## KMTH www.kmit-net

## Board of Trustees

## Board Meeting December 16, 2016 Wichita, Kansas <br> IMA Offices <br> 8200 E $32^{\text {nd }}$ Street North <br> Wichita, KS 67226 <br> 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)

## Gift Exchange and Lunch

# 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 selfintroduction.

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



To the best of my knowledge, I hereby certify that the balance sheet and summary of operations contained herein represents a true and complete accounting of

Kansas Municipal Insurance Trust


## GROUP-FUNDED POOL-QUARTERLY REPORT

## K.S.A 44-582

## LIIABILITIES, RESERVES AND FUND BALANCE

Reserve for unpaid workers' compensation claims
Reserve for unpaid claim adjustment expenses
Reserve for claims incurred but not reported
Unearned premium contribution
Other expenses due or accrued
Taxes, licenses and fees due or accrued
Borrowed money \$ $\qquad$ and interest thereon \$ $\qquad$
Dividends payable to members
Deposits on premium contributions
Excess insurance premium payable
Payable to affiliates
Accounts payable
Miscellaneous liabilities:
Return Premium Payable
$\qquad$
Total Liabilities:

Special reserve funds:
$\qquad$
Total Special Reserve Funds
FUND BALANCE
Total Reserves and Fund Balance (Assets-Liabilities)
Total Liabilities, Reserves and Fund Balance

## CURRENT FISCAL

YEAR TO DATE 9/30/2016
\$

| $2,333,325$ |
| ---: |
| 238,470 |
| $4,723,625$ |


$\qquad$ | 580,333 |
| :--- |
|  |

$\qquad$
$\qquad$
1,290,647
$\qquad$

| 1,290,647 | 775,849 |
| :---: | :---: |
|  |  |
|  |  |
| 0 | 46,000 |
|  | 365,547 |
|  |  |
| 9,166,400 | 8,286,049 |

365,547

| 1,290,647 | 775,849 |
| :---: | :---: |
|  |  |
|  |  |
| 0 | 46,000 |
|  | 365,547 |
|  |  |
| 9,166,400 | 8,286,049 |

$\qquad$

5,243,779 \$
5,676,332
$14,410,179$ \$
PREVIOUS FISCAL YEAR END
12/31/2015 - Audited 2,192,769 222,647

4,163,737

775,849

46,000

8,286,049
-

| $5,243,779 \$$ | $5,676,332$ |
| ---: | ---: |
| $14,410,179 \$$ | $13,962,381$ |

## SUMMARY OF OPERATIONS

Underwriting Income
Direct Premium Contributions Earned
Deductions:
Excess insurance premium incurred
Workers' compensation claims incurred
Claims adjustment expenses incurred
Other administrative expenses incurred
Total underwriting deductions
Net underwriting Gain or (Loss)

## CURRENT FISCAL YEAR TO DATE 9/30/2016

\$ 3,867,281 \$

| 356,041 | 459,126 |
| :---: | :---: |
| 2,681,957 | 3,419,718 |
| 186,708 | 156,405 |
| 1,043,223 | 1,110,070 |
| 4,267,928 | 5,145,319 |
| $(400,648)$ | 115,561 | Investment income

119,073
128,600
Other income
Other income

Net income before dividends to members
Dividends to members
Net income after dividends to members
Net Income(Loss)

|  |  |
| :---: | :---: |
| $(281,574)$ | 244,161 |
|  |  |
|  |  |
| $(281,574)$ | 244,161 |

## ANALYSIS OF FUND BALANCE

Fund balance, previous period
Net income (Loss)

Change in non-admitted assets
Rounding
Change in Non Admitted Assets
Change in fund balance for the period
Fund balance, current period

CURRENT FISCAL PREVIOUS FISCAL
YEAR TO DATE
9/30/2016
\$ 5,676,332 \$
$(281,574)$
$(150,979)$
$\qquad$
$(432,553)$
5,243,779 \$

YEAR END
12/31/2015 - Audited 5,432,171

244,161
0

|  | $(432,553)$ | 244,161 |
| :---: | :---: | :---: |
| \$ | 5,243,779 \$ | 5,676,332 |

