



# Kansas Register

Kris W. Kobach, Secretary of State

Vol. 36, No. 18

May 4, 2017

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## State of Kansas

**Pooled Money Investment Board****Notice of Investment Rates**

The following rates are published in accordance with K.S.A. 75-4210. These rates and their uses are defined in K.S.A. 12-1675(b)(c)(d) and K.S.A. 12-1675a(g).

**Effective 5-1-17 through 5-7-17**

<b>Term</b>	<b>Rate</b>
1-89 days	0.88%
3 months	0.88%
6 months	0.99%
12 months	1.13%
18 months	1.19%
2 years	1.28%

Scott Miller  
Director of Investments

Doc. No. 045370

## State of Kansas

**Secretary of State****Code Mortgage Rate for May**

Pursuant to the provisions of K.S.A. 16a-1-301, Section 11, the code mortgage rate during the period of May 1-31, 2017, is 12 percent. The reference rate referred to in the definition of "code mortgage rate" set forth in K.S.A. 16a-1-301(11)(b)(i) is discontinued, has become impractical to use, and/or is otherwise not readily ascertainable from the Federal Home Loan Mortgage Corporation.

Kris W. Kobach  
Secretary of State

Doc. No. 045384

## State of Kansas

**Department of Administration  
Office of Facilities and Property Management****Notice of Requested "On-Call" Environmental  
Engineering Services (Re-Advertisement)**

Notice is hereby given of the commencement of the selection process for "on-call" environmental engineering services for the Department of Administration, Office of Facilities and Property Management. Services are required for restricted (small) projects of \$1,000,000 or less. The typical on-call service is for: mold air and surface sampling, indoor air quality sampling, asbestos sampling and surveying, and hazardous material clean-up recommendations. These services would include testing, surveys, sampling, and reports. The "on-call" services would need to respond rapidly, typically within an hour, to requests for service, followed by preliminary findings, and final reports within a week. One firm will be selected. The contract will be for three years.

For more information, contact George Steele, George.Steele@ks.gov, phone 785-296-4693. Firms interested in providing these services should be familiar with the requirements which can be found in Part B-Chapter 4 of the Building Design and Construction Manual at the website below.

To be considered, one (1) PDF file of the following should be provided: State of Kansas Professional Qualifications DCC Forms 051-054, inclusive, and information regarding similar projects. These forms may be found at <http://admin.ks.gov/offices/ofpm/dcc/f-and-d>. State of Kansas Professional Qualifications DCC Form 050 for each firm and consultant should be provided at the end of each proposal. Please include your firm name, agency abbreviation, and an abbreviated project name in the title of the PDF document. Proposals should be less than 5 MB and follow the current State Building Advisory Commission guidelines which can be found in Part B – Chapter 2 of the Building Design and Construction Manual at <http://www.admin.ks.gov/offices/ofpm/dcc/bdcm>. Proposals should be sent on a CD, DVD, or flash drive along with a transmittal to Randy Riveland, Office of Facilities and Property Management, Suite 1200, 700 SW Harrison St., Topeka, KS 66612. Proposals sent via email will no longer be accepted and paper copies of the proposals are no longer required. It is the proposer's responsibility to ensure proposals are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity, shall not excuse late proposal submissions. Proposals received after the date and time noted below will not be forwarded to the State Building Advisory Commission for review. If you have questions, call 785-296-0749. The PDF proposal submissions shall be delivered to the attention of Randy Riveland by 2:00 p.m. on or before May 19, 2017.

Sarah L. Shipman  
Secretary of Administration

Doc. No. 045387

## State of Kansas

**Department of Transportation****Notice to Contractors**

Electronic copies of the letting proposals and plans are available on the KDOT website at <https://kdotapp.ks-dot.org/Proposal/Proposal.aspx>. The website will allow the contractor to request approval from KDOT to bid as a prime contractor and be included on the "Bid Holders List," or to be included on the "Non-Bid Holders List" as a subcontractor/supplier. KDOT's approval is required to bid as a prime contractor. To bid as a prime contractor, KDOT needs to be notified of the intent to bid no later than the close of business on the Monday preceding the scheduled letting date. Failure to obtain prior approval to bid as a prime contractor on any projects listed below will be reason to reject your bid. The secretary reserves the right to reject bids that do not comply with all requirements for preparing a bidding proposal as specified in the 2015 edition of the Kansas Department of Transportation *Standard Specifications for State Road and Bridge Construction*.

KDOT will only accept electronic internet proposals using the Bid Express website at <http://www.bidx.com> until 1:00 p.m. local time May 24, 2017. KDOT will open and read these proposals at the Eisenhower State Office Building, 700 SW Harrison, Topeka, Kansas, at  
(continued)

1:30 p.m. local time May 24, 2017. An audio broadcast of the bid letting is available at <http://www.ksdot.org/burconsmain/audio.asp>.

Each bidder shall certify that such person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. This certification shall be in the form of a required contract provision provided by the state to each prospective bidder. Failure to complete the required contract provision and certify the completeness of the preceding statement when electronically signing the proposal will make the bid non-responsive and not eligible for award consideration.

#### District One – Northeast

**Riley**–81 TE-0417-01–Restoration of historic brick street in Manhattan on Juliette Avenue from Bluemont Avenue south approximately 0.15 mile through the intersection of Laramie Street, rehabilitation and/or operation of historic transportation building or structure. (Federal Funds)

**Statewide**–106 TE-0402-04–Flint Hills Nature Trail pedestrian and bike path- phase 4, special, 26.5 miles. (Federal Funds)

#### District Two – North Central

**McPherson**–59 C-4808-01–All major collectors in the southeastern quarter of the county, signing, 70.0 miles. (Federal Funds)

**Republic**–79 C-4814-01–All major and minor collectors in the northeastern quarter of the county, signing, 95.0 miles. (Federal Funds)

#### District Three – Northwest

**Ellis**–70-26 KA-4541-01–I-70, beginning at the Ellis/Trego county line east 31.2 miles to the Ellis/Russell county line, pavement patching, 31.2 miles. (State Funds)

**Norton**–69 C-4843-01- 4.0 miles east of Lenora, bridge replacement, 0.2 mile. (Federal Funds)

**Thomas** – 70-97 KA-4544-01–I-70, beginning at Exit 53 east 9 miles to Exit 62, pavement patching, 8.9 miles. (State Funds)

**Trego** – 70-98 KA-4543-01–I-70, beginning at the Gove/Trego county line east 30.59 miles to the Trego/Ellis county line, pavement patching, 30.6 miles. (State Funds)

#### District Five – South Central

**Kiowa**–49 C-4806-01–All major collectors in the southern half of the county, signing, 77.0 miles. (Federal Funds)

Richard Carlson  
Secretary

Doc. No. 045359

(Published in the Kansas Register May 4, 2017.)

### City of Lenexa

#### Notice to Bidders

Sealed bids for Amenity Zone – 89th St./Penrose Lane – 46 TE-0429-01 will be accepted by the City of Lenexa, Kansas at the Community Development Department,

Lenexa City Hall, 12350 W. 87th St. Parkway, Lenexa, Kansas 66215, until 1:00 p.m. (local time) on May 26, 2017, at which time bids will be publicly opened and read aloud at the Lenexa City Hall. Any bid received after the designated closing time will not be considered and will be returned unopened.

All bids shall be submitted to the Community Development Department Customer Service Staff (Main Level) in sealed envelopes addressed to the City of Lenexa, Kansas, Attention: City Clerk, and marked “Bid for: Amenity Zone – 89th St./Penrose Lane – 46 TE-0429-01. Copies of plans, specifications, bidding documents, and other Contract Documents are on file at:

Drexel Technologies, Inc.  
10840 W. 86th St.  
Lenexa, KS 66214

Bidders desiring Contract Documents for use in preparing bids may obtain a set of such documents at the address above.

Plans and specifications may be downloaded from the Drexel Technologies, Inc. Website set forth below

<http://planroom.drexeltech.com/>

Note: davis bacon wage rates apply to this project

Each bidder will be responsible for ensuring that it has received any and all addenda issued by city in accordance with ib-10 of the instructions to bidders.

Contractors should read and be fully familiar with all contract documents including addenda before submitting a bid. In submitting a bid, the bidder warrants that it has read the contract documents and is fully familiar therewith and that it has visited the site of the work to fully inform itself as to all existing conditions and limitations and shall include in its bid a sum to cover the cost of all items of the work as specified in the contract documents.

No oral telegraphic, telephonic proposals or alterations will be considered. Facsimile transmissions will not be accepted.

The following items must be included in the sealed envelope with the bid:

- a. Bid Form;
- b. 5% Bid Security – Bid Bond, Cashier’s Check or Certified Check (see below); and
- c. Acknowledgment of Addenda issued by City.

Each bidder shall file with its bid a bid bond, a cashier’s check, or a certified check drawn on an acceptable bank, made payable to City of Lenexa, Kansas, in an amount equal to five percent (5%) of the total bid, which shall be retained by City of Lenexa, Kansas until a Contract for the project has been executed. Bid Bonds will be returned to the bidders, with the exception of the best and lowest and second best and second lowest responsible bidders, within twenty-one (21) days after their bids are rejected. The bid deposit of the lowest and the second lowest responsible bidders will be returned when the Performance Bond, Maintenance Bond, and Statutory Bond, each in an amount equal to 100% of the Contract amount; required insurance certificates and other required documents shall have been furnished and the Contract Documents have been executed by the successful bidder.



In the event the low bidder is unable to execute the Contract, for whatever reason, within the time provided in the Notice of Award, City may annul the Notice of Award and the bid deposit may be forfeited and City shall exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security or specific performance.

City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of City Clerk, prior to the time and date for bid opening.

From and after the release of this Notice, any party intending to bid on the above referenced Project, including their officers, employees, agents, or contractors are specifically prohibited from communicating with any elected or appointed official of the City, directly or indirectly, with regard to the award of the contract for the Project listed above, except as specifically authorized by the Instructions to Bidders. Any such unauthorized communication may result in the automatic disqualification of such bidder.

All bidders agree that rejection shall create no liability on the part of city because of such rejection, and the filing of any bid in response to this notice shall constitute an agreement of the bidder to these conditions.

If this section is completed, a Mandatory Pre-Bid Conference will be held at:

Lenexa City Hall, Executive Conference Room (UL)  
May 17, 2017, at 1:00 p.m.

Katy Crow, City Clerk  
City of Lenexa, Kansas

Doc. No. 045378

**State of Kansas**

**Board of Regents Universities**

**Notice to Bidders**

The universities of the Kansas Board of Regents encourage interested vendors to visit the various universities' purchasing offices' websites for a listing of all transactions, including construction projects, for which the universities' purchasing offices, or one of the consortia commonly utilized by the universities, are seeking information, competitive bids, or proposals. The referenced construction projects may include project delivery construction procurement act projects pursuant to K.S.A. 76-7,125 et seq.

**Emporia State University** – Bid postings: <http://www.emporia.edu/busaff/purchasing>. Additional contact info: phone 620-341-5145, fax: 620-341-5073, email: [purchaseorders@emporia.edu](mailto:purchaseorders@emporia.edu). Mailing address: Emporia State University Purchasing, Campus Box 4021, 1 Kellogg Circle, Emporia, KS 66801-5415.

**Fort Hays State University** – Bid postings: <http://www.fhsu.edu/purchasing/bids>. Additional contact info: phone: 785-628-4251, fax: 785-628-4046, email: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu). Mailing address: Fort Hays State Purchasing Office, 601 Park St., 318 Sheridan Hall, Hays, KS 67601.

**Kansas State University** – Bid postings: <https://dfs.k-state.edu/rfq>. Additional contact info: phone: 785-532-6214, fax: 785-532-5577, email: [kspurch@k-state.edu](mailto:kspurch@k-state.edu). Mailing address: Division of Financial Services/Purchasing, 21 Anderson Hall, Kansas State University, Manhattan, KS 66506.

**Pittsburg State University** – Bid postings: <http://www.pittstate.edu/office/purchasing>. Additional contact info: phone: 620-235-4169, fax: 620-235-4166, email: [purch@pittstate.edu](mailto:purch@pittstate.edu). Mailing address: Pittsburg State University, Purchasing Office, 1701 S. Broadway, Pittsburg, KS 66762-7549.

**University of Kansas** – Electronic bid postings: <http://www.procurement.ku.edu/>. Paper bid postings and mailing address: KU Purchasing Services, 1246 W. Campus Road, Room 30, Lawrence, KS 66045. Additional contact info: phone: 785-864-5800, fax: 785-864-3454, email: [purchasing@ku.edu](mailto:purchasing@ku.edu).

**University of Kansas Medical Center** – Bid postings: <http://www.kumc.edu/finance/purchasing/bid-opportunities.html>. Additional contact info: phone: 913-588-1115. Mailing address: University of Kansas Medical Center, Purchasing Department, Mail Stop 2034, 3901 Rainbow Blvd., Kansas City, KS 66160.

**Wichita State University** – Bid postings: <http://www.wichita.edu/purchasing>. Additional contact info: phone: 316-978-3080, fax: 316-978-3528. Mailing address: Wichita State University, Office of Purchasing, 1845 Fairmount Ave., Campus Box 12, Wichita, KS 67260-0012.

Ephrom Marks  
Associate Director of Procurement  
Operations & Strategic Sourcing  
The University of Kansas Procurement Services

Doc. No. 044666

**State of Kansas**

**Department of Administration  
Procurement and Contracts**

**Notice to Bidders**

Sealed bids for items listed will be received by the Director of Procurement and Contracts, until 2:00 p.m. on the date indicated. For more information, call 785-296-2376:

05/17/2017	EVT0005070	Rotary Mowers, Pull Type
05/17/2017	EVT0005071	Bituminous Distributors, Truck Mounted
05/17/2017	EVT0005089	Salt Brine Production System with Cleanout
05/17/2017	EVT0005090	Equipment Trailers, Tandem Axle
05/17/2017	EVT0005091	Construction Sweepers, Front Mount, Non-Pickup
05/17/2017	EVT0005092	Construction Sweepers, Mid-Mount, Non-Pickup
05/23/2017	EVT0005010	GPS Offender Monitoring Services
05/23/2017	EVT0005088	Shooting Range – El Dorado State Park
05/24/2017	EVT0005093	Epoxy Coating – Highway Patrol Academy
05/25/2017	EVT0005066	Physical Examination & Testing Services
05/25/2017	EVT0005072	Janitorial Services – Topeka Fleet
06/07/2017	EVT0005074	Area 54 Reclamation Project
06/07/2017	EVT0005081	Document Scanning Services
07/28/2017	EVT0005021	Customizable Uniform Apparel

The above referenced bid documents can be downloaded at the following website:

<http://admin.ks.gov/offices/procurement-and-contracts/bid-solicitations>

(continued)

Additional files may be located at the following website (please monitor this website on a regular basis for any changes/addenda):

<http://admin.ks.gov/offices/procurement-and-contracts/additional-files-for-bid-solicitations>

05/16/2017	A-013249	Eisenhower State Office Building Tower 2nd and 3rd Floor Restroom Remodels
05/17/2017	A-013131	Rehab KDOT Office in Lab Building at Chanute, KS
05/18/2017	A-013293	Curtis State Office Building Parking Garage Structural Deck Repair

Information regarding prequalification, projects, and bid documents can be obtained at 785-296-8899 or <http://admin.ks.gov/offices/ofpm/dcc>.

Tracy T. Diel, Director  
Procurement and Contracts

Doc. No. 045389

## State of Kansas

### Kansas Public Employees Retirement System

#### Request for Proposals

The Kansas Public Employees Retirement System (KPERs) is soliciting proposals for financial statement and contract compliance auditing services for the KPERs 457 Plan. A copy of the request for proposals (RFP) may be downloaded from the KPERs' web site at [www.kpers.org](http://www.kpers.org). All proposals must meet the minimum qualifications set forth within the RFP. Respondents are to deliver proposals to the KPERs office by 3:00 p.m., June 2, 2017. Questions about the RFP should be directed in writing to Faith Loretto, Deferred Compensation Plan Manager, KPERs, 611 S. Kansas Ave., Suite 100, Topeka, KS 66603, or via email to [FLoretto@kpers.org](mailto:FLoretto@kpers.org), no later than May 19, 2017.

Alan D. Conroy  
Executive Director

Doc. No. 045390

(Published in the Kansas Register May 4, 2017.)

## Salina Interparochial Credit Union

### Notice of Application for Change in Field of Membership

The Kansas Department of Credit Unions has received an application for a change in field of membership from Salina Interparochial Credit Union, 1927 S. Ohio St., Salina, Kansas, to alter its field of membership by the addition of the following counties:

Persons living or working in the counties of Saline, McPherson, Dickinson, Ottawa, Cloud and Ellsworth and members of their families.

Questions concerning the application may be directed to the Kansas Department of Credit Unions, 700 SW Jackson St., Suite 803, Topeka, 66612, 785-296-3021.

Curtis Bishop  
President

Doc. No. 045377

## State of Kansas

### Department of Corrections

#### Notice Concerning Continued Suspension of Intensive Substance Abuse Treatment Programming in Kansas Department of Corrections Facilities

Please take due notice that, as originally stated and published by then-Secretary of Corrections Roger Werholtz in a Public Notice published in the *Kansas Register*, Vol. 28, No. 26, dated June 25, 2009, intensive substance abuse treatment programming was then unavailable in the correctional facilities operated by the Kansas Department of Corrections. This Notice informs members of the public and all concerned that the same state of affairs continues to be the case at present, and further informs all concerned of my own findings and determinations in regard to this subject.

It is my determination, made pursuant to K.S.A. 2016 Supp. 21-6805(f)(1), that sufficient treatment resources are not available, due to budgetary considerations, to permit intensive substance abuse treatment programming to be made available as a sentencing disposition thereunder for offenders with sentences of imprisonment for third and subsequent felony convictions of former K.S.A. 65-4160 or 65-4162 prior to their repeal, convictions of K.S.A. 2010 Supp. 21-36a06, prior to its transfer, or convictions of K.S.A. 2016 Supp. 21-5706, and amendments thereto. Respectfully, please take due notice that this determination on my part is not subject to review.

Likewise, it is my determination, made pursuant to K.S.A. 2016 Supp. 21-6804(i)(3), that sufficient treatment resources are not available to permit provision of intensive substance abuse treatment programming for offenders with sentences of imprisonment imposed for violation of the felony provisions of K.S.A. 2016 Supp. 8-1025, K.S.A. 2016 Supp. 8-2,144, or K.S.A. 2016 Supp. 8-1567, and amendments thereto, and accordingly, the alternative sentencing disposition of confinement in a state correctional facility designated by the Secretary of Corrections for participation in intensive substance abuse treatment, as provided by K.S.A. 2016 Supp. 21-6804(i)(3), is likewise unavailable. Again, respectfully, this determination on my part is not subject to review.

Finally, it is likewise my determination that sufficient treatment resources are not available to permit provision of intensive substance abuse treatment programming for certain offenders with sentences of imprisonment imposed for violation of the felony provisions of K.S.A. 2016 Supp. 21-5801, and amendments thereto, when said offenders have certain prior felony convictions, or for certain offenders with sentences of imprisonment for violation of K.S.A. 2016 Supp. 21-5807(a), and amendments thereto, when said offenders have certain prior felony convictions, all as provided by K.S.A. 2016 Supp. 21-6804(p), and accordingly, the alternative sentencing disposition of confinement in a state correctional facility designated by the Secretary of Corrections for participation in intensive substance abuse treatment set forth therein is likewise unavailable.

This Notice is provided for the guidance of Kansas courts, prosecutors, members of the defense bar, and the

public regarding making appropriate alternative sentencing dispositions for those offenders subject to the provisions of K.S.A. 2016 Supp. 21-6804(i)(3) & (p), and K.S.A. 2016 Supp. 21-6805(f)(1).

Joe Norwood  
Secretary of Corrections

Doc. No. 045376

**State of Kansas**

**Department of Health and Environment**

**Public Notice Concerning Kansas / Federal Water Pollution Control Permits and Applications**

In accordance with Kansas Administrative Regulations 28-16-57 through 63, 28-18-1 through 17, 28-18a-1 through 33, 28-16-150 through 154, 28-46-7, and the authority vested with the state by the administrator of the U.S. Environmental Protection Agency, various draft water pollution control documents (permits, notices to revoke and reissue, notices to terminate) have been prepared and/or permit applications have been received for discharges to waters of the United States and the state of Kansas for the class of discharges described below.

The proposed actions concerning the draft documents are based on staff review, applying the appropriate standards, regulations, and effluent limitations of the state of Kansas and the Environmental Protection Agency. The final action will result in a Federal National Pollutant Discharge Elimination System Authorization and/or a Kansas Water Pollution Control permit being issued, subject to certain conditions, revocation and reissuance of the designated permit or termination of the designated permit.

**Public Notice No. KS-AG-17-062/064**

**Pending Permits for Confined Feeding Facilities**

Name and Address of Applicant	Legal Description	Receiving Water
Doug Claassen 12247 NW 130th St. Whitewater, KS 67154	NW/4 of Section 10 T24S, R04E Butler County	Walnut River Basin

Kanas Permit No. A-WABU-S018

This permit is being reissued for an existing facility with a maximum capacity of 500 head (200 animal units) of swine more than 55 pounds. There is no change in the permitted animal units from the previous permit cycle.

Name and Address of Applicant	Legal Description	Receiving Water
Walter Penner 15622 NW 130th St. Whitewater, KS 67154	SW/4 of Section 29 T23S, R03E Butler County	Walnut River Basin

Kansas Permit No. A-WABU-S001

This permit is being reissued for an existing facility with a maximum capacity of 380 head (152 animal units) of swine more than 55 pounds. There is no change to the permitted animal units from the previous permit cycle.

Name and Address of Applicant	Legal Description	Receiving Water
Daniel L. Goodman 17975 U Road Mayetta, KS 66509	NE/4 of Section 07 T08S, R16E Jackson County	Kansas River Basin

Kanas Permit No. A-KSJA-S017

This permit is being reissued for an existing facility with a maximum capacity of 50 head (20 animal units) of swine more than 55 pounds, 40 head (40 animal units) of cattle more than 700 pounds and 40 head (20 animal units) of cattle 700 pounds or less, for a total of 80 animal units of swine and cattle. There is no change in the permitted animal units from the previous permit cycle.

**Public Notice No. KS-AG-R-17-004/006**

Per Kansas Statutes Annotated 65-171d, the following registrations have been received for proposed confined feeding facilities:

Name and Address of Registrant	Legal Description	County
Livingston Enterprises, Inc. LEI Lake View, LLC 500 4th St. Fairbury, NE 68352	SW/4 of Section 03 T01S, R02E	Washington

Name and Address of Registrant	Legal Description	County
Leroy and Kristi Russell Russell Cattle 8141 SW Urish Road Auburn, KS 66402	SW/4 of Section 34 T12S, R15E	Shawnee

Name and Address of Registrant	Legal Description	County
Joshua Hartter Harter Brothers Pork - Home Nursery 2225 192nd Road Sabetha, KS 66534	SW/4 of Section 34 T01S, R14E	Nemaha

**Public Notice No. KS-Q-17-038/048**

The requirements of the draft permit public noticed below are pursuant to the Kansas Surface Water Quality Standards, K.A.R. 28-16-28 (b-g), and Federal Surface Water Criteria.

Name and Address of Applicant	Receiving Stream	Type of Discharge
Almena, City of PO Box 277 Almena, KS 67622	Prairie Dog Creek	Treated Domestic Wastewater

Kansas Permit No. M-UR01-0002 Federal Permit No. KS0096768

Legal Description: NE¼, NW¼, NE¼, S9, T2S, R21W, Norton County, KS

The proposed action consists of reissuing an existing Kansas/NPDES Water Pollution Control permit for an existing facility. The proposed permit contains limits for biochemical oxygen demand and total suspended solids, as well as monitoring for ammonia, E. coli, total phosphorus, total recoverable arsenic, and pH.

Name and Address of Applicant	Receiving Stream	Type of Discharge
APAC - Kansas PO Box 23910 Overland Park, KS 66283	Mill Creek via Hayes Creek	Pit De-Watering Stormwater Runoff

Kansas Permit No. I-KS17-PO27 Federal Permit No. KS0086932

Legal Description: W½, S1, T12S, R23E, Johnson County, KS

Facility Name: Shawnee Pit #1

(continued)

The proposed action is to reissue an existing Kansas/NPDES permit for discharge during a quarrying operation. This facility is engaged in a limestone quarry operation with no rock washing. Outfalls 001 and 002 consists of only pit drainage and storm-water runoff from the active quarry area and haul roads. Wastewater from other outfalls on-site including storm-water from the landfill area, are regulated either by the Bureau of Waste Management (Permit #263) or by a general, industrial storm-water permit. (G-KS68-0002). The proposed permit contains generic language to protect Waters of the State.

Name and Address of Applicant	Receiving Stream	Type of Discharge
Ashland, City of PO Box 547 Ashland, KS 67831	Bear Creek	Treated Domestic Wastewater
Kansas Permit No. M-CI01-OO02		Federal Permit No. KS0089575

Legal Description: SW¼, NW¼, NW¼, S18, T33S, R22W, Clark County, KS

The proposed action consists of reissuing an existing Kansas/NPDES Water Pollution Control permit for an existing facility. The proposed permit contains limits for biochemical oxygen demand and total suspended solids, as well as monitoring for ammonia, E. coli, chlorides, and pH.

Name and Address of Applicant	Receiving Stream	Type of Discharge
N.R. Hamm Quarry, Inc. PO Box 17 Perry, KS 66073	Captain Creek via Coleman Creek	Pit De-Watering & Stormwater Runoff
Kansas Permit No. I-KS17-PO03		Federal Permit No. KS0117498

Legal Description: SE¼ & S½, NE¼, S15, T13S, R21E, Douglas County, KS

Facility Name: Eudora Quarry #3/68

The proposed action is to reissue an existing Kansas/NPDES permit for discharge during a quarrying operation. This is a limestone quarrying and crushing operation, with occasional rock washing. All wash water is treated by a large on-site sedimentation pond and is recycled. Outfalls 001, 002, and 003 consist of pit water and storm water runoff. The proposed permit contains generic language to protect waters of the state.

Name and Address of Applicant	Receiving Stream	Type of Discharge
Harshman Construction LLC 1632 F P Road Cedar Point, KS 66843	Fall River via Otter Creek via Unnamed Tributary	Pit De-Watering and Stormwater Runoff
Kansas Permit No. I-VE08-PO02		Federal Permit No. KS0098892

Legal Description: SW¼, S3, T27S, R10E, Greenwood County, KS

Facility Name: Braden Quarry

The proposed action is to reissue an existing Kansas/NPDES permit for discharge during a quarrying operation. This is a limestone quarrying and crushing operation with no washing. Outfall 001A1 consists of stormwater runoff and pit water. The proposed permit contains generic language to protect waters of the state.

Name and Address of Applicant	Receiving Stream	Type of Discharge
Nesika Energy, LLC PO Box 169 Scandia, KS 66966	Republican River via Pipeline	Process Wastewater
Kansas Permit No. I-LR22-PO01		Federal Permit No. KS0096539

Legal Description: SE¼, S20, T3S, R5W, Republic County, KS

Facility Name: Nesika Energy – Ethanol Plant

Facility Location: 1020 70th Road, Scandia, KS 66966

The proposed action is to reissue an existing Kansas/NPDES permit for an existing facility. This facility dry grinds grain which is mixed with recycled process water to form a slurry. The slurry is heated to breakdown the starches to sugars, cooled using multi-media filtered well water and sent to fermentation tanks to manufacture ethanol by natural fermentation, distillation, and a molecular sieve. Well water is chlorinated, filtered through multimedia filters, and stored for distribution to the R.O. system, cooling towers, and process cooling and make-up. A majority of the R.O. permeate is used for cooling tower make-up water. The remaining R.O. permeate is further treated with a softener and deaerator, for use as boiler feed water. Multi-media filter backwash is directed to a backwash settling tank for solids removal and equalization. Tank decant water passes through a bag filter and is either recycled to the head of plant or discharged to river. Other discharge water includes cooling tower blowdown, softener regenerate and reverse osmosis concentrate, which is discharged to the Republican River or an adjacent feedlot lagoon via a pipeline. Process wastewater, boiler blowdown, process area floor drains, and water from the evaporator is recycled to the cook water tank for reuse in the process or discharged to the adjacent feedlot lagoon. The proposed permit contains limits for total suspended solids, total residual chlorine, sulfate, chloride, whole effluent toxicity, and pH, as well as monitoring for total phosphorus, total recoverable copper, and flow.

Name and Address of Applicant	Receiving Stream	Type of Discharge
Norton Correctional Facility PO Box 546 Norton, KS 67654	Prairie Dog Creek via Walnut Creek	Treated Domestic Wastewater
Kansas Permit No. M-UR16-OO02		Federal Permit No. KS0095834

Legal Description: SE¼, SW¼, SW¼, S28, T2S, R22W, Norton County, KS

The proposed action is to reissue an existing Kansas/NPDES permit for an existing facility. The proposed permit contains limits for biochemical oxygen demand and total suspended solids, as well as monitoring for ammonia, E. coli, and pH.

Name and Address of Applicant	Receiving Stream	Type of Discharge
St. Francis, City of PO Box 517 St. Francis, KS 67756	South Fork of Republican River	Treated Domestic Wastewater
Kansas Permit No. M-UR18-OO01		Federal Permit No. KS0031089

Legal Description: NW¼, NW¼, NW¼, S23, T3S, R40W, Cheyenne County, KS

The proposed action is to reissue an existing Kansas/NPDES permit for an existing facility. The proposed permit contains limits for biochemical oxygen demand and total suspended solids, as well as monitoring for ammonia, E. coli, fluoride, and pH.

Name and Address of Applicant	Receiving Stream	Type of Discharge
Walton, City of PO Box 200 Walton, KS 67151	Sand Creek via Beaver Creek via Unnamed Tributary	Treated Domestic Wastewater
Kansas Permit No. M-LA17-OO01		Federal Permit No. KS0026140

Legal Description: NE¼, NW¼, SW¼, S19, T22S, R2E, Harvey County, KS

The proposed action is to reissue an existing Kansas/NPDES permit for an existing facility. The proposed permit contains limits for biochemical oxygen demand, total suspended solids, and E. coli, as well as monitoring for ammonia, total phosphorus, nitrate + nitrite, total Kjeldahl nitrogen, total nitrogen, and pH.



Name and Address of Applicant	Receiving Stream	Type of Discharge
Wichita, City of Wichita Water Utilities 1815 W. Pine Wichita, KS 67203	Arkansas River via Storm Sewer	Process Wastewater

Kansas Permit No. I-AR94-PO10      Federal Permit No. KS0099757  
 Legal Description: SW¼, SE¼, S18, T27S, R01E, Sedgwick County, KS

The proposed action is to reissue an existing permit for an existing facility. This is a public water treatment plant. This permit is for the temporary discharge of non-chlorinated filter influent water, filter backwash water, and miscellaneous waters from on-line monitoring equipment, etc. The non-chlorinated waters are routed without treatment to the Arkansas River via a storm sewer. The proposed permit contains limits for total suspended solids and pH.

Name and Address of Applicant	Receiving Stream	Type of Discharge
Windom, City of PO Box 38 Windom, KS 67491	Little Arkansas River via Unnamed Tributary	Treated Domestic Wastewater

Kansas Permit No. M-LA18-OO01      Federal Permit No. KS0051721  
 Legal Description: NW¼, NE¼, NE¼, S30, T19S, R5W, McPherson County, KS

The proposed action is to reissue an existing Kansas/NPDES permit for an existing facility. The proposed permit contains limits for biochemical oxygen demand, total suspended solids, and E. coli, as well as monitoring for total phosphorus, nitrate + nitrite, total Kjeldahl nitrogen, total recoverable arsenic, chlorides, selenium, and pH.

**Public Notice No. KS-PT-17-006/007**

The requirements of the draft permits public noticed below are pursuant to the Kansas Administrative Regulations 28-16-82 through 28-16-98, and U.S. Environmental Protection Agency Pretreatment Regulation 40 CFR 403.

Name and Address of Applicant	Receiving Facility	Type of Discharge
Dayton Superior Corporation 7777 Washington Village Dr., Suite 130 Dayton, Ohio 45459	Parsons MWWTP	Process Wastewater

Kansas Permit No. P-NE55-OO07      Federal Tracking No. KSP000097  
 Facility Name: Dayton Superior Corporation

Facility Location: 1900 Wilson Ave., Parsons, KS 67357

The proposed action consists of reissuing an existing pretreatment permit for an existing facility. This facility manufactures concrete reinforcing bars and rods made of steel. The steel is processed in a phosphating operation, prior to being painted, to produce the final product. Phosphating is considered to be a type of conversion coating operation, which is one of the six core processes under the Metal Finishing Standard. Outfall 001 consists of phosphating wastes, which can be discharged to the city sewer, from one of two tanks. The proposed permit contains limits for total toxic organics, cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide, and pH, as well as monitoring of flow.

Name and Address of Applicant	Receiving Facility	Type of Discharge
RitePack, Inc. 502 S. 15th St. Elwood, KS 66024	Elwood MWWTP	Process Wastewater

Kansas Permit No. P-MO05-OO03      Federal Tracking No. KSP000105

The proposed action consists of reissuing an existing pretreatment permit for an existing facility. This facility produces insecticide ear tags for cattle, pour-ons, and premise sprays. Outfall 001 consists of process wastewater resulting from the cleaning of equipment between product changes. A small amount of wastewater from hand washing from a large sink and domestic wastes from restrooms are discharged directly to the city sewer. Process wastewater is held in a holding tank and is discharged to the city sewer as a batch. Wastewater can be treated by being neutralized and heated before being discharged to the city sewer, if necessary. The proposed permit contains limits for total toxic organics, cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide, and pH, as well as monitoring of flow.

Persons wishing to comment on the draft documents and/or permit applications must submit their comments in writing to the Kansas Department of Health and Environment if they wish to have the comments considered in the decision-making process. Comments should be submitted to the attention of the Livestock Waste Management Section for agricultural-related draft documents or applications, or to the Technical Services Section for all other permits, at the Kansas Department of Health and Environment, Division of Environment, Bureau of Water, 1000 SW Jackson St., Suite 420, Topeka, KS 66612-1367.

All comments regarding the draft documents or application notices received on or before **June 3, 2017**, will be considered in the formulation of the final determinations regarding this public notice. Please refer to the appropriate Kansas document number (KS-AG-17-062/064, KS-AG-R-17-004/006, KS-Q-17-038/048, KS-PT-17-006/007) and name of the applicant/permittee when preparing comments.

After review of any comments received during the public notice period, the Secretary of Health and Environment will issue a determination regarding final agency action on each draft document/application. If response to any draft document/application indicates significant public interest, a public hearing may be held in conformance with K.A.R. 28-16-61 (28-46-21 for UIC).

All draft documents/applications and the supporting information including any comments received are on file and may be inspected at the offices of the Kansas Department of Health and Environment, Bureau of Water, 1000 SW Jackson St., Suite 420, Topeka, Kansas. These documents are available upon request at the copying cost assessed by KDHE. Application information and components of plans and specifications for all new and expanding swine facilities are available on the Internet at <http://www.kdheks.gov/feedlots>. Division of Environment offices are open from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Susan Mosier, MD, MBA, FACS  
 Secretary and State Health Officer

Doc. No. 045380

**State of Kansas  
 Department of Health and Environment**

**Notice Concerning Proposed Air  
 Quality Class I Operating Permit**

Notice is hereby given that the Kansas Department of Health and Environment (KDHE) and the Unified Gov-  
*(continued)*

ernment of Wyandotte County/Kansas City, Kansas' Department of Air Quality (DAQ) are soliciting comments regarding a proposed air quality operating permit. General Motors LLC has applied for a Class I operating permit in accordance with the provisions of K.A.R. 28-19-510 et al. The purpose of a Class I permit is to identify the sources and types of regulated air pollutants emitted from the facility; the emission limitations, standards and requirements applicable to each source; and the monitoring, record keeping, and reporting requirements applicable to each source as of the effective date of permit issuance.

