

MINUTES OF THE SENATE COMMITTEE ON TRANSPORTATION AND UTILITIES

The meeting was called to order by Sen. Bill Morris at _____
Chairperson

9:00 a.m. ~~pm~~ on February 26, 1985 in room 254-E of the Capitol.

All members were present ~~except~~.

Committee staff present:

Fred Carman, Revisor
Hank Avila, Research Department
Louise Cunningham, Secretary

Conferees appearing before the committee:

Pat Barnes, Topeka, Kansas Motor Car Dealers Association
Janet Vorbeck, Kansas City
David Tittsworth, KDOT
Sen. Francisco
Kim Dewey, Sedgwick County Commissioners
Chris McKenzie, League of Municipalities

On a motion from Sen. Thiessen and a second from Sen. Francisco the Minutes of February 21 and 22, 1985 were approved. Motion carried.

HEARING ON S.B. 118 - The Lemon Law

PROPOSERS:

Pat Barnes, Kansas Motor Car Dealers Association, said they supported the bill with modifications. He had those modifications in his prepared statement. A copy of his statement is attached. (Attachment 1).

One of the members of the committee said that Kansas is now the toughest state in the Union in this regard and to repeal parts of the law in favor of the Lemon Law would be a step backward.

Janet Vorbeck, Kansas City, told the committee of her experience with a Chevy pickup she and her husband had purchased from Jay Wolfe Chevrolet on October 27, 1984. She felt they had a defective car and had not received any satisfaction to date. A copy of her statement is attached. (Attachment 2).

The committee had several questions for Mrs. Vorbeck and she told them the matter has been turned over to an attorney. She was in favor of S.B. 118.

HEARING ON S.B. 294 - Concerning LP gas tax exemption.

Sen. Francisco said through an oversight he did not get the bill introduced in time, so the Assessment and Taxation Committee introduced it for him.

When the 1983 legislature removed the exemption of LP gas and included municipalities the City of Wichita was required to pay a yearly tax of approximately \$25,000 in 1984. The City of Wichita was a leader in trying a progressive approach to energy conservation. The state with this action discourages the use of this alternative fuel. The City of Wichita is requesting an exemption from paying the fuel tax. Sen. Francisco submitted an explanation and review of this issue. A copy is attached. (Attachment 3).

A letter was submitted from Judith E. Anderson, Intergovernmental Affairs Officer, City of Wichita, requesting an exemption for the City of Wichita and supporting S.B. 294. A copy is attached. (Attachment 4).

CONTINUATION SHEET

MINUTES OF THE SENATE COMMITTEE ON TRANSPORTATION AND UTILITIES,
room 254-E, Statehouse, at 9:00 a.m./~~p.m.~~ on February 26, 1985.

Kim Dewey, Sedgwick County Commissioners, said they do not believe one unit of government should take from another unit. The City of Wichita is presently trying other fuels and are successful in saving money for the taxpayers by using cheaper gas. This is an incentive for the city to continue to use alternative fuel.

Chris McKenzie, League of Municipalities, spoke in support of S.B. 294 and said they were not aware that their exemption had been stricken until it had passed.

Harley Duncan, Secretary, Department of Revenue, said the cost for this exemption for Wichita would be \$26,500.

CONTINUED HEARING ON S.B. 144 - SEAT BELT LAW

David Tittsworth, KDOT, said some questions had been raised at the previous hearing concerning the educational program for seat belts. He said Kansas had been receiving federal funds for educational programs and S.B. 144 would not authorize any new provisions for education. With their present educational programs they estimate useage now at 8 to 10%. With maximum education it would probably get up to 12%. They strongly favor section 4(b), the mitigating clause. Right now there are a lot of cases against KDOT and they cannot submit evidence that a person was not wearing a seat belt. It would just be one factor a jury could consider. Statement from KDOT dated February 21, 1985 is attached. (Attachment 5).

Some states are lowering the federally recommended \$25 fine just to stay out of compliance with the federal regulations.

The question was raised about rural mail carriers. They would have to constantly remove their seat belts to deliver the mail and asked to be exempted. This would bring Kansas out of conformity.

Meeting was adjourned at 10:00 a.m.