\$

> Contract Year January 1, 2016 to December 31, 2016 KANSAS PREMIUMAND 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 | Not Premiums Earned Col 4-5 | Direct <br> Losses Incurred | Loss Adj. Exp. Incurred | Loss \& Loss Exp Incurred Col 6+7 | Service Agent Fees incurred | General Expenses Incurred | Taxes, Licenses \& Fees Incurred | Total <br> Expenses <br> Incurred <br> Col $10+$ <br> $11+12$ | Claims <br> Ratios <br> as a $\%$ <br> Col 9 / <br> Col 6 | Admin. Ratios as a \% <br> Col 13 / <br> Col 6 | Investment 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 | 477,137 | 58.4\% | 37.5\% | 22,675 |
| 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 | 601,545 | 65.9\% | 35.9\% | 73,225 |
| 0 | 424 | PCY 20 | $\frac{1,843,047}{1,754,515}$ | 133,376 | 1,709,671 | 790,125 | 46,505 | 836,631 | 277,342 | 159,046 | 56,281 | 492,669 | 48.9\% | 28.8\% | 114,912 |
| 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\% | 32.1\% | 142,705 |
| 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\% | 37.0\% | 116,190 |
| 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\% | 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 | 612 | 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 |
| 3 | 645 | PCY 12 | 3,256,648 | 221,435 | 3,035,213 | $\frac{1,474,0}{2,335,51}$ | 149,296 | 1,623,367 | 280,000 | 274,918 | 96,684 | 651,602 | 55.8\% | 22.4\% | 52,492 |
| 13 | 770 | PCY 11 | 3,837,793 | 374,472 | 3,463,321 | 3,701,814 | 244,828 | 3,946,643 |  |  | 134,30 | 735,719 | 82.0\% | 24.2\% | 59,068 |
| 18 | 765 | PCY 10 | 4,272,140 | 384,425 | 3,887,715 | 2,638,627 | 190,410 | 2,829,037 |  |  |  | 809,071 | 114.0\% | 23.4\% | 96,274 |
| 7 | 906 | PCY 9 | 4,950,171 | 420,728 | 4,529,443 | 2,883,240 | 203,542 | 3,086,783 |  |  |  | 904,085 | 72.8\% | 23.3\% | 234,986 |
| 13 | 768 | PCY 8 | 5,519,169 | 372,790 | 5,146,379 | 3,448,667 | 242,661 | 3,691,327 | 375,000 | 400,364 |  | 907,69 | 68.1\% | 20.0 | 263,024 |
| 10 | 654 | PCY 7 | 5,193,427 | 341,935 | 4,851,492 | 2,045,259 | 131,394 | 2,176,653 | 390,000 | 422,122 | 158,861 | 3 | 74.7\% | 18.6\% | 245,802 |
| 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 |  | 21.4\% | 81,601 |
| 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 |  |  | 21.4\% | 52,768 |
| 7 | 598 | 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 | 73.6 | 24.0\% | 72,925 |
| 5 | 696 | 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 | 51.4 | 23.7\% | 70,104 |
| 16 | 742 | PCY 2 | 5,460,344 | 432,750 | 5,027,594 | 3,047,111 | 152,849 | 3,199,961 | 596,571 | 291,845 | 383,143 | 975,782 | 40.8 | 22.0\% | 71,861 |
| 26 | 724 | PCY 1 | 5,261,044 | 456,352 | 4,804,692 | 1,779,253 | 144,068 | 1,923,321 | 628,560 | 291,393 | 0,117 | 1,271,559 | 63.6\% | 25.3\% | 107,601 |
| 203 | 602 | CCY | 3,867,281 | 356,041 | 3,511,240 | 1,321,212 | 68,732 | 1,389,944 | 659,520 | 160,183 | 223,520 | 1043,22 | 40.0\% | 23.1\% | 128,600 |