General Motors LLC, 300 Renaissance Center, Detroit, MI 48265, owns and operates an assembly plant for automobiles and light duty trucks located at 3201 Fairfax Trafficway, Kansas City, KS 66115.

A copy of the proposed permit, permit application, all supporting documentation, and all information relied upon during the permit application review process are available for public review, during normal business hours, at the KDHE, Bureau of Air (BOA), 1000 SW Jackson, Suite 310, Topeka, KS 66612-1366 and at the DAQ, 619 Ann Ave., Kansas City, KS 66101. To obtain or review the proposed permit and supporting documentation, contact Sherry Walker, 785-296-6024, at the central office of the KDHE or Luke Rodriguez, 913-573-6700, at the DAQ. The standard departmental cost will be assessed for any copies requested.

Please direct written comments or questions regarding the proposed permit to Luke Rodriguez, DAQ, 619 Ann Ave., Kansas City, KS 66101. In order to be considered in formulating a final permit decision, written comments must be received no than later noon June 5, 2017.

A person may request a public hearing be held on the proposed permit. The request for a public hearing shall be in writing and set forth the basis for the request. The written request must be submitted to Luke Rodriguez at the address listed above, or by fax to 913-342-5634, and must be received by noon June 5, 2017, in order for the secretary of Health and Environment to consider the request.

The U.S. Environmental Protection Agency has a 45-day review period, which will start concurrently with the public comment period, within which to object to the proposed permit. If the EPA has not objected in writing to the issuance of the permit within the 45-day review period, any person may petition the administrator of the EPA to review the permit. The 60-day public petition period will directly follow the EPA's 45-day review period. Interested parties may contact KDHE to determine if the EPA's 45-day review period has been waived.

Any such petition shall be based only on objections to the permit that were raised with reasonable specificity during the public comment period provided for in this notice, unless the petitioner demonstrates that it was impracticable to raise such objections within such period, or unless the grounds for such objection arose after such period. Contact Ward Burns, U.S. EPA, Region 7, Air Permitting and Compliance Branch, 11201 Renner Blvd., Lenexa, KS 66219, 913-551-7960, to determine when the 45-day EPA review period ends and the 60-day petition period commences.

Susan Mosier, MD, MBA, FACS  
Secretary and State Health Officer

Doc. No. 045373

## State of Kansas

### Department of Health and Environment

#### Notice Concerning Proposed Kansas Air Quality Class I Operating Permit Renewal

Notice is hereby given that the Kansas Department of Health and Environment (KDHE) is soliciting comments regarding a proposed air quality operating permit. Coffeyville Municipal Light & Power has applied for a Class I operating permit renewal in accordance with the provisions of K.A.R. 28-19-510 et al. The purpose of a Class I permit is to identify the sources and types of regulated air pollutants emitted from the facility; the emission limitations, standards and requirements applicable to each source; and the monitoring, record keeping, and reporting requirements applicable to each source as of the effective date of permit issuance.

Coffeyville Municipal Light & Power, PO Box 1629, Coffeyville, KS 67337, owns and operates a municipal power plant located at 605 Santa Fe St., Coffeyville, KS 67337.

A copy of the proposed permit, permit application, all supporting documentation, and all information relied upon during the permit application review process are available for public review during normal business hours of 8:00 a.m. to 5:00 p.m. at the KDHE, Bureau of Air (BOA), 1000 SW Jackson, Suite 310, Topeka, KS 66612-1366 and at the Southeast District Office (SEDO), 308 W. 14th St., Chanute, KS 66720. To obtain or review the proposed permit and supporting documentation, contact Cathy Richardson, 785-296-1947, at the central office of the KDHE or Doug Cole, 620-860-7235, at the SEDO. The standard departmental cost will be assessed for any copies requested.

Please direct written comments or questions regarding the proposed permit to Cathy Richardson, KDHE, BOA, 1000 SW Jackson, Suite 310, Topeka, KS 66612-1366. In order to be considered in formulating a final permit decision, written comments must be received no later than noon Monday, June 5, 2017.

A person may request a public hearing be held on the proposed permit. The request for a public hearing shall be in writing and set forth the basis for the request. The written request must be submitted to Cathy Richardson, KDHE, BOA, no later than noon Monday, June 5, 2017 in order for the secretary of Health and Environment to consider the request.

The U.S. Environmental Protection Agency has a 45-day review period, which will start concurrently with the public comment period, within which to object to the proposed permit. If the EPA has not objected in writing to the issuance of the permit within the 45-day review period, any person may petition the administrator of the EPA to review the permit. The 60-day public petition period will directly follow the EPA's 45-day review period. Interested parties may contact KDHE to determine if the EPA's 45-day review period has been waived.

Any such petition shall be based only on objections to the permit that were raised with reasonable specificity during the public comment period provided for in this notice, unless the petitioner demonstrates that it was im-

practicable to raise such objections within such period, or unless the grounds for such objection arose after such period. Contact Ward Burns, U.S. EPA, Region 7, Air Permitting and Compliance Branch, 11201 Renner Blvd., Lenexa, KS 66219, 913-551-7960, to determine when the 45-day EPA review period ends and the 60-day petition period commences.

Susan Mosier, MD, MBA, FACS  
Secretary and State Health Officer

Doc. No. 045374

**State of Kansas**

**Department of Health and Environment**

**Notice Concerning Proposed Kansas  
Air Quality Class I Operating Permit Renewal**

Notice is hereby given that the Kansas Department of Health and Environment (KDHE) is soliciting comments regarding a proposed air quality operating permit. Panhandle Eastern Pipeline Company, L.P. has applied for a Class I operating permit renewal in accordance with the provisions of K.A.R. 28-19-510 et al. The purpose of a Class I permit is to identify the sources and types of regulated air pollutants emitted from the facility; the emission limitations, standards and requirements applicable to each source; and the monitoring, record keeping, and reporting requirements applicable to each source as of the effective date of permit issuance.

Panhandle Eastern Pipeline Company, L.P., 7500 College Blvd., Overland Park, KS 66210, owns and operates a compressor station located at 29115 Metcalf Road, Louisburg, KS 66053.

A copy of the proposed permit, permit application, all supporting documentation, and all information relied upon during the permit application review process are available for public review during normal business hours of 8:00 a.m. to 5:00 p.m. at the KDHE, Bureau of Air (BOA), 1000 SW Jackson, Suite 310, Topeka, KS 66612-1366 and at the Northeast District Office (NEDO), 800 W 24th St., Lawrence, KS 66046. To obtain or review the proposed permit and supporting documentation, contact Cathy Richardson, 785-296-1947, at the central office of the KDHE or Pat Simpson, 785-842-4600, at the NEDO. The standard departmental cost will be assessed for any copies requested.

Please direct written comments or questions regarding the proposed permit to Cathy Richardson, KDHE, BOA, 1000 SW Jackson, Suite 310, Topeka, KS 66612-1366. In order to be considered in formulating a final permit decision, written comments must be received no later than noon Monday, June 5, 2017.

A person may request a public hearing be held on the proposed permit. The request for a public hearing shall be in writing and set forth the basis for the request. The written request must be submitted to Cathy Richardson, KDHE, BOA, no later than noon Monday, June 5, 2017 in order for the secretary of Health and Environment to consider the request.

The U.S. Environmental Protection Agency has a 45-day review period, which will start concurrently with the public comment period, within which to object to

the proposed permit. If the EPA has not objected in writing to the issuance of the permit within the 45-day review period, any person may petition the administrator of the EPA to review the permit. The 60-day public petition period will directly follow the EPA's 45-day review period. Interested parties may contact KDHE to determine if the EPA's 45-day review period has been waived.

Any such petition shall be based only on objections to the permit that were raised with reasonable specificity during the public comment period provided for in this notice, unless the petitioner demonstrates that it was impracticable to raise such objections within such period, or unless the grounds for such objection arose after such period. Contact Ward Burns, U.S. EPA, Region 7, Air Permitting and Compliance Branch, 11201 Renner Blvd., Lenexa, KS 66219, 913-551-7960, to determine when the 45-day EPA review period ends and the 60-day petition period commences.

Susan Mosier, MD, MBA, FACS  
Secretary and State Health Officer

Doc. No. 045375

(Published in the Kansas Register May 4, 2017.)

**Summary Notice of Bond Sale  
City of Dodge City, Kansas  
\$2,945,000\***

**General Obligation Bonds, Series 2017-A**

**(General obligation bonds payable  
from unlimited ad valorem taxes)**

**Bids**

Subject to the Notice of Bond Sale dated April 17, 2017 (the "Notice"), facsimile and electronic bids will be received on behalf of the Director of Finance of the City of Dodge City, Kansas (the "Issuer") in the case of facsimile bids, at the address set forth below, and in the case of electronic bids, through PARITY® until 11:00 a.m. applicable central time, on May 15, 2017 for the purchase of the above-referenced bonds (the "Bonds"). No bid of less than 99% of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered.

**Bond Details**

The bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The bonds will be dated June 1, 2017, and will become due on September 1 in the years as follows:

Year	Principal Amount*
2017	\$180,000
2018	280,000
2019	285,000
2020	295,000
2021	300,000
2022	305,000
2023	310,000
2024	320,000

(continued)

2025	330,000
2026	340,000

The bonds will bear interest from the date thereof at rates to be determined when the bonds are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2017.

#### Book-Entry-Only System

The bonds shall be registered under a book-entry-only system administered through DTC.

#### Paying Agent and Bond Registrar

Treasurer of the State of Kansas, Topeka, Kansas.

#### Good Faith Deposit

Each bid shall be accompanied (in the manner set forth in the notice) by a good faith deposit in the form of a cashier's or certified check drawn on a bank located in the United States of America or a wire transfer in Federal Reserve funds immediately available for use by the issuer in the amount of \$58,900.

#### Delivery

The Issuer will pay for preparation of the bonds and will deliver the same properly prepared, executed and registered without cost to the successful bidder on or about June 1, 2017, to DTC for the account of the successful bidder.

#### Assessed Valuation and Indebtedness

The Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations for the year 2016 is \$175,319,646. The total general obligation indebtedness of the issuer as of the dated date, including the bonds being sold, is \$44,065,000.

#### Approval of Bonds

The Bonds will be sold subject to the legal opinion of Gilmore & Bell, P.C., Wichita, Kansas, Bond Counsel to the issuer, whose approving legal opinion as to the validity of the bonds will be furnished and paid for by the issuer, printed on the bonds and delivered to the successful bidder as and when the bonds are delivered.

#### Additional Information

Additional information regarding the bonds may be obtained from the undersigned, or from the Financial Advisor at the addresses set forth below:

#### Issuer – Good Faith Deposit Delivery Address:

Attn: Nannette Pogue, Director of Finance  
City Hall  
806 2nd Ave.  
PO Box 880  
Dodge City, KS 67801  
620-225-8100  
Fax: 620-225-8144  
nannette@dodgecity.org

#### Financial Advisor – Facsimile Bid and Good Faith Deposit Delivery Address:

Attn: Patricia A. Hinojos  
Stifel Nicolaus & Company, Inc.  
301 N. Main, Suite 800  
Wichita, KS 67202  
316-337-8498

Fax: 316-337-8492  
hinojosp@stifel.com

Dated April 17, 2017.

City of Dodge City, Kansas

\* Subject to change, see the Notice  
Doc. No. 045385

#### State of Kansas

### Secretary of State

#### Certificate of Election for the Special Election, April 11, 2017

I, Kris W. Kobach, Secretary of State of the State of Kansas, do hereby certify that I have examined the certified abstract of votes on file in the office of the Secretary of State, as prescribed by law, and that the State Board of Canvassers met on the twenty-fourth day of April in the Year of Our Lord two thousand and seventeen, and certified the statement of the whole number of votes cast for the candidates for the office of United States House of Representatives District 4.

I further certify that the following named person was duly elected to that office at the Special Election held on the eleventh day of April in the Year of Our Lord two thousand and seventeen.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 24th day of April in the Year of Our Lord two thousand and seventeen.

**United States House of Representatives District 4**  
Ron Estes, Wichita, Republican

Kris W. Kobach,  
Secretary of State

Doc. No. 045388

#### State of Kansas

### Secretary of State

#### Executive Appointments

Executive appointments made by the governor, and in some cases by other state officials, are filed with the secretary of state's office. A listing of Kansas state agencies, boards, commissions, and county officials are included in the Kansas Directory, which is available on the secretary of state's website at [www.sos.ks.gov](http://www.sos.ks.gov). The following appointments were recently filed with the secretary of state:

#### U.S. House of Representatives, 4th District of Kansas

**Ron Estes**, 7701 E. Kellogg, Suite 510, Wichita, KS 67207, or 2452 Rayburn HOB, Washington DC 20515. Succeeds Mike Pomeo, resigned.

#### State Treasurer

**Jacob A.J. LaTurner**, PO Box 1447, Pittsburg, KS 66762. Succeeds Ron Estes, resigned.

#### Ellis County Treasurer

**Josh Wasinger**, 205 W. 6th St., Unit B, Hays, KS 67601. Succeeds Ann Pfeifer, resigned.

**Harper County Treasurer**

**Andrea Reneau**, 116 N. Jefferson Ave., Anthony, KS 67003. Succeeds Mildred Metzger, resigned.

**Stanton County Sheriff**

**Jason Stewart**, 308 N. Monroe St., Manter, KS 67862. Succeeds Cody Morris, resigned.

**Blind and Visually Impaired,  
Kansas Advisory Committee for the**

**Miles Anderson**, 8023 Grandview Lane, Overland Park, KS 66204-3341. Succeeds Christine Owens.

**Children’s Cabinet, Kansas**

**Terri Rice**, 9405 E. Lakepoint Drive, Wichita, KS 67226. Term expires June 30, 2021. Succeeds Kristina Ames.

**Credit Union Council**

**Michael Augustine**, 21201 W. 126th St., Olathe, KS 66061. Term expires March 15, 2020. Reappointed.

**Kirsten Flory**, 1038 N. 600 Road, Baldwin City, KS 66006. Term expires March 15, 2020. Reappointed.

**Dental Board, Kansas**

**Dr. Jarrod Jones**, 1604 W. 29th St., Hays, KS 67601-1405. Term expires April 30, 2021. Reappointed.

**Stanley Wint**, 14200 S. Waverly Road, Gardner, KS 66030-9605. Term expires April 30, 2021. Succeeds Dr. Glenn Hemberger.

**Education Research Triangle, Johnson County**

**Julia Lynn**, 18837 W. 115th Terrace, Olathe, KS 66061. Term expires January 14, 2021. Succeeds Jeff Melcher.

**Emergency Medical Services Board**

**Dr. Joel Hornung**, 950 T Ave., Council Grove, KS 66846-8777. Term expires May 31, 2021. Reappointed.

**Chap Pore**, 114 N. Poplar St., Greensburg, KS 67054-2712. Term expires May 31, 2021. Reappointed.

**National Guard, Kansas**

**Colonel John Rueger**, as Brigadier General of the Kansas Army National Guard, 10019 Sunset Drive, Lenexa, KS 66220-3733. Succeeds Brigadier General Anthony V. Mohatt.

**Colonel David Weishaar**, as Brigadier General of the Kansas Air National Guard, 800 Trotter St., Maize, KS 67101-9653.

**Real Estate Commission, Kansas**

**Sue Wenger**, PO Box 247, Mulvane, KS 67110. Term expires April 30, 2021. Reappointed.

**Sentencing Commission, Kansas**

**Dan Dunbar**, 416 Casa Bonita Dr., Lawrence, KS 66049-1997. Term expires June 30, 2019. Succeeds Kevin Berens.

**State Fair Board**

**Virginia Crossland-Macha**, 2805 N. Funston, Gas, KS 66742. Term expires March 15, 2020.

**Tax Appeals, Board of**

**Ronald Mason**, Judge, 1500 Brookwood Drive, Hutchinson, KS 67502. Term expires January 15, 2021. Reappointed.

**Arlen Siegfried**, Chief Hearing Officer, 1403 W. Prairie Terrace, Olathe, KS 66061-6807. Term expires January 15, 2021. Reappointed.

**Water Authority, Kansas**

**Ted Nighswonger**, 3880 US Highway 283, Lenora, KS 67645-9107. Term expires January 15, 2020. Succeeds Jon Starns.

Kris W. Kobach  
Secretary of State

Doc. No. 045321

**State of Kansas**

**Governmental Ethics Commission**

**Opinion No. 2017-04**

Written April 29, 2017, to Mr. Jerel Wright, Credit Union Administrator, Kansas Department of Credit Unions.

**Synopsis:** Under the facts presented, a state employee’s spouse is not prohibited from receiving a gift pursuant to K.S.A. 2016 Supp. 46-237a.

Cited herein: K.S.A. 46-217, 46-237a, and K.A.R. 19-40-3a(b).

Dear Mr. Wright:

We understand that, in your capacity as Credit Union Administrator for the Kansas Department of Credit Unions, you request our opinion concerning application of the state governmental ethics law, K.S.A. 46-215 *et seq.* Our response to your request is limited to its applicability. This opinion does not address whether some other statutory system, common law theory, or agency rule or regulation applies to your inquiry.

**Factual Statement**

As a state employee with the Kansas Department of Credit Unions, your friends and family wish to raise funds to benefit your spouse, who is recovering from a recent life sustaining surgery.

**Questions**

Will a fundraising effort by friends and family for the benefit of spouse violate the state governmental ethics laws?

**Analysis and Opinion**

Unless an exception applies, as a state employee, acting in your official position, you are subject to the state governmental ethics law which prohibits your acceptance of, among other things, any economic opportunity or gift, pursuant K.S.A. 46-237a(b). As defined by K.S.A. 46-217, “[e]conomic opportunity” means any purchase, sale, lease, contract, option, or other transaction or arrangement involving property or services wherein a state [...] employee [...] may gain a personal economic benefit, but not including any gift.” A “[g]ift” means the transfer of money or anything of value unless legal consideration of a reasonably equal or greater value is received in return.” K.A.R. 19-40-3a(b). In Governmental Ethics Opinion 1999-50, the Commission determined that:

the term “official position” refers to an individual’s particular position with the [s]tate and does not apply generally to a person because they are a [s]tate employee. For guidance, the Commission notes that a gift or discount which is provided to all [s]tate employees is not being provided to a person because of his or her “official position.” On the oth-

(continued)



er hand, a gift or discount which is provided to all purchasing agents, for example, or all employees of a particular agency, will be deemed to be provided because of such persons' "official position."

Since, under the facts, your spouse is to receive the benefits from the fundraiser, not you, the provisions of K.S.A. 46-237a do not apply. Were we to assume that you received the benefit of the fundraiser, it would not be because of your "official position." Receiving a gift from friends and family does not violate K.S.A. 46-237a. Subparagraph (b)(2) of that statute specifically provides an applicable exception, "that gifts from relatives or gifts from personal friends when it is obvious to the person that the gift is not being given because of the person's official position."

#### Conclusion

Under the facts provided, a fundraiser for your spouse's benefit does not violate the state governmental ethics law since Dana Wright is not a state employee and therefore not subject to the law. Except in the case of the governor, the law's gift prohibition does not extend to spouses.

Sincerely,

G. Daniel Harden, Chairman  
By Direction of the Commission

Doc. No. 045386

#### State of Kansas

#### Department of Wildlife, Parks and Tourism

#### Permanent Administrative Regulations

#### Article 8.—DEPARTMENT LANDS AND WATERS

**115-8-1. Department lands and waters: hunting, furharvesting, and discharge of firearms.** (a) Subject to provisions and restrictions as established by posted notice or as specified in the document adopted by reference in subsection (e), the following activities shall be allowed on department lands and waters:

(1) Hunting during open seasons for hunting on lands and waters designated for public hunting;

(2) furharvesting during open seasons for furharvesting on lands and waters designated for public hunting and other lands and waters as designated by the department;

(3) target practice in areas designated as open for target practice; and

(4) noncommercial training of hunting dogs.

(b) Other than as part of an activity under subsection (a), the discharge of firearms and other sport hunting equipment capable of launching projectiles shall be allowed on department lands and waters only as specifically authorized in writing by the department.

(c) The discharge of fully automatic rifles or fully automatic handguns on department lands and waters shall be prohibited.

(d) Department lands and waters shall be open neither for commercial rabbit and hare furharvesting nor for commercial harvest of amphibians and reptiles.

(e) The department's "KDWPT public lands division special use restrictions," dated March 23, 2017, is here-

by adopted by reference. (Authorized by and implementing K.S.A. 2016 Supp. 32-807; effective Dec. 4, 1989; amended July 13, 2001; amended May 16, 2008; amended May 15, 2009; amended July 23, 2010; amended Nov. 14, 2011; amended Jan. 1, 2013; amended July 26, 2013; amended July 18, 2014; amended April 22, 2016; amended May 19, 2017.)

Robin Jennison  
Secretary

Doc. No. 045372

#### State of Kansas

#### Kansas Lottery

#### Temporary Regulations

#### Article 4.—INSTANT GAMES AND DRAWINGS

**111-4-3471. "\$100,000 Crossword" instant ticket lottery game number 640.** (a) The Kansas lottery may conduct an instant winner lottery game entitled "\$100,000 Crossword." The rules for this game are contained in K.A.R. 111-3-1 *et seq.* and 111-4-3471.

(b) The "play symbols" for this game are as follows:

**Doubler Puzzle Play Symbols:** A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-Q-R-S-T-U-V-W-X-Y-Z—symbol of a money bag.

**Mega Puzzle Play Symbols:** A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-Q-R-S-T-U-V-W-X-Y-Z.

**Bonus Word Play Symbols:** A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-Q-R-S-T-U-V-W-X-Y-Z.

**Your Letters Play Symbols:** A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-Q-R-S-T-U-V-W-X-Y-Z.

**App Play Code Symbols:** 0-1-2-3-4-5-6-7-8-9-C-D-F-G-H-I-J-K-M-N-O-P-R-T-V-W-Y-Z.

There are no "play symbol captions" in this game puzzle.

(c) The "\$100,000 Crossword" ticket features four separate play areas, "YOUR LETTERS," "DOUBLER PUZZLE," "MEGA PUZZLE," and a "BONUS WORD," plus a code that allows the player to play Crossword online or with a smartphone.

In the "CROSSWORD" games, the player will scratch the "YOUR LETTERS" play area to reveal 20 "YOUR LETTERS." Each "YOUR LETTER" may be used in both crossword puzzles, ("DOUBLER PUZZLE" and "MEGA PUZZLE") and the "BONUS WORD." A player matches the corresponding letters in both crossword puzzles and the "BONUS WORD" by removing the translucent scratch-off material covering the matching letter. A player wins according to the prize legend associated with each puzzle. Each puzzle plays separately.

In the "DOUBLER PUZZLE," if the player scratches three or more completed words, the player wins the corresponding prize in the prize legend. If one of the winning combinations shown in the prize legend has a completed word with a "MONEY BAG" symbol, the player wins double the prize amount shown in the prize legend. Only the highest corresponding prize can be won. A player can win up to one time on this puzzle.

In the "MEGA PUZZLE," if the player scratches five or more completed words, the player wins the corresponding prize in the prize legend. Only the highest corresponding prize can be won. A player can win up to one time on this puzzle.

In the "BONUS WORD" play area, if the player completely uncovers the "BONUS WORD" using "YOUR LETTERS," the player wins \$15 instantly.

In "CROSSWORD APP," the player plays online or with a smartphone. The player saves his or her non-winning ticket and visits [www.kslottery.com](http://www.kslottery.com) to play crossword online for a chance to win entries into the second-chance drawing. The player will download the kscrossword app and play on his or her smartphone by scanning the code on the ticket back or the player can visit the app store.

(d) For this game, a play symbol shall appear in each of 20 play spots within the "YOUR LETTERS" play area, in each of five play spots within the "BONUS WORD" play area, and a variable number of times within the crossword puzzle grids.

(e) The ticket numbers in each book of tickets in this game shall start with 000 and end with 029.

(f) The price of instant tickets sold by a retailer for this game shall be \$10.00 each.

(g) Each ticket in this game may win up to three times.

(h) Approximately 600,030 tickets shall be ordered initially for this instant game. Additional ticket orders shall have the same prize structure, the same number of prizes per prize pool of 200,010 tickets, and the same odds as were contained in the initial ticket order.

(i) The expected number and value of instant prizes in this game shall be as follows:

Puzzle 1	Puzzle 2	Bonus Word	Prize	Expected Number of Prizes in Game	Expected Value in Game
3 words			\$10	44,001	\$440,010
	5 words		\$10	44,001	440,010
		\$15	\$15	42,000	630,000
4 words			\$20	9,999	199,980
3 words (dbl)			\$20	9,999	199,980
3 words	5 words		\$20	10,005	200,100
5 words			\$25	6,000	150,000
	6 words		\$25	6,000	150,000
3 words		\$15	\$25	6,000	150,000
	5 words	\$15	\$25	6,000	150,000
6 words			\$50	990	49,500
4 words (dbl)	5 words		\$50	990	49,500
5 words (dbl)			\$50	1,008	50,400
	7 words		\$50	1,008	50,400
5 words	6 words		\$50	1,005	50,250
3 words	6 words	\$15	\$50	900	45,000
5 words	5 words	\$15	\$50	900	45,000
7 words			\$75	450	33,750
	8 words		\$75	450	33,750
6 words	6 words		\$75	450	33,750
5 words	7 words		\$75	450	33,750
8 words			\$100	258	25,800
6 words (dbl)			\$100	258	25,800
	9 words		\$100	258	25,800
6 words	7 words		\$100	258	25,800
3 words	8 words	\$15	\$100	258	25,800
	10 words		\$200	210	42,000
7 words (dbl)	7 words		\$200	195	39,000

8 words (dbl)		\$200	195	39,000
9 words		\$500	120	60,000
	11 words	\$500	120	60,000
9 words (dbl)		\$1,000	30	30,000
	12 words	\$1,000	27	27,000
9 words	11 words	\$1,000	27	27,000
	13 words	\$10,000	6	60,000
	14 words	\$100,000	5	500,000
Subtotal			194,831	\$4,198,130
Player Loyalty Program		\$41,981		41,981
TOTAL			194,831	\$4,240,111

dbl—denotes "Money Bag" doubler feature

(j) The odds of winning a prize in this game are approximately one in 3.08. (Authorized by K.S.A. 2016 Supp. 74-8710; implementing K.S.A. 2016 Supp. 74-8710, and 74-8720; effective, T-111-4-13-17, Feb. 8, 2017.)

**111-4-3472. "Star Platinum Play" instant ticket lottery game number 641.** (a) The Kansas lottery may conduct an instant winner lottery game entitled "Star Platinum Play." The rules for this game are contained in K.A.R. 111-3-1 *et seq.* and 111-4-3472.

(b) The "play and prize symbols" and "captions" for this game are as follows:

Play Symbols

Captions

01	ONE
03	THR
04	FOR
06	SIX
07	SEV
08	EGT
09	NIN
11	ELVN
12	TWLV
13	THRN
14	FRTN
15	FIFTN
16	SIXTN
17	SEVTN
18	EGTN
19	NINTN
20	TWNTY
21	TWYONE
22	TWY TWO
23	TWYTHR
24	TWYFOR
25	TWYFIV
26	TWYSIX
27	TWYSEV
28	TWYEGT
29	TWYNIN
30	THRTY
31	THRONE
32	THRTWO
33	THRTHR
34	THRFOR
35	THR FIV

(continued)

36	THRSIX
37	THRSEV
38	THREGT
39	THRNIN
40	FORTY
41	FRYONE
42	FRYTWO
43	FRYTHR
44	FRYFOR
45	FRYFIV
46	FRYSIX
47	FRYSEV
48	FRYEGT
49	FRYNIN
Symbol of a music note	WIN
Symbol of a star	WIN\$50
2X	2TIMES
5X	5TIMES
10X	10TIMES
<b>Prize Symbols</b>	<b>Captions</b>
FREE	TICKET
20 <sup>00</sup>	TWENTY
40 <sup>00</sup>	FORTY
50 <sup>00</sup>	FIFTY
\$100	ONE-HUN
\$200	TWO-HUN
\$500	FIVE-HUN
\$1000	ONETHOU
\$10000	10-THOU
\$100000	100-THOU

(c) For this game, a play/prize symbol shall appear in 77 play spots within the play area or areas.

(d) The ticket numbers in each book of tickets in this game shall start with 000 and end with 014.

(e) The price of instant tickets sold by a retailer for this game shall be \$20.00 each.

(f) "Star Platinum Play" is a key number match game with an instant reveal, an instant \$50 win, and multiplier features. The player will scratch the play area to reveal five "WINNING NUMBERS" and 36 "YOUR NUMBERS" with a prize amount below each of the "YOUR NUMBERS." If a player matches any of the "YOUR NUMBERS" to any of the "WINNING NUMBERS," the player wins the prize shown below that number. If a player reveals a "MUSIC NOTE" symbol, the player wins that prize automatically. If a player reveals a "STAR" symbol, the player wins \$50 instantly. If a player reveals a "2X" symbol, the player wins two times the prize shown for that symbol. If a player reveals a "5X" symbol, the player wins five times the prize amount shown for that symbol. If a player reveals a "10X" symbol, the player wins 10 times the prize shown for that symbol.

(g) Each ticket in this game may win up to 36 times.

(h) Approximately 300,000 tickets shall be ordered initially for this instant game. Additional ticket orders shall have the same prize structure, the same number of prizes per prize pool of 150,000 tickets, and the same odds as were contained in the initial ticket order.

(i) The expected number and value of instant prizes in this game shall be as follows:

	Prize	Expected Number Of Prizes In Game	Expected Value In Game
Free Ticket	Free Ticket	15,000	\$0
\$20	\$20	32,000	640,000
\$40	\$40	12,000	480,000
(\$20 x 2)	\$40	13,720	548,800
\$20 (2X)	\$40	16,000	640,000
\$50	\$50	13,320	666,000
\$100	\$100	400	40,000
\$20 (5X)	\$100	400	40,000
(\$50 x 2)	\$100	400	40,000
(\$20 x 5)	\$100	400	40,000
\$200	\$200	100	20,000
\$40 (5X)	\$200	150	30,000
\$20 (10X)	\$200	150	30,000
(\$20 x 10)	\$200	150	30,000
\$500	\$500	70	35,000
(\$20 x 25)	\$500	100	50,000
\$50 (10X)	\$500	100	50,000
\$1,000	\$1,000	20	20,000
\$40 (10X) + (\$100 x 4) + \$20 (5X) + \$50 (2X)	\$1,000	40	40,000
(\$20 x 26) + (\$40 x 2) + (\$50 x 8)	\$1,000	40	40,000
\$10,000	\$10,000	3	30,000
(\$50 x 8) + (\$100 x 16) + (\$500 x 8) + (\$1,000 x 4)	\$10,000	4	40,000
(\$500 x 20)	\$10,000	4	40,000
\$100,000	\$100,000	4	400,000
Player Loyalty Program	\$57,000		57,000
<b>TOTAL</b>		<u>104,575</u>	<u>\$4,046,800</u>

(j) The odds of winning a prize in this game are approximately one in 2.87. (Authorized by K.S.A. 2016 Supp. 74-8710; implementing K.S.A. 2016 Supp. 74-8710, and 74-8720; effective, T-111-4-13-17, Feb. 8, 2017.)

**111-4-3473. "Birthday Bash" instant ticket lottery game number 716.** (a) The Kansas lottery may conduct an instant winner lottery game entitled "Birthday Bash." The rules for this game are contained in K.A.R. 111-3-1 *et seq.* and 111-4-3473.

(b) The "play and prize symbols" and "captions" for this game are as follows:

Play Symbols	Captions
1	ONE
2	TWO
3	THREE
4	FOUR
5	FIVE
6	SIX
7	SEVEN
8	EIGHT
9	NINE
10	TEN
11	ELEVN
12	TWELV
13	THRTN
14	FORTN
15	FIFTN

16	SIXTN
17	SEVTN
18	EGHTN
19	NINTN
20	TWENTY
21	TWONE
22	TWTWO
23	TWTHR
24	TWFOR
25	TWFIV
26	TWSIX
27	TWSEV
28	TWEGT
29	TWNIN
31	THONE
32	THTWO
33	THTHR
34	THFOR
35	THFIV

30 <sup>th</sup> (outlined)	WIN2X
Symbol of a treasure chest	CHEST
Symbol of a bunch of cherries	CHERRY
Symbol of a poker chip	CHIP
Symbol of a four-leaf clover	CLOVER
Symbol of some coins	COINS
Symbol of a crown	CROWN
Symbol of a pot of gold	POTGLD
Symbol of a wishbone	WISHBON
Symbol of a balloon	BALLOON
Symbol of fireworks	FIREWKS
Symbol of a party hat	HAT
Symbol of a camera	CAMERA
Symbol of a music note	MUSIC
Symbol of a birthday cake	CAKE
Symbol of a gift	GIFT

**Prize Symbols**

FREE
\$5 <sup>00</sup>
\$10 <sup>00</sup>
\$15 <sup>00</sup>
\$20 <sup>00</sup>
\$40 <sup>00</sup>
\$50 <sup>00</sup>
\$100
\$300
\$500
\$30,000

**Captions**

\$5 TICKET
FIVE\$
TEN\$
FIFTN\$
TWENTY
FORTY
FIFTY
HUNDRED
THR HUN
FIV-HUN
THRT THO

(c) For this game, a play/prize symbol shall appear in 38 play spots within the play area or areas.

(d) The ticket numbers in each book of tickets in this game shall start with 000 and end with 059.

(e) The price of instant tickets sold by a retailer for this game shall be \$5.00 each.

(f) In the "Birthday Bash" ticket, a player will scratch the play area to reveal four "WINNING NUMBERS" and 15 "YOUR NUMBERS" with a prize amount shown be-

low each of the "YOUR NUMBERS." If a player matches any of the "YOUR NUMBERS" to any of the "WINNING NUMBERS," the player wins the prize shown below that number. If a player reveals a "30th" symbol, the player wins double the prize shown for that symbol.

The player will scratch the "FAST \$30" play area to reveal three play symbols. If three identical symbols are revealed, the player wins \$30 instantly.

The player will scratch the "BONUS" play area to reveal one play symbol or one prize amount. If a prize amount is revealed, the player wins that amount.

(g) Each ticket in this game may win up to 17 times.

(h) Approximately 804,000 tickets shall be ordered initially for this instant game. Additional ticket orders shall have the same prize structure, the same number of prizes per prize pool of 201,000 tickets, and the same odds as were contained in the initial ticket order.

