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RECENT KANSAS CASES
EXCERPTED FOR LEGISLATIVE INTENT AND HISTORY

The following cases relating to Kansas law are not exhaustive on the issue of legislative intent and history. These are a few examples of recent court decisions excerpted for this topic in the state. ***You must review the entire court opinion to determine its applicability to your case.***

MCCRACKEN V. KOHL
--- P.3D ----, 2008 WL 4091678
KAN., 2008. SEPTEMBER 05, 2008

McCracken attempts to establish the objective prong through a perceived presumption emanating from the Supplemental Note on H.B. 2577 (2006 session). The problem with McCracken's argument is threefold. First, the supplemental notes are prepared by the Legislative Research Department and expressly state that they "do not express legislative intent." See footnote, Supplemental Note on H.B. 2577. Second, S.B. 366 is the basis for K.S.A. 21-3219 (L.2006, ch. 194, sec. 1); H.B. 2577 died in committee. House J.2006, p. 2478. Third, when a statute is plain and unambiguous, we do not need to resort to an examination of its **legislative history**. See *State v. Harris*, 284 Kan. 560, Syl. ¶ 5, 162 P.3d 28 (2007) (court will not consult **legislative history** where statutory language is clear and unambiguous as written).

IN RE ADOPTION OF G.L.V.
190 P.3D 245
KAN., 2008. AUGUST 22, 2008

***248** *Syllabus by the Court*

1. The interpretation of a statute is a legal question over which appellate courts have unlimited review.

2. When courts are called upon to interpret statutes, the fundamental rule governing that interpretation is that the intent of the legislature governs if that intent can be ascertained. The legislature is presumed to have expressed its intent through the language of the statutory scheme it enacted. For this reason, when the language of a statute is plain and unambiguous, courts need not resort to statutory construction. Instead, when the language is plain and unambiguous, an appellate court is bound to implement the expressed intent.

3. Where the face of the statute leaves its construction uncertain, the court may look to the historical background of the enactment, the circumstances attending its passage, the purpose to be accomplished, and the effect the statute may have under the various constructions suggested.

4. As a general rule, courts should construe statutes to avoid unreasonable results and should presume that the legislature does not intend to enact useless or meaningless legislation. Courts

ascertain the legislature's intent behind a particular statutory provision from a general consideration of the entire act. Effect must be given, if possible, to the entire act and every part thereof. To this end, it is the duty of the court, as far as practicable, to reconcile the different provisions so as to make them consistent, harmonious, and sensible. Thus, in cases involving statutory construction, courts are not permitted to consider only a certain isolated part or parts of an act, but are required to consider and construe together all parts thereof in pari materia.

5. When courts are called upon to review amendments to a statute, they presume the legislature acted with full knowledge and information as to the subject matter of the statute, as to prior and existing law and legislation on the subject of the statute, and as to the judicial decisions with respect to such prior and existing law and legislation. In the same vein, the court presumes that when the legislature revises an existing law, it intends to change the law as it existed prior to the amendment.

Principles of Statutory Interpretation

When courts are called upon to interpret statutes, the fundamental rule governing that interpretation is that "the intent of the legislature governs if that intent can be ascertained. The legislature is presumed to have expressed its intent through the language of the statutory scheme it enacted." ****252*** *State ex rel. Stovall v. Meneley,* 271 Kan. 355, 378, 22 P.3d 124 (2001). For this reason, when the language of a statute is plain and unambiguous, courts "need not resort to statutory construction." *In re K.M.H.,* 285 Kan. 53, 79, 169 P.3d 1025 (2007). Instead, "[w]hen the language is plain and unambiguous, an appellate court is bound to implement the expressed intent." *State v. Manbeck,* 277 Kan. 224, Syl. ¶ 3, 83 P.3d 190 (2004). But where "the face of the statute leaves its construction uncertain, the court may look to the historical background of the enactment, the circumstances attending its passage, the purpose to be accomplished, and the effect the statute may have under the various constructions suggested. [Citation omitted.]" *Robinett v. The Haskell Co.,* 270 Kan. 95, 100-01, 12 P.3d 411 (2000).

As a general rule, courts should construe statutes to avoid unreasonable results and should presume that the legislature does not intend to enact useless or meaningless legislation. *Hawley v. Kansas Dept. of Agriculture,* 281 Kan. 603, 631, 132 P.3d 870 (2006). Courts ascertain the legislature's intent behind a particular statutory provision

"from a general consideration of the entire act. Effect must be given, if possible, to the entire act and every part thereof. To this end, it is the duty of the court, as far as practicable, to reconcile the different provisions so as to make them consistent, harmonious, and sensible. [Citation omitted.]" *In re Marriage of Ross,* 245 Kan. 591, 594, 783 P.2d 331 (1989).

See *State ex rel. Morrison v. Oshman Sporting Goods Co. Kansas,* 275 Kan. 763, Syl. ¶ 2, 69 P.3d 1087 (2003). Thus, in cases involving statutory construction, "courts are not permitted to consider only a certain isolated part or parts of an act, but are required to consider and construe together all parts thereof *in pari materia." Kansas Commission on Civil Rights v. Howard,* 218 Kan. 248, Syl. ¶ 2, 544 P.2d 791 (1975).

Furthermore, when courts are called upon to review an amendment to a statute, they presume "the legislature had and acted with full knowledge and information as to the subject matter of the statute, as to prior and existing law and legislation on the subject of the statute and as to the judicial decisions with respect to such prior and existing law and legislation. [Citations omitted.]" *Rogers v. Shanahan,* 221 Kan. 221, 225-26, 565 P.2d 1384 (1976). In the same vein, courts presume that when the legislature revises an existing law, it intended to change the law as it existed prior to the amendment. *State v. McElroy,* 281 Kan. 256, 263, 130 P.3d 100 (2006).

There can be no doubt that the 2006 amendment to K.S.A. 59-2136(d) altered the law regarding stepparent adoptions. In some respects, the statute became more ambiguous, as the legislature did not explicitly describe the role that the best interests of the child and the fitness of the nonconsenting parent should play in contested stepparent adoptions. Nevertheless, we must ascertain the legislative intent behind the enactment and, to the extent possible, reach a reasonable interpretation of the statutory language. See *Ross,* 245 Kan. at 594, 783 P.2d 331 ("it is the duty of the court, as far as practicable, to reconcile the different provisions [of a statute] so as to make them

consistent, harmonious, and sensible"); *Howard,* 218 Kan. 248, Syl. ¶ 2, 544 P.2d 791 ("courts are not permitted to consider only a certain isolated part or parts of an act, but are required to consider and construe together all parts thereof *in pari materia* ").

