

Board of Trustees

Board Meeting December 16, 2016 Wichita, Kansas

> IMA Offices 8200 E 32nd Street North Wichita, KS 67226 9:00 AM (CDT)

BOARD OF TRUSTEES MEETING KANSAS MUNICIPAL INSURANCE TRUST

9:00 AM, Friday, December 16, 2016 IMA*, Wichita, KS

- 1. Welcome, Introductions and Call To Order (President Debbie Price)
- 2. Trustee Absences from Meeting (Price)
- 3. Minutes from October 9, 2016 (Price)
- 4. Financial Reports (Kifer)
 - a. September 30, 2016 KID Quarterly Report
 - b. September 30, 2016 Financials
 - c. October 31, 2016 Financials
 - d. November 30, 2016 Financials
 - e. November 30, 2016 Cash and Investment Summary
- 5. Settlement Authority & Reserve Advisory (Miller)
- 6. Loss Control Activities (Rhodes)
- 7. Excess Coverage Renewal (Cornejo)
- 8. Errors and Omissions (D&O) Insurance Renewal (Cornejo)
- 9. Review of 2016 Pool Pricing (Osenbaugh/Cornejo)
- 10. Review/Approval of 2016 Administrative Budget (Osenbaugh)
- 11. Discussion of Bylaw Changes and Process (Osenbaugh)
- 12. Dodge City Application for Membership in KMIT (Osenbaugh)
- 13. Introducing TRISTAR as New KMIT 'TPA' [Claims Adjusting] (P. Davis/Osenbaugh)
- 14. Staff Reports
- 15. Other Business
- 16. Adjourn (approximately 12:00 Noon)



KANSAS MUNICIPAL INSURANCE TRUST

Board of Trustees Minutes from October 9, 2016

Unapproved

Meeting Convened: Sunday, October 9, 2016, in the Overland Park Convention Center, in Overland Park, KS. The meeting was called to order by KMIT President Tim Hardy at 5:40 PM.

President Hardy presented newly-elected Trustee Mike Webb, who gave a brief self-introduction.

Members Present: Board Members Present: President Hardy (Elkhart), Vice President Debbie Price, Treasurer Randy Frazer (Moundridge), David Dillner (Abilene), Kerry Rozman, Ty Lasher (Bel Aire), Janie Cox (Haysville), Carey Steier (Pittsburg), and Mike Webb (Edwardsville). Staff: Deanna Furman (CORnerstone), Barbie Kifer (CORnerstone), Jess Cornejo (CORnerstone), Renee Rhodes (IMA), and Don Osenbaugh (KMIT Pool Administrator).

Members Absent From Meeting: Immediate Past President Keith Schlaegel (Stockton) and Michael Reagle (Garden City).

Minutes: August 26, 2016, Garden City: Motion to approve as written by Dillner; seconded by Lasher. Approved unanimously.

Financial Reports:

- a. August 31, 2016 Financials
- b. August 31, 2016 Cash and Investment Summary

Motion to approve both of the above reports made by Price; second by Dillner. Approved unanimously.

Reserve Advisory and Settlement Authority: None

KMIT/LKM Contract: The new contract with the LKM, for services to be provided by and endorsement from the League, for the years 2018-2020, was approved unanimously by the Board. The concepts and details of the agreement were discussed by the KMIT Board in Garden City (on August 26), and subsequently drafted into 'legal format' by the LKM. The LKM Governing Body approved the agreement at its meeting on October 8, and the agreement had been signed by LKM Executive Director Erik Sartorius before being presented to the Trustees at this meeting. The annual fee to be paid by KMIT to the League each of the years 2018, 2019 and 2020 is \$32,500. The agreement contains no 'membership required' language. Motion to approve by Dillner; second by Rozman. The current contract (MOU) expires after 12/31/17. The New Agreement takes effect 1/1/18. President Hardy signed the agreement following the action to approve.

Election of 2015-2016 Officers:

- a. President. Nomination of Price made by Frazer; second by Steier. Unanimously approved.
- b. Vice President. Nomination of Frazer made by Rozman; second by Lasher. Unanimously approved.
- c. Treasurer. Nomination of Dillner made by Lasher; second by Cox. Unanimously approved.

New Officers are immediately installed.

Other Business: Osenbaugh reminded the Board that IMA will host the next Board meeting, in Wichita on Friday, December 9.

Adjournment: Motion to adjourn by Dillner; second by Webb. Unanimous. Adjourned at 6:01 PM.



KANSAS MUNICIPAL INSURANCE TRUST

Board of Trustees Minutes from August 26, 2016

Approved in Overland Park on October 9, 2016

Meeting Convened: Friday, August 26, at the City Administration Building, in Garden City, KS. The meeting was called to order by KMIT President Tim Hardy at 9:04 AM.

Members Present: Board Members Present: President Hardy (Elkhart), Vice President Debbie Price, Treasurer Randy Frazer (Moundridge), Immediate Past President Keith Schlaegel (Stockton), David Dillner (Abilene), Kerry Rozman, Ty Lasher (Bel Aire), Nathan McCommon (Tonganoxie), Michael Reagle (Garden City), Janie Cox (Haysville) and Carey Steirer (Pittsburg). Staff: Paul Davis (IMA), Gene Miller (IMA), Deanna Furman (IMA), Barbie Kifer (IMA), Amanda Chamberland (IMA), Renee Rhodes (IMA) and Don Osenbaugh (KMIT Pool Administrator).

Members Absent From Meeting: None.

Minutes: June 24, 2016, Tonganoxie: Motion to approve as written by Dillner; seconded by Rozman. Approved unanimously.

Financial Reports:

- a. June 30, 2016 Financials
- b. July 31, 2016 Financials
- c. Second Quarter 2016 KID Report
- d. July 31, 2016 Cash and Investment Summary

Motion to approve all of the above reports made by McCommon; second by Frazer. Approved unanimously.

Reserve Advisory and Settlement Authority:

Miller reported on the following claims:

- 1. Claim #2012043180 (Parsons): The settlement request of \$70,000, full and final, was approved unanimously, following a motion by Schlaegel and a second by Dillner.
- 2. Claim #2015070579 [corrected claim #] (Parsons): Previously approved by Pool Administrator.
- 3. Claim #2016073990 (Garden City): Reserve Increase Advisory only.
- 4. Claim #2016074294 (Garden City): Reserve Increase Advisory only.
- 5. Claim #2016074196 (Newton): Reserve Increase Advisory only.
- 6. Claim #2016074088 (Goodland): Reserve Increase Advisory only.
- 7. Claim #2011042000 (Newton): Settlement in the amount of \$105,949.50 had previously been approved (11-0) by the Board via an email vote (on 7/18/16), as per the information in the meeting packet.

Loss Control Activities: Rhodes presented the several updated meeting reports, and stated that the annual risk assessment process was wrapping up, with a completion deadline for 2017 discounts and awards being September 1.

'LCM' (Rate) Review/Determination of 2017 'LCM' (Filed Rate): P. Davis and Osenbaugh led this annual August review and discussion of the financial position of the pool, projection of

next year's premium need, etc., toward determination as to whether or not a new rate needs to be filed with the state. An assumption (based mostly on hearsay) is that the state is going to, once again, lower class code rates, and that the overall rate decrease would likely be in the range of 5% (though individual code rates could/would vary from that). [State rates are expected out within the next month, but have been released, in the past, much later in the fall.] With a 5% decrease in rates, and no off-setting increase in KMIT's 'LCM' (filed rate), the KMIT pool could be putting as much as \$500,000 to \$800,000 'at risk' (ie, reduction of the pool's net worth), depending upon future performance of the pool. Osenbaugh recommended, and the Board voted, to approve NO INCREASE in the filed rate for 2017, for now. The motion by Frazer, seconded by Dillner was to hold the KMIT rate where it is, UNLESS the overall state rate decrease approaches 10%, at which time it would be likely that President Hardy would call a Special Meeting of the Board to reconsider whether or not an increase in the KMIT filed rate for 2017 might be needed. Motion approved unanimously.

CORnerstone (IMA) Contract Renewal for 2017: P. Davis presented the CORnerstone 2017 proposed contract. There were no changes in the contract, except that the fee would be increased by \$20,000 (3.6%), to \$570,000. Price made the motion to approve as presented; seconded by Rozman. Approved unanimously.

KMIT/LKM Contract: Osenbaugh reviewed the contract-for-services proposal received via email (on 8/24) from LKM Executive Director Erik Sartorius. Osenbaugh recommended approval of the proposal, toward acceptance of a finalized contract in the near future. Following discussion, the Board voted to approve the proposal, with the proviso that the annual contract amounts would be a level \$32,500 each year of the three-year contract (2018-2020); following a motion to that effect by Frazer, seconded by Lasher, and upon a unanimous vote (11-0). President Hardy suggested that this item could be addressed at the Board's short meeting following the Annual Meeting (October 9), and that a final contract could be voted upon at that time.

Nomination Committee Report: KMIT Treasurer/Committee Chair Frazer presented the Nomination Committee's 'slate' of candidates (below) to be voted upon by the General Membership at the October Annual Meeting; the report was received and filed:

Position #1 (2 yrs): David Dillner, Abilene Position #3 (2 yrs): Tim Hardy, Elkhart

Position #6 (2 yrs): Mike Webb, Edwardsville Position #7 (2 yrs): Kerry Rozman, Clay Center Position #8 (2 yrs): Keith Schlaegel, Stockton Position #10 (1 yr): Carey Steier, Pittsburg

Other Business: Osenbaugh gave a brief update on the 'Sweeps' lawsuit, reminded the Board of the Annual Meeting procedures, presented/explained the expanded 2017 Supervisor Seminar series, and reviewed the Board meeting sites for next year.

Adjournment: Motion to adjourn by Dillner; second by Rozman. Unanimous. Adjourned at 11:28 AM.

GROUP - FUNDED POOL - QUARTERLY REPORT K.S.A 12-2620

Kansas Municipal Insurance Trust (Name of Company)	HOPENS NO SECTION	paints.	3
As of September 30, 2016 1st 2nd (3rd) 4th Quarter (CIRCLE ONE)		*	
ASSETS		CURRENT FISCAL YEAR TO DATE 9/30/2016	PREVIOUS FISCAL YEAR END 12/31/2015 - Audited
Administrative fund: Cash	_\$	124,730 \$	756,379
Claims fund: Cash Investments		324,161 13,786,411	1,158,233 11,767,000
Premium contributions receivable	-	165	109,926
Excess insurance recoverable on claims payments		16,593	34,311
Interest income due and accrued		135,567	110,379
Receivable from affiliates			
Other assets: Agent Commissions Receivable Prepaid Excess Insurance Prepaid Expenses	•	522 118,921 32,057	4,123
Excess Insurance Premium Receivable		22,030	22,030
Less: Non Admitted Assets	•	(150,979)	0
Total Assets	\$	14,410,179_\$	13,962,381
To the best of my knowledge, I hereby certify th contained herein represents a true and complet Kansas Municipal Insurance Trust			ary of operations
(Name of Pool)			
By: Della Price		Chair of Trustees	*
Don Benbaugh		Administrator	

GROUP-FUNDED POOL-QUARTERLY REPORT K.S.A 44-582

LIABILITIES, RESERVES AND FUND BALANCE		CURRENT FISCAL YEAR TO DATE	PREVIOUS FISCAL YEAR END
Reserve for unpaid workers' compensation claims	\$	9/30/2016 \$333,325	12/31/2015 - Audited 2,192,769
Reserve for unpaid claim adjustment expenses		238,470	222,647
Reserve for claims incurred but not reported		4,723,625	4,163,737
Unearned premium contribution			
Other expenses due or accrued			
Taxes, licenses and fees due or accrued		580,333	519,500
Borrowed money \$ and interest thereon \$			
Dividends payable to members			
Deposits on premium contributions		1,290,647	775,849
Excess insurance premium payable			
Payable to affiliates			
Accounts payable		0	46,000
Miscellaneous liabilities: Return Premium Payable			365,547
Total Liabilities:	\$	9,166,400 \$	8,286,049
Special reserve funds:			
	-		
Total Special Reserve Funds			
FUND BALANCE			
Total Reserves and Fund Balance (Assets-Liabilities)		5,243,779 \$	5,676,332
Total Liabilities, Reserves and Fund Balance	\$	14,410,179 \$	13,962,381

GROUP-FUNDED POOL-QUARTERLY REPORT K.S.A 44-582

SUMMARY OF OPERATIONS		CURRENT FISCAL YEAR TO DATE 9/30/2016	PREVIOUS FISCAL YEAR END 12/31/2015 - Audited
Underwriting Income		9/30/2016	12/31/2013 - Addited
Direct Premium Contributions Earned	\$	3,867,281_\$	5,260,880
Deductions:			
Excess insurance premium incurred		356,041	459,126
Workers' compensation claims incurred		2,681,957	3,419,718
Claims adjustment expenses incurred		186,708	156,405
Other administrative expenses incurred		1,043,223	1,110,070
Total underwriting deductions		4,267,928	5,145,319
Net underwriting Gain or (Loss)	\$	(400,648) \$	115,561
Investment income			
Interest income earned (Net of investment expens	ses)	119,073	128,600
Other income			
Other income			
Net income before dividends to members		(281,574)	244,161
Dividends to members			
Net income after dividends to members		(281,574)	244,161
Net Income(Loss)	\$	(281,574) \$	244,161

GROUP-FUNDED POOL-QUARTERLY REPORT K.S.A 44-582

ANALYSIS OF FUND BALANCE	YEAR TO DATE	PREVIOUS FISCAL YEAR END
Fund balance, previous period	\$ 9/30/2016 \$	12/31/2015 - Audited 5,432,171
Net income (Loss)	(281,574)	244,161
Change in non-admitted assets	(150,979)	0
Rounding Change in Non Admitted Assets		
Change in fund balance for the period	(432,553)	244,161
Fund balance, current period	\$ 5,243,779_\$	5,676,332

Contract Year January 1, 2016 to December 31, 2016 KANSAS PREMIUM AND LOSS EXPERIENCE EXHIBIT 1st 2nd 3rd 4th Quarter (circle one)

NAME OF KANSAS GROUP-FUNDED POOL

Kansas Municipal Insurance Trust

LINE OF BUSINESS: Workers Compensation

EXPERIENCE CURRENT AS OF

September 30, 2016

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Current Injuries	Total Injuries	Contract Period	Direct Premium Earned	Excess Insurance Premium Incurred	Net Premiums Earned Col 4-5	Direct Losses Incurred	Loss Adj. Exp. Incurred	Loss & Loss Exp Incurred	Service Agent Fees Incurred	General Expenses Incurred	Taxes, Licenses & Fees Incurred	Total Expenses Incurred Col 10 +	Claims Ratios as a % Col 9 /	Admin. Ratios as a % Col 13 /	Investmen Income Earned
0	310	PCY 22	1,422,582	151,393	1,271,189	716,700	25,541	742,241	298,447	83,330	95,360	11 + 12	Col 6	Col 6	
0	243	PCY 21	1,885,501	210,142	1,675,359	1.049.152	54,345	1,103,496	312,500	211,579	77,466	477,137 601,545	58.4%	37.5%	
0	424	PCY 20	1,843,047	133,376	1,709,671	790,125	46,505	836.631	277,342	159,046	56,281	492,669	65.9% 48.9%	35.9%	
1	524	PCY 19	1,754,515	117,122	1,637,393	1,804,856	90,802	1.895.658	204.543	217,864	102,541	524,948	115.8%	28.8%	
2	572	PCY 18	1,377,722	79,456	1,298,266	1,357,710	90.598	1,448,308	187,000	211,071	82,901	480,972	111.6%	32.1% 37.0%	
4	551	PCY 17	1,552,110	80,124	1,471,986	1,552,428	147,702	1,700,131	185,000	190,573	77.653	453,226	115.5%	30.8%	116,190 96,882
2	552	PCY 16	1,689,773	86,819	1,602,954	1,457,094	123,714	1,580,808	190,000	188,080	73,593	451,673	98.6%	28.2%	129,613
0	605	PCY 15	1,965,656	127,168	1,838,488	1,097,087	83,206	1,180,293	195,000	186,428	55,589	437,017	64.2%	23.8%	101,694
1	670	PCY 14	2,616,641	189,458	2,427,183	1,211,714	129,112	1,340,826	217,500	243,407	69,799	530,706	55.2%	21.9%	50,668
1	612	PCY 13	3,274,489	366,991	2,907,498	1,474,072	149,296	1,623,367	280,000	274,918	96,684	651,602	55.8%	22.4%	52,492
3	645	PCY 12	3,256,648	221,435	3,035,213	2,335,513	152,178	2,487,691	293,000	308,419	134,300	735,719	82.0%	24.2%	59,068
13	770	PCY 11	3,837,793	374,472	3,463,321	3,701,814	244,828	3,946,643	310,000	303,923	195,148	809,071	114.0%	23.4%	96.274
18	765	PCY 10	4,272,140	384,425	3,887,715	2,638,627	190,410	2,829,037	330,000	409,548	164.537	904.085	72.8%	23.3%	234,986
7	906	PCY 9	4,950,171	420,728	4,529,443	2,883,240	203,542	3,086,783	365,000	384,794	157,905	907,699	68.1%	20.0%	263.024
13	768	PCY 8	5,519,169	372,790	5,146,379	3,448,667	242,661	3.691.327	375,000	400,364	180,033	955,397	71.7%	18.6%	245.802
10		PCY 7	5,193,427	341,935	4,851,492	2,045,259	131,394	2,176,653	390,000	422,122	158,861	970,983	44.9%	20.0%	81,601
16	666	PCY 6	5,213,859	351,375	4,862,484	3,908,269	196,230	4,104,499	410,000	411,213	218,444	1.039.657	84.4%	21.4%	52,768
7	635	PCY 5	4,442,326	336,966	4,105,361	2,869,525	151,960	3,021,485	400,000	374,349	211,548	985,897	73.6%	24.0%	72,925
7		PCY 4	4,484,533	337,595	4,146,938	1,949,114	180,466	2,129,581	400,000	407,086	174,669	981,755	51.4%	23.7%	70,104
5		PCY 3	4,853,835	395,128	4,458,707	1,690,403	130,379	1,820,782	580,600	286,205	112,977	979,782	40.8%	22.0%	71,861
16	Name and Address of the Owner, where the Owner, which the	PCY 2	5,460,344	432,750	5,027,594	3,047,111	152,849	3,199,961	596,571	291,845		1.271,559	63.6%	25.3%	107,601
26	-	PCY 1	5,261,044	456,352	4,804,692	1,779,253	144,068	1,923,321	628,560	291,393	190.117	1,110,070	40.0%	23.1%	128,600
203	602	CCY	3,867,281	356,041	3,511,240	1,321,212	68,732	1,389,944	659,520	160,183	-	1,043,223	39.6%	29.7%	119.073

PFY = Prior fiscal Year

CFY = Current Fiscal Year

Column 1 should reflect the number of claims incurred in each respective contract period which were initially reported during the current fiscal year.

Column 2 should reflect the grand total of claims reported pertaining to each respective contract period.

Column 14 should reflect the Total Loss and Loss Expenses Incurred divided by the Net Premiums earned. (Column 9 divided by Column 6)

Column 15 should reflect the Total Expenses Incurred divided by the Net Premiums Earned. (Column 13 divided by Column 6)

Column 16 should reflect the Investment. Income Earned during the contract year as reflected on the income statement.

KMIT Balance Sheet

September 30, 2016

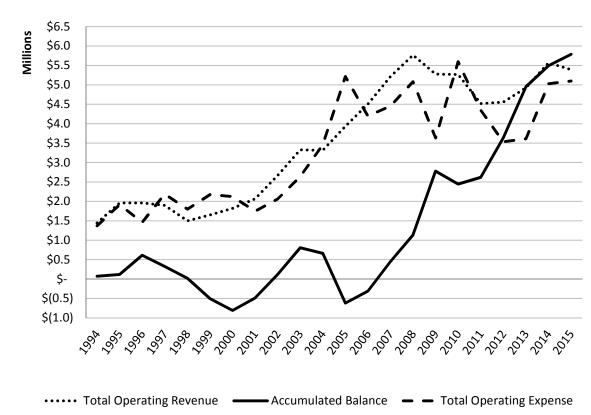
ASSETS

Checking Accounts	\$ 448,891
Investments	\$ 13,786,411
Accrued Interest	\$ 135,567
Accounts Receivable	\$ 687
Excess Premium Receivable	\$ 22,030
Specific Recoverable	\$ 365,960
Aggregate Recoverable	\$ 8,559
Prepaid Expenses	\$ 150,979
-	

Total Assets \$ 14,919,084

LIABILITIES & EQUITY	
Accounts Payable	\$ -
Excess Premium Payable	\$ -
Reserve for Losses	\$ 2,929,721
IBNR Reserve	\$ 4,723,625
Deposits on Premium	\$ 1,290,647
Accrued Taxes and Assessments	\$ 417,646
Total Liabilities	\$ 9,361,640
Total Equity	\$ 5,557,444
Total Liabilities and Equity	\$ 14,919,084

KMIT Financial Overview



KMIT Profit and Loss

	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	
	Closed	Closed	Closed	Accrued	Accrued	Accrued	Accrued	Accrued							
REVENUE FUND				To Date	To Date	To Date	To Date	To Date							
Direct Premium Earned	\$ 1,422,582	\$ 1,885,501	\$ 1,843,047	\$ 1,754,515	\$ 1,377,722	\$ 1,552,110	\$ 1,689,773	\$ 1,965,656	\$ 2,616,641	\$ 3,274,489	\$ 3,256,648	\$ 3,837,793	\$ 4,272,140	\$ 4,950,171	
Interest Income	\$ 22,675	\$ 73,225	\$ 114,912	\$ 142,705	\$ 116,190	\$ 96,882	\$ 129,613	\$ 101,694	\$ 50,668	\$ 52,492	\$ 59,068	\$ 96,274	\$ 234,986	\$ 263,024	
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ 4,445	\$ 75	\$ -	\$ -	\$ 2,335	\$ -	\$ -	\$ -	\$ -	\$ 2,405	
Total Operating Revenue	¢ 1 //E 257	¢ 1 050 726	¢ 1 057 050	¢ 1 907 220	\$ 1,498,357	¢ 1 640 067	¢ 1 010 206	¢ 2.067.250	\$ 2,669,644	¢ 2 226 001	¢ 2 215 716	\$ 3,934,067	¢ 4 507 126	¢ 5 215 600	
Total Operating nevenue	\$ 1,445,257	\$ 390,462	\$ 1,957,959	\$ 1,097,220	\$ 1,490,337	\$ 1,049,007	\$ 1,019,300	\$ 2,007,330	\$ 2,009,044	\$ 3,320,961	\$ 3,313,710	\$ 3,934,007	\$ 4,507,120	\$ 5,215,000	
ADMINISTRATION FUND EVENCE	A77 107	,	\$ 492,669	\$ 527.664	\$ 490.167	\$ 454.692	\$ 450.827	\$ 437.018	\$ 533.041	6 C40 00C	\$ 739.007	\$ 815.793	A 000 771	¢ 010.750	
ADMINISTRATION FUND EXPENSE	\$ 477,137	\$ 601,545	\$ 492,009	\$ 527,004	\$ 490,167	\$ 454,692	\$ 450,827	\$ 437,018	\$ 533,041	\$ 649,336	\$ 739,007	\$ 815,793	\$ 908,771	\$ 918,758	
CLAIMS FUND EXPENSE															
	\$ 716,700	\$ 1,049,152	\$ 790 125	\$ 2,073,604	\$ 1 965 803	\$ 1,690,885	\$ 1 442 347	\$ 1,097,087	\$ 1 211 714	\$ 1 874 209	\$ 2 276 590	\$ 3,829,633	\$ 2.585,840	\$ 2,730,098	
•		\$ 54.345	, ,	\$ 90.802						\$ 149,296			\$ 178,937	\$ 191.773	
, , ,	\$ -	\$ -	\$ 70,000	\$ -	\$ 100,751				\$ -	\$ -	\$ 58,923		\$ 52.787	\$ 153,142	
Claims Reserves Adjusting Expense	\$ -	\$ -	\$ -	\$ -	\$ 5.851	\$ 4.335	\$ 378	\$ -	\$ -	\$ -	\$ 2,277	\$ 7.959		\$ 11,769	
IBNR Reserve Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 11,278	\$ 78,257	, -	\$ 29,392	
Excess Work Comp Insurance	\$ 151,393	\$ 210,142	\$ 133,376	\$ 117.122	\$ 79,456	\$ 80,124		\$ 127.168	\$ 189,458	\$ 366,991	\$ 221.435	\$ 374,472	. ,	\$ 420,728	
Specific Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ (217,957)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Specific Recovery Expense	\$ -	\$ -	\$ -	\$ (268,748)	\$ (708,844)	\$ (179,625)	\$ -	\$ -	\$ -	\$ (400,137)	\$ -	\$ (188,126)	\$ -	\$ -	
Aggregate Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,559)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Aggregate Recovery Expense	\$ -	\$ -	\$ -	\$ (352,627)	\$ -	\$ (112,699)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Claims Fund Expense	\$ 893,634	\$ 1,313,638	\$ 970,007	\$ 1,660,153	\$ 1,309,807	\$ 1,718,664	\$ 1,675,542	\$ 1,307,461	\$ 1,530,284	\$ 1,990,358	\$ 2,720,404	\$ 4,399,372	\$ 3,289,598	\$ 3,536,903	
Total Operating Expense	\$ 1,370,771	\$ 1,915,183	\$ 1,462,676	\$ 2,187,817	\$ 1,799,974	\$ 2,173,356	\$ 2,126,369	\$ 1,744,478	\$ 2,063,325	\$ 2,639,694	\$ 3,459,411	\$ 5,215,165	\$ 4,198,369	\$ 4,455,661	
	<u> </u>	<u> </u>	<u> </u>												
BALANCES															
KMIT Statutory Fund Balance	\$ 74,486	\$ 43,543	\$ 495,283	\$ (290,597)	\$ (301,617)	\$ (524,289)	\$ (306,983)	\$ 322.872	\$ 606,319	\$ 687,287	\$ (143.695)	\$ (1,281,098)	\$ 308,757	\$ 759,939	
Nimi Statutory Furid Balance	φ 14,460	φ 43,343	φ 493,263	φ (230,597)	φ (301,017)	Ψ (324,203)	φ (300,903)	φ 322,672	φ 000,319	φ 001,261	ψ (173,093)	φ (1,201,098)	φ 300,757	ψ 139,939	
Accumulated Balance	\$ 74,486	\$ 118,029	\$ 613,312	\$ 322,715	\$ 21,098	\$ (503,191)	\$ (810,174)	\$ (487,302)	\$ 119,017	\$ 806,303	\$ 662,609	\$ (618,489)	\$ (309,732)	\$ 450,207	