(i) The expected number and value of instant prizes in this game shall be as follows:

Prize	Expected Number of Prizes In Game	Expected Value In Game
Free Ticket	67,000	\$0
\$5 or \$5	53,600	268,000
\$10 or \$10	13,400	134,000
\$5 (DBL) \$10	40,200	402,000
\$15 or \$15	3,350	50,250
\$5 (DBL) \$5	16,750	251,250
\$5 + \$10 \$15	13,400	201,000
\$20 or \$20	3,350	67,000
\$15 + \$5 \$20	3,350	67,000
\$5 (DBL) + \$5 \$20	6,700	134,000
\$10 (DBL) \$20	3,350	67,000
\$5 (DBL) \$10 \$20	3,350	67,000
\$30 \$30	1,600	48,000
(\$5 x 4) \$10 \$30	280	8,400
\$15 + \$5 (DBL) \$5 \$30	280	8,400
\$10 (DBL) \$10 \$30	200	6,000
\$5 (DBL) + (\$5 x 2) + \$10 \$30	320	9,600
\$40 or \$40 \$40	160	6,400
\$5 \$30 \$5 \$40	1,800	72,000
\$10 (DBL) + \$5 (DBL) + \$5 x 2) \$40	720	28,800
\$100 or \$100 \$100	72	7,200
(\$5 x 8) + (\$10 x 3) \$30 \$100	320	32,000
\$10 (DBL) + (\$5 (DBL) x 5) \$30 \$100	320	32,000
(\$5 x 10) \$30 \$20 \$100	480	48,000
\$300 or \$300 \$300	4	1,200
(\$20 (DBL) x 5) + (\$5 x 10) \$30 \$20 \$300	48	14,400
\$50 (DBL) + (\$20 (DBL) x 2) + (\$10 x 5) \$30 \$40 \$300	16	4,800
(\$10 (DBL) x 5) + (\$20 x 10) \$300	16	4,800
\$500 or \$500 \$500	4	2,000
\$100 (DBL) + (\$10 x 10) + (\$20 x 3) + \$5 (DBL) \$30 \$100 \$500	20	10,000
(\$50 x 8) + (\$10 x 7) \$30 \$500	16	8,000
\$30,000 \$30,000	4	120,000

(continued)

Player Loyalty Program		300,000
Player Loyalty Program		24,700
TOTAL	<u>234,480</u>	<u>2,505,200</u>

(j) The odds of winning a prize in this game are approximately one in 3.43. (Authorized by K.S.A. 2016 Supp. 74-8710; implementing K.S.A. 2016 Supp. 74-8710, and 74-8720; effective, T-111-4-13-17, Feb. 8, 2017.)

**111-4-3474. "Bass Pro Shops" instant ticket lottery game number 722.** (a) The Kansas lottery may conduct an instant winner lottery game entitled "Bass Pro Shops." The rules for this game are contained in K.A.R. 111-3-1 *et seq.* and 111-4-3474.

(b) The "play and prize symbols" and "captions" for this game are as follows:

Play Symbols	Captions
1	ONE
2	TWO
3	THREE
4	FOUR
5	FIVE
6	SIX
7	SEVEN
8	EIGHT
9	NINE
10	TEN
11	ELEVN
12	TWELV
13	THRTN
14	FORTN
15	FIFTN
16	SIXTN
17	SEVTN
18	EGHTN
19	NINTN
20	TWENTY
21	TWONE
22	TWTWO
23	TWTHR
24	TWFOR
25	TWFIV
26	TWSIX
27	TWSEV
28	TWEGT
29	TWNIN
30	THIRTY
31	THONE
32	THTWO
33	THTHR
34	THFOR
35	THFIV
36	THSIX
37	THSEV
38	THEGT
39	THNIN
40	FORTY
Symbol of a Bass fish	WIN2X

**Prize Symbols**

FREE
\$5 <sup>.00</sup>
\$10 <sup>.00</sup>
\$15 <sup>.00</sup>
\$20 <sup>.00</sup>
\$25 <sup>.00</sup>
\$50 <sup>.00</sup>
\$100
\$500
\$1,000
\$25,000

**Captions**

\$5 TICKET
FIVE\$
TEN\$
FIFTN\$
TWENTY
TWEN-FIV
FIFTY
HUNDRED
FIV-HUN
ONE-THO
TWNFVTHO

(c) For this game, a play/prize symbol shall appear in 45 play spots within the play area or areas.

(d) The ticket numbers in each book of tickets in this game shall start with 000 and end with 059.

(e) The price of instant tickets sold by a retailer for this game shall be \$5.00 each.

(f) In the "Bass Pro Shops" ticket, a player will scratch the play area to reveal five "WINNING NUMBERS" and 20 "YOUR NUMBERS" with a prize amount shown below each of the "YOUR NUMBERS." If a player matches any of the "YOUR NUMBERS" to any of the "WINNING NUMBERS," the player wins the prize shown below that number. If a player reveals a "BASS" symbol, the player wins double the prize shown for that symbol.

(g) Each ticket in this game may win up to 20 times.

(h) Approximately 300,000 tickets shall be ordered initially for this instant game. Additional ticket orders shall have the same prize structure, the same number of prizes per prize pool of 300,000 tickets, and the same odds as were contained in the initial ticket order.

(i) The expected number and value of instant prizes in this game shall be as follows:

Prize	Expected Number Of Prizes In Game	Expected Value In Game	
Free Ticket	Free Ticket	20,000	\$0
\$5	\$5	25,000	125,000
\$10	\$10	5,000	50,000
\$5 (DBL)	\$10	15,000	150,000
\$15	\$15	1,000	15,000
\$5 (DBL) + \$5	\$15	5,000	75,000
(\$5 x 3)	\$15	4,000	60,000
\$20	\$20	500	10,000
\$15 + \$5	\$20	1,000	20,000
\$5 (DBL) + (\$5 x 2)	\$20	1,500	30,000
\$10 (DBL)	\$20	1,000	20,000
\$5 (DBL) + \$10	\$20	1,000	20,000
\$25	\$25	100	2,500
(\$5 x 5)	\$25	600	15,000
\$15 + \$5 (DBL)	\$25	400	10,000
\$10 (DBL) + \$5	\$25	600	15,000
\$5 (DBL) + \$5 + \$10	\$25	800	20,000
\$50	\$50	100	5,000
(\$5 x 10)	\$50	1,200	60,000
\$10 (DBL) + \$5 (DBL) + (\$5 x 4)	\$50	1,200	60,000
\$100	\$100	20	2,000
(\$5 x 8) + (\$10 x 6)	\$100	50	5,000
\$10 (DBL) + (\$5 (DBL) x 5) + \$5 + \$25	\$100	80	8,000



(\$5 x 20)	\$100	100	10,000
\$500	\$500	2	1,000
(\$50 x 5) + (\$20 (DBL) x 5) + (\$5 x 10)	\$500	18	9,000
\$50 (DBL) + \$100 + (\$20 (DBL) x 5) + \$100	\$500	15	7,500
\$10 (DBL) x 5) + (\$20 x 10) + (\$25 x 4) + \$100	\$500	25	12,500
\$1,000	\$1,000	2	2,000
(\$10 x 10) + (\$25 x 8) + \$100 (DBL) + \$500	\$1,000	4	4,000
(\$25 x 8) + (\$25 (DBL) x 8) + (\$100 x 4)	\$1,000	4	4,000
\$25,000	\$25,000	3	75,000
Player Loyalty Program			9,400
Bass Pro Shops Gift Cards			40,000
<b>TOTAL</b>		<u>85,323</u>	<u>\$951,900</u>

B01	I16	N31	G46	O61
B02	I17	N32	G47	O62
B03	I18	N33	G48	O63
B04	I19	N34	G49	O64
B05	I20	N35	G50	O65
B06	I21	N36	G51	O66
B07	I22	N37	G52	O67
B08	I23	N38	G53	O68
B09	I24	N39	G54	O69
B10	I25	N40	G55	O70
B11	I26	N41	G56	O71
B12	I27	N42	G57	O72
B13	I28	N43	G58	O73
B14	I29	N44	G59	O74
B15	I30	N45	G60	O75

(j) The odds of winning a prize in this game are approximately one in 3.52. (Authorized by K.S.A. 2016 Supp. 74-8710; implementing K.S.A. 2016 Supp. 74-8710, and 74-8720; effective, T-111-4-13-17, Feb. 8, 2017.)

**111-4-3475. "Bingo Numbers" instant ticket lottery game number 725.** (a) The Kansas lottery may conduct an instant winner lottery game entitled "Bingo Numbers." The rules for this game are contained in K.A.R. 111-3-1 *et seq.* and 111-4-3475.

(b) The "play/game symbols" for the four "BINGO CARD" play areas for this game are as follows:

01	02	03	04	05	06	07	08	09	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	FREE				

01	02	03	04	05	06	07	08	09	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75					

In the "CALLER'S CARD" play area, a letter/number combination play/game symbol appears in each of the 28 play spots. "Play symbols" for the "CALLER'S CARD," and the "BONUS NUMBERS" play areas for this instant game are the following:

(c) The ticket numbers in each book of tickets in this game shall start with 000 and end with 059.

(d) The price of instant tickets sold by a retailer for this game shall be \$5.00 each.

(e) "Bingo Numbers" is a two-part game with a bonus feature. The first part consists of 28 "CALLER'S NUMBERS" which are covered by opaque latex. The second part consists of four "GAME CARDS" each containing 24 numbers, some of which numbers may be enclosed in a circle, and a "FREE" space in the center of each card, for a total of 25 squares. The "GAME CARDS" are each covered by translucent scratch-off. Each "GAME CARD" has a corresponding prize legend shown directly below the "GAME CARD."

A player removes the scratch-off material from the areas on the ticket indicated by the words "CALLER'S NUMBERS" to reveal a total of 28 letter/number combinations. A player matches the "CALLER'S NUMBERS" to the numbers on the four "GAME CARDS" and scratches the translucent material over the matched number on the "GAME CARD." The numbers on the "GAME CARDS" may or may not be enclosed in a circle to be considered a matching number. If a player finds a diagonal, vertical, or horizontal straight line covering the five play spots, or four corners of the grid, or an "X" pattern, the player wins a prize according to the prize legend below the respective "GAME CARD."

To play the bonus feature, a player wins \$10 instantly for each "LUCKY NUMBER" that matches a "CALLER'S CARD" number. A "LUCKY NUMBER" consists of an encircled number on any of the "GAME CARDS."

(f) Each ticket in this game may win up to 20 times. Only the highest prize won on each "GAME CARD" will be awarded.

(g) Approximately 300,000 tickets shall be ordered initially for this instant game. Additional ticket orders shall have the same prize structure, the same number of prizes per prize pool of 150,000 tickets, and the same odds as were contained in the initial ticket order.

(h) The expected number and value of instant prizes in this game shall be as follows:

(continued)

Card 1	Card 2	Card 3	Card 4	Prizes	Number of Prizes In Game	Expected Value In Game
Line \$5				\$5	38,750	\$193,750
	Line \$10			\$10	2,500	25,000
Bonus \$10 or Line \$5	Bonus \$10 or	Bonus \$10 or	Bonus \$10 or	\$10	12,500	125,000
		Line \$15	Bonus \$10	\$15	1,250	18,750
Bonus \$10 + Line \$5				\$15	1,250	18,750
Line \$5		Bonus \$10		\$15	1,250	18,750
Line \$5	Line \$10		Line \$20	\$15	3,750	56,250
	4C \$20			\$20	1,250	25,000
4C \$10	Line \$10	Bonus \$10	Bonus \$10	\$20	1,250	25,000
Bonus \$10	Bonus \$10			\$20	1,250	25,000
Bonus \$10 x 2 or	Bonus \$10 x 2 or	Bonus \$10 x 2 or	Bonus \$10 x 2 or	\$20	3,750	75,000
Bonus \$20 x 3 or	Bonus \$10 x 3 or	Bonus \$10 x 3 or	Bonus \$10 x 3 or	\$30	3,200	96,000
	4C \$20		Bonus \$10	\$30	800	24,000
4C \$10	Line \$10	Bonus \$10		\$30	1,000	30,000
Bonus \$10 x 4 or	Bonus \$10 x 4 or	Bonus \$10 x 4 or	Bonus \$10 x 4 or	\$40	200	8,000
Line \$5 + Bonus \$10	Line \$10	Line \$15		\$40	140	5,600
4C \$10	Line \$10	Bonus \$10 x 2		\$40	160	6,400
		4C \$50		\$50	20	1,000
Bonus \$10 x 5 or	Bonus \$10 x 5 or	Bonus \$10 x 5 or	Bonus \$10 x 5 or	\$50	200	10,000
Line \$5	Bonus \$10	Line \$15	Bonus \$10 x 2	\$50	160	8,000
Bonus \$10 x 2	Line \$10		Line \$20	\$50	120	6,000
X \$100				\$100	8	800
			4C \$100	\$100	8	800
Bonus \$10	Bonus \$10 x 2	4C \$50	Bonus \$10 x 2	\$100	10	1,000
Line \$5 + Bonus \$10 x 2	Line \$10 + Bonus \$10	Line \$15 + Bonus \$10	Line \$20 + Bonus \$10	\$100	24	2,400
		4C \$50	Bonus \$10 x 5	\$100	10	1,000
X \$100			4C \$100	\$200	8	1,600
Bonus \$10 x 5	Bonus \$10 x 5	4C \$50	Bonus \$10 x 5	\$200	24	4,800
	4C \$20 + Bonus \$10 x 3		4C \$100 + Bonus \$10 x 5	\$200	8	1,600
4C \$10 + Bonus \$10 x 5	4C \$20 + Bonus \$10 x 5	Bonus \$10 x 5	Line \$20 + Bonus \$10 x 5	\$250	12	3,000
X \$100	4C \$20	Bonus \$10 x 3	4C \$100	\$250	8	2,000
	X \$500			\$500	10	5,000
		X \$1,000		\$1,000	6	6,000
			X \$25,000	\$25,000	3	75,000
Player Loyalty Program						10,000
TOTAL					<u>79,889</u>	<u>1,003,750</u>

(i) The odds of winning a prize in this game are approximately one in 3.76. (Authorized by K.S.A. 2016 Supp. 74-8710; implementing K.S.A. 2016 Supp. 74-8710, and 74-8720; effective, T-111-4-13-17, Feb. 8, 2017.)

**Article 7.—KANSAS-ONLY ONLINE GAMES**

**111-7-265. Keno doubler promotion.** (a) The Kansas lottery may conduct a Keno promotion entitled “Keno Doubler Promotion” offering Kansas lottery players the opportunity to win double the prize amount won on certain Keno tickets.

(b) There will be three terms of the “Keno Doubler Promotion.” The term of the “Keno Doubler Promotion” shall mean the time during which qualifying Keno tickets may be purchased by lottery players. The first term of the “Keno Doubler Promotion” shall begin on March 20, 2017, at 5 a.m. and conclude at 2:00 a.m. on March 23, 2017. The second term of the “Keno Doubler Promotion” shall begin on March 27, 2017, at 5 a.m. and conclude at 2:00 a.m. on April 1, 2017. The third term of the “Keno

Doubler Promotion” shall begin on April 2, 2017, at 5 a.m. and conclude at 2:00 a.m. on April 3, 2017.

(c) A qualifying Keno ticket purchased during the term of the promotion shall be utilized by the player to play a Keno game at a time which is subsequent to purchase of the ticket. Any Keno ticket with multiple draws purchased prior to the term of the promotion shall not be eligible to win a double prize in this promotion. Any Keno ticket with multiple draws purchased before the end of the promotion term with draws after the promotion ended will still be eligible to win a double prize in this promotion.

(d) Keno tickets eligible to win double a prize amount during “Keno Doubler Promotion” and according to the terms of the promotion shall be offered for sale at any Kansas lottery retail selling location which offers the Kansas lottery Keno product to its players.

(e) On every twentieth Keno ticket sold statewide during the promotion which is eligible to win a double prize amount, a qualifying message shall be printed on the ticket front. The qualifying message printed on the

ticket front shall read, "Congratulations! Any prizes won on this ticket will be doubled! Good luck! Some exclusions apply."

(f) Keno tickets that shall be excluded from printing a qualifying message and winning a double prize amount during the promotion are: progressive jackpot game on 6 of 6-spot Keno, progressive jackpot game on 7 of 7-spot Keno, progressive jackpot game on 8 of 8-spot Keno, 10 of 10-spot Keno, and any Keno ticket included in the 6-pack sampler Keno ticket package.

(g) Any prize amount won on a qualifying doubler Keno ticket which is sold during the term of the promotion shall be double the prize amount normally won for the game played.

(h) Only Kansas lottery Keno tickets purchased by a player during the term of the promotion which contain a qualifying printed message on the ticket front as specified in subsection (e) and which are not excluded from the promotion as provided in these rules shall be eligible to win double the prize amount won for a qualifying Keno game.

(i) Keno tickets sold by lottery retailers that are eligible to win a double prize amount during this promotion shall not be eligible to be cancelled after the ticket is printed by a Kansas lottery retailer. (Authorized by and implementing 2016 Supp. K.S.A. 74-8710; effective, T-111-4-13-17, Feb. 8, 2017.)

**111-7-266. Keno tripler promotion.** (a) The Kansas lottery may conduct a Keno promotion entitled "Keno Tripler Promotion" offering Kansas lottery players the opportunity to win triple the prize amount won on certain Keno tickets.

(b) There will be four terms during which the promotion will be offered in March and April 2017. The term of the "Keno Tripler Promotion" shall mean the time during which qualifying Keno tickets may be purchased by lottery players. The first term of the "Keno Tripler Promotion" shall begin on March 14, 2017, at 5 a.m. and conclude at 2:00 a.m. on March 20, 2017. The second term of the "Keno Tripler Promotion" shall begin on March 23, 2017, at 5 a.m. and conclude at 2:00 a.m. on March 27, 2017. The third term of the "Keno Tripler Promotion" shall begin on April 1, 2017, at 5 a.m. and conclude at 2:00 a.m. on April 2, 2017. The fourth term shall begin on April 3, 2017, at 5:00 a.m. and conclude at 2:00 a.m. on April 4, 2017.

(c) A qualifying Keno ticket purchased during the term of the promotion shall be utilized by the player to play a Keno game at a time which is subsequent to purchase of the ticket. Any Keno ticket with multiple draws purchased prior to the term of the promotion shall not be eligible to win a triple prize in this promotion. Any Keno ticket with multiple draws purchased before the end of the promotion term with draws after the promotion ended will still be eligible to win a triple prize in this promotion.

(d) Keno tickets eligible to win triple a prize amount during "Keno Tripler Promotion" and according to the terms of the promotion shall be offered for sale at any Kansas lottery retail selling location which offers the Kansas lottery Keno product to its players.

(e) On every thirtieth Keno ticket sold statewide during the promotion which is eligible to win a triple prize

amount, a qualifying message shall be printed on the ticket front. The qualifying message printed on the ticket front shall read, "Congratulations! Any prizes won on this ticket will be tripled! Good luck! Some exclusions apply."

(f) Keno tickets that shall be excluded from printing a qualifying message and winning a triple prize amount during the promotion are: progressive jackpot game on 6 of 6-spot Keno, progressive jackpot game on 7 of 7-spot Keno, progressive jackpot game on 8 of 8-spot Keno, 10 of 10-spot Keno, and any Keno ticket included in the 6-pack sampler Keno ticket package.

(g) Any prize amount won on a qualifying tripler Keno ticket which is sold during the term of the promotion shall be triple the prize amount normally won for the game played.

(h) Only Kansas lottery Keno tickets purchased by a player during the term of the promotion which contain a qualifying printed message on the ticket front as specified in subsection (e) and which are not excluded from the promotion as provided in these rules shall be eligible to win triple the prize amount won for a qualifying Keno game.

(i) Keno tickets sold by lottery retailers that are eligible to win a triple prize amount during this promotion shall not be eligible to be cancelled after the ticket is printed by a Kansas lottery retailer. (Authorized by and implementing 2016 Supp. K.S.A. 74-8710; effective, T-111-4-13-17, Feb. 8, 2017.)

#### Article 19.—SPECIFIC PLAYER LOYALTY CLUB RULES

##### **111-19-6. Bass Pro Shops second-chance drawing.**

(a) The Kansas lottery may conduct a second-chance drawing entitled "Bass Pro Shops Second-Chance Drawing." Entries will be accepted beginning at 5:00 a.m. on March 2, 2017, and ending at noon on July 31, 2017. Winners will be announced on August 4, 2017.

(b) The specific ticket eligible for entry into the drawing shall be any non-winning Kansas lottery "Bass Pro Shops" instant ticket number 722.

(c) A player shall enter qualifying tickets through the Kansas lottery PlayOn program at [www.kslottery.com](http://www.kslottery.com). The player shall follow the hyperlink specifically developed for the purpose of accessing the "Bass Pro Shops Second-Chance Drawing." The player may enter the required data from the instant ticket manually for entry into the drawing. If the player does not enter the ticket data manually, the player may scan, if available, the ticket to enter data to be used for entry into the drawing using a mobile device and a downloaded Kansas lottery PlayOn app. After the ticket data is successfully entered either manually or scanned using an app, the player will receive one entry into the second-chance drawing.

(d) For the drawing, five winners will be selected. The first winner drawn will be the winner of a \$25,000 Bass Pro Shops gift card. The second winner drawn will be the winner of a \$5,000 Bass Pro Shops gift card. The third winner drawn will be the winner of a \$2,500 Bass Pro Shops gift card. The fourth winner drawn will be the winner of a \$1,500 Bass Pro Shops gift card. The fifth winner drawn will be the winner of a \$1,000 Bass Pro Shops gift card.

(continued)

(e) A player may enter the drawing(s) an unlimited number of times, but may win only one prize package in this promotion.

(f) A player who is selected as a prize winner in any drawing must return his or her completed claim form, and must be received by the Kansas lottery within 14 days following the date of the online event drawing. In the event an alternate winner is awarded a prize, the winner must return his or her completed claim form within 14 days following the date the alternate winner was sent a claim form via U. S. mail.

(g) In the event any prize awarded for this drawing is postponed, changed, or canceled in whole or in part, no cash prize substitutions or other compensation shall be provided.

(h) Only registered PlayOn members may enter the "Bass Pro Shops Second-Chance Drawing." PlayOn members must enter themselves into the drawings according to the terms and conditions of PlayOn. Entries shall not be accepted which are submitted by any method other than through PlayOn.

(i) By entering the drawing(s), entrant agrees to PlayOn terms and conditions.

(j) Each person who enters the drawing(s), agrees to release the Kansas lottery and their respective officers, directors, employees, agents, and sponsors from liability of any kind or nature for any loss, claims, damages, or injuries of any kind associated with participation in the drawing or with acceptance and use of any prize.

(k) Rules applicable to this online event drawing are contained in K.A.R. 111-19-6 and K.A.R. 111-18-1 *et seq.* (Authorized by K.S.A. 2016 Supp. 74-8710 and 74-8748; implementing K.S.A. 2016 Supp. 74-8710; effective, T-111-4-13-17, Feb. 8, 2017.)

**111-19-7. Celebrating 30 Years second-chance drawings.** (a) The Kansas lottery may conduct nine second-chance drawings entitled "Celebrating 30 Years." Entries will be accepted beginning at 5:00 a.m. on March 2, 2017. The drawing schedule is as follows:

Draw Number	Entry Deadline	Draw Date	Winner Announcement Date
1	March 14, 2017	March 15, 2017	March 17, 2017
2	April 18, 2017	April 19, 2017	April 21, 2017
3	May 16, 2017	May 17, 2017	May 19, 2017
4	June 20, 2017	June 21, 2017	June 23, 2017
5	July 18, 2017	July 19, 2017	July 21, 2017
6	August 22, 2017	August 23, 2017	August 25, 2017
7	September 19, 2017	September 20, 2017	September 22, 2017
8	October 17, 2017	October 18, 2017	October 20, 2017
9	November 6, 2017	November 7, 2017	November 9, 2017

Entry into all drawings will close at noon on the specified date.

(b) The specific ticket eligible for entry into the drawing shall be any non-winning Kansas lottery "Birthday Bash" instant ticket number 716.

(c) A player shall enter qualifying tickets through the Kansas lottery PlayOn program at [www.kslottery.com](http://www.kslottery.com). The player shall follow the hyperlink specifically developed for the purpose of accessing the "Celebrating 30 Years Second-Chance Drawings." The player may enter

the required data from the instant ticket manually for entry into the drawing. If the player does not enter the ticket data manually, the player may scan, if available, the ticket to enter data to be used for entry into the drawing using a mobile device and a downloaded Kansas lottery PlayOn app. After the ticket data is successfully entered either manually or scanned using an app, the player will receive one entry into the second-chance drawing.

(d) For each drawing, 30 winners and 30 alternates will be selected. The first 30 entries selected in each drawing shall be awarded a prize for that drawing. The next 30 entries selected in each drawing shall be used as alternate winners, if necessary, in the order drawn. Each winner in draw number 1 will receive one pack of \$5 "Birthday Bash" instant Kansas lottery tickets, game number 716. Each ticket pack of game number 716 will consist of 60 tickets. Each winner in draw number 2 will receive seven coupons to be redeemed for 15 multi-draw Kansas lottery online Powerball with Power Play tickets, which must be redeemed during the time period shown on each coupon. The coupons will be valid for the Powerball draws beginning June 2, 2017, through June 1, 2018, giving each winner one year's worth of Powerball with Power Play covering each drawing every Wednesday and Saturday. Each Powerball with Power Play ticket has a purchase value of \$3.00. Each winner in draw number 3 will receive \$300 cash. Each winner in draw number 4 will receive one pack of \$10 "Trucks and Bucks" instant Kansas lottery tickets, game number 734. Each ticket pack of game number 734 will consist of 30 tickets. Each winner in draw number 5 will receive seven coupons to be redeemed for 15 multi-draw Kansas lottery online Lucky for Life tickets, which must be redeemed during the time period shown on each coupon. The coupons will be valid for the Lucky for Life draws beginning September 1, 2017, through August 31, 2018, giving each winner one year's worth of Lucky for Life covering each drawing every Monday and Thursday. Each Lucky for Life ticket has a purchase value of \$2.00. Each winner in draw number 6 will receive \$300 cash. Each winner in draw number 7 will receive one pack of \$5 "Birthday Bash" instant Kansas lottery tickets, game number 716. Each ticket pack of game number 716 will consist of 60 tickets. Each winner in draw number 8 will receive seven coupons to be redeemed for 15 multi-draw Kansas lottery online Mega Millions with Megaplier tickets, which must be redeemed during the time period shown on each coupon. The coupons will be valid for the Mega Millions draws beginning December 1, 2017, through November 30, 2018, giving each winner one year's worth of Mega Millions with Megaplier covering each drawing every Tuesday and Friday. Each Mega Millions with Megaplier ticket has a purchase value of \$2.00. Each winner in draw number 9 will receive \$300 cash.

(e) All ticket prizes will be mailed to winners who reside within the state of Kansas. Any ticket prize winner who resides outside the state of Kansas must pick up the prize at lottery headquarters, 128 North Kansas Avenue, Topeka, Kansas, between 8:00 a.m. and 5:00 p.m., Monday through Friday.

(f) A player may enter the drawing(s) an unlimited number of times, but may win only one prize package in



this promotion. Entries into the drawings will be eligible to win a prize in all subsequent drawings provided the entry was not selected as the winner of a prize package in a previous drawing for this promotion. Entries that are selected as alternate winners in any drawing, but are not used as winners, are eligible to win a prize package in any subsequent drawing.

(g) A player who is selected as a prize winner in any drawing must return his or her completed claim form, and must be received by the Kansas lottery within 14 days following the date of the online event drawing. In the event an alternate winner is awarded a prize, the winner must return his or her completed claim form within 14 days following the date the alternate winner was sent a claim form via U. S. mail.

(h) In the event any prize awarded for this drawing is postponed, changed, or canceled in whole or in part, no cash prize substitutions or other compensation shall be provided.

(i) Only registered PlayOn members may enter the "Celebrating 30 Years." PlayOn members must enter themselves into the drawings according to the terms and conditions of PlayOn. Entries shall not be accepted which are submitted by any method other than through PlayOn.

(j) By entering the drawing(s), entrant agrees to PlayOn terms and conditions.

(k) Each person who enters the drawing(s), agrees to release the Kansas lottery and their respective officers, directors, employees, agents, and sponsors from liability of any kind or nature for any loss, claims, damages, or injuries of any kind associated with participation in the drawing or with acceptance and use of any prize.

(l) Rules applicable to this online event drawing are contained in K.A.R. 111-19-7 and K.A.R. 111-18-1 *et seq.* (Authorized by K.S.A. 2016 Supp. 74-8710 and 74-8748; implementing K.S.A. 2016 Supp. 74-8710; effective, T-111-4-13-17, Feb. 8, 2017.)

**111-19-8. \$100,000 Crossword second-chance drawing.** (a) The Kansas lottery may conduct 10 second-chance drawings entitled "\$100,000 Crossword Second-Chance Drawings." The drawing schedule is as follows:

Draw Number	Entries Begin	Entries End	Draw Date	Winner Announcement Date
1	March 1, 2017 5:00:00 a.m.	March 31, 2017 11:59:00 a.m.	April 3, 2017	April 7, 2017
2	March 31, 2017 12:00:00 p.m.	April 30, 2017 11:59:59 a.m.	May 1, 2017	May 5, 2017
3	April 30, 2017 12:00:00 p.m.	May 31, 2017 11:59:59 a.m.	June 1, 2017	June 2, 2017
4	May 31, 2017 12:00:00 p.m.	June 30, 2017 11:59:59 a.m.	July 4, 2017	July 7, 2017
5	June 30, 2017 12:00:00 p.m.	July 31, 2017 11:59:59 a.m.	August 1, 2017	August 4, 2017
6	July 31, 2017 12:00:00 p.m.	August 31, 2017 11:59:59 a.m.	September 1, 2017	September 8, 2017
7	August 31, 2017 12:00:00 p.m.	September 30, 2017 11:59:59 a.m.	October 2, 2017	October 6, 2017
8	September 30, 2017 12:00:00 p.m.	October 31, 2017 11:59:59 a.m.	November 1, 2017	November 13, 2017
9	October 31, 2017 12:00:00 p.m.	November 30, 2017 11:59:59 a.m.	December 1, 2017	December 8, 2017
10	November 30, 2017 12:00:00 p.m.	December 31, 2017 11:59:59 a.m.	January 2, 2018	January 5, 2018

(b) The specific ticket eligible for entry into the drawing shall be any non-winning Kansas lottery "\$100,000 Crossword" instant ticket number 640.

(c) A player shall enter qualifying tickets through the Kansas lottery PlayOn program at [www.kslottery.com](http://www.kslottery.com). The player shall follow the hyperlink specifically developed for the purpose of accessing the "\$100,000 Crossword Second-Chance Drawings." The player may enter the required data from the instant ticket manually. If the player does not enter the ticket data manually, the player may scan, if available, the ticket using a downloaded Kansas lottery PlayOn app. After the ticket data is successfully entered either manually or scanned using an app, the player will receive access to play an interactive crossword game one time. Each crossword game outcome results in a random number of entries, ranging from one entry to 20 entries, being generated automatically for the player into the drawing. Each crossword game outcome is predetermined and governed by the app code submitted by the player.

(d) For each drawing, 10 winners will be selected. Each winner will receive a coupon that can be redeemed for \$50 of Kansas lottery instant tickets to be determined by the Kansas lottery. The coupon must be redeemed during the time period indicated on the coupon.

(e) No alternates will be drawn for any of the drawings in this promotion.

(f) A player may enter the drawing(s) an unlimited number of times, but may win only one prize in each drawing.

(g) A player is not required to complete a claim form to be awarded a prize in any of the drawings in this promotion.

(h) In the event any prize awarded for this drawing is postponed, changed, or canceled in whole or in part, no cash prize substitutions or other compensation shall be provided.

(i) Only registered PlayOn members may enter the "\$100,000 Crossword Second-Chance Drawings." PlayOn members must enter themselves into the drawings according to the terms and conditions of PlayOn. Entries shall not be accepted which are submitted by any method other than through PlayOn.

(j) Entries in any drawing do not carry forward from one drawing to the next.

(k) By entering the drawing(s), entrant agrees to PlayOn terms and conditions.

(l) Each person who enters the drawing(s), agrees to release the Kansas lottery and their respective officers, directors, employees, agents, and sponsors from liability of any kind or nature for any loss, claims, damages, or injuries of any kind associated with participation in the drawing or with acceptance and use of any prize.

(m) Rules applicable to this online event drawing are contained in K.A.R. 111-19-8 and K.A.R. 111-18-1 *et seq.* (Authorized by K.S.A. 2016 Supp. 74-8710 and 74-8748; implementing K.S.A. 2016 Supp. 74-8710; effective, T-111-4-13-17, Feb. 8, 2017.)

Terry P. Presta  
Executive Director

Doc. No. 045371



## State of Kansas

## Secretary of State

## Certification of New State Laws

I, Kris W. Kobach, Secretary of State of the State of Kansas, do hereby certify that each of the following bills is a correct copy of the original enrolled bill now on file in my office.

Kris W. Kobach  
Secretary of State

(Published in the Kansas Register May 4, 2017)

## House Substitute for SENATE BILL No. 51

AN ACT concerning controlled substances; the state board of pharmacy; relating to scheduling of controlled substance analogs, controlled substances and new drugs; emergency scheduling; amending K.S.A. 2016 Supp. 21-5701, 65-4101, 65-4102, 65-4105, 65-4107, 65-4111 and 65-4113 and repealing the existing sections.

*Be it enacted by the Legislature of the State of Kansas:*

Section 1. K.S.A. 2016 Supp. 21-5701 is hereby amended to read as follows: 21-5701. As used in K.S.A. 2016 Supp. 21-5701 through 21-5717, and amendments thereto: (a) "Controlled substance" means any drug, substance or immediate precursor included in any of the schedules designated in K.S.A. 65-4105, 65-4107, 65-4109, 65-4111 and 65-4113, and amendments thereto.

(b) (1) "Controlled substance analog" means a substance that is intended for human consumption, and *at least one of the following*:

(A) The chemical structure of ~~which~~ *the substance* is substantially similar to the chemical structure of a controlled substance listed in or added to the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto;

(B) ~~which~~ *the substance* has a stimulant, depressant or hallucinogenic effect on the central nervous system substantially similar to the stimulant, depressant or hallucinogenic effect on the central nervous system of a controlled substance included in the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto; or

(C) with respect to a particular individual, ~~which~~ *the such* individual represents or intends *the substance* to have a stimulant, depressant or hallucinogenic effect on the central nervous system substantially similar to the stimulant, depressant or hallucinogenic effect on the central nervous system of a controlled substance included in the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto.

(2) "Controlled substance analog" does not include:

(A) A controlled substance;

(B) a substance for which there is an approved new drug application; or

(C) a substance with respect to which an exemption is in effect for investigational use by a particular person under section 505 of the federal food, drug, and cosmetic act (21 U.S.C. § 355), to the extent conduct with respect to the substance is permitted by the exemption.

(c) "Cultivate" means the planting or promotion of growth of five or more plants which contain or can produce controlled substances.

(d) "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.

(e) "Drug" means:

(1) Substances recognized as drugs in the official United States ~~pharmacopoeia~~ *pharmacopoeia*, official homeopathic pharmacopoeia of the United States or official national formulary or any supplement to any of them;

(2) substances intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in man or animals;

(3) substances, other than food, intended to affect the structure or any function of the body of man or animals; and

(4) 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.