Because K.S.A.2007 Supp. 59-2136(d) is ambiguous as to how the best interests of the child and fitness of the nonconsenting parent should affect courts' treatment of stepparent adoptions, we look to "the historical background of the enactment, the circumstances attending its passage, the purpose to be accomplished, and the effect the statute may have under the various constructions suggested. [Citation omitted.]" *Robinett,* 270 Kan. at 100-01, 12 P.3d 411; see *In re Adoption of B.M.W.,* 268 Kan. at 877, 2 P.3d 159.

…

Having considered the historical treatment of stepparent adoptions by Kansas courts, we turn to the legislature's motivation for enacting its most recent amendment.

***260** **Legislative History** *Regarding the 2006 Amendment*

In 2006, the legislature amended K.S.A. 59-2136(d) for the first time since it added the rebuttable presumption language in 1991 to add the following sentence to the end of the section: "The court may consider the best interests of the child and the fitness of the nonconsenting parent in determining whether a stepparent adoption should be granted." K.S.A.2007 Supp. 59-2136(d); L. 2006, ch. 22, sec. 1. The Court of Appeals' decision in this case is the first and only case interpreting the amendment to date.

The 2006 amendment was enacted as part of House Bill 2665, L. 2006, ch. 22, sec. 1 (H.B. 2665), which also amended K.S.A. 59-2136(h) (governing the termination of parental rights in adoption cases) to include a similar provision. See K.S.A.2007 Supp. 59-2136(h)(2)(A). The majority opinion by the Court of Appeals in this case correctly points out that the version of H.B. 2665 originally introduced did not contain any change to the stepparent adoption provisions of K.S.A. 59-2136(d), but instead focused on the provisions concerning the termination of parental rights. See *In re Adoption of G.L.V.,* 38 Kan.App.2d 144, 150-52, 163 P.3d 334 (2007). As the Court of Appeals explained below:

"Contrary to the district court's findings [that the legislature changed the wording of the amendment to state that the court 'shall' consider the best interests of the child to stating that the court 'may' consider those interests], the original version of H.B. 2665 did not amend K.S.A. 59-2136(d). Instead, it only amended 59-2136(h), which is a general provision that sets forth the factors a district court should consider when determining whether to terminate parental rights in an adoption case. [Citation omitted.] The original version of H.B. 2665 amended 59-2136(h) by adding the following italicized language: 'In making a finding *whether parental rights shall be terminated* under this subsection, the court: (1) *Shall consider and weigh the best interest of the child.* ...' The House Judiciary Committee later amended H.B. 2665 by changing the above-mentioned 'shall' in 59-2136(h) to 'may' and also by adding the best interests of the child language to 59-2136(d). House J.2006, p. 1234." *G.L.V.,* 38 Kan.App.2d at 150, 163 P.3d 334.

The stepparent adoption amendment that was eventually incorporated in H.B. 2665 was originally included as part of House Bill 2914 (H.B.2914), which would have added the following provision to the end of K.S.A. 59-2136(d):

…

This assumption by the Court of Appeals-that the omission of the second sentence in H.B. 2914 from its eventual enactment indicated support for the current "ledger" test-is based only on the *absence* of the language from K.S.A.2007 Supp. 59-2136(d). The omission of language from proposed legislation seldom, if ever, provides support for determining legislative intent. ***261** While it may be true that the legislature chose to omit that language for the reasons espoused in the majority opinion of the Court of Appeals, it may be equally true that the language was omitted for some other reason. For example, notes for the House Judiciary Committee provide no support for the Court of Appeals' interpretation, but those notes do state that "[s]ome committee members

expressed that just because a person is incarcerated doesn't mean that one doesn't pay child support, granted that payment is not as much as one would be able to pay if they weren't incarcerated." Minutes, House Judiciary

...

Perhaps the only thing that is certain from the committee notes and **legislative history** of H.B. 2665 is that the impetus behind the bill's consideration and eventual passage was the legislature's concern that the best interests of the child (and fitness of the nonconsenting parent) be a factor for consideration in adoption cases. At a hearing before the House Judiciary Committee, one witness specifically focused on this court's case law, which holds that the best interests of the child are not considered in adoption cases. See Minutes, House Judiciary Committee, February 6, 2006 (citing *S.E.B.* as holding that "the 'best interest' of a child is not a stated factor for the Court to consider with terminating the rights of a biological parent"). The bill's sponsor explained that the motivation behind the bill was to "protect children in adoption cases." Minutes, House Judiciary Committee, February 6, 2006.

***STATE OF KANSAS/STATE OF IOWA EX REL. SECRETARY OF SOCIAL AND REHABILITATION SERVICES* V. . . .**
189 P.3D 1157. KAN., 2008.

Syllabus by the Court

7. When we are called upon to interpret a statute, we first attempt to give effect to the intent of the legislature as expressed through the language enacted. When a statute is plain and unambiguous, we do not speculate as to the legislative intent behind it and will not read the statute to add something not readily found in it. We need not resort to statutory construction. It is only if the statute's language or text is unclear or ambiguous that we move to the next analytical step, applying canons of construction or relying on **legislative history** construing the statute to effect the legislature's intent.

…

The analysis employed in *Clear* provides a good framework for determining whether the appointment of a permanent guardian terminates a natural parent's common-law duty of support. To begin, we look to the language of the permanent guardianship statutes.

"When we are called upon to interpret a statute, we first attempt to give effect to the intent of the legislature as expressed through the language enacted. When a statute is plain and unambiguous, we do not speculate as to the legislative intent behind it and will not read the statute to add something not readily found in it. We need not resort to statutory construction. It is only if the statute's language or text is unclear or ambiguous that we move to the next analytical step, applying canons of construction or relying on **legislative history** construing the statute to effect the legislature's intent. See *State v. Robinson,* 281 Kan. 538, 539-40, 132 P.3d 934 (2006); *CPI Qualified Plan Consultants, Inc. v. Kansas Dept. of Human Resources,* 272 Kan. 1288, 1296, 38 P.3d 666 (2002)." *In re K.M.H.,* 285 Kan. 53, 79-80, 169 P.3d 1025 (2007).

…

Because the version of the Code in effect in 2001 does not clearly and unambiguously state whether appointment of a permanent guardian terminates the natural parent's support obligation, we must determine legislative intent through statutory construction. See *In re K.M.H.,* 285 Kan. at 79, 169 P.3d 1025 (we apply canons of construction or rely on **legislative history** construing the statute only if the statute's language or text is unclear or ambiguous).