SENATE TRANSPORTATION & UTILITIES COMMITTEE

Date 2-26 Place 254-E Time 9:00

GUEST LIST

PLEASE PRINT

NAME

ADDRESS (City)

ORGANIZATION

Louanne Vorbeck	6101 Sloan KCKs 66104	H. W.
Janet Vorbeck	3720 N. 67 KCKs. 66104	
PAT BARUES	TOPEKA	Ks Motorist Dealers Assn
Ken Russler	✓	K. L. P. GAS ASSN.
Mary E. Turkington	Topeka	Kansas Mtd Carriers Assn.
Jacie D. Matthei	—	Sen. Walker's office
Chris McKenage	Topeka	League of Ks. Municip.
Roger McCollister	Topeka	—
KC Dewey	WICHITA	SEBOWICK COMPANY
ED DESOIGNIE	TOPEKA	KDOT
DAVID G. TITTSWORTH	"	"

BEFORE THE SENATE TRANSPORTATION AND
UTILITIES COMMITTEE REGARDING S.B. 118

Mr. Chairman and Members of the Committee, I am Pat Barnes, legislative counsel for the Kansas Motor Car Dealers Association.

Our membership endorses the concept of this bill, but would offer recommendations and amendments for your consideration.

Under current Kansas law, consumers have several remedies by which they may seek restitution from a manufacturer or dealer if the consumer feels the product purchased is substandard.

First of all, agencies such as the Better Business Bureau have formed informal third party arbitration panels which review consumer complaints against manufacturers. General Motors and American Motors Corporations have endorsed the Better Business Bureau program as their formal third party arbitration panel. Ford and Chrysler currently have similar arbitration or complaint resolution systems. Import manufacturers are also working with the Better Business Bureau or are setting up their own programs.

We feel that the third party mediation panel fairly resolves disputes of this type, and would also point out that Senate Bill 118 contains language in Section 1, (f), that requires a consumer to follow such an arbitration procedure if one has been established by the manufacturer.

Second, under the Uniform Commercial Code a customer can enforce the warranty he is provided by the manufacturer as well

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as the implied warranties provided by this law. The customer can also revoke his acceptance of the vehicle in certain cases to receive a refund.

Finally, the Kansas Consumer Protection Act can be invoked in appropriate cases.

Should this committee and should this legislature feel it necessary to enact this law, we would like to ask for certain amendments to the bill as it is currently written. Attached to this written statement is a balloon indicating our suggested amendments. These amendments would clear up what we feel to be some problem areas in interpretation as well as areas which we feel should be addressed or specified.

I will briefly, with your permission, review these recommended amendments:

On line 0022, following the word "vehicle", strike the comma and insert "normally used for personal, family, or household purposes", and on line 0023 following "transferred" insert "for the same purposes".

We feel this change is necessary as it limits this act to the "family" car. We can see problems on the horizon if this act included commercial vehicles. The normal abuse a commercial vehicle, such as a large truck, is subjected to on a daily basis could cloud a complaint to the degree that it might be impossible to determine if the defect was a manufacturer's defect, normal wear and tear, or abuse by the owner. The change in line 0023 is

technical so that the sentence conforms with the amendment on line 0022.

On line 0070 we would suggest striking "calendar" and inserting "business" to allow the manufacturer, its agent or authorized dealer more time to make the necessary repairs or adjustments.

On line 0075, following "disaster" we would suggest that a new sentence be added reading: "In no event shall the presumption herein provided apply against a manufacturer unless the manufacturer has received prior direct notification from or on behalf of the consumer and an opportunity to cure the defect alleged."

This is a point of clarification. We feel that the consumer should have the responsibility to contact the manufacturer directly informing them of the defect and giving the manufacturer ample opportunity to cure the defect, if one actually exists. It is possible that a problem might occur with a vehicle which a dealer, especially a small dealer, might not be able to correct, but that would be correctible if the factory had the opportunity to have one of their service representatives work on the problem.

A new subsection (g) should be inserted to read as follows: "Any action brought under this act shall be commenced within six (6) months following (1) expiration of the express warranty term or (2) one (1) year following the date of original delivery of the motor vehicle to the consumer, whichever is the earlier date."