(f) "Drug paraphernalia" means all equipment and materials of any kind which are used, or primarily intended or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance and in violation of this act. "Drug paraphernalia" shall include, but is not limited to:

(1) Kits used or intended for use in planting, propagating, cultivating, growing or harvesting any species of plant which is a controlled substance or from which a controlled substance can be derived;

(2) kits used or intended for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances;

(3) isomerization devices used or intended for use in increasing the potency of any species of plant which is a controlled substance;

(4) testing equipment used or intended for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances;

(5) scales and balances used or intended for use in weighing or measuring controlled substances;

(6) diluents and adulterants, including, but not limited to, quinine hydrochloride, mannitol, mannite, dextrose and lactose, which are used or intended for use in cutting controlled substances;

(7) separation gins and sifters used or intended for use in removing twigs and seeds from or otherwise cleaning or refining marijuana;

(8) blenders, bowls, containers, spoons and mixing devices used or intended for use in compounding controlled substances;

(9) capsules, balloons, envelopes, bags and other containers used or intended for use in packaging small quantities of controlled substances;

(10) containers and other objects used or intended for use in storing or concealing controlled substances;

(11) hypodermic syringes, needles and other objects used or intended for use in parenterally injecting controlled substances into the human body;

(12) objects used or primarily intended or designed for use in ingesting, inhaling or otherwise introducing marijuana, cocaine, hashish, hashish oil, phencyclidine (PCP), methamphetamine or amphetamine into the human body, such as:

(A) Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes with or without screens, permanent screens, hashish heads or punctured metal bowls;

(B) water pipes, bongs or smoking pipes designed to draw smoke through water or another cooling device;

(C) carburetion pipes, glass or other heat resistant tubes or any other device used ~~or~~, intended to be used; *or* designed to be used to cause vaporization of a controlled substance for inhalation;

(D) smoking and carburetion masks;

(E) roach clips, objects used to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand;

(F) miniature cocaine spoons and cocaine vials;

(G) chamber smoking pipes;

(H) carburetor smoking pipes;

(I) electric smoking pipes;

(J) air-driven smoking pipes;

(K) chillums;

(L) bongs;

(M) ice pipes or chillers;

(N) any smoking pipe manufactured to disguise its intended purpose;

(O) wired cigarette papers; or

(P) cocaine freebase kits.

"Drug paraphernalia" shall not include any products, chemicals or materials described in ~~subsection (a)~~ of K.S.A. 2016 Supp. 21-5709(a), and amendments thereto.

(g) "Immediate precursor" means a substance which the *state* board of pharmacy has found to be and by rules and regulations designates as being the principal compound commonly used or produced primarily for use and which is an immediate chemical intermediary used or likely to be used in the manufacture of a controlled substance, the control of which is necessary to prevent, curtail or limit manufacture.

(h) "Isomer" means all enantiomers and diastereomers.

(i) "Manufacture" means the production, preparation, propagation, compounding, conversion or processing of a controlled substance either directly or indirectly or by extraction from substances of natural origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis. "Manufacture" does not include:

(1) The preparation or compounding of a controlled substance by an individual for the individual's own lawful use or the preparation, compounding, packaging or labeling of a controlled substance;

(A) By a practitioner or the practitioner's agent pursuant to a lawful order of a practitioner as an incident to the practitioner's administering or dispensing of a controlled substance in the course of the practitioner's professional practice; or

(B) By a practitioner or by the practitioner's authorized agent under such practitioner's supervision for the purpose of or as an incident to research, teaching or chemical analysis or by a pharmacist or medical care facility as an incident to dispensing of a controlled substance; or

(2) the addition of diluents or adulterants, including, but not limited to, quinine hydrochloride, mannitol, mannite, dextrose or lactose, which are intended for use in cutting a controlled substance.

(j) "Marijuana" means all parts of all varieties of the plant *Cannabis* whether growing or not, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin. "Marijuana" does not include: (1) The mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil or cake or the sterilized seed of the plant which is incapable of germination; or (2) any substance listed in schedules II through V of the uniform controlled substances act.

(k) "Minor" means a person under 18 years of age.

(l) "Narcotic drug" means any of the following whether produced directly or indirectly by extraction from substances of vegetable origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis:

(1) Opium and opiate and any salt, compound, derivative or preparation of opium or opiate;

(2) any salt, compound, isomer, derivative or preparation thereof which is chemically equivalent or identical with any of the substances referred to in paragraph (1) but not including the isoquinoline alkaloids of opium;

(3) opium poppy and poppy straw;

(4) coca leaves and any salt, compound, isomer, derivative or preparation thereof which is chemically equivalent or identical with any of these substances, but not including decocainized coca leaves or extractions of coca leaves which do not contain cocaine or ecgonine.

(m) "Opiate" means any substance having an addiction-forming or addiction-sustaining liability similar to morphine or being capable of conversion into a drug having addiction-forming or addiction-sustaining liability. "Opiate" does not include, unless specifically designated as controlled under K.S.A. 65-4102, and amendments thereto, the dextrorotatory isomer of 3-methoxy-n-methylmorphinan and its salts (dextromethorphan). "Opiate" does include its racemic and levorotatory forms.

(n) "Opium poppy" means the plant of the species *Papaver somniferum* L. except its seeds.

(o) "Person" means individual, corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership, association or any other legal entity.

(p) "Poppy straw" means all parts, except the seeds, of the opium poppy, after mowing.

(q) "Possession" means having joint or exclusive control over an item with knowledge of and 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.

(r) "School property" means property upon which is located a 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. This definition shall not be construed as requiring that school be in session or that classes are actually being held at the time of the offense or that children must be present within the structure or on the property during the time of any alleged criminal act. If the structure or property meets the above definition, the actual use of that structure or property

at the time alleged shall not be a defense to the crime charged or the sentence imposed.

(s) "Simulated controlled substance" means any product which identifies itself by a common name or slang term associated with a controlled substance and which indicates on its label or accompanying promotional material that the product simulates the effect of a controlled substance.

Sec. 2. K.S.A. 2016 Supp. 65-4101 is hereby amended to read as follows: 65-4101. As used in this act: (a) "Administer" means the direct application of a controlled substance, whether by injection, inhalation, ingestion or any other means, to the body of a patient or research subject by:

(1) A practitioner or pursuant to the lawful direction of a practitioner; or

(2) the patient or research subject at the direction and in the presence of the practitioner.

(b) "Agent" means an authorized person who acts on behalf of or at the direction of a manufacturer, distributor or dispenser. It does not include a common carrier, public warehouseman or employee of the carrier or warehouseman.

(c) "Application service provider" means an entity that sells electronic prescription or pharmacy prescription applications as a hosted service where the entity controls access to the application and maintains the software and records on its server.

(d) "Board" means the state board of pharmacy.

(e) "Bureau" means the bureau of narcotics and dangerous drugs, United States department of justice, or its successor agency.

(f) "Controlled substance" means any drug, substance or immediate precursor included in any of the schedules designated in K.S.A. 65-4105, 65-4107, 65-4109, 65-4111 and 65-4113, and amendments thereto.

(g) (1) "Controlled substance analog" means a substance that is intended for human consumption, and at least one of the following:

(A) The chemical structure of ~~which~~ the substance is substantially similar to the chemical structure of a controlled substance listed in or added to the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto;

(B) ~~which~~ the substance has a stimulant, depressant or hallucinogenic effect on the central nervous system substantially similar to the stimulant, depressant or hallucinogenic effect on the central nervous system of a controlled substance included in the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto; or

(C) with respect to a particular individual, ~~which~~ such individual represents or intends the substance to have a stimulant, depressant or hallucinogenic effect on the central nervous system substantially similar to the stimulant, depressant or hallucinogenic effect on the central nervous system of a controlled substance included in the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto.

(2) "Controlled substance analog" does not include:

(A) A controlled substance;

(B) a substance for which there is an approved new drug application; or

(C) a substance with respect to which an exemption is in effect for investigational use by a particular person under section 505 of the federal food, drug and cosmetic act, 21 U.S.C. § 355, to the extent conduct with respect to the substance is permitted by the exemption.

(h) "Counterfeit substance" means a controlled substance which, or the container or labeling of which, without authorization bears the trademark, trade name or other identifying mark, imprint, number or device or any likeness thereof of a manufacturer, distributor or dispenser other than the person who in fact manufactured, distributed or dispensed the substance.

(i) "Cultivate" means the planting or promotion of growth of five or more plants which contain or can produce controlled substances.

(j) "DEA" means the U.S. department of justice, drug enforcement administration.

(k) "Deliver" or "delivery" means the actual, constructive or attempted transfer from one person to another of a controlled substance, whether or not there is an agency relationship.

(l) "Dispense" means to deliver a controlled substance to an ultimate user or research subject by or pursuant to the lawful order of a practitioner, including the packaging, labeling or compounding necessary to prepare the substance for that delivery, or pursuant to the prescription of a mid-level practitioner.

(m) "Dispenser" means a practitioner or pharmacist who dispenses, or a physician assistant who has authority to dispense prescrip-

(continued)

tion-only drugs in accordance with K.S.A. 65-28a08(b), and amendments thereto.

(n) "Distribute" means to deliver other than by administering or dispensing a controlled substance.

(o) "Distributor" means a person who distributes.

(p) "Drug" means: (1) Substances recognized as drugs in the official United States pharmacopoeia *pharmacopoeia*, official homeopathic pharmacopoeia of the United States or official national formulary or any supplement to any of them; (2) substances intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in human or animals; (3) substances (other than food) intended to affect the structure or any function of the body of human or animals; and (4) 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.

(q) "Immediate precursor" means a substance which the board has found to be and by rule and regulation designates as being the principal compound commonly used or produced primarily for use and which is an immediate chemical intermediary used or likely to be used in the manufacture of a controlled substance, the control of which is necessary to prevent, curtail or limit manufacture.

(r) "Electronic prescription" means an electronically prepared prescription that is authorized and transmitted from the prescriber to the pharmacy by means of electronic transmission.

(s) "Electronic prescription application" means software that is used to create electronic prescriptions and that is intended to be installed on the prescriber's computers and servers where access and records are controlled by the prescriber.

(t) "Electronic signature" means a confidential personalized digital key, code, number or other method for secure electronic data transmissions which identifies a particular person as the source of the message, authenticates the signatory of the message and indicates the person's approval of the information contained in the transmission.

(u) "Electronic transmission" means the transmission of an electronic prescription, formatted as an electronic data file, from a prescriber's electronic prescription application to a pharmacy's computer, where the data file is imported into the pharmacy prescription application.

(v) "Electronically prepared prescription" means a prescription that is generated using an electronic prescription application.

(w) "Facsimile transmission" or "fax transmission" means the transmission of a digital image of a prescription from the prescriber or the prescriber's agent to the pharmacy. "Facsimile transmission" includes, but is not limited to, transmission of a written prescription between the prescriber's fax machine and the pharmacy's fax machine; transmission of an electronically prepared prescription from the prescriber's electronic prescription application to the pharmacy's fax machine, computer or printer; or transmission of an electronically prepared prescription from the prescriber's fax machine to the pharmacy's fax machine, computer or printer.

(x) "Intermediary" means any technology system that receives and transmits an electronic prescription between the prescriber and the pharmacy.

(y) "Isomer" means all enantiomers and diastereomers.

(z) "Manufacture" means the production, preparation, propagation, compounding, conversion or processing of a controlled substance either directly or indirectly or by extraction from substances of natural origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis and includes any packaging or repackaging of the substance or labeling or relabeling of its container, except that this term does not include the preparation or compounding of a controlled substance by an individual for the individual's own lawful use or the preparation, compounding, packaging or labeling of a controlled substance:

(1) By a practitioner or the practitioner's agent pursuant to a lawful order of a practitioner as an incident to the practitioner's administering or dispensing of a controlled substance in the course of the practitioner's professional practice; or

(2) by a practitioner or by the practitioner's authorized agent under such practitioner's supervision for the purpose of or as an incident to research, teaching or chemical analysis or by a pharmacist or medical care facility as an incident to dispensing of a controlled substance.

(aa) "Marijuana" means all parts of all varieties of the plant *Cannabis* whether growing or not, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin. It does not include: (1) The mature stalks of the plant, fiber produced from

the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil; or cake or the sterilized seed of the plant which is incapable of germination; or (2) any substance listed in schedules II through V of the uniform controlled substances act.

(bb) "Medical care facility" shall have the meaning ascribed to that term in K.S.A. 65-425, and amendments thereto.

(cc) "Mid-level practitioner" means a certified nurse-midwife engaging in the independent practice of midwifery under the independent practice of midwifery act, an advanced practice registered nurse issued a license pursuant to K.S.A. 65-1131, and amendments thereto, who has authority to prescribe drugs pursuant to a written protocol with a responsible physician under K.S.A. 65-1130, and amendments thereto, or a physician assistant licensed under the physician assistant licensure act who has authority to prescribe drugs pursuant to a written agreement with a supervising physician under K.S.A. 65-28a08, and amendments thereto.

(dd) "Narcotic drug" means any of the following whether produced directly or indirectly by extraction from substances of vegetable origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis:

(1) Opium and opiate and any salt, compound, derivative or preparation of opium or opiate;

(2) any salt, compound, isomer, derivative or preparation thereof which is chemically equivalent or identical with any of the substances referred to in paragraph (1) but not including the isoquinoline alkaloids of opium;

(3) opium poppy and poppy straw;

(4) coca leaves and any salt, compound, derivative or preparation of coca leaves, and any salt, compound, isomer, derivative or preparation thereof which is chemically equivalent or identical with any of these substances, but not including decocainized coca leaves or extractions of coca leaves which do not contain cocaine or ecgonine.

(ee) "Opiate" means any substance having an addiction-forming or addiction-sustaining liability similar to morphine or being capable of conversion into a drug having addiction-forming or addiction-sustaining liability. It does not include, unless specifically designated as controlled under K.S.A. 65-4102, and amendments thereto, the dextrorotatory isomer of 3-methoxy-n-methylmorphinan and its salts (dextromethorphan). It does include its racemic and levorotatory forms.

(ff) "Opium poppy" means the plant of the species *Papaver somniferum* L. except its seeds.

(gg) "Person" means an individual, corporation, government, or governmental subdivision or agency, business trust, estate, trust, partnership or association or any other legal entity.

(hh) "Pharmacist" means any natural person licensed under K.S.A. 65-1625 et seq., and amendments thereto, to practice pharmacy.

(ii) "Pharmacist intern" means: (1) A student currently enrolled in an accredited pharmacy program; (2) a graduate of an accredited pharmacy program serving such person's internship; or (3) a graduate of a pharmacy program located outside of the United States which is not accredited and who had successfully passed equivalency examinations approved by the board.

(jj) "Pharmacy prescription application" means software that is used to process prescription information, is installed on a pharmacy's computers and servers, and is controlled by the pharmacy.

(kk) "Poppy straw" means all parts, except the seeds, of the opium poppy, after mowing.

(ll) "Practitioner" means a person licensed to practice medicine and surgery, dentist, podiatrist, veterinarian, optometrist, or scientific investigator or other person authorized by law to use a controlled substance in teaching or chemical analysis or to conduct research with respect to a controlled substance.

(mm) "Prescriber" means a practitioner or a mid-level practitioner.

(nn) "Production" includes the manufacture, planting, cultivation, growing or harvesting of a controlled substance.

(oo) "Readily retrievable" means that records kept by automatic data processing applications or other electronic or mechanized record-keeping systems can be separated out from all other records within a reasonable time not to exceed 48 hours of a request from the board or other authorized agent or that hard-copy records are kept on which certain items are asterisked, redlined or in some other manner visually identifiable apart from other items appearing on the records.

(pp) "Ultimate user" means a person who lawfully possesses a controlled substance for such person's own use or for the use of a member

of such person's household or for administering to an animal owned by such person or by a member of such person's household.

Sec. 3. K.S.A. 2016 Supp. 65-4102 is hereby amended to read as follows: 65-4102. (a) The board shall administer this act and may adopt rules and regulations relating to the registration and control of the manufacture, distribution and dispensing of controlled substances within this state. All rules and regulations of the board shall be adopted in conformance with article 4 of chapter 77 of the Kansas Statutes Annotated, *and amendments thereto*, and the procedures prescribed by this act.

(b) Annually, the board shall submit to the speaker of the house of representatives and the president of the senate a report on substances proposed by the board for scheduling, rescheduling or deletion by the legislature with respect to any one of the schedules as set forth in this act, ~~and reasons for the proposal shall be submitted by the board therewith~~ *and a report of the substances scheduled during the preceding calendar year under subsection (e), if any, along with the reasons for the proposal and the scheduling.* In making a determination regarding the proposal to schedule, reschedule or delete a substance, the board shall consider the following:

- (1) The actual or relative potential for abuse;
- (2) the scientific evidence of its pharmacological effect, if known;
- (3) the state of current scientific knowledge regarding the substance;
- (4) the history and current pattern of abuse;
- (5) the scope, duration and significance of abuse;
- (6) the risk to the public health;
- (7) the potential of the substance to produce psychological or physiological dependence liability; and
- (8) whether the substance is an immediate precursor of a substance already controlled under this article.

(c) The board shall not include any nonnarcotic substance within a schedule if such substance may be lawfully sold over the counter without a prescription under the federal food, drug and cosmetic act.

(d) Authority to control under this section does not extend to distilled spirits, wine, malt beverages or tobacco.

(e) (1) Upon receipt of notice under K.S.A. 2016 Supp. 21-5715, and amendments thereto, *or upon the board's finding of an imminent hazard to the public safety*, the board shall initiate scheduling of the controlled substance analog *or a new drug, as defined in this subsection*, on an emergency basis pursuant to this subsection. The scheduling of a substance under this subsection expires ~~one year on July 1 of the following calendar year~~ *after the adoption of the scheduling rule and regulation.*

(2) With respect to the finding of an imminent hazard to the public safety, the board shall consider whether the substance has been scheduled on a temporary basis under federal law or factors set forth in subsections (b)(4), (5) and (6), and may also consider clandestine importation, manufacture or distribution, and if available, information concerning the other factors set forth in subsection (b).

(3) A rule *and regulation* may not be adopted under this subsection until the board initiates a rulemaking proceeding under subsection (a) with respect to the substance. ~~A rule adopted under this subsection lapses upon the conclusion of the rulemaking proceeding initiated under subsection (a) with respect to the substance.~~ *A rule and regulation adopted under this subsection shall expire on July 1 of the calendar year following the year of its adoption.*

(4) As used in this subsection, "new drug" means: (A) Any drug the composition of which is such that such drug is not generally recognized, among experts qualified by scientific training and experience to evaluate the safety and effectiveness of drugs, as safe and effective for use under the conditions prescribed, recommended or suggested in the labeling thereof; or (B) any drug the composition of which is such that such drug, as a result of investigations to determine its safety and effectiveness for use under such conditions, has become so recognized, but that has not, other than in such investigations, been used to a material extent or for a material time under such conditions. The term "new drug" shall not include amygdalin (laetrile).

Sec. 4. K.S.A. 2016 Supp. 65-4105 is hereby amended to read as follows: 65-4105. (a) The controlled substances listed in this section are included in schedule I and the number set forth opposite each drug or substance is the DEA controlled substances code which has been assigned to it.

(b) Any of the following opiates, including their isomers, esters, ethers, salts, and salts of isomers, esters and ethers, unless specifically excepted, whenever the existence of these isomers, esters, ethers and salts is possible within the specific chemical designation:

- (1) Acetyl fentanyl (N-(1-phenethylpiperidin-4-yl)-N-phenylacetamide)..... 9821

(2)	Acetyl-alpha-methylfentanyl (N-[1-(1-methyl-2-phenethyl)-4-piperidiny]-N-phenylacetamide).....	9815
(3)	Acetylmethadol .....	9601
(4)	AH-7921 (3,4-dichloro-N-[(1-dimethylaminocyclohexylmethyl)benzamide] .....	9551
(4)(5)	Allylprodine.....	9602
(5)(6)	Alphacetylmethadol .....	9603
	(except levo-alpha-cetylmethadol also known as levo-alpha-acetylmethadol, levomethadyl acetate or LAAM)	
(6)(7)	Alphameprodine .....	9604
(7)(8)	Alphamethadol.....	9605
(8)(9)	Alpha-methylfentanyl (N-[1-(alpha-methyl-beta-phenyl)ethyl-4-piperidyl] propionanilide; 1-(1-methyl-2-phenylethyl)-4-(N-propanilido) piperidine).....	9814
(9)(10)	Alpha-methylthiofentanyl (N-[1-methyl-2-(2-thienyl)ethyl-4-piperidiny]-N-phenylpropanamide) .....	9832
(10)(11)	Benzethidine .....	9606
(11)(12)	Betacetylmethadol.....	9607
(12)(13)	Beta-hydroxyfentanyl (N-[1-(2-hydroxy-2-phenethyl)-4-piperidiny]-N-phenylpropanamide) .....	9830
(13)(14)	Beta-hydroxy-3-methylfentanyl (other name: N-[1-(2-hydroxy-2-phenethyl)-3-methyl-4-piperidiny]-N-phenylpropanamide).....	9831
(15)	Beta-hydroxythiofentanyl (N-[1-[2-hydroxy-2-(thiophen-2-yl)ethyl]piperidin-4-yl]-N-phenylpropionamide).....	9836
(14)(16)	Betameprodine .....	9608
(15)(17)	Betamethadol .....	9609
(16)(18)	Betaprodine.....	9611
(19)	Butyryl fentanyl (N-(1-phenethylpiperidin-4-yl)-N-phenylbutyramide).....	9822
(17)(20)	Clonitazene .....	9612
(18)(21)	Dextromoramide .....	9613
(19)(22)	Diampromide.....	9615
(20)(23)	Diethylthiambutene .....	9616
(21)(24)	Difenoxin .....	9168
(22)(25)	Dimenoxadol .....	9617
(23)(26)	Dimepheptanol .....	9618
(24)(27)	Dimethylthiambutene .....	9619
(25)(28)	Dioxaphetyl butyrate.....	9621
(26)(29)	Dipipanone.....	9622
(27)(30)	Ethylmethylthiambutene .....	9623
(28)(31)	Etonitazene.....	9624
(29)(32)	Etoxadine .....	9625
(33)	Furanyl fentanyl N-(1-phenethylpiperidin-4-yl)-N-phenylfuran-2-carboxamide.....	9834
(30)(34)	Furethidine.....	9626
(31)(35)	Hydroxypethidine.....	9627
(32)(36)	Ketobemidone.....	9628
(33)(37)	Levomoramide .....	9629
(34)(38)	Levophenacetyl morphan .....	9631
(35)(39)	3-Methylfentanyl (N-[3-methyl-1-(2-phenylethyl)-4-piperidyl]-N-phenylpropanamide).....	9813
(36)(40)	3-Methylthiofentanyl (N-[(3-methyl-1-(2-thienyl)ethyl-4-piperidiny]-N-phenylpropanamide) .....	9833
(37)(41)	Morpheridine.....	9632
(42)	O-desmethyltramadol Some trade or other names: 2-((dimethylamino)methyl-1-(3-hydroxyphenyl)cyclohexanol;3-(2-((dimethylamino)methyl)-1-hydroxycyclohexyl)phenol	
(38)(43)	MPPP (1-methyl-4-phenyl-4-propionoxypiperidine) .....	9661
(39)(44)	Noracymethadol.....	9633
(40)(45)	Norlevorphanol.....	9634
(41)(46)	Normethadone.....	9635
(42)(47)	Norpipanone.....	9636
(43)(48)	Para-fluorofentanyl (N-(4-fluorophenyl)-N-[1-(2-phenethyl)-4-piperidiny]propanamide) .....	9812
(44)(49)	PEPAP (1-(-2-phenethyl)-4-phenyl-4-acetoxypiperidine) .....	9663
(45)(50)	Phenadoxone .....	9637
(46)(51)	Phenampromide .....	9638
(47)(52)	Phenomorphan .....	9647
(48)(53)	Phenoperidine .....	9641
(49)(54)	Piritramide .....	9642
(50)(55)	Proheptazine.....	9643
(51)(56)	Propripidine .....	9644

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(52)(57)Propiram..... 9649  
 (53)(58)Racemoramide..... 9645  
 (54)(59)Thiofentanyl (N-phenyl-N-[1-(2-thienyl)ethyl-4-piperidinyl]-propanamide)..... 9835  
 (55)(60)Tilidine..... 9750  
 (56)(61)Trimeperidine..... 9646  
 (62) U-47700 (3,4-dichloro-N-[2-(dimethylamino)cyclohexyl]-N-methylbenzamide)

(c) Any of the following opium derivatives, their salts, isomers and salts of isomers, unless specifically excepted, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:

(1) Acetorphine..... 9319  
 (2) Acetyldihydrocodeine..... 9051  
 (3) Benzylmorphine..... 9052  
 (4) Codeine methylbromide..... 9070  
 (5) Codeine-N-Oxide..... 9053  
 (6) Cyprenorphine..... 9054  
 (7) Desomorphine..... 9055  
 (8) Dihydromorphine..... 9145  
 (9) Drotebanol..... 9335  
 (10) Etorphine (except hydrochloride salt)..... 9056  
 (11) Heroin..... 9200  
 (12) Hydromorphenol..... 9301  
 (13) Methyl-desorphine..... 9302  
 (14) Methyl-dihydromorphine..... 9304  
 (15) Morphine methylbromide..... 9305  
 (16) Morphine methylsulfonate..... 9306  
 (17) Morphine-N-Oxide..... 9307  
 (18) Myrophine..... 9308  
 (19) Nicocodeine..... 9309  
 (20) Nicomorphine..... 9312  
 (21) Normorphine..... 9313  
 (22) Pholcodine..... 9314  
 (23) Thebacon..... 9315

(d) Any material, compound, mixture or preparation which contains any quantity of the following hallucinogenic substances, their salts, isomers and salts of isomers, unless specifically excepted, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:

(1) *Alpha-ethyltryptamine* 7249 *Some trade or other names: ethryptamine; Monase; α-ethyl-1H-indole-3-ethanamine; 3-(2-aminobutyl) indole; α-ET; and AET.*  
 (2) 4-bromo-2,5-dimethoxy-amphetamine..... 7391  
*Some trade or other names: 4-bromo-2,5-dimethoxy-alpha-methylphenethylamine; 4-bromo-2,5-DMA.*  
 (2)(3) 2,5-dimethoxyamphetamine..... 7396  
*Some trade or other names: 2,5-dimethoxy-alpha-methyl-phenethylamine; 2,5-DMA.*  
 (3)(4) 4-methoxyamphetamine..... 7411  
*Some trade or other names: 4-methoxy-alpha-methylphenethylamine; paramethoxyamphetamine; PMA.*  
 (4)(5) 5-methoxy-3,4-methylenedioxy-amphetamine..... 7401  
 (5)(6) 4-methyl-2,5-dimethoxy-amphetamine..... 7395  
*Some trade or other names: 4-methyl-2,5-dimethoxy-alpha-methylphenethylamine; "DOM"; and "STP".*  
 (6)(7) 3,4-methylenedioxy amphetamine..... 7400  
 (7)(8) 3,4-methylenedioxy-methamphetamine (MDMA)..... 7405  
 (8)(9) 3,4-methylenedioxy-N-ethylamphetamine (also known as N-ethyl-alpha-methyl-3,4 (methylenedioxy) phenethylamine, N-ethyl MDA, MDE, and MDEA)..... 7404  
 (9)(10) N-hydroxy-3,4-methylenedioxyamphetamine (also known as N-hydroxy-alpha-methyl-3,4-(methylenedioxy) phenethylamine, and N-hydroxy MDA)..... 7402  
 (10)(11) 3,4,5-trimethoxy amphetamine..... 7390  
 (11)(12) Bufotenine..... 7433  
*Some trade or other names: 3-(Beta-Dimethylaminoethyl)-5-hydroxyindole; 3-(2-dimethylaminoethyl)-5-indolol; N, N-dimethylserotonin; 5-hydroxy-N, N-dimethyltryptamine; mappine.*  
 (12)(13) Diethyltryptamine..... 7434

*Some trade or other names: N,N-Diethyltryptamine; DET.*  
 (13)(14) Dimethyltryptamine..... 7435  
*Some trade or other names: DMT.*  
 (14)(15) Ibogaine..... 7260  
*Some trade or other names: 7-Ethyl-6,6 Beta,7,8, 9,10,12,13-octahydro-2-methoxy-6,9-methano - 5H-pyrido[1',2':1,2] azepino [5,4-b]indole; Tabernanthe iboga*  
 (15)(16) Lysergic acid diethylamide..... 7315  
 (16)(17) Marijuana..... 7360  
 (17)(18) Mescaline..... 7381  
 (18)(19) Parahexyl..... 7374  
*Some trade or other names: 3-Hexyl-1-hydroxy-7, 8,9,10-tetrahydro-6,6,9-trimethyl-6H-dibenzo [b,d]pyran; Synhexyl.*  
 (19)(20) Peyote..... 7415  
*Meaning all parts of the plant presently classified botanically as Lophophora williamsii Lemaire, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts, derivative, mixture or preparation of such plant, its seeds or extracts.*  
 (20)(21) N-ethyl-3-piperidyl benzilate..... 7482  
 (21)(22) N-methyl-3-piperidyl benzilate..... 7484  
 (22)(23) Psilocybin..... 7437  
 (23)(24) Psilocyn..... 7438  
*Some trade or other names: Psilocin.*  
 (24)(25) Ethylamine analog of phencyclidine..... 7455  
*Some trade or other names: N-ethyl-1-phenyl-cyclo-hexylamine; (1-phenylcyclohexyl) ethylamine; N-(1-phenylcyclohexyl)ethylamine; cyclohexamine; PCE.*  
 (25)(26) Pyrrolidine analog of phencyclidine..... 7458  
*Some trade or other names: 1-(1-phenylcyclohexyl)-pyrrolidine; PCPy; PHP.*  
 (26)(27) Thiophene analog of phencyclidine..... 7470  
*Some trade or other names: 1-[1-(2-thienyl)-cyclohexyl]-piperidine; 2-thienyl analog of phencyclidine; TPCP; TCP.*  
 (27)(28) 1-[1-(2-thienyl)-cyclohexyl] pyrrolidine..... 7473  
*Some other names: TCPy.*  
 (28)(29) 2,5-dimethoxy-4-ethylamphetamine..... 7399  
*Some trade or other names: DOET.*  
 (29)(30) *Salvia divinorum* or *salvinorum* A; all parts of the plant presently classified botanically as *salvia divinorum*, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts, derivative, mixture or preparation of such plant, its seeds or extracts.  
 (30)(31) *Datura stramonium*, commonly known as gypsum weed or jimson weed; all parts of the plant presently classified botanically as *datura stramonium*, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts, derivative, mixture or preparation of such plant, its seeds or extracts.  
 (31)(32) N-benzylpiperazine..... 7493  
*Some trade or other names: BZP.*  
 (32)(33) 1-(3-[trifluoromethylphenyl])piperazine  
*Some trade or other names: TFMPP.*  
 (33)(34) 4-Bromo-2,5-dimethoxyphenethylamine..... 7392  
 (34)(35) 2,5-dimethoxy-4-(n)-propylthiophenethylamine (2C-T-7), its optical isomers, salts and salts of optical isomers..... 7348  
 (35)(36) Alpha-methyltryptamine (other name: AMT)..... 7432  
 (36)(37) 5-methoxy-N,N-diisopropyltryptamine (5-MeO-DIPT), its isomers, salts and salts of isomers..... 7439  
 (37)(38) 2-(2,5-Dimethoxy-4-ethylphenyl)ethanamine (2C-E)..... 7509  
 (38)(39) 2-(2,5-Dimethoxy-4-methylphenyl)ethanamine (2C-D)..... 7508  
 (39)(40) 2-(4-Chloro-2,5-dimethoxyphenyl)ethanamine (2C-C)..... 7519  
 (40)(41) 2-(4-Iodo-2,5-dimethoxyphenyl)ethanamine (2C-I)..... 7518  
 (41)(42) 2-[4-(Ethylthio)-2,5-dimethoxyphenyl]ethanamine (2C-T-2)..... 7385  
 (42)(43) 2-[4-(Isopropylthio)-2,5-dimethoxyphenyl]ethanamine (2C-T-4)..... 7532



(#3)(44)2-(2,5-Dimethoxyphenyl)ethanamine (2C-H) ..... 7517  
 (44)(45)2-(2,5-Dimethoxy-4-nitrophenyl)ethanamine (2C-N)..... 7521  
 (45)(46)2-(2,5-Dimethoxy-4-(n)-propylphenyl)ethanamine (2C-P) ..... 7524  
 (46)(47)5-methoxy-N,N-dimethyltryptamine (5-MeO-DMT)... 7431  
 Some trade or other names: 5-methoxy-3-[2-(dimethylamino) ethyl]indole.  
 (47)(48)2-(4-iodo-2,5-dimethoxyphenyl)-N-(2-methoxybenzyl) ethanamine ..... 7538  
 Some trade or other names: 25I-NBOMe; 2C-I-NBOMe; 25I; Cimbi-5.  
 (48)(49)2-(4-chloro-2,5-dimethoxyphenyl)-N-(2-methoxybenzyl) ethanamine ..... 7537  
 Some trade or other names: 25C-NBOMe; 2C-C-NBOMe; 25C; Cimbi-82.  
 (49)(50)2-(4-bromo-2,5-dimethoxyphenyl)-N-(2-methoxybenzyl)ethanamine ..... 7536  
 Some trade or other names: 25B-NBOMe; 2C-B-NBOMe; 25B; Cimbi-36.  
 (50)(51)2-(2,5-dimethoxyphenyl)-N-(2-methoxybenzyl) ethanamine  
 Some trade or other names: 25H-NBOMe.  
 (51)(52)2-(2,5-dimethoxy-4-methylphenyl)-N-(2-methoxybenzyl)ethanamine  
 Some trade or other names: 25D-NBOMe; 2C-D-NBOMe.  
 (52)(53)2-(2,5-dimethoxy-4-nitrophenyl)-N-(2-methoxybenzyl) ethanamine  
 Some trade or other names: 25N-NBOMe, 2C-N-NBOMe.

(e) Any material, compound, mixture or preparation which contains any quantity of the following substances having a depressant effect on the central nervous system, including its salts, isomers, and salts of isomers whenever the existence of such salts, isomers, and salts of isomers is possible within the specific chemical designation:

- (1) *Etizolam* Some trade or other names: (4-(2-chlorophenyl)-2-ethyl-9-methyl-6H-thieno[3,2-f][1,2,4]triazolo[4,3-a][1,4]diazepine) ..... 2572
- (2) Meclizolone ..... 2565
- (2)(3) Methaqualone ..... 2565
- (3)(4) Gamma hydroxybutyric acid

(f) Unless specifically excepted or unless listed in another schedule, any material, compound, mixture or preparation which contains any quantity of the following substances having a stimulant effect on the central nervous system, including its salts, isomers and salts of isomers:

- (1) *Aminorex 1585* some other names: *Aminoxaphen 2-amino-5-phenyl-2-oxazoline* or *4,5-dihydro-5-phenyl-2-oxazolamine*
- (2) Fenethylamine ..... 1503
- (2)(3) N-ethylamphetamine ..... 1475
- (3)(4) (+)cis-4-methylaminorex ((+)cis-4,5-dihydro-4-methyl-5-phenyl-2-oxazolamine) ..... 1590
- (4)(5) N,N-dimethylamphetamine (also known as N,N-alpha-trimethyl-benzeneethanamine; N,N-alpha-trimethylphenethylamine) ..... 1480
- (5)(6) Cathinone (some other names: 2-amino-1-phenol-1-propanone, alpha-amino propiophenone, 2-amino propiophenone and norphedrone) ..... 1235
- (6)(7) Substituted cathinones  
 Any compound, except bupropion or compounds listed under a different schedule, structurally derived from 2-aminopropan-1-one by substitution at the 1-position with either phenyl, naphthyl, or thiophene ring systems, whether or not the compound is further modified in any of the following ways:  
 (A) By substitution in the ring system to any extent with alkyl, alkylendioxy, alkoxy, haloalkyl, hydroxyl, or halide substituents, whether or not further substituted in the ring system by one or more other univalent substituents;  
 (B) by substitution at the 3-position with an acyclic alkyl substituent;  
 (C) by substitution at the 2-amino nitrogen atom with alkyl, dialkyl, benzyl, or methoxybenzyl groups; or  
 (D) by inclusion of the 2-amino nitrogen atom in a cyclic structure.