KMIT Profit and Loss

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2016	Total
	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Budget	Accrued
REVENUE FUND	To Date	To Date	To Date	To Date	To Date	To Date	To Date	To Date	To Date		To Date
Direct Premium Earned	\$ 5 519 169	\$ 5 193 <i>4</i> 27	\$ 5,213,859	\$ 4,442,326	\$ 4,484,533	\$ 4 853 835	\$ 5,460,344	\$ 5,261,044	\$ 3,867,281	\$ 5,320,000	\$ 79,994,605
Interest Income	\$ 245,802			\$ 72,925	\$ 70,104	\$ 71,861	\$ 107,601	\$ 128,600	\$ 119,073	\$ 125,000	\$ 2,504,693
	,		· · · · · ·				\$ 107,601		1	1	. , ,
Miscellaneous Income	\$ -	\$ -	\$ -	\$ 1,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,701
Total Operating Revenue	\$ 5,764,971	\$ 5,275,028	\$ 5,266,578	\$ 4,516,692	\$ 4,554,637	\$ 4,925,696	\$ 5,567,945	\$ 5,389,644	\$ 3,986,354	\$ 5,445,000	\$ 82,510,000
ADMINISTRATION FUND EXPENSE	\$ 952,965	\$ 956,331	\$ 1,026,347	\$ 964,700	\$ 932,876	\$ 1,005,600	\$ 1,074,519	\$ 1,098,003	\$ 977,506	\$ 1,210,000	\$ 17,485,272
CLAIMS FUND EXPENSE											
Claims Paid Expense	\$ 3,310,426	\$ 2,026,372	\$ 3,766,541	\$ 2,619,348	\$ 1,789,590	\$ 1,602,440	\$ 2,973,861	\$ 1,490,884	\$ 579,584	\$ -	\$ 45,492,832
Claims Paid Adjusting Expense	\$ 234,443	\$ 129,658	\$ 184,135	\$ 143,583	\$ 161,789	\$ 121,258	\$ 114,079	\$ 92,651	\$ 22,718	\$ -	\$ 2,892,049
Claims Reserve Expense	\$ 138,240	\$ 18,887	\$ 141,729	\$ 250,176	\$ 169,488	\$ 87,963	\$ 372,944	\$ 288,369	\$ 741,629	\$ -	\$ 2,691,251
Claims Reserves Adjusting Expense	\$ 8,218	\$ 1,736	\$ 12,095	\$ 8,377	\$ 18,678	\$ 9,121	\$ 38,770	\$ 51,418	\$ 46,014	\$ -	\$ 238,470
IBNR Reserve Expense	\$ 63,066	\$ 156,669	\$ 115,770	\$ 23,618	\$ 133,349	\$ 389,182	\$ 528,109	\$ 1,619,611	\$ 1,491,274	\$ -	\$ 4,723,625
Excess Work Comp Insurance	\$ 372,790	\$ 341,935	\$ 351,375	\$ 336,966	\$ 337,595	\$ 395,128	\$ 432,750	\$ 456,352	\$ 356,041	\$ 480,000	\$ 6,324,040
Specific Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (207,672)	\$ -	\$ -	\$ -	\$ (365,960)
Specific Recovery Expense		\$ -	\$ -	\$ -	\$ (9,965)	\$ -	\$ (299,694)	\$ -	\$ -	\$ -	\$ (2,055,138)
Aggregate Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,559)
Aggregate Recovery Expense		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (465,326)
Claims Fund Expense	\$ 4,127,183	\$ 2,675,257	\$ 4,571,644	\$ 3,382,069	\$ 2,600,524	\$ 2,605,092	\$ 3,953,147	\$ 3,999,284	\$ 3,237,259	\$ 480,000	\$ 59,467,284
			/								
Total Operating Expense	\$ 5,080,148	\$ 3,631,588	\$ 5,597,991	\$ 4,346,769	\$ 3,533,400	\$ 3,610,692	\$ 5,027,667	\$ 5,097,287	\$ 4,214,764	\$ 1,690,000	\$ 76,952,555
BALANCES											
KMIT Statutory Fund Balance	\$ 684.823	\$ 1.643.440	\$ (331,413)	\$ 169.923	\$ 1,021,237	\$ 1.315.004	\$ 540.278	\$ 292.357	\$ (228,410)	\$ 3,755,000	\$ 5,557,444
· · · · · · · · · · · · · · · · · · ·	,,	, ,,	, (001,110)	,,	, ,,,-	, ,,			, (===,)	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,
Accumulated Balance	\$ 1,135,030	\$ 2,778,469	\$ 2,447,056	\$ 2,616,979	\$ 3,638,216	\$ 4,953,220	\$ 5,493,498	\$ 5,785,854	\$ 5,557,444		

KMIT Admin Expenses

		1994		1995	199	96	1997	1998	3	1999	200	00	2001		2002		2003		2004		2005	200	16	20	007
		Closed	(Closed	Clos	ed	Accrued	Accru	ed	Accrued	Accr	ued	Accrued		Accrued	1	Accrued	Ac	crued	Α	Accrued	Accru	ued	Acc	crued
							To Date	To Da	te	To Date	To D	ate	To Date		To Date	-	To Date	To	o Date	Т	Γο Date	To D	ate	To	Date
GENERAL EXPENSES																									
Agent Commissions		-	\$	-	\$	-	\$ -	\$	969	\$ 4,919	\$	5,239	\$ 12,669	\$	33,803	\$	44,060	\$	43,231	\$	61,486	\$ 75	5,650		77,961
Directors and Officers Insurance	\$	-	\$	489	\$	-	\$ -	\$	-	\$ -	\$	-	\$	- \$	-	\$	-	\$	-	\$	-	\$	-	\$	20,367
Meetings/Travel		-	\$	- , -	\$		-,			\$ -	\$	149	\$	- \$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Contingencies/Miscellaneous	\$	-	\$	8,984		,	-,			\$ 11,585	\$ 6	5,020	\$ 18,223	3 \$	26,103	\$	28,939	\$	41,820	\$	23,173	\$ 66	3,332	\$:	33,865
Bank Fees	\$	1,249	\$	4,735	\$	579	\$ 658	\$	263	\$ -	\$	-	\$	- \$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Write Off	-	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	- \$	-	\$	-	\$	-	\$	-	\$	-	\$	-
LKM Clearing		-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$ -	. \$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Marketing		-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	- 1	\$	-
Office Supplies		-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	- :	\$	-
Sub Total	\$	1,249	\$	21,179	\$ 4	,151	\$ 9,889	\$ 7,	795	\$ 16,504	\$ 11	,408	\$ 30,892	\$	59,906	\$	72,999	\$	85,051	\$	84,659	\$ 141	,982	\$ 13	32,193
REGULATORY		40.047	_	40.400			* 40.000	.							04077		00.047	•	00.400	_	04.004		040		10.101
Kansas Insurance Dept (KID) Premium Tax		12,847	\$	18,402		,	\$ 10,823	\$ 13,8		\$ 18,215		,568	\$ 18,564		24,377	\$	29,017	\$	30,168	\$	34,004	\$ 40	,212		46,194
KID Pool Assessment		9,407		44.044			\$ 3,470		798	\$ 1,855		2,693	\$ 4,355		3,341	\$	5,983	\$	2,844	\$	3,900	\$	- 8		4,300
KID Workers Compensation Assessment		64,034	\$	44,011	\$ 25	,322	\$ 48,345	\$ 31,2	243	\$ 14,594	\$ 10	,372	\$ 1,795	\$	7,770	\$	19,748	\$	47,137	\$	91,805	\$ 47	,193	5 3	32,896
KID State Audit		- 0.70	\$	45.050	\$	- 110	5 -	\$ • • • •	-	5 -	\$ 40		\$ -	\$	-	\$		\$		\$	70.404	\$	- 8	5	- 170
KDOL Annual Assessment Fee Sub Total	\$	9,073 95,360	\$	15,053 77,466		,410 ,281	\$ 42,620 \$ 105,257	\$ 38,7 \$ 87. 6		\$ 44,381 \$ 79,045		,114 , 746	\$ 30,875 \$ 55,589		34,311 69,799	\$	39,671 94,418		57,438 1 37,588	Э	72,161 201,870	\$ 81.	,818		33,170 66,560
	Þ	95,360	Ą	77,400	ф 30	,201	\$ 105,25 <i>1</i>	φ 0 <i>1</i> ,0	ı co	\$ 79,045	Þ 12	,/40	ъ 55,569	Ф	09,799	Þ	94,410	φı	37,300	Ф.	201,070	э 109,	,223) 10	0,500
CONTRACTURAL Financial Audit	ф	4.603	œ		Ф 6	,639	\$ 32,625	\$ 12,2	002	\$ 8,288	¢ 10	,973	\$ 8.474	Ф	9.600	Ф	9,806	Ф	10,465	Ф	10,264	¢ 22	,013		6,462
Actuarial	Φ	4,003	Ф	-		,	\$ 5,000	\$ 12,2 \$ 25,0		\$ 0,200 \$ 5,859		,973 ,703	\$ 0,474 \$ 7.062		6,148	Φ	6,272	φ Φ	7,862	Ф	9,000		,991		2,860
Risk Management	Ф	-	Φ	-	φ <i>Δ</i>	,000	ф 5,000 ¢	p 25,0	133	ф 5,059 ¢	ф Ф	,703	ቅ /,∪6∠ ¢	Ф	0,140	Φ	40,000	Ф Ф	40,000	Φ	50,000		,000		80,000
Risk Control	φ	-	φ Φ	-	φ ¢ ο ο	,500	\$ 99.073	₽ \$87,0	-	\$ 80,000	φ ¢ ο∩	,000	φ - \$ 85,000	Φ	92,500	φ Φ	105,000		13,000	Ф.	120,000	\$ 30, \$ 130,			10,000
Claims Adjusting	ф Ф	298.447	φ •	312,500		,300 .842	\$ 99,073 \$ 105,470	5 100.0		\$ 105,000 \$ 105,000		,000	\$ 110.000	φ	125,000	φ Φ	135,000		40,000		140,000	\$ 150, \$ 150.			5,000
Risk Analysis	Ψ æ	230,447	9 ·	312,300	φ 13 4 \$,042	\$ 103,470) 100,0	-	\$ 105,000 \$ -	φ 110 \$,000	\$ 110,000 \$ -	φ	123,000	φ 2	100,000	ψı Q	40,000	e D	140,000	φ 130, \$	- 4	. 10	3,000
POET	φ	_	Ψ \$	_	Ψ \$	_ [_	φ ¢ .	Ψ \$	_	Ψ \$ -	4	_	Ψ 2		Ψ \$	_	Ψ \$		Ψ \$	_ 4	:	_
Pool Admin Services	φ	77,478	ψ.	190,400	\$ 145	400	170,350	170,3	96	\$ 159,996	\$ 159.	996	\$ 140,000	\$	160,000	Ψ \$	176,000	φ \$\ 1	93,000	\$ 2	200.000	3 210,	000	22	0.000
Payroll Audits	\$	77,170	\$	-	\$ 110 \$	-		3 170,0	-	\$ -	\$ 100; \$	-	\$ 110,000	\$	10.088	\$	9.840		12,042	\$.		. ,	562		5.684
Rating Services	\$	_	\$	_	\$ \$	_ [3	_	s -	\$	_	F -	\$	-	\$		\$		*	- 1	,	- \$		-
Web Hosting	6	_	6	_	\$		- 1	3	-		.		,	6	-	\$	-	\$	_	6	- }	6	- 8		-
Endorsement Fee	Ś		6	_ {	\$		- 1	·	- 1	; \$ - }	6	- 1	-	\$	_	\$	-	B		\$. }	8	- \$		_
Sub Total	\$	380,528	5 5	502,900	\$ 432.	236	412,518	394,7	21	359,144	366,	672	350,536	\$	403,336	\$	481,918	\$ 5	16,368	\$ 5	529,264	5 597,	566 \$	620	0,006
		,	Ш	,						,			,		,		,		,		,	,			·
Administration Fund Expense	\$	477,137	6	601,545	\$ 492,	669	527,664	490,1	67	454,692	450,	827	437,018	\$	533,041	\$	649,336	\$ 7	39,007	\$ 8	815,793	908,	771 \$	918	8,758

KMIT Admin Expenses

	2008		2009		2010		2011		2012		2013		2014	2015		2016		2016		Total	
	Accrued		Accrued		Accrued	ı	Accrued		Accrued		Accrued		Accrued	-	Accrued		Accrued		Budget		Accrued
	To Date		To Date		To Date		To Date		To Date		To Date		To Date		To Date		To Date				To Date
GENERAL EXPENSES																				l	
Agent Commissions					93,637		82,860		96,481	\$		\$	97,189		97,505		63,340		100,000		1,176,382
	\$ 18,54		,	\$	15,942		16,038		16,488	\$,		15,956		15,667	\$	11,977		18,000	\$	164,547
Meetings/Travel		- 4		\$	-	\$	829	\$	4,881	\$,	\$,	\$	19,897	\$,	\$	20,000	\$	99,906
· 3	\$ 26,15				2,657	\$	1,708	\$	3,175	\$	- ,	\$	4,385	\$	3,884	\$,	\$	6,000	\$	358,691
Bank Fees	* ,	8 \$	2,758	\$	9,239	\$	5,776		4,159	\$	7,528	\$	4,460	\$	5,998	\$	4,635	\$	8,000	\$	54,675
Write Off		- \$	-	\$	-	\$	(104)		-	\$	-	\$	-	\$	-	\$	4	\$	-	\$	(100)
LKM Clearing		- \$	-	\$	-	\$	60	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	60
Marketing		- \$	-	\$	-	\$	-	\$	439	\$	452	\$	161	\$	34	\$		\$	1,000	\$	1,588
Office Supplies		- \$	-	\$		\$	-	\$	1,112	\$	1,830	\$	3,732	\$	4,485	\$,	\$	5,000	\$	13,964
Sub Total	\$ 135,86	7 \$	147,147	\$	121,475	\$	107,167	\$	126,735	\$	152,627	\$	155,632	\$	147,469	\$	95,738	\$	158,000	\$	1,869,715
REGULATORY																				l	
Kansas Insurance Dept (KID) Premium Tax			,	\$	49,030	\$	40,919	\$	43,445	\$	44,349	\$	51,057	\$	47,827	\$	35,112	\$	50,000	\$	743,864
KID Pool Assessment			-, -	\$	3,500	\$	3,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	64,701
KID Workers Compensation Assessment	. ,	0 \$	28,363	\$	57,704	\$	65,962		-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	671,063
KID State Audit		- \$	-	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	12,652
KDOL Annual Assessment Fee			63,845	\$	94,900	\$	36,173	\$	82,563	\$	94,504	\$	135,989	\$	130,246	\$	122,690	\$	200,000	€	1,450,007
Sub Total	\$ 177,60	1 \$	144,209	\$	205,134	\$	158,706	\$	126,008	\$	138,854	\$	187,046	\$	178,072	\$	157,803	\$	250,000	\$	2,942,287
CONTRACTURAL				١.		١.		١.		١.		١.								١.	
Financial Audit			18,608	\$	31,565	\$	12,023	\$	11,738	\$	11,904	\$	15,803	\$	13,803	\$	-	\$	21,000	\$	292,075
Actuarial			13,750	\$	14,000	\$	14,000	\$	14,250	\$	14,250	\$	15,000	\$	14,500	\$	-	\$	15,000	\$	216,395
Risk Management			70,000	\$	70,000	\$	70,000	\$	70,000	\$	170,000	\$	170,000	\$	170,000	\$	190,000	\$	170,000		1,290,000
Risk Control			145,000	\$	145,000	\$	145,000	\$	145,000	\$	150,000	\$	150,000	\$	155,000	\$	155,000	\$	155,000		2,544,073
Claims Adjusting	. ,) \$	175,000	\$	195,000	\$	185,000	\$	185,000	\$	185,000	\$	185,000	\$	205,000	\$	205,000	\$	205,000		3,876,259
Risk Analysis		- \$	-	\$	-	\$	-	\$	-	\$	-	\$	9,671	\$	14,651	\$	22,215	\$	25,000	\$	46,536
POET		- \$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	7,425	\$	7,363	\$	19,000	\$	14,788
Pool Admin Services			225,000	\$	225,000	\$	230,000	\$	230,004	\$	75,600	\$	81,900	\$	98,560	\$,-	\$	100,000		3,868,600
Payroll Audits	\$ 18,37) \$	17,617	\$	19,173	\$	19,000	\$	-,	\$		\$	20,143	\$	19,923	\$	454	\$	22,000	\$	209,212
Rating Services		- \$	-	\$	-	\$	22,650	\$		\$		\$	10,887	\$	754	\$	15,459	\$	-	\$	75,088
Web Hosting		- \$	-	\$	-	\$	1,155	\$	1,187	\$,	\$	3,439	\$	2,846	\$	1,455	\$	-	\$	12,744
Endorsement Fee	•	- \$	-	\$	-	\$	-	\$	-	\$	70,000	\$	70,000	\$	70,000	\$	17,500	\$	70,000	\$	227,500
Sub Total	\$ 639,49	7 \$	664,975	\$	699,738	\$	698,827	\$	680,133	\$	714,119	\$	731,842	\$	772,461	\$	723,965	\$	802,000	\$ 1	2,673,270
Administration Fund Expense	\$ 952.96	5 \$	956,331	¢ 1	1,026,347	\$	964.700	4	932.876	Φ.	1.005.600	¢ 1	1.074.519	¢ 1	.098.003	ч	977.506	6 1	.210.000	¢ 1	7.485.272
Administration Fund Expense	φ 932,90	φ,	330,331	Ψ	1,020,347	Ψ	307,700	Ψ	332,010	Ψ	1,000,000	Ψ	1,077,519	ΨΙ	,030,003	Ψ	311,300	ΨΙ	,210,000	ψΙ	1,405,212

KMIT Balance Sheet

October 31, 2016

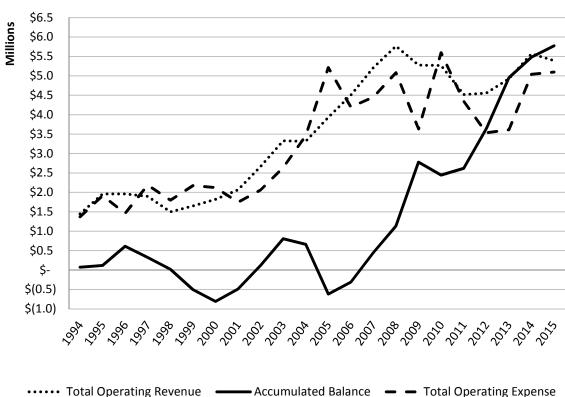
ASSETS

Total Assets	•	14,463,989
Prepaid Expenses	\$	100,713
Aggregate Recoverable	\$	8,559
Specific Recoverable	\$	345,291
Excess Premium Receivable	\$	22,030
Accounts Receivable	\$	687
Accrued Interest	\$	141,113
Investments	\$	13,551,243
Checking Accounts	\$	294,352

LIABILITIES & EQUITY

Accounts Payable	\$ -
Excess Premium Payable	\$ -
Reserve for Losses	\$ 2,875,854
IBNR Reserve	\$ 4,742,275
Deposits on Premium	\$ 860,432
Accrued Taxes and Assessments	\$ 417,646
Total Liabilities	\$ 8,896,207
Total Equity	\$ 5,567,782
Total Liabilities and Equity	\$ 14.463.989

KMIT Financial Overview



KMIT Profit and Loss

	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
	Closed	Closed	Closed	Accrued	Accrued	Accrued								
REVENUE FUND				To Date	To Date	To Date								
Direct Premium Earned	\$ 1,422,582	\$ 1,885,501	\$ 1,843,047	\$ 1,754,515	\$ 1,377,722	\$ 1,552,110	\$ 1,689,773	\$ 1,965,656	\$ 2,616,641	\$ 3,274,489	\$ 3,256,648	\$ 3,837,793	\$ 4,272,140	\$ 4,950,171
Interest Income	\$ 22.675	\$ 73.225	\$ 114.912	\$ 142,705	\$ 116.190	\$ 96,882	\$ 129,613	\$ 101.694	\$ 50.668	\$ 52.492	\$ 59,068	\$ 96.274	\$ 234.986	\$ 263.024
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ 4,445		, ,	\$ -	\$ 2,335	\$ -	\$ -	\$ -	\$ -	\$ 2,405
Total Onevation Bevenue	¢ 1 445 057	£ 1 050 700	# 1 0F7 0F0	¢ 1 007 000	\$ 1,498,357	£ 1 C40 0C7	\$ 1,819,386	¢ 0.007.050	¢ 0 CC0 C44	\$ 3,326,981	A 0 015 710	A 0 004 007	¢ 4 507 100	↑ = 0.1 = €0.0
Total Operating Revenue	\$ 1,445,257	. , ,	\$ 1,957,959	\$ 1,897,220	\$ 1,498,357	\$ 1,649,067	\$ 1,819,386	\$ 2,067,350	\$ 2,009,044	\$ 3,326,981	\$ 3,315,716	\$ 3,934,067	\$ 4,507,126	\$ 5,215,600
A DAMINISTE A TION SUMP SYRENGS	A 477 407	,, .	400.000		A 400 40T	A 454 000	A 450.005	A 407.040			A 700 007	A 045 500	A 000 TT4	A 040 750
ADMINISTRATION FUND EXPENSE	\$ 477,137	\$ 601,545	\$ 492,669	\$ 527,664	\$ 490,167	\$ 454,692	\$ 450,827	\$ 437,018	\$ 533,041	\$ 649,336	\$ 739,007	\$ 815,793	\$ 908,771	\$ 918,758
CLAIMS FUND EXPENSE														
Claims Paid Expense	\$ 716,700	\$ 1,049,152	¢ 700 125	\$ 2.073.604	\$ 1,975,736	¢ 1 601 050	¢ 1 //2 668	¢ 1 007 087	¢ 1 211 711	¢ 1 97/ 200	\$ 2,278,264	\$ 3,832,773	\$ 2 586 600	\$ 2.735.564
Claims Paid Adjusting Expense	\$ 25,541	\$ 54.345							\$ 129,112		\$ 149,902		\$ 178,937	\$ 191,773
Claims Reserve Expense	\$ 20,077	\$ -	\$ -	\$ -	\$ 90,817		, ,	\$ -	\$ 120,112	\$ -	\$ 57,249	, ,	\$ 52,018	\$ 148,544
Claims Reserves Adjusting Expense	\$ -	\$ -	\$ -	\$ -		\$ 4.335		\$ -	\$ -	\$ -	\$ 2,277	\$ 7.959	\$ 11.473	\$ 11.769
IBNR Reserve Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	,	\$ -	\$ -	\$ -	\$ 11,278	\$ 68.257	\$ 76,136	\$ 28,525
Excess Work Comp Insurance	\$ 151,393	\$ 210.142	\$ 133,376	\$ 117.122	\$ 79,456	\$ 80,124		\$ 127.168	\$ 189,458	\$ 366,991	\$ 221.435	\$ 374,472	\$ 384,425	\$ 420,728
Specific Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ (204,654)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specific Recovery Expense	\$ -	\$ -	\$ -	\$ (268.748)	\$ (722,146)	. ,	\$ -	\$ -	\$ -	\$ (400,137)	\$ -	\$ (188,126)	\$ -	\$ -
Aggregate Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,559)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aggregate Recovery Expense	\$ -	\$ -	\$ -	\$ (352,627)	\$ -	\$ (112,699)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Claims Fund Expense	\$ 893,634	\$ 1,313,638	\$ 970,007	\$ 1,660,153	\$ 1,309,807	\$ 1,718,664	\$ 1,675,542	\$ 1,307,461	\$ 1,530,284	\$ 1,990,358	\$ 2,720,404	\$ 4,399,372	\$ 3,289,598	\$ 3,536,903
Total Operating Expense	\$ 1,370,771	\$ 1,915,183	\$ 1,462,676	\$ 2,187,817	\$ 1,799,974	\$ 2,173,356	\$ 2,126,369	\$ 1,744,478	\$ 2,063,325	\$ 2,639,694	\$ 3,459,411	\$ 5,215,165	\$ 4,198,369	\$ 4,455,661
	<u> </u>	<u> </u>	<u> </u>											
BALANCES														
KMIT Statutory Fund Balance	\$ 74,486	\$ 43,543	\$ 495,283	\$ (290,597)	\$ (301,617)	\$ (524,289)	\$ (306,983)	\$ 322,872	\$ 606,319	\$ 687,287	\$ (143,695)	\$ (1,281,098)	\$ 308,757	\$ 759,939
Accumulated Balance	\$ 74,486	\$ 118,029	\$ 613,312	\$ 322,715	\$ 21,098	\$ (503,191)	\$ (810,174)	\$ (487,302)	\$ 119,017	\$ 806,303	\$ 662,609	\$ (618,489)	\$ (309,732)	\$ 450,207