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 |
|  | $\$ \mathbf{1 4 , 9 1 9 , 0 8 4}$ |  |


| 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


September 30, 2016


September 30, 2016

| REVENUE FUND | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2016 | Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Accrued To Date | Accrued To Date | Accrued To Date | Accrued To Date | Accrued To Date | Accrued <br> To Date | Accrued To Date | Accrued To Date | Accrued To Date | Budget | Accrued To Date |
| Direct Premium Earned Interest Income Miscellaneous Income | $\begin{array}{lr} \$ & 5,519,169 \\ \$ & 245,802 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \hline \$ 5,193,427 \\ \$ & 81,601 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \hline \$ 5,213,859 \\ \$ & 52,768 \\ \$ & - \end{array}$ | $\begin{array}{\|rr} \$ 4,442,326 \\ \$ & 72,925 \\ \$ & 1,441 \end{array}$ | $\begin{array}{lr} \$ 4,484,533 \\ \$ & 70,104 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \hline \$ 4,853,835 \\ \$ & 71,861 \\ \$ & - \end{array}$ | $\begin{array}{lr} \$ 5,460,344 \\ \$ & 107,601 \\ \$ & \end{array}$ | $\begin{array}{\|lr} \$ & 5,261,044 \\ \$ & 128,600 \\ \$ & - \end{array}$ | $\begin{array}{lr} \$ 3,867,281 \\ \$ & 119,073 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \$ & 5,320,000 \\ \$ & 125,000 \\ \$ & - \end{array}$ | $\begin{array}{rr} \$ & 79,994,605 \\ \$ & 2,504,693 \\ \$ & 10,701 \end{array}$ |
| 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 | $\$ \quad 1,736$ | $\$ \quad 12,095$ | \$ 8,377 | \$ 18,678 | $\$ \quad 9,121$ | $\$ \quad 38,770$ | \$ 51,418 | \$ 46,014 | \$ | \$ 238,470 |
| IBNR Reserve Expense | $\$ \quad 63,066$ | $\$ \quad 156,669$ | $\$ \quad 115,770$ | \$ 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 |
|  | \$ 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 |
| 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 |
| Accumulated Balance | \$ 1,135,030 | \$ 2,778, | 56 | 979 | \$ 3,638,216 | 20 | \$ 5,493,498 | \$ 5,785,854 | \$ 5,557,444 |  |  |

KMIT Admin Expenses
September 30, 2016

|  |  | 1994 |  | 1995 |  | 1996 |  | 1997 |  | 1998 |  | 1999 |  | 2000 |  | 2001 |  | 2002 |  | 2003 |  | 2004 |  | 2005 |  | 2006 |  | 2007 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Closed |  | Closed |  | Closed |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued <br> To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued <br> To Date |  | Accrued 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 |  |  | \$ | 6,971 | \$ | 976 | \$ | 5,318 |  | 1,206 | \$ |  |  | 149 | \$ |  | \$ |  | \$ |  | \$ |  | \$ |  |  |  |  |  |
| Contingencies/Miscellaneous |  | - | \$ | 8,984 | \$ | 2,596 | \$ | 3,913 | \$ | 5,357 | \$ | 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 | \$ | 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 | \$ | 12,847 | \$ | 18,402 | \$ | 13,177 | \$ | 10,823 | \$ | 13,893 | \$ | 18,215 | \$ | 19,568 | \$ | 18,564 | \$ | 24,377 | \$ | 29,017 | \$ | 30,168 | \$ | 34,004 | \$ | 40,212 | \$ | 46,194 |
| KID Pool Assessment | \$ | 9,407 |  |  | \$ | 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 | \$ | 64,034 | \$ | 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 | \$ |  | \$ | - | \$ |  | \$ |  | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |  | - |
| POET | \$ | 77,478- |  | - ${ }^{-}$ | \$ | - ${ }^{-}$ | \$ | - ${ }^{-}$ | \$ | - | \$ | - | \$ | - | \$ | - ${ }^{-}$ | \$ | - ${ }^{-}$ | \$ | - | \$ | - | \$ | - ${ }^{-}$ | \$ | - |  | - ${ }^{-}$ |
| 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 | \$ | - |  | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | S | - |
| Web Hosting | \$ | - |  | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |  |  |
| Endorsement Fee | \$ | - | p | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | $\$$ | - | \$ | - |  | - | \$ | - | \$ | - | \$ | - |
| Sub Total | \$ | 380,528 | \$ | 502,900 | \$ | 432,236 | \$ | 412,518 | \$ | 394,721 | \$ | 359,144 | \$ | 366,672 | S | 350,536 | \$ | 403,336 | \$ | 481,918 | F | 516,368 | \$ | 529,264 | \$ | 597,566 | \$ | 620,006 |
| Administration Fund Expense | \$ | 477,137 | P | 601,545 | \$ | 492,669 | \$ | 527,664 | \$ | 490,167 | \$ | 454,692 | \$ | 450,827 | \$ | 437,018 | \$ | 533,041 | \$ | 649,336 | $\beta$ | 739,007 | \$ | 815,793 | \$ | 908,771 | \$ | 918,758 |