The district court relied heavily on the **legislative history** behind the permanent guardian statutes in determining the legislature intended a permanent guardianship to be the functional

equivalent of a termination of parental rights. As the district court noted, when amendments to the permanent guardianship statutes were being considered in 1999, S.B. 355 included language in the definitional section, 38-1502(w), which specified that a permanent guardianship created without termination of parental rights would not terminate a natural parent's support duty:

"(w) 'Permanent guardianship' means a judicially created relationship between child and caretaker which is intended to be permanent and self-sustaining without ongoing state oversight or intervention. The permanent guardian stands in loco parentis and exercises all the rights and responsibilities of a parent. *When parental rights are not terminated, parents remain responsible for financial support.* Upon appointment of a permanent guardian, the child in need of care proceedings shall be dismissed. A permanent guardian may be appointed after the termination of parental rights." S.B. 355. (Emphasis added.)

This language was removed from the final version of the bill in the conference committee. Sen. J.1999, p. 955.

This **legislative history** is not conclusive. We have no way of knowing why the conference committee removed the language concerning the continuing duty to support from the final version of K.S

…

The district court also noted that Sue McKenna, SRS Legal Counsel for Family and Child Services, testified that upon awarding a permanent guardianship, the natural parent remains "the legal parent in name only." Minutes of the House Judiciary Committee, March 12, 1998. SRS argues that the district court placed too much emphasis on the committee's summarization of Sue McKenna's testimony. SRS notes that the summary is not a full record, but is only a highly summarized rendition of the testimony and answers to questions presented that day.

SRS points to other **legislative history** the district court ignored; specifically, the written testimony of Joyce Allegrucci, representing the Children and Family Services Commission, which was presented to the Senate Judiciary Committee on March 29, 1999. In her testimony concerning S.B. 355, Joyce Allegrucci stated:

…

SRS argues that the **legislative history** behind the permanent guardianship shows that "[w]hile the primary tasks of caring for the child are passed to the permanent guardian, and the status of *in loco parentis* is granted to the permanent guardian, the appointment of a permanent guardianship is a lesser event than a termination of parental rights and duties." The **legislative history** does not *clearly* indicate that permanent guardianship was intended to be a lesser event than termination of parental rights. One thing, though, *is* clear from the **legislative history**-permanent guardianship was intended to be a permanency *alternative* to termination of parental rights where a willing and capable extended family member existed. See Minutes of the House Judiciary Committee, March 12, 1998, Attachment 1 (stating permanent guardianship "provides an alternative for a permanent family for children when reintegration is not a viable alternative and adoption is not in the best interests of the child); Minutes of the House Judiciary Committee, March 12, 1998 (testimony of Sue McKenna stating permanent guardianship is for extended kinship situations); Minutes of the Senate Judiciary Committee, March 29, 1999, Testimony of Joyce Allegrucci, Attachment 1 (stating "[p]ermanent guardianship is an appropriate permanency option for children in kinship arrangements").

Whether this alternative was intended to have the same legal effect as a termination of parental rights is not answered by the **legislative history**. Thus, the answer to the question presented in this case lies, as it did in *Clear*, in the comparison of the consensual permanent guardianship with the termination of parental rights found in adoption, voluntary relinquishment of parental rights, and involuntary termination of parental rights.

…

The legislature did not include in the permanent guardianship statutes the same language used in the adoption, relinquishment, and termination of parental rights statutes to effect a complete severance of the parent's ties to the child. The legislature is presumed to act with knowledge of existing statutory law and cases. *State ex rel. Board of Healing Arts v. Beyrle,* 269 Kan. 616, 629, 7 P.3d 1194 (2000). If the legislature had intended permanent guardianship to be the equivalent of a termination of parental rights, it certainly knew how to use such language. That it did not is indicative of an intent to make the appointment of a permanent guardian by consent a lesser event than a termination of parental rights.

POSTON V. UNIFIED SCHOOL DIST. NO. 387, ALTOONA-MIDWAY, WILSON COUNTY
189 P.3D 517
KAN., 2008. AUGUST 01, 2008

" 'The fundamental rule to which all other rules are subordinate is that the intent of the legislature governs if that intent can be ascertained, and when a statute is plain and unambiguous, the court must give effect to the intention of the legislature as expressed rather than determine what the law should or should not be.' " *Wilson,* 273 Kan. at 588, 44 P.3d 454 (quoting *Robinett v. The Haskell Co.,* 270 Kan. 95, 100, 12 P.3d 411 [2000]).

STATE V. GREEVER
183 P.3D 788
KAN., 2008. MAY 16, 2008

As this court recently explained in *In re K.M.H.,* 285 Kan. 53, 79, 169 P.3d 1025 (2007):

"When we are called upon to interpret a statute, we first attempt to give effect to ****796*** the intent of the legislature as expressed through the language enacted. When a statute is plain and unambiguous, we do not speculate as to the legislative intent behind it and will not read the statute to add something not readily found in it. We need not resort to statutory construction. *It is only if the statute's language or text is unclear or ambiguous that we move to the next analytical step, applying canons of construction or relying on* **legislative history** *construing the statute to effect the legislature's intent.* [Citation omitted.]" (Emphasis added.)

For this reason, this court has emphasized that when interpreting statutes, "[o]rdinary words are given their ordinary meanings. A statute should not be read to add language that is not found in it or to exclude language that is found in it." *Bryan,* 281 Kan. at 159, 130 P.3d 85.

Even when a court determines that statutory language is ambiguous and thus it must resort to maxims of construction, "[t]he fundamental rule of statutory construction is that the intent of the legislature governs if that intent can be ascertained." *Winnebago Tribe of Nebraska v. Kline,* 283 Kan. 64, 77, 150 P.3d 892 (2007). Nevertheless, "[w]hen a statute is plain and unambiguous, the court must give effect to the intention of the legislature as expressed, rather than determine what the law should or should not be. [Citation omitted.]" 283 Kan. at 77, 150 P.3d 892.

STATE EX REL. MORRISON V. SEBELIUS
285 KAN. 875, 179 P.3D 366
KAN., 2008. MARCH 11, 2008

"When a statute is plain and unambiguous, we do not attempt to determine what the law should or should not be; nor do we attempt to divine the legislative intent behind it." *Martin v. Kansas Dept. of Revenue,* 285 Kan. 625, 629, 176 P.3d 938 (2008). The suspension and activation clauses in the judicial trigger provision are more specific than the general severability provision, and, through those provisions, the legislature was very clear in stating the only condition under which the provisions would become operative. Having this type of specific directive distinguishes this case from other cases in which a court must employ extrinsic aids-such as determining whether an act can operate without the provision-to discern whether severance would violate legislative intent. *Limon,* 280 Kan. at 302-06, 122 P.3d 22; *****392*** *State v. Denney,* 278 Kan. 643, 659-60, 101 P.3d 1257 (2004). In this case, the Act itself answers the question and tells us that striking the judicial trigger provision would make the funeral protest provisions operative in a manner other than expressly directed by the legislature.