KMIT Profit and Loss

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2016	Total
	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Budget	Accrued
REVENUE FUND	To Date	To Date	To Date	To Date	To Date	To Date	To Date	To Date	To Date		To Date
Direct Premium Earned	\$ 5 519 169	\$ 5 193 <i>4</i> 27	\$ 5,213,859	\$ 4,442,326	\$ 4,484,533	\$ 4 853 835	\$ 5,460,344	\$ 5,261,044	\$ 4,297,496	\$ 5,320,000	\$ 80,424,821
	\$ 245,802	. , ,		\$ 72,925	\$ 70,104	\$ 71,861	\$ 107,601	\$ 128,600	\$ 133,029	\$ 125,000	\$ 2,518,648
	,		· · · · · ·				\$ 107,601		1:	,	. , ,
Miscellaneous Income	\$ -	\$ -	\$ -	\$ 1,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,701
Total Operating Revenue	\$ 5,764,971	\$ 5,275,028	\$ 5,266,578	\$ 4,516,692	\$ 4,554,637	\$ 4,925,696	\$ 5,567,945	\$ 5,389,644	\$ 4,430,525	\$ 5,445,000	\$ 82,954,171
ADMINISTRATION FUND EXPENSE	\$ 952,965	\$ 956,331	\$ 1,026,347	\$ 964,700	\$ 932,876	\$ 1,005,600	\$ 1,074,519	\$ 1,098,003	\$ 1,039,071	\$ 1,210,000	\$ 17,546,837
CLAIMS FUND EXPENSE											
Claims Paid Expense	\$ 3,311,636	\$ 2,029,622	\$ 3,800,051	\$ 2,627,008	\$ 1,847,468	\$ 1,632,560	\$ 2,981,768	\$ 1,537,760	\$ 721,533	\$ -	\$ 45,844,668
Claims Paid Adjusting Expense	\$ 234,443	\$ 129,658	\$ 184,135	\$ 146,084	\$ 164,584	\$ 121,750	\$ 114,725	\$ 94,169	\$ 23,467	\$ -	\$ 2,900,751
Claims Reserve Expense	\$ 137,030	\$ 15,637	\$ 108,924	\$ 234,067	\$ 111,611	\$ 64,877	\$ 365,828	\$ 244,513	\$ 860,090	\$ -	\$ 2,613,794
Claims Reserves Adjusting Expense	\$ 8,218	\$ 1,736	\$ 12,095	\$ 5,876	\$ 15,883	\$ 11,129	\$ 36,796	\$ 47,411	\$ 78,874	\$ -	\$ 262,060
IBNR Reserve Expense	\$ 63,066	\$ 156,669	\$ 115,064	\$ 32,067	\$ 133,534	\$ 379,647	\$ 533,647	\$ 1,619,079	\$ 1,517,390	\$ -	\$ 4,742,275
Excess Work Comp Insurance	,	\$ 341,935	\$ 351,375	\$ 336,966	\$ 337,595	\$ 395,128	\$ 432,750	\$ 456,352	\$ 395,621	\$ 480,000	\$ 6,363,620
Specific Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (200,306)	\$ -	\$ -	\$ -	\$ (345,291)
Specific Recovery Expense		\$ -	\$ -	\$ -	\$ (9,965)	\$ -	\$ (299,694)	\$ -	\$ -	\$ -	\$ (2,068,440)
Aggregate Recoverable Expense		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,559)
Aggregate Recovery Expense		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (465,326)
Claims Fund Expense	\$ 4,127,183	\$ 2,675,257	\$ 4,571,644	\$ 3,382,069	\$ 2,600,710	\$ 2,605,092	\$ 3,965,514	\$ 3,999,284	\$ 3,596,975	\$ 480,000	\$ 59,839,552
T.10 " T	A = 000 110	A 0 004 500	A = =0= 001	A 4 0 4 0 7 0 0	A 0 500 500	* • • • • • • • • • • • • • • • • • • •	A = 0.40 000	*	4 4 000 040	A 1 000 000	A == 000 000
Total Operating Expense	\$ 5,080,148	\$ 3,631,588	\$ 5,597,991	\$ 4,346,769	\$ 3,533,586	\$ 3,610,692	\$ 5,040,033	\$ 5,097,287	\$ 4,636,046	\$ 1,690,000	\$ 77,386,389
BALANCES											
KMIT Statutory Fund Balance	\$ 684.823	\$ 1.643.440	\$ (331,413)	\$ 169.923	\$ 1,021,051	\$ 1.315.004	\$ 527.911	\$ 292.357	\$ (205.521)	\$ 3,755,000	\$ 5,567,782
catalo., . and bulance	+ 00 .,020	+ .,0 .0, . 10	+ (00.,.10)	,	+ .,02.,031	+ 1,010,004	,		+ (200,021)	+ 5,. 00,000	÷ 0,00.,.32
Accumulated Balance	\$ 1,135,030	\$ 2,778,469	\$ 2,447,056	\$ 2,616,979	\$ 3,638,030	\$ 4,953,034	\$ 5,480,946	\$ 5,773,302	\$ 5,567,782		

KMIT Admin Expenses

	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
	Closed	Closed	Closed	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued
				To Date	To Date	To Date	To Date	To Date	To Date	To Date	To Date	To Date	To Date	To Date
GENERAL EXPENSES														
Agent Commissions		\$ -	\$ -	\$ -	\$ 969	\$ 4,919	\$ 5,239	\$ 12,669	\$ 33,803	\$ 44,060	\$ 43,231	\$ 61,486	\$ 75,650	\$ 77,961
Directors and Officers Insurance	*	\$ 489	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,367
Meetings/Travel		* - / -	*	\$ 5,318			\$ 149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingencies/Miscellaneous		+ -,	* ,	\$ 3,913		\$ 11,585	\$ 6,020	\$ 18,223	\$ 26,103	\$ 28,939	\$ 41,820	\$ 23,173	\$ 66,332	\$ 33,865
Bank Fees	. , -	,	\$ 579	\$ 658	\$ 263	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Write Off		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LKM Clearing		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing	•	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 1,249	\$ 21,179	\$ 4,151	\$ 9,889	\$ 7,795	\$ 16,504	\$ 11,408	\$ 30,892	\$ 59,906	\$ 72,999	\$ 85,051	\$ 84,659	\$ 141,982	\$ 132,193
REGULATORY														
Kansas Insurance Dept (KID) Premium Tax	. ,	\$ 18,402	\$ 13,177	\$ 10,823	\$ 13,893	\$ 18,215	\$ 19,568	\$ 18,564	\$ 24,377	. ,	\$ 30,168	\$ 34,004	\$ 40,212	\$ 46,194
KID Pool Assessment			\$ 5,372	\$ 3,470	\$ 3,798	\$ 1,855	\$ 2,693	\$ 4,355	\$ 3,341	\$ 5,983	\$ 2,844	\$ 3,900	\$ -	\$ 4,300
KID Workers Compensation Assessment	. ,	\$ 44,011	\$ 25,322	\$ 48,345	\$ 31,243	\$ 14,594	\$ 10,372	\$ 1,795	\$ 7,770	\$ 19,748	\$ 47,137	\$ 91,805	\$ 47,193	\$ 32,896
KID State Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
KDOL Annual Assessment Fee	\$ 9,073	\$ 15,053	\$ 12,410	\$ 42,620	\$ 38,718	\$ 44,381	\$ 40,114	\$ 30,875	\$ 34,311	\$ 39,671	\$ 57,438	\$ 72,161	\$ 81,818	\$ 83,170
Sub Total	\$ 95,360	\$ 77,466	\$ 56,281	\$ 105,257	\$ 87,651	\$ 79,045	\$ 72,746	\$ 55,589	\$ 69,799	\$ 94,418	\$ 137,588	\$ 201,870	\$ 169,223	\$ 166,560
CONTRACTURAL														
Financial Audit	\$ 4,603	\$ -	\$ 6,639	\$ 32,625	\$ 12,292	\$ 8,288	\$ 10,973	\$ 8,474	\$ 9,600	\$ 9,806	\$ 10,465	\$ 10,264	\$ 33,013	\$ 6,462
Actuarial :	\$ -	\$ -	\$ 2,855	\$ 5,000	\$ 25,033	\$ 5,859	\$ 5,703	\$ 7,062	\$ 6,148	\$ 6,272	\$ 7,862	\$ 9,000	\$ 9,991	\$ 12,860
Risk Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ 50,000	\$ 50,000	\$ 60,000
Risk Control	\$ -	\$ -	\$ 82,500	\$ 99,073	\$ 87,000	\$ 80,000	\$ 80,000	\$ 85,000	\$ 92,500	\$ 105,000	\$ 113,000	\$ 120,000	\$ 130,000	\$ 140,000
Claims Adjusting	\$ 298,447	\$ 312,500	\$ 194,842	\$ 105,470	\$ 100,000	\$ 105,000	\$ 110,000	\$ 110,000	\$ 125,000	\$ 135,000	\$ 140,000	\$ 140,000	\$ 150,000	\$ 165,000
Risk Analysis	- 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - :	\$ -
POET	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	\$ -
Pool Admin Services	77,478	\$ 190,400	\$ 145,400	\$ 170,350	\$ 170,396	\$ 159,996	\$ 159,996	\$ 140,000	\$ 160,000	\$ 176,000	\$ 193,000	\$ 200,000	\$ 210,000	\$ 220,000
Payroll Audits		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,088	\$ 9,840	\$ 12,042	\$ -	\$ 14,562	\$ 15,684
Rating Services	- :	\$ -	\$ -	\$ -		\$ -	\$ -:	5 -	\$ - :	\$ -	\$ -	\$ - :	\$ - 5	-
Web Hosting	- :	\$ -	\$ - :	\$ - S	- :	\$ -	₿ - :	5 - :	5 - :	5 - (\$ -	₿ - :	5 - 1	-
Endorsement Fee	- :	5 -	\$ - :	\$ - :	- :	- :	5 - :	- :	- :	- :		\$ - :	- 1	-
Sub Total	380,528	502,900	\$ 432,236	412,518	394,721	359,144	366,672	350,536	403,336	481,918	516,368	\$ 529,264	597,566	620,006
Administration Fund Expense	477,137	601,545	\$ 492,669	527,664	490,167	454,692	\$ 450,827	437,018	533,041	649,336	\$ 739,007	815,793	908,771	918,758
	,	,	. ,	. ,		- ,	,-	- ,	,-	,	,	, -,	,	-,

KMIT Admin Expenses

	2008		2009		2010		2011		2012		2013		2014		2015		2016		2016		Total
	Accrued		Accrued	ı	Accrued		Accrued		Accrued		Accrued		Accrued	-	Accrued		Accrued		Budget	ı	Accrued
	To Date		To Date		To Date		To Date		To Date		To Date		To Date		To Date		To Date			_	To Date
GENERAL EXPENSES																				i	
Agent Commissions					93,637		82,860		96,481	\$		\$	97,189		97,505		72,695		100,000		1,185,736
	\$ 18,54		,	\$	15,942		16,038		16,488	\$,		15,956		15,667	\$	13,308		18,000	\$	165,878
Meetings/Travel		- \$		\$	-	\$	829	\$	4,881	\$,	\$,	\$	19,897	\$,	\$	20,000	\$	101,373
· 3	\$ 26,15				2,657	\$	1,708	\$	3,175	\$		\$	4,385	\$	3,884	\$,	\$	6,000	\$	358,691
Bank Fees	* ,	8 \$	2,758	\$	9,239	\$	5,776		4,159	\$	7,528	\$	4,460	\$	5,998	\$	4,796	\$	8,000	\$	54,836
Write Off		- \$	-	\$	-	\$	(104)		-	\$	-	\$	-	\$	-	\$	4	\$	-	\$	(100)
LKM Clearing		- \$	-	\$	-	\$	60	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	60
Marketing		- \$	-	\$	-	\$	-	\$	439	\$	452	\$	161	\$	34	\$		\$	1,000	\$	1,588
Office Supplies		- \$	-	\$	-	\$	-	\$	1,112	\$	1,830	\$	3,732	\$	4,485	\$	5,946	_	5,000	\$	17,104
Sub Total	\$ 135,86	7 \$	147,147	\$	121,475	\$	107,167	\$	126,735	\$	152,627	\$	155,632	\$	147,469	\$	111,192	\$	158,000	\$	1,885,168
REGULATORY																				i	
Kansas Insurance Dept (KID) Premium Tax			48,525	\$	49,030	\$	40,919	\$	43,445	\$	44,349	\$	51,057	\$	47,827	\$	35,112	\$	50,000	\$	743,864
KID Pool Assessment			-, -	\$	3,500	\$	3,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	64,701
KID Workers Compensation Assessment	. ,) \$	28,363	\$	57,704	\$	65,962		-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	671,063
KID State Audit		- \$	-	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	12,652
KDOL Annual Assessment Fee			63,845	\$	94,900	\$	36,173	\$	82,563	\$	94,504	\$	135,989	\$	130,246	\$	122,690	\$	200,000	Ψ	1,450,007
Sub Total	\$ 177,60	1 \$	144,209	\$	205,134	\$	158,706	\$	126,008	\$	138,854	\$	187,046	\$	178,072	\$	157,803	\$	250,000	\$	2,942,287
CONTRACTURAL				١.		١.		١.		١.		١.								١.	
Financial Audit			18,608	\$	31,565	\$	12,023	\$	11,738	\$	11,904	\$	15,803	\$	13,803	\$	-	\$	21,000	\$	292,075
Actuarial			13,750	\$	14,000	\$	14,000	\$	14,250	\$	14,250	\$	15,000	\$	14,500	\$	-	\$	15,000	\$	216,395
Risk Management			70,000	\$	70,000	\$	70,000	\$	70,000	\$	170,000	\$	170,000	\$	170,000	\$	190,000	\$	170,000		1,290,000
Risk Control			145,000	\$	145,000	\$	145,000	\$	145,000	\$	150,000	\$	150,000	\$	155,000	\$	155,000	\$	155,000		2,544,073
Claims Adjusting	. ,	\$	175,000	\$	195,000	\$	185,000	\$	185,000	\$	185,000	\$	185,000	\$	205,000	\$	205,000	\$	205,000	· ·	3,876,259
Risk Analysis		- \$	-	\$	-	\$	-	\$	-	\$	-	\$	9,671	\$	14,651	\$	23,340	\$	25,000	\$	47,661
POET	*	- \$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	7,425	\$	9,013	\$	19,000	\$	16,438
Pool Admin Services			225,000	\$	225,000	\$	230,000	\$	230,004	\$	75,600	\$	81,900	\$	98,560	\$	100,300	\$	100,000		3,859,380
Payroll Audits		\$	17,617	\$	19,173	\$	19,000	\$	-,	\$		\$	20,143	\$	19,923	\$	454	\$	22,000	\$	209,212
Rating Services		- \$	-	\$	-	\$	22,650	\$		\$		\$	10,887	\$	754	\$	27,009	\$	-	\$	86,638
Web Hosting		- \$	-	\$	-	\$	1,155	\$	1,187	\$,	\$	3,439	\$	2,846	\$	2,193	\$	-	\$	13,483
Endorsement Fee	•	- \$	-	\$	-	\$	-	\$	-	\$	70,000	\$	70,000	\$	70,000	\$	57,769	\$	70,000	\$	267,769
Sub Total	\$ 639,497	\$	664,975	\$	699,738	\$	698,827	\$	680,133	\$	714,119	\$	731,842	\$	772,461	\$	770,077	\$	802,000	\$ 1	2,719,382
Administration Fund Expense	\$ 952.965	\$	956,331	¢ 1	,026,347	\$	964.700	4	932.876	Φ.	1.005.600	¢ 1	1.074.519	¢ 1	.098.003	¢ 1	.039.071	6 1	.210.000	¢ 1	7.546.837
Auministration Fund Expense	φ 302,900	φ	300,001	ψI	,020,347	φ	304,700	Ψ	332,010	Ψ	1,000,000	Ψ	1,074,319	PΙ	,030,003	IΨ	,039,071	IΨ	,210,000	IΨ	1,540,037

KMIT Balance Sheet

November 30, 2016

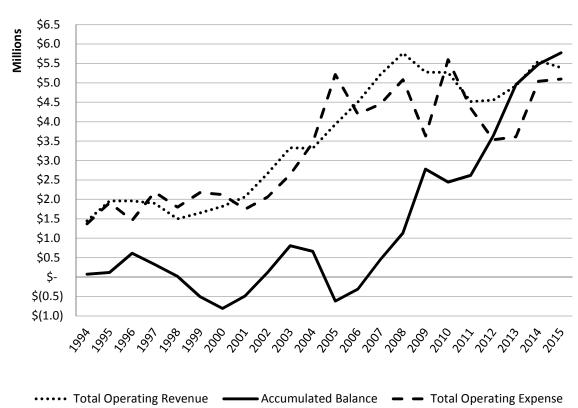
ASSETS

Total Assets	\$ 14,333,407
Prepaid Expenses	\$ 50,447
Aggregate Recoverable	\$ 8,559
Specific Recoverable	\$ 343,354
Excess Premium Receivable	\$ 22,030
Accounts Receivable	\$ 687
Accrued Interest	\$ 138,838
Investments	\$ 12,949,571
Checking Accounts	\$ 819,921

LIABILITIES & EQUITY

LIABILITIZE & EQUIT	
Accounts Payable	\$ -
Excess Premium Payable	\$ -
Reserve for Losses	\$ 2,861,629
IBNR Reserve	\$ 4,997,686
Deposits on Premium	\$ 430,216
Accrued Taxes and Assessments	\$ 417,646
Total Liabilities	\$ 8,707,176
Total Equity	\$ 5,626,230
Total Liabilities and Equity	\$ 14,333,407

KMIT Financial Overview



KMIT Profit and Loss

	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
	Closed	Closed	Closed	Accrued	Accrued	Accrued								
REVENUE FUND				To Date	To Date	To Date								
Direct Premium Earned	\$ 1,422,582	\$ 1,885,501	\$ 1,843,047	\$ 1,754,515	\$ 1,377,722	\$ 1,552,110	\$ 1,689,773	\$ 1,965,656	\$ 2,616,641	\$ 3,274,489	\$ 3,256,648	\$ 3,837,793	\$ 4,272,140	\$ 4,950,171
Interest Income	\$ 22.675	\$ 73.225	\$ 114.912	\$ 142,705	\$ 116.190	\$ 96,882	\$ 129,613	\$ 101.694	\$ 50.668	\$ 52.492	\$ 59,068	\$ 96.274	\$ 234.986	\$ 263.024
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ 4,445		, ,	\$ -	\$ 2,335	\$ -	\$ -	\$ -	\$ -	\$ 2,405
Total Onevation Bevenue	¢ 1 445 057	\$ 1,958,726	# 1 0F7 0F0	£ 1 007 000	¢ 1 400 057	£ 1 C40 0C7	\$ 1,819,386	# 0.0C7.0E0	¢ 0 CC0 C44	\$ 3,326,981	A 0 015 710	A 0 004 007	£ 4 507 10C	¢ = 04 = 000
Total Operating Revenue	\$ 1,445,257	. , ,	\$ 1,957,959	\$ 1,897,220	\$ 1,498,357	\$ 1,649,067	\$ 1,819,386	\$ 2,067,350	\$ 2,009,044	\$ 3,326,981	\$ 3,315,716	\$ 3,934,067	\$ 4,507,126	\$ 5,215,600
A DAMINISTE A TION SUMP SYRENGS	A 477 407	,, .	400.000		A 400 40T	A 454.000	A 450.005	A 407.040			A 700 007	A 045 500	A 000 TT4	A 040 750
ADMINISTRATION FUND EXPENSE	\$ 477,137	\$ 601,545	\$ 492,669	\$ 527,664	\$ 490,167	\$ 454,692	\$ 450,827	\$ 437,018	\$ 533,041	\$ 649,336	\$ 739,007	\$ 815,793	\$ 908,771	\$ 918,758
CLAIMS FUND EXPENSE														
Claims Paid Expense	\$ 716,700	\$ 1,049,152	¢ 700 125	\$ 2.073.604	\$ 1,977,785	¢ 1 601 375	¢ 1 //2 668	¢ 1 007 087	¢ 1 211 711	¢ 1 97/ 200	\$ 2,278,275	\$ 3,833,120	¢ 2 587 667	\$ 2.684.589
Claims Paid Adjusting Expense	\$ 25,541	\$ 54,345							\$ 129,112		\$ 149,923			\$ 191,802
Claims Reserve Expense	\$ 20,077	\$ -	\$ -	\$ -	\$ 88,769		' '	, ,	\$ 120,112	\$ -	\$ 57,238	\$ 106,820	\$ 52,207	\$ 149,438
Claims Reserves Adjusting Expense	\$ -	\$ -	\$ -	\$ -		\$ 4.212		\$ -	\$ -	\$ -	\$ 2,255		\$ 12,090	\$ 11.741
IBNR Reserve Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -,2.2	,	\$ -	\$ -	\$ -	\$ 11,278	\$ 28,257	\$ 74,271	\$ 78.607
Excess Work Comp Insurance	\$ 151,393	\$ 210.142	\$ 133,376	\$ 117.122	\$ 79,456	\$ 80,124		\$ 127.168	\$ 189,458	\$ 366,991	\$ 221.435	\$ 374.472	\$ 384,425	\$ 420,728
Specific Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ (204,654)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specific Recovery Expense	\$ -	\$ -	\$ -	\$ (268.748)	\$ (722,146)	. ,	\$ -	\$ -	\$ -	\$ (400,137)	\$ -	\$ (188,126)	\$ -	\$ -
Aggregate Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,559)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aggregate Recovery Expense	\$ -	\$ -	\$ -	\$ (352,627)	\$ -	\$ (112,699)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Claims Fund Expense	\$ 893,634	\$ 1,313,638	\$ 970,007	\$ 1,660,153	\$ 1,309,807	\$ 1,718,664	\$ 1,675,542	\$ 1,307,461	\$ 1,530,284	\$ 1,990,358	\$ 2,720,404	\$ 4,399,372	\$ 3,289,598	\$ 3,536,903
Total Operating Expense	\$ 1,370,771	\$ 1,915,183	\$ 1,462,676	\$ 2,187,817	\$ 1,799,974	\$ 2,173,356	\$ 2,126,369	\$ 1,744,478	\$ 2,063,325	\$ 2,639,694	\$ 3,459,411	\$ 5,215,165	\$ 4,198,369	\$ 4,455,661
	<u> </u>	<u> </u>	<u> </u>											
BALANCES														
KMIT Statutory Fund Balance	\$ 74,486	\$ 43,543	\$ 495,283	\$ (290,597)	\$ (301,617)	\$ (524,289)	\$ (306,983)	\$ 322,872	\$ 606,319	\$ 687,287	\$ (143,695)	\$ (1,281,098)	\$ 308,757	\$ 759,939
Accumulated Balance	\$ 74,486	\$ 118,029	\$ 613,312	\$ 322,715	\$ 21,098	\$ (503,191)	\$ (810,174)	\$ (487,302)	\$ 119,017	\$ 806,303	\$ 662,609	\$ (618,489)	\$ (309,732)	\$ 450,207