## KMIT Admin Expenses

September 30, 2016

| GENERAL EXPENSES | 2008 |  | 2009 |  | 2010 |  | 2011 |  | 2012 |  | 2013 |  | 2014 |  | 2015 |  | 2016 |  | 2016 |  | Total |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued <br> To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Budget |  | Accrued <br> To Date |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Agent Commissions |  | 88,532 | \$ | 94,214 | \$ | 93,637 | \$ | 82,860 | \$ | 96,481 | \$ | 102,636 | \$ | 97,189 | \$ | 97,505 | \$ | 63,340 | \$ | 100,000 | \$ | 1,176,382 |
| Directors and Officers Insurance |  | 18,542 | \$ | 15,857 | \$ | 15,942 | \$ | 16,038 | \$ | 16,488 | \$ | 17,224 | \$ | 15,956 | \$ | 15,667 | \$ | 11,977 | \$ | 18,000 | \$ | 164,547 |
| Meetings/Travel | \$ |  | \$ |  | \$ |  | \$ | 829 | \$ | 4,881 | \$ | 19,334 | \$ | 29,749 | \$ | 19,897 | \$ | 10,597 | \$ | 20,000 |  | 99,906 |
| Contingencies/Miscellaneous | \$ | 26,155 | \$ | 34,318 | \$ | 2,657 | \$ | 1,708 | \$ | 3,175 | \$ | 3,623 | \$ | 4,385 | \$ | 3,884 | \$ | 1,876 | \$ | 6,000 |  | 358,691 |
| Bank Fees | \$ | 2,638 | \$ | 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 | \$ | 502 | \$ | 1,000 | \$ | 1,588 |
| Office Supplies | \$ | - | \$ |  | \$ |  | \$ |  | \$ | 1,112 | \$ | 1,830 | \$ | 3,732 | \$ | 4,485 | \$ | 2,806 | \$ | 5,000 | \$ | 13,964 |
| Sub Total | \$ | 135,867 | \$ | 147,147 | \$ | 121,475 | \$ | 107,167 | \$ | 126,735 | \$ | 152,627 | \$ | 155,632 | \$ | 147,469 | \$ | 95,738 | \$ | 158,000 | \$ | 1,869,715 |
| REGULATORY |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Kansas Insurance Dept (KID) Premium Tax | \$ | 54,139 | \$ | 48,525 | \$ | 49,030 | \$ | 40,919 | \$ | 43,445 | \$ | 44,349 | \$ | 51,057 | \$ | 47,827 | \$ | 35,112 | \$ | 50,000 | \$ | 743,864 |
| KID Pool Assessment | \$ | 3,409 | \$ | 3,476 | \$ | 3,500 | \$ | 3,000 | \$ | - | \$ | - | \$ |  | \$ | - | \$ | - | \$ |  | \$ | 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 | \$ | 36,173 | \$ | 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 | \$ | 14,000 | \$ | 14,250 | \$ | 14,250 |  | 15,000 | \$ | 14,500 | \$ | - | \$ | 15,000 | \$ | 216,395 |
| Risk Management | \$ | 70,000 | \$ | 70,000 | \$ | 70,000 | \$ | 70,000 | \$ | 70,000 | \$ | 170,000 | \$ | 170,000 | \$ | 170,000 |  | 190,000 | \$ | 170,000 | \$ | 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 | \$ | 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 | \$ | 220,000 | \$ | 225,000 | \$ | 225,000 | \$ | 230,000 | \$ | 230,004 | \$ | 75,600 | \$ | 81,900 | \$ | 98,560 | \$ | 109,520 | \$ | 100,000 | \$ | 3,868,600 |
| Payroll Audits | \$ | 18,370 | \$ | 17,617 | \$ | 19,173 | \$ | 19,000 | \$ | 16,318 | \$ | 16,000 | \$ | 20,143 | \$ | 19,923 | \$ | 454 | \$ | 22,000 | - | 209,212 |
| Rating Services | \$ | - | \$ | - | \$ | - | \$ | 22,650 | \$ | 6,636 |  | 18,702 | \$ | 10,887 | \$ | 754 | \$ | 15,459 |  |  |  | 75,088 |
| Web Hosting | \$ | - | \$ | - | \$ | - | \$ | 1,155 | \$ | 1,187 |  | 2,663 | \$ | 3,439 | \$ | 2,846 | \$ | 1,455 | \$ | - | \$ | 12,744 |
| Endorsement Fee | \$ | - | \$ | - | \$ | - | \$ |  | \$ | - | \$ | 70,000 | \$ | 70,000 | \$ | 70,000 | \$ | 17,500 | \$ | 70,000 | \$ | 227,500 |
| Sub Total | \$ | 639,497 | \$ | 664,975 | \$ | 699,738 | \$ | 698,827 | S | 680,133 | \$ | 714,119 | \$ | 731,842 | \$ | 772,461 | \$ | 723,965 | \$ | 802,000 |  | 12,673,270 |
| Administration Fund Expense | \$ | 952,965 | \$ | 956,331 |  | 1,026,347 | \$ | 964,700 | \$ | 932,876 |  | ,005,600 |  | ,074,519 |  | ,098,003 | \$ | 977,506 |  | ,210,000 |  | 17,485,272 |