This is simply a statute of limitations whereby the consumer must begin any action within the prescribed time.

Finally, we would ask for the insertion of a subsection (h) which would essentially read as follows: "Any consumer must proceed under the provisions of this act and shall use the remedy provided hereunder and shall not be entitled to use those remedies provided under the provisions of Chapter 84 of the Kansas Statutes Annotated, and amendments thereto."

If different language is preferred we can recommend the language in the Missouri version of this act. Conformed to the Kansas Act it would read: "The provisions of K.S.A. 84-2-602 to K.S.A. 84-2-609, and amendments thereto, shall not apply to sales of new motor vehicles and such sales shall be governed by the provisions of [this Act]."

This exclusion is needed in the interest of fairness. If this law is truly designed to provide a remedy for problems consumers are faced with today, then the remedies provided under the Uniform Commercial Code in this state should be considered unneeded. In addition, in the interest of fairness a dealer should not be subjected to numerous claims under co-existing legal theories for the same defect.

Mr. Chairman and Members of the Committee, we hope that if you decide Kansas needs this legislation, you will amend S.B.

118 to conform with the above suggestions.

Thank you for your time and attention, and I will be happy to attempt to answer any questions you may have.

SENATE BILL No. 118

By Committee on Transportation and Utilities

1-30

0017 AN ACT concerning motor vehicles; automobile warranties;
0018 commonly called the lemon law.

0019 *Be it enacted by the Legislature of the State of Kansas:*

0020 Section 1. (a) As used in this act:

0021 (1) "Consumer" means the purchaser, other than for purposes
0022 of resale, of a motor vehicle, any person to whom such motor
0023 vehicle is transferred during the duration of an express warranty
0024 applicable to such motor vehicle and any other person entitled
0025 by the terms of such warranty to enforce the obligations of the
0026 warranty; and

0027 (2) "motor vehicle" means a motor vehicle designed to carry
0028 passengers which is sold in this state.

0029 (b) If a new motor vehicle does not conform to all applicable
0030 express warranties, and the consumer reports the nonconformity
0031 to the manufacturer, its agent or its authorized dealer during the
0032 term of such express warranties or during the period of one year
0033 following the date of original delivery of the motor vehicle to a
0034 consumer, whichever is the earlier date, the manufacturer, its
0035 agent or its authorized dealer shall make such repairs as are
0036 necessary to conform the vehicle to such express warranties,
0037 notwithstanding the fact that such repairs are made after the
0038 expiration of such term or such one-year period.

0039 (c) If the manufacturer, or its agents or authorized dealers,
0040 are unable to conform the motor vehicle to any applicable ex-
0041 press warranty by repairing or correcting any defect or condition
0042 which substantially impairs the use and value of the mo-
0043 tor vehicle to the consumer after a reasonable number of attempts,
0044 the manufacturer shall replace the motor vehicle with a compa-
0045 rable motor vehicle under warranty or accept return of the

normally used for personal, family, or
household purposes

for the same purposes

0046 vehicle from the consumer and refund to the consumer the full
 0047 purchase price including all collateral charges, less a reasonable
 0048 allowance for the consumer's use of the vehicle. Refunds shall be
 0049 made to the consumer, and lienholder if any, as their interests
 0050 may appear. A reasonable allowance for use shall be that amount
 0051 directly attributable to use by the consumer and any previous
 0052 consumer prior to the first report of the nonconformity to the
 0053 manufacturer, agent or dealer and during any subsequent period
 0054 when the vehicle is not out of service by reason of repair. It shall
 0055 be an affirmative defense to any claim under this act (1) that an
 0056 alleged nonconformity does not substantially impair such use
 0057 and value, or (2) that a nonconformity is the result of abuse,
 0058 neglect or unauthorized modifications or alterations of a motor
 0059 vehicle by a consumer.