STATE V. RUIZ-REYES
285 KAN. 650, 175 P.3D 849
KAN., 2008. FEBRUARY 01, 2008

Resolution of this case turns on this court's interpretation of K.S.A. 65-4161. Our standard of review is unlimited in a case involving the interpretation of a statute. *State v. Snow,* 282 Kan. 323, 340, 144 P.3d 729 (2006).

"When we are called upon to interpret a statute, we first attempt to give effect to the intent of the legislature as expressed through the language enacted. When a statute is plain and unambiguous, [as it is in this case,] we do not speculate as to the legislative intent behind it and will not read the statute to add something not readily found in it [or to exclude language that is found in it]." *In re K.M.H.,* 285 Kan. 53, 79, 169 P.3d 1025 (2007).

In such cases we do not resort to statutory construction, but rather we resolve the question raised by application of the plain language of the statute.

For this reason, this court has emphasized that when interpreting statutes, "[o]rdinary words are given their ordinary meanings. A statute should not be read to add language that is not found in it or to exclude language that is found in it." *State v. Bryan,* 281 Kan. 157, 159, 130 P.3d 85 (2006). "It is only if the statute's language or text is unclear or ambiguous that we move to the next analytical step, applying canons of construction or relying on **legislative history** construing the statute to effect the legislature's intent." *In re K.M.H.,* 285 Kan. at 79, 169 P.3d 1025.

…

Application of the plain language of K.S.A. 65-4161(a) and (b) to the facts of this case yields the following results: Ruiz-Reyes is a person who violated K.S.A. 65-4161(a) by reason of his June 10, 2005, Reno County conviction for possession of cocaine with intent to distribute. However, at the time the defendant committed the offense that led to the Reno County conviction in 2000, he did *not* have "one prior conviction under this section," as he was not convicted in Ford County of possession of methamphetamine with intent to sell until 2004. See K.S.A. 65-4161(b). The inescapable conclusion is that Ruiz-Reyes did not "ha[ve]" his 2004 conviction when he "violate[d]" K.S.A. 65-4161 in Reno County in 2000. Therefore, the defendant's conduct does not comport with the plain language of K.S.A. 65-4161(b), and he could not be "guilty of a drug severity level 2 felony" under the statute.

STATE V. PAUL
285 KAN. 658, 175 P.3D 840
KAN., 2008. FEBRUARY 01, 2008

Resolution of this case turns on our interpretation of K.S.A.2006 Supp. 65-4161, a self-contained habitual criminal statute that sets forth the conditions under which the criminal severity level of a conviction will be enhanced at sentencing. "The interpretation of a statute is a question of law over which this court has unlimited review." *State v. Bryan,* 281 Kan. 157, 159, 130 P.3d 85 (2006).

When called upon to interpret a statute, the intent of the legislature expressed through the language in the statute governs. When a statute is plain and unambiguous, we do not speculate as to the legislative intent behind it and will not read the statute to add something not readily found in it. *In re K.M.H.,* 285 Kan. 53, 79, 169 P.3d 1025 (2007). Ordinary words are given their ordinary meanings. A statute should not be read to add language that is not found in it or to exclude language that is found in it. *Bryan,* 281 Kan. at 159, 130 P.3d 85.

Where the statutory provision or language is ambiguous, that is, where the statute contains provisions or language of doubtful or conflicting meaning, as gleaned from a natural and reasonable interpretation of its language, and leaves us generally uncertain ****662*** which one of two or more meanings is the proper meaning, we must resort to maxims of construction. See *Weber v. Tillman,* 259 Kan. 457, 476, 913 P.2d 84 (1996). "The fundamental rule of statutory construction is that the intent of the legislature governs if that intent can be ascertained." *Winnebago Tribe of Nebraska v. Kline,* 283 Kan. 64, 77, 150 P.3d 892 (2007). In addition, courts called on to construe the meaning of ambiguous criminal statutes must consider " '[t]he general rule ... that a criminal statute must be strictly construed in favor of the accused, which simply means that words are given their ordinary meaning. Any reasonable doubt about the meaning is decided in favor of anyone subjected to the criminal statute.' " *State v. McCurry,* 279 Kan. 118, 121, 105 P.3d 1247 (2005). Nevertheless, this rule relating to strict construction of criminal statutes " 'is subordinate to the rule that judicial interpretation must be reasonable and sensible to effect legislative design and intent.' [Citation omitted.]" 279 Kan. at 121, 105 P.3d 1247.

Finally, we have noted that "[i]n construing statutes and determining legislative intent, several provisions of an act or acts, *in pari materia,* must be construed together with a view of reconciling and bringing them into workable harmony if possible. [Citation omitted.]" *Petty v. City of El Dorado,* 270 Kan. 847, 852, 19 P.3d 167 (2001).

IN RE K.M.H.
285 KAN. 53, 169 P.3D 1025
KAN., 2007. OCTOBER 26, 2007

As discussed above, although the 1973 Uniform Act governed the paternity of children born only to married women as a result of artificial insemination with donor sperm, the version adopted by Kansas omitted the word "married." See K.S.A. 38-1114(f). This drafting decision demonstrates the legislature's intent that the bar to donor paternity apply regardless of whether the recipient was married or unmarried.

The other alteration in the 1973 Uniform Act's language is directly at issue here. The Kansas Legislature provided that a sperm donor and recipient could choose to opt out of the donor paternity bar by written agreement. See K.S.A. 38-1114(f). The legislative record contains no explanation for this deviation from the 1973 Uniform Act's language. See Minutes of the House Judiciary Committee, January 19, 1994, and February 25, 1994.

…

When we are called upon to interpret a statute, we first attempt to give effect to the intent of the legislature as expressed through the language enacted. When a statute is plain and unambiguous,

we do not speculate as to the legislative intent behind it and will not read the statute to add something not readily found in it. We need not resort to statutory construction. It is only if the statute's language or text is unclear or ambiguous that we move to the next analytical step, applying canons of construction or relying on **legislative history** construing the statute to effect the legislature's intent. See ***80** *CPI Qualified Plan Consultants, Inc. v. Kansas Dept. of Human Resources,* 272 Kan. 1288, 1296, 38 P.3d 666 (2002); *State v. Robinson,* 281 Kan. 538, 539-40, 132 P.3d 934 (2006).

Again, K.S.A 38-1114(f) states in pertinent part: "The donor of semen provided to a licensed physician for use in artificial insemination of a woman other than the donor's wife is treated in law as if he were not the birth father of a child...." D.H.'s argument focuses on the phrase "provided to licensed physician," essentially reading it to say " *directly and personally* provided to a licensed physician" or "provided to a licensed physician *by the donor*." This argument lacks merit.