## KMIT Balance Sheet

October 31, 2016

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

| 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 | $\$$ | $\mathbf{8 , 8 9 6 , 2 0 7}$ |
| Total Equity | $\$$ | $\mathbf{5 , 5 6 7 , 7 8 2}$ |
|  | $\mathbf{1 4 , 4 6 3 , 9 8 9}$ |  |

KMIT Financial Overview


October 31, 2016


October 31, 2016

| REVENUE FUND | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2016 | Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Accrued To Date | Accrued To Date | Accrued To Date | Accrued To Date | Accrued To Date | Accrued To Date | Accrued To Date | Accrued To Date | Accrued To Date | Budget | Accrued To Date |
| Direct Premium Earned Interest Income Miscellaneous Income | $\begin{array}{lr} \$ 5,519,169 \\ \$ & 245,802 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \hline \$ 5,193,427 \\ \$ & 81,601 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \hline \$ 5,213,859 \\ \$ & 52,768 \\ \$ & - \end{array}$ | $\begin{array}{\|rr} \hline \$ 4,442,326 \\ \$ & 72,925 \\ \$ & 1,441 \end{array}$ | $\begin{array}{\|lr} \$ 4,484,533 \\ \$ & 70,104 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \$ & 4,853,835 \\ \$ & 71,861 \\ \$ & - \end{array}$ | $\begin{array}{lr} \$ 5,460,344 \\ \$ & 107,601 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \hline \$ 5,261,044 \\ \$ & 128,600 \\ \$ & - \end{array}$ | $\$ 4,297,496$  <br> $\$$ 133,029 <br> $\$$ - | $\begin{array}{\|lr} \$ & 5,320,000 \\ \$ & 125,000 \\ \$ & - \end{array}$ | $\begin{array}{\|rr} \$ & 80,424,821 \\ \$ & 2,518,648 \\ \$ & 10,701 \end{array}$ |
| 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 | \$ 372,790 | \$ 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 |
|  |  |  |  |  |  |  |  |  |  |  |  |
| 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 |
|  |  |  |  |  |  |  |  |  |  |  |  |