0060 (d) If the manufacturer receives actual notice of the noncon-
 0061 formity, it shall be presumed that a reasonable number of at-
 0062 tempts have been undertaken to conform a motor vehicle to the
 0063 applicable express warranties, if (1) the same nonconformity has
 0064 been subject to repair four or more times by the manufacturer or
 0065 its agents or authorized dealers within the express warranty term
 0066 or during the period of one year following the date of original
 0067 delivery of the motor vehicle to a consumer, whichever is the
 0068 earlier date, but such nonconformity continues to exist, or (2) the
 0069 vehicle is out of service by reason of repair for a cumulative total
 0070 of 30 or more ~~calendar~~ days during such term or period, which-
 0071 ever is the earlier date. The term of an express warranty, such
 0072 one-year period and such thirty-day period shall be extended by
 0073 any period of time during which repair services are not available
 0074 to the consumer because of war, invasion, strike, fire, flood or
 0075 other natural disaster.

0076 (e) Nothing in this act shall in any way limit the rights or
 0077 remedies which are otherwise available to a consumer under any
 0078 other law, except as hereafter provided.

0079 (f) If a manufacturer has established an informal dispute
 0080 settlement procedure which complies in all respects with the
 0081 provisions of title 16, code of federal regulations, part 703, as
 0082 from time to time amended, the provisions of subsection (c)

business

In no event shall the presumption herein provided apply against a manufacturer unless the manufacturer has received prior direct notification from or on behalf of the consumer and an opportunity to cure the defect alleged.

Technical change needed to allow for proposed amendments.

(g) Any action brought under this act shall be commenced within six (6) months following (1) expiration of the express warranty term or (2) one (1) year following the date of original delivery of the motor vehicle to consumer, whichever is the earlier date.

(h) Any consumer must proceed under the provisions of this act and shall use the remedy provided hereunder and shall not be entitled to use those remedies provided under the the provisions of Chapter 84 of the Kansas Statutes Annotated, and amendments thereto.

0083 concerning refunds or replacement shall not apply to any con-
0084 sumer who has not first resorted to such procedure.

0085 Sec. 2. This act shall take effect and be in force from and
0086 after its publication in the statute book.

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My name is Janet Vorbeck. My husband, Thomas Vorbeck, and I purchased a 1985 4x4 Silverado Chevy pickup from Jay Wolfe Chevrolet on October 27, 1984.

We didn't just wake up this day and decide to spend \$17,000 on a new truck. We had given it a lot of thought and planning before making such a big decision. After visiting several car lots we found the truck we wanted at Jay Wolfe Chevrolet on October 27, 1984. We were very excited about our new truck and couldn't wait to get it home.

I would like to note at this time that we felt by purchasing the most expensive truck available, we would be getting their best quality equipment.

On Monday, October 29, 1984, we went to pick up our new truck. To our disappointment, they had not undercoated it. So we made an appointment to bring it back the next morning on our way to work. They told us it would be ready by 3:00. A friend dropped me off to pick it up at 3:30. It was not ready. I waited for 2 hours so I could bring it home.

We called and made an appointment for November 14, 1984.

- Our problems were:
- (1) Very spongy soft brakes
 - (2) Truck hesitates between 35-45 m.p.h.
 - (3) Needs paint under dash

2/26/85
ATT. (2)

Their solutions were: (1) Bleed brakes
(2) Normal (torque converter kicking in)
(3) Repainted under dash

We called for an appointment November 26, 1984.

Problems: (1) Engine still hesitates
(2) Bad howling noise in radio

Solutions: (1) Adjusted timing from 0 degrees to 4 degrees
(2) Repaired radio

We called for an appointment December 20, 1984.

Problems: (1) Vibration in truck at 55 m.p.h.
(2) Bad squeak right side

Solutions: (1) Mechanic informed us that the truck has a major vibration.
They needed the truck for 3 days to pull out the driveshaft
and send it off to be fixed. They recommended to bring it
back the day after Christmas.

(2) Oiled right front springs

We called for an appointment December 26, 1984.

Problems: (1) Vibration
(2) Creaking noise, right door

Solutions: (1) No problem found. They said, "The vibration was just
the nature of the truck.

(2) Oiled door

After 4 trips to have our truck worked on, we still have all the same
problems.

We called for an appointment January 15, 1985.

Problems: (1) Windshield wipers come on every time you start the truck.