KMIT Profit and Loss

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2016	Total
	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Accrued	Budget	Accrued
REVENUE FUND	To Date	To Date	To Date	To Date	To Date	To Date	To Date	To Date	To Date		To Date
Direct Premium Earned	\$ 5 519 169	\$ 5 193 427	\$ 5 213 859	\$ 4 442 326	\$ 4,484,533	\$ 4,853,835	\$ 5,460,344	\$ 5,261,044	\$ 4 727 712	\$ 5,320,000	\$ 80,855,037
	\$ 245,802			\$ 72,925	\$ 70,104	\$ 71,861	\$ 107,601	\$ 128,600	. , ,	\$ 125,000	\$ 2,532,292
Miscellaneous Income	,	\$ -	, ,			, ,	i .		. ,	,	. , ,
Miscellaneous income	ъ -	ъ -	\$ -	\$ 1,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,701
Total Operating Revenue	\$ 5,764,971	\$ 5,275,028	\$ 5,266,578	\$ 4,516,692	\$ 4,554,637	\$ 4,925,696	\$ 5,567,945	\$ 5,389,644	\$ 4,874,385	\$ 5,445,000	\$ 83,398,030
ADMINISTRATION FUND EXPENSE	\$ 952,965	\$ 956,331	\$ 1,026,347	\$ 964,700	\$ 932,876	\$ 1,005,600	\$ 1,074,519	\$ 1,098,003	\$ 1,064,767	\$ 1,210,000	\$ 17,572,533
CLAIMS FUND EXPENSE											•
Claims Paid Expense	\$ 3,312,358	\$ 2,029,622	\$ 3,803,238	\$ 2,629,874	\$ 1,892,513	\$ 1,634,126	\$ 2,699,445	\$ 1,543,065	\$ 803,664	\$ -	\$ 45,655,973
Claims Paid Adjusting Expense	\$ 234,488	\$ 129,807	\$ 184,764	\$ 146,127	\$ 164,605	\$ 121,972	\$ 115,451	\$ 99,511	\$ 38,042	\$ -	\$ 2,922,700
	\$ 136,309	\$ 15,227	\$ 108,337	\$ 231,202	\$ 146,637	\$ 63,311	\$ 358,147		\$ 816,408	\$ -	\$ 2,614,976
Claims Reserves Adjusting Expense	\$ 8,173	\$ 1,588	\$ 11,662	\$ 5,833	\$ 13,067	\$ 10,907	\$ 36,123	\$ 45,101	\$ 69,737	\$ -	\$ 246,653
	\$ 63,066	\$ 157,079	\$ 112,267	\$ 32,067	\$ 100,292	\$ 379,647	\$ 533,869	\$ 1,625,432	\$ 1,793,639	\$ -	\$ 4,997,686
Excess Work Comp Insurance	\$ 372,790	\$ 341,935	\$ 351,375	\$ 336,966	\$ 337,595	\$ 395,128	\$ 432,750	\$ 456,352	\$ 435,201	\$ 480,000	\$ 6,403,200
Specific Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (200,306)	\$ -	\$ -	\$ -	\$ (343,354)
Specific Recovery Expense	\$ -	\$ -	\$ -	\$ -	\$ (53,999)	\$ -	\$ (9,965)	\$ -	\$ -	\$ -	\$ (1,824,682)
Aggregate Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,559)
Aggregate Recovery Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (465,326)
Claims Fund Expense	\$ 4,127,183	\$ 2,675,257	\$ 4,571,644	\$ 3,382,069	\$ 2,600,710	\$ 2,605,092	\$ 3,965,514	\$ 3,999,284	\$ 3,956,690	\$ 480,000	\$ 60,199,267
Total Operating Expense	\$ 5,080,148	\$ 3,631,588	\$ 5,597,991	\$ 4,346,769	\$ 3,533,586	\$ 3,610,692	\$ 5,040,033	\$ 5,097,287	\$ 5,021,457	\$ 1,690,000	\$ 77,771,800
BALANCES											
VANT Chatridam From 1 Delever	A CO4 OCC	£ 1 C40 440	A (001 410)	A 100 000	A 1 001 051	A 1 245 004	A 507.011	A 000 057	A (4.47.070)	A 0 755 000	A F COC 000
KMIT Statutory Fund Balance	\$ 684,823	\$ 1,643,440	\$ (331,413)	\$ 169,923	\$ 1,021,051	\$ 1,315,004	\$ 527,911	\$ 292,357	\$ (147,072)	\$ 3,755,000	\$ 5,626,230
Accumulated Balance	¢ 1 135 020	\$ 2 778 <i>1</i> 60	\$ 2,447,056	\$ 2,616,979	\$ 3,638,030	\$ 4,953,034	\$ 5 /80 0/6	\$ 5,773,302	¢ 5 626 220		
Accumulated balance	φ 1,105,030	φ 2,110,409	φ 2,447,000	φ 2,010,979	φ 3,030,030	φ 4,303,034	φ 5,400,940	\$ 5,113,302	φ 5,020,230		

KMIT Admin Expenses

		1994		1995	1996	6	1997	1998		1999	2000		2001	2002	2003		2004	2005	5	2006	2	2007
		Closed	(Closed	Close	d	Accrued	Accrued		Accrued	Accrued	Δ	Accrued	Accrued	Accrued	1	Accrued	Accru	ed	Accrued	Ac	crued
							To Date	To Date	1	To Date	To Date	1	To Date	To Date	To Date	7	To Date	To Da	te	To Date	To	Date
GENERAL EXPENSES																						
Agent Commissions		-	\$	-	\$	-	\$ -	\$ 96	9 \$	4,919	\$ 5,239	\$	12,669	\$ 33,803	\$ 44,060	\$	43,231	\$ 61,	486	\$ 75,650		77,961
Directors and Officers Insurance		-	\$	489	\$	-	\$ -	\$	- \$	-	\$ -	\$	-	\$ -	\$ -	\$	-	\$	-	\$ -	\$	20,367
Meetings/Travel		-	\$				+ -,	\$ 1,20		-	\$ 149	\$	-	\$ -	\$ -	\$	-	\$	-	\$ -	\$	-
Contingencies/Miscellaneous		-	\$	8,984				\$ 5,35		11,585	\$ 6,020	\$	18,223	\$ 26,103	\$ 28,939	\$	41,820	\$ 23,	173	\$ 66,332	\$	33,865
Bank Fees		1,249	\$	4,735	\$	579	\$ 658	\$ 26	3 \$	-	\$ -	\$	-	\$ -	\$ -	\$	-	\$	-	\$ -	\$	-
Write Off		-	\$	-	\$	-	\$ -	\$	- \$	-	\$ -	\$	-	\$ -	\$ -	\$	-	\$	-	\$ -	\$	-
LKM Clearing		-	\$	-	\$	-	\$ -	\$	- \$	-	\$ -	\$	-	\$ -	\$ -	\$	-	\$	-	\$ -	\$	-
Marketing		-	\$	-	\$	-	\$ -	\$	- \$	-	\$ -	\$	-	\$ -	\$ -	\$	-	\$	-	\$ -	\$	-
Office Supplies	_	-	\$	-	\$	-	\$ -	\$	- \$	-	\$ -	\$	-	\$ -	\$ -	\$	-	\$	-	\$ -	\$	-
Sub Total	\$	1,249	\$	21,179	\$ 4,	151	\$ 9,889	\$ 7,79	5 \$	16,504	\$ 11,408	\$	30,892	\$ 59,906	\$ 72,999	\$	85,051	\$ 84,6	659	\$ 141,982	\$ 1	32,193
REGULATORY																						
Kansas Insurance Dept (KID) Premium Tax		, -	\$	18,402	\$ 13,		\$ 10,823	\$ 13,89		18,215	\$ 19,568	\$	- ,	* /-	\$ 29,017	\$	30,168	\$ 34,0		\$ 40,212	\$	46,194
KID Pool Assessment		9,407					\$ 3,470	\$ 3,79		1,855	\$ 2,693	\$	4,355	\$ 3,341	\$ 5,983	\$	2,844		900	\$ -	\$	4,300
KID Workers Compensation Assessment		- ,	\$	44,011	\$ 25,3		\$ 48,345	\$ 31,24	3 \$	14,594	\$ 10,372	\$	1,795	\$ 7,770	\$ 19,748	\$	47,137	\$ 91,8	305	\$ 47,193	\$	32,896
KID State Audit			\$	-	\$		\$ -	\$	- \$	-	\$ -	\$	-	\$ -	\$ -	\$	-	\$	- 5	\$ -	\$	-
KDOL Annual Assessment Fee	\$	-,	\$	15,053	\$ 12,4		Ψ :=,0=0	\$ 38,718		44,381	\$ 40,114	\$	30,875	\$ 34,311	\$ 39,671	\$	57,438	\$ 72,1		\$ 81,818		83,170
Sub Total	\$	95,360	\$	77,466	\$ 56,2	281	\$ 105,257	\$ 87,65°	1 \$	79,045	\$ 72,746	\$	55,589	\$ 69,799	\$ 94,418	\$	137,588	\$ 201,8	370	\$ 169,223	\$ 10	66,560
CONTRACTURAL	١.								1.			1.				١.						
Financial Audit	\$	4,603	\$	-		39	· -,	\$ 12,292		8,288	\$ 10,973	\$	8,474	\$ 9,600	\$ 9,806	\$	10,465	\$ 10,2		33,013	\$	6,462
Actuarial	\$	-	\$	-	\$ 2,8	355	\$ 5,000	\$ 25,033	3 \$	5,859	\$ 5,703	\$	7,062	\$ 6,148	\$ 6,272	\$	7,862	\$ 9,0		9,991		12,860
Risk Management	\$	-	\$	-	\$	- 3	\$ -	\$	- \$	-	\$ -	\$	- 5	\$ -	\$ 40,000	\$	40,000	\$ 50,0		50,000		60,000
Risk Control	\$	-	\$	-	\$ 82,5		\$ 99,073	87,000		80,000	\$ 80,000	\$	85,000	\$ 92,500	\$ 105,000	\$	113,000	\$ 120,0		130,000		40,000
Claims Adjusting		298,447	\$:	312,500	\$ 194,8	42	\$ 105,470	100,000	\$	105,000	\$ 110,000	\$	110,000	\$ 125,000	\$ 135,000	\$	140,000	\$ 140,0	00	150,000	16	65,000
Risk Analysis	\$	-	\$	-	\$	-	- 8		- \$	- 1	\$ -	\$	- 8	-	\$ -	\$	-	\$	- 9	- 9	5	-
POET	\$		\$.	\$	- 5	5 5		- \$		\$ -	\$			\$ -	\$		\$	- 9	5	3	.
Pool Admin Services	\$	77,478	\$ 1	190,400	\$ 145,4	00	170,350	170,396	5 \$	159,996	159,996	\$	140,000	160,000	\$ 176,000	\$	193,000	\$ 200,0	00	210,000		20,000
Payroll Audits	\$	-	\$	-	\$	-	-		- \$	- [-	\$	-	10,088	\$ 9,840	\$	12,042	\$	- 1	14,562	5 1	15,684
Rating Services	\$	- 1	5	-	\$	-	- [; -	. \$	- [5 -	Þ	- [5 -	5 -	\$	-	5	- [- [5	-
Web Hosting	Þ	-	Þ	-	5	- 1	- 1	; -	· 15	- 8	-	Þ	- 1	5 -	-	Ď	-	Þ	- 1	- [5	-
Endorsement Fee	_	- :	Þ .	-	5 400.0	-	- 1	004704	· Б		-	Þ		- 1	- 404.040	Þ	-	5 500.0	- 8	- 5		-
Sub Total	Þ	380,528	5 5	502,900	\$ 432,2	36	412,518	394,721	\$	359,144	366,672	5	350,536	403,336	481,918	Þ	516,368	\$ 529,2	b4 \$	597,566	62	20,006
Administration Fund Expense	\$	477,137	\$ 6	601,545	\$ 492,6	69	5 527,664	490,167	\$.	454,692	450,827	\$ 4	437,018	5 533,041	649,336	\$	739,007	815,7	93 \$	908,771	91	8,758

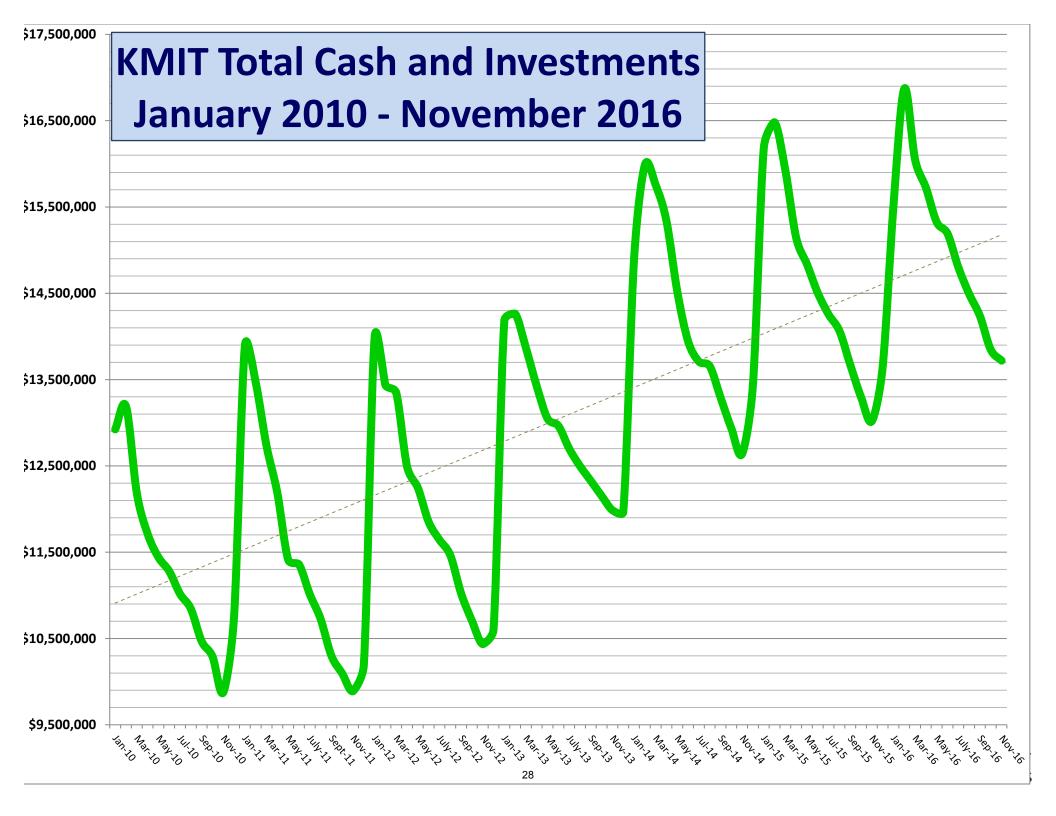
KMIT Admin Expenses

		2008		2009		2010		2011		2012		2013		2014		2015		2016		2016		Total
	-	Accrued	-	Accrued	,	Accrued		Accrued		Accrued		Accrued		Accrued	-	Accrued		Accrued		Budget		Accrued
	1	Γo Date	·	To Date		To Date		To Date		To Date		To Date		To Date		To Date		To Date				To Date
GENERAL EXPENSES																						
Agent Commissions			\$	94,214				82,860	\$	96,481	\$		\$		\$	97,505	\$	82,050	\$	100,000	\$	1,195,091
Directors and Officers Insurance	\$	18,542	\$	15,857	\$	15,942			\$	-,	\$	17,224	\$,	\$	15,667	\$		\$	18,000		167,209
Meetings/Travel	\$	-	\$	-	\$	-	\$	829	\$,	\$	19,334	\$,	\$	19,897	\$	21,201	\$	20,000		110,511
Contingencies/Miscellaneous	\$	-,	\$	34,318		2,657	\$		\$	3,175	\$	3,623	\$		\$	3,884	\$	2,594	\$		\$	359,409
Bank Fees	\$	2,638	\$	2,758	\$	9,239	\$	-, -	\$	4,159	\$	7,528	\$	4,460	\$	5,998	\$	5,415	\$	8,000	\$	55,455
Write Off		-	\$	-	\$	-	\$	(104)		-	\$	-	\$	-	\$	-	\$	4	\$	-	\$	(100)
LKM Clearing		-	\$	-	\$	-	\$	60	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	60
Marketing		-	\$	-	\$	-	\$	-	\$	439	\$	452	\$	161	\$	34	\$	502	\$	1,000	\$	1,588
Office Supplies		-	\$	-	\$	-	\$	-	\$	1,112	\$	1,830	\$	3,732	\$	4,485	\$	6,176	\$	-,	\$	17,334
Sub Total	\$	135,867	\$	147,147	\$	121,475	\$	107,167	\$	126,735	\$	152,627	\$	155,632	\$	147,469	\$	132,580	\$	158,000	\$	1,906,557
REGULATORY																						
Kansas Insurance Dept (KID) Premium Tax		54,139	\$	48,525	\$		\$	40,919	\$	43,445	\$	44,349	\$	51,057	\$	47,827	\$	35,112	\$	50,000	\$	743,864
KID Pool Assessment		3,409	\$	-, -	\$		\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	64,701
KID Workers Compensation Assessment		32,770	\$	28,363	\$	57,704	\$	65,962		-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	671,063
KID State Audit		-	\$	-	\$	-	\$	12,652		-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	12,652
KDOL Annual Assessment Fee		87,284	\$	63,845	\$	94,900	\$		\$	82,563	\$	94,504	\$	135,989	\$	130,246	\$	122,690	\$	200,000	\$	1,450,007
Sub Total	\$	177,601	\$	144,209	\$	205,134	\$	158,706	\$	126,008	\$	138,854	\$	187,046	\$	178,072	\$	157,803	\$	250,000	\$	2,942,287
CONTRACTURAL																						
Financial Audit	*	13,127	\$	18,608	\$	31,565	\$	12,023	\$	11,738	\$	11,904	\$	15,803	\$	13,803	\$	-	\$	21,000	\$	292,075
Actuarial		13,000	\$	13,750	\$	14,000	\$		\$	14,250	\$	14,250	\$	15,000	\$	14,500	\$	-	\$	15,000	\$	216,395
Risk Management		70,000	\$	70,000	\$	70,000	\$	- ,	\$	70,000	\$	170,000	\$	170,000	\$	170,000	\$	190,000	\$,		1,290,000
Risk Control		140,000	\$	145,000	\$	145,000	\$	145,000	\$	145,000	\$	150,000	\$	150,000	\$	155,000	\$	155,000	\$	155,000		2,544,073
Claims Adjusting		165,000	\$	175,000	\$	195,000	\$	185,000	\$	185,000	\$	185,000	\$	185,000	\$	205,000	\$	205,000	\$		\$	3,876,259
Risk Analysis		-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	9,671	\$	14,651	\$	23,340	\$	25,000	\$	47,661
POET		-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	7,425	\$	10,213	\$	19,000	\$	17,638
Pool Admin Services	\$	220,000	\$	225,000	\$	225,000	\$	230,000	\$	230,004	\$	75,600	\$	81,900	\$	98,560	\$	91,080	\$,	\$	3,850,160
Payroll Audits	\$	18,370	\$	17,617	\$	19,173	\$	- ,	\$	16,318	\$	16,000	\$	20,143	\$	19,923	\$	454	\$	22,000	\$	209,212
Rating Services		-	\$	-	\$	-	\$	22,650	\$	-,	\$	18,702	\$	10,887	\$	754	\$	27,105	\$		\$	86,734
Web Hosting		-	\$	-	\$	-	\$	1,155	\$	1,187	\$	2,663	\$	3,439	\$	2,846	\$	2,193	\$		\$	13,483
Endorsement Fee		-	\$	-	\$	-	\$	-	\$	-	\$	70,000	\$	70,000	\$	70,000	\$	70,000	\$	70,000	\$	280,000
Sub Total	\$	639,497	\$	664,975	\$	699,738	\$	698,827	\$	680,133	\$	714,119	\$	731,842	\$	772,461	\$	774,384	\$	802,000	\$ 1	2,723,689
Administration Fund Expense	\$	952.965	\$	956,331	\$ 1	,026,347	\$	964,700	\$	932.876	\$:	1.005.600	\$ 1	1.074.519	\$ 1	.098.003	\$ 1	.064.767	\$ 1	.210.000	\$ 1	7.572.533
Administration I and Expense	Ψ	JJL,000	*	030,001	Ψ.	.,020,017	Ψ	551,105	Ψ	JJL,013	Ψ	.,000,000	Ψ.	.,011,010	· '	,000,000	-	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	- 1	,0,000	- '	.,012,000

KMIT Cash/Investment Summary

December 31, 2014--November 30, 2016

Admin Fund (KAF)		1/31/15	2/28/15	3/31/15	4/30/15	5/31/15	6/30/15	7/31/15	8/31/15	9/30/15 10	0/31/15 11/	30/15 12/31/15	1/31/16	2/29/16	3/31/16	4/30/16	5/31/16	6/30/16	7/31/16	8/31/16	9/30/16	10/31/1
Admin Accou		531,389 531,389	1,187,182 1,187,182	902,626 902,626	438,126 438,126	252,742 252,742	157,676 157,676	99,363 99,363	38,155 38,155	66,032 66,032	26,315 26,315	26,316 756,3 26,316 756,3		1,429,800 1,429,800	834,738 834,738	758,995 758,995	614,962 614,962	530,728 530,728	428,163 428,163	354,802 354,802	283,967 283,967	234 234
Claims Fund (KCF)																						
Claims Accou		3,422,911	1,892,656	876,616	370,486	85,164	617,158	292,834	437,404	927,412		620,803 916,8		2,184,922	1,739,923	333,513	953,807	654,244	598,584	574,353	566,173	37
Claims Check Book (at IM. Claims Checkin		26,993 3,449,905	105,088 1,997,744	101,161 977,777	42,536 413,022	206,337 291,500	110,386 727,544	244,843 537,677	219,388 656,792	58,669 986,081	35,387 656,190	35,387 210,1 656,190 1,127,0		184,669 2,369,591	152,171 1,892,094	200,914 534,427	71,336 1,025,144	321,905 976,150	89,682 688,266	127,454 701,807	199,161 765,335	42
TMENTS																						
All Investmen	s 11,951,607	12,201,606	13,296,000	14,041,000	14,291,000	14,291,000	13,617,000	13,617,000	13,369,000	12,619,000 1	12,613,000 12	613,000 11,767,0	0 12,573,000	13,071,000	13,320,000	14,430,000	13,684,000	13,684,000	13,684,000	13,435,000	13,186,000	13,1
. CASH	13,446,433	16,182,900	16,480,926	15,921,403	15,142,148	14,835,243	14,502,220	14,254,040	7		, ,	95,506 13,650,4	-,,	16,870,392	16,046,832	15,723,422	15,324,105	15,190,878	14,800,429	14,491,609	14,235,302	13,8
	12/31/14	1/31/15	2/28/15	3/31/15	4/30/15	5/31/15	6/30/15	7/31/15	8/31/15	9/30/15 10	0/31/15 11/	30/15 12/31/15	1/31/16	2/29/16	3/31/16	4/30/16	5/31/16	6/30/16	7/31/16	8/31/16	9/30/16	10/3
.000																						
.000																						
											To	tal Cash										
.000											10	tal Cash										
000									All Investr	ments	To	otal Cash										
000									All Investr	ments		tal Cash										
000									All Investr	ments		ital Cash										
000									All Investr	ments		otal Cash										
000										ments		otal Cash										
0000								Claims Checl	king			tal Cash	Adm	in Checking								
000	/15 2728/1	.s ['] 3/31/	15 4/30	, , , , , , , , , , , , , , , , , , ,	81/15 6	5/30/15		Claims Chec			11/30/15	Trail Criss	. Adm 2739/16	in Checking	4/30/16	; 5/31/:	16 6/30	· 7/3	11/16 &	, , , , , , , , , , , , , , , , , , ,	- - - - - - - - - - - - - - - - - - -	10/31/10
000	/15 2/28/1	.5 3/31/		/15 5/	51/15 6	5/30/15			king		11/30/15	tal Cash	. Adm 2/29/16	in Checking yayıs	4/30/16	5/31/:	16 6/30	1/16 7/3	11/16 8/	31/16 9		10/31/1
000 000	/15 . 2/28/1	.s 3/31/	15 4/30	V15 5/	31/15 6	· ·/30/15			king		11/80/15	2/34/15 MAI/A	2/29/16	in Checking 3/31/18	4/30/16	5/31/.	16 6/3C	· 7/3	13/16 8/	31/16 9	N/30/16	10/31/1
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CLAIM SUMMARY-SETTLEMENT REQUEST

Employer: City of Newton Date of Injury: 4/5/16 Claim No.: 2016073580 Job Description: Finance

Employee Age: 45

AWW: \$1,762.40

Attorneys: Employee -No

Updated: 11/18/16

TTD Rate: \$610.00

Employer -No

Adjuster: Gene Miller

	Medical	Indemnity	Expense	Total
Reserves	\$46,000.00	\$34,473.71	\$10,000.00	\$90,473.71
Amount Paid	\$44,627.87	\$4,095.71	\$8,342.95	\$57,066.53
Outstanding	\$1,372.13	\$30,378.00	\$1,657.05	\$33,407.18

Accident Description/Nature of Injury:

• Claimant was walking to police station for training and tripped/fell due to uneven city sidewalk. She fractured two bones in her left arm and one bone in her right arm.

Investigation/Compensability

• The accident was witnessed by coworkers who took her to the hospital. Injury/accident was not questioned and accepted as compensable.

Medical Management

• She was referred to Dr. Corrigan who did bilateral elbow replacement surgery. A medical case manager was assigned to aide in her release back home and her recovery.

Periods of Disability

• 4/6/16 to 5/22/16

Permanent Partial Impairment/Permanent Disability

• Dr. Corrigan assigned 12% BAW disability rating.

Subrogation/Other Issues

• No source for subrogation or contribution.

Plan of Action:

- Request settlement authority to \$30,378.
- $415 0 = 415 \times 12\% = 19.8 \times \$610 = \$30,378$
- There was no comments in the doctor's rating report indicating the need for additional medical care so I with the requested settlement authority, I will attempt to settle all aspects of the claim.

CLAIM SUMMARY-RESERVE INCREASE

Employer: City of Eudora
Claim No.: 2016074973

Date of Injury: 10/11/16
Job Description: Wastewater

Employee Age: 55

AWW: \$877.31

Attorneys: Employee -NA

Updated: 12/1/16

TTD Rate: \$584.87

Employer -NA

Adjuster: Gene Miller

	Medical	Indemnity	Expense	Total
Prev. Reserves	\$0.00	\$0.00	\$0.00	\$0.00
New Reserves	\$75,000.00	\$20,000.00	\$10,000.00	\$105,000.00
Amount Paid	\$1,788.29	\$4,094.09	\$1,652.28	\$7,534.66
Outstanding	\$73,211.71	\$15,905.91	\$8,347.72	\$97,465.34

Accident Description/Nature of Injury:

• Claimant was replacing a bearing and working from scaffold. Scaffold moved causing him to fall 6 feet onto concrete floor. He sustained punctured lung, fractured collarbone and 9 ribs and concussion.