(g) Any material, compound, mixture or preparation which contains any quantity of the following substances:

- (1) N-[1-benzyl-4-piperidyl]-N-phenylpropanamide (benzylfentanyl), its optical isomers, salts and salts of isomers ..... 9818
- (2) N-[1-(2-thienyl)methyl-4-piperidyl]-N-phenylpropanamide (thethylfentanyl), its optical isomers, salts and salts of isomers ..... 9834
- (3) ~~Aminorex (some other names: Aminoxaphen 2-amino-5-phenyl-2-oxazoline or 4,5-dihydro-5-phenyl-2-oxazolamine, its salts, optical isomers and salts of optical isomers) ..... 1585~~
- (4) ~~Alpha-ethyltryptamine, its optical isomers, salts and salts of isomers ..... 7249~~  
 Some other names: ~~tryptamine, alpha-methyl-1H-indole-3-ethanamine, 3-(2-aminobutyl)indole.~~  
 (h) Any of the following cannabinoids, their salts, isomers and salts of isomers, unless specifically excepted, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:  
 (1) Tetrahydrocannabinols ..... 7370  
 Meaning tetrahydrocannabinols naturally contained in a plant of the genus *Cannabis* (cannabis plant), as well as synthetic equivalents of the substances contained in the plant, or in the resinous extractives of *Cannabis*, sp. and/or synthetic substances, derivatives, and their isomers with similar chemical structure and pharmacological activity such as the following: Delta 1 cis or trans tetrahydrocannabinol, and their optical isomers Delta 6 cis or trans tetrahydrocannabinol, and their optical isomers Delta 3,4 cis or trans tetrahydrocannabinol, and its optical isomers (Since nomenclature of these substances is not internationally standardized, compounds of these structures, regardless of numerical designation of atomic positions covered.)  
 (2) Naphthoylindoles  
 Any compound containing a 3-(1-naphthoyl)indole structure with substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, *benzyl*, 1-(N-methyl-2-piperidiny)methyl or 2-(4-morpholinyl)ethyl group, whether or not further substituted in the indole ring to any extent and whether or not substituted in the *benzyl* or naphthyl ring to any extent.  
 (3) Naphthylmethylindoles  
 Any compound containing a 1H-indol-3-yl-(1-naphthyl) methane structure with substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, *benzyl*, 1-(N-methyl-2-piperidiny)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the indole ring to any extent and whether or not substituted in the *benzyl* or naphthyl ring to any extent.  
 (4) Naphthoylpyrroles  
 Any compound containing a 3-(1-naphthoyl)pyrrole structure with substitution at the nitrogen atom of the pyrrole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, *benzyl*, 1-(N-methyl-2-piperidiny)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the pyrrole ring to any extent, whether or not substituted in the *benzyl* or naphthyl ring to any extent.  
 (5) Naphthylmethylindenes  
 Any compound containing a naphthylideneindene structure with substitution at the 3-position of the indene ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, *benzyl*, 1-(N-methyl-2-piperidiny)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the indene ring to any extent, whether or not substituted in the *benzyl* or naphthyl ring to any extent.  
 (6) Phenylacetylindoles  
 Any compound containing a 3-phenylacetylindole structure with substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, *benzyl*, 1-(N-methyl-2-piperidiny)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the indole ring to any extent, whether or not substituted in the *benzyl* or phenyl ring to any extent.  
 (7) Cyclohexylphenols

(continued)

Any compound containing a 2-(3-hydroxycyclohexyl) phenol structure with substitution at the 5-position of the phenolic ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidinyl)methyl or 2-(4-morpholinyl)ethyl group whether or not substituted in the cyclohexyl ring to any extent.

- (8) Benzoylindoles  
Any compound containing a 3-(benzoyl)indole structure with substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, benzyl, 1-(N-methyl-2-piperidinyl)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the indole ring to any extent and whether or not substituted in the benzyl or phenyl ring to any extent.
- (9) 2,3-Dihydro-5-methyl-3-(4-morpholinylmethyl)pyrrolo[1,2,3-de]-1,4-benzoxazin-6-yl]-1-naphthalenylmethanone. Some trade or other names: WIN 55,212-2.
- (10) 9-(hydroxymethyl)-6, 6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol  
Some trade or other names: HU-210, HU-211.
- (11) Tetramethylcyclopropanoylindoles  
Any compound containing a 3-tetramethylcyclopropanoylindole structure with substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, cyanoalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, benzyl, 1-(N-methyl-2-piperidinyl)methyl, 2-(4-morpholinyl)ethyl, 1-(N-methyl-2-pyrrolidinyl)methyl, 1-(N-methyl-3-morpholinyl)methyl, or tetrahydropyranylmethyl group, whether or not further substituted in the indole ring to any extent and whether or not substituted in the benzyl or tetramethylcyclopropyl rings to any extent.
- (12) Indole-3-carboxylate esters  
Any compound containing a 1H-indole-3-carboxylate ester structure with the ester oxygen bearing a naphthyl, quinolinyl, isoquinolinyl or adamantyl group and substitution at the 1 position of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, benzyl, N-methyl-2-piperidinylmethyl or 2-(4-morpholinyl)ethyl group, whether or not further substituted on the indole ring to any extent and whether or not substituted on the naphthyl, quinolinyl, isoquinolinyl, adamantyl or benzyl groups to any extent.
- (13) Indazole-3-carboxamides  
Any compound containing a 1H-indazole-3-carboxamide structure with substitution at the nitrogen of the carboxamide by a naphthyl, quinolinyl, isoquinolinyl, adamantyl, 1-amino-1-oxoalkan-2-yl or 1-alkoxy-1-oxoalkan-2-yl group and substitution at the 1 position of the indazole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, benzyl, N-methyl-2-piperidinylmethyl, or 2-(4-morpholinyl)ethyl group, whether or not further substituted on the indazole ring to any extent and whether or not substituted on the naphthyl, quinolinyl, isoquinolinyl, adamantyl, 1-amino-1-oxoalkan-2-yl, 1-alkoxy-1-oxoalkan-2-yl or benzyl groups to any extent.
- (14) (1H-indazol-3-yl)methanones  
Any compound containing a (1H-indazol-3-yl)methanone structure with the carbonyl carbon bearing a naphthyl group and substitution at the 1 position of the indazole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, benzyl, N-methyl-2-piperidinylmethyl, or 2-(4-morpholinyl)ethyl group, whether or not further substituted on the indazole ring to any extent and whether or not substituted on the naphthyl or benzyl groups to any extent.

Sec. 5. K.S.A. 2016 Supp. 65-4107 is hereby amended to read as follows: 65-4107. (a) The controlled substances listed in this section are included in schedule II and the number set forth opposite each drug or substance is the DEA controlled substances code which has been assigned to it.

(b) Any of the following substances, except those narcotic drugs listed in other schedules, whether produced directly or indirectly by

extraction from substances of vegetable origin or independently by means of chemical synthesis or by combination of extraction and chemical synthesis:

(1) Opium and opiate and any salt, compound, derivative or preparation of opium or opiate, excluding apomorphine, dextrorphan, nalbuphine, nalmefene, naloxone and naltrexone and their respective salts, but including the following:

(A) Raw opium .....	9600
(B) Opium extracts .....	9610
(C) Opium fluid .....	9620
(D) Powdered opium.....	9639
(E) Granulated opium.....	9640
(F) Tincture of opium .....	9630
(G) Codeine.....	9050
(H) Ethylmorphine.....	9190
(I) Etorphine hydrochloride.....	9059
(J) Hydrocodone.....	9193
(K) Hydromorphone .....	9150
(L) Metopon .....	9260
(M) Morphine.....	9300
(N) Oxycodone .....	9143
(O) Oxymorphone.....	9652
(P) Thebaine .....	9333
(Q) Dihydroetorphine .....	9334
(R) Oripavine.....	9330

(2) Any salt, compound, isomer, derivative or preparation thereof which is chemically equivalent or identical with any of the substances referred to in paragraph (1), but not including the isoquinoline alkaloids of opium.

(3) Opium poppy and poppy straw.

(4) Coca leaves (9040) and any salt, compound, derivative or preparation of coca leaves, but not including decocainized coca leaves or extractions which do not contain cocaine (9041) or ecgonine (9180).

(5) Cocaine, its salts, isomers and salts of isomers (9041).

(6) Ecgonine, its salts, isomers and salts of isomers (9180).

(7) Concentrate of poppy straw (the crude extract of poppy straw in either liquid, solid or powder form which contains the phenanthrene alkaloids of the opium poppy) (9670).

(c) Any of the following opiates, including their isomers, esters, ethers, salts and salts of isomers, esters and ethers, whenever the existence of these isomers, esters, ethers and salts is possible within the specific chemical designation dextrorphan and levopropoxyphene excepted:

(1) Alfentanil.....	9737
(2) Alphaprodine.....	9010
(3) Anileridine .....	9020
(4) Bezitramide .....	9800
(5) Bulk dextropropoxyphene (nondosage forms).....	9273
(6) Carfentanil.....	9743
(7) Dihydrocodeine.....	9120
(8) Diphenoxylate.....	9170
(9) Fentanyl.....	9801
(10) Isomethadone .....	9226
(11) Levomethorphan.....	9210
(12) Levorphanol.....	9220
(13) Metazocine .....	9240
(14) Methadone .....	9250
(15) Methadone-intermediate,4-cyano-2-dimethyl amino-4,4-diphenyl butane .....	9254
(16) Moramide-intermediate, 2-methyl-3-morpholino-1,1-diphenylpropane-carboxylic acid.....	9802
(17) Pethidine (meperidine).....	9230
(18) Pethidine-intermediate-A, 4-cyano-1-methyl-4-phenylpiperidine.....	9232
(19) Pethidine-intermediate-B, ethyl-4-phenyl-piperidine-4-carboxylate.....	9233
(20) Pethidine-intermediate-C, 1-methyl-4-phenyl-piperidine-4-carboxylic acid.....	9234
(21) Phenazocine .....	9715
(22) Piminodine .....	9730
(23) Racemethorphan .....	9732
(24) Racemorphan.....	9733
(25) Sufentanil.....	9740
(26) Levo-alpha-acetyl methadol .....	9648

Some other names: levo-alpha-acetyl methadol, levomethadyl acetate or LAAM.

(27) Remifentanyl..... 9739

(28) Tapentadol..... 9780

(29) *Thiafentanyl*..... 9729

(d) Any material, compound, mixture, or preparation which contains any quantity of the following substances having a potential for abuse associated with a stimulant effect on the central nervous system:

(1) Amphetamine, its salts, optical isomers and salts of its optical isomers ..... 1100

(2) Phenmetrazine and its salts ..... 1631

(3) Methamphetamine, including its salts, isomers and salts of isomers..... 1105

(4) Methylphenidate ..... 1724

(5) Lisdexamfetamine, its salts, isomers, and salts of its isomers..... 1205

(e) Unless specifically excepted or unless listed in another schedule, any material, compound, mixture or preparation which contains any quantity of the following substances having a depressant effect on the central nervous system, including its salts, isomers and salts of isomers whenever the existence of such salts, isomers and salts of isomers is possible within the specific chemical designation:

(1) Amobarbital..... 2125

(2) Glutethimide..... 2550

(3) Secobarbital..... 2315

(4) Pentobarbital..... 2270

(5) Phencyclidine..... 7471

(f) Any material, compound, mixture, or preparation which contains any quantity of the following substances:

(1) Immediate precursor to amphetamine and methamphetamine:

(A) Phenylacetone..... 8501

Some trade or other names: phenyl-2-propanone; P2P; benzyl methyl ketone; methyl benzyl ketone.

(2) Immediate precursors to phencyclidine (PCP):

(A) 1-phenylcyclohexylamine ..... 7460

(B) 1-piperidinocyclohexanecarbonitrile (PCC)..... 8603

(g) Any material, compound, mixture or preparation which contains any quantity of the following hallucinogenic substance, its salts, isomers and salts of isomers, unless specifically excepted, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:

Nabilone..... 7379

[Another name for nabilone: (±)-trans-3-(1,1-dimethylheptyl)-6,6a,7,8,10,10a-hexahydro-1-hydroxy-6,6-dimethyl-9H-dibenzo[b,d]pyran-9-one]

(h) Any material, compound, mixture or preparation containing any of the following narcotic drugs or any salts calculated as the free anhydrous base or alkaloid, in limited quantities as set forth below:

(1) Not more than 300 milligrams of dihydrocodeinone (hydrocodone) or any of its salts per 100 milliliters or not more than 15 milligrams per dosage unit with a fourfold or greater quantity of an isoquinoline alkaloid of opium ..... 9805

(2) Not more than 300 milligrams of dihydrocodeinone (hydrocodone) or any of its salts per 100 milliliters or not more than 15 milligrams per dosage unit with one or more active, nonnarcotic ingredients in recognized therapeutic amounts..... 9806

(8) Chlordiazepoxide..... 2744

(9) Clobazam..... 2751

(10) Clonazepam ..... 2737

(11) Clorazepate ..... 2768

(12) Clotiazepam ..... 2752

(13) Cloxazolam ..... 2753

(14) Delorazepam..... 2754

(15) Diazepam ..... 2765

(16) Dichloralphenazone..... 2467

(17) Estazolam ..... 2756

(18) Ethchlorvynol ..... 2540

(19) Ethinamate ..... 2545

(20) Ethyl loflazepate..... 2758

(21) Fludiazepam..... 2759

(22) Flunitrazepam..... 2763

(23) Flurazepam ..... 2767

(24) Fospropofol ..... 2138

(25) Halazepam ..... 2762

(26) Haloxazolam ..... 2771

(27) Ketazolam..... 2772

(28) Loprazolam ..... 2773

(29) Lorazepam ..... 2885

(30) Lormetazepam..... 2774

(31) Mebutamate ..... 2800

(32) Medazepam..... 2836

(33) Meprobamate..... 2820

(34) Methohexital ..... 2264

(35) Methylphenobarbital (mephobarbital) ..... 2250

(36) Midazolam ..... 2884

(37) Nimetazepam ..... 2837

(38) Nitrazepam ..... 2834

(39) Nordiazepam ..... 2838

(40) Oxazepam ..... 2835

(41) Oxazolam ..... 2839

(42) Paraldehyde ..... 2585

(43) Petrichloral ..... 2591

(44) Phenobarbital..... 2285

(45) Pinazepam ..... 2883

(46) Prazepam..... 2764

(47) Quazepam ..... 2881

(48) Temazepam ..... 2925

(49) Tetrazepam ..... 2886

(50) Triazolam ..... 2887

(51) Zolpidem ..... 2783

(52) Zaleplon..... 2781

(53) Zopiclone ..... 2784

(54) 2-[(dimethylamino)methyl]-1-(3-methoxy-phenyl) cyclohexanol, its salts, optical and geometric isomers and salts of these isomers (including tramadol)..... 9752

(55) Alfaxalone ..... 2731

(56) Suvorexant ..... 2223

(c) Any material, compound, mixture, or preparation ~~which~~ that contains any quantity of fenfluramine (1670), including its salts, isomers (whether optical, position or geometric) and salts of such isomers, whenever the existence of such salts, isomers and salts of isomers is possible. The provisions of this subsection (c) shall expire on the date fenfluramine and its salts and isomers are removed from schedule IV of the federal controlled substances act (21 U.S.C. § 812; 21 code of federal regulations 1308.14).

(d) Any material, compound, mixture or preparation ~~which~~ that contains any quantity of lorcaserin (1625), including its salts, isomers and salts of such isomers, whenever the existence of such salts, isomers and salts of isomers is possible (21 U.S.C. § 812; 21 code of federal regulations 1308.14).

(e) Unless specifically excepted or unless listed in another schedule, any material, compound, mixture or preparation ~~which~~ that contains any quantity of the following substances having a stimulant effect on the central nervous system, including its salts, isomers (whether optical, position or geometric) and salts of such isomers whenever the existence of such salts, isomers and salts of isomers is possible within the specific chemical designation:

(1) Cathine ((+)-norpseudoephedrine)..... 1230

(2) Diethylpropion ..... 1610

(3) Fencamfamin ..... 1760

(continued)

Sec. 6. K.S.A. 2016 Supp. 65-4111 is hereby amended to read as follows: 65-4111. (a) The controlled substances listed in this section are included in schedule IV and the number set forth opposite each drug or substance is the DEA controlled substances code ~~which~~ that has been assigned to it.

(b) Any material, compound, mixture or preparation ~~which~~ that contains any quantity of the following substances including its salts, isomers and salts of isomers whenever the existence of such salts, isomers and salts of isomers is possible within the specific chemical designation and having a potential for abuse associated with a depressant effect on the central nervous system:

(1) Alprazolam ..... 2882

(2) Barbitol..... 2145

(3) Bromazepam ..... 2748

(4) Camazepam ..... 2749

(5) Carisoprodol ..... 8192

(6) Chloral betaine ..... 2460

(7) Chloral hydrate ..... 2465

- (4) Fenproporex..... 1575
- (5) Mazindol ..... 1605
- (6) Mefenorex..... 1580
- (7) Pemoline (including organometallic complexes and chelates thereof)..... 1530
- (8) Phentermine ..... 1640

The provisions of this subsection (e)(8) shall expire on the date phentermine and its salts and isomers are removed from schedule IV of the federal controlled substances act (21 U.S.C. § 812; 21 code of federal regulations 1308.14).

- (9) Pipradrol..... 1750
- (10) SPA((-)-1-dimethylamino-1, 2-diphenylethane) ..... 1635
- (11) Sibutramine..... 1675
- (12) Mondafinil..... 1680

(f) Unless specifically excepted or unless listed in another schedule, any material, compound, mixture or preparation which that contains any quantity of the following, including salts thereof:

- (1) Pentazocine ..... 9709
- (2) Butorphanol (including its optical isomers)..... 9720
- (3) Cannabidiol, when comprising the sole active ingredient of a drug product approved by the United States food and drug administration

Some other names for cannabidiol:

2-[(1R,6R)-3-Methyl-6-(1-methylethenyl)-2-cyclohexen-1-yl]-5-pentyl-1,3-benzenediol

- (3)(4) Eluxadoline (5-[[[(2S)-2-amino-3-[4-aminocarbonyl]-2,6-dimethylphenyl]-1-oxopropyl]][(1S)-1-(4-phenyl-1H-imidazol-2-yl)ethyl]amino]methyl]-2-methoxybenzoic acid) (including its optical isomers) and its salts, isomers, and salts of isomers..... 9725

(g) Unless specifically excepted or unless listed in another schedule, any material, compound, mixture or preparation containing any of the following narcotic drugs, or their salts calculated as the free anhydrous base or alkaloid, in limited quantities as set forth below:

- (1) Not more than 1 milligram of difenoxin and not less than 25 micrograms of atropine sulfate per dosage unit..... 9167
- (2) Dextropropoxyphene (alpha-(+)-4-dimethylamino-1, 2-diphenyl-3-methyl-2-propion-oxybutane)..... 9278

(h) Butyl nitrite and its salts, isomers, esters, ethers or their salts.

(i) The board may except by rule and regulation any compound, mixture or preparation containing any depressant substance listed in subsection (b) from the application of all or any part of this act if the compound, mixture or preparation contains one or more active medicinal ingredients not having a depressant effect on the central nervous system, and if the admixtures are included therein in combinations, quantity, proportion or concentration that vitiate the potential for abuse of the substances which that have a depressant effect on the central nervous system.

Sec. 7. K.S.A. 2016 Supp. 65-4113 is hereby amended to read as follows: 65-4113. (a) The controlled substances or drugs, by whatever official name, common or usual name, chemical name or brand name designated, listed in this section are included in schedule V.

(b) Any compound, mixture or preparation containing limited quantities of any of the following narcotic drugs which also contains one or more nonnarcotic active medicinal ingredients in sufficient proportion to confer upon the compound, mixture or preparation valuable medicinal qualities other than those possessed by the narcotic drug alone:

- (1) Not more than 200 milligrams of codeine or any of its salts per 100 milliliters or per 100 grams.
- (2) Not more than 100 milligrams of dihydrocodeine or any of its salts per 100 milliliters or per 100 grams.
- (3) Not more than 100 milligrams of ethylmorphine or any of its salts per 100 milliliters or per 100 grams.
- (4) Not more than 2.5 milligrams of diphenoxylate and not less than 25 micrograms of atropine sulfate per dosage unit.
- (5) Not more than 100 milligrams of opium per 100 milliliters or per 100 grams.
- (6) Not more than .5 milligram of difenoxin (9168) and not less than 25 micrograms of atropine sulfate per dosage unit.

(c) Unless specifically excepted or unless listed in another schedule, any material, compound, mixture or preparation which contains any quantity of the following substances having a stimulant effect on the central nervous system, including its salts, isomers (whether opti-

cal, position or geometric) and salts of such isomers whenever the existence of such salts, isomers and salts of isomers is possible within the specific chemical designation:

- (1) Propylhexedrine (except when part of a compound used for nasal decongestion which is authorized to be sold lawfully over the counter without a prescription under the federal food, drug and cosmetic act, so long as it is used only for such purpose)..... 8161
- (2) Pyrovalerone ..... 1485

(d) Any compound, mixture or preparation containing any detectable quantity of ephedrine, its salts or optical isomers, or salts of optical isomers.

(e) Any compound, mixture or preparation containing any detectable quantity of pseudoephedrine, its salts or optical isomers, or salts of optical isomers.

(f) Unless specifically exempted or excluded or unless listed in another schedule, any material, compound, mixture, or preparation which contains any quantity of the following substances having a depressant effect on the central nervous system, including its salts:

- (1) Brivaracetam ((2S)-2-[(4R)-2-oxo-4-propylpyrrolidin-1-yl] butanamide) (some trade or other names BRV; UCB-34714; Briviact)..... 2710
- (2) Ezogabine N-[2-amino-4(4-fluorobenzylamino)-phenyl]-carbamic acid ethyl ester..... 2779
- (2)(3) Lacosamide [(R)-2-acetoamido-N-benzyl-3-methoxypropionamide] ..... 2746
- (3)(4) Pregabalin [(S)-3-(aminomethyl)-5-methylhexanoic acid]..... 2782

Sec. 8. K.S.A. 2016 Supp. 21-5701, 65-4101, 65-4102, 65-4105, 65-4107, 65-4111 and 65-4113 are hereby repealed.

Sec. 9. This act shall take effect and be in force from and after its publication in the Kansas register.

(Published in the Kansas Register May 4, 2016)

SENATE BILL No. 202

AN ACT concerning tribal-state compacts; approving a compact between the Kickapoo Tribe in Kansas and the state of Kansas; approving a compact between the Sac and Fox Nation of Missouri in Kansas and Nebraska and the state of Kansas; relating to cigarette and tobacco sales, taxation and escrow collection.

Be it enacted by the Legislature of the State of Kansas:

Section 1. (a) The compact relating to cigarette and tobacco sales, taxation and escrow collection between the Kickapoo Tribe in Kansas and the state of Kansas submitted by the governor to the senate and house of representatives of the state of Kansas and received and printed in the journal of the senate and the journal of the house of representatives on January 27, 2017, is hereby approved and adopted by reference as the law of this state.

(b) The secretary of the senate is directed to send a copy of such compact to the secretary of state. The secretary of state shall cause such compact to be published in the Kansas register.

Sec. 2. (a) The compact relating to cigarette sales, taxation and escrow collection between the Sac and Fox Nation of Missouri in Kansas and Nebraska and the state of Kansas submitted by the governor to the senate and house of representatives of the state of Kansas and received and printed in the journal of the senate on March 16, 2017, and the journal of the house of representatives on March 15, 2017, is hereby approved and adopted by reference as the law of this state.

(b) The secretary of the senate is directed to send a copy of such compact to the secretary of state. The secretary of state shall cause such compact to be published in the Kansas register.

Sec. 3. This act shall take effect and be in force from and after its publication in the Kansas register.

**COMPACT RELATING TO CIGARETTE  
AND TOBACCO SALES, TAXATION AND  
ESCROW COLLECTION**

THIS COMPACT RELATING TO CIGARETTE AND TOBACCO SALES, TAXATION AND ESCROW COLLECTION (“**Compact**”) is entered into between the Kickapoo Tribe in Kansas (along with its agencies, boards, commissions and political subdivisions, the “**Tribe**”) and the State of Kansas (along with its agencies, boards, commissions and political subdivisions, the “**State**”). The Tribe and the State are each referred to herein as a “**Party**” and collectively referred to herein as the “**Parties.**”

**Recitals**

WHEREAS, the Tribe is a federally-recognized Indian tribe possessing and exercising inherent sovereign powers of self-government, as defined and recognized by treaties, federal laws and federal court decisions, and that it has responsibilities and needs similar to other governments;

WHEREAS, the State is a state within the United States of America possessing and exercising full powers of state government, as defined and recognized by the United States Constitution, federal laws, federal court decisions, the Kansas Constitution, State laws and State court decisions, and that it has responsibilities and needs similar to other governments;

WHEREAS, both the State and the Tribe recognize that pursuant to applicable law each is a sovereign with dominion over their respective territories and governments and that entry into this Compact is not intended nor shall it be construed to cause the sovereignty of either to be diminished;

WHEREAS, the Tribe is situated on and occupies a federally-established Indian Reservation situated within the borders of the State;

WHEREAS, federal law recognizes that tribal jurisdiction exists on Qualified Tribe Lands regarding the rights of the Tribe to pass its own laws and be governed by them;

WHEREAS, it is in the best interests of both the State and the Tribe to prevent disputes between the Parties regarding possession, transport, distribution, and Sale of Cigarettes and other Tobacco Products, including but not limited to taxation and escrow collection, in the State of Kansas, on Compact Lands;

WHEREAS, each of the State and the Tribe recognize the financial, cultural, educational, and economic contributions of the other;

WHEREAS, each of the State and the Tribe respects the sovereignty of the other, and recognizes and supports the other’s governmental responsibilities to provide for and govern its citizens, members and territory; the State recognizes the Tribe’s inherent sovereign right to existence, self-government and self-determination; and the Tribe recognizes the State’s inherent sovereign right to existence, self-government and self-determination;

WHEREAS, the Parties are of the opinion that cooperation between the Tribe and the State is mutually productive and beneficial and recognize the need to develop and maintain good Tribal-State governmental relations;

WHEREAS, it is in the best interests of the State to continue to reduce the financial burdens imposed on the State by Cigarette smoking and that said costs continue to be borne by Tobacco Product Manufacturers rather than by the State to the extent that such Tobacco Product Manufacturers either determine to enter into a settlement with the State or are found culpable by the courts;

WHEREAS, on November 23, 1998, the State became party to the MSA;

WHEREAS, certain Tobacco Product Manufacturers, which are party to the MSA, are obligated, in return for a release of past, present and certain future claims against them as described therein, to pay substantial sums to State (tied in part to their volume of Sales); to fund a national foundation devoted to the interests of public health; and to make substantial changes in their advertising and marketing practices and corporate culture, with the intention of reducing underage smoking;

WHEREAS, it would be contrary to the policy of State if Tobacco Product Manufacturers who determine not to enter into such a settlement could use a resulting cost advantage to derive large, short-term profits in the years before liability may arise without ensuring that State will have an eventual source of recovery from them if they are proven to have acted culpably;

WHEREAS, the State entered into a Secondary Settlement Agreement with certain participating Tobacco Product Manufacturers in 2012 settling State’s obligations under the MSA and disputes regarding certain payment adjustments under the MSA with respect to NPMs (as that term is defined below) for calendar years 2003-2012;

WHEREAS, as part of said Secondary Settlement Agreement, State has agreed to undertake certain diligent enforcement efforts of its Cigarette and other Tobacco Product laws and more specifically, its MSA laws on Qualified Tribal Lands within the borders of State;

WHEREAS, State recognizes the importance to State of forming an alliance with Tribe to assist State in its diligent enforcement efforts;

WHEREAS, State further recognizes that the Tribe will incur certain economic costs in assisting State in its diligent enforcement efforts which Tribe should not be required to endure;

WHEREAS, it is altogether just and proper that State compensate the Tribe for its assistance to State in State’s diligent enforcement obligation under the MSA and the Secondary Settlement Agreement; and

WHEREAS, the State and the Tribe agree that it will serve the interests of both the State and the Tribe for the Tribe to be able to generate revenue for governmental purposes through the collection of certain Tribal taxes in accordance with this Compact and resolve their differences regarding the State’s collection of escrow on certain Cigarettes Sold on Compact Lands.

**Compact**

NOW, THEREFORE, in consideration of the foregoing recitals which are made a contractual part hereof, and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.01. Definitions.** Whenever used in this Compact, the following capitalized words and phrases shall have the following meanings:

“**AAA**” shall mean the American Arbitration Association.

“**Approved Manufacturer**” shall mean, subject to Section 4.02(c), a Tobacco Product Manufacturer which is (A) in compliance with the Escrow Statutes and the Fire Safety Statutes, and (B) listed on the KSAG’s directory of compliant manufacturers pursuant to K.S.A. 50-6a04(B). The KSAG’s directories of compliant Tobacco Product Manufacturers can be found on the KSAG’s website.

“**Auditor**” shall have the meaning set forth for such term in Section 6.02.

“**Business Day**” shall mean any day that the governmental offices of the Tribe are open for business.

“**Carton**” shall mean a container of two hundred (200) Cigarettes, whether consisting of either eight or ten Packs.

“**Cigarette**” shall mean any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use and consists of or contains:

- (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco;
- (2) tobacco, in any form, that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, Consumers as a Cigarette; or
- (3) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, Consumers as a Cigarette described in clause (1) above.

The term “Cigarette” includes “roll-your-own” (i.e., any tobacco which, because of its appearance, type, packaging or labeling is suitable for use and likely to be offered to, or purchased by, Consumers as tobacco for making Cigarettes). For purposes of this definition, 0.09 ounces of “roll-your-own” tobacco shall constitute one individual “Cigarette.”

“**Compact**” shall have the meaning set forth for such term in the initial paragraph.

*(continued)*



“**Compact Lands**” shall mean only the following Qualified Tribal Lands:

- (A) those Qualified Tribe Lands within the boundaries of the Tribe’s reservation granted in the Treaty between the United States of America and the Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas, June 28, 1862, (13 Stats., 623).
- (B) those Qualified Tribe Lands described in Exhibit A attached to this Compact once the Secretary of the Department of Interior has fully acquired such land into trust for the beneficial use of the Tribe as authorized in accordance with Section 5 of the Indian Reorganization Act, 25 USC 465 and under 25 CFR § 151.10. The State agrees that it will not object to the Tribe’s on-reservation trust application for such land to be placed into trust status.

“**Consumer**” shall mean the individual or entity purchasing or receiving Cigarettes or other Tobacco Products for final use.

“**Dispute**” shall have the meaning set forth for such term in Section 7.01(b).

“**Dispute Party**” shall have the meaning set forth for such term in Section 7.01(b).

“**Effective Date**” shall have the meaning set forth for such term in Section 3.01.

“**Escrow Statutes**” shall mean Chapter 50, Article 6a of the Kansas Statutes Annotated.

“**Fire Safety Statutes**” shall mean Chapter 31, Article 6 of the Kansas Statutes Annotated.

“**Indian Tribe**” shall mean any Indian tribe, band, nation or other organized group or community that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians under the laws of the United States.

“**KDOR**” shall mean the Kansas Department of Revenue.

“**KSAG**” shall mean the Office of the Attorney General of the State of Kansas.

“**Licensed Distributor**” shall mean the Tribe, any Tribal Affiliate, or any individual or entity subject to the Tribe’s regulatory and tax jurisdiction, in each case conducting business pursuant to a valid tobacco distributor license issued by the Tribe.

“**Licensed Retailer**” shall mean the Tribe or any Tribal Affiliate conducting business pursuant to a valid tobacco retailer license issued by the Tribe.

“**MSA**” shall mean the settlement agreement (and related documents) entered into on November 23, 1998 by the State and leading United States Tobacco Product Manufacturers; provided, however, that such term does not include the Secondary Settlement Agreement.

“**Tribe**” shall have the meaning set forth for such term in the initial paragraph.

“**Tribal Affiliate**” shall mean an entity directly or indirectly wholly owned by the Tribe. Solely for purposes of this definition, the phrase “wholly owned by” means ownership of one hundred percent (100%) of an equity interest, or the equivalent thereof.

“**Tribal Claim Parties**” shall mean, collectively, Tribe, the Tribal Tax Department, and any Tribal Affiliate to the extent such Tribal Affiliate is either a Licensed Retailer or Licensed Distributor.

“**Tribal Tax Department**” shall mean the Kickapoo Tax Department, or such other successor commission, board, committee, council, department or agency charged under Tribal law with administration and enforcement of Tribal tax laws.

“**NPM**” shall have the meaning set forth for the term “Non-participating manufacturer” in K.S.A. § 50-6a07(g).

“**Pack**” shall mean one package of either twenty (20) or twenty-five (25) Cigarettes.

“**Parties**” or “**Party**” shall have the meaning set forth for such terms in the initial paragraph.

“**PM**” shall mean a “participating manufacturer” as that term is used in the Escrow Statutes.

“**Qualified Tribal Lands**” shall mean:

- (1) All land within the borders of the State that is within the limits of any Indian reservation under the jurisdiction of the United States, notwithstanding the issuance of any patent, including rights-of way running through such reservation;
- (2) all dependent Indian communities within the borders of the State;
- (3) all Indian allotments within the borders of the State, the Indian titles to which have not been extinguished, including rights-of-way running through such allotments; and
- (4) any lands within the borders of the State, the title to which is either held in trust by the United States for the benefit of any Indian Tribe or individual, or held by any Indian Tribe or individual subject to restriction by the United States against alienation and over which an Indian Tribe exercises governmental power.

“**Qualified Tribe Lands**” shall mean the Tribe’s Qualified Tribal Lands.

“**Rules**” shall have the meaning set forth in Section 7.02(b).

“**Sale**” (and any correlative term, such as “**Sell**,” “**Seller**,” or “**Sold**,” shall have the correlative meaning) shall mean any sale, barter, trade, exchange, or other transfer of ownership for value of Cigarettes or other Tobacco Products, no matter how characterized.

“**Secondary Settlement Agreement**” shall mean the 2003 NPM adjustment settlement agreement, which shall include the 2012 term sheet agreement, related to the MSA and to which State is a party.

“**State**” shall have the meaning set forth for such term in the initial paragraph.

“**Tobacco Product**” shall mean any product, including any component, part, or accessory, made or derived from tobacco that is intended for human consumption through smoking, chewing or both, including but not limited to Cigarettes, Cigarette tobacco, roll-your-own tobacco, smokeless tobacco, cigars, pipe tobacco, dissolvables, gels, waterpipe tobacco, and electronic cigarettes.

“**Tobacco Product Manufacturer**” shall mean an entity that after the Effective Date directly (and not exclusively through any affiliate):

- (1) manufactures Cigarettes anywhere that such manufacturer intends to be Sold in the United States, including Cigarettes intended to be Sold in the United States through an importer;
- (2) is the first purchaser anywhere for resale in the United States of Cigarettes manufactured anywhere that the manufacturer does not intend to be sold in the United States; or
- (3) becomes a successor of an entity described in paragraph (1) or (2).

The term “Tobacco Product Manufacturer” shall not include an affiliate of a Tobacco Product Manufacturer unless such affiliate itself falls within any of paragraphs (1) through (3) above. Solely for purposes of this definition, the term “affiliate” shall mean a person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another person. Solely for purposes of the preceding sentence, the terms “owns,” “is owned” and “ownership” mean ownership of any equity interest, or the equivalent thereof, of 10% or more, and the term “person” means an individual, partnership, committee, association, corporation or any other organization or group of persons.

“**Units Sold**” shall mean, with respect to a particular Tobacco Product Manufacturer for a particular year, the number of individual Cigarettes Sold in the State, including, without limitation, any Cigarettes Sold on any Qualified Tribal Lands within the State, by the applicable Tobacco Product Manufacturer, whether directly or through a distributor, retailer or similar intermediary or intermediaries, during the year in question, for which the State has the authority under federal law to impose excise or a similar tax or to collect escrow deposits, regardless of whether such taxes were imposed or collected by the State.

