee based on project valuation as outlined in 17-310 of this Code.

ClassB: Permits in this classifaction shall have a fee of \$100.00.

Class C: Permits in this classification shall have a fee of \$350.00.



HAYSVILLE POLICE DEPARTMENT

November 2020

TOTAL CALLS	0860	DOGS IMPOUNDED	09
CASE NUMBERS ISSUED	333	SUMMONS ISSUED	04
SUMMONS ISSUED	165	RELEASED TO OWNER	05
CITY CODE	08	RELEASED TO COUNTY	03
CRIMINAL MISD	19	DECEASED ANIMALS	00
TRAFFIC MISD	48	ANIMALS HELD	01
TRAFFIC INF	81		
VOIDED	03	CONTACTS FOR NO	
WARNINGS	09	CITY LICENSE	00
ARRESTS	61	LICENSES PURCHASED	
ADULT	55	15 th TO 15 th OF MONTH	25
JUVENILE	04		
CINC	02		
CITE/RELEASE	30		
CITE/RELEASE	00		
HPD WARRANTS	14		
OUTSIDE ARRESTS	11		
MV ACCIDENTS	12	WARRANTS ISSUED	18
INJURY	01		
NON-INJURY	11		
VACATION HOMES	05		
COMMUNITY POLICING	01	K9 DEPLOYMENTS	01
		MILES DRIVEN	12,301
SPECIAL WATCH	4		
CRS WALK –INS	188		
INCOMING CALLS	717		
OUTGOING CALLS BY CRS	87		

Code Enforcement Breakdown 2020

Month	Grass	Parking	Nuisance	Inoperable	Court	Total
January		34	20	5	1	60
February		13	23	3	1	40
March		19	14	5		38
April	50	31	11		1	93
May	73	15	9	4	1	102
June	20	38	18	3		79
July	45	25	22	6	4	102
August	41	10	17		2	70
September	26	18	16			60
October	8	21	9	1		39
November	1	17	1	1		20
December		11	2	2		15
	264	252	162	30	10	718

As Of 12/10/2020

VENDOR NO NAME	PAYMENT AMT
10 A&E NOW MERIDIAN ANALYT	990.00
155 ACME WASTE SYSTEMS, LLC.	310.30
195 A-FORD-ABLE	120.00
266 ALL SEASONS SPORTSWEAR	7.00
290 AMERI-GRAPHICS SPECIAL T	192.50
433 ARMSTRONG CHAMBERLIN	1,278.29
434 ARNOLD, SAM	35.00
470 ASSOCIATED MATERIAL & SUP	43.32
737 BETTLES, CHAD L.	35.00
798 BLACK EAGLE MARTIAL ARTS	625.00
801 BLACKBURN MFG CO	516.68
817 BORDER STATES ELECTRIC	188.75
836 BRENNTAG SW	1,002.25
845 BROOKS GREASE SERVICE	260.00
978 CNA SURETY	100.00
1155 CINTAS CORPORATION	1,244.78
1176 CITY ELECTRIC SUPPLY	29,165.34
1229 CM3, INC.	1,395.46
1286 CONCO CONSTRUCTION	196,921.06
1307 CORE & MAIN (HD SUPPLY)	287.00
1308 COOPER LAW OFFICES LLC	1,350.00
1325 COX COMMUNICATIONS	1,904.08
1328 CORTEZ, FRANCISCO S. III	35.00
1455 DAVIS-MOORE AUTO GROUP	63,672.00
1760 EVANS, MARIANNA	250.00

VENDOR NO NAME	PAYMENT AMT
1766 EVERGY	7,209.59
1825 FASTENAL COMPANY	99.03
1950 FOLEY INDUSTRIES	248.44
1982 HRDIRECT	79.99
2000 GALLS LLC	267.86
2150 GRAINGER	149.23
2186 GREEN, SARAH - LAW OFFICE	250.00
2230 HACH COMPANY	872.52
2246 HAMPEL OIL	2,894.89
2345 HAYSVILLE RENTAL CENTER	23.00
2367 HAYSVILLE TRUE VALUE	729.23
2490 HOME DEPOT PRO	516.14
2500 HAC DBA HOMELAND	154.46
2613 IMAGEQUEST	136.06
2673 INSTANT TIRE SERVICE	201.00
2860 JONES, DAN	35.00
2874 K & A PROPERTY MAINT	2,993.00
2973 KS BG INC	1,459.68
3150 KDOR WATER SALES TAX	860.60
3230 KS GAS SERVICE-PRIMARY	189.28
3248 KANSASLAND TIRE	150.80
3249 KANSASLAND TIRE & SVC.	268.58
3275 KS MUNICIPAL INSURANCE TR	73,576.00
3295 KS ONE-CALL SYSTEM	714.00
3300 KS PAVING INC	254,008.80

VENDOR NO NAME	PAYMENT AMT
3350 KS STATE TREASURE REINST	1,554.00
3500 KONICA MINOLTA BUS SYS	467.44
3568 KWLS RADIO, LLC.	150.00
3666 LEACH, CIARA	35.00
3670 LEAGUE OF KS MUN	4,924.64
3724 LIPPOLDT, MICHAEL J.	35.00
3725 LITCHFIELD, MARSHALL	35.00
3744 LOGO DEPOT	219.00
3770 LOWE'S BUSINESS ACCOUNT	159.39
3790 M6 CONCRETE ACCESSORIES	514.72
3818 MANNY, KIRBY	35.00
3860 MAXIMUM OUTDOOR EQUIPMENT	103.44
3910 MCDANIEL COMPANY INC	280.00
3945 MCHATTON ZACH	35.00
3947 MCMILLAN-BREWER, LEVI	35.00
4055 MIDWEST TRUCK EQUIPMENT I	19.00
4210 MURPHY TRACTOR & EQUIPMEN	24,326.00
4243 MYTOWN MEDIA	360.00
4312 NCSI	74.00
4348 NEW MEDICAL HEALTH CARE	727.50
4351 NEWEGG BUSINESS, INC.	2,109.46
4370 OFFICE DEPOT	988.89
4396 O'REILLY AUTOMOTIVE INC	2,510.62
4457 PASSIO TECHNOLOGIES	60.50
4520 PETTY CASH	1,481.86

VENDOR NO NAME	PAYMENT AMT
4550 PHILLIPS SOUTHERN ELECTRI	111,090.00
4662 POWERPLAN	23,034.71
4708 PRICHARD ANIMAL HOSPITAL	21.00
4716 PROCOM LMR INC	235.00
4750 PROFESSIONAL ENGINEERING	24,620.01
4860 QUILL CORPORATION	114.94
4985 REDDI IND. OVERHEAD DOOR	531.20
5056 RINEHART SEAN	35.00
5231 SAM'S CLUB	1,948.27
5323 SECURITY PRO USA	2,985.00
5330 SEDGWICK COUNTY ELECTRIC	1,550.06
5335 SEDG CTY FIN-JAIL FEES	425.85
5430 SHERWIN-WILLIAMS - 31ST	140.35
5435 SHIRTS PLUS	60.00
5444 SIMONS JOHNATHAN	35.00
5533 SOHM, JENNIFER M.	35.00
5914 TOPINKA, CALE	35.00
5916 TIMES-SENTINEL NEWSPAPERS	108.33
5954 TRESCO MASONRY, INC.	5,700.00
5982 UNDERGROUND VAULTS & STRG	70.00
6082 UPS	107.19
6095 USA BLUE BOOK	108.59
6100 USA SHADE & FABRIC STRUCT	7,900.00
6234 VERIZON WIRELESS	756.14
6324 WARD JILL	35.00

VENDOR NO NAME	PAYMENT AMT
6345 WASTE CONNECTIONS INC	1,213.34
6383 WELLBEATS	149.00
6606 WICHITA SHREDDING, LLC.	115.00
6630 WICHITA WINWATER	43.00
6662 WILDCAT PAINTING, INC.	22,500.00
6700 WILLIAMS JANITORIAL SUPPL	188.67
6727 WORRELL, CHRISTOPHER	35.00
10042 GERMAN, CHRISTOPHER	27.00
10066 JACKSON, JENNIFER	150.00
10112 LESLIE, TANNER	60.00
10695 WARKINS, AUSTIN	75.00
10720 YBARRA JESSIE	80.00
	=====
REPORT TOTAL	897,574.10

FUND	NAME	TOTAL
01	GENERAL FU	100,137.68
10	SEWER FUND	10,827.31
11	WATER FUND	35,214.72
21	STREET FUN	55,147.97
24	LAW ENFORC	2,985.00
30	RECREATION	5,193.08
32	HAYSVILLE	33.48
34	STATE LAW	235.64
36	CAPITAL IM	123,664.04
54	HIGHWAY IM	20,701.01
65	TN 2020A	257,727.80
69	BOND SERIE	196,921.06
81	EQUIPMENT	42,843.57
92	TR GUEST T	890.00
97	ST STREET	36,937.00
98	ST PARK RE	7,900.00
99	ST REC RES	214.74
		=====
	TOTAL	897,574.10

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ

INTRUST							
10 MERIDIAN ANALYTICAL LABS, LLC.							
W0003134	1	12/15/20	12/08/20	WATER TESTING	100.00	11 11-31-2040	1
				INVOICE TOTAL	100.00		
W0003181	1	12/15/20	12/08/20	WATER TESTING	260.00	10 10-30-2040	1
				INVOICE TOTAL	260.00		
W0003210	1	12/15/20	12/08/20	WATER TESTING	420.00	10 10-30-2040	1
				INVOICE TOTAL	420.00		
W0003253	1	12/15/20	12/10/20	WATER TESTING	210.00	10 10-30-2040	1
				INVOICE TOTAL	210.00		
				VENDOR TOTAL	990.00		
155 ACME WASTE SYSTEMS, LLC.							
19393	1	12/15/20	12/10/20	WASTE DISPOSAL - PW YARD	103.43	10 10-30-2006	1
	2			WASTE DISPOSAL - PW YARD	103.43	11 11-31-2006	1
	3			WASTE DISPOSAL - PW YARD	103.44	21 21-41-2006	1
				INVOICE TOTAL	310.30		
				VENDOR TOTAL	310.30		
195 A-FORD-ABLE-LOCKSMITHING INC							
100846	1	12/15/20	12/08/20	MASTER PADLOCK #3 12 EA. - PW	30.00	10 10-30-2009	1
	2			MASTER PADLOCK #3 12 EA. - PW	30.00	11 11-31-2009	1
	3			MASTER PADLOCK #3 12 EA. - PW	30.00	21 21-41-2009	1
	4			MASTER PADLOCK #3 12 EA. - PW	30.00	01 01-03-2009	1
				INVOICE TOTAL	120.00		
				VENDOR TOTAL	120.00		
266 ALL SEASONS SPORTSWEAR							
73792	1	12/15/20	12/08/20	EMBROIDERY - UNIFORM SHIRTS	7.00	01 01-13-2016	1
				1 EA.-HAYSVILLE TRANSIT DRIVER			
				INVOICE TOTAL	7.00		
				VENDOR TOTAL	7.00		
290 AMERI-Graphics SPECIAL T'S							
8609	1	12/15/20	12/08/20	"WALK"TOBER T-SHIRTS 35EA.	192.50	30 30-50-2092	1
				INVOICE TOTAL	192.50		
				VENDOR TOTAL	192.50		
433 ARMSTRONG CHAMBERLIN							
14480	1	12/15/20	12/09/20	SEM MGMNT./REPORTING-NOV 2020	300.00	92 92-66-3001	1
	2			GOOGLE SEARCH/DISPL - NOV 2020	978.29	36 36-56-3005	1
				INVOICE TOTAL	1,278.29		
				VENDOR TOTAL	1,278.29		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ

434 SAM ARNOLD								
DEC 2020	1	12/15/20	12/08/20	CELL PHONE REIMBURSEMENT	35.00	01	01-21-2012	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
470 ASSOCIATED MATERIAL & SUPPLY								
41518	1	12/15/20	12/08/20	FILL SAND 16.66 TONS - STREETS	43.32	21	21-41-2009	1
				INVOICE TOTAL	43.32			
				VENDOR TOTAL	43.32			
737 CHAD BETTLES								
DEC 2020	1	12/15/20	12/08/20	CELL PHONE REIMBURSEMENT	35.00	01	01-20-2002	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
798 DOJANG LLC								
NOV 2020	1	12/15/20	12/08/20	25 STUDENTS FOR LESSONS @\$25EA	625.00	30	30-50-1250	1
				INVOICE TOTAL	625.00			
				VENDOR TOTAL	625.00			
801 BLACKBURN MFG CO								
0635473-IN	1	12/15/20	12/10/20	FLO BLUE - WATER TAG	90.72	11	11-31-2012	1
	2			FLO PINK - TEMP SVC. FLAG	15.12	10	10-30-2012	1
	3			FLO PINK - TEMP SVC. FLAG	15.12	11	11-31-2012	1
	4			FLO PINK - TEMP SVC. FLAG	15.12	21	21-41-2012	1
	5			BRILLIANT WHT. MARKING PAINT	15.12	10	10-30-2012	1
	6			BRILLIANT WHT. MARKING PAINT	15.12	11	11-31-2012	1
	7			BRILLIANT WHT. MARKING PAINT	15.12	21	21-41-2012	1
	8			PR LG 21 LOCATE FLAGS 1000EA.	69.80	11	11-31-2012	1
	9			PR LG 21 LOCATE FLAGS 1000EA.	23.26	10	10-30-2012	1
	10			PR LG 21 LOCATE FLAGS 1000EA.	23.27	11	11-31-2012	1
	11			PR LG 21 LOCATE FLAGS 1000EA.	23.27	21	21-41-2012	1
	12			PR LG 21 LOCATE FLAGS 1000EA.	23.26	10	10-30-2012	1
	13			PR LG 21 LOCATE FLAGS 1000EA.	23.27	11	11-31-2012	1
	14			PR LG 21 LOCATE FLAGS 1000EA.	23.27	21	21-41-2012	1
	15			PR LG 21 LOCATE FLAGS 1000EA.	23.26	10	10-30-2012	1
	16			PR LG 21 LOCATE FLAGS 1000EA.	23.27	11	11-31-2012	1
	17			PR LG 21 LOCATE FLAGS 1000EA.	23.27	21	21-41-2012	1
	18			SHIPPING/HANDLING	18.68	10	10-30-2012	1
	19			SHIPPING/HANDLING	18.68	11	11-31-2012	1
	20			SHIPPING/HANDLING	18.68	21	21-41-2012	1
				INVOICE TOTAL	516.68			
				VENDOR TOTAL	516.68			
817 BORDER STATES ELECTRIC SUPPLY								
921114547	1	12/15/20	12/08/20	LED BULBS 25 EA. - CITY HALL	188.75	01	01-09-2025	1
				INVOICE TOTAL	188.75			
				VENDOR TOTAL	188.75			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ

BSW253913				836 BRENNTAG SOUTHWEST INC				
	1	12/15/20	12/08/20	CHLORINE 900 LBS. (WATER)	1,002.25	11	11-31-2009	1
				INVOICE TOTAL	1,002.25			
				VENDOR TOTAL	1,002.25			
247797				845 BROOKS GREASE SERVICE, INC.				
	1	12/15/20	12/11/20	PUMP/CLEAN GREASE TRAP-SR CNTR	260.00	01	01-12-2025	1
				INVOICE TOTAL	260.00			
				VENDOR TOTAL	260.00			
12/15/2020				978 CNA SURETY				
	1	12/15/20	12/08/20	BOND #71987967 ANNUAL PREMIUM	50.00	10	10-30-2004	1
	2			BOND #71987967 ANNUAL PREMIUM	50.00	11	11-31-2004	1
				INVOICE TOTAL	100.00			
				VENDOR TOTAL	100.00			
4067520917				1155 CINTAS CORPORATION #451				
	1	12/15/20	12/08/20	SHOP TOWELS & SUPPLIES	43.37	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	43.37	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	43.36	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	29.87	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	7.52	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	48.38	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	40.50	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	25.00	21	21-41-2016	1
				INVOICE TOTAL	281.37			
4067642878	1	12/15/20	12/08/20	PW BREAK/RESTROOM CLEANING	26.17	10	10-30-2004	1
	2			PW BREAK/RESTROOM CLEANING	26.17	11	11-31-2004	1
	3			PW BREAK/RESTROOM CLEANING	26.17	21	21-41-2004	1
	4			PW BREAK/RESTROOM CLEANING	26.17	01	01-03-2004	1
	5			PW BREAK/RESTROOM CLEANING	26.17	01	01-20-2004	1
				INVOICE TOTAL	130.85			
4068168940	1	12/15/20	12/08/20	SHOP TOWELS & SUPPLIES	43.15	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	43.15	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	43.14	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	29.87	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	7.52	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	44.32	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	46.75	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	21.88	21	21-41-2016	1
				INVOICE TOTAL	279.78			
4068954262	1	12/15/20	12/08/20	SHOP TOWELS & SUPPLIES	43.15	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	43.15	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	43.14	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	29.87	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	7.52	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	41.26	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	46.75	11	11-31-2016	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
<hr/>							
	8			UNIFORM CLEAN & RENT	21.88	21 21-41-2016	1
				INVOICE TOTAL	276.72		
4069660279	1	12/15/20	12/11/20	SHOP TOWELS & SUPPLIES	42.93	10 10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	42.92	11 11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	42.92	21 21-41-2009	1
	4			UNIFORM CLEAN & RENT	29.87	01 01-03-2012	1
	5			UNIFORM CLEAN & RENT	7.52	01 01-20-2016	1
	6			UNIFORM CLEAN & RENT	41.26	10 10-30-2016	1
	7			UNIFORM CLEAN & RENT	46.75	11 11-31-2016	1
	8			UNIFORM CLEAN & RENT	21.89	21 21-41-2016	1
				INVOICE TOTAL	276.06		
				VENDOR TOTAL	1,244.78		
1176 CITY ELECTRIC SUPPLY CO.							
WCC/019635	1	12/15/20	12/08/20	GROUND RODS/CLAMPS/LUBRICANT	132.84	36 36-56-3047	1
				MERIDIAN STREET ANTIQUE LIGHTS			
				INVOICE TOTAL	132.84		
WCC/019708	1	12/15/20	12/11/20	14' AVENUE POLE 25EA.	24,625.00	36 36-56-3047	1
	2			CAST BOX 25EA.	2,550.00	36 36-56-3047	1
	3			GROUND FREIGHT	1,585.50	36 36-56-3047	1
				INVOICE TOTAL	28,760.50		
WCC/019783	1	12/15/20	12/11/20	DIRECT BURIAL STUD W/MOUNT PLT	272.00	36 36-56-3047	1
				2EA. - ANTIQUE LIGHTS			
				INVOICE TOTAL	272.00		
				VENDOR TOTAL	29,165.34		
1229 CM3, INC.							
SD6300	1	12/15/20	12/10/20	INSTALL NEW IGNITER/GENERATOR	522.50	10 10-30-2006	1
	2			INSTALL NEW GAS PRESSURE REG.	570.00	10 10-30-2006	1
	3			IGNITER/SPARK REGULATOR	235.04	10 10-30-2006	1
	4			PRESSURE REGULATOR	62.74	10 10-30-2006	1
	5			BUSHING	5.18	10 10-30-2006	1
				INVOICE TOTAL	1,395.46		
				VENDOR TOTAL	1,395.46		
1286 CONCO CONSTRUCTION							
12/15/2020 APP. 03	1	12/15/20	12/08/20	PROJECT: DEWATERING FACILITY	196,921.06	69 69-66-3002	1
				INVOICE TOTAL	196,921.06		
				VENDOR TOTAL	196,921.06		
1307 CORE & MAIN							
N273118	1	12/15/20	12/08/20	1X300' IPS POLY TUBING 600FT.	276.00	11 11-31-2009	1
				INVOICE TOTAL	276.00		
N366732	1	12/15/20	12/08/20	6X1/8" FLANGE ACCES. KIT 1EA.	11.00	10 10-30-2009	1
				INVOICE TOTAL	11.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
VENDOR TOTAL					287.00		
1308 COOPER LAW OFFICES LLC							
11/24/2020	1	12/15/20	12/08/20	PUBLIC DEFENDER SVCS. 11/24/20	600.00	01 01-06-2037	1
INVOICE TOTAL					600.00		
12/09/2020							
	1	12/15/20	12/10/20	CASE #20-3094/20-3352/20-3542	375.00	01 01-06-2037	1
				& 20-4179			
	2			CASE #20-1476	75.00	01 01-06-2037	1
	3			CASE #20-3171	75.00	01 01-06-2037	1
	4			CASE #18-4877/19-1786/20-198	225.00	01 01-06-2037	1
INVOICE TOTAL					750.00		
VENDOR TOTAL					1,350.00		
1325 COX COMMUNICATIONS							
DEC 2020	1	12/15/20	12/08/20	CABLE/DATA SVCS. - CITY/PD/CRT	298.73	01 01-01-2002	1
	2			CABLE/DATA SVCS. - CITY/PD/CRT	908.12	01 01-02-2002	1
	3			CABLE/DATA SVCS. - CITY/PD/CRT	30.62	01 01-04-2002	1
	4			CABLE/DATA SVCS. - CITY/PD/CRT	74.68	01 01-06-2002	1
	5			CABLE/DATA SVCS. - CITY/PD/CRT	89.62	01 01-18-2002	1
	6			CABLE/DATA SVCS. - CITY/PD/CRT	30.62	01 01-21-2002	1
	7			CABLE/DATA SVCS. - CITY/PD/CRT	30.62	01 01-22-2002	1
	8			CABLE/DATA SVCS. - CITY/PD/CRT	30.62	01 01-18-2002	1
INVOICE TOTAL					1,493.63		
DEC 2020 PW							
	1	12/15/20	12/08/20	CABLE/DATA SERVICES - PW	27.68	01 01-03-2002	1
	2			CABLE/DATA SERVICES - PW	27.69	01 01-20-2002	1
	3			CABLE/DATA SERVICES - PW	27.69	10 10-30-2002	1
	4			CABLE/DATA SERVICES - PW	27.68	11 11-31-2002	1
	5			CABLE/DATA SERVICES - PW	27.69	21 21-41-2002	1
INVOICE TOTAL					138.43		
DEC 2020 SR CNTR							
	1	12/15/20	12/08/20	CABLE/DATA SERVICES - SR CNTR	272.02	01 01-12-2003	1
INVOICE TOTAL					272.02		
VENDOR TOTAL					1,904.08		
1328 FRANCISCO S.CORTEZ III							
NOV 2020	1	12/15/20	12/08/20	CELL PHONE REIMBURSEMENT	35.00	30 30-50-2002	1
INVOICE TOTAL					35.00		
VENDOR TOTAL					35.00		
1455 DAVIS-MOORE AUTO GROUP							
11-20-2020	1	12/15/20	12/08/20	2020 DODGE RAM 2500	36,937.00	97 97-66-3001	1
INVOICE TOTAL					36,937.00		
12-08-2020							
	1	12/15/20	12/10/20	2020 DODGE RAM 2500	26,735.00	11 11-31-2040	1
INVOICE TOTAL					26,735.00		
VENDOR TOTAL					63,672.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ

1760 MARIANNA K. EVANS							
12/15/2020	1	12/15/20	12/08/20	SR. CNTR. YOGA - NOV 2020	250.00	01 01-12-2012	1
				INVOICE TOTAL	250.00		
				VENDOR TOTAL	250.00		
1766 EVERGY							
NOV 2020 STREET	1	12/15/20	12/08/20	MONTHLY ELECTRIC UTILITIES	7,209.59	01 01-08-2003	1
				INVOICE TOTAL	7,209.59		
				VENDOR TOTAL	7,209.59		
1825 FASTENAL COMPANY							
KSWI263517	1	12/15/20	12/08/20	MISC. SHOVELS/RAKE - ST DEPT	99.03	21 21-41-2006	1
				INVOICE TOTAL	99.03		
				VENDOR TOTAL	99.03		
1950 FOLEY INDUSTRIES							
PS000212823	1	12/15/20	12/08/20	FILTER/ELEMENTS - 924GZ LOADER	62.11	10 10-30-2006	1
	2			FILTER/ELEMENTS - 924GZ LOADER	62.11	11 11-31-2006	1
	3			FILTER/ELEMENTS - 924GZ LOADER	62.11	21 21-41-2006	1
	4			FILTER/ELEMENTS - 924GZ LOADER	62.11	01 01-03-2006	1
				INVOICE TOTAL	248.44		
				VENDOR TOTAL	248.44		
1982 HRDIRECT							
INV9591939	1	12/15/20	12/11/20	POSTER GUARD 1 YEAR RENEWAL	79.99	01 01-10-2077	1
				INVOICE TOTAL	79.99		
				VENDOR TOTAL	79.99		
2000 GALLS LLC							
016992855	1	12/15/20	12/08/20	KOHAUNT NIGHTSTICK 10EA.	95.00	34 34-54-2012	1
				INVOICE TOTAL	95.00		
017079489	1	12/15/20	12/09/20	KOHAUNT NIGHTSTICK 16EA.	140.64	34 34-54-2012	1
				INVOICE TOTAL	140.64		
017098872	1	12/15/20	12/10/20	LAWPRO SLASH GUARD GLOVES 1PR.	32.22	01 01-02-2016	1
				INVOICE TOTAL	32.22		
				VENDOR TOTAL	267.86		
2150 GRAINGER							
9720583500	1	12/15/20	12/08/20	6" THREADED FLANGE/CAM ADAPTER	95.14	10 10-30-2012	1
				INVOICE TOTAL	95.14		
9727438260	1	12/15/20	12/08/20	HOUR METER,AC QUARTZ,2.80" 3EA	54.09	10 10-30-2012	1
				INVOICE TOTAL	54.09		
				VENDOR TOTAL	149.23		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ

DEC 2020	1	12/15/20	12/08/20	2186 LAW OFFICE OF SARAH L. GREEN INTERIM PROSECUTING SERVICES 12/1 COURT DATE - FINAL PYMNT. INVOICE TOTAL	250.00	01		01-06-1100	1
				VENDOR TOTAL	250.00				
12220940	1	12/15/20	12/10/20	2230 HACH COMPANY RGT SET,TNT NITRAVER/AMVER 7EA	784.36	10		10-30-2009	1
	2			FREIGHT CHARGES INVOICE TOTAL	88.16 872.52	10		10-30-2009	1
				VENDOR TOTAL	872.52				
91367896	1	12/15/20	12/09/20	2246 HAMPEL OIL UNLEADED FUEL 1450 GAL	2,178.05	10		10-30-2009	1
	2			DIESEL FUEL 400 GAL INVOICE TOTAL	716.84 2,894.89	10		10-30-2009	1
				VENDOR TOTAL	2,894.89				
74707	1	12/15/20	12/08/20	2345 HAYSVILLE RENTAL CENTER PURCHASE: PROPANE REFILL 11/16 FORKLIFT	5.75	10		10-30-2009	1
	2			PURCHASE: PROPANE REFILL 11/16 FORKLIFT	5.75	11		11-31-2009	1
	3			PURCHASE: PROPANE REFILL 11/16 FORKLIFT	5.75	21		21-41-2009	1
	4			PURCHASE: PROPANE REFILL 11/16 FORKLIFT INVOICE TOTAL	5.75 23.00	01		01-03-2009	1
				VENDOR TOTAL	23.00				
11/30/20	1	12/15/20	12/08/20	2367 HAYSVILLE TRUE VALUE MONTHLY HARDWARE SUPPLIES	11.78	10		10-30-2012	1
	2			MONTHLY HARDWARE SUPPLIES	18.77	11		11-31-2006	1
	3			MONTHLY HARDWARE SUPPLIES	57.26	11		11-31-2009	1
	4			MONTHLY HARDWARE SUPPLIES	88.19	11		11-31-2012	1
	5			MONTHLY HARDWARE SUPPLIES	7.98	21		21-41-2006	1
	6			MONTHLY HARDWARE SUPPLIES	8.28	21		21-41-2012	1
	7			MONTHLY HARDWARE SUPPLIES	117.47	01		01-03-2009	1
	8			MONTHLY HARDWARE SUPPLIES	216.37	01		01-10-2054	1
	9			MONTHLY HARDWARE SUPPLIES	11.18	01		01-09-2025	1
	10			MONTHLY HARDWARE SUPPLIES	4.18	01		01-09-2048	1
	11			MONTHLY HARDWARE SUPPLIES	66.90	36		36-56-3001	1
	12			MONTHLY HARDWARE SUPPLIES	99.40	36		36-56-3047	1
	13			MONTHLY HARDWARE SUPPLIES	7.99	30		30-50-2025	1
	14			MONTHLY HARDWARE SUPPLIES INVOICE TOTAL	13.48 729.23	32		32-52-2012	1
				VENDOR TOTAL	729.23				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ

2490 THE HOME DEPOT PRO									
586580367	1	12/15/20	12/08/20	TOILET PAPER/TOWELS/CUPS (PW)	129.03	10		10-30-2009	1
	2			TOILET PAPER/TOWELS/CUPS (PW)	129.03	11		11-31-2009	1
	3			TOILET PAPER/TOWELS/CUPS (PW)	129.04	21		21-41-2009	1
	4			TOILET PAPER/TOWELS/CUPS (PW)	129.04	01		01-03-2009	1
				INVOICE TOTAL	516.14				
				VENDOR TOTAL	516.14				
2500 HAC INC									
DEC 2020	1	12/15/20	12/09/20	MONTHLY GROCERIES	15.42	10		10-30-2009	1
	2			MONTHLY GROCERIES	9.90	30		30-50-2092	1
	3			MONTHLY GROCERIES	129.14	30		30-50-2094	1
				INVOICE TOTAL	154.46				
				VENDOR TOTAL	154.46				
2613 IMAGEQUEST									
IN391209	1	12/15/20	12/08/20	EQUIP. ID. 36066 - CITY CLERK	34.01	01		01-10-2040	1
	2			EQUIP. ID. 36067 - WORK ROOM	34.01	01		01-10-2040	1
	3			EQUIP. ID. 35815 - ACCTG	34.02	01		01-10-2040	1
	4			EQUIP. ID. 35894 - HR/PAYROLL	34.02	01		01-10-2040	1
				INVOICE TOTAL	136.06				
				VENDOR TOTAL	136.06				
2673 INSTANT TIRE SERVICE									
27667	1	12/15/20	12/08/20	TIRE REPAIR - JD 544K LOADER	201.00	21		21-41-2006	1
				INVOICE TOTAL	201.00				
				VENDOR TOTAL	201.00				
2860 DAN JONES									
DEC 2020	1	12/15/20	12/08/20	REIMBURSE CELL PHONE USE	11.67	10		10-30-2002	1
	2			REIMBURSE CELL PHONE USE	11.67	11		11-31-2002	1
	3			REIMBURSE CELL PHONE USE	11.66	21		21-41-2002	1
				INVOICE TOTAL	35.00				
				VENDOR TOTAL	35.00				
2874 K & A PROPERTY MAINTENANCE LLC									
4860	1	12/15/20	12/08/20	CLEANING - CITY BLDG.	528.00	01		01-09-2040	1
	2			CLEANING - PD	440.00	01		01-09-2040	1
	3			CLEANING - SR.CNTR.	400.00	01		01-12-2025	1
	4			CLEANING - HAC	400.00	30		30-50-2025	1
	5			CLEANING - VICKER'S BLDG.	100.00	01		01-09-2040	1
	6			RENTAL CLEANING - COMM.BLDG.	750.00	01		01-00-5016	1
	7			RENTAL CLEANING - HAC	300.00	30		30-00-5016	1
	8			RENTAL CLEANING - SR.CNTR.	75.00	01		01-00-5016	1
				INVOICE TOTAL	2,993.00				
				VENDOR TOTAL	2,993.00				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ

2973 KANSAS BG INC							
PI0024804	1	12/15/20	12/08/20	BG SUPERCHARGE/DFC PLUS	364.92	10 10-30-2009	1
	2			BG SUPERCHARGE/DFC PLUS	364.92	11 11-31-2009	1
	3			BG SUPERCHARGE/DFC PLUS	364.92	21 21-41-2009	1
	4			BG SUPERCHARGE/DFC PLUS	364.92	01 01-03-2009	1
				INVOICE TOTAL	1,459.68		
				VENDOR TOTAL	1,459.68		
3150 KANSAS DEPT OF REVENUE							
NOV 2020	1	12/15/20	12/08/20	WATER SALES TAX RETURN	860.60	11 11-31-2022	1
				INVOICE TOTAL	860.60		
				VENDOR TOTAL	860.60		
3230 KANSAS GAS SERVICE							
NOV 2020*	1	12/15/20	12/08/20	MONTHLY GAS SVC - 428 S. JANE	189.28	10 10-30-2003	1
				INVOICE TOTAL	189.28		
				VENDOR TOTAL	189.28		
3248 KANSASLAND TIRE							
18361	1	12/15/20	12/09/20	P245/55R18 TIRES 1EA.-CAR#07	150.80	01 01-02-2035	1
				INVOICE TOTAL	150.80		
				VENDOR TOTAL	150.80		
3249 KANSASLAND TIRE & SERVICE							
17825	1	12/15/20	12/08/20	P265/60R17 TIRES 2EA.-TRK #39	268.58	11 11-31-2006	1
				INVOICE TOTAL	268.58		
				VENDOR TOTAL	268.58		
3275 KS MUNICIPAL INSURANCE TRUST							
13-2113	1	12/15/20	12/08/20	2021 WORK COMP INSUR. PREMIUM	73,576.00	01 01-23-2084	1
				INVOICE TOTAL	73,576.00		
				VENDOR TOTAL	73,576.00		
3295 KANSAS ONE-CALL SYSTEM INC							
0100281	1	12/15/20	12/08/20	595 LOCATES \$1.20EA.	238.00	10 10-30-2040	1
	2			595 LOCATES \$1.20EA.	238.00	11 11-31-2040	1
	3			595 LOCATES \$1.20EA.	238.00	21 21-41-2040	1
				INVOICE TOTAL	714.00		
				VENDOR TOTAL	714.00		
3300 KANSAS PAVING INC							
12/15/20 - APP 04	1	12/15/20	12/11/20	COUNTRY LAKES PH. 2 - PAVING	249,778.00	65 65-66-3038	1
	2			COUNTRY LAKES PH. 2 - SEWER	2,745.00	65 65-66-3005	1
	3			COUNTRY LAKES PH. 2 - WATER	1,485.80	65 65-66-3036	1
				INVOICE TOTAL	254,008.80		
				VENDOR TOTAL	254,008.80		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ

3350 KANSAS STATE TREASURER									
DEC 2020	1	12/15/20	12/08/20	REINSTATEMENT FEES	318.00	01		01-06-2060	1
	2			JUDICIAL BRANCH DOCKET FEE	88.00	01		01-06-2060	1
	3			JUDICIAL BRANCH EDUCATION FUND	42.00	01		01-06-2073	1
	4			COURT COSTS/LAW ENF TRNG FUND	1,046.00	01		01-06-2074	1
	5			SEAT BELT SAFETY FUND	60.00	01		01-00-5006	1
				INVOICE TOTAL	1,554.00				
				VENDOR TOTAL	1,554.00				
3500 KONICA MINOLTA BUSINESS									
269934853	1	12/15/20	12/09/20	C458 - HAC - BLK/WHT	20.89	99		99-66-3003	1
	2			C458 - HAC - COLOR	44.85	99		99-66-3003	1
				INVOICE TOTAL	65.74				
269934952	1	12/15/20	12/09/20	C458 - PW - BLK/WHT	7.42	01		01-20-2004	1
	2			C458 - PW - COLOR	47.95	01		01-20-2004	1
				INVOICE TOTAL	55.37				
269935134	1	12/15/20	12/09/20	C458 - CITY HALL - BLK/WHT	52.76	01		01-10-2040	1
	2			C458 - CITY HALL - COLOR	100.80	01		01-10-2040	1
				INVOICE TOTAL	153.56				
269935223	1	12/15/20	12/09/20	C458 -CITY HALL BSMNT-BLK/WHT	4.86	01		01-10-2040	1
	2			C458-CITY HALL BSMNT- COLOR	80.50	01		01-10-2040	1
				INVOICE TOTAL	85.36				
269935401	1	12/15/20	12/09/20	C458 - POLICE DEPT. - BLK/WHT	54.16	01		01-02-2040	1
	2			C458 - POLICE DEPT. - COLOR	53.25	01		01-02-2040	1
				INVOICE TOTAL	107.41				
				VENDOR TOTAL	467.44				
3568 KWLS RADIO, LLC.									
IN-1201118079	1	12/15/20	12/08/20	RADIO ADVERT.-VETS DAY SALUTE	150.00	92		92-66-3001	1
				INVOICE TOTAL	150.00				
				VENDOR TOTAL	150.00				
3666 CIARA LEACH									
NOV 2020	1	12/15/20	12/08/20	CELL PHONE REIMBURSEMENT	35.00	30		30-50-2002	1
				INVOICE TOTAL	35.00				
				VENDOR TOTAL	35.00				
3670 LEAGUE OF KANSAS									
20-2404	1	12/15/20	12/09/20	2020 UPOC HARD COPY 35EA.	262.50	01		01-02-2004	1
	2			2020 UPOC WEBSITE EDITION 1EA.	50.00	01		01-02-2004	1
	3			SHIPPING	9.22	01		01-02-2004	1
				INVOICE TOTAL	321.72				
21-69	1	12/15/20	12/08/20	2021 CITY MEMBERSHIP DUES	856.58	01		01-01-2064	1
	2			2021 CITY MEMBERSHIP DUES	856.58	01		01-18-2012	1
	3			2021 CITY MEMBERSHIP DUES	856.59	10		10-30-2012	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
<hr/>							
	4			2021 CITY MEMBERSHIP DUES	856.58	11 11-31-2012	1
	5			2021 CITY MEMBERSHIP DUES	856.59	21 21-41-2012	1
	6			1 - KS GOV'T JRNL SUBSCRIPT.	20.00	01 01-01-2064	1
	7			1 - KS GOV'T JRNL SUBSCRIPT.	20.00	01 01-02-2012	1
	8			10 - KS GOV'T JRNL SUBSCRIPT.	200.00	01 01-18-2012	1
	9			2 - KS GOV'T JRNL SUBSCRIPT.	40.00	01 01-06-2064	1
	10			1 - KS GOV'T JRNL SUBSCRIPT.	20.00	30 30-50-2015	1
	11			1 - KS GOV'T JRNL SUBSCRIPT.	6.67	10 10-30-2012	1
	12			1 - KS GOV'T JRNL SUBSCRIPT.	6.67	11 11-31-2012	1
	13			1 - KS GOV'T JRNL SUBSCRIPT.	6.66	21 21-41-2012	1
				INVOICE TOTAL	4,602.92		
				VENDOR TOTAL	4,924.64		
3724 MICHAEL J. LIPPOLDT							
DEC 2020	1	12/15/20	12/08/20	REIMBURSE CELL PHONE USE	11.67	10 10-30-2002	1
	2			REIMBURSE CELL PHONE USE	11.67	11 11-31-2002	1
	3			REIMBURSE CELL PHONE USE	11.66	21 21-41-2002	1
				INVOICE TOTAL	35.00		
				VENDOR TOTAL	35.00		
3725 MARSHALL LITCHFIELD							
DEC 2020	1	12/15/20	12/08/20	REIMBURSE CELL PHONE USE	11.67	10 10-30-2002	1
				ON CALL PERSONNEL			
	2			REIMBURSE CELL PHONE USE	11.67	11 11-31-2002	1
				ON CALL PERSONNEL			
	3			REIMBURSE CELL PHONE USE	11.66	21 21-41-2002	1
				ON CALL PERSONNEL			
				INVOICE TOTAL	35.00		
				VENDOR TOTAL	35.00		
3744 LOGO DEPOT							
0 117297	1	12/15/20	12/09/20	VELCRO,CUT & ATTACHED EMBLEMS	219.00	01 01-02-2016	1
				INVOICE TOTAL	219.00		
				VENDOR TOTAL	219.00		
3770 LOWES BUSINESS ACCT/GEGRB							
NOV 2020	1	12/15/20	12/09/20	MONTHLY SUPPLIES	159.39	36 36-56-3048	1
				INVOICE TOTAL	159.39		
				VENDOR TOTAL	159.39		
3790 M6 CONCRETE ACCESSORIES							
0884787-IN	1	12/15/20	12/09/20	ACRYLIC-TIE AT-XP10 SINGLE TUB	71.04	36 36-56-3001	1
				ANGEL OF HOPE			
				INVOICE TOTAL	71.04		
0884790-IN							
0884790-IN	1	12/15/20	12/08/20	MAKITA ROTARY HAMMER SDS MAX	420.00	21 21-41-2006	1
				HR4002 9/16"			
				INVOICE TOTAL	420.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
0885043-IN	1	12/15/20	12/10/20	ACRYLIC TIE 1EA.-ANGEL OF HOPE INVOICE TOTAL	23.68 23.68	36		36-56-3001	1
				VENDOR TOTAL	514.72				
DEC 2020	1	12/15/20	12/08/20	3818 KIRBY MANNY REIMBURSE CELL PHONE USE ON CALL PERSONNEL INVOICE TOTAL	35.00 35.00	01		01-03-2002	1
				VENDOR TOTAL	35.00				
324663	1	12/15/20	12/10/20	3860 MAXIMUM OUTDOOR EQUIPMENT STARTER MOTOR ASSY. - SAND/SALT INVOICE TOTAL	103.44 103.44	21		21-41-2006	1
				VENDOR TOTAL	103.44				
30848	1	12/15/20	12/08/20	3910 MCDANIEL COMPANY INC ANNUAL FIRE INSP. - CITY HALL INVOICE TOTAL	280.00 280.00	01		01-09-2040	1
				VENDOR TOTAL	280.00				
DEC 2020	1	12/15/20	12/08/20	3945 ZACH McHATTON CELL PHONE REIMBURSEMENT INVOICE TOTAL	35.00 35.00	01		01-18-2002	1
				VENDOR TOTAL	35.00				
DEC 2020	1	12/15/20	12/08/20	3947 LEVI BREWER CELL PHONE REIMBURSEMENT INVOICE TOTAL	35.00 35.00	11		11-31-2002	1
				VENDOR TOTAL	35.00				
9676	1	12/15/20	12/10/20	4055 MIDWEST TRUCK EQUIPMENT INC 56131K RELAY - SAND/SALT SPRDR INVOICE TOTAL	19.00 19.00	21		21-41-2006	1
				VENDOR TOTAL	19.00				
12/15/2020	1	12/15/20	12/11/20	4210 MURPHY TRACTOR & EQUIPMENT JD 310SL HL BACKHOE LOADER LEASE PYMNT. 1 OF 5 INVOICE TOTAL	24,326.00 24,326.00	81		81-66-3001	1
				VENDOR TOTAL	24,326.00				
13899-00003-0005	1	12/15/20	12/09/20	4243 MYTOWN MEDIA ELECTRONIC BILLBOARD ADVERT. INVOICE TOTAL	360.00 360.00	92		92-66-3001	1
				VENDOR TOTAL	360.00				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ

4312 NCSI									
5911	1	12/15/20	12/08/20	BACKGROUND PROFILE CHECKS 4EA.	74.00	30		30-50-2092	1
				INVOICE TOTAL	74.00				
				VENDOR TOTAL	74.00				
4348 NEW MEDICAL HEALTH CARE, LLC									
446563	1	12/15/20	12/08/20	T. RONIGER NMHC PHYSICAL	70.00	01		01-02-2012	1
				INVOICE TOTAL	70.00				
446741	1	12/15/20	12/08/20	J. CORBETT NMHC PHYSICAL	70.00	01		01-02-2012	1
				INVOICE TOTAL	70.00				
446888	1	12/15/20	12/08/20	J. CORBETT PCP, BAT, UDS	172.50	01		01-02-2012	1
				INVOICE TOTAL	172.50				
446889	1	12/15/20	12/08/20	T. RONIGER PCP, BAT, UDS	172.50	01		01-02-2012	1
				INVOICE TOTAL	172.50				
448594	1	12/15/20	12/08/20	D. GRISSOM NMHC PHYSICAL	70.00	10		10-30-2012	1
				INVOICE TOTAL	70.00				
448765	1	12/15/20	12/08/20	D. GRISSOM PCP, BAT, UDS	172.50	10		10-30-2012	1
				INVOICE TOTAL	172.50				
				VENDOR TOTAL	727.50				
4351 NEWEGG BUSINESS, INC.									
1303079146	1	12/15/20	12/10/20	ETHERNET SWITCH 1EA.	17.99	01		01-21-2004	1
				INVOICE TOTAL	17.99				
1303097473	1	12/15/20	12/10/20	STARTECH 3PORT USB ADAPTER 3EA	107.51	30		30-50-2004	1
				INVOICE TOTAL	107.51				
1303102909	1	12/15/20	12/10/20	UAP-AC-PRO 5 5 PK. 3EA.	1,811.97	01		01-21-2042	1
				INVOICE TOTAL	1,811.97				
1303103545	1	12/15/20	12/10/20	MICROSOFT SURFACE PRO DOCK 1EA	171.99	30		30-50-2004	1
				INVOICE TOTAL	171.99				
				VENDOR TOTAL	2,109.46				
4370 OFFICE DEPOT									
137805678001	1	12/15/20	12/08/20	INK, HP 61 BLACK 2EA.	27.38	10		10-30-2004	1
				INVOICE TOTAL	27.38				
138205511001	1	12/15/20	12/09/20	PROFESSIONAL LABEL MAKER,RP,QL	188.49	01		01-18-2004	1
				INVOICE TOTAL	188.49				
138925884001	1	12/15/20	12/10/20	CHAIRMAT 3EA/ENTRY MAT 1EA	267.90	11		11-31-2004	1
				INVOICE TOTAL	267.90				
139877239001	1	12/15/20	12/08/20	DESKPAD 1EA.	2.66	01		01-13-2004	1
	2			GREEN CARDSSTOCK	2.15	10		10-30-2004	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
	3			GREEN CARDSSTOCK	2.14	11		11-31-2004	1
	4			CLOCK, FOLDERS, WIRE ORGANIZER	45.82	01		01-01-2004	1
	5			MISC. OFFICE SUPPLIES	275.60	01		01-10-2077	1
				INVOICE TOTAL	328.37				
139897733001	1	12/15/20	12/08/20	LABELS, 3-7/16X2/3, 300PK 5EA.	77.45	01		01-10-2077	1
				INVOICE TOTAL	77.45				
139897734001	1	12/15/20	12/08/20	DESK BELL 5CT	25.80	01		01-01-2004	1
				INVOICE TOTAL	25.80				
141715600001	1	12/15/20	12/11/20	DUSTER/PAPER, 10 REAMS (PW)	73.50	01		01-20-2004	1
				INVOICE TOTAL	73.50				
				VENDOR TOTAL	988.89				
				4396 O'REILLY AUTOMOTIVE INC					
4814-372080	1	12/15/20	12/08/20	MULTI SWITCH/AIR FILTER 1EA. TRK #39	79.34	11		11-31-2006	1
				INVOICE TOTAL	79.34				
4814-372097	1	12/15/20	12/08/20	DOOR HNDL/HOSE CLAMP 1EA. TRK #30	10.17	10		10-30-2006	1
	2			DOOR HNDL/HOSE CLAMP 1EA. TRK #30	10.17	11		11-31-2006	1
	3			DOOR HNDL/HOSE CLAMP 1EA. TRK #30	10.18	21		21-41-2006	1
				INVOICE TOTAL	30.52				
4814-372112	1	12/15/20	12/08/20	MUFFLER CLAMPS 2EA. - TRK#30	2.26	10		10-30-2006	1
	2			MUFFLER CLAMPS 2EA. - TRK#30	2.27	11		11-31-2006	1
	3			MUFFLER CLAMPS 2EA. - TRK#30	2.27	21		21-41-2006	1
				INVOICE TOTAL	6.80				
4814-372116	1	12/15/20	12/08/20	CREDIT: RETURN HOSE CLAMP 2EA TRK#30	.32-	10		10-30-2006	1
	2			CREDIT: RETURN HOSE CLAMP 2EA TRK#30	.33-	11		11-31-2006	1
	3			CREDIT: RETURN HOSE CLAMP 2EA TRK#30	.33-	21		21-41-2006	1
				INVOICE TOTAL	.98-				
4814-372458	1	12/15/20	12/08/20	AIR/OIL FILTERS - 924GZ LOADER	31.94	10		10-30-2006	1
	2			AIR/OIL FILTERS - 924GZ LOADER	31.94	11		11-31-2006	1
	3			AIR/OIL FILTERS - 924GZ LOADER	31.95	21		21-41-2006	1
	4			AIR/OIL FILTERS - 924GZ LOADER	31.95	01		01-03-2006	1
				INVOICE TOTAL	127.78				
4814-372808	1	12/15/20	12/08/20	TRIM PANELS 4EA. - TRK#30	5.32	10		10-30-2006	1
	2			TRIM PANELS 4EA. - TRK#30	5.32	11		11-31-2006	1
	3			TRIM PANELS 4EA. - TRK#30	5.32	21		21-41-2006	1
				INVOICE TOTAL	15.96				
4814-372831	1	12/15/20	12/08/20	HINGE PIN KIT 2EA. - TRK#30	5.08	10		10-30-2006	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	2			HINGE PIN KIT 2EA. - TRK#30	5.09	11	11-31-2006	1
	3			HINGE PIN KIT 2EA. - TRK#30	5.09	21	21-41-2006	1
				INVOICE TOTAL	15.26			
4814-372912	1	12/15/20	12/08/20	STOPLIGHT SWITCH 1EA.-TRK#4	13.06	11	11-31-2006	1
				INVOICE TOTAL	13.06			
4814-373272	1	12/15/20	12/11/20	MISC. VEHICLE MAINT ITEMS	93.60	10	10-30-2009	1
				BRAKE CLN 24EA/ ANTIFREAZ 12EA				
				WIPER FLD 12EA / ABSORBENT 6EA				
	2			MISC. VEHICLE MAINT ITEMS	93.60	11	11-31-2009	1
				BRAKE CLN 24EA/ ANTIFREAZ 12EA				
				WIPER FLD 12EA / ABSORBENT 6EA				
	3			MISC. VEHICLE MAINT ITEMS	93.60	21	21-41-2009	1
				BRAKE CLN 24EA/ ANTIFREAZ 12EA				
				WIPER FLD 12EA / ABSORBENT 6EA				
	4			MISC. VEHICLE MAINT ITEMS	93.60	01	01-03-2009	1
				BRAKE CLN 24EA/ ANTIFREAZ 12EA				
				WIPER FLD 12EA / ABSORBENT 6EA				
				INVOICE TOTAL	374.40			
4814-373356	1	12/15/20	12/11/20	DISC PAD SET - CAR #08-17	86.11	01	01-02-2035	1
				INVOICE TOTAL	86.11			
4814-373383	1	12/15/20	12/08/20	LED WORK LIGHT/32OZ SEALANT	46.48	10	10-30-2009	1
				WWTP				
				INVOICE TOTAL	46.48			
4814-373458	1	12/15/20	12/11/20	HYD HOSE 54EA / MEGACRIMP 30EA	606.46	10	10-30-2006	1
				INVOICE TOTAL	606.46			
4814-373497	1	12/15/20	12/11/20	CERAMIC PAD/RADI CAP - TRK#39	63.08	11	11-31-2006	1
				INVOICE TOTAL	63.08			
4814-373974	1	12/15/20	12/11/20	USB ADAPTOR	14.99	11	11-31-2009	1
				INVOICE TOTAL	14.99			
4814-374177	1	12/15/20	12/11/20	REPAIR PARTS - CAR #07-16	314.00	01	01-02-2035	1
				INVOICE TOTAL	314.00			
4814-374341	1	12/15/20	12/11/20	BATTERY 2EA. - TRK#56	222.40	21	21-41-2006	1
				INVOICE TOTAL	222.40			
4814-374815	1	12/15/20	12/11/20	TOWING KIT	32.99	01	01-03-2009	1
				INVOICE TOTAL	32.99			
4814-374907	1	12/15/20	12/11/20	BRAKE PADS/FILTERS - CAR #10	93.92	01	01-02-2035	1
				INVOICE TOTAL	93.92			
4814-374944	1	12/15/20	12/11/20	FUSE - CAR #10-15	5.49	01	01-02-2035	1
				INVOICE TOTAL	5.49			
4814-375028	1	12/15/20	12/11/20	OIL FILTER 3EA / AIR FILTER	6.79	10	10-30-2006	1
	2			OIL FILTER 3EA / AIR FILTER	44.02	11	11-31-2006	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
<hr/>							
	3			OIL FILTER 3EA / AIR FILTER	29.36	01 01-20-2035	1
				INVOICE TOTAL	80.17		
4814-375029	1	12/15/20	12/11/20	AIR/OIL FILTERS/MOTOR OIL (PD)	208.67	01 01-02-2035	1
				INVOICE TOTAL	208.67		
4814-375147	1	12/15/20	12/11/20	WIPER FLD 6EA.	3.44	10 10-30-2009	1
	2			WIPER FLD 6EA.	3.43	11 11-31-2009	1
	3			WIPER FLD 6EA.	3.44	21 21-41-2009	1
	4			WIPER FLD 6EA.	3.43	01 01-03-2009	1
				INVOICE TOTAL	13.74		
4814-375151	1	12/15/20	12/11/20	HAND CLEANER 2EA.	15.00	10 10-30-2009	1
	2			HAND CLEANER 2EA.	14.99	11 11-31-2009	1
	3			HAND CLEANER 2EA.	15.00	21 21-41-2009	1
	4			HAND CLEANER 2EA.	14.99	01 01-03-2009	1
				INVOICE TOTAL	59.98		
				VENDOR TOTAL	2,510.62		
4457 PASSIO TECHNOLOGIES							
4449	1	12/15/20	12/08/20	PARAPLAN PRO MNTHLY SFTWR FEES	60.50	01 01-13-2040	1
				HAYSVILLE HUSTLE TRANSIT SYS			
				INVOICE TOTAL	60.50		
				VENDOR TOTAL	60.50		
4520 PETTY CASH							
12/15/2020	1	12/15/20	12/11/20	REIMBURSE FUND	505.00	01 01-00-5016	1
	2			REIMBURSE FUND	311.86	10 10-00-5029	1
	3			REIMBURSE FUND	355.00	30 30-00-5016	1
	4			REIMBURSE FUND	80.00	30 30-00-5075	1
	5			REIMBURSE FUND	175.00	30 30-00-5077	1
	6			REIMBURSE FUND	35.00	30 30-50-2092	1
	7			REIMBURSE FUND	20.00	32 32-00-5012	1
				INVOICE TOTAL	1,481.86		
				VENDOR TOTAL	1,481.86		
4550 PHILLIPS SOUTHERN ELECTRIC CO.							
20-390-02	1	12/15/20	12/09/20	N. MERIDIAN ANTIQUE LIGHT PROJ	64,900.00	36 36-56-3047	1
				INVOICE TOTAL	64,900.00		
2000130-00	1	12/15/20	12/08/20	TEMPORARY SIGNAL INSTALLATION	11,610.00	21 21-41-2006	1
	2			TRAFFIC SIGNAL REPLACEMENT	31,480.00	21 21-41-2006	1
	3			VIDEO WIRE REPLACEMENT	3,100.00	21 21-41-2006	1
				INVOICE TOTAL	46,190.00		
				VENDOR TOTAL	111,090.00		
4662 POWERPLAN							
1495635	1	12/15/20	12/10/20	S/C 11/16 JD 210G EXCAVATOR	2,365.81	21 21-41-2006	1
				INVOICE TOTAL	2,365.81		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
1496564	1	12/15/20	12/10/20	S/C 9/11 JD 210G EXCAVATOR	2,051.73	21		21-41-2006	1
				INVOICE TOTAL	2,051.73				
1498956	1	12/15/20	12/10/20	S/C 9/22 JD 210G EXCAVATOR	18,517.57	81		81-66-3001	1
				INVOICE TOTAL	18,517.57				
1499456	1	12/15/20	12/10/20	TOOTH/PIN 5EA. - JD310 BACKHOE	99.60	11		11-31-2006	1
				INVOICE TOTAL	99.60				
				VENDOR TOTAL	23,034.71				
281740	1	12/15/20	12/09/20	4708 PRICHARD ANIMAL HOSPITAL PA EXAM/CONSULT/VACCINE 11/19/20 TAZ	21.00	01		01-02-2047	1
				INVOICE TOTAL	21.00				
				VENDOR TOTAL	21.00				
18595	1	12/15/20	12/09/20	4716 PROCOM LMR, INC. KENWOOD PORT. RADIO REPLACEMEN	78.34	10		10-30-2006	1
	2			KENWOOD PORT. RADIO REPLACEMEN	78.33	11		11-31-2006	1
	3			KENWOOD PORT. RADIO REPLACEMEN	78.33	21		21-41-2006	1
				INVOICE TOTAL	235.00				
				VENDOR TOTAL	235.00				
523217	1	12/15/20	12/08/20	4750 PROFESSIONAL ENGINEERING MONTHLY RETAINER	66.67	10		10-30-2040	1
	2			MONTHLY RETAINER	66.67	11		11-31-2040	1
	3			MONTHLY RETAINER	66.66	21		21-41-2040	1
				INVOICE TOTAL	200.00				
523218	1	12/15/20	12/08/20	PROJECT:COUNTRY LAKES PH. 2 PAVING	1,995.00	65		65-66-3038	1
	2			PROJECT:COUNTRY LAKES PH. 2 PAVING	449.75	65		65-00-2001	1
				INVOICE TOTAL	2,444.75				
523219	1	12/15/20	12/08/20	PROJECT:COUNTRY LAKES PH. 2 SANITARY SEWER	340.00	65		65-66-3005	1
	2			PROJECT:COUNTRY LAKES PH. 2 SANITARY SEWER	224.50	65		65-00-2001	1
				INVOICE TOTAL	564.50				
523220	1	12/15/20	12/08/20	PROJECT:COUNTRY LAKES PH. 2 WATER DISTRIBUTION	495.00	65		65-66-3036	1
	2			PROJECT:COUNTRY LAKES PH. 2 WATER DISTRIBUTION	214.75	65		65-00-2001	1
				INVOICE TOTAL	709.75				
523221	1	12/15/20	12/08/20	PROJECT:SUNSET FLD PAVING IMPR	20,701.01	54		54-66-3005	1
				INVOICE TOTAL	20,701.01				
				VENDOR TOTAL	24,620.01				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ

4860 QUILL CORPORATION									
12672323	1	12/15/20	12/09/20	2 WEEK PAYROLL CARD 1 BOX	7.00	10		10-30-2004	1
	2			2 WEEK PAYROLL CARD 1 BOX	7.00	11		11-31-2004	1
	3			2 WEEK PAYROLL CARD 1 BOX	7.00	21		21-41-2004	1
	4			2 WEEK PAYROLL CARD 1 BOX	6.99	01		01-03-2009	1
				INVOICE TOTAL	27.99				
12801391	1	12/15/20	12/10/20	EPSON T502 INK CARTRIDGE 3EA.	44.97	01		01-02-2004	1
				INVOICE TOTAL	44.97				
12801965	1	12/15/20	12/10/20	EPSON T502 INK CARTRIDGE 2EA.	41.98	01		01-02-2004	1
				INVOICE TOTAL	41.98				
				VENDOR TOTAL	114.94				
4985 REDDI INDUSTRIES									
240743	1	12/15/20	12/10/20	S/C 11/19 PW GATE OPERATOR(S)	356.75	21		21-41-2006	1
	2			BRAKE KIT FOR SL585	174.45	21		21-41-2006	1
				INVOICE TOTAL	531.20				
				VENDOR TOTAL	531.20				
5056 SEAN RINEHART									
DEC 2020	1	12/15/20	12/08/20	REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	10		10-30-2002	1
	2			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.67	11		11-31-2002	1
	3			REIMBURSE CELL PHONE USE ON CALL PERSONNEL	11.66	21		21-41-2002	1
				INVOICE TOTAL	35.00				
				VENDOR TOTAL	35.00				
5231 SAM'S CLUB / GECRB									
NOV 2020	1	12/15/20	12/09/20	MONTHLY SUPPLIES	233.64	01		01-10-2054	1
	2			MONTHLY SUPPLIES	40.41	10		10-30-2012	1
	3			MONTHLY SUPPLIES	40.40	11		11-31-2012	1
	4			MONTHLY SUPPLIES	40.41	21		21-41-2012	1
	5			MONTHLY SUPPLIES	40.40	01		01-03-2012	1
	6			MONTHLY SUPPLIES	76.92	30		30-50-2009	1
	7			MONTHLY SUPPLIES	615.52	30		30-50-2092	1
	8			MONTHLY SUPPLIES	668.72	30		30-50-2094	1
	9			MONTHLY SUPPLIES	42.05	01		01-02-2004	1
	10			MONTHLY SUPPLIES	149.80	01		01-02-2055	1
				INVOICE TOTAL	1,948.27				
				VENDOR TOTAL	1,948.27				
5323 SECURITY PRO USA									
172174	1	12/15/20	12/09/20	FED STINGER SPIKE SYSTEM 6EA.	2,940.00	24		24-44-2012	1
	2			SHIPPING	45.00	24		24-44-2012	1
				INVOICE TOTAL	2,985.00				
				VENDOR TOTAL	2,985.00				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ

5330 SEDGWICK COUNTY ELECTRIC COOP									
NOV 2020 - EAST	1	12/15/20	12/08/20	ELECTRIC USE @ EAST WATER WELL	818.78	11		11-31-2003	1
				INVOICE TOTAL	818.78				
NOV 2020 - WEST									
	1	12/15/20	12/08/20	ELECTRIC USE @ WEST WATER WELL	731.28	11		11-31-2003	1
				INVOICE TOTAL	731.28				
				VENDOR TOTAL	1,550.06				
5335 SEDGWICK COUNTY									
NOV 2020	1	12/15/20	12/09/20	PRISONER HOUSING 167 HRS.	425.85	01		01-06-3066	1
				INVOICE TOTAL	425.85				
				VENDOR TOTAL	425.85				
5430 SHERWIN-WILLIAMS COMPANY									
5492-5	1	12/15/20	12/11/20	PAINT,DEEP GOLD/BLK 5 GAL.	140.35	01		01-03-2009	1
				PARK RESTROOM PAINT					
				INVOICE TOTAL	140.35				
				VENDOR TOTAL	140.35				
5435 SHIRTS PLUS									
29609	1	12/15/20	12/11/20	EMBROIDERY - HATS 3EA.(WATER)	60.00	11		11-31-2016	1
				INVOICE TOTAL	60.00				
				VENDOR TOTAL	60.00				
5444 JOHNATHAN SIMONS									
DEC 2020	1	12/15/20	12/08/20	REIMBURSE CELL PHONE USE	35.00	21		21-41-2002	1
				ON CALL PERSONNEL					
				INVOICE TOTAL	35.00				
				VENDOR TOTAL	35.00				
5533 JENNIFER M. SOHM									
NOV 2020	1	12/15/20	12/08/20	CELL PHONE REIMBURSEMENT	35.00	30		30-50-2002	1
				INVOICE TOTAL	35.00				
				VENDOR TOTAL	35.00				
5914 CALE TOPINKA									
DEC 2020	1	12/15/20	12/08/20	REIMBURSE CELL PHONE USE	11.67	10		10-30-2002	1
				ON CALL PERSONNEL					
	2			REIMBURSE CELL PHONE USE	11.67	11		11-31-2002	1
				ON CALL PERSONNEL					
	3			REIMBURSE CELL PHONE USE	11.66	21		21-41-2002	1
				ON CALL PERSONNEL					
				INVOICE TOTAL	35.00				
				VENDOR TOTAL	35.00				
5916 TIMES-SENTINEL NEWSPAPERS									
48581	1	12/15/20	12/08/20	HAM GIVEAWAY AD 12/03/20	45.00	92		92-66-3001	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
INVOICE TOTAL					45.00				
48623	1	12/15/20	12/08/20	CHRISTMAS COLORING CONTEST AD 12/03/20	35.00	92		92-66-3001	1
INVOICE TOTAL					35.00				
48444	1	12/15/20	12/09/20	THANKSGIVING AD 11/26/20	28.33	30		30-50-2092	2
INVOICE TOTAL					28.33				
VENDOR TOTAL					108.33				
5954 TRENCO MASONRY, INC.									
7831	1	12/15/20	12/09/20	3X42" STONE CAP 1EA.	3,750.00	36		36-56-3001	1
	2			2-1/2X18" STONE CAP 1EA.	1,950.00	36		36-56-3001	1
INVOICE TOTAL					5,700.00				
VENDOR TOTAL					5,700.00				
5982 UNDERGROUND VAULTS & STORAGE									
11037	1	12/15/20	12/08/20	MICROSOFT 365 BUS BASIC MONTHLY CHG	70.00	01		01-21-2040	1
INVOICE TOTAL					70.00				
VENDOR TOTAL					70.00				
6082 U P S									
00005V25R7470	1	12/15/20	12/08/20	SHIPMENT: MASTERMETER 11/16/20 PARTS FOR WARRANTY	38.00	11		11-31-2011	1
	2			SHIPMENT: KDHE SAMPLES 11/18 WATER SAMPLES	24.21	11		11-31-2011	1
INVOICE TOTAL					62.21				
00005V25R7480	1	12/15/20	12/08/20	SHIPMENT: KDHE SAMPLES 11/20	25.95	11		11-31-2011	1
INVOICE TOTAL					25.95				
00005V25R7490	1	12/15/20	12/11/20	SHIPMENT:KDHE SAMPLES 11/27	19.03	11		11-31-2011	1
INVOICE TOTAL					19.03				
VENDOR TOTAL					107.19				
6095 USA BLUE BOOK									
430967	1	12/15/20	12/10/20	3/4" REROUNDER 1EA.	108.59	11		11-31-2012	1
INVOICE TOTAL					108.59				
VENDOR TOTAL					108.59				
6100 USA SHADE & FABRIC STRUCTURES									
1324155	1	12/15/20	12/09/20	2EA 22X14 SHADES-DORNER PARK	6,400.00	98		98-66-3001	1
	2			FREIGHT CHARGE	1,500.00	98		98-66-3001	1
INVOICE TOTAL					7,900.00				
VENDOR TOTAL					7,900.00				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ

6234 VERIZON WIRELESS							
DEC 2020*	1	12/15/20	12/11/20	PUBLIC WORKS DATA PLAN	104.85	10 10-30-2002	1
	2			PUBLIC WORKS DATA PLAN	104.85	11 11-31-2002	1
	3			PUBLIC WORKS DATA PLAN	104.85	21 21-41-2002	1
	4			CODE ENFORCEMENT IPAD 1EA.	40.01	01 01-20-2002	1
	5			WASTEWATER IPAD 3EA.	120.03	10 10-30-2002	1
	6			WATER IPAD 3EA.	120.03	11 11-31-2002	1
	7			PARK IPAD 1EA.	40.01	01 01-03-2002	1
	8			TRANSIT SYSTEM DATA PLAN	81.51	01 01-13-2004	1
	9			ELECTRICIAN IPAD 1EA.	10.01	10 10-30-2002	1
	10			ELECTRICIAN IPAD 1EA.	10.00	11 11-31-2002	1
	11			ELECTRICIAN IPAD 1EA.	10.00	21 21-41-2002	1
	12			ELECTRICIAN IPAD 1EA.	9.99	01 01-03-2002	1
				INVOICE TOTAL	756.14		
				VENDOR TOTAL	756.14		
6324 JILL WARD							
NOV 2020	1	12/15/20	12/08/20	CELL PHONE REIMBURSEMENT	35.00	30 30-50-2002	1
				INVOICE TOTAL	35.00		
				VENDOR TOTAL	35.00		
6345 WASTE CONNECTIONS INC							
15022853	1	12/15/20	12/09/20	MONTHLY TRASH SVC. - CITY BLDG	49.66	01 01-09-2040	1
	2			MONTHLY TRASH SVC. - CITY BLDG	49.67	10 10-30-2040	1
	3			MONTHLY TRASH SVC. - CITY BLDG	49.66	11 11-31-2040	1
				INVOICE TOTAL	148.99		
15022854	1	12/15/20	12/09/20	MONTHLY TRASH SVC. - SR. CNTR.	138.67	01 01-12-2003	1
				INVOICE TOTAL	138.67		
15022855-56	1	12/15/20	12/09/20	MONTHLY TRASH SVC. - PW	74.85	10 10-30-2040	1
	2			MONTHLY TRASH SVC. - PW	74.85	11 11-31-2040	1
	3			MONTHLY TRASH SVC. - PW	74.85	21 21-41-2040	1
				INVOICE TOTAL	224.55		
15022857	1	12/15/20	12/09/20	MONTHLY TRASH SVC. - COMM BLDG	86.86	01 01-09-2040	1
				INVOICE TOTAL	86.86		
15022858	1	12/15/20	12/09/20	MONTHLY TRASH SVC. - RIGGS	169.76	01 01-03-2012	1
				INVOICE TOTAL	169.76		
15022859	1	12/15/20	12/09/20	MONTHLY TRASH SVC. - P/C SPORT	241.64	30 30-50-2046	1
				INVOICE TOTAL	241.64		
15022874	1	12/15/20	12/09/20	MONTHLY TRASH SVC. - HAC	131.25	30 30-50-2003	1
				INVOICE TOTAL	131.25		
15022975	1	12/15/20	12/09/20	MONTHLY TRASH SVC. - FARM MKRT	12.96	01 01-09-2079	1
				INVOICE TOTAL	12.96		
15023245	1	12/15/20	12/08/20	MONTHLY TRASH SVC. - SOCCER	27.00	30 30-50-2092	1
				INVOICE TOTAL	27.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
15023658	1	12/15/20	12/08/20	MONTHLY TRASH SVC. - PW	10.56	10 10-30-2040	1
	2			MONTHLY TRASH SVC. - PW	10.55	11 11-31-2040	1
	3			MONTHLY TRASH SVC. - PW	10.55	21 21-41-2040	1
				INVOICE TOTAL	31.66		
				VENDOR TOTAL	1,213.34		
				6383 WELLBEATS			
00000035758	1	12/15/20	12/10/20	ELEMENTS BASIC PACKAGE	149.00	99 99-66-3002	1
				INVOICE TOTAL	149.00		
				VENDOR TOTAL	149.00		
				6606 WICHITA SHREDDING, LLC.			
188	1	12/15/20	12/08/20	DOCUMENT SHREDDING SVCS.	40.00	01 01-01-2012	1
	2			ADDTN'L. BOXES 25EA. @ \$3/BOX	75.00	01 01-01-2012	1
				INVOICE TOTAL	115.00		
				VENDOR TOTAL	115.00		
				6630 WICHITA WINWATER WORKS			
244379 00	1	12/15/20	12/08/20	3/4X100 PE TUBE 160PSI 100FT	43.00	11 11-31-2009	1
				INVOICE TOTAL	43.00		
				VENDOR TOTAL	43.00		
				6662 WILDCAT PAINTING, INC.			
12/15/2020	1	12/15/20	12/11/20	PAINTING:HAYSVILLE POOL	22,500.00	36 36-56-3004	1
				INVOICE TOTAL	22,500.00		
				VENDOR TOTAL	22,500.00		
				6700 WILLIAMS JANITORIAL SUPPLY			
0597196-IN	1	12/15/20	12/08/20	TOILET PAPER/TOWELS/DISINFECT.	188.67	30 30-50-2009	1
				INVOICE TOTAL	188.67		
				VENDOR TOTAL	188.67		
				6727 CHRISTOPHER WORRELL			
DEC 2020	1	12/15/20	12/08/20	CELL PHONE REIMBURSEMENT	35.00	01 01-22-2002	1
				INVOICE TOTAL	35.00		
				VENDOR TOTAL	35.00		
				10042 CHRISTOPHER GERMAN			
12/15/20 A	1	12/15/20	12/09/20	TUMBLING INSTRUCT-1.5HRS 12/01	13.50	30 30-50-1250	1
				INVOICE TOTAL	13.50		
12/15/20 B	1	12/15/20	12/09/20	TUMBLING INSTRUCT-1.5HRS 12/08	13.50	30 30-50-1250	1
				INVOICE TOTAL	13.50		
				VENDOR TOTAL	27.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ

10066 JENNIFER JACKSON									
12/15/20 A	1	12/15/20	12/08/20	FITNESS INSTRUCT. 2.5 HRS 11/24	37.50	30		30-50-1250	1
				INVOICE TOTAL	37.50				
12/15/20 B									
12/15/20 B	1	12/15/20	12/08/20	FITNESS INSTRUCT. 2.5 HRS 11/27	37.50	30		30-50-1250	1
				INVOICE TOTAL	37.50				
12/15/20 C									
12/15/20 C	1	12/15/20	12/09/20	FITNESS INSTRUCT. 2.5HRS 12/01	37.50	30		30-50-1250	1
				INVOICE TOTAL	37.50				
12/15/20 D									
12/15/20 D	1	12/15/20	12/09/20	FITNESS INSTRUCT. 2.5HRS 12/08	37.50	30		30-50-1250	1
				INVOICE TOTAL	37.50				
				VENDOR TOTAL	150.00				
10112 TANNER LESLIE									
12/15/20 A	1	12/15/20	12/08/20	REFEREE BASKETBALL 4 HRS 12/05	60.00	30		30-50-1250	1
				INVOICE TOTAL	60.00				
				VENDOR TOTAL	60.00				
10695 AUSTIN WARKINS									
12/15/20 A	1	12/15/20	12/08/20	REFEREE BSKTBALL 5 HRS 12/05	75.00	30		30-50-1250	1
				INVOICE TOTAL	75.00				
				VENDOR TOTAL	75.00				
10720 JESSIE YBARRA									
12/15/20 A	1	12/15/20	12/08/20	REFEREE BASKETBALL 4 HRS 12/05	80.00	30		30-50-1250	1
				INVOICE TOTAL	80.00				
				VENDOR TOTAL	80.00				
				INTRUST TOTAL	897,574.10				
TOTAL MANUAL CHECKS					.00				
TOTAL E-PAYMENTS					.00				
TOTAL PURCH CARDS					.00				
TOTAL ACH PAYMENTS					.00				
TOTAL OPEN PAYMENTS					897,574.10				
GRAND TOTALS					897,574.10				

TOTAL CHECKS WRITTEN	1,481.86
-----------------------------	-----------------

VENDOR NO NAME	PAYMENT AMT

1229 CM3, INC.	35,155.00
	=====
REPORT TOTAL	35,155.00

FUND	NAME	TOTAL

01	GENERAL FU	35,155.00
		=====
	TOTAL	35,155.00

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ

				INTRUST					
				1229 CM3, INC.					
SD6118	1	11/25/20	11/25/20	S/C 11/20 HAC IONIZERS	9,950.00	01		01-09-2025	1
				ADD 12 IONIZERS TO RTU'S					
				CARES ACT FUNDING - COVID-19					
				INVOICE TOTAL	9,950.00				
SD6119	1	11/25/20	11/25/20	S/C 11/20 CITY HALL IONIZERS	6,995.00	01		01-09-2025	1
				ADD 10 IONIZERS TO HVAC SYS.					
				CARES ACT FUNDING - COVID-19					
				INVOICE TOTAL	6,995.00				
SD6120	1	11/25/20	11/25/20	S/C 11/20 LIBRARY IONIZERS	5,230.00	01		01-09-2025	1
				ADD 4 IONIZERS TO MAIN AHU					
				CARES ACT FUNDING - COVID-19					
				INVOICE TOTAL	5,230.00				
SD6121	1	11/25/20	11/25/20	S/C 11/20 SR. CNTR. IONIZERS	3,620.00	01		01-09-2025	1
				ADD 5 IONIZERS TO HVAC SYS.					
				CARES ACT FUNDING - COVID-19					
				INVOICE TOTAL	3,620.00				
SD6122	1	11/25/20	11/25/20	S/C 11/20 POLICE DEPT IONIZERS	4,720.00	01		01-09-2025	1
				ADD 5 IONIZERS TO RTU'S					
				CARES ACT FUNDING - COVID-19					
				INVOICE TOTAL	4,720.00				
SD6123	1	11/25/20	11/25/20	S/C 11/20 PW BK OFFICE IONIZER	775.00	01		01-09-2025	1
				ADD 1 IONIZER TO SPLIT SYS.					
				CARES ACT FUNDING - COVID-19					
				INVOICE TOTAL	775.00				
SD6124	1	11/25/20	11/25/20	S/C 11/20 PW SHOP IONIZERS	1,545.00	01		01-09-2025	1
				ADD 2 IONIZERS TO SPLIT SYS.					
				CARES ACT FUNDING - COVID-19					
				INVOICE TOTAL	1,545.00				
SD6125	1	11/25/20	11/25/20	S/C 11/20 PW OFFICE IONIZERS	1,545.00	01		01-09-2025	1
				ADD 2 IONIZERS TO SPLIT SYS.					
				CARES ACT FUNDING - COVID-19					
				INVOICE TOTAL	1,545.00				
SD6142	1	11/25/20	11/25/20	S/C 11/20 COMM. BLDG. IONIZER	775.00	01		01-09-2025	1
				ADD 1 IONIZER TO SPLIT SYS.					
				CARES ACT FUNDING - COVID-19					
				INVOICE TOTAL	775.00				
				VENDOR TOTAL	35,155.00				
				INTRUST TOTAL	35,155.00				
				TOTAL MANUAL CHECKS	.00				