Investigation/Compensability

• The accident was not witnessed but coworkers found him and called ambulance. The accident is not questioned and has been accepted as compensable.

Medical Management

• He was treated in Overland Park Regional Hospital and released 10/19/16. Dr. Chu is the treating doctor. A medical management nurse was assigned to aid with his transfer home and in coordinating his treatment. We are striving for early return to work when the doctor releases to same.

Periods of Disability

• 10/11/16 to present

Indemnity

• TTD: Reserves reflect 10 weeks.

• PPD: Reserves reflect 4% BAW.

Subrogation/Other Issues

• No source for subrogation or contribution.

Plan of Action:

• Continue to monitor his recovery with follow-up after every doctor appointment. striving for early return to work when the doctor releases to same. When released from medical care, will request disability rating, negotiate full/final settlement, obtain Division approval and close file.

CLAIM SUMMARY-RESERVE INCREASE

Employer: City of Horton Date of Injury: 8/24/16

Claim No.: 2016074602 Job Description: Court Clerk

Employee Age: 63 Updated: 12/1/16 AWW: \$236.84 TTD Rate: \$157.89 Attorneys: Employee -NA Employer -NA

Adjuster: Gene Miller

	Medical	Indemnity	Expense	Total
Prev. Reserves	\$0.00	\$0.00	\$0.00	\$0.00
New Reserves	\$20,000.00	\$3,500.00	\$1,500.00	\$25,000.00
Amount Paid	\$18,945.62	\$1,037.56	\$552.18	\$20,535.36
Outstanding	\$1,054.38	\$2,462.44	\$947.82	\$4,464.64

Accident Description/Nature of Injury:

• Claimant was walking down city stairs and missed step and fell. She fractured her right ankle, sprained her left ankle and sustained contusion to right hip.

Investigation/Compensability

• The accident was not witnessed but several coworkers on the scene shortly after she fell. Injury accepted as compensable.

Medical Management

• Dr. Vosbugh performed surgery to implant hardware on 8/27/16 with hardware removal on 11/11/16. She returned to work on modified duty 10/10/16. Uneventful recovery.

Periods of Disability

• 8/25/16 to 10/9/16.

Indemnity

• TTD: Reserves reflect 8 weeks.

• PPD: Reserves reflect 3% BAW.

Subrogation/Other Issues

No source for subrogation or contribution.

Plan of Action:

• She has been released from care and disability rating has been ordered. When received will negotiate full/final settlement of all issues, obtain Division approval and close file.

CLAIM SUMMARY-RESERVE INCREASE

Employer: City of Pittsburg Date of Injury: 10/17/16

Claim No.: 2016075002 Job Description: Fire Captain

Employee Age: 53 Updated: 11/30/16 AWW: \$1,030.31 TTD Rate: \$627.00 Attorneys: Employee - NA Employer -NA

Adjuster: Gene Miller

	Medical	Indemnity	Expense	Total
Prev. Reserves	\$0.00	\$0.00	\$0.00	\$0.00
New Reserves	\$35,000.00	\$15,000.00	\$7,500.00	\$57,500.00
Amount Paid	\$4,245.84	\$3,762.00	\$3.00	\$8,010.84
Outstanding	\$30,754.16	\$11,238.00	\$7,497.00	\$49,489.16

Accident Description/Nature of Injury:

• Claimant was stepping down from fire truck, carrying tote bag, missed step and fell to the concrete floor. He sustained compression fracture at T4. He has continued complaints of occasional temporal headaches, nausea, right hand/finger numbness/tingling and poor sleep patterns.

Investigation/Compensability

• Several coworkers were present at the fall. The accident/injury has been accepted as compensable.

Medical Management

• He was referred to Dr. Graham for orthopedic care and a medical nurse manager has been assigned. Conservative treatment to date. He remains off work, taking prescription medication and physical therapy. We are striving for early return to work.

Periods of Disability

• 10/18/16 to present.

Indemnity

• TTD: Reserves reflect 12 weeks

• PPD: Reserves reflect 3% BAW

Subrogation/Other Issues

No source for subrogation or contribution.

Plan of Action:

• I am following up after every doctor visit to check on his medical progress and will continue. The city has a modified duty work program and will strive for early return to work. When he is released MMI, I will obtain a disability rating, negotiate a settlement of all issues, obtain Division approval and close file.

KMIT Risk Control Valued as of 11/30/2016

Comparison by Year

Policy Year	Severity	Frequency
2010	\$4,108,002	666
2011	\$3,013,036	635
2012	\$2,162,823	598
2013	\$1,830,317	696
2014	\$3,199,201	742
2015	\$1,917,500	724
2016	\$1,727,850	714

2016 by Department

Department Name+	Severity	Frequency
Street	\$378,653	77
Police	\$232,593	202
Water	\$228,819	57
Fire	\$194,556	88
Administration	\$173,752	34
Public Works	\$154,492	68
Emergency	\$85,470	8
Electric	\$81,469	29
Animal Control/Shelter	\$51,005	11
Maintenance	\$44,577	20
Wastewater	\$42,813	3
Parks	\$27,969	59
Sanitation	\$18,675	18
Cemetery	\$3,016	12
Zoo	\$2,614	7
Library	\$2,602	3
Golf Course	\$1,733	2
Sewer Plant	\$1,522	2
All Other	\$846	13
Nursing Home	\$676	1
Totals	\$1,727,850	714

2016 by Month

Month	Severity	Frequency
January	\$321,100	70
February	\$70,017	43
March	\$137,374	68
April	\$121,235	62
May	\$220,879	59
June	\$176,383	83
July	\$94,998	70
August	\$197,332	80
September	\$95,284	65
October	\$265,949	84
November	\$27,300	30
Totals	\$1,727,850	714

2016 by Accident Type

Accident Type	Severity	Frequency
Strain or Injury By	\$567,751	118
Fall or Slip	\$554,802	99
Struck or Injured By	\$203,150	65
Animal or Insect	\$110,974	50
Occupational Hazard	\$86,809	156
Motor Vehicle	\$46,925	37
Caught In or Between	\$39,736	21
Cut/Puncture/Scrape	\$37,225	70
Striking Against/Stepping On	\$29,709	23
Miscellaneous	\$23,226	6
Foreign Body in Eye	\$6,444	22
Robbery or Criminal Assault	\$5,939	15
Miscellaneous Causes	\$4,730	10
Burn or Scald	\$4,001	11
Explosion	\$2,725	3
Occupational Hazards: Rep. Motion	\$2,089	7
Electric Shock	\$1,614	1
Totals	\$1,727,850	714

2016 Claims Over \$10,000 Valued as of 11/30/2016

Rank	Accident Date	City	Department	Accident Type	Current Cost
1	1/7/2016	La Cygne	Street	Strain or Injury By	\$127,000
2	10/11/2016	Eudora	Water	Fall or Slip	\$105,000
3	4/5/2016	Newton	Administration	Fall or Slip	\$90,474
4	1/10/2016	Waterville	Emergency	Strain or Injury By	\$81,500
5	10/17/2016	Pittsburg	Fire	Fall or Slip	\$57,500
6	5/4/2016	Stafford	Water	Strain or Injury By	\$55,000
7	3/7/2016	Abilene	Street	Struck or Injured By	\$54,500
8	1/11/2016	Hoisington	Street	Fall or Slip	\$52,000
9	5/19/2016	Peabody	Public Works	Struck or Injured By	\$46,500
9	5/30/2016	Garden City	Animal Control/Shelter	Animal or Insect	\$46,500
9	8/24/2016	Girard	Electric	Strain or Injury By	\$46,500
12	6/27/2016	Newton	Street	Strain or Injury By	\$45,500
13	8/17/2016	Augusta	Wastewater	Strain or Injury By	\$42,500
14	5/4/2016	Kinsley	Street	Fall or Slip	\$41,500
15	8/1/2016	Neodesha	Police	Animal or Insect	\$39,000
16	9/4/2016	Logan	Fire	Struck or Injured By	\$38,500
17	6/12/2016	Goodland	Police	Struck or Injured By	\$36,200
18	8/24/2016	Horton	Administration	Fall or Slip	\$33,500
19	7/23/2016	ElDorado	Public Works	Strain or Injury By	\$31,500

			2016 Claims Over \$10,000 Valued as of 11/30/2016		
20	2/12/2016	Hays	Maintenance	Strain or Injury By	\$31,200
21	3/11/2016	Hill City	Administration	Fall or Slip	\$30,624
22	1/1/2016	Hillsboro	Police	Fall or Slip	\$30,110
23	7/8/2016	Garden City	Electric	Caught In or Between	\$29,000
24	2/2/2016	Pittsburg	Police	Fall or Slip	\$24,000
24	9/1/2016	Larned	Street	Motor Vehicle	\$24,000
26	6/8/2016	Newton	Water	Miscellaneous	\$22,543
27	3/30/2016	Hoisington	Public Works	Fall or Slip	\$18,669
28	10/31/2016	Andover	Water	Strain or Injury By	\$16,500
29	6/29/2016	Girard	Fire	Striking Against/Stepping On	\$15,662
30	4/29/2016	Atchison	Public Works	Strain or Injury By	\$15,000
31	3/5/2016	Pittsburg	Fire	Strain or Injury By	\$14,309
32	10/1/2016	Augusta	Sanitation	Fall or Slip	\$14,000
				Total Cost of All \$10K+ Claims:	\$1,356,291
				Avg. Cost of All \$10K+ Claims:	\$42,384

Kansas Municipal Insurance Trust Coverage Renewal: Excess Workers' Compensation Quote Comparison

							Quote
	Terms	2012 Policy	2013 Policy	2014 Policy	2015 Policy	2016 Policy	2017 Policy
1	Policy Term	1/1/12-13	1/1/13-14	1/1/14-15	1/1/15-16	1/1/16-17	1/1/17-18
2	Coverage	Excess Workers' Compensation					
3	Excess Carrier	Safety National					
4	SIR\Loss Limitation	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000
5	Specific Excess Limit	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
6	Employers Liability Limit	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
7	Estimated Annual Payroll	\$161,141,204	\$162,969,573	\$183,457,567	\$198,471,155	\$207,045,277	\$207,655,337
8	Estimated Term Fund Premium	\$4,657,055	\$4,701,976	\$5,648,515	\$5,369,916	\$5,300,283	\$4,823,008
9	Deposit Premium	\$352,899	\$374,830	\$421,952	\$479,308	\$474,962	\$476,361
10	Term Minimum Premium	\$335,254	\$356,089	\$400,854	\$455,343	\$451,214	\$476,361
11	Premium Rate (per \$100 Payroll)	\$0.2190	\$0.2300	\$0.2300	\$0.2415	\$0.2294	\$0.2294
12	percentage change	0.00%	5.02%	0.00%	5.00%	-5.01%	0.00%
13	Percent of Fund Premium	7.58%	7.97%	7.47%	8.93%	8.96%	9.88%
14	Estimated Loss Fund/Aggregate	\$5,672,170	\$5,736,529	\$6,457,706	\$6,986,185	\$7,287,994	\$7,309,468
15	Percent of Fund Premium	122%	122%	114%	130%	138%	152%
16	Minimum Term Loss Fund/Agg.	\$5,388,562	\$5,449,703	\$6,134,821	\$6,636,876	\$6,923,594	\$6,943,995
17	Loss Fund Per \$100 of Payroll	\$3.520	\$3.520	\$3.520	\$3.520	\$3.520	\$3.520
18	Aggregate Excess Limit	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000
19	Aggregate Loss Limit	SIR	SIR	SIR	SIR	SIR	SIR
20	Commission %	0%	0%	0%	0%	0%	0%
21	AM Best Rating	ΑX	ΑX	ΑX	A+ XII	A+ XII	A+ XII

Note: Potential differences in coverage and underwriting criteria not compared herein.

Kansas Muncipal Insurance Trust Coverage Renewal: Trustees E&O Insurance for Self Insured Funds Quote Comparison

						2017 Quote Options					
	Terms	2012/13 Policy	2014 Policy	2015 Policy	2016 Policy	\$10K Deductible	\$25K Deductible	\$10K Deductible	\$25K Deductible	\$10K Deductible	\$25K Deductible
1	Policy Term	9/10/12-1/1/14	1/1/14-15	1/1/15-16	1/1/16-17	1/1/17-18	1/1/17-18	1/1/17-18	1/1/17-18	1/1/17-18	1/1/17-18
2	Coverage	Trustees E&O for Self Insured Funds									
3	Carrier	Lloyd's of London	Lloyd's of London								
4	Policy Form	Claims Made	Claims Made								
5	Retroactive Date	9/10/2004	9/10/2004	9/10/2004	9/10/2004	9/10/2004	9/10/2004	9/10/2004	9/10/2004	9/10/2004	9/10/2004
6	Limits of Liability:										
7	Per Claim	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$4,000,000	\$4,000,000	\$5,000,000	\$5,000,000
8	Aggregate	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$4,000,000	\$4,000,000	\$5,000,000	\$5,000,000
9	Deductible:										
10	Per Claim	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$25,000	\$10,000	\$25,000	\$10,000	\$25,000
11	Aggregate	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$50,000	\$40,000	\$50,000	\$40,000	\$50,000
12	Premium	\$19,032.00	\$14,553.00	\$14,780.00	\$15,066.00	\$15,037.00	\$14,698.00	\$17,072.00	\$16,733.00	\$18,620.00	\$18,280.00
13	TRIA/ Terrorism	Declined	Declined								
14	Fees	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	Surplus Lines Tax	\$1,171.92	\$903.18	\$886.80	\$903.96	\$902.22	\$881.88	\$1,024.32	\$1,003.98	\$1,117.20	\$1,096.80
16	Total Premium	\$20,703.92	\$15,956.18	\$15,666.80	\$15,969.96	\$15,939.22	\$15,579.88	\$18,096.32	\$17,736.98	\$19,737.20	\$19,376.80

2017 KMIT Operating (Administrative) Budget*

	2014	2015	2016	2017	
	Actual	Actual	YE Est	PROPOSED	
EVENUES					
Premium Payments [1] [3] [4]	5,460,508	5,260,880	5,070,000	5,052,000	
Investment Income	107,601	128,600	130,000	130,000	
Other	-	-	-	-	
Total Revenues	5,568,109	5,389,480	5,200,000	5,182,000	
DMINSTRATIVE EXPENSES					
Operational					
Meetings and Travel	29,749	19,897	20,000	20,00	
Commissions to Independent Agents	97,110	97,527	92,000	95,00	
Directors and Officers (E&O) Insurance	•	15,667	16,000	17,00	
Miscellaneous Expense and Cancellation Expense	15,956 3,970	3,514	6,000	6,00	
· · · · · · · · · · · · · · · · · · ·	-			•	
Other Marketing, Contingency, Outside Legal Expense, etc.	575	404	2,000	2,00	
Bank Fees	4,460	5,998	8,000	8,00	
Office Supplies, Web Services, etc.	7,170	7,329	9,000	9,00	
Operational Sub Total	158,991	150,336	153,000	157,00	
Contractual					
Pool Administrator Contract	81,900	98,560	100,000	102,00	
LKM Contract (formerly 'Endorsement Fee')	70,000	70,000	70,000	70,00	
Risk Mgt, Adminstrative, and Claims Mgt Serv's (IMA/CORnerstone)	505,000	530,000	550,000	575,00	
Payroll Audits	20,143	19,923	20,000	21,00	
NCCI Membership and Rating Fee and Financial Audit	26,690	14,557	27,000	27,00	
Actuarial Study	15,000	14,500	15,000	15,00	
ARCPT+ 'Pilot Project'	9,671	-	-	-	
POET TestingBardavon (formerly 'Job Analysis Testing')	-	7,425	10,000	12,000	
Bardavon Network/Setup Services (formerly 'ARCPT+ Services')	-	14,651	24,000	15,00	
Contractual Sub Total	728,403	769,615	816,000	837,00	
Regulatory		·			
State Fees and Assessments (KID and KDOL)	384,143	190,117	250,000	250,00	
Regulatory Sub Total	384,143	190,117	250,000	250,00	
Total Administrative Expenses [5]	1,271,537	1,110,068	1,219,000	1,244,000	
Excess Insurance Expense	429,976	459,126	480,000	480,00	
ESTIMATED AVAILABLE FOR CLAIMS	3,866,596	3,820,286	3,501,000	3,458,000	
	2014	2015	2016	2017	
	Actual	Actual	YE Est	PROPOSED	
Year-End Cash Year-End Net Worth	13,446,432 4,950,338	13,661,189 5,676,332	13,846,000 5,558,000		
Г	2014 Actual	2015 Actual	2016 YE Est	2017 Proposed	
Administrative Expenses / Revenue [2]	22.8%	20.6%	23.4%	24.0%	
Available for Claims / Revenue	69.4%	70.9%	67.3%	66.7%	
Administrative + Excess Insurance / Revenue	30.6%	29.1%	32.7%	33.3%	
			-		
[1] Final premium is determinded via the annual finanical audit. FY 2016 will be audited in early 201					
[2] Must not exceed 30% (by state regulation). Excess coverage premium is interpreted by KID NOT to be an administrative expense.					
[3] Projected audit difference for 2016 premium is estimated at -\$250,000. Unaudited (billed) 2016 premium was \$5,320,000.					
[4] 2017 premium is the actual estimated, as billed in early December, 2016.					

*proposed

BY-LAWS AND INTERLOCAL COOPERATION AGREEMENT FOR THE KANSAS MUNICIPAL INSURANCE TRUST

Amended - effective October 7, 2012*

In consideration of the mutual covenants contained herein, this inter-local cooperation Agreement is made and entered into by and among Kansas municipalities which execute this Agreement and become members of the Kansas Municipal Insurance Trust ("KMIT" or "the Trust"), each of which hereby agrees to abide by the terms and conditions of this Agreement and all actions taken pursuant to this Agreement.

ARTICLE 1. Authority.

1.1 The Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended and the Interlocal Cooperation Act, K.S.A. 12-2901, et seq., as amended, authorize this Agreement and the powers commonly held and to be jointly exercised by Kansas municipalities which become members of the Kansas Municipal Insurance Trust.

ARTICLE 2. Definitions.

As used in this Agreement, the following terms shall have the meaning hereinafter set out:

- 2.1 <u>Act</u>. The Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, <u>et seq.</u>, as amended from time to time.
- 2.2 Administrator. An individual designated by the KMIT Board of Trustees.
- 2.3 <u>Agreement</u>. The Bylaws and Interlocal Cooperation Agreement for the Kansas Municipal Insurance Trust.
- 2.4 Board of Trustees or Board. The Board of Trustees of the Trust.
- 2.5 <u>Bylaws</u>. The Bylaws and Interlocal Cooperation Agreement for the Kansas Municipal Insurance Trust.
- 2.6 Contributions. Amounts paid by members to receive the benefits of the Trust.
- 2.7 <u>Member</u>. A Kansas municipality which adopts this Agreement and becomes a member of the Trust.

- 2.8 Municipality. Any Kansas city and the League of Kansas Municipalities.
- 2.9 <u>Pool</u>. The Kansas Municipal Insurance Trust.
- 2.10 Representative. The person designated pursuant to Section 11.1b to be a member's official representative for the purposes of the Trust.
- 2.11 Trust. The Kansas Municipal Insurance Trust.
- 2.12 <u>Trustee</u>. A person serving on the Board.

ARTICLE 3. Purposes.

- 3.1 The purposes of this Agreement are to:
 - a. Form a group-funded Pool, known as the Kansas Municipal Insurance Trust, as permitted by the Act, to fund through joint self-insurance, excess insurance, reinsurance, or other lawful manner, obligations imposed upon employers under the workers' compensation Act as described in articles 5 and 5a of Chapter 44 of the Kansas Statutes Annotated, as from time to time amended, and to take any action authorized by law or as determined by the Board, with the powers set forth in this Agreement; and
 - b. Provide, through the Trust, certain claims and risk management services related to the workers' compensation liabilities so pooled, and assist members in reducing and preventing such workers' compensation liabilities.

ARTICLE 4. Creation of Trust.

- 4.1 There is hereby created the Kansas Municipal Insurance Trust as a separate legal public entity, constituting an interlocal governmental agency as provided by law. The Trust shall continue in effect until dissolved in accordance with this Agreement.
- 4.2 The Trust is formed, financed, organized, and shall operate in accordance with the provisions of this Agreement. This Agreement constitutes the bylaws of the Trust.
- 4.3 The Trust may sue and be sued.
- 4.4 In accordance with the provisions of the Interlocal Cooperation Act, this Agreement shall be submitted to the Attorney General to determine whether it is in proper form and compatible with the laws of Kansas, and to such other state officers encompassed by this Agreement, as may be required by the Interlocal

Cooperation Act or other laws of this state, and to the Commissioner of Insurance as part of the application and certification process to establish a group-funded Pool under the Act. Any municipality which enters into this Agreement shall file a copy of the Agreement with its Register of Deeds and with the Secretary of State, in accordance with the provisions of K.S.A. 12-2905, and amendments thereto.

- 4.5 This Agreement shall take effect and may be amended and shall continue in effect until the Trust is dissolved, all as provided herein.
- 4.6 This Agreement does not establish an insurance company, nor shall the benefits or obligations of this public agency constitute a policy of insurance coverage.

ARTICLE 5. Members.

- Membership in the Trust is limited to those municipalities which: (1) are members in good standing of the League of Kansas Municipalities (1) are chartered cities in Kansas; (2) meet the requirements established by the Board of Trustees; and (3) which properly adopt this Agreement.
- 5.2 Municipalities, including former members, may be admitted to the Trust after its formation only upon approval of the Board and subject to the conditions set out in this Agreement and such additional conditions as the Board may from time to time require.

ARTICLE 6. Board of Trustees.

- 6.1 The Board shall be composed of eleven persons elected by the members, each of whom shall be a representative of a different member.
- The Administrator shall have the right to attend and participate fully in discussions during all meetings of the Board of Trustees in an ex-officio, non-voting capacity, and shall not be considered a Trustee. The Administrator shall attend all meetings of the Board of Trustees.
- 6.3 Election of Trustees shall take place at the annual meeting of the members. Trustees shall assume office at the first Board meeting following their election.
- 6.4 Terms of the Trustees shall be two-year overlapping terms or until their successors are elected except that, of the Trustees first elected pursuant to Section 6.1, six will be elected to serve until the first Board meeting following the annual meeting of the members held during 1995; and five will be elected to serve until the first Board meeting following the annual meeting of the members held during 1996. No person shall serve as a Trustee more than three

consecutive terms. However, this term limitation shall not include the initial term of office (January 1994 through October 1994).

- 6.5 A vacancy shall occur on the Board when a Trustee:
 - a. Submits a written resignation to the Board.
 - b. Dies.
 - c. Ceases to be a Member Representative.
 - d. Fails to attend three consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness.
 - e. Is removed by the members pursuant to Article 10.
 - f. Is convicted of a felony.
 - g. The Board shall have the power to suspend any trustee who fails to resign for cause as stipulated in Article 6.5 (c), (d) and (f) until such time as removal is approved by KMIT members pursuant to Article 10.
- 6.6 Any vacancy in the position of Trustee will be filled by majority vote of the remaining Trustees until the next annual meeting of the members, at which time the members shall elect a person to fill the vacancy for the unexpired term.
- 6.7 No Trustee may be an owner, officer, or employee of any service agent or representative, as provided in K.S.A. 12-2627, and amendments thereto. Each Trustee must be a resident of Kansas.

ARTICLE 7. Officers, meetings, procedures.

- 7.1 The officers of the Board shall be: president, vice-president, and treasurer. The Board shall establish the powers and duties of each officer, consistent with this Agreement. The vice-president may exercise the powers of the president in the absence of the president. Officers shall be elected by and from the Trustees, at the first Board meeting following each annual meeting of the members.
- 7.2 The Administrator shall designate a person to shall serve as Secretary of the Board.

- 7.3 The Board shall fix the date, time and place of regular meetings, which may be held without further notice. Special meetings may be called by the president, or by any six members of the Board, by written notice mailed at least ten days in advance to all Trustees or by unanimously executed waiver of notice.
- 7.4 Six Trustees shall constitute a quorum to do business. All acts of the Board shall require a quorum and a majority vote of the Trustees present, except where a different vote is required by this Agreement.
- 7.5 The Board shall adopt such procedures as it deems necessary or desirable for the conduct of its business.
- 7.6 Any action of the Board may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all Trustees. Such consent shall have the same effect as a unanimous vote. The consent may be executed in counterparts.

ARTICLE 8. Powers and duties of the Trust and the Board.

- 8.1 The Trust shall have all powers necessary or desirable to achieve the purposes of the Trust. The Board may exercise all powers of the Trust except those powers reserved to the members, and all powers necessary and proper for the operation of the Trust and implementation of this Agreement, subject to the limits of this Agreement and the Act. The Board is responsible for all operations of the Trust.
- 8.2 Subject to the limits of the Act, the powers of the Board shall include, but not be limited to, the power to:
 - a. Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Administrator, but only to the extent permitted by the Act.
 - b. Establish member contributions, pursuant to guidelines adopted by the Board from time to time.
 - c. Serve as the policy-holder of any group policies or plans.
 - d. Determine the methods of claim administration and payment; provide for claim experience for the members collectively or separately; and establish claim procedures and conditions to be met prior to the payment or defense of a claim.
 - e. Jointly self-insure or obtain excess insurance (specific or aggregate) or

reinsurance, or any combination thereof, or otherwise provide for the funding of coverage provided by or through the Trust, as the Board deems appropriate.