#### Section 1.02. Other Definitional Provisions.

- (a) All capitalized terms defined in this Compact shall have the defined meanings when used as a capitalized term in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.
- (b) As used herein and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in Section 1.01, and accounting terms partially defined in Section 1.01 to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles or regulatory accounting principles, as applicable.

To the extent that the definitions of accounting terms herein are inconsistent with the meaning of such terms under generally accepted accounting principles or regulatory accounting principles, the definitions contained herein shall control.

- (c) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Compact shall refer to this Compact as a whole and not to any particular provision of this Compact; and Section, subsection, Schedule and Exhibit references contained in this Compact are references to Sections, subsections, Schedules and Exhibits in or to this Compact unless otherwise specified.
- (d) Unless otherwise specifically noted herein, any capitalized word or term used in this Compact but not otherwise expressly defined herein shall have the same meaning as the definition provided for such capitalized word or term in Chapters 50 and 79 of the Kansas Statutes Annotated as in effect on January 1, 2016.

## ARTICLE II GENERAL PROVISIONS

**Section 2.01. Purpose of Compact.** The purpose of this Compact is to prevent disputes between the Parties regarding possession, transport, distribution, and Sale of Cigarettes and other Tobacco Products, including but not limited to taxation and escrow collection, in the State of Kansas, on Compact Lands, and on other Qualified Tribal Lands to the extent set forth herein.

**Section 2.02. External Citations.** The citation to any State statute or regulation in this Compact refers to the version in effect on January 1, 2016, unless otherwise specifically provided herein or unless the Parties specifically agree in writing to a modification of the Compact.

**Section 2.03. Scope of Compact.** Unless otherwise specifically provided herein, the terms and provisions of this Compact shall only apply to Cigarettes and other Tobacco Products Sold on Compact Lands. Notwithstanding any term or provision herein to the contrary, the Parties agree and acknowledge that the terms and provisions of this Compact shall not apply in any respect, including but not limited to taxation and escrow collection, to (i) any Tobacco Product Manufacturer or manufacturer of other Tobacco Products owned or operated by Tribe or any Tribal Affiliate during the term of this Compact, or (ii) the possession, transport, distribution, purchase, or Sale of Cigarettes or other Tobacco Products manufactured or imported by any Tobacco Product Manufacturer or manufacturer of other Tobacco Products, in each case to the extent described in clause (i).

## ARTICLE III EFFECTIVE DATE; TERM

**Section 3.01. Effective Date.** Subject to the prior full execution by the Parties, ratification by Tribe’s Tribal Business Council by written resolution, and approval by State Legislature and publication in the Kansas Register, this Compact shall become effective on July 1, 2017 (the “Effective Date”).

**Section 3.02. Term.**

- (a) This Compact shall have an initial term of ten (10) years subject to automatic renewal for successive ten (10) year terms absent a requested revision in writing by any Party on or before August 1 in the calendar year prior to calendar year of the expiration of the then-current term. The Parties shall negotiate such requested revisions in good faith for a period ending fifteen (15) days before expiration of the then current term; *provided, however*, that if the Parties are not able to reach agreement on such requested revisions by such date, the Parties may agree to extend the then-current term beyond the expiration date for so long as the Parties agree that further negotiations are warranted; *provided, further*, that following expiration of the initial or any extended negotiation period, either Party may provide written notice of termination of the Compact effective on the later to occur of the expiration date of the then-current term or two Business Days following the date of delivery of such written notice of termination without giving effect to any extension agreed to by the Parties. In the event that the Parties reach agreement on the requested revisions, such revisions shall be reflected in an amendment to this Compact consistent with Section 8.08. In any event, the terms and provisions of this Compact shall continue to apply and the Parties shall conduct themselves accordingly until such time either that such amendment is fully executed, ratified and effective or that termination of this Compact is effective.

- (b) Notwithstanding any provision of this Compact to the contrary, in the event that State is subject to a final, binding arbitration award or decision of a court of competent jurisdiction that the State is non-compliant or has violated the terms of the MSA or Secondary Settlement Agreement due to State’s compliance with its obligations under this Compact, the Parties shall attempt to negotiate amendments to this Compact for a period of not less than 90 days following State’s written notice to Tribe of State’s desire to initiate such negotiations. The Parties acknowledge that the purpose of such negotiations would be to amend the Compact in a manner acceptable to the Parties that would permit the State to comply with the terms and provisions of this Compact, the MSA, and the Secondary Settlement Agreement. If the Parties are unable to negotiate such amendments within such negotiation period, the State may terminate this Compact upon two weeks’ prior written notice to the Tribe. Termination of this Compact pursuant to this Section 3.02(b) shall not be subject to the dispute resolution provisions of Article VII.
- (c) In the event that the State is no longer subject to, or elects to withdraw from or cease performing under, the MSA and the Secondary Settlement Agreement, the Tribe and the State may jointly agree in writing to terminate this Compact prior to the expiration of the then-current term. If there is any modification to relevant State law or final judicial determination by a court of competent jurisdiction that negates the escrow deposit obligations pursuant to the Escrow Statutes, the State may terminate this Compact at any time thereafter by providing thirty days’ written notice to the Tribe.
- (d) In the event a federal Court of last appeal makes a final determination that the 1862 Treaty did not diminish the reservation boundaries as set forth in the Treaty with the Kickapoo of May 15, 1854, (10 Stat. 1078), the Parties shall attempt to negotiate amendments to this Compact for a period of not less than sixty (60) days following Tribe’s written notice to initiate such negotiations. If the Parties are unable to negotiate such amendments within such negotiation period, the Tribe may terminate this Compact upon two weeks’ prior written notice to the State. Termination of the Compact pursuant to this Section 3.02(d) shall not be subject to the dispute resolution provisions of Article VII.

## ARTICLE IV MASTER SETTLEMENT AGREEMENT PROVISIONS

**Section 4.01. Tribe Obligations.**

- (a) Tribe shall regulate all Sales of Cigarettes on Compact Lands and may regulate Sales of other Tobacco Products on Compact Lands. As part of such mandatory regulation of Sales of Cigarettes on Compact Lands, the Tribe shall require, and enforce such requirement, that:
  - (i) all Sales to ultimate Consumers of Cigarettes on Compact Lands by a Licensed Retailer shall be conducted pursuant to a valid Tribal tobacco retailer license;
  - (ii) all Cigarettes Sold on Compact Lands by a Licensed Retailer shall be acquired from a Licensed Distributor;
  - (iii) each Licensed Retailer shall implement and maintain processes that verify receipt of all Cigarettes on Compact Lands substantiated and supported by contemporaneously created documentation, including but not limited to invoices, bills of lading, way bills and other documents, showing Cigarettes received by such Licensed Retailer by brand, quantity, date of receipt, and from whom such Licensed Retailer received such Cigarettes;
  - (iv) each Licensed Retailer shall implement and maintain processes that verify the number of Cigarettes Sold by such Licensed Retailer to Consumers on Compact Lands by contemporaneously created documentation, including register tapes or other indicia of retail Sale generated at the point of Sale or, with respect to vending machine Sales, stocking reports, in each case showing Cigarettes Sold by brand and quantity;
  - (v) each Licensed Retailer shall provide to the Tribal Tax Department, on a timely basis, reports, data, and documentation specified in clauses (iii) and (iv) above regarding retail sales of Cigarettes on Compact Lands in form and format sufficient to enable Tribe to comply with its obligations

*(continued)*

- pursuant to Section 4(b) and Section 4(c), and shall maintain such documentation in an adequate and accessible retention system for a period of not less than three years;
- (vi) each brand of Cigarettes Sold, offered for Sale, possessed for Sale, or imported for Sale on Compact Lands by a Licensed Retailer shall be a brand of an Approved Manufacturer and, subject to Section 4.01(e), shall bear indicia of excise tax payment as provided in Section 5.02;
  - (vii) each Licensed Distributor shall apply indicia of excise tax payment as provided in Section 5.02 to each Pack of Cigarettes prior to delivery to a Licensed Retailer located on Compact Lands;
  - (viii) each Licensed Distributor shall implement and maintain processes that verify delivery of all Cigarettes to Licensed Retailers on Compact Lands substantiated and supported by contemporaneously created documentation, including but not limited to invoices, bills of lading, way bills and other documents, showing Cigarettes delivered by brand, quantity, date of receipt, and to which Licensed Retailer such Cigarettes were delivered;
  - (ix) each Licensed Distributor shall implement and maintain processes that, on a monthly basis, verify the number of items of indicia of payment of excise tax purchased from the Tribal Tax Department, as documented by a contemporaneously created, written receipt received from the Tribal Tax Department, the number of such items of indicia received by such Licensed Distributor, if different than the number purchased, the number of such items of indicia affixed to Packs of Cigarettes by such Licensed Distributor, the number of Packs of Cigarettes bearing such indicia delivered to Licensed Retailers as documented by one or more contemporaneously created, written statements from such Licensed Distributor, the number of such items of indicia that may be damaged, torn, mutilated or otherwise unusable and returned to the Tribal Tax Department, documented by a contemporaneously created, written receipt received from the Tribal Tax Department, the number of such items of indicia which are destroyed in accordance with Tribal Tax Department regulations, and the number of unaffixed items of such indicia which are on hand at such Licensed Distributor's premises, as documented by contemporaneously created, written inventory sheets;
  - (x) each Licensed Distributor shall implement and maintain processes that verify monthly beginning and ending inventories of Packs of Cigarettes bearing indicia of payment of excise tax described in Section 5.02(a), as documented by contemporaneously created, written inventory sheets showing adjustments during such month for number of Packs of Cigarettes (A) to which such indicia were affixed, (B) received with such indicia affixed, (C) returned from Licensed Retailers, and (D) Sold to Licensed Retailers;
  - (xi) with respect to each Licensed Distributor that maintains premises on Compact Lands, such Licensed Distributor shall implement and maintain processes that verify monthly beginning and ending inventories of Packs of Cigarettes not bearing any indicia of payment of excise tax, as documented by contemporaneously created, written inventory sheets showing adjustments during such month for number of Packs of Cigarettes (A) received without bearing any indicia of payment of excise tax, (B) to which indicia of payment of excise tax are affixed, in the aggregate and by specific jurisdiction, (C) Sold to the United States government, and (D) returned to a Tobacco Product Manufacturer;
  - (xii) each Licensed Distributor shall provide to the Tribal Tax Department, on a timely basis, reports, data, and documentation specified in clauses (viii), (ix), (x), and (xi) above regarding retail Sales of Cigarettes on Compact Lands in form and format sufficient to enable Tribe to comply with its obligations pursuant to Section 4.01(b) and Section 4.01(c), and shall maintain such documentation in an adequate and accessible retention system for a period of not less than three years.

The Parties agree that United States generally accepted accounting principles (GAAP) shall, to the extent applicable, provide the appro-

priate standard for measuring the adequacy of the processes required by this Section 4.01.

- (b) Tribe, through its Tribal Tax Department, shall collect from Licensed Retailers the documentation specified in clause (v) of Section 4.01(a), shall collect from Licensed Distributors the documentation specified in clause (xii) of Section 4.01(a), and shall retain all such documentation for a period of not less than three years.
- (c) Tribe, through its Tribal Tax Department at Tribe's sole expense, shall prepare and remit to KDOR data regarding Sales of Cigarettes on Compact Lands in the form and format and on the dates reasonably requested by KDOR from time to time and approved by the Tribal Tax Department, such approval not to be unreasonably withheld. Such data shall be prepared based upon the documentation gathered by the Tribal Tax Department pursuant to Section 4.01(b). Such data shall be remitted at the same frequency as comparable data is required to be submitted to the State under applicable State law by State-licensed retailers or distributors of Cigarettes.
- (d) Tribe, through its Tribal Tax Department, shall implement and maintain processes that verify the number of items of indicia of payment of excise tax delivered to the Tribe pursuant to Section 5.02, as documented by a contemporaneously created, written receipt received from the State, the number of such items of indicia applied to Cigarettes delivered to Licensed Retailers as documented by one or more contemporaneously created, written statements from each Licensed Distributor, the number of such items of indicia that may be damaged, torn, mutilated or otherwise unusable and returned to the State, documented by a contemporaneously created, written receipt received from the State, the number of such items of indicia on hand from time to time at the Tribal Tax Department and each Licensed Distributor documented on contemporaneously created, written inventory sheets. Tribe, through its Tribal Tax Department, shall retain all such documentation for a period of not less than three years.
- (e) On the Effective Date, the Tribal Tax Department shall seize as contraband all Cigarettes held for Sale by Licensed Retailers which do not satisfy the requirements of Section 4.01(a)(vi). Such contraband Cigarettes shall be destroyed subject to oversight by the Tribal Tax Department and KSAG. Notwithstanding any provision of this Compact to the contrary, all Packs of Cigarettes in the inventory of a Licensed Retailer on the Effective Date which bear either a Tribal excise tax stamp or a State excise tax stamp shall be deemed to bear indicia of excise tax payment as provided in Section 5.02 for all purposes of this Compact.

#### Section 4.02. State Obligations.

- (a) The State agrees to reimburse the Tribe for the economic cost incurred by the Tribe in assisting the State in its ongoing diligent enforcement efforts under the MSA and Secondary Settlement Agreement. Reimbursement shall be as follows:
  - (i) \$50,000.00 to be received by the Tribe on or before the end of each calendar quarter (March 31, June 30, September 30 and December 31) during the initial ten (10) year term of this Compact.
  - (ii) In the event this Compact continues for additional ten (10) year terms, the quarterly payment amount shall be increased fifteen percent (15%) over the quarterly payment amount payable during the immediately prior ten (10) year period.
- (b) As provided by Section VII of the Memorandum of Understanding for Voluntary Compliance for Cigarette Sales and Reporting (the "MOU"), entered into between the Tribe and the State, with an effective date of July 28, 2016, for its full compliance with the terms of such MOU, the State agrees to a one-time payment to the Tribe in the amount of \$50,000 to be paid on July 1, 2017.
- (c) As additional consideration to reimburse the Tribe for the economic cost incurred by the Tribe in assisting the State in its ongoing diligent enforcement efforts under the MSA and the 2003 NPM adjustment settlement agreement, including the 2012 term sheet agreement, the following shall be exempt from tax imposed by the Kansas Retailers' Sales Tax Act, K.S.A. 79-3601 *et seq.* and amendments thereto: all sales of tangible personal property or service, including the renting and leasing of tangible personal property, purchased directly by the Kickapoo Tribe in Kansas, a federally recognized Indian Tribe, and used exclusively for Tribal purposes.

ARTICLE V  
TAX PROVISIONS

**Section 5.01. Exercise of Tax Jurisdiction.**

(a) The Tribe shall have the sole right to impose, collect, and retain Sales taxes and excise taxes on transactions conducted by Licensed Retailers and Licensed Distributors involving Cigarettes and other Tobacco Products ultimately Sold to Consumers by Licensed Retailers on Compact Lands. Further, the Tribe shall have the sole obligation hereunder to impose Sales taxes and excise taxes on such transactions to the extent described herein. With respect to such Cigarettes or other Tobacco Products, the State shall not impose any Sales tax, excise tax, privilege tax, use tax, other tax, licensing fee, user fee or other fee at any point in the stream of commerce:

- (i) where the legal incidence of any such tax or fee falls on any such Consumer; or
- (ii) which, if passed through in whole or in part to any such Licensed Retailer or Licensed Distributor, would have the effect of increasing such Licensed Retailer's or Licensed Distributor's cost of goods Sold;

*provided, however,* for the avoidance of doubt, such restrictions shall not apply to escrow payments, directory fees, or any bond required under the Escrow Statutes with respect to such Cigarettes. The State shall take no affirmative action to enable or authorize any other individual or entity to take any action which, if taken directly by the State, would violate this Section 5.01(a).

- (b) Notwithstanding any provision of Section 5.01(c) to the contrary, the Tribe shall levy upon the consensual Sale of Cigarettes by a Licensed Retailer to a Consumer on Compact Lands a tax computed as a percentage of the actual Sales price thereof exclusive of any rebates. For purposes of the preceding sentence, such Sales tax shall be levied at a rate no lower than the lowest of (i) five percent (5%), or (ii) the Kansas Sales tax rate in effect at the time of such Sale less 1.5%; *provided, however,* that the fixed amount computed pursuant to this Section 5.01(b) shall not be less than \$0.00. Nothing in this Compact shall prohibit the Tribe, in its sole discretion, from levying Sales tax on such Sales at a rate higher than that required in the preceding sentence.
- (c) Subject to Section 5.01(d), the Tribe shall levy upon the consensual Sale of Cigarettes on Compact Lands an excise tax computed from time to time as a fixed amount per Carton of Cigarettes or fractional part thereof. For purposes of the preceding sentence, such fixed amount per Carton of Cigarettes shall be no lower than the lowest of (i) the lowest excise tax rate per Carton of Cigarettes levied or imposed at the time of computation pursuant to the laws of any of the states immediately bordering the State; (ii) the excise tax rate per Carton of Cigarettes levied or imposed at the time of computation pursuant to the laws of the State less \$11.20 per Carton of Cigarettes; or (iii) the lowest aggregate excise tax rate per Carton of Cigarettes levied or imposed at the time of computation by any Indian Tribe which is party to a Cigarette/Tobacco Product compact with the State; *provided, however,* that the fixed amount computed pursuant to this Section 5.01(c) shall not be less than \$0.01 per Carton. Nothing in this Compact shall prohibit the Tribe, at its sole discretion, from levying excise tax on such Cigarettes in an amount higher than that required in the preceding sentence. Such excise tax shall be paid only once and shall be imposed on and paid by the Licensed Distributor which Sells Cigarettes to a Licensed Retailer for Sale to Consumers on Compact Lands. For the avoidance of doubt, the Tribe shall not be required to levy such excise tax on any Sale of Cigarettes where the Licensed Distributor intends to Sell such Cigarettes outside Compact Lands.
- (d) Notwithstanding any other provision of this Compact to the contrary, the Tribe shall levy upon the consensual Sale of roll-your-own tobacco on Compact Lands an excise tax of not less than 1% of the wholesale Sale price of such roll-your-own tobacco. Such excise tax shall be paid only once and shall be imposed on and paid by the Licensed Distributor at the time that the Licensed Distributor (a) brings or causes to be brought onto Compact Lands such roll-your-own tobacco for Sale on Compact Lands, (b) makes, manufactures, or fabricates such roll-your-own tobacco on Compact Lands for Sale on Compact Lands, or (c) ships or transports such roll-your-own tobacco to any Licensed Retail-

er on Compact Lands to be Sold by such Licensed Retailer on Compact Lands. For the avoidance of doubt, the Tribe shall not be required to levy such excise tax on any sale of roll-your-own tobacco where the Licensed Distributor intends to Sell such roll-your-own tobacco outside Compact Lands.

**Section 5.02. Indicia of Tax; Distribution and Transport.**

(a) The Tribal Tax Department and KDOR shall jointly design and designate indicia of payment of the excise tax levied pursuant to Section 5.01(c). Such indicia shall include at a minimum the acronym "KTIK" the word "Kansas," and an inventory control number, code or other technology in a form and color mutually agreeable to the Tribe and KDOR. The State shall produce, or cause to be produced, and deliver to the Tribe all such indicia as may be required for Tribe to comply with its obligations hereunder, including but not limited to Tribe's obligations pursuant to Section 4.01(a)(vi). The State shall cause said stamps to be produced and the cost split equally with the Tribe. (b) For purposes of this Compact, the Parties agree that the following shall constitute contraband:

- (i) All Packs of Cigarettes, in quantities of 20 Cigarettes per Pack or more, not bearing indicia of payment of excise tax as required in this Compact and all devices for vending Cigarettes in which unstamped Packs are found;
  - (ii) all Cigarettes or Tobacco Products in the possession of a minor;
  - (iii) all property, other than vehicles, used in the retail Sale of Packs of Cigarettes described in clause (i);
  - (iv) any Cigarettes Sold, offered for Sale, or possessed for Sale on Compact Lands where such Cigarettes are not a brand of an Approved Manufacturer; and
  - (v) any Cigarettes to which tax indicia has been affixed, was caused to be affixed, or the tax paid thereon as required by Section 5.01(c) or (d) of this Compact, where such Cigarettes are not a brand of an Approved Manufacturer.
- (b) Notwithstanding any provision of this Compact to the contrary, any Pack of Cigarettes Sold by a Licensed Retailer, in the possession of a Licensed Retailer, or in transit to a Licensed Retailer with proper bills of lading from a Licensed Distributor in each case bearing the indicia of payment of excise tax described in Section 5.02(a) shall be deemed to be bearing indicia of payment of State excise tax for all purposes of State law and, in any event, shall be deemed not to be a common nuisance or contraband pursuant to State law and not subject to seizure, forfeiture, confiscation or destruction pursuant to State law or process on grounds of non-payment of any State tax.
- (c) Notwithstanding any provision of this Compact to the contrary, any Cigarette in the possession of a Licensed Distributor with premises on Compact Lands or which are in transit, with proper bills of lading showing shipment from the relevant Tobacco Product Manufacturer or its importer to a Licensed Distributor with premises on Compact Lands, but in either case not bearing indicia of payment of excise tax pursuant to Section 5.02(a), or for which tax has not been paid pursuant to Section 5.01(d), shall be deemed not to be a common nuisance or contraband pursuant to State law and not subject to seizure, forfeiture, confiscation or destruction pursuant to State law or process, in each case on grounds of non-payment of State excise tax, if the related Tobacco Product Manufacturer is an Approved Manufacturer.
- (d) Any Tobacco Product, other than Cigarettes, which is in the possession of a Licensed Distributor with premises on Compact Lands or is in transit, with proper bills of lading showing shipment from the relevant manufacturer or its importer to a Licensed Distributor with premises on Compact Lands, but in either case not bearing indicia of payment of excise tax pursuant to Section 5.02(a), or for which tax has not been paid pursuant to Section 5.01(d), shall be deemed not to be a common nuisance or contraband pursuant to State law and not subject to seizure, forfeiture, confiscation or destruction pursuant to State law or process, in each case on grounds of non-payment of any State tax.
- (e) Any Tobacco Product, other than Cigarettes described in Section 5.02(c), in the possession of a Consumer which a Consumer can demonstrate was purchased from a Licensed Retailer, shall be deemed not to be a common nuisance or contraband pursuant

*(continued)*

- to State law and not subject to seizure, forfeiture, confiscation or destruction pursuant to State law or process on grounds of non-payment of any State tax.
- (f) In the event KSAG or KDOR has actual knowledge that any Pack of Cigarettes described in Section 5.02(c) or (d) or any Tobacco Product described in Section 5.02(e) is seized or confiscated under color of State law or process as in effect from time to time, then KSAG or KDOR, as applicable, shall transmit written notice of such seizure or confiscation to the Tribe within two Business Days of first acquiring such actual knowledge.
- (g) Notwithstanding any provision of this Compact to the contrary, the possession, gift, or use on Qualified Tribe Lands of noncommercial privately produced tobacco for religious or ceremonial use shall be exempt from taxation by State and may be exempt from taxation by Tribe. Such tobacco shall be deemed not to be a common nuisance or contraband pursuant to State law and not subject to seizure, forfeiture, confiscation or destruction as a common nuisance or contraband pursuant to State law or process, in each case on grounds of non-payment of any State tax. For purposes of this Section 5.02(h), "tobacco" shall mean any plant, including parts or products thereof, within the genus *Nicotiana* and which does not constitute a "controlled substance" within the meaning of 21 U.S.C. § 802(6).
- (h) For purposes of this Section 5.02 only, references to "State law" mean K.S.A. § 79-3323 and the Escrow Statutes as each may be amended from time to time.

#### ARTICLE VI AUDITS AND INSPECTIONS

**Section 6.01. Purpose.** The purpose of this Article VI is to provide a process for regular verification of the requirements of this Compact. The verification process is intended to reconcile data from all sources that make up the stamping, Selling, and taxing activities under this Compact.

**Section 6.02. Tribe to Contract with Third Party Auditor.** The Tribe and the State agree that, for purposes of verifying compliance with this Compact, the Tribe will contract with and retain an independent third party auditor (the "Auditor"). The Tribe and the State shall each bear fifty percent (50%) of the costs of the auditing services. The Tribe and the State shall be entitled to freely communicate with the Auditor; *provided, however*, that all information provided to the State by Auditor shall be provided directly to KDOR. The Tribe shall select the Auditor, subject to the approval of the KSAG; *provided, further*, that such approval shall not be unreasonably withheld; *provided, further*, that the Tribe's selection of any Auditor possessing a valid Kansas Permit to Practice issued by the Kansas Board of Accountancy shall be deemed approved by the KSAG. The Auditor will review records on an annual calendar year basis to issue an annual report and certification as provided in this Article VI.

**Section 6.03. Audit Protocol.** To verify compliance with this Compact, the Auditor must adhere to the following protocol:

- (a) **Period Under Review.** The Auditor must review records for the calendar year under audit and may review records for earlier years that are after the Effective Date but only as necessary for an internal reconciliation of the relevant books. Subject to the foregoing, records relating to any period before the Effective Date are not open to review. In situations where the Auditor is responsible for verifying records on less than an annual basis, the period under review shall not include years previously reviewed by the Auditor, except when a violation is alleged to have occurred during the period previously reviewed.
- (b) **Records to be Examined.** The Auditor must review Tribal Tax Department books and records for records and invoices of stamp purchases, records and invoice of Sales of stamped Cigarettes, stamp inventory, the stamping process, products Sold, product inventory records, and such additional records as are necessary to verify (1) the Units Sold, (2) the retail Selling price, including application of Tribal Sales and excise taxes, and (3) procedures demonstrating Tribe's compliance with Sections 4.01 and 5.01 of this Compact, all with respect to Sales of Cigarettes by Licensed Retailers on Compact Lands. In all situations, the Auditor is not responsible for examining, and shall not examine, records that do not relate to the stamping, Selling, or taxing activities of the Tribe, any Tribal Affiliate, or Tribe's licensees, unless a review of the records is necessary to an internal reconciliation of the books of the Tribe, any such Tribal Affiliate or any such licensee.

- (c) **Audit Standard.** Each audit performed pursuant to this Article VI shall be performed in accordance with generally accepted auditing standards.

**Section 6.04. Audit Report and Certification.** After each annual audit, the Auditor shall issue to KDOR and the Tribe an audit report and a certification, as further described below, with respect to compliance with this Compact. The annual audit report shall set forth the total Units Sold attributable to each Tobacco Product Manufacturer by Licensed Retailers on Compact Lands during the relevant period. The annual audit report shall also include a certified statement of the Auditor to the KDOR that the Auditor finds the Tribe to be in compliance with Sections 4.01 and 5.01 of this Compact or else that the Tribe is in compliance except for specifically listed items that are explained in the annual report.

**Section 6.05. Audit Schedule.** Audit reviews shall take place following each calendar year (or portion thereof) during the term of this Compact, with an audit report submitted no later than April 1 following such calendar year.

**Section 6.06. Joint Audit Implementation and Review.** The Tribe and the State shall meet jointly with the Auditor prior to the beginning of each annual audit. The purpose of such meeting will be to discuss the objectives of the upcoming audit, the expectations of the Tribe and of the State, the standards to be used in such audit, and any issues regarding conduct of the audit, records pertinent to the audit or the contents of the Auditor's report. Subsequent meetings before and during the audit may be held as required. As soon as practicable after the issuance of the Auditor's report and certification, the Tribe and the State may meet jointly with the Auditor as often as required to review the audit report and discuss any issue of concern. In the event that either the Tribe or the State disagrees with the Auditor's report or certification, or any audit finding contained therein, either Party may notify the other of the disagreement and follow the procedures for resolution of the disagreement in Article VII of this Compact.

**Section 6.07. Inspections.**

- (a) The Parties agree that, subject to the requirements and limitations of this Section 6.07, agents or employees of the Tribal Tax Department and agents or employees of KSAG and/or KDOR will conduct joint inspections of Licensed Retailers and Licensed Distributors located on Compact Lands. In connection with any such joint inspection, the Tribe shall permit such agents or employees of the Tribe and agents or employees of KSAG and/or KDOR to review all documentation collected and maintained by the Tribal Tax Department pursuant to Section 4.01(b) and Section 4.01(d).

The agents or employees of the Tribe and agents or employees of KSAG and/or KDOR shall agree to a random sampling methodology for each joint inspection based on generally recognized valid and reliable sampling techniques. The Parties further agree such joint inspections shall not involve complete audits or complete inventories but shall be limited to random sample inspections of stock, tax indicia, and documentation on hand at the premises of a Licensed Retailer or Licensed Distributor, as applicable, for the purposes of verifying that all Cigarettes offered or intended for Sale by any Licensed Retailer on Compact Lands (i) are solely brands of Approved Manufacturers, (ii) were acquired from a Licensed Distributor, and (iii) bear indicia of payment of excise tax to the extent required in Section 5.02. In any event, such joint inspections shall not be disruptive of the business operations of any Licensed Retailer or Licensed Distributor.

- (b) The State reserves the right hereunder to initiate and participate in up to twelve joint inspections described in Section 6.07(a) per calendar year, with a limit of up to two (2) such joint inspection per calendar month; *provided, however*, that joint inspections of any one or more separate premises on the same Business Day shall only constitute one "joint inspection" for purposes of the preceding limitations; *provided, further*, that if the State and Tribe inspection team notes any violations of this Compact by one or more Licensed Retailers or Licensed Distributors during any such joint inspection, the State may initiate, by giving notice in accordance with Section 6.07(c), one follow-up joint inspection with the Tribe of all premises involved in such violations on a subsequent Business Day following the earlier of notice of completed cure or conclusion of any cure period pursuant to Section



7.01(a) related to such violations, with such follow-up joint inspection not counting against the monthly or annual limits set forth in this sentence.

- (c) The Tribe shall make its personnel available for joint inspections permitted hereunder on a Business Day between the hours of 9:00 a.m. and 4:30 p.m. upon prior email notice to the Tribe transmitted by a representative of the State by 10:00 a.m. one Business Day prior to the requested inspection. State representatives and Tribal representatives shall coordinate the details of the joint inspection by 3:00 p.m. on the day of such email notice. Any email notice provided to the Tribal Tax Department pursuant to the Section 6.07 shall be given to the Tribal Chairman at tax.department@ktik-nsn.gov or by written notice.
- (d) Any Packs of Cigarettes found for Sale at a Licensed Retailer during a permitted joint inspection that are not brands of an Approved Manufacturer or that do not bear indicia of payment of excise tax as required in Section 5.02 shall be removed by the Tribal Tax Department until the matter is resolved.
- (e) This Section 6.07 does not limit the Tribe from unilateral enforcement of its laws and regulations and does not authorize the State to unilaterally conduct inspections of Licensed Retailers or Licensed Distributors on Compact Lands; *provided, however*, that the State may conduct test purchases from Licensed Retailers located on Compact Lands and may conduct unobtrusive observation of those portions of Licensed Retailer and Licensed Distributor premises located on Compact Lands which are open to the general public.

## ARTICLE VII DISPUTE RESOLUTION

### Section 7.01. General.

- (a) In the event Tribe is in default of its obligations pursuant to Section 4.01, Article V or Article VI of this Compact, Tribe shall cure such default within thirty days following receipt of written notice of such default from the State. The Tribe or its representatives shall promptly provide written notice of completion of such cure to State. In the event Tribe does not cure such default, the State may initiate dispute resolution procedures in accordance with the remainder of Article VII of this Compact.
- (b) For purposes of this Article VII, each of the State and the Tribe may be referred to as a “**Dispute Party.**” Each Dispute Party warrants that it will use its best efforts to negotiate an amicable resolution of any and all disagreements, controversies or claims between any or all Tribal Claim Parties and the State (each, a “**Dispute**”) arising out of or in connection with this Compact (including without limitation claims relating to the validity, construction, performance, breach and/or termination of this Compact). Negotiation pursuant to this Section 7.01(b) shall be commenced by one Dispute Party providing written notice to the other Dispute Party of the existence of a Dispute. The written notice shall provide a concise summary of the nature of the Dispute. Promptly following delivery of any such written notice, and in no event later than thirty (30) days following such delivery, the Governor of the State of Kansas and the Tribe’s Chairperson, or their respective designees, shall commence good faith negotiations to resolve such Dispute(s). If the Dispute Parties are unable to negotiate an amicable resolution of any such Dispute within thirty (30) days following such commencement of good faith negotiations or such longer time period as the Dispute Parties may mutually agree in writing, either Dispute Party may submit the matter to arbitration for final resolution. Notwithstanding the foregoing or any other provision of this Compact to the contrary, either Dispute Party may immediately commence arbitration proceedings for the purpose of seeking emergency relief pursuant to the Rules addressing “Emergency Measures of Protection.”

### Section 7.02. Arbitration.

- (a) *Initiation; Selection of Panel.* Subject to the requirements of Section 7.01, arbitration may be initiated by either Dispute Party by serving written notice to the other Dispute Party and by complying with the requirements of the Rules. Within seven days following initiation of the arbitration proceedings, each Dispute Party shall notify the other Dispute Party and the AAA of its disinterested and independent nominee for an arbitrator. If the Dispute Parties agree upon the nomination of a single arbitrator for the Dispute

within ten days following initiation of arbitration, such nominee shall serve as sole arbitrator of the Dispute. If the Dispute Parties do not agree to a single arbitrator, the arbitration panel shall consist of three disinterested and independent arbitrators. In that event, the two arbitrators nominated by the Dispute Parties shall nominate the third disinterested and independent arbitrator to serve with them. In the event the two arbitrators fail for any reason to name the third arbitrator within seven days, the AAA shall name the third arbitrator. In any event, such third arbitrator shall serve as chairperson of the arbitration panel. Notwithstanding the foregoing, the Rules shall govern the selection and number of arbitrators for any Dispute governed by the Emergency Measures of Protection or Expedited Procedures provisions of the Rules, or both.

- (b) *Rules; Federal Question; Choice of Law.* Except as the Dispute Parties may subsequently agree otherwise in writing, the arbitration shall be conducted and enforced in accordance with the Commercial Arbitration Rules and Mediation Procedures (the “**Rules**”) of the (“**AAA**”), as such Rules may be modified by this Compact, the Federal Arbitration Act, and to the extent not preempted by the Federal Arbitration Act, the Kansas Uniform Arbitration Act. The Parties agree and acknowledge that judicial resolution and enforcement of any Dispute or a settlement or arbitration decision issued hereunder with respect thereto, involves questions of federal law. The law governing any Dispute shall be limited to applicable federal law, the common law of the United States, and Kansas law, in that order and without reference to internal conflicts of laws principles.
- (c) *Proceedings.* Any arbitration shall be conducted at a place designated by the arbitration panel in Topeka, Kansas or any other location as the Dispute Parties may mutually agree in writing. Except for proceedings governed by the Rules on “Emergency Measures of Protection” or by the “Expedited Procedures” contemplated by the Rules, if applicable, the arbitration panel shall commence proceedings within 30 days of appointment of the final arbitrator, and hold proceedings providing each Dispute Party a fair opportunity to present its side of the Dispute, together with any documents or other evidence relevant to resolution of the Dispute. The arbitration decision shall be final and binding upon the Parties unless, during or following completion of the arbitration proceedings, the Dispute Parties have met and arrived at a different settlement of the Dispute. The arbitrators shall have the power to grant equitable or injunctive relief and specific performance of this Compact. The arbitrators shall not have the power to award monetary relief, including damages, penalties, or costs and expenses, including attorneys’ fees, to the extent not otherwise expressly permitted by the terms of this Compact. The Parties and the arbitrators shall maintain strict confidentiality with respect to the arbitration.
- (d) *Expenses.* The reasonable expenses of Dispute resolution shall be paid equally by the Dispute Parties, who shall also pay their own expenses; *provided, however*, that any Dispute Party who (1) fails or refuses to submit to arbitration following a proper demand by any other Dispute Party, or (2) fails or refuses to voluntarily comply with the terms of any settlement or arbitration decision issued hereunder, shall bear all costs and expenses, including reasonable attorneys’ fees, incurred by such other Dispute Party in compelling arbitration of any Dispute or enforcing any settlement or arbitration decision.
- (e) *Enforcement.* If enforcement of a settlement or arbitration decision becomes necessary by reason of failure of one or more Parties to implement its terms voluntarily, or if one of the Dispute Parties refuses to participate in arbitration as provided in this Section 7.02 and the other Dispute Party seeks enforcement of any provision of this Compact, the Parties agree that, subject to the limited waivers of sovereign immunity contained herein, the matter may be resolved by judicial resolution and enforcement and that venue for judicial resolution and enforcement shall be in the United States District Court for Kansas pursuant to the specific provisions of this Compact, in any other court of competent jurisdiction, and in any other court having appellate jurisdiction over any such court. In any such proceeding, service on any Dispute Party shall be effective if made by certified mail, return receipt requested to the address set forth in or otherwise designated pursuant to Section 8.06.