The language of the statute is clear and unambiguous, and we will not add to it, as D.H. suggests. The words "the donor" form the subject of the predicate "is treated as if he were not the birth father." The lengthy dependent clause "provided to a licensed physician for use in artificial insemination of a woman other than the donor's wife" modifies "semen." K.S.A. 38-1114(f) does not require the donor *himself* to provide his sperm to the physician performing the insemination. It requires only that the donor's sperm be provided to the physician by *an unspecified someone or something.* The fact that S.H. was that someone here did not prevent application of the statute to this situation.

DILLON REAL ESTATE CO. INC. V. CITY OF TOPEKA
284 KAN. 662, 163 P.3D 298
KAN., 2007. JULY 27, 2007

***300 *662** *Syllabus by the Court*

4. The fundamental rule to which all other rules are subordinate is that the intent of the legislature governs if that intent can be ascertained. An appellate court must give effect to that intent, which the legislature is initially presumed to have expressed through the language it used. When language is plain and unambiguous, there is no need to resort to statutory construction. An appellate court merely interprets the language as it appears; it is not free to speculate and cannot read into the statute language not readily found there.

…

9. When an appellate court is construing an ambiguous statute, the court is not limited to the mere consideration of the language employed, but may also look to the historical background of the enactment, the circumstances accompanying its passage, the purposes to be accomplished, and the effect the statute may have under the various suggested constructions. Additionally, legislative intent is to be determined from a general consideration of the entire act. An appellate court's duty, as far as practicable, is to harmonize different statutory provisions to make them sensible.

…

The fundamental rule to which all other rules are subordinate is that the intent of the legislature governs if that intent can be ascertained. *Johnson v. Westhoff Sand Co., Inc.,* 281 Kan. 930, Syl. ¶ 14, 135 P.3d 1127 (2006). We must give effect to that intent, which the legislature is initially presumed to have expressed through the language it used. When language is plain and unambiguous, there is no need to resort to statutory construction. An appellate court merely interprets the language as it appears; it is not free to speculate and cannot read into the statute language not readily found there. *Board of Leavenworth County Comm'rs v. Whitson,* 281 Kan. 678, 685, 132 P.3d 920 (2006).

The language of K.S.A. 12-520(c) is clear:

…

Basically, the parties differ on whether K.S.A. 12-536 expands, or contracts, the reach of K.S.A. 12-520(c). The City essentially reads "only" into K.S.A. 12-536, so that the statute contracts 12-520(c) and effectively states: "The provisions of this act shall [*only*] be applicable to any annexation made without the written consent of or petition by the landowners and which is not completed before the effective date of this act." By contrast, Dillon essentially reads "also" into K.S.A. 12-536 so that the statute expands K.S.A. 12-520(c) and effectively reads: "The provisions of this act shall [*also*] be applicable to any annexation made without the written consent of or petition by the landowners and which is not completed before the effective date of this act." In short, Dillon argues that K.S.A. 12-536 does not provide when the annexation act is inapplicable; rather, it provides those additional situations in which the act will apply somewhat retroactively.

…

*****310*** [22]According to Dillon, the City's suggestion that K.S.A. 12-536 limits application of SB 246's Section 10 [K.S.A. 12-534] to only cases where consent was not given is absurd because K.S.A. 12-534-which deals with consents-then would have no application. Dillon reminds us that the legislature is presumed to not enact useless or meaningless legislation, and that our interpretation of a statute should avoid absurd or unreasonable results. See *Hawley v. Kansas Dept. Of Agriculture,* 281 Kan. 603, Syl. ¶ 9, 132 P.3d 870 (2006).

…

We begin our analysis by agreeing with the implication contained in the parties' arguments: K.S.A. 12-536 is ambiguous. If a statute is plain and unambiguous, the court must give effect to it as it is written. See *Hawley,* 281 Kan. at 618, 132 P.3d 870. But, if ambiguity exists, the court " 'is not limited to the mere consideration of the language employed, but may also look to the historical background of the enactment, the circumstances accompanying its passage, the purposes to be accomplished, and the effect the statute may have under the various suggested constructions.' " *City of Lenexa v. City of Olathe,* 228 Kan. 773, 776, 620 P.2d 1153 (1980) (determining legislative intent in amending annexation statutes), *modified on other grounds on rehearing* 229 Kan. 391, 625 P.2d 423 (1981). Additionally, legislative intent is to be determined from a general consideration of the entire act. Our duty, as far as practicable, is to harmonize different statutory provisions to make them sensible. *City of Topeka v. Board of Shawnee County Comm'rs,* 252 Kan. at 440, 845 P.2d 663.

The parties have not provided, nor have we found, any **legislative history** concerning K.S.A. 12-536. Nor have we found any Kansas published legal references to the statute outside of the parties' briefs to this court.

GRAHAM V. DOKTER TRUCKING GROUP
284 KAN. 547, 161 P.3D 695
KAN., 2007. JULY 13, 2007

[5] To the extent this appeal involves statutory interpretation, this court has stated that "interpretation of a statute is a necessary and inherent function of an agency in its administration or application of that statute" and that "the interpretation of a statute by an administrative agency charged with the responsibility of enforcing that statute is entitled to great judicial deference." *Mitchell v. Liberty Mut. Ins. Co.*, 271 Kan. 684, Syl. ¶ 4, 24 P.3d 711 (2001). In recent decisions, *****701*** however, we have been reluctant to apply this doctrine of operative construction when faced with questions of law on undisputed facts. See *Fieser v. Kansas Bd. of Healing Arts,* 281 Kan. 268, 270-71, 130 P.3d 555 (2006). Rather, we have held that the determination of an administrative body on a question of law on undisputed facts is not conclusive. While persuasive, it is not binding on the court. See, *e.g., Fieser,* 281 Kan. at 270, 130 P.3d 555; *Foos v. Terminix,* 277 Kan. 687, 692-93, 89 P.3d 546 (2004).

[6] When a statute is plain and unambiguous, we must give effect to its express language, rather than determine what the law should or should not be. We will not speculate on legislative intent and will not read the statute to add something not readily found in it. If the statute's language is clear, there is no need to resort to statutory construction. *Steffes v. City of Lawrence,* 284 Kan. ----, Syl. ¶ 2, 160 P.3d 843 (2007); *Perry v. Board of Franklin County Comm'rs,* 281 Kan. 801, 809, 132 P.3d 1279 (2006).

…

The Court of Appeals erred in overlooking the import of this plain language in the statute, instead attempting to divine legislative intent from a review of **legislative history**. See *Graham I,* 36 Kan.App.2d at 525, 141 P.3d 1192. In our view, that step is unnecessary. Statutory interpretation begins with the language selected by the legislature. ***557** If that language is clear, if it is unambiguous, then statutory interpretation ends there as well. See *Perry,* 281 Kan. at 809, 132 P.3d 1279.