- f. Designate and establish the duties of the Administrator.
- g. Provide for the administration of the moneys of the Trust, for the manner of payments to the Trust, and for payment of all expenses of the Trust; establish standards for the accountability of all receipts and disbursements of the Trust; and establish procedures for safekeeping, handling and investing such moneys received or paid.
- h. Acquire, lease, hold, and dispose of real and personal property.
- i. Exercise the full power and authority of any member of the Trust when requested to do so by the member's governing body.
- j. Provide for necessary activities to accomplish the purposes of this Agreement and of the Trust.
- k. Do any act permitted by law and not in conflict with this Agreement.
- I. Provide for an independent audit of claim handling procedures, payments, or overall operations of the Trust, at such times as the Board may determine.
- m. Establish loss reduction, prevention and risk management policies, procedures, and requirements for members of the Trust.
- n. Adopt and adjust the coverage provided through the Trust in concurrence with any affected excess insurers or reinsurers.
- o. Enter into contracts as necessary or appropriate for the operation of the Trust.
- p. Appoint committees from time to time, as the Board considers appropriate.
- q. Approve attorneys or firms of attorneys to represent members in claims covered by or through the Trust.
- r. Obtain the services of agents, attorneys, brokers, consultants, employees and service providers as necessary or appropriate for the operation of the Trust.
- s. Provide risk management services and educational and other programs

related to risk management.

- t. Establish from time to time the address where the books and records of the Trust will be maintained.
- 8.3 Subject to the limits of the Act, the Board shall:
 - a. Perform all duties required by the Act.
 - b. Obtain and provide to members annually an audit of the finances of the Trust performed by an independent certified public accountant.
 - c. Provide for at least quarterly financial statements to account for income, expenses, assets and liabilities of the Trust.
 - d. Provide at least annually for an actuarial review of the Trust.
 - e. Adopt a budget annually and report the budget to the members.
 - f. Require that fidelity bonds be in effect for the Administrator, claims service provider and its employees, and every other person having access to moneys of the Trust.

g—

8.4 The Trustees shall not extend credit to individual members for any purpose.

ARTICLE 9. Financing.

- 9.1 All moneys contributed to the Trust, and earnings thereon, shall be held in the name of and for the benefit of the Trust.
- 9.2 The Board shall establish member contributions pursuant to guidelines established by the Board from time to time consistent with the Act. The contributions may include, as the Board determines, an annual contribution, contributions on a periodic basis more frequent than annually, and any additional contributions which the Board deems necessary or appropriate to protect the financial condition of the Trust. The contributions may be based upon experience modification factors, payroll audits, or any other bases the Board considers appropriate. Additional contributions may be imposed after the year in which coverage is provided.
- 9.3 A member shall only be responsible for additional contributions to the Trust which relate to claims arising out of occurrences during and expenses relating to

- years in which the municipality is a member of the Trust.
- 9.4 Any refund of surplus moneys shall be consistent with the Act and with policies adopted by the Board. No refund of surplus moneys shall be made to any member or former member which owes any amount to the Trust until the amount so owed is paid, and any amount so owed may be deducted from the refund to the member or former member. No refund of surplus moneys shall cause the Trust to become impaired or insolvent.
- 9.5 Investments of moneys of the Trust shall be limited to those investments permitted by the Act.

ARTICLE 10. Members' powers and meetings.

- 10.1 The members shall have the power to:
 - a. Elect Trustees pursuant to Article 6.
 - b. Remove any Trustee from the Board by a two-thirds vote of the membership present at a meeting or by an affirmative vote of two-thirds vote of the membership by a mail ballot.
 - c. Dissolve the Trust by a two-thirds vote of the membership present at a meeting or by an affirmative vote of two-thirds vote of the membership by a mail ballot.
 - d. Amend the Agreement by an affirmative vote of two-thirds vote of the membership present at a meeting or by an affirmative vote of two-thirds vote of the membership by a mail ballot. Written notice of any proposed amendment shall be provided to each member at least thirty days in advance of the vote thereon.
- Members shall meet at least once annually in conjunction with the annual meeting of the League of Kansas Municipalities. Special meetings may be called by the Board or pursuant to a procedure to be established by the Board. A special meeting shall be called upon written request executed by at least thirty percent (30%) of the membership.
 - a. Notice of any member meeting shall be mailed by the Administrator to each member at least fifteen days in advance. Notice to be contained within each Summer and Fall editions of Comp Control...one hard copy of which must be mailed to each member municipality
 - b. The president of the Board shall preside at the meeting.

- c. Fifty-one percent of the membership or 15 members present at a meeting shall constitute a quorum to conduct business.
- d. Proxy voting shall not be allowed.
- e. Each member shall be entitled to one vote, to be cast by its representative.
- f. The location of meetings of members will be as determined from time to time by the Board.

ARTICLE 11. Obligations of Members.

11.1 Members shall have the obligation to:

- a. Pay promptly all contributions and other payments to the Trust at such times and in such amounts as shall be established in accordance with this Agreement, including any interest and penalties for late payment as may be required by a policy adopted by the Board.
- b. Designate in writing a representative and one or more alternate representatives for the members' meetings. Each representative and alternate representative must be an elected officer, appointed officer, or employee of a member and must be appointed by majority vote of the governing body of the member to be the member's official representative for the purposes of the Trust. An alternate representative may exercise all the powers of a representative during a member meeting, in the absence of the representative.
- c. Allow the Trust and its Administrator, agents, contractors, employees and officers reasonable access to all facilities of the member and all records required for the administration of the Trust and implementation of this Agreement.
- d. Cooperate fully with the Trust's attorneys and Administrator, and any other agent, contractor, employee or officer of the Trust in activities relating to the purposes and powers of the Trust.
- e. Provide information requested by the Trust, its Administrator, and any other agent, contractor, employee or officer of the Trust, as reasonably required for the administration of the Trust.
- f. Allow the Trust, and attorneys and others designated by the Trust, to represent the member in the investigation, settlement and litigation of any

- claim within the scope of loss protection furnished by or through the Trust.
- g. Follow the claims, loss reduction and prevention, and risk management policies and procedures established by the Board. The Trust does not assume any duty the member may have to provide safe facilities, equipment, machinery, or operational procedures for its employees or the public.
- h. Report to the Trust, in the form and within the time required by the Board, all incidents or occurrences which could reasonably be expected to result in the Trust being required to consider a claim.
- i. Report to the Trust, in the form and within the time required by the Board, the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts.
- 11.2 It shall be the express obligation of every member of the Trust to comply with the workers' compensation laws of the State of Kansas and such laws shall govern the duties of employers and the liabilities to employees of the members of the Trust.

ARTICLE 12. Withdrawal or non-renewal of members.

- 12.1 Any member may withdraw from the Trust on any coverage renewal date by written notice of withdrawal provided to the Administrator no later than 60 days prior to the renewal date, unless the Board and any affected excess insurer or reinsurer agrees to a shorter notice period.
 - a. In the event that a member chooses to withdraw at a point in the premium (calendar) year other than the renewal date, a "short-rate cancellation" schedule shall be applied. The "short-rate cancellation" amount will be determined by use of the National Council on Compensation Insurance, Inc. (NCCI) Basic Manual (most current edition), under "RULE 3 – RATING DEFINITIONS AND APPLICATION OF PREMIUM ELEMENTS" of that manual.
- 12.2 The Board may, at its option, non-renew any member with the Trust on any coverage renewal date by written notice of non-renewal provided by the Administrator no later than 60 days prior to the renewal date.
- 12.3 A withdrawn or non-renewed member shall lose all voting rights upon withdrawal or non-renewal. Any claim of title or interest to any asset of the Trust, and any continuing obligation of the Trust to the member or of the member to the Trust, after the member's withdrawal or non-renewal, shall be consistent with this Agreement, any policy adopted by the Board, any excess insurance or

reinsurance policy of the Trust, and the Act.

ARTICLE 13. Cancellation of membership.

- 13.1 A member which terminates its membership in the League of Kansas Municipalities shall, on the date of such termination, have its membership in the Trust automatically canceled.
- 13.2 The membership in the Trust of a member which fails to make a contribution or any other payment due the Trust shall be automatically canceled on the sixtieth day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to make a contribution or other payment due the Trust shall be mailed to the member at least thirty (30) days prior to the date of automatic cancellation. A cancellation of membership under this paragraph 13.2 shall not be subject to the provisions of paragraph 13.3.
- 13.3 Membership in the Trust may be canceled for failure to carry out any other obligation of a member, subject to the following:
 - a. The member shall receive notice from the Board of the alleged failure and not less than thirty (30) days in which to cure the alleged failure, along with notice that cancellation of membership could result if the failure is not so cured.
 - b. If the failure is not cured within the time required by the Board's notice or any extension of such time as the Board may grant, the Board may cancel the membership. The member may request a hearing before the Board on the proposed cancellation. The request shall be made in writing to the Administrator at least five days before the end of the period given by the Board to cure the alleged failure.
 - c. If a hearing is timely requested, the Board shall provide the member at least ten days' prior written notice of the time and place of the hearing, and the proposed cancellation may not take effect until such time after the conclusion of any hearing as the Board may set.
- 13.4 Cancellation of membership shall be in addition to any other remedy which may exist.
- 13.5 A member whose membership has been canceled shall lose all voting rights upon the effective date of the cancellation. Any claim of title or interest to any asset of the Trust, and any continuing obligation of the Trust to the member or of the member to the Trust, after cancellation of the membership, shall be as determined consistent with this Agreement, any policy adopted by the Board,

and the Act.

ARTICLE 14. Dissolution and disposition of property.

- 14.1 The Trust may be dissolved by the members as provided in Article 10. In the event of dissolution of the Trust, the assets of the Trust not used or needed for the purposes of the Trust, as determined by the Board, shall be distributed exclusively to municipalities which are members of the Trust immediately prior to dissolution to be used for one or more public purposes.
- 14.2 Upon partial or complete dissolution of the Trust by the members in accordance with Article 10, the Trustees shall determine, consistent with this Agreement, all other matters relating to the disposition of property and dissolution of the Trust, by a two-thirds vote of all Trustees.
- 14.3 The Board shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Trust.

ARTICLE 15. Liability of Trustees, officers, Administrator, and employees.

15.1 No Trustee, officer, Administrator, or employee of the Trust shall be personally liable for any acts performed or omitted in good faith nor for any debts or other liabilities, actual or contingent, of the Trust or upon contracts or engagements on its behalf. The Trust shall defend and indemnify the Trustees, officers, Administrator and employees against any and all expense, including attorney fees and liability expenses sustained by them or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties performed or omitted in good faith. The Trust may purchase public officials liability, errors and omissions or other insurance providing similar coverage for the Trustees, officers and employees of the Trust. Nothing herein shall be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

ARTICLE 16. General provisions.

- 16.1 This document constitutes a contract among those municipalities which become members of the Trust. The terms of this contract may be enforced in court by the Trust or by any of its members.
- 16.2 Except as provided in this Agreement and to the extent of the financial contributions to the Trust agreed to herein or such additional obligations as may come about through amendments to this Agreement, no member agrees or contracts herein to be held responsible for any claims made against any other

Page 12 of 15

member. The contracting parties intend in the creation of the Trust to establish an organization to operate only within the scope herein set out and have not herein created as between member and member any relationship of partnership, surety, indemnification, or responsibility for the debts of or claims against any other member, except that, to the extent required by the Act, all members of the Trust shall be jointly liable for the payment of claims to the extent of the assets of the Trust.

- 16.3 The laws of Kansas shall govern the interpretation and performance of this Agreement.
- 16.4 In the event that any portion of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect other portions, and this Agreement is expressly declared to be severable.
- 16.5 This Agreement does not relieve any member of any obligation or responsibility imposed upon it by law except to the extent that actual and timely performance thereof by the Trust satisfies such obligation or responsibility.
- 16.6 All moneys received by the Trust are public funds, including earned interest, derived from its members which are municipalities within the State of Kansas.
- Neither this Agreement nor any action adopting this Agreement is intended to nor does it waive, nor shall it be construed as waiving, any immunity or limitation on liability provided to the members or their officers or employees by any law, including but not limited to any such immunity or limitation appearing in the Kansas Tort Claims Act, and amendments thereto. The laws regarding workers' compensation and the benefits to the employer are reserved and shall not be deemed to have been waived by any action approving this Agreement or by membership in the Trust.
- 16.8 The provisions of this Agreement and of the other documents referred to herein, and the assets of the Trust, are for the benefit of the members of the Trust only, and no other persons or entities shall have any rights or interest in this Agreement or in any of the other documents referred to herein or in any such assets, as a third party beneficiary or otherwise. The assets of the Trust shall not be subject to attachment, garnishment, or any equitable proceeding.
- 16.9 It is the intention of the members that the Trust and any income of the Trust not be subject to taxation, and the members shall cooperate in such respects, including amending this Agreement, as reasonably necessary to establish and maintain the non-taxable status of the Trust.
- 16.9a Except as permitted in this Agreement, and amendments hereto, neither the

Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the members.

- 16.10 To the extent permitted by any applicable excess insurance or reinsurance, if the Board or its authorized representative and a member disagree on whether a loss is covered through the Trust or on the amount of a covered loss, the Board or its authorized representative or the member may request that the disagreement be submitted to binding arbitration as follows:
 - a. Unless otherwise agreed by the Board or its authorized representative and the member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the dispute of coverage shall be submitted to the American Arbitration Association for arbitration pursuant to their standard rules and regulations.
 - b. The decision of the panel shall be binding on the Board or its authorized representative and the member.
 - c. The Trust shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Trust and the member.
- 16.11 In the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payments to all the rights of the member against any other person or other entity legally responsible for damages for such loss, and in such event the member agrees to render all reasonable assistance to effect recovery.
- 16.12 The provisions of the Act are hereby adopted by reference as a part of this Agreement, and any provision of this Agreement in conflict with the Act shall be inapplicable.
- 16.13 This Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with the Trust.
- 16.14 This executed Agreement replaces and supercedes all prior By-Laws for Kansas Municipal Insurance Trust.

·	have entered into this Agreement by the shall be attached to and be a part of this
	,Kansas, pursuant to Article s to the By-Laws adopted at a Special Meeting
	_
	Ву:
J	Print Name:
	Title:
	Date:
ATTEST:	
By:	
Print Name:	
Title:	
Date:	

^{*}The original KMIT By-Laws were amended on October 7, 1996, October 8, 2001, and October 7, 2012.

Don Osenbaugh

From: Sent:

To:

Don Osenbaugh [dosenbaugh@cox.net] Tuesday, December 13, 2016 4:39 PM

'Mary Trent'

Subject:

RE: City of Dodge City

Mary,

The KMIT Board of Trustees is typically NOT required to approve application to KMIT. I have the authority to do that, excepting in rare and unusual circumstance.

This issue in on the agenda only because of Dodge City's questions of apparent uncertainty about KMIT, and the fact that the Board just happens to be meeting this week.

An unsolicited Application for Membership to KMIT was completed and submitted for consideration by KMIT. A quote has been issued in good faith. Questions came up only AFTER Application for Membership into the pool was made, and a quote was issued, not before. That makes this clearly a Board issue, in my view.

And, since you now are relaying that Dodge City apparently had some specific issues (problems) with KMIT, it is even MORE of a Board issue.

In that vein, I am certain the Board will want to know the nature of the complaints the staff has against KMIT, and in some very specific detail. I know they will be anxious to hear Dodge City's story. NO ONE that was on the Board in 2008 is on the Board now. The Claims Adjusters also are different than those of 2008. Collectively, KMIT has little memory of extensive or overt issues or problems from at least 8 years past.

We have no way of knowing exactly what they City's issues with KMIT are unless we are told.

I look forward to getting more details from the City, through you, before our Board meeting on Friday morning.

I will get back with you immediately following our meeting.

Thanks

Dono

Don Osenbaugh

KMIT Pool Administrator www.kmit.net

dosenbaugh@cox.net

316-259-3847

From: Mary Trent [mailto:mary.trent@feeinsurance.com]

Sent: Tuesday, December 13, 2016 11:24 AM

To: Don Osenbaugh

Subject: RE: City of Dodge City

I need answers to my questions so that a decision can be made. They have not decided to accept your proposal. They will not accept your proposal without the answers. They left KMIT for a reason and want to be sure that the previous problems are gone.

Mary Trent Cell 620.253.0530 Office 620.662.2381 Fax 620.227.3063

From: Don Osenbaugh [mailto:dosenbaugh@cox.net]

Sent: Tuesday, December 13, 2016 11:16 AM

To: Mary Trent Cc: 'Debbie Price'

Subject: RE: City of Dodge City

Mary,

Our Board has its scheduled December meeting on Friday (12/16).

Dodge City's application for membership in the KMIT pool will be on the agenda.

I will contact you as soon as I can after that meeting.

Dono

Don Osenbaugh

KMIT Pool Administrator
www.kmit.net
Municipal Consultant, CityCode Financial
www.citycode.com

dosenbaugh@cox.net 316-259-3847

310-239-3047

From: Mary Trent [mailto:mary.trent@feeinsurance.com]

Sent: Monday, December 12, 2016 4:20 PM

To: Don Osenbaugh Cc: Allen Fee

Subject: City of Dodge City

Good Afternoon – the meeting with the City went well. We need a little additional information:

- 1: list of members for KMIT
- 2: list of board members
- 3: In the last 5 years what Cities have left KMIT and why
- 4: Two references and contact information for two Cities of similar size to Dodge City
- 5: Would it be possible for Dodge City to have a position on the board?
- 6: Who manages your claims? Would a claim handler be assigned specifically to the City? If so, we need references from KMIT members that are assigned to that person.

If you could get this info to me ASAP it would be greatly appreciate.

Mary Trent



Cell 620.253.0530
Office 620.662.2381
Fax 620.227.3063
706 E. Wyatt Earp
P.O. Box 681
Dodge City, KS 67801
www.feeinsurance.com

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Don Osenbaugh

From: Sent: Don Osenbaugh [dosenbaugh@cox.net] Wednesday, November 30, 2016 2:19 PM

To:

'Mary Trent' 'Furman, Deanna'

Cc: Subject:

Dodge City work comp quote

Mary,

Attached find the KMIT work comp quote for the City of Dodge City.

As we discussed during our initial conversation, I am applying an advanced discount of 5%, in anticipation of Dodge City achieving a 'Gold' rating during our 2017 risk control assessment process. I am pretty sure Dodge got Gold when they were in the pool before. Over 2/3 or our members achieve the Gold, even including a number of very small cities.

That 5% must be considered 'in play' for the 2018 renewal, a year from now. A 'Silver' rating is worth 3%; 'Bronze' gets 1%.

Also, as the City's mod improves over time, the discounting would no doubt get better, due to the volume of the account, and in comparison to like-sized and like-performing cities in the pool.

To bind the policy, I would need a check for the 2017 premium in-full, payable to KMIT and mailed to our Topeka postal address.

Please call with any questions.

Thanks.

Dono

Don Osenbaugh

From: Sent:

Mary Trent [mary.trent@feeinsurance.com]

To:

Monday, November 28, 2016 4:11 PM

Subject:

dosenbaugh@cox.net City of Dodge City

Attachments:

1002_0001.pdf; 1001_0001.pdf; 1000_0001.pdf; ERMA150120810056a7500-fd60-4b2e-

b5ce-3387ded3e1c9.pdf

Don: Per our phone conversation I am attaching a KMIT application, 5 years loss runs, premium/loss summary and the current experience mod work sheet. Please let me know what additional information you might need.

Mary Trent



Cell 620.253.0530 Office 620.662.2381 Fax 620.227.3063 706 E. Wyatt Earp P.O. Box 681 Dodge City, KS 67801 www.feeinsurance.com

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THE RISK MANAGEMENT REVIEW

Newsletter of the Colorado Special Districts Property and Liability Pool

PUBLISHED:

July 1, 2016

CATEGORY: COVERAGE, UNCATEGORIZED

CLAIMS, CLAIMS ADMINISTRATION, MANAGEMENT, TRISTAR

Meet TRISTAR's VP and Regional Manager Jason Schultz

The Pool has added numerous new faces over the years, and we would like members to be able to put a face with the names of the people who work on behalf of the Pool behind the scenes.

We are starting this effort with Jason M. Schultz a key professional at TRISTAR Risk Management, the Pool's Claims Administrator. We are excited to have his expertise on our team!



Jason Schultz, Vice President, Regional Manager

Mr. Shultz has over 30 years of insurance and claims administration experience. He is responsible for 7 offices throughout Arizona, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, and Utah. He also oversees national accounts headquartered in those jurisdictions.

Jason is directly accountable for technical quality and compliance, financial planning, and administrative management of each operation.

Prior to his recent promotion to Vice President, Mr. Shultz was a Branch Manager at TRISTAR Insurance Group for more than 11 years, overseeing a successful operation in San Diego. His duties included managing staff, handling an annual territorial budget, sales and marketing efforts, reporting complex data to clients and state agencies, maintaining relationships with existing clients, and fostering

Meet TRISTAR WC Claims

Supervisor Nancy Gay

Mr. Schultz maintains a Self-Insurance Administrator Certificate for Self-Insurance Plans in the state of California and a Workers' Compensation Claims Administration Certificate from Insurance Educational Association, and has been published in industry-related publications including topics such as premium fraud. Mr. Schultz has excellent leadership skills and is an asset to the organization and its clientele.

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Meet TRISTAR Indemnity Adjuster Mike Hawkins

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G GROUP PURCHASE

PUBLICATIONS





Non-Agenda Information and Background Material

KANSAS MUNICIPAL INSURANCE TRUST

Conflict of Interest Statement, December 2016—December 2017

(for Trustees of KMIT)

No member of the KMIT Board of Trustees, or any of its Committees, if appointed, shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with KMIT. Each individual shall disclose to KMIT any personal interest that he or she may have in any matter pending before KMIT and shall refrain from participation in any decision on such matter.

Any member of the KMIT Board of Trustees shall refrain from using any list of KMIT cities or workers compensation claimants for personal or private solicitation purposes at any time during the term of their affiliation.

At this time, I am a Board member, a committee member, or an employee of the following

organizations:	, 1 3
Now this is to certify that I, except as de past year have been:	escribed below, am not now nor at any time during the
	in any arrangement, agreement, investment, or other er party; doing business with KMIT which has resulted
	ny salary payments or loans or gifts of any kind or any n or on behalf of any person or organization engaged in ption of its member cities.
	below with a full description of the transactions and of which I have (or have had during the past year) in the ons with KMIT.
Date:	
Signature:	
Printed Name:	Date Rev. Nov 2016

KNIT/LKM 2018-2020 Contract

AGREEMENT

THIS AGREEMENT made and entered into by and between the League of Kansas Municipalities ("the League") and the Kansas Municipal Insurance Trust ("KMIT"), the day and year shown below.

WHEREAS, the League and KMIT have previously entered into an original Memorandum of Understanding ("MOU") dated June 8, 2012; and,

WHEREAS, said original MOU expires at 12:01 AM on January 1, 2018; and,

WHEREAS, the parties desire to create a new agreement effective for a period of three years;

NOW, THEREFORE, the parties agree as follows:

- 1. TERM; FUTURE EXTENSTIONS. This agreement is for a period of three years from 12:01 AM, January 1, 2018 through 12:01 AM, January 1, 2021. Upon termination, neither party shall be obligated to make any payments or provide any services to the other until, and unless, the agreement is extended in writing upon the terms and conditions agreed to by the parties and executed by all parties. Provided, that all extensions or proposed modifications or amendments shall be submitted, in writing, by the requesting party to the other party at least 18 months in advance of the termination of the termination date.
- ASSIGNMENT. This Agreement shall not be assigned by either party. Nothing in this
 Agreement shall confer upon any person, party or other legal entity, other than the parties
 hereto, any rights or remedies under or by reason of this Agreement.
- 3. ANTI-DISCRIMINATION CLAUSE. The parties agree:
 - a. To comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans with Disabilities Act (ADA) (42 U.S.C. 12101, et seq.) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment of employment in, its programs or activities;
 - To include in all solicitations or advertisements for employees the phrase "equal opportunity employer";
 - c. To comply with the reporting requirements set out in K.S.A. 44-1031 and 44-1116;
 - d. To include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;
 - e. That a failure to comply with the reporting requirements contained in (c), above, or if either party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract;

by their duly authorized representatives on the date and year shown below.

Kansas Municipal Insurance Trust

Erik Sartorius

League of Kansas Municipalities

Tim Hardy President

Executive Director

Date: OCT. 9

Ma

Exhibit "A"

The following sets forth the benefits and amenities to be extended to the Kansas Municipal Insurance Trust (KMIT) by the League of Kansas Municipalities (the League) under the designation as a Municipal Business Alliance at the "Signature+" level for the years of 2018, 2019, and 2020.

Signature + Level Exclusive Benefits

- a) 'Endorsed' partner of the League of Kansas Municipalities, which will continue to be indicated on all KMIT advertisements.
- b) KMIT will be recognized at League events throughout the year as an 'Endorsed' Municipal Business Alliance partner of the League.