- Problems: (2) Windshield washer does not work
(3) Squeak in right door
(4) Cuts out (misses) at highway speeds

- Solutions: (1) Replaced control module
(2) No problem found
(3) No problem found
(4) No problem found

Still all the same problems as before

We called for an appointment January 25, 1985. My husband took off a day of work to get our truck fixed. We had to call a tow truck because the truck would not start. We personally talked to Cindy Wolfe and Wayne Brewer, we told them all we wanted was our truck fixed.

- Problems: (1) Truck won't start
(2) Vibration 45-55 m.p.h.
(3) Noise in brakes
(4) Engine pings
(5) Squeak in right side

- Solutions: (1) Replace gas valve
(2) No problem found
(3) No problem found
(4) No problem found
(5) No problem found

We called for an appointment January 29, 1985. My husband took off work early and met with Stan Micheals and Ed Farley. He personally showed them all the problems. At this time we felt sure that the truck would be fixed this time.

- Problems: (1) Squeak in right door
(2) Noise in brakes (pedal goes almost to floor)
(3) Pinging and misfiring

My husband personally showed them each problem and they agreed to the problems.

- Solutions: (1) Repositioned fender shims
(2) No problem found
(3) Repaired wiring

After all this, our truck still has all problems as before.

At this point we were scared. We have \$17,000 invested in a truck that vibrates, pings, backfires, has spongy brakes, squeaks and rattles. And they tell us no problem found. We called the zone man at General Motors. They said they would be on the case. There has been no reply from them. We called the Consumer Protection Agency, they informed us the Attorney General's Office handles this. They said they would take the case and sent us out a complaint form but advised us to get our own attorney to save time. So that's what we did. February 6, 1985, we called for an appointment with David McLain. He is now representing us. We had to give him a \$200.00 retainer to start proceedings. After talking with us he drove the truck. He feels there is a problem. We told him we felt it was dangerous and unsafe to drive. So it is parked in our driveway and has been since February 6, 1985. My husband said he didn't want his family to have an accident because of the truck, just to prove to them that there is a problem.

Our lawyer called Stan Micheals and made him aware of our dissatisfaction and the danger involved. Enclosed is a letter he wrote to Stan Micheals on February 12, 1985. At this time there has been no attempt on their part to satisfy or make any adjustment to us for our imposition. In the meantime,

we have a \$17,000.00 anchor sitting in our driveway and my husband is still without a truck for work.

How much more money do we have to spend and how much more time do we have to lose before we get this matter settled? We cannot put a price tag on the grief and embarrassment this situation has put us through.

After going through all of this and realizing what a gamble it is to buy a new automobile in the State of Kansas and seeing how unprotected we are, I will never buy a new automobile in the State of Kansas again.

We feel that the Lemon Law is a must.

WHITE & GRONEMAN, CHARTERED

ATTORNEYS AT LAW

JOHNSON COUNTY OFFICE
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SUITE 101, 8696 COLLEGE BLVD
COLLEGE BLVD. & ANTIOCH
OVERLAND PARK, KS. 66210
(913) 451-1486

OF COUNSEL:
SHELDON M. CROSSETTE
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GEORGE A. GRONEMAN
REPLY TO JO CO WY CO

WYANDOTTE COUNTY OFFICE
PARKWAY BUILDING, SUITE 6
8047 PARALLEL PARKWAY
KANSAS CITY, KS. 66112
(913) 384-0220

OF COUNSEL
DAVID R. MCLAIN

February 12, 1985

Mr. Stan Michaels
Jay Wolfe Chevrolet, Inc.
7707 State Avenue
Kansas City, Kansas 66112

RE: JANET & THOMAS VORBECK, 1985 Silverado 4 x 4,
Number 1GCEK14H3FS114206

Dear Stan,

Please be advised that I have been retained by Janet and Thomas Vorbeck in regards to the above-captioned automobile. They have informed me that they are not satisfied with the 1985 Silverado 4 x 4 in that they believe it is dangerous to operate. For that reason alone, they are not driving the vehicle. In addition, I have been informed that the vehicle has been in your service department on numerous occasions. I have in my possession eight (8) repair orders and Mr. Vorbeck indicates to me that this is not the total number of trips to the service department.

I want you to know that my clients are very sincere in their desires to see that their interests are protected. Whatever the final solution may be, I believe it would be in your best interest, as well as my clients, if we were to meet to discuss this matter that we may reach an amicable conclusion.