STATE V. HARRIS
284 KAN. 560, 162 P.3D 28
KAN., 2007. JULY 13, 2007

When reviewing a statute, an appellate court first attempts to give effect to the intent of the legislature as expressed. When the language of a statute is plain and unambiguous, the court must give effect to that language, rather than determine what the law should or should not be. The court will not speculate as to legislative intent or read such a statute to add something not readily found in it. *State v. Post,* 279 Kan. 664, 666, 112 P.3d 116 (2005); *State v. de la Cerda,* 279 Kan. 408, 411, 109 P.3d 1248 (2005). The court will not resort to canons of statutory construction or consult **legislative history** if the language of a statute is clear and unambiguous as written. See *State v. Robinson,* 281 Kan. 538, 539-540, 132 P.3d 934 (2006).

The plain and unambiguous language of K.S.A. 21-3439(a)(6) defines capital murder as …

The language chosen by the legislature for the defining statutory provision is plain and unambiguous; the rulings in the Texas and Virginia cases discussed above reinforce our reading of that language. The allowable unit of prosecution for capital murder under ***578** K.S.A. 21-3439(a)(6) is the intentional and premeditated killing of more than one person.

IN RE ESTATE OF SAUDER
283 KAN. 694, 156 P.3D 1204
KAN., 2007. APRIL 27, 2007

The phrase "occupying and cultivating" is not defined in the statute. However, guidance as to the intended meaning of the phrase is provided through two other statutory provisions relating to the timing and effect of notices of termination. We must construe these provisions along with K.S.A. 58-2506 to determine the legislature's intent. See *Pieren-Abbott v. Kansas Dept. of Revenue,* 279 Kan. 83, 89, 106 P.3d 492 (2005) (several provisions of an act in pari materia must be construed together when determining legislative intent and reconciling provisions). First, K.S.A. 58-2506(b) provides that the termination date of leases will be extended to August 1 if a fall seeded grain crop "has been prepared in conformance***703** with normal practices in the area." Second, pursuant to K.S.A. 58-2506a, if a landlord gives notice of termination of a lease, a tenant who "has performed customary tillage practices or has applied or furnished fertilizers, herbicides or pest control substances" but not planted crops is entitled to payment for the "fair and reasonable value of the services furnished and the fertilizers, herbicides or pest control substances furnished."

[4] Thus, these provisions vest tenants with certain rights if a tenant performs one or more of the listed tasks. From these provisions, we discern a legislative intent that one who leases farm property and performs customary tillage practices, plants crops, or applies fertilizers, herbicides, or

pest control is occupying and cultivating the leased premises within the meaning of the notice requirements of K.S.A. 58-2506 and K.S.A. 58-2506a. Because David had worked and applied fertilizer to the property that was subject to the oral leases, David was occupying and cultivating the property. Consequently, the leases were in effect at the time of David's death because no notice of termination was provided by any landlord or David before March 1, 2004.

IRON HORSE AUTO, INC. V. LITITZ MUT. INS. CO.
283 KAN. 834, 156 P.3D 1221
KAN., 2007. APRIL 27, 2007

[8]Our rules of statutory interpretation are well settled and oft repeated.

" 'The fundamental rule of statutory construction to which all other rules are subordinate is that the intent of the legislature governs if that intent can be ascertained. The legislature is presumed to have expressed its intent through the language of the statutory scheme it enacted. When a statute is plain and unambiguous, the court must give effect to the intention of the legislature as expressed rather than determine what the law should or should not be.' *Williamson v. City of Hays,* 275 Kan. 300, 305, 64 P.3d 364 (2003)." *Pieren-Abbott v. Kansas Dept. of Revenue,* 279 Kan. 83, 88, 106 P.3d 492 (2005).

To the extent K.S.A. 40-2,118 can be considered a criminal statute, it would be subject to the general requirement of strict construction, *i.e.,* " '[a]ny reasonable doubt about the meaning is decided in favor of anyone subjected to the criminal statute.' " *State v. McCurry,* 279 Kan. 118, 121, 105 P.3d 1247 (2005) (quoting *State v. Cox,* 258 Kan. 557, Syl. ¶ 7, 908 P.2d 603 [1995]).

A plain and common sense reading of the statute indicates an intent to simply relieve an insurer from any obligation, separate and apart from the terms of the insurance policy contract, to provide coverage or pay any claim involving a fraudulent insurance act. We do not read the statutory language as voiding coverage which an insurer chooses to voluntarily offer for the benefit of the insured. To find that the legislature intended to absolutely prohibit union mortgage clauses in this State, one must ignore the words, "be required to," and read the statutory language to mean an "insurer shall not provide coverage or pay any claim involving a fraudulent insurance act." The legislature is presumed to express its intent by the language that it employs and, therefore, we do not cavalierly delete words from statutes. See *State v. Bryan,* 281 Kan. 157, 159, 130 P.3d 85 (2006). Giving ordinary meaning to the ordinary words of the statute, K.S.A. 40-2,118(c) does not abolish all standard or union mortgage clauses.

The Insurance Company propounds a number of arguments in support of its statutory argument. We will attempt to address them separately.

Legislative History

The Insurance Company urges us to find that the timing of the 1994 amendments indicates a legislative intent to overrule the holding in *Union State Bank v. St. Paul Fire & Marine Ins. Co.,* 18 Kan.App.2d 466, 471, 856 P.2d 174, *rev. denied* 253 Kan. 864 (1993), and thus to abolish the "union mortgage doctrine" in this State. The argument invites us to speculate as to the legislature's reason for amending K.S.A. 40-2,118. We perceive that the statutory language precludes the need for us to guess about the legislature's motivation. See *Board of Leavenworth County Comm'rs v. Whitson,* 281 Kan. 678, 685, 132 P.3d 920 (2006) (resort to **legislative history** or statutory construction rules to ascertain legislative intent is appropriate only when a plain reading of the text of the statute yields an ambiguity or lack of clarity). Nevertheless, the **legislative history** suggests the proponents of the amendments were ****841*** principally concerned with specifying criminal penalties and restitution within the insurance code to deter insurance fraud, rather than clarifying insurance policy coverage issues.

WILLIAMSON V. AMRANI
283 KAN. 227, 152 P.3D 60
KAN., 2007. FEBRUARY 09, 2007

231 In this case, the district court decided that Dr. Amrani was entitled to judgment as a matter of law because the KCPA did not apply to a doctor's professional conduct in providing medical treatment to a patient. Resolution of this issue requires the court to interpret the KCPA. Statutory interpretation is a question of law subject to de novo review. *Myers v. Board of Jackson County Comm'rs,* 280 Kan. 869, 871, 127 P.3d 319 (2006).