Annual Conference

- a) KMIT would be deemed a "Title Sponsor" of the League Annual Conference.
- b) The League will provide a sponsor banner with the KMIT logo to be prominently displayed at the conference for additional recognition.
- KMIT will be recognized as "Title Sponsor" in the conference vendor/sponsor guide, as well as in pre-general session videos.
- d) In conjunction with the League's Annual Conference, KMIT will be provided suitable space to hold the KMIT annual meeting at no charge. KMIT will remain responsible for any food/beverage, or A/V services.
- e) The League will include the KMIT logo on all registrant badges for KMIT member cities.
- f) KMIT will receive two, full conference registrations for the League's Annual Conference.
- g) KMIT will be provided a vendor booth for member outreach and business development purposes. KMIT will notify the League by July 1 of each year if it intends to utilize the opportunity for a booth.

Advertising

- a) KMIT will receive a full-page advertisement in six issues of the Kansas Government Journal. The ad will be placed on the inside front or inside back cover four times per year.
- b) KMIT will be provided a Professional Services advertisement in the back of the Kansas Government Journal.
- c) KMIT is listed in the Business Links section of the League website, as well as in the Products & Services Guide listing in the printed *Directory of Kansas Public Officials*.
- d) KMIT receives a full-page advertisement in the Directory of Kansas Public Officials.

Publications

- a) KMIT will receive three subscriptions to the Kansas Government Journal.
- b) KMIT will receive four copies of the Directory of Kansas Public Officials.
- KMIT will receive a subscription to League News & Legislative Alerts.
- d) KMIT will also be able to purchase any other League produced publication at the member rate.

Expertise & Outreach

- a) KMIT will be afforded the opportunity to have representatives provide expertise to League members, staff, and governing body. This may include, but is not limited to:
 - Content publication in the Kansas Government Journal,

- Opportunities to conduct webinars, provide in-person Municipal Training Institute classes, or lead a session at the League's Annual Conference.
- b) KMIT would be invited to have representatives join the League Governing Body at a dinner prior to one of their governing body meetings. Time would be afforded to KMIT to provide an update and comments to the governing body.

2017 KMIT Board of Trustees Meeting Schedule [1]

Friday, February 24, Moundridge

Friday, April 28, Marysville*

Friday, June 23, Pittsburg*

Friday, August 25, McPherson (at KMU Training Center)*

Sunday, **September 17**, Wichita (following KMIT Annual Meeting)

Friday, December 15, Haysville

[1] REVISED 1Sept16

^{*}a KMIT Supervisor Seminar session will take place in the same (or a nearby) city in the afternoon of the previous day

AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made and entered into as of the 1st day of December, 2016, by and among Kansas Municipal Insurance Trust, having offices at 3024 SW Wanamaker Road, Suite 203, Topeka, Kansas, 66614, for itself and on behalf of its Named Insureds, if any, hereinafter collectively referred to as "KMIT", and CORnerstone Risk Solutions, LLC hereinafter referred to as "CRS".

WHEREAS, KMIT has requested CRS to perform certain services (the "Services") described in Schedule A attached hereto; and,

WHEREAS, CRS desires to render such Services to KMIT pursuant to the terms and conditions set forth below; and,

WHEREAS, CRS and KMIT hereby agree that defining the terms and conditions which shall control the rendering of Services to KMIT by CRS, is mutually beneficial; and,

WHEREAS, the agreed to fees and payment terms for the Services to be rendered are described in Schedule B attached hereto;

KMIT and CRS, while acknowledging the covenants and agreements herein and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, do hereby agree and declare:

1. <u>Confidentiality</u>. CRS and KMIT agree that all such Proprietary Information exchanged during the performance of Services under this Agreement shall not be disclosed, communicated or otherwise transferred or made available to unrelated third parties without the prior written consent of the entity whose Proprietary Information is being shared. Proprietary Information includes, without limitation, all information concerning the identities, needs, expirations, policies, or purchasing habits of KMIT, all business systems, financial data, computer data or processes, forms appraisals, loss experience, other similar data and other business records; provided, however, such Proprietary Information shall not include information that is either in the public domain, or accessible to the public under state or federal law, including both Freedom of Information and Open Record laws and regulations.

The confidentiality provisions set forth herein shall survive the termination of the Agreement.

2. <u>Term.</u> This Agreement shall have a Term of one year, which shall become effective 12:01 AM, January 1, 2017 and shall expire and terminate 12:00 AM, January 1, 2018. Upon expiration of the Term of this Agreement, no further Services will be provided by CRS to KMIT. In the event of expiration of this Agreement, KMIT will be responsible for all outstanding service fees.

- 3. <u>Cancellation.</u> This Agreement may be canceled and terminated by either party, prior to the expiration of the Term, upon one hundred and eighty (180) days prior written notice of the cancellation, except in the case of nonpayment. If this Agreement is cancelled for non-payment, then no prior written notice of cancellation is required. Upon cancellation of the Term of this Agreement, no further Services will be provided by CRS to KMIT. In the event of cancellation of this Agreement, KMIT will be responsible for all outstanding service fees.
- 4. <u>Assignment.</u> This Agreement may not be assigned by KMIT without the prior written consent of IMA and CRS and shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in the Agreement is intended to nor shall confer upon any person or legal entity other than KMIT or CRS and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.
- Compensation Disclosure. CORnerstone Risk Solutions, LLC is a subsidiary of The IMA Financial Group, Inc., a national financial services company with numerous affiliates and subsidiaries including IMA, Inc., Signature Select LLC, CORnerstone Risk Solutions, LLC, IMC Acumen, LLC, Towerstone, Inc., and TrueNorth, Inc., which owns TrueNorth Securities, Inc. (collectively the "IMA Group"). In addition to the compensation received by IMA as described in this Agreement, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by the IMA Group), may earn and retain usual and customary commissions or other compensation for providing insurance products to KMIT under separate contracts with insurers or reinsurers. Such payments will not be considered as compensation to IMA or CRS and will not offset any compensation payable to IMA or CRS pursuant to this Agreement. Further, the IMA Group may receive contingent or incentive payments or allowances from insurers based on the size or performance of an overall book of business produced with an insurer by the IMA Group. Upon written request, the IMA Group will provide to KMIT additional details and information about such arrangements.
- 6. <u>Limited Warranties.</u> Those Services provided to KMIT, as set forth in Schedule A, shall comport to applicable industry standards, as well as applicable laws and regulations. KMIT acknowledges that CRS has made no representation, warranty, or guaranty concerning either the performance of, or the results to be obtained from, the Services to be provided hereunder. Additionally, CRS has made no representation, warranty, or guaranty concerning the future financial condition of any insurance carrier providing coverage to KMIT. Accordingly, KMIT remains solely responsible for the conduct and governance of its business operations. KMIT further agrees that any fines or penalties assessed directly against KMIT under any local, state, or federal occupational safety and health law, the Americans with Disabilities Act, any local, state, or federal order, rule, or statute pertaining to the protection of the environment, or any other local, state, or federal laws, statues, orders, or regulations shall be KMIT's sole responsibility, and that CRS shall have no responsibility or liability for any portion of any such fines or penalties.

- Anti-Discrimination Clause. CRS agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) [ADA] and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if CRS is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if (e) occurs, the contract may be cancelled, terminated or suspended in whole or in part by KMIT.
- 8. Indemnification. KMIT and CRS will defend, indemnify, and hold harmless, each the other parties and their parent and subsidiary corporations, and other affiliated corporations, partnerships or companies of any type, officers, directors, employees, agents, producers, representatives and assigns (collectively hereinafter referred to as the "Indemnified Parties"), against all liability, including interest, judgments, settlements, attorney's fees, investigation and other defense costs, arising out of, or in any manner connected with, this Agreement and/or the rights or responsibilities hereunder, including but not limited to, an action arising as a result of any error or omission of the other party. Said liability indemnification and hold harmless shall include all judgments, settlements, interest, reasonable attorney's fees and costs incurred by the Indemnified Parties in defending or investigating any such claims. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY SHALL INDEMNIFY THE OTHER PARTY FOR THEIR OWN ORDINARY, STRICT, SOLE OR CONTRIBUTORY NEGLIGENCE OR WILLFUL MISCONDUCT PROVIDED, HOWEVER, IT IS THE INTENT OF THE PARTIES HERETO THAT EACH PARTY SHALL INDEMNIFY THE INDEMNIFIED PARTIES FOR ANY CLAIMS OR ALLEGATIONS OF SUCH NEGLIGENCE ADJUDICATED BY A COURT OF COMPETENT JURISDICTION WHICH RESULTS IN A FINDING OF NO NEGLIGENCE ON THE PART OF SUCH INDEMNIFIED PARTIES. The foregoing provisions are a material part of the consideration for this Agreement and have been factored into the charges agreed upon.
- 9. <u>Liquidated Damages.</u> Notwithstanding any other provision of this Agreement to the contrary, the liability of CRS to KMIT hereunder shall under no circumstances exceed in the aggregate a sum equal to the annual fee paid by KMIT to CRS pursuant to this Agreement, unless however, CRS is affirmatively found to have committed an act of gross negligence or willful misconduct by a final judgment of any court.
- 10. <u>Entire Agreement.</u> This Agreement represents the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, supersedes all

prior negotiations between such parties, and cannot be amended, supplemented, or modified except by an agreement in writing signed by the party or parties against whom enforcement is sought and making specific reference to in this Agreement. In the event any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired thereby.

- 11. <u>Jurisdiction.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas applicable to contracts made in that state.
- 12. <u>Execution By Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.
- 13. <u>Notice.</u> Any notice by either party to the other party shall be deemed served effective (i) upon delivery, if personally delivered, (ii) upon delivery to Federal Express or other similar courier service, marked for next day delivery, addressed as set forth below, (iii) upon receipt if sent by registered or certified mail, return receipt requested, addressed as set forth below. The notice addresses of the parties are:

If to KMIT:

Kansas Municipal Insurance Trust - c/o Don Osenbaugh

3024 SW Wanamaker Road, Suite 203

Topeka, KS 66614 (785) 232-2202

If to CRS:

CORnerstone Risk Solutions, LLC - c/o Paul J. Davis

P.O. Box 2992

Wichita, KS 67201-2992

(316) 267-9221

The customary registered/certified receipt or Federal Express or other courier receipt shall be evidence of such notice. Either party hereto may change the name and address of the designee to whom their notice shall be sent by giving written notice of such change to the other party hereto in the manner above provided, at least ten (10) days prior to the effective date of such notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

"KMIT"

Kansas Municipal Insurance Trust

Don Osenbaugh

Pool Administrator

"CRS"

CORnerstone Risk Solutions, LLC

Paul J. Davis, Director of Program Operations

Schedule A – Services

Risk Control

Services covered by this Agreement include annual city visits, safety achievement award evaluation, and other related Services which may arise during this Agreement which the parties mutually desire and agree to be covered.

The surveys and other information made available to KMIT by CRS will be advisory only, and designed to assist KMIT in the establishment and maintenance of KMIT's safety, health, or fire prevention activities. The services KMIT has requested CRS to perform hereunder do not include the management and control of these activities, nor the correction of the conditions pointed out in such reports, and CRS shall have no responsibility therefore.

Insurance Placement

Services covered by this Agreement include the following insurance policy(ies) and coverage(s):

Excess Workers Compensation

In some instances, risk placements made by CRS on behalf of the KMIT may require the payment of state surplus lines or other premium taxes, Federal excise taxes, and/or fees in addition to the premium itself. CRS will make every effort to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the sole responsibility and liability of KMIT.

KMIT will have the responsibility to report and communicate changes in exposures, loss-related data, ownership and other material changes in writing to CRS who shall communicate such information to the KMIT's insurance carrier(s).

The following are insurance products that are project and/or policy specific. The Services related to providing, maintaining and servicing such project and/or policy specific products are governed by this Agreement, however CRS will receive and retain the project and/or policy specific commission payable by the carrier and such commission will not be offset or applied to the annual fee due under this Agreement:

- 1) Trustee Errors and Omissions
- 2) Surety Bond policies
- 3) Project specific insurance policies;

Other services which are not listed above may be considered outside our scope of services and additional fees may apply. In the case that a service is outside the scope

of services (i.e., excessive travel, meetings, etc) CRS will notify KMIT and negotiate additional fees prior to providing services.

Risk Management and Administrative

Services covered by this Agreement include consulting with the KMIT administrator and other key personnel; assisting in the identification of program exposure to risk; collection and review of needed data including loss projection and cost analysis; evaluation of alternative approaches to deal with those exposures (i.e., elimination, reduction or segregation of loss exposures, retention, contractual or financial transfer, etc.); selection and implementation of the chosen approach; monitoring of the results; assist KMIT in preparing and filing State Filing and Reports to State Insurance Department and experience data to NCCI;; prepare notices, agendas, and minutes for Board of Trustees meetings; act as liaison with state authorities and respond to inquiries from state authorities; provide information; file required forms and reports with state and other governmental authorities; maintain appropriate files; be the official depository of all KMIT records and documents; mail and process all applications to member cities for annual renewal; bookkeeping; preparation of monthly financial statements; coordinate banking functions, handle deposits and reconciliations; assist KMIT's auditor and actuary as necessary in the performance of their services to KMIT; assist with the annual payroll audit of members, annual financial audit, actuarial studies, and other financial reports, the cost of such audits and studies to be borne by KMIT; prepare quotations of membership contributions; prepare applications, brochures and other membership and marketing materials for on-site visits and other meetings; provide training and education services and programs on loss control and risk management; provide to KMIT member cities a quarterly newsletter and training publication and other materials as deemed necessary; maintain and update the KMIT website, cost of the website to be borne by KMIT; submit all administrative reports to the National Council on Compensation Insurance (NCCI); calculate and submit all quotes for prospective and continuing pool members; related computer services; and other related Services which may arise during this Agreement which the parties mutually desire and agree to be covered.

Claims Management

Services covered by this Agreement include claim adjustment and settlement by a designated claim adjuster, coordination of additional outside services as required including medical providers and legal assistance with advise and consultation of Administrator, claim payment, check issuance, fee schedule and utilization review, subrogation and salvage, claim information system, claim reports to the KMIT Board, claim data reports on a frequency to be agreed, participation in KMIT meetings as requested, notification to excess insurers of qualified claims as required, and reports to bureaus and regulatory agencies as required, and other related Services which may arise

during this Agreement which the parties mutually desire and agree to be covered. Services hereunder shall continue for all claims occurring during the Term of this Agreement and for so long as KMIT maintains a continuous agreement(s) for Claims Management Services with CRS. Upon termination of this Agreement KMIT may request at its expense, the files CRS has maintained for qualified claims or losses.

KMIT will maintain a claim payment fund in the amount of \$400,000 which has been deposited with Intrust Bank in a claim payment fund account in the name of KMIT and against which CRS will issue its payment instruments for claim and allocated expense payments. KMIT retains the ultimate responsibility for payment of claims and all allocated expense associated with such claims. For the purpose of this Agreement, allocated expenses shall include, but are not limited to, attorneys' fees, appearance fees, witness fees, medical examinations, medical management and cost containment services, police and private investigator reports, independent adjusters fees and other outside services, field adjuster activities outside of Sedgwick and surrounding counties, outside experts and sub-contract transcripts, depositions, court reporters, private investigators, pursuit of subrogation beyond identification and first notice. The claim payment fund will be replenished by KMIT on a monthly basis and an account distribution report will be provided by CRS. If scheduled payments exceed the fund balance KMIT shall, immediately upon notification, remit full payment to CRS.

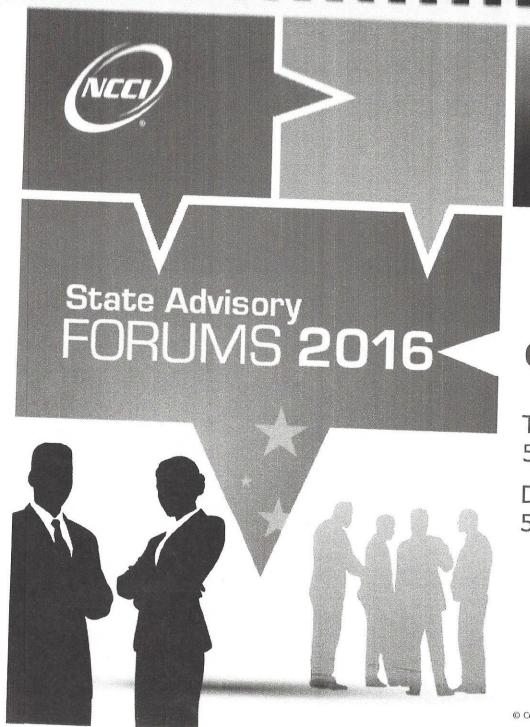
Settlement of all claims must be approved according to the following:

- a) The CRS claim adjuster shall have complete authority and discretion to settle any and all claims and issue checks provided the full settlement amount is \$10,000 or less.
- b)The claims adjuster and the KMIT Administrator jointly have complete authority and discretion to settle any and all claims and issue checks provided the full settlement amount is more than \$10,000 but less than \$20,000.
- c)Settlement of all claims exceeding \$20,000 requires the prior approval of the KMIT Board of Trustees.

Schedule B - Compensation for Services

- 1. The fees below are deemed fully earned upon execution of this Agreement and KMIT agrees that such Fee is separate from, and in addition to, commissions for insurance coverage placement, if any.

 KMIT shall pay a fee ("Fee") to CRS as compensation for the Services provided under this Agreement, for the annual period described above, in the sum and amount of \$570,000. The Fee shall be due and payable in monthly installments commencing January 1, 2017 in 10 equal installments of \$57,000 each. Conditional underwriting visits and supervisor training sessions will be billed, when Service is requested by KMIT, at \$500 per visit.
- 2. Payment of all invoices submitted to KMIT will be made pursuant to the invoice due date. In the event KMIT does not remit timely payment, CRS reserves the right to terminate this Agreement, in writing, without notice, and all further obligations of CRS under this Agreement are terminated and void.
- 3. It is understood that other benefit management or insurance services may be undertaken by CRS from time to time by mutual agreement of the parties. The parties agree to amend this Agreement as necessary to describe the additional services and compensation payable to IMA for such services.



KANSAS

October 25, 2016

Terri_Robinson@ncci.com 501-753-5180

Damon_Raben@ncci.com 561-893-3079

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Kansas Filing Activity

Voluntary Loss Cost and Assigned Risk Premium Level Changes 2.3% 1.9% 2.0% 0.9% -7.8% -8.4% -10.4% -11.6% -11.2% -15.1% 1/1/2013 1/1/2014 1/1/2015 1/1/2016 1/1/2017 ■ Voluntary Assigned Risk



Kansas

January 1, 2017 Loss Cost Filing Class Codes

Overall Loss Cost Level Change -8.4%

Changes due to:

Experience -7.2%

> Experience Period -6.7%

Loss Development -0.5%

Trend -2.0%

> Indemnity -2.1%

Medical -2.0%

Benefits +0.4%

> Indemnity (SAWW) +0.4%

Medical (Schedule) 0.0%

Other +0.3%

> LAE +0.3%

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National Economic Highlights and Their Impact on Workers Compensation

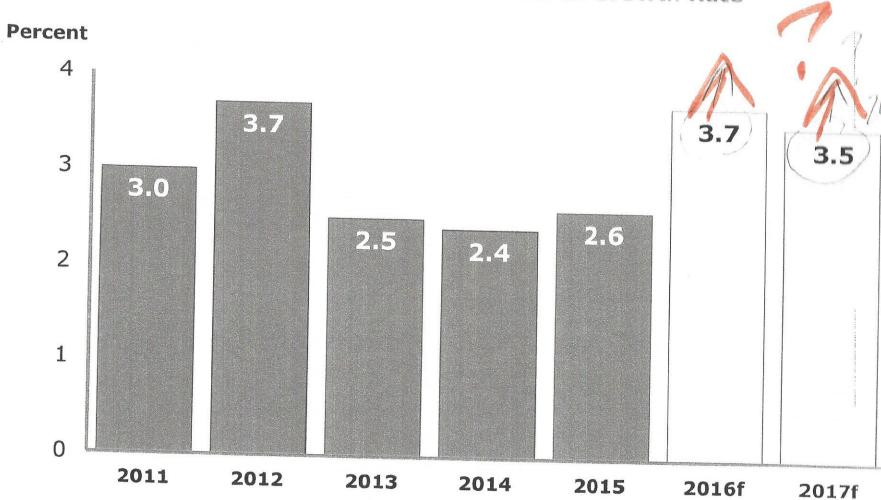
National Economic Indicator	Potential Impact on the Workers Compensation Market
Private employment is expected to continue to grow slowly	Premium increases from higher payroll and higher expected claim frequency for new workers
Wage growth is poised to accelerate	Upward pressure on payroll and premium as well as indemnity severity
Medical inflation is trending up	Increased pressure on medical costs per claim
In December 2015, the Federal Reserve began raising the federal funds rate	Higher interest rates mean better returns on invested funds



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Medical Inflation Is Forecast to Accelerate

US Medical Consumer Price Index Growth Rate

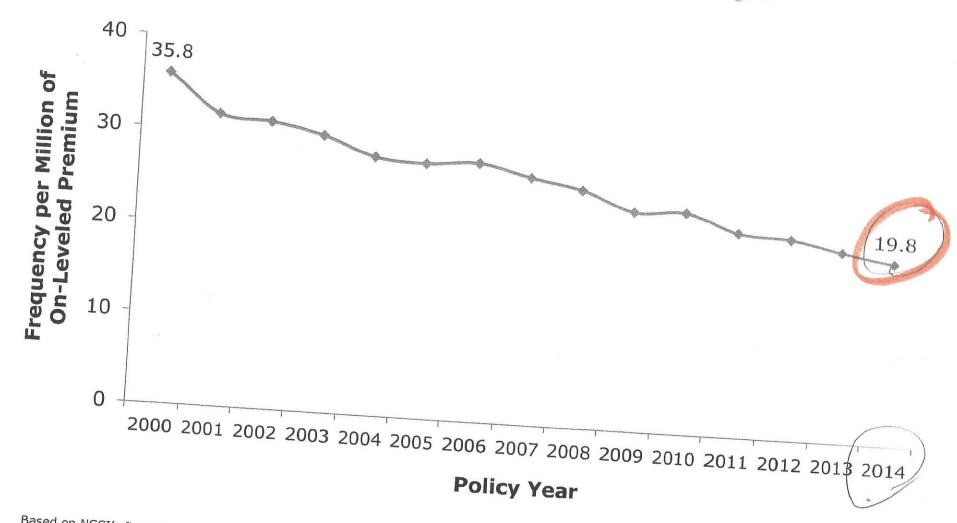


f Forecast Medical Care Consumer Price Index, Urban Consumers Frequency of observation: annual; latest historical data point: 2015; forecast years: 2016 and 2017 Sources: US Bureau of Labor Statistics and Moody's Analytics



Kansas Claim Frequency





Based on NCCI's financial data Frequency of lost-time claims adjusted to a common wage level

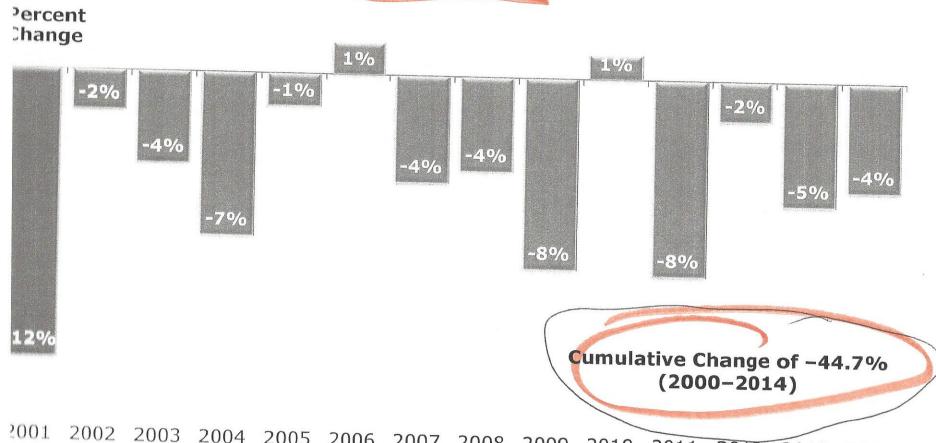






Kansas Workers Compensation Lost-Time Claim Frequency

Lost-Time Claims



2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014

Policy Year

Based on data through 12/31/2015, developed to ultimate



Key Takeaways—Claim Frequency

Frequency continues to decline Changes in claim frequency is still the key cost driver

Frequency is similar to surrounding states



Kansas Court of Appeals Decision— Graber v. Dillon Companies

Remanded for reconsideration.

Employee fell down a flight of stairs while attending a work-related meeting on the second floor of a building where he did not normally work.