HKMESSAGE
09.04.20

Wed Nov 25, 2020 9:48 AM

City of Haysville
SCHEDULED CLAIMS LIST

OPER: AMD

PAGE 2

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
<hr/>							
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	35,155.00		
				GRAND TOTALS	35,155.00		

VENDOR NO NAME	PAYMENT AMT

1229 CM3, INC.	49,032.00
1286 CONCO CONSTRUCTION	60,104.51
5952 TRITECH FORENSICS	1,151.96
	=====
REPORT TOTAL	110,288.47

FUND	NAME	TOTAL

01	GENERAL FU	50,183.96
36	CAPITAL IM	60,104.51
		=====
	TOTAL	110,288.47

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ

INTRUST							
1229 CM3, INC.							
SD6236	1	11/30/20	11/30/20	S/C 11/30 PUBLIC WORKS IONIZER	49,032.00	01 01-09-2025	1
ADD 3 IONIZERS TO RTU'S.							
ADD 1 IONIZER TO SPLIT SYS.							
INVOICE TOTAL					49,032.00		
VENDOR TOTAL					49,032.00		
1286 CONCO CONSTRUCTION							
20217.02	1	11/30/20	11/30/20	PROJECT:CITY HALL/PW REMODEL	60,104.51	36 36-56-3048	1
FINAL BILLING							
INVOICE TOTAL					60,104.51		
VENDOR TOTAL					60,104.51		
5952 TRITECH FORENSICS							
327050	1	11/30/20	11/30/20	LATEX FREE GLOVES 100/BX 5EA	99.95	01 01-02-2055	1
	2			BLK NITRILE GLOVES 100/BX 11EA	241.89	01 01-02-2055	1
	3			BLK NITRILE GLOVES 100/BX 18EA	395.82	01 01-02-2055	1
	4			BLK NITRILE GLOVES 100/BX 20EA	399.80	01 01-02-2055	1
	5			FREIGHT	14.50	01 01-02-2055	1
INVOICE TOTAL					1,151.96		
VENDOR TOTAL					1,151.96		
INTRUST TOTAL					110,288.47		
TOTAL MANUAL CHECKS					.00		
TOTAL E-PAYMENTS					.00		
TOTAL PURCH CARDS					.00		
TOTAL ACH PAYMENTS					.00		
TOTAL OPEN PAYMENTS					110,288.47		
GRAND TOTALS					110,288.47		

VENDOR NO NAME	PAYMENT AMT
996 CAPITAL ONE BANK N A	3,904.98
1325 COX COMMUNICATIONS	217.50
1766 EVERGY	21,063.92
3230 KS GAS SERVICE-PRIMARY	1,141.75
3502 KONICA MINOLTA PREMIERE	1,307.05
6234 VERIZON WIRELESS	440.11
	=====
REPORT TOTAL	28,075.31

FUND	NAME	TOTAL
01	GENERAL FU	8,222.09
10	SEWER FUND	10,536.31
11	WATER FUND	3,747.84
12	MUNICIPAL	73.55
21	STREET FUN	1,116.38
24	LAW ENFORC	72.34
30	RECREATION	2,529.40
32	HAYSVILLE	98.34
92	TR GUEST T	1,496.44
99	ST REC RES	182.62
		=====
	TOTAL	28,075.31

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ

INTRUST									
996 CAPITAL ONE BANK N A									
NOV 2020*	1	12/03/20	12/01/20	K-TAG - OCT	4.30	01		01-02-2015	1
	2			K-TAG - OCT	3.25	10		10-30-2015	1
	3			K-TAG - OCT	3.25	11		11-31-2015	1
	4			K-TAG - OCT	3.25	21		21-41-2015	1
	5			SIMPLE IN/OUT - MONTHLY CHG	29.99	01		01-21-2040	1
	6			NEWEGG - HDMI CABLE 6EA. COVID REMOTE PRJ	181.94	01		01-21-2080	1
	7			AMAZON - SURFACE PRO CASE 14EA COVID REMOTE PRJ	702.94	01		01-21-2080	1
	8			NEWEGG - KEYBOARD 2EA. COVID REMOTE PRJ	199.98	01		01-21-2080	1
	9			AMAZON - SURFACE PRO CASE 3EA. COVID REMOTE PRJ	150.63	01		01-21-2080	1
	10			AMAZON - SILENT AUCTION ITEMS	98.34	32		32-52-2012	1
	11			USPS - NOV COMM. NEWSLETTERS 2128EA.	406.45	92		92-66-3001	1
	12			AMAZON - PRIME MEMBERSHIP FEE	119.00	30		30-50-2004	1
	13			AMAZON - DISPOSABLE GLOVES 100PK. 3 EA.	82.94	30		30-50-2004	1
	14			WINTERGREEN - 12'LED TREE	294.36	01		01-10-2054	1
	15			1000BULBS.COM - MISC.CHRISTMAS BULBS & SOCKETS	412.03	01		01-10-2054	1
	16			KSAG - CHEM LIC RESERTIFICATIO R. STOKES	50.00	01		01-03-2009	1
	17			QUIK TRIP - GAS PURCHASE 2EA.	56.20	24		24-44-2012	1
	18			PHILLIPS 66 - GAS PURCHASE 1EA	16.14	24		24-44-2012	1
	19			WICHITA EAGLE - DIGITAL SUBSC	129.99	92		92-66-3001	1
	20			IEDC ONLN - ECO DEV ONLN TRNG & CONFERENCE	960.00	92		92-66-3001	1
INVOICE TOTAL					3,904.98				
VENDOR TOTAL					3,904.98				
1325 COX COMMUNICATIONS									
NOV 2020 HAC	1	12/03/20	12/01/20	HAC - CABLE SVC.	82.03	30		30-50-2003	1
	2			HAC - DATA SVC.	135.47	30		30-50-2002	1
INVOICE TOTAL					217.50				
VENDOR TOTAL					217.50				
1766 EVERGY									
NOV 2020	1	12/03/20	12/01/20	MONTHLY ELECTRIC UTILITIES	67.70	01		01-02-2013	1
	2			MONTHLY ELECTRIC UTILITIES	938.61	01		01-03-2003	1
	3			MONTHLY ELECTRIC UTILITIES	654.05	01		01-08-2003	1
	4			MONTHLY ELECTRIC UTILITIES	2,090.46	01		01-09-2003	1
	5			MONTHLY ELECTRIC UTILITIES	351.74	01		01-12-2003	1
	6			MONTHLY ELECTRIC UTILITIES	10,341.41	10		10-30-2003	1
	7			MONTHLY ELECTRIC UTILITIES	3,579.62	11		11-31-2003	1
	8			MONTHLY ELECTRIC UTILITIES	73.55	12		12-32-2003	1
	9			MONTHLY ELECTRIC UTILITIES	948.17	21		21-41-2003	1
	10			MONTHLY ELECTRIC UTILITIES	1,793.67	30		30-50-2003	1
	11			MONTHLY ELECTRIC UTILITIES	138.55	30		30-50-3065	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
INVOICE TOTAL					20,977.53				
NOV 2020 ANTIQUE	1	12/03/20	12/01/20	MONTHLY ELECTRIC UTILITIES	52.87	01		01-08-2003	1
INVOICE TOTAL					52.87				
NOV 2020 DORNER	1	12/03/20	12/01/20	MONTHLY ELECTRIC UTILITIES	33.52	01		01-03-2003	1
INVOICE TOTAL					33.52				
VENDOR TOTAL					21,063.92				
3230 KANSAS GAS SERVICE									
NOV 2020	1	12/03/20	12/01/20	MONTHLY GAS SERVICE	66.67	01		01-02-2013	1
	2			MONTHLY GAS SERVICE	139.61	01		01-09-2003	1
	3			MONTHLY GAS SERVICE	236.15	01		01-12-2003	1
	4			MONTHLY GAS SERVICE	191.65	10		10-30-2006	1
	5			MONTHLY GAS SERVICE	164.97	11		11-31-2003	1
	6			MONTHLY GAS SERVICE	164.96	21		21-41-2003	1
	7			MONTHLY GAS SERVICE	177.74	30		30-50-2003	1
INVOICE TOTAL					1,141.75				
VENDOR TOTAL					1,141.75				
3502 KONICA MINOLTA PREMIERE									
429442148	1	12/03/20	12/01/20	KONICA C458 LEASE - CITY BSMNT	189.37	01		01-10-2040	1
	2			KONICA C458 LEASE - CITY HALL	381.87	01		01-10-2040	1
	3			KONICA C458 LEASE - PD	351.46	01		01-02-2004	1
	4			KONICA C458 LEASE - PW	201.73	01		01-20-2004	1
	5			KONICA C458 LEASE - HAC	182.62	99		99-66-3003	1
INVOICE TOTAL					1,307.05				
VENDOR TOTAL					1,307.05				
6234 VERIZON WIRELESS									
DEC 2020	1	12/03/20	12/01/20	POLICE DEPT.- MOBILE BROADBAND	440.11	01		01-02-2040	1
INVOICE TOTAL					440.11				
VENDOR TOTAL					440.11				
INTRUST TOTAL					28,075.31				
TOTAL MANUAL CHECKS					.00				
TOTAL E-PAYMENTS					.00				
TOTAL PURCH CARDS					.00				
TOTAL ACH PAYMENTS					.00				
TOTAL OPEN PAYMENTS					28,075.31				
GRAND TOTALS					28,075.31				



CITY OF HAYSVILLE

ACTION REQUEST FORM

To: Public Works Director

Date: 9/9/20

Address of Request: 183 N MARLEN (please complete a separate form for each property)

The following action is being requested:

resident in area noted that siding is looking bad. Also another house in the area has bad siding if you could take a look in the neighborhood at different houses.

Please:



Check into this



Contact me to discuss this

further by phone or email (circle one)



Get me information regarding this



Other

Submitted By:

Name: Janet Parton

Phone #: 316-641-4186

Email rjparton@sbcglobal.net

FIRST RESPONSE:

Remarks from staff:

183 N Marlen was found to be in compliance with City building codes. 187 N Marlen was found to be in violation of code and the City Inspector posted a notification on the residence on 9-9-20.

Signature:

Date: 9-10-20

UPDATE:

Remarks from staff

Received a call from homeowner on 11/16/2020, he is waiting on bid from Keeler Const. and should be securing siding job shortly. Keeler Const is the final contractor HO has been waiting on.

Homeowner has been approved for his loan and has signed with a contractor. He will be obtaining siding permit for installation.

Signature:

Date: 12/10/2020