If you have any questions or comments, please contact me.

Sincerely,

David R. McLain,
Attorney at Law

DRM/mj
Enc.

(3)

2. Exemption of Cities and Counties from Motor Vehicle Tax on LP-Gas

Municipalities and counties should be exempted from the LP gas motor fuel tax contained in K.S.A. 70-34,141 and 79-3490 to promote the use of this alternative fuel. Currently, this alternative fuel is being used only in the Sedgwick County area, primarily by the City of Wichita's motor pool.

Review of Issues

In 1983, the state legislature removed local governments' exemption from the LP motor fuel tax law. The exemption was originally created to encourage the use of LP-gas as a clean-burning alternative fuel for motor vehicles. The 1983 action was a revenue-raising measure primarily directed to recover fuel taxes from farmers and other users who took bulk delivery of LP-gas for purposes other than motor fuel.

By removing the exemption and including municipalities under the tax, the state discourages the use of this alternative fuel and requires the City of Wichita to pay a yearly tax - an estimated \$25,000 in 1984. During a period of high fuel prices and unstable markets, the state should encourage municipalities to have a progressive approach to energy conservation.

Legislative History

As explained previously, the exemption was removed incidentally in 1983. The primary purpose of the legislation was to recover fuel taxes from farmers and other users who took bulk delivery of LP gas for purposes other than motor fuel.

PUBLIC AFFAIRS OFFICE
CITY HALL — FIRST FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4318

Senator Bill Morris and Members of the Senate
Transportation and Utilities Committee:

In 1983 the state legislature removed local governments' exemption from the LP motor fuels tax law. This exemption was originally created to encourage the use of LP gas as a clean-burning alternative fuel for motor vehicles. The primary purpose of the 1983 legislation was to recover fuel taxes from farmers and other users who took bulk delivery of LP gas for purposes other than motor fuel.

By removing the exemption and including municipalities under the tax, the state discourages the use of this alternative fuel and requires the City of Wichita to pay a yearly tax...an estimated \$25,000. in 1984. During a period of high fuel prices and unstable fuel markets, the state should encourage municipalities in a progressive approach to energy conservation. We urge the Committee's support in the passage of SB 294.

Respectfully submitted

Judith E. Anderson
Judith E. Anderson
Intergovernmental Affairs Officer

2/26/85
ATT. ④

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Kansas Department of Transportation

February 21, 1985

MEMORANDUM TO: SENATE TRANSPORTATION COMMITTEE

FROM: MR. DAVID G. TITTSWORTH
CHIEF COUNSEL

REGARDING: MANDATORY OCCUPANT PROTECTION
S.B. 144

INTRODUCTION

In July, 1984, U.S. D.O.T. Secretary Elizabeth Dole issued a rule-making dealing with automatic automobile occupant protection. The rule mandates vehicle manufacturers to provide for automatic occupant protection in all vehicles by the 1990 model year unless two-thirds of the nation's population is covered by state mandatory seat belt use laws conforming with U.S. D.O.T. criteria. A great deal of legislative and interest group discussion can be expected in the coming years as a result of the rule. Two mandatory seat belt bills have been introduced in the Kansas Legislature: H.B. 2188 and S.B. 144.

BACKGROUND

Federal Motor Vehicle Safety Standard 208, first issued in 1969, requires automatic protection of front seat passengers in crashes. The standard currently requires front seat passengers to be automatically protected in a 30 mph crash into a fixed barrier. The standard can be met in a

2/26/85
ATT. 5

number of ways including airbags, automatic safety belts, and alternate technology means such as energy absorbing passive interiors.

The Carter administration had required front seat passive protection in all cars according to a specific time-table. However, Congress limited U.S. D.O.T. spending for implementation and enforcement of that standard. In 1981, the Reagan administration delayed the time-table and ultimately rescinded the standard altogether. The U.S. Supreme Court found that decision "arbitrary and capricious" in 1983. Secretary Dole made her rule-making in 1984.