- The Workers Compensation Board denied claim based on the fall being unexplained and thus idiopathic
- Idiopathic accidents are not compensable under the Kansas Workers Compensation Act
- The Court of Appeals found that "idiopathic" is properly defined as personal or innate to the claimant
- An otherwise noncompensable fall may be compensable if the employment places the employee in a position increasing the dangerous effects of such a fall
- The case was remanded for reconsideration since denial was based on the Board's misinterpretation of idiopathic





Kansas Court of Appeals Decision— Buchanan v. JM Staffing

Buchanan's hip and back problems are compensable under the secondary injury rule. Meg

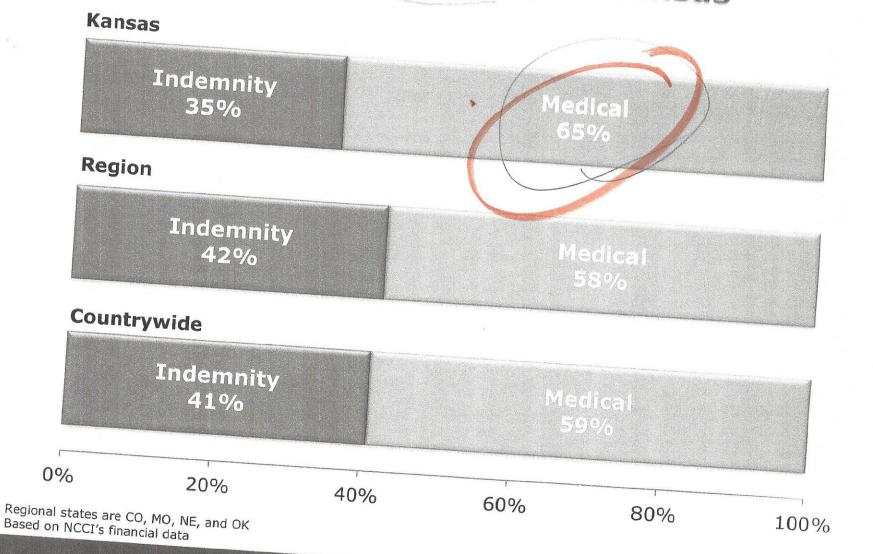
Initial ankle fracture is undisputedly a compensable injur secondary injury must be both the natural and probable consequence of the primary injury and caused primarily by the work accident.

- Medical records indicate that Buchanan's stiffness and loss of range of motion were likely to be permanent and would cause her to limp. A doctor testified that Buchanan's limp caused the hip and back pain, which wouldn't heal as long as she continued to limp.
- There was no evidence of any other accident—and no evidence of any preexisting condition—that could have caused the hip and
- Despite mixed opinions from doctors as to the cause of pain, evidence showed that Buchanan's hip and back injuries were the natural and probable result of her ankle injury.



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Medical Benefits Constitute the Majority of Total Benefit Costs in Kansas



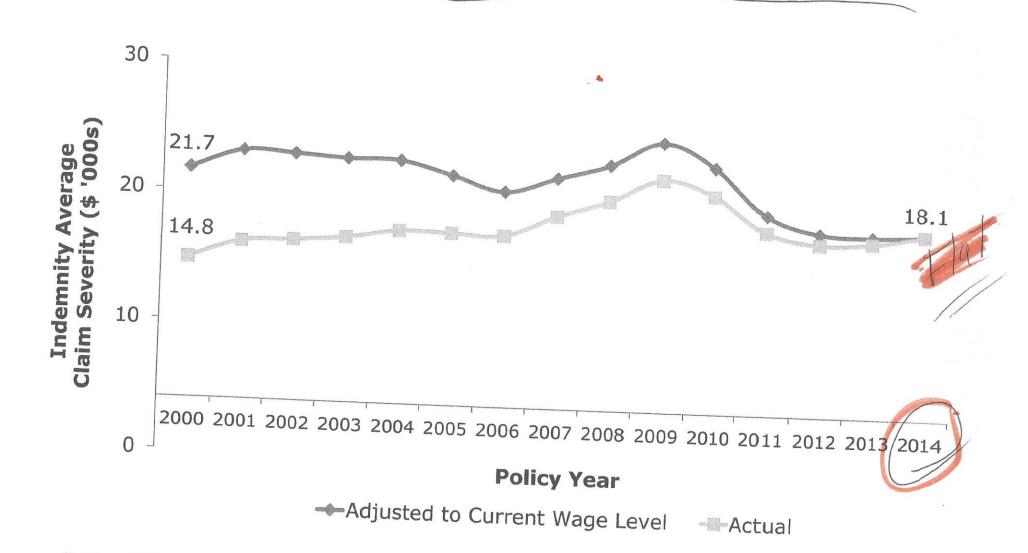
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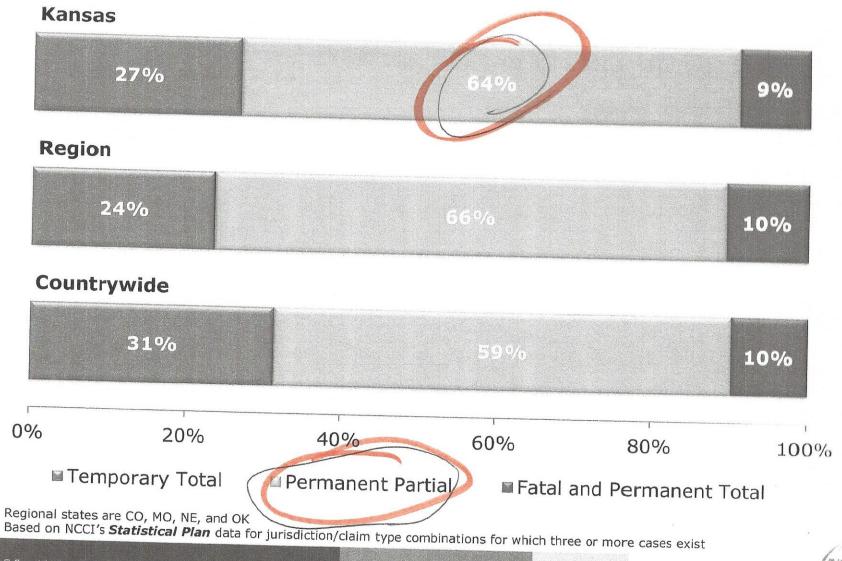
Kansas Average Indemnity Claim Severity





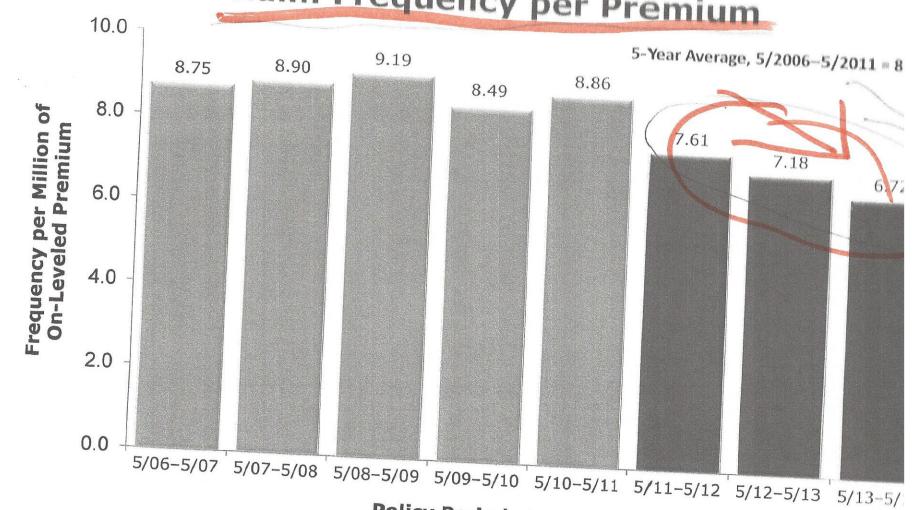
Based on NCCI's financial data for lost-time claims at current benefit level and developed to ultimate

Kansas Indemnity Loss Distribution by Injury Type





Kansas Permanent Partial Disability Claim Frequency per Premium



Policy Period at a 1st Report

Based on NCCI's **Statistical Plan** data, undeveloped 1st report cases, and payroll adjusted to current wage level Payroll converted to premium using the current Kansas classification loss costs

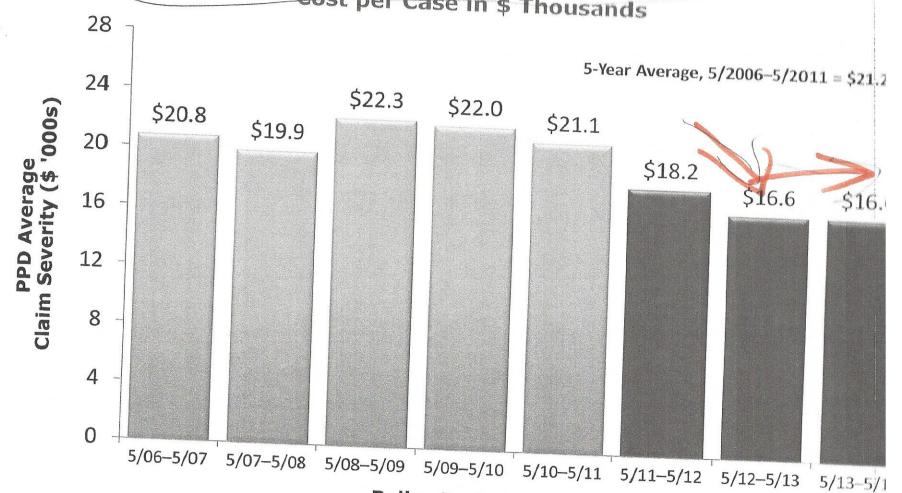
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Kansas Permanent Partial Disability Indemnity Average Cost per Case

Cost per Case in \$ Thousands



Policy Period at a 1st Report

Based on NCCI's Statistical Plan data, undeveloped 1st report losses, adjusted to current wage level

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KMIT Trustee Terms, 2001 - Present

									term limit	End
noo	Name	City	Title	Appointed	Elect 1	Elect 2	Elect 3	Elect 4	date	Date
pos					LICCLI	LICCI Z	LIEU 3	LICCI 4	uate	
1	Gary Meagher	Lindsborg	City Administrator	Jun-98	0-4-00	0-4-00	0-4-00			Aug-98
1	Ron Pickman	Goodland Eudora	City Manager	N/A	Oct-98	Oct-00	Oct-02			Oct-04
1	Cheryl Beatty [3] Herb Llewellyn	El Dorado	City Manager	N/A Jun-09	Oct 00 [1]	Oct-06 Oct-10	Oct-08 Oct-12			Apr-09 Oct-14
1	David Dillner	Abilene	City Manager City Manager	N/A	Oct-09 [1]	Oct-16	Oct-12		Oct-20	OCI-14
2	Nancy Calkins	Ft. Scott	City Clerk	N/A	Oct-14	001-10			OCI-20	May-01
2	Keith DeHaven	Sedgwick	Mayor	Jun-01	Oct-00	Oct-03	Oct-05			May-01 Jun-07
2	Sasha Stiles	Andover	City Administrator	N/A	Oct-07	Oct-09	Oct-05			Oct-13
2	Kathy Axelson	Rose Hill	City Administrator	N/A	Oct-07	001-09	OCI-11			Mar-14
2	Randy Frazer	Moundridge	City Adm/City Clerk	May-14	Oct-14 [1]	Oct-15	Oct-17	Oct-19	Oct-21	Iviai - 14
3	Cherise Tieben	Dodge City	HR Director	Jun-99	Oct-00	001-13	001-11	001-10	001-21	Oct-01
3	Larry Kenton	Dodge City	Risk Mgr	Oct-01?	Oct-01*					Apr-02
3	Howard Partington	Great Bend	City Administrator	Apr-02	Oct-02	Oct-04	Oct-06			Oct-08
3	Jane Longmeyer	Dodge City	HR Officer	N/A	Oct-02	Oct-04	Oct-12			Dec-08
3	Daron Hall	Ulysses	City Administrator	Jun-09	Oct-09 [1]	Oct-10	001.12			Mar-12
	Tim Hardy	Elkhart	City Administrator	Jun-12	Oct-12	Oct-14	Oct-16		Oct-18	Wai-12
4	Mark Arbuthnot	Abilene	City Manager	?	?	001-14	OCI-10		OCI-10	Oct-01
4	Carol Eddington		, ,	/ N/A	9 Oct-01	Oct-03	Oct-05			Oct-01
4	Bobby Busch	Oswego Neodesha	Deputy City Clerk City Clerk	N/A N/A	Oct-01	Oct-03	Oct-05			Oct-07
4	Tim Vandall	Ellsworth	City Administrator	N/A N/A	Oct-07	OCI-09	OCI-11			
4	Janie Cox	Haysville	City Clerk	N/A	Oct-15	Oct-17	Oct-19		Oct-21	May-15
	Paul Sasse	1	1	?	?	001-17	001-19		OCI-21	Oct 04
5		Independence Concordia	City Manager	N/A	? Oct-01	Oat 02	Oct-05			Oct-01
5	Cheryl Lanoue Sharon Brown	Clay Center	City Clerk Mayor	N/A	Oct-01	Oct-03 Oct-07	Oct-09			Aug-06
5	Debbie Price	Marysville	City Clerk	Apr-11	Oct-06 [1]	Oct-13	Oct-15		Oct-17	Apr-11
6	Jane Henry	Derby	Environ/Safety Dir	N/A	Oct-96	Oct-13	001-13		OCI-17	May 00
6	Shawne Boyd	Derby	HR Coord	?-00		001-90				May-00 Oct-02
6	, and the second	,		+	Oct-00	Oat 04				
6	David Alfaro Steve Archer	Augusta Arkansas City	Assist. City Mgr.	N/A Apr-06	Oct-02 Oct-06	Oct-04 Oct-08	Oct-10			Apr-06 Dec-10
6	Debra Mootz	Roeland Park	City Manager City Clerk/DOF	Dec-10	Oct-11 [1]	Oct-08	OCI-10			
6	Nathan McCommon	Tonganoxie	City Manager	N/A	Oct-11[1]	Oct-12	Oct-18			Aug-14 Oct-16
6	Mike Webb	Edwardsville	City Manager	N/A	Oct-14	Oct-18	Oct-20		Oct-22	OCI-10
7	Max Mize	Kingman	Mayor	N/A	Oct-10	Oct-98	Oct-00		001-22	Apr-01
7	Gary Hobbie	Russell	City Manager	Jun-01	Oct-90	Oct-98	Oct-04	Oct-06		Oct-07
7	Larry Paine	Hillsboro	City Administrator	N/A	Oct-07 [1]	Oct-02	Oct-04	Oct-00		Oct-14
7	Kerry Rozman	Clay Center	City Clerk	N/A	Oct-14	Oct-16	Oct-18	OCI-12	Oct-20	OCI-14
8	Ted Stolfus	Bonner Spgs	Mayor	May-97	Oct-14	001-10			OCI-20	Apr-01
8	Nancy Calkins	Mission	City Clerk	Jun-01	Oct-01 [4]	Oct-02				Apr-01 Oct-04
	Ty Lasher	Cheney	City Administrator	N/A	Oct-01 [4]	Oct-02				Jun-07
8	Toby Dougherty	Hays	City Manager	Jun-07	Oct-07 [1]	Oct-08	Oct-10	Oct-12		Oct-11
8	Keith Schlaegel	Stockton	City Manager	N/A	Oct-11 [1]	Oct-12	Oct-14	Oct-16	Oct-18	00111
9	Carl Myers	Wellington	City Manager	Jul-97	Oct-97	Oct-99	000 14	000 10	000 10	Oct-01
9	Rhonda Schuetz	Hiawatha	City Clerk	N/A	Oct-97	Oct-93				Sep-04
9	Lana McPherson	De Soto	City Clerk	N/A	Oct-04 [1]	Oct-05	Oct-07	Oct-09		Oct-11
9	Clausie Smith	Bonner Spgs	Mayor	N/A	Oct-04 [1]	Oct-13	Oct-15	00.00		Apr-13
9	Fred Gress	Parsons	City Manager	Apr-13	Oct-11	301 70	201. 70			Aug-14
9	Ty Lasher	Bel Aire	City Manager	N/A	Oct-14 [1]	Oct-15	Oct-17	Oct-19	Oct-21	7 tag=14
10	Tim Richards	Newton	Commissioner	Jul-97	Oct-97	001-10	00011	001-10	000-21	Apr-99
10	Willis Heck	Newton	Mayor	May-99	Oct-97	Oct-01				Oct-03
10	Linda Jones	Osage City	City Clerk	N/A	Oct-99	Oct-05	Oct-07			Oct-09
10	Doug Gerber	Goodland	City Manager	Oct-09	Oct-03	Oct-03	001-01			Apr-14
	Megan Fry	Pittsburg	HR Director	Mar-14	Oct-11	Oct-15	Oct-17	Oct-19		Jan-15
10	Jay Byers	Pittsburg	Assist. City Mgr.	Mar-15	Oct-14 [1]	00110		-001-10		Mar-16
10	Carey Steier	Pittsburg	HR Mgr.	Mar-16	Oct-16	Oct-17	Oct-19		Oct-21	iviai - 10
11	Jim Beadle	De Soto	Mayor	Jan-94	?	001-17	001-19		00(-21	Jan-97
11	Kelly DeMeritt	Atchison	Assist. City Mgr	May-97	Oct-97	Oct-99	Oct-01			Oct-03
11	Bill Powers			N/A		001-99	OCI-01			
11		Ulysses	City Administrator		Oct-04	Oct-05	Oct-07			Jan-04 Oct-09
	Bud Newberry [2] Mac Manning	Derby Peabody	City Planner City Adm/Clerk	Jan-04 Oct-09	Oct-04 Oct-11	001-00	001-07			Dec-12
	Michelle Stegman	Garden City	HR Director	Jan-13	Oct-11					Apr-15
	Michael Reagel	Garden City	Police Captain	May-15	Oct-15	Oct-17			Oct-19	Aþ1-13
	mionaci ileayei	Ourden Oily	i olice captairi	Way-13	001-10	001-17			001-19	

^[1] one-year term

^[2] appointed to Board whille at Elkhart (Jan. '04); moved on to Ulysses in June '04; moved on to Derby in Dec '07

^[3] first elected to the Board while in Kingman; moved on to Eudora in July '05

^[4] first elected to the Board while in Ft. Scott

Attorneys at Law

20 West 2nd Avenue | 2nd Floor | PO Box 2977 | Hutchinson, Kansas 67504-2977 (620) 662-0537 | Fax (620) 669-9426 | www.gillilandandhayes.com

HUTCHINSON MANHATTAN OVERLAND PARK WICHITA

November 17, 2016

Kansas Municipal Insurance Trust Don Osenbaugh 60121 SW 29th Street, PMB 355 Topeka, KS 66614

RE: Workers Compensation Fund Assessment

Dear Mr. Osenbaugh,

Enclosed, please find our billing statement regarding the above mentioned matter. The total billing statement is \$7,857.64 and of this amount, the Kansas Municipal Insurance Trust's portion due is \$692.50.

Please place the \$692.50 due in line for payment at your earliest convenience. If you have any questions regarding the statement please feel free to contact me at the above referenced number.

Regards,

GILLILAND & HAYES, LLC

Cathy Siemens Bookkeeper

Encl

Don Osenbaugh

From: Sent:

Mike O'Neal [mikeo@kansaschamber.org] Thursday, October 27, 2016 4:00 PM

To:

Brent Sonnier; Cindy Luxem; Dan Osenbaugh; Don McNeely; Dorothy Pope; Doug Hamilton; Ed Reasoner, Jim Parrish; Josh Ditmore; Kathy Taylor, Kevin McFarland, Lance Cowell; Mike

Waters; Patrick Voglesberg; Sarah Hooke; Tina Cox

Cc: Subject:

Mike O'Neal; Jerry Green; Marsha J. Schrag

RE: case update

Fee Sweep case participants

Good news to report today. I appeared in Shawnee Co. District Court yesterday on the State's Motion to Dismiss. Having heard arguments from both sides, Judge Theis overruled the State's motion in its entirety on the main dispositive issues and agreed with us that the issue of attorney fees and pre-judgment interest is not ripe, i.e., these issues must await evidence. He lifted any of the restrictions he had previously placed on discovery. In short, he agreed with us on all issues.

Significantly, he admitted that when he first decided the case he couldn't see a path for a private vs. public remedy but after reviewing the Ct. of Appeals decision and especially the Supreme Court decision he now believes he would also have reversed himself! He has now cleared the way for the case to advance and finished by saying that "with all due respect to the State, I see this defense as being borderline frivolous." Our judge has come a LONG way!

I don't see any other procedural roadblocks they can throw at us but I appreciate the less than subtle warning the court has given. The Ass't A.G. indicated that they had just sent us some 5000 pages of documents in response to our discovery requests. The court asked me what we had requested that might have produced 5000 pages and I said that I had not, of course, seen any of what they had sent but we simply wanted to see what evidence the State had or claimed to have that they had incurred over \$5M in expenses to administer our 3 funds! Our Hutch office confirmed yesterday afternoon that documents were delivered.

The purpose for what discovery we have done or will do is to set us up to file for summary judgment if the State is unwilling to enter into an Agreed Order or Consent Decree that gives us the language we believe we need on the merits, past and future. We still have a ways to go but we are very close now, I think. One thing the judge did mention is the possibility of adding a named party and a claim for mandamus on the theory that someone needs to be directed to effect restoration of funds. I'm not convinced that's necessary but I also won't ignore his suggestion and will look into it, given the fact that he is likely the last step in the process. I don't see the State appealing an adverse decision given what the appellate courts have already said but who knows.

Once again, thanks for your patience. Yesterday was big.

Mike O'Neal, for the firm

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From: Mike O'Neal

Sent: Tuesday, October 25, 2016 8:18 AM

To: 'Brent Sonnier' <Brent_Sonnier@oxy.com>; 'Cindy Luxem' <cluxem@khca.org>; 'Dan Osenbaugh' <dosenbaugh@cox.net>; 'Don McNeely' <dmcneely@kansasdealers.org>; 'Dorothy Pope' <poped@marc.org>; 'Doug Hamilton' <doug@kbiwcf.com>; 'Ed Reasoner' <ereasoner@thomasmcgee.com>; 'Jim Parrish' <jimparrish@kworcc.com>; 'Josh Ditmore' <joshua.ditmore@qchi.com>; 'Kathy Taylor' <ktaylor@ksbankers.com>;

'Kevin McFarland' <kevin@leadingagekansas.org>; 'Lance Cowell' <lance.cowell@yahoo.com>; 'Mike Waters' <mike.waters@qchi.com>; 'Patrick Voglesberg' <patrick@kansasrealtor.com>; 'Ray Merz' <ray.merz@imacorp.com>; 'Sarah Hooke' <sarahhooke@speedyinc.com>; 'Tina Cox' <tcox@krha.org>; 'Tom Steele' <tomsteele@speedyinc.com> Cc: 'mikeo@kansaschamber.org' <mikeo@kansaschamber.org> Subject: case update

Fee Sweep case participants

Two things. There is a hearing this week on the State's Motion to Dismiss and in the meantime we've received another settlement offer. Once again they avoid anything addressing the merits and renew their offer to pay back funds, adding this time the amounts swept from the Real Estate Fee Fund and Bank Commissioner Fee Fund. They magnanimously offer to guarantee that Gov. Brownback will not sweep any of THESE funds in the next two years, ignoring the fact that no less than 3 prior Governors and the current Governor have embraced the practice. They continue to refuse to add language that the sweeps were unconstitutional or that they should be enjoined from future sweeps. I have tried to make it clear to them that addressing the merits will be a requirement in any settlement. As per my instructions, I will reject this offer and proceed to the hearing on the motion. I'll let you know how it goes. One thought I've had regarding a possible counteroffer is to insist on language addressing the merits and protecting us from future sweeps and maybe offer to accept a money settlement of prejudgment interest and fees. That could actually reward the plaintiffs directly and would not require funds going to the fee agencies for reimbursement. This decision can wait until after the hearing. At the hearing I will also insist that the State file discovery responses.

Mike O'Neal

President & CEO Kansas Chamber of Commerce 835 SW Topeka Blvd | Topeka, KS 66612 PH: 785.357.6321 | FX: 785.357.4732 mikeo@kansaschamber.org | kansaschamber.org

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"... to continually strive to improve the economic climate for the benefit of every business and citizen and to safeguard our system of free, competitive enterprise".

State affiliate for the National Association of Manufacturers.



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Don Osenbaugh

From:

Cindy McAlister [ken@kansansforselzer.com]

Sent:

Friday, November 18, 2016 4:55 PM

To:

dosenbaugh@cox.net

Subject:

Reception / Ken Selzer, CPA - KS Insurance Commissioner

Having trouble viewing this email? Click here

You are cordially invited to join your friends on Wednesday, December 7th for a special reception in honor of Kansas Insurance Commissioner Ken Selzer, CPA, The reception will begin at 5:30pm at the Hallbrook Country Club.

Kindly RSVP to this email or call 816-223-4266. For more information, please see the attached pdf invitation.

Have a great day

Cindy McAlister Social Media Manager

ken@kansansforselzer.com



You are cordially invited to attend a Reception in honor of

Ken Selzer, CPA

Kansas Insurance Commissioner

Wednesday, December 7, 2016 5:30pm - 7:00pm

Hallbrook Country Club 11200 Overbrook Road Leawood, Kansas

Sponsor - \$1000 (per couple) Reservations: 1

Benefactor - \$500 (per couple) 816-223-4266

Patron - \$200 (per couple) or pafeeney@c

Reservations: Patrick Feeney 816-223-4266 or pafeeney@dublingroup.com

Please feel free to bring your contribution to the Reception or make checks payable and mail to:

Kansans for Selzer, Inc. 13725 Metcalf Avenue, #353 Overland Park, KS 66223

> Or visit our website to contribute On-Line www.KansansforSelzer.com

Paid for by Kansans for Selzer, Inc., Mike Marsh, CPA, Treasurer
Contributions are not tax deductible for income tax purposes. Funds received are subject to Sune of Kansas contribution limits. State election has requires us to report occupation and industry for all contributions over 5.150. This form is not printed at government expense.

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Sent by ken@kansansforselzer.com in collaboration with