(continued)

**Section 7.03. Limited Waivers by Tribe.** The Tribe hereby waives its sovereign immunity, its right to require exhaustion of tribal remedies, and its right to seek tribal remedies with respect to any Dispute, effective only if the Tribe fails to implement the terms of a settlement or arbitration decision voluntarily or refuses to participate in arbitration, and subject to the following specific limitations:

- (1) *Limitation of Claims.* The limited waiver granted pursuant to this Section 7.03 shall encompass (A) claims which seek monetary relief for direct damages attributable to Tribe's breach of this Compact and for costs and expenses, including reasonable attorneys' fees, to the limited extent provided in Section 7.02(d), (B) claims for equitable remedies, and (C) actions to compel Dispute resolution by arbitration or for enforcement of a settlement or arbitration decision as provided in this Article VII. Notwithstanding the foregoing or any other provision of this Compact to the contrary, such limited waiver shall in no event extend to or encompass claims which seek indirect, incidental, special, consequential, punitive, exemplary or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost Sales or profits, whether or not any Party has been advised of the likelihood of such damages) against Tribe or any Tribal Affiliate, and neither Tribe nor any Tribal Affiliate shall be liable for any such damages.
- (2) *Time Period.* The limited waiver granted pursuant to this Section 7.03 shall commence upon the Effective Date of this Compact and shall continue until the date of its termination or cancellation pursuant to the terms of this Compact, except that the limited waiver shall remain effective for any proceedings then pending or initiated within 180 days following termination of this Compact for breach, and all permitted appeals therefrom.
- (3) *Recipient of Waiver.* The limited waiver granted pursuant to this Section 7.03 is granted to and for the sole benefit of the State, and may not be assigned or granted to any other individual or entity.
- (4) *No Revocation.* The Tribe agrees not to revoke its limited waiver of sovereign immunity contained in this Section 7.03. In the event of any such revocation, the State may, at its option, declare this Compact terminated for breach by the Tribe.
- (5) *Limitation Upon Damages.* Any monetary award or awards against the Tribe shall be limited, in the aggregate, to an amount equal to total tax revenues and gross profits actually received by the Tribe or Tribal Affiliates attributable to the Sale of Cigarettes during the term of this Compact.
- (6) *Credit of the Tribe and Tribal Affiliates.* Except as otherwise expressly provided in this Section 7.03, the limited waiver granted pursuant to this Section 7.03 shall not implicate or in any way involve the credit of the Tribe or any Tribal Affiliate.

**Section 7.04. Limited Waiver by State.** The State hereby waives its sovereign immunity, effective only if the State fails to implement the terms of a settlement or arbitration decision voluntarily or refuses to participate in arbitration pursuant to this Compact, subject to the following specific limitations:

- (1) *Limitation of Claims.* The limited waiver granted pursuant to this Section 7.04 shall encompass (A) claims which seek monetary relief for direct damages attributable to State's breach of this Compact and for costs and expenses, including reasonable attorneys' fees, to the limited extent provided in Section 7.02(d), (B) claims for equitable remedies, and (C) actions to compel Dispute resolution by arbitration or for enforcement of a settlement or arbitration decision as provided in this Article VII. Notwithstanding the foregoing or any other provision of this Compact to the contrary, such limited waiver shall in no event extend to or encompass claims which seek indirect, incidental, special, consequential, punitive, exemplary or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost Sales or profits, whether or not any Party has been advised of the likelihood of such damages) against the State, and the State shall not be liable for any such damages.
- (2) *Time Period.* The limited waiver granted pursuant to this Section 7.04 shall commence upon the Effective Date of this Compact and shall continue until the later of the date of its termination or cancellation pursuant to the terms of this Compact or the date on which the State has no surviving obligations pursuant to Section 8.02 and no surviving payment obligations pursuant to Section 4.02(a), except that the limited waiver shall remain effective for any proceedings pending on such date or initiated within 180

days following termination of this Compact for breach, and all permitted appeals therefrom.

- (3) *Recipient of Waiver.* The limited waiver granted pursuant to this Section 7.04 is granted to and for the sole benefit of the Tribe (for itself and the other Tribal Claim Parties), and may not be assigned or granted to any other individual or entity.
- (4) *No Revocation.* The State agrees not to revoke its limited waiver of sovereign immunity contained in this Section 7.04. In the event of any such revocation, the Tribe may, at its option, declare this Compact terminated for breach by the State.
- (5) *Limitation Upon Damages.* Any monetary award or awards against the State shall be limited, in the aggregate, to an amount equal to total tax revenues and gross profits actually received by the Tribe or Tribal Affiliates attributable to the Sale of Cigarettes during the term of this Compact.

## ARTICLE VIII MISCELLANEOUS

### Section 8.01. Other Compacts.

- (a) During the Term of this Compact, State may enter into and be party to one or more compacts or other agreements regarding possession, transport, distribution, or Sale of Cigarettes or other Tobacco Products, including but not limited to taxation and es-crow collection, with the Iowa Tribe of Kansas and Nebraska, the Prairie Band Potawatomi Nation, or the Sac and Fox Nation of Missouri in Kansas and Nebraska.
- (b) State shall not enter into or be party to any such compact or agreement with any Indian Tribe during the Term of this Compact, except as otherwise provided in Section 8.01(a).

**Section 8.02. Confidentiality.** All information provided hereunder to the State shall be provided directly to KDOR and shall be treated as confidential pursuant to K.S.A. 2015 Supp. Sections 50-6a11(e), 50-6a11(f), and 75-5133; *provided, however*, that the State is permitted to provide or share such information pursuant to K.S.A. 2015 Supp. Sections 50-6a11(a) or 75-5133(b)(19).

**Section 8.03. No Concessions.** By entering into this Compact, the Parties acknowledge and agree that, except as expressly provided herein, the Tribe does not concede that: (a) the laws of the State, including any taxation or civil regulatory laws, apply to the Tribe, its members or any Tribe Affiliate regarding activities and conduct on Qualified Tribe Lands or otherwise within the Tribe's jurisdiction; or (b) the Qualified Tribe Lands are located in or within the State or are otherwise part of the State. By entering into this Compact, the Parties acknowledge and agree that, except as expressly provided herein, the State does not concede that its interests, jurisdiction or sovereignty, as authorized, permitted or recognized by federal law, is diminished, limited or preempted in any manner.

**Section 8.04. Most-Favored Nation.** The State agrees that Tribe may propose an amendment to this Compact by written notice to the State based upon any provision of a compact permitted by Section 8.01 which Tribe desires to include as a provision in this Compact. If the State Legislature does not approve such proposed amendment at the legislative session next following the Tribe's request for such amendment, Tribe may terminate this Compact at any time thereafter by providing thirty days' written notice to State.

### Section 8.05. Construction.

- (a) Each Party has received independent legal advice from its attorney(s) of choice and neither Party shall be deemed the author or drafter of this Compact. Therefore, any rule or canon of construction (whether pertaining to contracts, statutes, treaties or otherwise) that, in the case of an ambiguity, such ambiguity is construed against the author or drafter is not applicable. The language of all parts of this Compact shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. It is the intent of the Parties that this Compact shall be construed to reflect that the Parties are of equal stature and dignity and have dealt with each other at arm's-length. Accordingly, any statutory or judicial rules or canon concerning the construction of vague or ambiguous terms (whether pertaining to contracts, statutes, treaties or otherwise) that might otherwise be used in the interpretation or enforcement of this Compact, including construction of ambiguities either in favor of or against a state or Indian Tribe, is not applicable to this Com-

pact and shall not obtain to the benefit or detriment of any Party, nor shall the terms and conditions of this Compact be extended by implication to the benefit or detriment of any Party, it being the intent of the Parties that the construction of this Compact shall be controlled by its express terms and not by implication.

- (b) The Article, Section and other headings contained in this Compact are for reference purposes only and shall not affect the meaning or interpretation of this Compact.

**Section 8.06. Notice.** Except as otherwise expressly provided in Section 6.07(c), any notices or communications required or permitted to be given hereunder shall be in writing and shall be sent by manual delivery, overnight courier or United States certified mail (postage prepaid and return receipt requested) addressed to the respective Party at the address specified below, or at such other address as such Party shall have specified to the other Parties hereto in writing.

If to the Nation:

Chairperson and Tribal Council  
Kickapoo Tribe in Kansas  
1107 Goldfinch Rd.  
Horton, KS 66439

If to the State:

Office of the Governor  
300 SW 10th Ave., Ste. 241S  
Topeka, KS 66612-1590

with copies to:

Office of the Kansas Attorney General  
120 SW 10th Ave., 2nd Floor  
Topeka, KS 66612-1597

and

Secretary of Revenue  
915 SW Harrison Street, Second Floor  
Topeka, KS. 66612-1588

All periods of notice shall be measured from, and such notices or communications shall be deemed to have been given and received on, the date of delivery as evidenced by the signed receipt of such notice or communication by the addressee or its authorized representative.

**Section 8.07. Limited Purpose.** Nothing in this Compact shall be deemed to authorize the State to regulate or tax the Tribe, its members, or any Tribal Affiliate or to interfere with the Tribe’s government or internal affairs. This Compact shall not alter, limit, diminish or preempt Tribal, federal or State sovereignty, authority, civil adjudicatory jurisdiction or criminal jurisdiction, except as expressly provided herein. Subject to Section 2.03 and the provisions of this Compact regarding Approved Manufacturers, nothing in this Compact shall require that the Tribe, any Tribal Affiliate, or any Licensed Retailer or Licensed Distributor obtain or maintain any license from, or otherwise submit to the jurisdiction of, the State. Nothing in this Compact shall constitute a stipulation by any party as to the actual boundaries of Tribe’s federal-ly-established reservation.

**Section 8.08. Entire Agreement; Amendments.** This Compact constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between or among the Parties, with respect to the subject matter hereof. Subject to Section 8.04, this Compact can only be amended or modified with the same formality required to make the original Compact valid and enforceable.

**Section 8.09. No Assignment; Beneficiaries.** This Compact is personal in nature, and no Party may directly or indirectly assign or transfer it by operation of law or otherwise. Nothing in this Compact, express or implied, is intended to or shall confer upon any individual or entity, other than the Parties hereto, any right, benefit or remedy of any nature whatsoever under or by reason of this Compact; *provided, however*, that subject to the terms and provisions of Article VII, each Tribal Claim Party (other than the Tribe) is an express third-party beneficiary of this Compact.

**Section 8.10. Survival.** Upon the termination or cancellation of this Compact, the obligations of the parties hereunder shall terminate, except that the provisions of Sections 7.01, 7.02, 7.03, 7.04, and 8.02 shall survive such termination or cancellation and the State’s payment obligations pursuant to Section 4.02(a) shall survive such termination or cancellation only until satisfaction of such obligations.

**Section 8.11. Severability.** The terms, provisions, agreements, covenants and restrictions of this Compact are non-severable and, unless otherwise agreed to by the Parties, this Compact shall terminate if any term, provision, agreement, covenant or restriction in this Compact is held by a court of competent jurisdiction or other authority to be invalid, void, or otherwise unenforceable. In the event either Party has actual knowledge that the validity or enforceability of this Compact or any of its terms, provisions, agreements, covenants or restrictions are being challenged in a court of competent jurisdiction or other authority, such Party shall transmit written notice thereof to the other Party within three Business Days of acquiring such actual knowledge. The Parties agree to reasonably cooperate with each other and oppose any such challenge.

IN WITNESS WHEREOF, the Parties hereto have executed this Compact as of the respective dates indicated below.

**Kickapoo Tribe in Kansas**  
By: Lester Randall, Chairperson  
Dated: December 1, 2016

**The State of Kansas**  
By: Sam Brownback, Governor  
Dated: December 21, 2016

State of Kansas

Office of the Governor

Message from the Governor  
Regarding Compact with Tribal Nation

In consultation with the Attorney General and the Department of Revenue, and pursuant to my authority under Article 1, Section 3 of the Constitution of the State of Kansas, I have entered into the following Compact:

- Compact Relating to Cigarette and Tobacco Sales, Taxation and Escrow Collection with the Kickapoo Tribe in Kansas as of December 21, 2016.

I hereby give notice of this executive action and transmit the Compact to the Legislature for the required approval pursuant to applicable law.

Dated January 24, 2017

Sam Brownback  
Governor

COMPACT RELATING TO CIGARETTE SALES,  
TAXATION AND ESCROW COLLECTION

Between  
The Sac and Fox Nation of Missouri In  
Kansas and Nebraska

and

The State of Kansas

This Compact Relating to Cigarette Sales, Taxation and Escrow Collection (“Compact”) is entered into between the Sac And Fox Nation Of Missouri In Kansas And Nebraska (“Tribe”) and the State of Kansas (“State”) and its agencies. The Tribe and the State are collectively referred to as the “Parties.” The Parties agree as follows:

WHEREAS, the Tribe is a federally-recognized tribe with certain sovereign powers of self-government;

WHEREAS, the State is a state within the United States of America possessed of full powers of state government;

(continued)

WHEREAS, the Tribe is situated on and occupies a federally-established Indian Reservation situated, in part, in the northeastern part of Kansas;

WHEREAS, federal law recognizes that tribal jurisdiction exists on Qualified Tribal Lands regarding the rights of an Indian Tribe to pass its own laws and be governed by them, including the right to levy taxes and regulate commerce;

WHEREAS, it is in the best interests of both the State and the Tribe to prevent disputes between the Parties regarding possession, transport, distribution, and Sale of Cigarettes and other Tobacco Products, including but not limited to taxation and escrow collection, in the State of Kansas, on Compact Lands;

WHEREAS, on November 23, 1998, the State became party to the MSA;

WHEREAS, certain Tobacco Product Manufacturers, which are party to the MSA, are obligated, in return for a release of past, present and certain future claims against them as described therein, to pay substantial sums to State (tied in part to their volume of Sales); to fund a national foundation devoted to the interests of public health; and to make substantial changes in their advertising and marketing practices and corporate culture, with the intention of reducing underage smoking;

WHEREAS, it would be contrary to the policy of State if Tobacco Product Manufacturers who determine not to enter into such a settlement could use a resulting cost advantage to derive large, short-term profits in the years before liability may arise without ensuring that State will have an eventual source of recovery from them if they are proven to have acted culpably;

WHEREAS, the State entered into a Secondary Settlement Agreement with certain participating Tobacco Product Manufacturers in 2012 settling State's obligations under the MSA and disputes regarding certain payment adjustments under the MSA with respect to NPMs (as that term is defined below) for calendar years 2003-2012;

WHEREAS, as part of said Secondary Settlement Agreement, State has agreed to undertake certain diligent enforcement efforts of its Cigarette and other Tobacco Product laws and more specifically, its MSA laws on Qualified Tribal Lands within the borders of State;

WHEREAS, the Parties are of the opinion that cooperation between the Tribe and the State is mutually productive and beneficial;

WHEREAS, the State and the Tribe agree that it will serve the interests of both the State and the Tribe for the Tribe to be able to generate revenue for governmental purposes through the collection of certain Tribal taxes in accordance with this Compact and resolve their differences regarding the collection of escrow on certain Cigarettes Sold on Compact Lands;

WHEREAS, the Tribe has the authority pursuant to Article V of its Constitution to enter into agreements with the State and to enter into agreements for the economic benefit of the Tribe.

NOW THEREFORE, the State, as signed by the Governor and approved by the Kansas Legislature, and the Tribe, as approved by the Tribe's Tribal Council hereby enter into this Compact for the mutual benefit of the State and the Tribe, to-wit:

#### DEFINITIONS

"**Business Day**" shall mean any day that the governmental offices of the Tribe and State are open for business.

"**Carton**" shall mean a container of two hundred (200) Cigarettes, whether consisting of either eight or ten Packs.

"**Cigarette**" shall mean any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use and consists of or contains:

- (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco;
- (2) tobacco, in any form, that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, Consumers as a Cigarette; or
- (3) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, Consumers as a Cigarette described in clause (1) above.

The term "Cigarette" includes "roll-your-own" (i.e., any tobacco which, because of its appearance, type, packaging or labeling is suitable for use and likely to be offered to, or purchased by, Consumers as tobacco for making Cigarettes). For purposes of this definition, 0.09 ounces of "roll-your-own" tobacco shall constitute one individual "Cigarette."

"**Compact**" shall mean this agreement;

"**Compact Lands**" shall mean:

- (1) Lands within the boundaries of the State of Kansas that are within the Tribe's Reservation as established in the treaty between the United States of America and the Tribe dated March 6, 1861 and ratified February 6, 1863; and
- (2) The following lands once the Secretary of the Department of Interior has fully acquired such land into trust for the beneficial use of the Tribe as authorized in accordance with Section 5 of the Indian Reorganization Act, 25 USC 465 and under 25 CFR § 151.10:
  - (A) That part of the Southwest Quarter lying east of the present U.S. Highway No. 75 in Section 15, Township 4, Range 15, Brown County, Kansas;
  - (B) All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 9 in the City of Reserve, Brown County, Kansas;
  - (C) A tract of land located in the West One-Half of the Southeast One-Quarter of Section 12, Township 1 South, Range 16 East of the Sixth Principal Meridian, Brown County, Kansas, being more particularly described as follows: Beginning at the Center One-Quarter Corner of said Section 12, Thence N89°16'58"E and along the North line of said Southeast One-Quarter a distance of 1328.13 feet to the Northeast Corner of the West One-Half of said Southeast One-Quarter; Thence S00°13'17"E and along the East line of said West One-Half a distance of 1486.02 feet to the Northeasterly corner of US Highway 73 Right-of-Way as described in District Court Case 12794, Parcel 13; Thence Northwesterly and along the Northerly Right-of-Way of US Highway 73 the following three courses: 1. N56°10'27"W a distance of 801.62 feet; 2. N61°53'27"W a distance of 251.30 feet; 3. N56°02'27"W a distance of 535.70 feet to a point on the West line of said Southeast One-Quarter; Thence N00°10'27"W and along the West line of said Southeast One-Quarter a distance of 605.50 feet to the Point of Beginning, containing 31.83 acres. AND A tract of land located in the West One-Half of the Southeast One-Quarter of Section 12, Township 1 South, Range 16 East of the Sixth Principal Meridian, Brown County, Kansas, being more particularly described as follows: Beginning at the South One-Quarter Corner of said Section 12, Thence N00°10'27"W and along the West line of said Southeast One-Quarter a distance of 1840.94 feet to the Southwesterly corner of US Highway 73 Right-of-Way as described in District Court Case 12794, Parcel 13; Thence Southeasterly and along the Southerly Right-of-Way of US Highway 73 the following three courses: 1. S56°10'27"E a distance of 623.45 feet; 2. S50°14'51"E a distance of 352.14 feet; 3. S56°10'27"E a distance of 654.50 feet to a point on the East line of the West One-Half of said Southeast One-Quarter; Thence S00°13'17"E and along the East line of said West One-Half a distance of 887.43 feet to the Southeast Corner of said West One-Half of the Southeast One-Quarter; Thence S89°16'16"W and along the South line of said Southeast One-Quarter a distance of 1330.31 feet to the Point of Beginning, containing 41.63 acres. Said tracts containing a total of 73.46 acres;
  - (D) A parcel of land located in the Southwest One-Quarter of Section 7, Township 1 South, Range 17 East of the Sixth Principal Meridian, Brown County, Kansas, being more particularly described as follows: Beginning at the South One-Quarter Corner of said Section 7, Thence N89°38'42"W and along the South line of said Southwest One-Quarter a distance of 1563.87 feet to a point on the Easterly Right-of-Way of the Union Pacific Railroad; Thence Northerly and along the Easterly Right-of-Way of the Union Pacific Railroad the following three courses: 1. N06°27'57"W a distance of 1331.84 feet; 2. S89°39'01"E a distance of 50.36 feet; 3. N06°27'57"W a distance of 1331.82 feet to a point on the North line of said Southwest One-Quarter; Thence S89°39'20"E and along the North line of said Southwest One-Quarter a distance of 1798.84 feet; Thence S00°19'01"E

a distance of 210.32 feet to a point on the centerline of Walnut Creek; Thence Southerly and along the centerline of Walnut Creek generally the following nine courses: 1. S16°39'07"W a distance of 74.67 feet; 2. S08°37'19"E a distance of 102.59 feet; 3. S71°28'24"W a distance of 85.07 feet; 4. S76°57'12"W a distance of 86.41 feet; 5. S17°24'59"W a distance of 85.60 feet; 6. S34°27'31"E a distance of 51.75 feet; 7. N65°20'21"E a distance of 49.67 feet; 8. N84°54'06"E a distance of 68.59 feet; 9. S57°01'48"E a distance of 66.38 feet to a point on the East line of said Southwest One-Quarter; Thence S00°19'01"E and along the East line of said Southwest One-Quarter a distance of 125.53 feet to a point on the centerline of Walnut Creek; Thence Southerly and along the centerline of Walnut Creek generally the following five courses: 1. S24°20'03"W a distance of 142.98 feet; 2. S06°00'48"E a distance of 114.90 feet; 3. S02°38'41"W a distance of 195.67 feet; 4. S13°43'53"E a distance of 133.11 feet; 5. S55°33'32"E a distance of 33.42 feet to a point on the East line of said Southwest One-Quarter; Thence S00°19'01"E a distance of 1368.10 feet to the Point of Beginning, containing 100.88 acres. AND A parcel of land located in the Southwest One-Quarter of Section 7, Township 1 South, Range 17 East of the Sixth Principal Meridian, Brown County, Kansas, being more particularly described as follows: Commencing at the Southwest Corner of said Section 7, Thence N00°16'06"W and along the West line of said Southwest One-Quarter a distance of 595.44 feet to the Point of Beginning, Thence N00°16'06"W and along the West line of said Southwest One-Quarter a distance of 726.99 feet; Thence S89°39'01"E a distance of 562.67 feet to a point on the Westerly Right-of-Way of the Union Pacific Railroad; Thence S06°27'57"E and along the Westerly Right-of-Way of the Union Pacific Railroad Right-of-Way a distance of 1289.15 feet to a point on the Northerly Right-of-Way of US Highway 73 as described in District Court Case 12794, Parcel 9; Thence Northwesterly and along the Northerly Right-of-Way of US Highway 73 the following two courses: 1. N60°24'40"W a distance of 724.01 feet; 2. N13°59'07"W a distance of 173.61 feet; Thence N89°43'54"W a distance of 47.31 feet; Thence N00°16'06"W a distance of 75.00 feet; Thence S89°43'54"E a distance of 50.00 feet; Thence S00°16'06"E a distance of 63.99 feet; Thence N13°59'07"W and along the Northerly Right-of-Way of US Highway 73 a distance of 21.02 feet; Thence S89°45'14"W a distance of 25.02 feet to the Point of Beginning, containing 15.11 acres. Said tracts containing a total of 115.99 acres; and

- (E) A tract of land located in the South One-Half of Government Lot 1, Located in the Northwest One-Quarter of Section 15, Township 4 South, Range 15 East of the Sixth Principal Meridian, Brown County, Kansas, being more particularly described as follows: Beginning at the West One-Quarter Corner of said Section 15, Thence N00°33'17"E and along the West line of said Lot 1 a distance of 1292.86 feet to a point 30.00 feet Southerly of the Northwest Corner of the South One-Half of said Lot 1; Thence S89°43'06"E parallel with and 30.00 feet Southerly of the North line of the South One-Half of said Lot 1 a distance of 320.22 feet to the Westerly Right-of-Way of US Highway 75; Thence Southerly and along the Westerly Right-of-Way of US Highway 75 the following five courses: 1. S00°40'04"W a distance of 554.21 feet; 2. S22°15'00"W a distance of 38.08 feet; 3. S00°40'04"W a distance of 30.00 feet; 4. S19°53'17"E a distance of 42.72 feet; 5. S00°40'04"W a distance of 633.40 feet to a point on the South line of said Government Lot 1; Thence N89°46'00"W and along the South line of said Lot 1 a distance of 317.80 feet to the Point of Beginning, containing 9.44 acres.

**"Compact Licensed Distributor"** shall mean any entity licensed under the Tribe's law for distributing Cigarettes to Compact Licensed Retailers.

**"Compact Licensed Retailer"** shall mean any entity licensed under the Tribe's law for the retail Sale of Cigarettes on Compact Lands.

**"Consumer"** shall mean the individual or entity purchasing or receiving Cigarettes or other Tobacco Products for final use.

**"Escrow Statutes"** shall mean Chapter 50, Article 6a of the Kansas Statutes Annotated.

**"Indian Tribe"** shall mean any Indian tribe, band, nation or other organized group or community that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians under the laws of the United States.

**"KDOR"** shall mean the Kansas Department of Revenue.

**"KSAG"** shall mean the Office of the Attorney General of the State of Kansas.

**"MSA"** shall mean the settlement agreement (and related documents) entered into on November 23, 1998 by the State and leading United States Tobacco Product Manufacturers; provided, however, that such term does not include the Secondary Settlement Agreement.

**"NPM"** shall have the meaning set forth for the term "Non-participating manufacturer" in K.S.A. § 50-6a07(g).

**"Pack"** shall mean one package of either twenty (20) or twenty-five (25) Cigarettes.

**"Parties"** or **"Party"** shall mean the State and the Tribe.

**"PM"** shall mean a "participating manufacturer" as that term is used in the Escrow Statutes.

**"Qualified Tribal Lands"** shall mean:

- (1) All land within the borders of the State that is within the limits of any Indian reservation under the jurisdiction of the United States, notwithstanding the issuance of any patent, including rights-of way running through such reservation;
- (2) all dependent Indian communities within the borders of the State;
- (3) all Indian allotments within the borders of the State, the Indian titles to which have not been extinguished, including rights-of-way running through such allotments; and
- (4) any lands within the borders of the State, the title to which is either held in trust by the United States for the benefit of any Indian Tribe or individual, or held by any Indian Tribe or individual subject to restriction by the United States against alienation and over which an Indian Tribe exercises governmental power.

**"Sale"** (and any correlative term, such as **"Sell," "Seller,"** or **"Sold"** shall have the correlative meaning) shall mean any sale, barter, trade, exchange, or other transfer of ownership for value of Cigarettes, no matter how characterized.

**"Secondary Settlement Agreement"** shall mean the 2003 NPM adjustment settlement agreement, which shall include the 2012 term sheet agreement, related to the MSA and to which State is a party.

**"State"** shall mean the State of Kansas, KDOR or KSAG used interchangeably.

**"Tribe"** or **"Tribal"** shall mean the Sac And Fox Nation Of Missouri In Kansas And Nebraska.

**"Tobacco Product Manufacturer"** shall mean an entity that after the Effective Date directly (and not exclusively through any affiliate):

- (1) manufactures Cigarettes anywhere that such manufacturer intends to be Sold in the United States, including Cigarettes intended to be Sold in the United States through an importer;
- (2) is the first purchaser anywhere for resale in the United States of Cigarettes manufactured anywhere that the manufacturer does not intend to be Sold in the United States; or
- (3) becomes a successor of an entity described in paragraph (1) or (2).

The term "Tobacco Product Manufacturer" shall not include an affiliate of a Tobacco Product Manufacturer unless such affiliate itself falls within any of paragraphs (1) through (3) above. Solely for purposes of this definition, the term "affiliate" shall mean a person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another person. Solely for purposes of the preceding sentence, the terms "owns," "is owned" and "ownership" mean ownership of any equity interest, or the equivalent thereof, of 10% or more, and the term "person" means an individual, partnership, committee, association, corporation or any other organization or group of persons.

**"Units Sold"** shall mean, with respect to a particular Tobacco Product Manufacturer for a particular year, the number of individual Cigarettes

(continued)

Sold in the State, including, without limitation, any Cigarettes Sold on any qualified tribal land within the State, by the applicable Tobacco Product Manufacturer, whether directly or through a distributor, retailer, or similar intermediary or intermediaries, during the year in question, for which the State has the authority under federal law to impose excise or a similar tax or to collect escrow deposits, regardless of whether such taxes were imposed or collected by the State.

#### INTRODUCTION

1. The purpose of this Compact is to resolve disputes between the Parties regarding possession, transport, distribution, and Sale of Cigarettes, including but not limited to taxation and escrow collection, on the Qualified Tribal Lands of the Tribe. For the purposes of this Compact, only, and for no other purpose whatsoever, the State and the Tribe agree that the Tribe's Treaties with the United States of America do not exempt, exclude or reserve the Tribe's land from the boundaries of Kansas. For the purposes of this Compact only, and for no other purpose whatsoever, the Tribe's Reservation and Qualified Tribal Lands are within the State of Kansas.
2. For purposes of this Compact, a Tribal-owned entity includes any entity wholly owned by the Tribe or any wholly-owned subsidiary of that entity. The Tribe shall provide the KSAG a list of all Tribal-owned entities relating in any way to manufacturing, handling, delivering, receiving, or Selling of Cigarettes on Compact Lands. The citation to any Kansas statute or regulation in this Compact refers to the version in effect on the date the Compact is executed by the Parties, unless the Parties specifically agree in writing to a modification of the Compact.

#### TERM

3. This Compact shall commence on July 1, 2017 (the "Effective Date").
4. This Compact shall have a term of 10 years subject to automatic renewal absent a requested revision in writing by either Party or requested termination in writing by either Party with such notice occurring at least 60 days prior to the end of the term.
5. Either Party can revoke this Compact in writing at any time, provided the Parties have first attempted to resolve their differences. Before the revocation becomes effective, the revoking Party shall serve a written thirty (30) day notice of intent to revoke the Compact and thereafter schedule a meeting to discuss differences between the Parties with the option of continuing discussions beyond the thirty (30) days, upon joint written agreement of the Parties.

#### LICENSES

6. The Tribe will enact an ordinance or other statutory means for licensing Compact Licensed Distributors which will be authorized to purchase only:
  - (a) Unstamped Cigarettes from federally-licensed manufacturers or their federally-licensed direct importers, or
  - (b) Joint State-Tribal stamped Cigarettes from State stamping agents, licensed under K.S.A. § 79-3303.

Said Tribal license will authorize Compact Licensed Distributors to Sell Cigarettes only to Compact Licensed Retailers licensed under paragraph 7 below; retailers licensed by another tribe which has signed a Compact with the State; or retailers and distributors located in a State other than Kansas that are licensed by a federally-recognized Indian Tribe.

7. The Tribe will enact an ordinance or other statutory means to license retail Cigarette dealers in Compact Lands. The license will be required for the retail Sale of Cigarettes to Consumers in the Compact Lands. The license will permit Compact Licensed Retailers to only purchase, possess and Sell at retail:
  - (a) Cigarettes bearing a joint State-Tribal stamp, as set out in paragraphs 10-18 below, from the Compact Licensed Distributors, and
  - (b) Cigarettes bearing a State stamp from a State-licensed stamping agent.
8. The Tribe will inform the State in writing of the name and address of the licensees issued licenses pursuant to paragraphs 6 and 7 above. Any changes will be updated quarterly if necessary.

#### TAX

9. The Tribe will enact a Cigarette excise tax, which shall be applied equally to all Cigarettes Sold on the Tribe's Compact Lands regard-

less of manufacturer or brand, which shall be collected by the affixation of a joint State-Tribal tax stamp to each Pack of Cigarettes Sold on the Tribe's Compact Lands.

10. State and the Tribe agree that each Pack of Cigarettes that a Compact Licensed Retailer Sells on Compact Lands shall bear a joint State-Tribal tax stamp that will be designed jointly by the Tribe and State.
  - (a) Said stamp shall bear the name "S&F" and "KS" and a logo in a form and color mutually agreeable to both the Tribe and State;
  - (b) State shall cause said stamps to be produced at its sole expense;
  - (c) State shall provide said joint State-Tribal stamps to the Tribe who shall be responsible for providing said State-Tribal stamps to Compact Licensed Distributors which shall be affixed on all Cigarettes to be Sold by Compact Licensed Retailers on Compact Lands;
  - (d) Compact Licensed Distributors shall ship all Cigarettes bearing joint State-Tribal stamps to the Tribe or to a Compact Licensed Retailer at the expense of the Tribe, the Compact Licensed Distributor, or Compact Licensed Retailer. In no circumstance shall the cost of such shipping be paid by State.
11. Only Compact Licensed Distributors can collect Tribal taxes on Cigarettes and affix the joint State-Tribal tax stamps, provided that nothing in this paragraph or Compact shall be construed to limit licensing authority of a Tribal tax commission, agency, or other Tribal tax administration authority.
12. No State Cigarette taxes shall be owed or collected on Cigarettes stamped with the joint State-Tribal tax stamp and Sold on the Tribe's Compact Lands.
13. All Cigarettes Sold by Compact Licensed Retailers on the Tribe's Compact Lands will bear the joint State-Tribal tax stamp.
14. The Tribe's Cigarette excise tax shall be at a minimum \$0.17 per Pack of Cigarettes Sold at retail on Compact Lands.
15. Packs of Cigarettes stamped with the joint State-Tribal tax stamp shall be treated by the State the same as though stamped with the State's tax stamp for purposes of transport and Consumer use in the State outside of the Tribe's Compact Lands and for purposes of possession, distribution, Sale and Consumer use within the Tribe's Compact Lands.
16. Compact Licensed Distributors shall be responsible for affixing the joint State-Tribal tax stamp and paying the tax to the Tribe.
17. The cost of the tax shall be included in all retail Sales of Cigarettes on Compact Lands.
18. The State shall provide to the Tribe joint State-Tribal tax stamps within fifteen (15) days after the date requested and in sufficient amounts to ensure that the Tribe, Compact Licensed Distributors and Compact Licensed Retailers can meet Consumer demand for the purchase of Cigarettes.

#### CIGARETTE SALES

19. The Tribe, Compact Licensed Distributors, and Compact Licensed Retailers will maintain records of all Cigarette Sales made within its jurisdiction sufficient to prove the number of such Sales within Compact Lands.
20. State licensed distributors can Sell unstamped PM brands to Compact Licensed Distributors for stamping with the joint State-Tribal tax stamp and distribution within the Compact Lands.
21. Compact Licensed Distributors shall Sell to Compact Licensed Retailers only Packs of Cigarettes with the joint State-Tribal tax stamp affixed.
22. Compact Licensed Retailers shall Sell only Packs of Cigarettes with the joint State-Tribal tax stamp affixed on Compact Lands.
23. Compact Licensed Distributors shall Sell to Compact Licensed Retailers only brands of Cigarettes that are in compliance with the Escrow Statutes and the Kansas Fire Safety Standard and Firefighter Protection Act, K.S.A. § 31-601, *et seq.*, and listed as compliant brands in the Kansas directories of compliant manufacturers maintained by the KSAG pursuant to the Escrow Statutes.
24. Compact Licensed Retailers shall Sell on Compact Lands only brands of Cigarettes that are in compliance with the Escrow Statutes and the Kansas Fire Safety Standard and Firefighter Protection Act, K.S.A. § 31-601, *et seq.*, and listed as compliant brands in the Kansas directories of compliant manufacturers maintained by the KSAG pursuant to the Escrow Statutes.