The Secretary's rule ordered a phase-in of automatic protection so that all new 1990 models would be covered. The specific time-table is that ten percent of the 1987 models (between September 1, 1986 and August 30, 1987) must comply with the standard; twenty-five percent of the 1988 models, forty percent of the 1989 models, and one hundred percent of the 1990 models must be covered. Manufacturers would get credit of 1.5 cars for every single car complying with the standard on the drivers' side by means other than an automatic belt and having an automatic restraint of any kind on the passenger side.

*W. H. H. H.
Kind of Credit*

The rule provides the alternative of coverage of two-thirds of the nation's population by state mandatory seat belt use laws by 1989. The laws passed by the states must meet certain criteria in order for the population of that state to count towards the two-thirds option. These are:

1. No waiver of use except for medical reasons.
2. Minimum twenty-five dollar penalty for failure to use a seat belt in vehicles equipped with such devices. Court costs can be included in the twenty-five dollar penalty.
3. Failure to wear seat belts admissible in mitigation of accident damages.
4. A program to educate the public on benefits of the law.
5. A reporting program which requires the state to submit an evaluation of the law's effectiveness.

State laws that meet these criteria are referred to as "conforming" laws.

LEGISLATIVE ACTION AND OPTIONS

Legislation was introduced in twenty states last year to mandate the use of seat belts. It is expected that there will be an increase in the amount of legislation introduced this year and next. Currently, New York, New Jersey and Illinois have passed mandatory use laws.

States considering the occupant restraint problem have, in general, three strategies they could pursue to enhance safety. I'll outline these below and their likely outcomes for seat belt or occupant restraint use:

1. Voluntary Action. Kansas currently pursues a program of public information and education designed to increase the use of seat belts through voluntary action. We estimate that approximately eight to ten percent of front seat occupants are using seat belts in Kansas. That is based upon national estimates checked for Kansas traffic. We estimate that with maximum effort and expenditure for public information and education, that percentage could be raised to approximately twelve percent.

2. Passage of mandatory use laws conforming to the U.S. D.O.T. rule. Immediate imposition of mandatory seat belt rules for the driver and front seat passengers combined with an enforcement and public education program could raise the usage to approximately thirty percent the first year

and could possibly reach as high as seventy to seventy-five percent in later years with intensive enforcement efforts. More likely ranges are between thirty and fifty percent. The bills currently before the Kansas Legislature conform with Safety Standard 208.

3. Passage of a non-conforming law. The third option is for the State of Kansas to adopt a mandatory seat belt use law that is not in conformity or compliance with the U.S. D.O.T. rule. The effect would be to immediately increase the use of seat belts as described above, but would also allow for the possibility of automatic restraint systems being placed in automobiles pursuant to Safety Standard 208. This option provides the immediate benefits of a mandatory use law while at the same time providing for the higher percentages of protection in the future that would come from vehicles equipped with automatic occupant restraint systems.

New Jersey has adopted a non-conforming law by insuring that the fine for non compliance (plus court costs) is kept below the \$25 dollar figure specified in the rule. The New York law was passed prior to the implementation of the rule-making and is thus in compliance. However, New York is suing U.S. D.O.T. to have their law counted as a non-complying law - a strategy discussed in New York prior to the passage of their law.

SAFETY EFFECTS

The impact of occupant protection is an approximate reduction of fatalities and serious injuries by fifty percent. During 1984, there were 384 fatalities from motor vehicle accidents in Kansas and an estimated 4,435 serious injuries.

The three options can be converted to reductions in fatalities and serious injuries by multiplying the gain in percent of protected front seat occupants by the fifty percent reduction in fatalities and serious injury to show the total reduction likely for each option. These are shown in the attached table. Each figure assumes that the strategy was in place throughout 1984, that enforcement was adequate, and in the case of the third option, that all cars had automatic restraints.

OPTIONS	NET GAIN	FATALITIES REDUCED	SERIOUS INJURIES REDUCED
Voluntary program w/increased emphasis, education, public information	1%	4	43
Conforming Mandatory Seat Belt Use Law:			
30 percent use	10%	39	435
40 percent use	15%	59	652
50 percent use	20%	79	869
60 percent use	25%	99	1,086
70 percent use	30%	118	1,304
Automatic Restraints Plus Belts	45%	177	1,955