"In resolving questions of statutory interpretation, this court follows a cardinal rule of statutory construction:

'It is a fundamental rule of statutory construction, to which all other rules are subordinate, that the intent of the legislature governs if that intent can be ascertained. The legislature is presumed to have expressed its intent through the language of the statutory scheme it enacted. When a statute is plain and unambiguous, the court must give effect to the intention of the legislature as expressed, rather than determine what the law should or should not be. Stated another way, when a statute is plain and unambiguous, the appellate courts will not speculate as to the legislative intent behind it and will not read such a statute so as to add something not readily found in it.' [Citations omitted.]" *State ex rel. Topeka Police Dept. v. $895.00 U.S. Currency,* 281 Kan. 819, 825, 133 P.3d 91 (2006).

The Kansas Consumer Protection Act

Because the legislature is presumed to have expressed its intent through the language of the statutory scheme it enacted, the analysis must begin with a review of the relevant provisions of the KCPA.

…

The plain language of the KCPA is broad enough to encompass the providing of medical care and treatment services within a physician-patient relationship.

…

Furthermore, the KCPA does specifically exclude certain other persons and transactions from its scope.

WINNEBAGO TRIBE OF NEBRASKA V. KLINE
283 KAN. 64, 150 P.3D 892
KAN., 2007. FEBRUARY 05, 2007

The doctrine of operative construction of statutes provides that the interpretation of a statute by an administrative agency charged with the responsibility of enforcing the statute is entitled to judicial deference. If there is a rational basis for the agency's interpretation, it should be upheld on judicial review. If, however, the reviewing court finds that the administrative agency's interpretation is erroneous as a matter of law, the court should take corrective steps. The determination of an administrative agency as to questions of law is not conclusive and, while persuasive, is not binding on the courts. *GT, Kansas, L.L.C. v. Riley County Register of Deeds,* 271 Kan. 311, 317, 22 P.3d 600 (2001).

…

The proposed legislation was not enacted. Unenacted amendments to the motor-vehicle fuel tax law are no bases for deciding whether the fuel imported by HCI is received in this state. But the amendments' being suggested by KDR indicates that it recognized that the current statutory

language may not expressly support its enforcement practices. There is no question, however, that KDR enforces the fuel tax against importers under an operative construction of the statute.

…

The **legislative history** of K.S.A.2005 Supp. 79-3408(b) supports the Supreme Court's conclusion. It shows that the provision "[u]nless otherwise specified in K.S.A. 79-3408c, and amendments thereto, the incidence of this tax is imposed on the distributor of the first receipt of the motor fuel," was added to the Act in 1998. L.1998, ch. 96, sec. 2(c). According to the testimony of Shirley Klenda Sicilian, Director of Policy & Research for the Kansas Department of Revenue, the purpose of the provision was to distinguish between retailers and those upstream of retailers. The provision, according to Sicilian, was "intended to clarify that the legal ***77*** incidence of the motor fuel tax is on motor fuel distributors, not retailers, and not customers."

…

The interpretation of a statute is a question of law over which this court has unlimited review. The fundamental rule of statutory construction is that the intent of the legislature governs if that intent can be ascertained. The legislature is presumed to have expressed its intent through the language of the statutory scheme. Ordinary words are given their ordinary meanings. When a statute is plain and unambiguous, the court must give effect to the intention of the legislature as expressed, rather than determine what the law should or should not be. *O'Donoghue v. Farm Bureau Mut. Ins. Co.*, 275 Kan. 430, 66 P.3d 822 (2003). The right to tax must be strictly construed in favor of the taxpayer. "Tax statutes will not be extended by implication beyond the clear import of the language ***78*** employed therein, and their operation will not be enlarged so as to include matters not specifically embraced." *In re Tax Exemption Application of Kaul,* 261 Kan. 755, 766, 933 P.2d 717 (1997).

…

The Act unambiguously specifies that the distributor of first receipt is liable for payment of the tax, and it is paid only once. The Act does not impose the fuel tax on any other entity. We need go no further to determine the legislative intent and must give effect to that intent as clearly expressed in 79-3408(b). Absent uncertainty or ambiguity the doctrine of operative construction is not applicable. KDR cannot ignore the plain and unambiguous language of the statute, for that matter, nor can this court.

BRUCH V. KANSAS DEPT. OF REVENUE
282 KAN. 764, 148 P.3D 538
KAN., 2006. DECEMBER 22, 2006

While the provisions of K.S.A. 77-614(b) do not expressly provide for strict compliance, the detail within the statute identifies what must be included in the pleading of a petition for review. **Legislative history** concerning the adoption of the KJRA provides little guidance. However, two helpful points emerge from the legislative hearings before the Kansas Legislature:

(1) According to members of the Advisory Committee (more fully discussed below), the two main goals for the KJRA were uniform treatment of agency actions and increased accessibility to the court system.

(2) Professor David Ryan, a member of the Administrative Procedures Advisory***548*** Committee that proposed the Kansas Administrative Procedure Act (KAPA) and KJRA, provides ***778*** some guidance. His article, *The New Kansas Administrative Procedure and Judicial Review Acts,* while brief, provides the most in-depth discussion of the requirements of K.S.A. 77-614. Ryan, *The New Kansas Administrative Procedure and Judicial Review Acts,* 54 J.K.B.A. 53, 64 (1985). We note that this article's discussion of K.S.A. 77-614 was quoted in *Pittsburg State*

University v. Kansas Bd. of Regents, 30 Kan.App.2d 37, 45, 36 P.3d 853 (2001), *rev. denied* 273 Kan. 1036 (2002), discussed below.

Professor Ryan noted that the KJRA was modeled after Article 5 of the Model State Administrative Procedure Act of 1981 (1981 MSAPA). Ryan, 54 J.K.B.A. at 54. In the absence of any definitive answer in the **legislative history**, we consulted the official comments of the 1981 MSAPA to determine whether they shed any light as to the intent behind the requirements of the petition for review under the KJRA. Section 5-109(b) of the 1981 MSAPA has language almost identical to K.S.A. 77-614(b):

…

The official comment to § 05-108 of the Draft Model State Administrative Procedures Act of 2004, whose language is identical to § 5-109 of the 1981 MSAPA, similarly explains that "[t]he detail will be of assistance to unrepresented parties and will also assist the court by requiring specified useful information."

…

In his article, Professor Ryan seems to indicate that this interpretation is correct in Kansas.

"The KJRA *specifically requires* the petition for review provide: (1) identification of the petitioner, (2) agency identification, (3) the agency action at issue including a brief description, (4) identification of the persons who were parties

…

[8] We conclude that a strict compliance standard, like the one that has been adopted in Iowa and Pennsylvania, is more in keeping with the overall intent of the Kansas Legislature in enacting the KJRA. K.S.A. 77-614 is much more akin to the Iowa statute cited than the Arizona law. Compare Iowa Code § 17A.19(4) (2005) with Ariz.Rev.Stat. § 23-672(F) (2005). Moreover, Professor Ryan explained that the Kansas pleading requirements were intended to create a more "manageable framework," for reviewing agency actions. 54 J.K.B.A. at 67. We believe that this is best served by a specific pleading requirement, which would apprise both the court and the agency of the positions to be raised. Compliance with the specific language of K.S.A. 77-614(b) meets the strict compliance requirement.