KMIT Admin Expenses
October 31, 2016

| GENERAL EXPENSES |  | 1994 | 1995 |  | 1996 |  | 1997 |  | 1998 |  | 1999 |  | 2000 |  | 2001 |  | 2002 |  | 2003 |  | 2004 |  | 2005 |  | 2006 |  | 2007 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Closed | Closed |  | Closed |  | Accrued <br> To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued <br> To Date |  | Accrued To Date |  | Accrued <br> To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued <br> To Date |  | Accrued <br> To Date |  | Accrued To Date |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 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 | \$ |  | \$ | 6,971 | \$ | 976 |  | 5,318 |  | 1,206 | \$ |  | \$ | 149 | \$ |  | \$ |  | \$ |  | \$ |  | \$ |  |  |  |  |  |
| Contingencies/Miscellaneous | \$ |  | \$ | 8,984 | \$ | 2,596 | \$ | 3,913 | \$ | 5,357 | \$ | 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 | \$ | 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 | \$ | 12,847 | \$ | 18,402 | \$ | 13,177 | \$ | 10,823 | \$ | 13,893 | \$ | 18,215 | \$ | 19,568 | \$ | 18,564 | \$ | 24,377 | \$ | 29,017 | \$ | 30,168 | \$ | 34,004 | \$ | 40,212 |  | 46,194 |
| KID Pool Assessment | \$ | 9,407 |  |  | \$ | 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 | \$ | 64,034 | \$ | 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 | \$ |  | \$ |  | \$ |  | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |  | - |
| 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 | \$ | - | \$ | - |  | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | + | - | \$ | - | , | - | \$ | - | P | - |  | - |
| Web Hosting | \$ | - | \$ | - |  | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |  | - |
| Endorsement Fee | $\$$ | - | \$ |  | \$ | - | \$ | - | \% | - | \$ | - | 5 | - | \% | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |  | - |
| Sub Total | \$ | 380,528 | 5 | 502,900 | \$ | 432,236 | \$ | 412,518 | \$ | 394,721 | \$ | 359,144 | \$ | 366,672 | S | 350,536 | \$ | 403,336 | \$ | 481,918 | - | 516,368 | \$ | 529,264 | \$ | 597,566 | 5 | 620,006 |
| Administration Fund Expense | \$ | 477,137 | \$ | 601,545 | \$ | 492,669 | P | 527,664 | F | 490,167 | \$ | 454,692 | P | 450,827 | P | 437,018 | \$ | 533,041 | \$ | 649,336 | \$ | 739,007 | \$ | 815,793 | \$ | 908,771 | \$ | 918,758 |