25. Tobacco Product Manufacturers and first importers, as defined in the Escrow Statutes, shall be responsible for payment of escrow obligations to the State. Unless acting as a Tobacco Product Manufacturer or first importer, the Tribe is not taking on any obligation to deposit escrow nor is the Tribe required to otherwise satisfy any obligations under the Escrow Statutes unless specifically set forth herein.

#### PAYMENT TO TRIBE

26. The State acknowledges that the Tribe is incurring costs in its efforts to assist the State in ensuring compliance with State tobacco laws and the Secondary Settlement Agreement.
27. The State agrees to reimburse the Tribe for these costs in the amount of Seventy Thousand Dollars (\$70,000.00) for each quarter of the year, with payment to be made on the last day of the quarter (March 31, June 30, September 30, and December 31) during the initial five (5) year term of the Compact. For the following five (5) years during the remaining term of the Compact, the quarterly payment amount shall be increased fifteen percent (15%), as a one-time only increase, over the quarterly payment amount payable during the immediately prior five (5) year period.
28. As provided in Section VII of the Memorandum of Understanding for Voluntary Compliance for Cigarette Sales and Reporting (the "MOU"), entered into between the Tribe and the State, with an effective date of January 1, 2017, for its full compliance with the terms of such MOU, the State agrees to a one-time payment to the Tribe in the amount of \$35,000 to be paid on July 1, 2017.
29. As additional consideration to reimburse the Tribe for economic cost incurred by the tribe in assisting the State in its ongoing diligent enforcement efforts under the MSA and the Secondary Settlement Agreement, the following shall be exempt from tax imposed by the Kansas Retailers' Sales Tax Act, K.S.A. 79-3601 *et. seq.* and amendments thereto: all sales of tangible personal property or services, including the renting and leasing of tangible personal property, purchased by the Tribe or a Tribal-owned entity, and used exclusively for Tribal purposes.

#### GENERAL

30. Compact Licensed Distributors shall provide to the Tribe monthly a brand-specific list showing totals of all Cigarettes delivered to the Tribe and Compact Licensed Retailers for Sale on Compact Lands with the joint State-Tribal tax stamps affixed. The Tribe shall provide to the KDOR monthly a brand-specific list showing totals of all Cigarettes delivered to and Sold on the Tribe's Compact Lands with the joint State-Tribal tax stamp affixed, in a form and format agreed upon by the KDOR and the Tribe. This list for Sales during each calendar month shall be provided no later than 25 days after the end of the month. (For example, brands Sold during the month of January shall be listed and provided by February 25.)
31. The Parties agree that agents or employees of the Tribe and agents or employees of KSAG and/or KDOR will conduct joint inspections of Compact Licensed Retailers and Compact Licensed Distributors located on Compact Lands. In connection with any such joint inspection, the Tribe shall permit such agents or employees of the Tribe and agents or employees of KSAG and/or KDOR to review all documentation collected and maintained by the Tribe pursuant to this Compact.
- The joint inspections shall be conducted using a method as agreed upon by the Parties, *provided, however*, such joint inspections shall not involve complete audits or complete inventories but shall be limited to random sample inspections of stock, tax indicia, and documentation on hand at the premises of a Compact Licensed Retailer or Compact Licensed Distributor, as applicable, for the purposes of verifying that all Cigarettes offered or intended for Sale by any Compact Licensed Retailer on Compact Lands (i) are solely brands of Tobacco Product Manufacturers meeting the requirements as provided in paragraphs 23 and 24, (ii) were acquired from a Compact Licensed Distributor, and (iii) bear indicia of payment of excise tax to the extent required in this Compact. In any event, such joint inspections shall not be disruptive of the business operations nor damage any inventory of any Compact Licensed Retailer or Compact Licensed Distributor.
32. The State reserves the right hereunder to initiate and participate in up to twelve (12) joint inspections described in paragraph 31 per calendar year, with a limit of up to two (2) such joint inspection

per calendar month; *provided, however*, that joint inspections of any one or more separate premises on the same Business Day shall only constitute one "joint inspection" for purposes of the preceding limitations; *provided, further*, that if the State and Tribe inspection team notes any violations of this Compact by one or more Compact Licensed Retailers or Compact Licensed Distributors during any such joint inspection, the State may initiate, by giving notice in accordance with paragraph 33, one follow-up joint inspection with the Tribe of all premises involved in such violations on a subsequent Business Day following the earlier of notice of completed cure related to such violations, with such follow-up joint inspection not counting against the monthly or annual limits set forth in this sentence.

33. The Tribe shall make its personnel available for joint inspections permitted hereunder on a Business Day between the hours of 9:00 a.m. and 4:30 p.m. upon prior email notice to the Tribe transmitted by a representative of the State by 10:00 a.m. one Business Day prior to the requested inspection. State representatives and Tribal representatives shall coordinate the details of the joint inspection by 3:00 p.m. on the day of such email notice. Any email notice provided to the Tribe pursuant to this section shall be given at [tribaltax@sacand-foxcasino.com](mailto:tribaltax@sacand-foxcasino.com) or by written notice.
34. Any Packs of Cigarettes found for Sale at a Compact Licensed Retailer during a permitted joint inspection that are not brands of Tobacco Product Manufacturers meeting the requirements as provided in paragraphs 23 and 24 or that do not bear indicia of payment of excise tax as required in this Compact shall be removed by the Tribe until the matter is resolved.
35. Tribe and State shall select a third party auditor (the "Auditor") for purposes of verifying compliance with this Compact. For purposes of verifying compliance with this Compact, the parties agree to jointly retain said Auditor and shall each bear fifty percent (50%) of the costs of the auditing services. The Auditor must possess a valid Kansas Permit to Practice issued by the Kansas Board of Accountancy. The Tribe and State shall be entitled to freely communicate with the Auditor. The Auditor will review records on an annual calendar year basis and issue an annual report and certification as provided herein.
- Audit Protocol. To verify compliance with this Compact, the Auditor must adhere to the following protocol:
  - Period Under Review. The Auditor must review records for the calendar year under audit and may review records for earlier years that are after the Effective Date but only as necessary for an internal reconciliation of the relevant books. Subject to the foregoing, records relating to any period before the Effective Date are not open to review. In situations where the Auditor is responsible for verifying records on less than an annual basis, the period under review shall not include years previously reviewed by the Auditor, except when a violation is alleged to have occurred during the period previously reviewed.
  - Records to be Examined. The Auditor must review records and invoices of stamp purchases, records and invoices of Sales of joint State-Tribal stamped Cigarettes, joint State-Tribal stamp inventory, the joint State-Tribal stamping process, products sold, product inventory records, and such additional records as are necessary to verify (1) the Units Sold (2) the retail selling price, including application of Tribal sales and excise taxes, and (3) procedures demonstrating the Tribe's compliance with this Compact, all with respect to Sales of Cigarettes on Compact Lands by the Tribe. In all situations, the Auditor is not responsible for examining, and shall not examine, records that do not relate to the stamping, Selling, or taxing activities of the Tribe on Compact Lands.
  - Audit Report and Certification. After each annual audit, the Auditor shall issue an audit report and a certification, as further described below, with respect to compliance with this Compact. The annual audit report shall set forth the total Units Sold attributable to each Tobacco Product Manufacturer by the Tribe during the relevant period. The annual audit report shall also include a certified statement of the Auditor to the KSAG that the Auditor finds the Tribe to be in compliance with this Compact or else that the Tribe is in compliance except for specifically listed items that are explained in the annual report.

(continued)

- (e) Audit Schedule. Audit reviews shall take place following each calendar year (or portion thereof) during the term of this Compact, with an audit report submitted no later than April 1 following such calendar year.
  - (f) Joint Audit Implementation and Review. The Tribe and the State shall meet jointly with the Auditor prior to the beginning of each annual audit. The purpose of such meeting will be to discuss the objectives of the upcoming audit, the expectations of the Tribe and of the State, the standards to be used in such audit, and any issues regarding conduct of the audit, records pertinent to the audit or the contents of the Auditor's report. The Tribe and State agree that the report will audit the processes, controls and the supporting documentation of the Tribe's purchases and Sales of Cigarettes and tobacco products on Compact Lands using both Generally Accepted Auditing Standards and Generally Accepted Accounting Principles. Subsequent meetings before and during the audit may be held as required. As soon as practicable after the issuance of the Auditor's report and certification, the Tribe and the State may meet jointly with the Auditor as often as required to review the audit report and discuss any issue of concern. In the event that either the Tribe or the State disagrees with the Auditor's report or certification, or any audit finding contained therein, either Party may notify the other of the disagreement and follow the procedures for resolution of the disagreement in Article III, Paragraph 1 of this Compact.
36. All information, including but not limited to, any lists showing total Sales of Cigarettes in paragraphs 30 and 31, provided to the State shall be held in confidence and only shared with other states, agencies, or other third parties (to which the State has a legal obligation to share such information), solely for enforcement purposes or for establishing the State's compliance with the MSA, Secondary Settlement Agreement and Escrow Statutes. The State agrees to provide notice to the Tribe ten (10) days prior to the release of such information to any of the Parties listed in this paragraph. The State may not share this information with any other person without written consent from the Compact Licensed Distributor that provided the information. Such information shall further be specifically exempt from disclosure under the Kansas Open Records Act (K.S.A. 45-215 *et. seq.*).
  37. During the Term of this Compact, State may enter into and be party to one or more compacts or other agreements regarding possession, transport, distribution, or Sale of Cigarettes or other Tobacco Products, including but not limited to taxation and escrow collection, with the Iowa Tribe of Kansas and Nebraska, the Kickapoo Tribe in Kansas or the Prairie Band Potawatomi Nation but State shall not enter into or be party to any such compact or agreement with any Indian Tribe other than the foregoing. The State agrees that Tribe may propose an amendment to this Compact by written notice to the State based on any provision of a compact which State may enter into with one or more of the foregoing Indian tribes which Tribe desires to include as a provision in this Compact. Any amendment proposed pursuant to this section will be subject to approval of the Kansas Legislature and the Tribe's Tribal Council.
  38. The reference to and citation of State statutes and laws in this Compact shall be for reference only for the convenience of the Parties and considered nothing more than contractual terms and obligations. While the Tribe agrees to comply with all contractual obligations set forth in this Compact, no reference to or incorporation of laws, rules, or regulations in this Compact shall be construed as a waiver or cession of any sovereign authority or immunity of the Tribe or an agreement by the Tribe to be subject to such laws, rules or regulations within Indian Country except to the extent agreed to herein.
  39. Notwithstanding any provision of this Compact to the contrary, the possession, gift, or use within the Tribe's Compact Lands of non-commercial privately produced tobacco for religious or ceremonial use shall be exempt from taxation by the State and may be exempt from taxation by the Tribe. Such tobacco shall be deemed not to be a common nuisance or contraband pursuant to State law or process, in each case on grounds of non-payment of any State tax. For the purposes of this section, "tobacco" shall mean any plant, including parts or products thereof, within the genus *Nicotiana* and which does not constitute a "controlled substance" within the meaning of 21 U.S.C. 802(6).

40. All notices under this Compact shall be in writing and sent by way of certified U.S. mail to the following officials or their successors in office:

To the Tribe:

Chairperson and Tribal Council  
Sac and Fox Nation of Missouri in Kansas and Nebraska  
305 North Main Street  
Reserve, KS 66434

To the State:

To the Governor:

Office of the Governor  
300 SW 10th Ave., Ste. 241S  
Topeka, KS 66612-1590

To the Attorney General:

Office of the Kansas Attorney General  
120 SW 10th Ave., 2nd Floor  
Topeka, KS 66612-1597

To the Kansas Department of Revenue

Secretary of Revenue  
915 SW Harrison Street, Second Floor  
Topeka, KS. 66612-1588

The Parties agree to provide written notice within thirty (30) days of any change to the above addresses.

**IN WITNESS WHEREOF**, the parties hereto have executed this Compact as of the date first above written.

**Sac and Fox Nation of Missouri in  
Kansas and Nebraska**  
By: Edmore Green  
Chairman of the Tribal Council

**The State of Kansas**  
By: Sam Brownback  
Governor

State of Kansas

Office of the Governor

Message from the Governor  
Regarding Compact with Tribal Nation

In consultation with the Attorney General and the Department of Revenue, and pursuant to my authority under Article 1, Section 3 of the Constitution of the State of Kansas, I have entered into the following Compact:

- Compact Relating to Cigarette Sales, Taxation and Escrow Collection with the Sac and Fox Nation of Missouri in Kansas and Nebraska as of March 10, 2017.

I hereby give notice of this executive action and transmit the Compact to the Legislature for the required approval pursuant to applicable law.

Dated March 14, 2017

Sam Brownback  
Governor

**INDEX TO ADMINISTRATIVE REGULATIONS**

This index lists in numerical order the new, amended and revoked administrative regulations and the volume and page number of the *Kansas Register* issue in which more information can be found. Temporary regulations are designated with a (T) in the Action column. This cumulative index supplements the 2009 Volumes of the *Kansas Administrative Regulations* and the 2016 Supplement of the *Kansas Administrative Regulations*.

**AGENCY 1: DEPARTMENT OF ADMINISTRATION**

Reg. No.	Action	Register
1-2-74	Amended	V. 35, p. 1093
1-6-23	Amended	V. 35, p. 1093
1-9-23	Amended	V. 35, p. 1094
1-14-8	Amended	V. 35, p. 1096
1-14-10	Amended	V. 35, p. 1097
1-16-4	Amended	V. 35, p. 44
1-16-8	Amended	V. 35, p. 44
1-16-15	Amended	V. 35, p. 45
1-16-18	Amended	V. 35, p. 45
1-16-18a	Amended	V. 35, p. 46
1-39-1 through 1-39-4	Revoked	V. 36, p. 8

**AGENCY 4: DEPARTMENT OF AGRICULTURE**

Reg. No.	Action	Register
4-5-1	Revoked	V. 35, p. 238
4-5-2	Revoked	V. 35, p. 238
4-5-4	New	V. 35, p. 238

**AGENCY 5: DEPARTMENT OF AGRICULTURE—DIVISION OF WATER RESOURCES**

Reg. No.	Action	Register
5-1-1	Amended	V. 35, p. 308
5-3-6a	Amended	V. 36, p. 159
5-12-1	Amended	V. 35, p. 313
5-21-3	Amended	V. 36, p. 160
5-21-6	Amended	V. 35, p. 431
5-22-7	Amended	V. 35, p. 199
5-23-4	Amended	V. 35, p. 385
5-23-4b	Revoked	V. 35, p. 386
5-24-2	Amended	V. 35, p. 386
5-25-21	New	V. 35, p. 200

**AGENCY 7: SECRETARY OF STATE**

Reg. No.	Action	Register
7-23-16	New (T)	V. 35, p. 662

**AGENCY 9: DEPARTMENT OF AGRICULTURE—DIVISION OF ANIMAL HEALTH**

Reg. No.	Action	Register
9-3-9	Amended	V. 36, p. 140
9-3-10	Amended	V. 36, p. 140
9-7-4	Amended	V. 35, p. 428
9-7-4a	New	V. 35, p. 428
9-18-31	New	V. 35, p. 313
9-26-1	Revoked	V. 35, p. 314
9-27-1	Amended	V. 35, p. 695

**AGENCY 16: ATTORNEY GENERAL**

Reg. No.	Action	Register
16-9-1	Revoked	V. 35, p. 1033
16-14-10	New (T)	V. 35, p. 626
16-14-10	New	V. 35, p. 858

16-14-11	New (T)	V. 35, p. 626
16-14-11	New	V. 35, p. 858
16-15-1 through 16-15-4	New (T)	V. 35, p. 626-628
16-15-1 through 16-15-4	New	V. 35, p. 858-860
16-16-1	New	V. 35, p. 1033
16-16-2	New	V. 35, p. 1033
16-16-3	New	V. 35, p. 1033

**AGENCY 28: DEPARTMENT OF HEALTH AND ENVIRONMENT**

Reg. No.	Action	Register
28-4-114a	Amended	V. 36, p. 364
28-4-118	Amended	V. 36, p. 365
28-4-428	Amended	V. 36, p. 366
28-4-428a	Amended	V. 36, p. 366
28-17-10	Amended	V. 35, p. 566
28-17-11	Revoked	V. 35, p. 567
28-17-20	Amended	V. 35, p. 567
28-19-11	Amended	V. 35, p. 930
28-19-300	Amended	V. 35, p. 954
28-19-304	Amended	V. 35, p. 955
28-74-1	New	V. 35, p. 383
28-74-2	New	V. 35, p. 383
28-74-3	New	V. 35, p. 383
28-74-4	New	V. 35, p. 384

**AGENCY 30: KANSAS DEPARTMENT FOR CHILDREN AND FAMILIES**

Reg. No.	Action	Register
30-44-2	Amended	V. 35, p. 63
30-44-6	New	V. 35, p. 63
30-46-10	Amended	V. 35, p. 581

**AGENCY 40: KANSAS INSURANCE DEPARTMENT**

Reg. No.	Action	Register
40-2-18	Amended	V. 35, p. 405
40-4-34	Amended	V. 35, p. 384
40-4-41	Amended	V. 35, p. 633

**AGENCY 44: DEPARTMENT OF CORRECTIONS**

Reg. No.	Action	Register
44-12-301	Amended (T)	V. 35, p. 742
44-12-301	Amended	V. 35, p. 898

**AGENCY 51: DEPARTMENT OF LABOR—DIVISION OF WORKERS COMPENSATION**

Reg. No.	Action	Register
51-9-7	Amended	V. 35, p. 1046

**AGENCY 60: BOARD OF NURSING**

Reg. No.	Action	Register
60-2-101	Amended	V. 35, p. 322
60-3-102	Amended	V. 35, p. 323
60-3-103	Amended	V. 35, p. 323
60-3-110	Amended	V. 35, p. 323
60-3-113	Amended	V. 35, p. 324
60-4-101	Amended	V. 36, p. 369
60-7-102	Amended	V. 35, p. 324
60-7-106	Amended	V. 35, p. 324
60-9-105	Amended	V. 35, p. 325
60-9-106	Amended	V. 35, p. 326
60-17-102	Amended	V. 35, p. 327

**AGENCY 61: BOARD OF BARBERING**

Reg. No.	Action	Register
61-1-24	Amended	V. 35, p. 991
61-3-2	Amended	V. 35, p. 991
61-3-3	Amended	V. 35, p. 991
61-3-5	Amended	V. 35, p. 991

61-3-7	Amended	V. 35, p. 384
61-3-20	Amended	V. 35, p. 991
61-4-2	Amended	V. 35, p. 991
61-7-1	Revoked	V. 35, p. 385
61-7-2	New	V. 35, p. 385

**AGENCY 66: BOARD OF TECHNICAL PROFESSIONS**

Reg. No.	Action	Register
66-6-1	Amended	V. 35, p. 455

**AGENCY 67: KANSAS BOARD OF EXAMINERS IN FITTING AND DISPENSING OF HEARING INSTRUMENTS**

Reg. No.	Action	Register
67-2-4	Amended	V. 36, p. 80
67-5-5	Amended	V. 36, p. 81

**AGENCY 68: BOARD OF PHARMACY**

Reg. No.	Action	Register
68-1-1b	Amended	V. 35, p. 695
68-1-1f	Amended	V. 35, p. 696
68-1-1g	Revoked	V. 35, p. 696
68-5-18	New	V. 35, p. 696
68-7-10	Amended	V. 35, p. 697
68-7-22	New	V. 35, p. 427
68-9-2	Amended	V. 35, p. 698
68-9-3	New	V. 35, p. 699
68-11-3	New	V. 35, p. 700

**AGENCY 69: BOARD OF COSMETOLOGY**

Reg. No.	Action	Register
69-11-1	Amended	V. 35, p. 1097
69-12-18	New	V. 35, p. 1098

**AGENCY 70: DEPARTMENT OF AGRICULTURE, BOARD OF VETERINARY EXAMINERS**

Reg. No.	Action	Register
70-5-1	Amended	V. 36, p. 140

**AGENCY 71: KANSAS DENTAL BOARD**

Reg. No.	Action	Register
71-6-5	Amended	V. 35, p. 140

**AGENCY 74: BOARD OF ACCOUNTANCY**

Reg. No.	Action	Register
74-1-3	Amended	V. 35, p. 84
74-1-4	Amended	V. 35, p. 84
74-2-7	Amended	V. 35, p. 85
74-4-8	Amended	V. 35, p. 85
74-4-9	Amended	V. 35, p. 86
74-5-2	Amended	V. 35, p. 87
74-5-2a	Amended	V. 35, p. 88
74-5-2b	New	V. 35, p. 88
74-5-101 through 74-5-104	Amended	V. 35, p. 88, 89
74-5-201 through 74-5-203	Amended	V. 35, p. 89
74-5-301	Amended	V. 35, p. 90
74-5-401	Amended	V. 35, p. 90
74-5-403	Amended	V. 35, p. 90
74-5-405a	Amended	V. 35, p. 90
74-5-406	Amended	V. 35, p. 90
74-5-407	Amended	V. 35, p. 91
74-11-6	Amended	V. 35, p. 91
74-11-7	Amended	V. 35, p. 91
74-15-1	Amended	V. 35, p. 92

**AGENCY 82: STATE CORPORATION COMMISSION**

Reg. No.	Action	Register
82-4-1	Amended	V. 35, p. 357
82-4-2a	Amended	V. 35, p. 359
82-4-3h	Amended	V. 35, p. 359
82-4-3i	Amended	V. 35, p. 360
82-4-3j	Amended	V. 35, p. 362
82-4-3k	Amended	V. 35, p. 363
82-4-3n	Amended	V. 35, p. 364
82-4-3o	Amended	V. 35, p. 366
82-4-8a	Revoked	V. 35, p. 366
82-4-20	Amended	V. 35, p. 366
82-16-1	Amended	V. 36, p. 102
82-16-2	Amended	V. 36, p. 103
82-16-3	Revoked	V. 36, p. 103
82-16-4	Amended	V. 36, p. 103
82-16-5	Revoked	V. 36, p. 103
82-16-6	Amended	V. 36, p. 103

**AGENCY 86: REAL ESTATE COMMISSION**

Reg. No.	Action	Register
86-1-2	Revoked	V. 35, p. 928
86-1-4	Revoked	V. 35, p. 929
86-1-5	Amended	V. 36, p. 159
86-2-8	Revoked	V. 35, p. 929
86-3-19	Amended	V. 35, p. 929
86-3-26a	Amended	V. 35, p. 929
86-3-30	Revoked	V. 35, p. 929
86-3-31	New	V. 35, p. 929

**AGENCY 88: BOARD OF REGENTS**

Reg. No.	Action	Register
88-29-2	Revoked	V. 35, p. 1113
88-29-5	Revoked	V. 35, p. 1113
88-29-6	Revoked	V. 35, p. 1113
88-29-7	Revoked	V. 35, p. 1113
88-29-7a	Revoked	V. 35, p. 1113
88-29-8	Revoked	V. 35, p. 1113
88-29-8c	Revoked	V. 35, p. 1113
88-29-9	Revoked	V. 35, p. 1113
88-29-10	Revoked	V. 35, p. 1113
88-29-11	Amended	V. 35, p. 1113

**AGENCY 91: DEPARTMENT OF EDUCATION**

Reg. No.	Action	Register
91-31-32	Amended	V. 35, p. 1014
91-42-1	Amended (T)	V. 35, p. 163
91-42-1	Amended	V. 35, p. 486
91-42-2	Amended (T)	V. 35, p. 163
91-42-2	Amended	V. 35, p. 486
91-42-3		
through		
91-42-7	New (T)	V. 35, p. 164-166
91-42-3		
through		
91-42-7	New	V. 35, p. 487-489

**AGENCY 92: DEPARTMENT OF REVENUE**

Reg. No.	Action	Register
92-23-9		
through		
92-23-23	Revoked	V. 35, p. 63, 64
92-23-25	Revoked	V. 35, p. 64
92-23-30	Revoked	V. 35, p. 64
92-23-31	Revoked	V. 35, p. 64
92-23-37		
through		
92-23-40	Revoked	V. 35, p. 64
92-23-41		
through		
92-23-59	New	V. 35, p. 64-67

92-23-70		
through		
92-23-75	New	V. 35, p. 67, 68

**AGENCY 93: DEPARTMENT OF REVENUE—DIVISION OF PROPERTY VALUATION**

Reg. No.	Action	Register
93-6-3	Amended	V. 35, p. 357

**AGENCY 100: BOARD OF HEALING ARTS**

Reg. No.	Action	Register
100-28a-1a	New	V. 35, p. 353
100-28a-6	Amended	V. 35, p. 353
100-28a-9	Amended	V. 35, p. 354
100-28a-9a	New	V. 35, p. 354
100-28a-10	Amended	V. 35, p. 354
100-28a-11	Amended	V. 35, p. 355
100-28a-12	Amended	V. 35, p. 355
100-28a-13	Amended	V. 35, p. 355
100-28a-14	Amended	V. 35, p. 356
100-28a-15	Amended	V. 35, p. 356
100-28a-17	Amended	V. 35, p. 356
100-29-9	Amended	V. 35, p. 387
100-29-16	Amended	V. 35, p. 388
100-29-18		
through		
100-29-21	New	V. 36, p. 368, 369
100-54-7	Amended	V. 35, p. 389
100-54-12	New	V. 35, p. 390

**AGENCY 102: BEHAVIORAL SCIENCES REGULATORY BOARD**

Reg. No.	Action	Register
102-8-1	New (T)	V. 35, p. 628
102-8-1	New	V. 35, p. 930
102-8-2	New (T)	V. 35, p. 628
102-8-2	New	V. 35, p. 931
102-8-4	New (T)	V. 35, p. 629
102-8-4	New	V. 35, p. 931
102-8-6	New (T)	V. 35, p. 629
102-8-6	New	V. 35, p. 932
102-8-7	New (T)	V. 35, p. 629
102-8-7	New	V. 35, p. 932
102-8-8	New (T)	V. 35, p. 646
102-8-8	New	V. 35, p. 932
102-8-9		
through		
102-8-12	New (T)	V. 35, p. 630-632
102-8-9		
through		
102-8-12	New	V. 35, p. 932-935

**AGENCY 105: BOARD OF INDIGENTS' DEFENSE SERVICES**

Reg. No.	Action	Register
105-5-2	Amended	V. 35, p. 936
105-5-3	Amended	V. 35, p. 936
105-5-6	Amended	V. 35, p. 937
105-5-7	Amended	V. 35, p. 937
105-5-8	Amended	V. 35, p. 937
105-11-1	Amended	V. 35, p. 938

**AGENCY 109: BOARD OF EMERGENCY MEDICAL SERVICES**

Reg. No.	Action	Register
109-1-1	Amended	V. 35, p. 314
109-2-1	Amended	V. 35, p. 317
109-2-2	Amended	V. 35, p. 317
109-2-6	Amended	V. 35, p. 318
109-2-7	Revoked	V. 35, p. 318
109-2-8	Amended	V. 35, p. 318
109-2-11	Amended	V. 35, p. 320
109-3-3	Amended	V. 36, p. 329
109-3-4	Amended	V. 36, p. 330

109-5-1a	Amended	V. 35, p. 935
109-5-1b	Amended	V. 35, p. 936
109-5-1c	Amended	V. 35, p. 936
109-5-5	Amended	V. 35, p. 582
109-7-1	Amended	V. 35, p. 321

**AGENCY 111: KANSAS LOTTERY**

A complete index listing all regulations filed by the Kansas Lottery from 1988 through 2000 can be found in the Vol. 19, No. 52, December 28, 2000 *Kansas Register*. A list of regulations filed from 2001 through 2003 can be found in the Vol. 22, No. 52, December 25, 2003 *Kansas Register*. A list of regulations filed from 2004 through 2005 can be found in the Vol. 24, No. 52, December 29, 2005 *Kansas Register*. A list of regulations filed from 2006 through 2007 can be found in the Vol. 26, No. 52, December 27, 2007 *Kansas Register*. A list of regulations filed from 2008 through November 2009 can be found in the Vol. 28, No. 53, December 31, 2009 *Kansas Register*. A list of regulations filed from December 1, 2009, through December 21, 2011, can be found in the Vol. 30, No. 52, December 29, 2011 *Kansas Register*. A list of regulations filed from December 22, 2011, through November 6, 2013, can be found in the Vol. 32, No. 52, December 26, 2013 *Kansas Register*. A list of regulations filed from November 7, 2013, through December 31, 2015, can be found in the Vol. 34, No. 53, December 31, 2015 *Kansas Register*.

Reg. No.	Action	Register
111-2-62	Amended	V. 35, p. 491
111-2-321	New	V. 35, p. 898
111-2-322	New	V. 35, p. 898
111-3-1	Amended	V. 35, p. 898
111-4-878	Amended	V. 35, p. 819
111-4-879	Amended	V. 35, p. 819
111-4-880	Amended	V. 35, p. 819
111-4-3417		
through		
111-4-3421	New	V. 35, p. 131-135
111-4-3422	New	V. 35, p. 157
111-4-3423	New	V. 35, p. 157
111-4-3424		
through		
111-4-3431	New	V. 35, p. 406-408
111-4-3432	New	V. 35, p. 491
111-4-3433		
through		
111-4-3439	New	V. 35, p. 457-461
111-4-3440	Amended	V. 35, p. 900
111-4-3441	New	V. 35, p. 463
111-4-3442		
through		
111-4-3445	New	V. 35, p. 492-495
111-4-3446		
through		
111-4-3449	New	V. 35, p. 582-584
111-4-3450	New	V. 35, p. 678
111-4-3451	New	V. 35, p. 765
111-4-3452	New	V. 35, p. 766
111-4-3453	New	V. 35, p. 768
111-4-3454	New	V. 35, p. 821
111-4-3455		
through		
111-4-3459	New	V. 35, p. 900-904
111-4-3460	New	V. 35, p. 1057
111-4-3461	New	V. 35, p. 1058
111-4-3462	New	V. 35, p. 1059
111-4-3463		
through		
111-4-3465	New	V. 36, p. 160-162
111-4-3466	New	V. 36, p. 192

111-4-3467	New	V. 36, p. 193
111-4-3468	New	V. 36, p. 217
111-4-3469	New	V. 36, p. 218
111-4-3470	New	V. 36, p. 219
111-5-220		
through		
111-5-227	New	V. 35, p. 1060-1064
111-6-1	Amended	V. 35, p. 907
111-7-66	Amended	V. 35, p. 158
111-7-68	Amended	V. 35, p. 159
111-7-73	Amended	V. 35, p. 159
111-7-75	Amended	V. 35, p. 159
111-9-216	New	V. 35, p. 586
111-9-217	New	V. 35, p. 586
111-15-1	Amended	V. 35, p. 821
111-15-2	Amended	V. 35, p. 821
111-15-3	Amended	V. 35, p. 822
111-15-5	Amended	V. 35, p. 823
111-15-6	Amended	V. 35, p. 823
111-15-7	Amended	V. 35, p. 1064
111-15-21	Amended	V. 35, p. 1064
111-16-1	Amended	V. 35, p. 464
111-16-2	Amended	V. 35, p. 464
111-16-5	Amended	V. 35, p. 464
111-17-21	Amended	V. 35, p. 160
111-17-24	New	V. 35, p. 136
111-17-25	New	V. 35, p. 161
111-17-27	New	V. 35, p. 408
111-17-28	New	V. 35, p. 465
111-17-29	New	V. 35, p. 466
111-17-30	New	V. 35, p. 498
111-17-31	New	V. 35, p. 499
111-17-32	New	V. 35, p. 678
111-17-33	New	V. 35, p. 769
111-17-34	Amended	V. 35, p. 1065
111-17-35	New	V. 35, p. 909
111-17-36	New	V. 36, p. 194
111-18-1		
through		
111-18-7	New	V. 36, p. 220-224
111-19-1		
through		
111-19-5	New	V. 36, p. 224-226
111-301-28	Amended	V. 36, p. 163
111-301-45	Amended	V. 35, p. 770
111-301-47	New	V. 35, p. 1066
111-301-48	Amended	V. 36, p. 195
111-301-49	New	V. 35, p. 1066

111-301-50	Amended	V. 36, p. 195
111-301-51	New	V. 35, p. 1067
111-301-52	Amended	V. 36, p. 196
111-301-53		
through		
111-301-57	New	V. 35, p. 1067-1068
111-307-5	Amended	V. 35, p. 771
111-307-7	Amended	V. 35, p. 771
111-401-35		
through		
111-401-37	Amended	V. 35, p. 162
111-401-142	Amended	V. 36, p. 196
111-401-148	Amended	V. 35, p. 504
111-401-185		
through		
111-401-188	Amended	V. 35, p. 139
111-401-190		
through		
111-401-194	Amended	V. 35, p. 140
111-401-200a	New	V. 35, p. 409
111-401-201		
through		
111-401-205	New	V. 35, p. 409-411
111-501-38	Amended	V. 36, p. 227
111-501-122		
through		
111-501-127	New	V. 35, p. 412-414
111-501-128		
through		
111-501-138	New	V. 35, p. 910-912
111-601-1		
through		
111-601-8	New	V. 36, p. 164-167
111-601-14		
through		
111-601-45	New	V. 36, p. 167-178

**AGENCY 112: RACING AND GAMING COMMISSION**

Reg. No.	Action	Register
112-102-2	Amended	V. 35, p. 612

**AGENCY 115: DEPARTMENT OF WILDLIFE, PARKS AND TOURISM**

Reg. No.	Action	Register
115-2-2	Amended	V. 35, p. 973
115-2-3	Amended	V. 35, p. 973
115-4-2	Amended	V. 36, p. 273

115-4-11	Amended	V. 36, p. 274
115-7-1	Amended	V. 35, p. 974
115-7-10	Amended	V. 35, p. 975
115-8-1	Amended	V. 35, p. 274
115-8-13	Amended	V. 35, p. 975
115-8-24	Revoked	V. 35, p. 633
115-17-2	Amended	V. 35, p. 976
115-18-20	Amended	V. 35, p. 977

**AGENCY 117: REAL ESTATE APPRAISAL BOARD**

Reg. No.	Action	Register
117-1-1	Amended	V. 35, p. 534
117-2-2	Amended	V. 35, p. 535
117-2-4	Amended	V. 35, p. 536
117-3-2	Amended	V. 35, p. 536
117-3-4	Amended	V. 35, p. 537
117-4-1	Amended	V. 35, p. 537
117-4-2	Amended	V. 35, p. 538
117-4-4	Amended	V. 35, p. 539
117-8-3	New	V. 35, p. 199

**AGENCY 123: DEPARTMENT OF CORRECTIONS – DIVISION OF JUVENILE SERVICES**

Reg. No.	Action	Register
123-17-101	New	V. 36, p. 369

**AGENCY 125: KANSAS AGRICULTURAL REMEDIATION BOARD**

Reg. No.	Action	Register
125-1-6	Amended	V. 35, p. 489
125-1-7	Amended	V. 35, p. 490

**AGENCY 128: DEPARTMENT OF COMMERCE – KANSAS ATHLETIC COMMISSION**

Reg. No.	Action	Register
128-6-4	Amended (T)	V. 35, p. 1115
128-6-4	Amended	V. 36, 271

**AGENCY 133: OFFICE OF ADMINISTRATIVE HEARINGS**

Reg. No.	Action	Register
133-1-1		
through		
133-1-4	New	V. 36, p. 8

**Kansas Register**  
**Secretary of State**  
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