STATE V. KLEYPAS
282 KAN. 560, 147 P.3D 1058
KAN., 2006. DECEMBER 08, 2006

In response to our decision in *Spry*, the legislature passed L.1999, ch. 138, sec. 1 (H.B.2440), which amended K.S.A. 21-4636(f) by adding the following language:

…

No similar amendment was made to the heinous, atrocious, or cruel aggravating circumstance contained in K.S.A. 21-4625(6). Further, review of the **legislative history** indicates that H.B. 2440 was not meant to affect K.S.A. 21-4625(6). See Testimony of Representative Kent Glasscock, sponsor, before House Judiciary Committee, March 3, 1999 (stating that the bill "does not change the aggravating factors for capital punishment").

The district court in the instant case apparently applied the maxim *expressio unius est exclusio alterius* (the inclusion of one thing implies the exclusion of another) to reason that because stalking was expressly included in the amendment to K.S.A. 21-4636(f) and K.S.A. 21-4625(6) was not similarly amended, stalking was *not relevant* to prove that a capital murder was heinous, atrocious, or cruel under K.S.A. 21-4625(6).

[7] Examination of the amendment to K.S.A. 21-4636(f) contradicts this reasoning and finding by the district court. While the amendment adds some factors that would not have been considered relevant to a preamendment determination of whether a murder was heinous, atrocious, or cruel, such as the desecration of the victim's body, it also includes some factors that previously would have been clearly relevant prior to the amendment, such as "infliction of mental anguish or physical abuse before the victim's death." See K.S.A.2005 Supp. 21-4636(f)(3), (6). Thus, it is apparent that the amendment***568*** to the hard 50 statute was meant to both expand and clarify the statute. The fact that K.S.A. 21-4625(6) was not similarly amended ****1064*** does not reflect a legislative intent that the factors listed in the hard 50 amendment are not relevant to show that a capital murder was committed in a heinous, atrocious, or cruel fashion. Rather, it evidences only an intent that the heinous, atrocious, or cruel aggravator in K.S.A. 21-4625(6) be interpreted in the same manner as the preamendment aggravator in K.S.A. 21-4636(f).

MONTOY V. STATE
282 KAN. 9, 138 P.3D 755
KAN., 2006. JULY 28, 2006

[3] First, we reject the State's contention that we may not consider the LPA Cost Study Analysis in determining whether the legislature complied with our orders. Although the LPA Cost Study Analysis is not ****763*** evidence in the record on appeal, it is part of the **legislative history** of S.B. 549. *Cf., Urban Renewal Agency v. Decker*, 197 Kan. 157, 160, 415 P.2d 373 (1966) (historical background, legislative proceedings, and changes in a statute during course of enactment may be considered by the court in determining legislative intent).

The LPA Cost Study Analysis was commissioned by the legislature in order to assist in determining the actual costs of providing a suitable funding system. The legislature dictated the parameters of the study, the study was conducted by its employees, subject to the legislature's direction and oversight, the study was presented to the legislature early in the 2006 session, and there was an ongoing dialogue between the legislature and LPA concerning the study during the course of the legislative session. See Memorandum***21*** of April 21, 2006 from LPA to all legislators. See also K.S.A.2005 Supp. 46-1131 (commissioning LPA to conduct the Cost Study Analysis, setting the parameters of the study, and directing LPA to submit its report to the legislature by a date certain or request additional time); K.S.A. 46-1101 (legislative post audit committee comprised of five senators and five members of the house of representatives); K.S.A. 46-1102 (LPA headed by the post auditor, who is appointed by the legislative post audit committee); and K.S.A. 46-1103 (establishing LPA, and providing that its employees are under the direct supervision of the post auditor in accordance with the policies adopted by the legislative post audit committee).

Accordingly, we may consider the LPA cost study as part of the **legislative history** of S.B. 549 in determining legislative intent as it is relevant to the question whether the legislature has complied with our orders in this case. That does not mean, however, that we may consider the findings and conclusions in the report as substantial competent evidence of the actual and necessary costs of providing a suitable education.

HAYES SIGHT & SOUND, INC. V. ONEOK, INC.
281 KAN. 1287, 136 P.3D 428
KAN., 2006. JUNE 16, 2006

[31]MCMC and ONEOK make an argument very similar to one rejected in *Beck.* They argue that the statute does not govern this case because the interests it protects are those of the gas injector. They point to the title of K.S.A. 55-1210 and cite *Arredondo v. Duckwall Stores, Inc.*, 227 Kan. 842, 846, 610 P.2d 1107 (1980), for the proposition that the title of a statute "cannot be ignored as an aid in determining legislative intent." Where, as here, the statute expressly addresses matters and interests other than the property interests of the gas injector, it is obvious that the scope

of the title is less comprehensive than that of the statute. However, in *State v. Martens*, 274 Kan. 459, Syl. ¶ 3, 54 P.3d 960 (2002), we held that the title is not dispositive because it is "prepared by the Revisor of Statutes and forms no part of the statute itself." Moreover, the title is unnecessary to a determination of legislative intent when ***1329*** the language of the statute is plain.

STATE V. ANDERSON
281 KAN. 896, 136 P.3D 406
KAN., 2006. JUNE 09, 2006

This case also requires statutory interpretation or construction, which raises issues of law reviewable de novo on appeal. See *State v. Maass*, 275 Kan. 328, 330, 64 P.3d 382 (2003). We attempt to give effect to the intent of the legislature as expressed. If a statute is plain and unambiguous, we do not determine what the law should or should not be, speculate as to the legislative intent behind it, or read the statute to add something not readily found therein. *State v. de la Cerda*, 279 Kan. 408, 411, 109 P.3d 1248 (2005).

…

In addition, the statute's inclusion of the word "written" is clear and significant. Sackhoff was authorized to deputize a law enforcement officer to arrest Anderson by "giving such officer a *written* arrest and detain***417*** order setting forth that the released inmate, in the judgment of the parole officer, has violated the conditions of the inmate's release." K.S.A.2005 Supp. 75-5217(a). Sackhoff's oral authorization during a telephone call did not meet the requirement of a written order put into the possession of the officers. His promise to execute a written order and leave it to be picked up at his home later also did not cure this defect.

Although we need look no further than this to resolve this case, we note that our insistence that the order be in writing is consistent with the **legislative history**.