## KMIT Admin Expenses

October 31, 2016

| GENERAL EXPENSES | 2008 |  | 2009 |  | 2010 |  | 2011 |  | 2012 |  | 2013 |  | 2014 |  | 2015 |  | 2016 |  | 2016 |  | Total |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Accrued To Date |  | Accrued <br> To Date |  | Accrued To Date |  | Accrued <br> To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Budget |  | Accrued <br> To Date |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Agent Commissions |  | 88,532 | \$ | 94,214 | \$ | 93,637 | \$ | 82,860 | \$ | 96,481 | \$ | 102,636 | \$ | 97,189 | \$ | 97,505 | \$ | 72,695 | \$ | 100,000 | \$ | 1,185,736 |
| Directors and Officers Insurance |  | 18,542 | \$ | 15,857 | \$ | 15,942 | \$ | 16,038 | \$ | 16,488 | \$ | 17,224 | \$ | 15,956 | \$ | 15,667 | \$ | 13,308 | \$ | 18,000 | \$ | 165,878 |
| Meetings/Travel | \$ |  | \$ |  | \$ |  | \$ | 829 | \$ | 4,881 | \$ | 19,334 | \$ | 29,749 | \$ | 19,897 | \$ | 12,064 | \$ | 20,000 |  | 101,373 |
| Contingencies/Miscellaneous | \$ | 26,155 | \$ | 34,318 | \$ | 2,657 | \$ | 1,708 | \$ | 3,175 | \$ | 3,623 | \$ | 4,385 | \$ | 3,884 | \$ | 1,876 | \$ | 6,000 |  | 358,691 |
| Bank Fees | \$ | 2,638 | \$ | 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 | \$ | 502 | \$ | 1,000 | \$ | 1,588 |
| Office Supplies | \$ | - | \$ |  | \$ |  | \$ |  | \$ | 1,112 | \$ | 1,830 | \$ | 3,732 | \$ | 4,485 | \$ | 5,946 | \$ | 5,000 | \$ | 17,104 |
| Sub Total | \$ | 135,867 | \$ | 147,147 | \$ | 121,475 | \$ | 107,167 | \$ | 126,735 | \$ | 152,627 | \$ | 155,632 | \$ | 147,469 | \$ | 111,192 | \$ | 158,000 | \$ | 1,885,168 |
| REGULATORY |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Kansas Insurance Dept (KID) Premium Tax | \$ | 54,139 | \$ | 48,525 | \$ | 49,030 | \$ | 40,919 | \$ | 43,445 | \$ | 44,349 | \$ | 51,057 | \$ | 47,827 | \$ | 35,112 | \$ | 50,000 | \$ | 743,864 |
| KID Pool Assessment | \$ | 3,409 | \$ | 3,476 | \$ | 3,500 | \$ | 3,000 | \$ | - | \$ | - | \$ |  | \$ |  | \$ | - | \$ |  | \$ | 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 | \$ | 36,173 | \$ | 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 | \$ | 14,000 | \$ | 14,250 | \$ | 14,250 | \$ | 15,000 | \$ | 14,500 | \$ | - | \$ | 15,000 | \$ | 216,395 |
| Risk Management | \$ | 70,000 | \$ | 70,000 | \$ | 70,000 | \$ | 70,000 | \$ | 70,000 | \$ | 170,000 | + | 170,000 | \$ | 170,000 | \$ | 190,000 | \$ | 170,000 | \$ | 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 | \$ | 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 | \$ | 220,000 | \$ | 225,000 | \$ | 225,000 | \$ | 230,000 | \$ | 230,004 | \$ | 75,600 | \$ | 81,900 | \$ | 98,560 | \$ | 100,300 | \$ | 100,000 | + | 3,859,380 |
| Payroll Audits | \$ | 18,370 | \$ | 17,617 | \$ | 19,173 | \$ | 19,000 | \$ | 16,318 | \$ | 16,000 | + | 20,143 | \$ | 19,923 | \$ | 454 | \$ | 22,000 | \$ | 209,212 |
| Rating Services | \$ | - | \$ | - | \$ | - | \$ | 22,650 | \$ | 6,636 | + | 18,702 | \$ | 10,887 | + | 754 | \$ | 27,009 | \$ |  |  | 86,638 |
| Web Hosting | \$ | - | \$ | - | \$ | - | \$ | 1,155 | \$ | 1,187 | \$ | 2,663 | \$ | 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 | S | 680,133 | \$ | 714,119 | \$ | 731,842 | \$ | 772,461 | \$ | 770,077 | \$ | 802,000 |  | 12,719,382 |
| Administration Fund Expense | \$ | 952,965 | \$ | 956,331 |  | 1,026,347 | \$ | 964,700 | \$ | 932,876 |  | ,005,600 |  | ,074,519 |  | ,098,003 |  | ,039,071 |  | ,210,000 |  | 17,546,837 |

## KMIT Balance Sheet

November 30, 2016 ASSETS

| Checking Accounts | $\$$ | 819,921 |
| ---: | ---: | ---: |
| Investments | $\$$ | $12,949,571$ |
| Accrued Interest | $\$$ | 138,838 |
| Accounts Receivable | $\$$ | 687 |
| Excess Premium Receivable | $\$$ | 22,030 |
| Specific Recoverable | $\$$ | 343,354 |
| Aggregate Recoverable | $\$$ | 8,559 |
| Prepaid Expenses | $\$$ | 50,447 |
| Total Assets | $\mathbf{\$ 1 4 , 3 3 3 , 4 0 7}$ |  |


| LIABILITIES \& EQUITY |  |  |
| ---: | ---: | ---: |
| 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 | $\$$ | $\mathbf{8 , 7 0 7 , 1 7 6}$ |
| Total Equity | $\mathbf{\$}$ | $\mathbf{5 , 6 2 6 , 2 3 0}$ |
|  | $\mathbf{1 4 , 3 3 3 , 4 0 7}$ |  |

KMIT Financial Overview


November 30, 2016


November 30, 2016

| REVENUE FUND | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2016 | Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Accrued To Date | Accrued To Date | Accrued To Date | Accrued To Date | Accrued To Date | Accrued <br> To Date | Accrued To Date | Accrued To Date | Accrued To Date | Budget | Accrued To Date |
| Direct Premium Earned Interest Income Miscellaneous Income | $\begin{array}{lr} \$ & 5,519,169 \\ \$ & 245,802 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \hline \$ 5,193,427 \\ \$ & 81,601 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \hline \$ 5,213,859 \\ \$ & 52,768 \\ \$ & - \end{array}$ | $\begin{array}{\|rr} \$ 4,442,326 \\ \$ & 72,925 \\ \$ & 1,441 \end{array}$ | $\begin{array}{lr} \$ 4,484,533 \\ \$ & 70,104 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \hline \$ 4,853,835 \\ \$ & 71,861 \\ \$ & - \end{array}$ | $\begin{array}{rr} \$ & 5,460,344 \\ \$ & 107,601 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \$ & 5,261,044 \\ \$ & 128,600 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \hline \$ 4,727,712 \\ \$ & 146,672 \\ \$ & - \end{array}$ | $\begin{array}{\|lr} \$ & 5,320,000 \\ \$ & 125,000 \\ \$ & - \end{array}$ | $\begin{array}{rr} \$ & 80,855,037 \\ \$ & 2,532,292 \\ \$ & 10,701 \end{array}$ |
| 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 |
| Claims Reserve Expense | \$ 136,309 | \$ 15,227 | \$ 108,337 | \$ 231,202 | \$ 146,637 | \$ 63,311 | \$ 358,147 | \$ 229,823 | \$ 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 |
| IBNR Reserve Expense | \$ 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 |  | $\$$ |  |  | $\$$ |  | \$ $(200,306)$ | $\$$ | \$ | \$ | $\$ \quad(343,354)$ |
| Specific Recovery Expense | $\$$ | \|\$ | $\$$ |  | \$ $(53,999)$ | \|\$ | $\$ \quad(9,965)$ |  | \$ | \$ | $\$(1,824,682)$ |
| 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 |  |  |  |  |  |  |  |  |  |  |  |
| 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 | \$ 1,135,030 | \$ 2,778,469 | \$ 2,447,056 | \$ 2,616,979 | \$ 3,638,030 | \$ 4,953,034 | \$ 5,480,946 | \$ 5,773,302 | \$ 5,626,230 |  |  |

KMIT Admin Expenses
November 30, 2016

|  |  | 1994 |  | 1995 |  | 1996 |  | 1997 |  | 1998 |  | 1999 |  | 2000 |  | 2001 |  | 2002 |  | 2003 |  | 2004 |  | 2005 |  | 2006 |  | 2007 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Closed |  | Closed |  | Closed |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued <br> To Date |  | Accrued To Date |  | Accrued <br> To Date |  | Accrued 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 | \$ |  | \$ | 6,971 | \$ | 976 |  | 5,318 |  | 1,206 | \$ |  |  | 149 |  |  | \$ |  |  |  | \$ |  |  |  | \$ |  |  |  |
| Contingencies/Miscellaneous | \$ |  | \$ | 8,984 | \$ | 2,596 | \$ | 3,913 |  | 5,357 | \$ | 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 |  | 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 | \$ | 12,847 | \$ | 18,402 | \$ | 13,177 | \$ | 10,823 | \$ | 13,893 | \$ | 18,215 | \$ | 19,568 | \$ | 18,564 | \$ | 24,377 | \$ | 29,017 | \$ | 30,168 | \$ | 34,004 | \$ | 40,212 | \$ | 46,194 |
| KID Pool Assessment | \$ | 9,407 |  |  | \$ | 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 | \$ | 64,034 | \$ | 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 | \$ | - | \$ | - | \$ | - | \$ |  | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |  | - |
| 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 | \$ | - |  | - | \$ | - | S | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 10,088 | \$ | 9,840 | \$ | 12,042 | \$ | - | \$ | 14,562 | \$ | 15,684 |
| Rating Services | \$ | - |  | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |  | - |
| Web Hosting | \$ | - |  | - | \$ | - |  | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ |  |  | - |  |  |
| Endorsement Fee | \$ |  | $p$ | - | \$ |  | \$ |  | \$ | - | $\$$ |  | \$ | - | \% | - | \$ | - | \$ |  | \$ |  | \$ |  | \$ | - | ; |  |
| Sub Total | \$ | 380,528 | ; | 502,900 | \$ | 432,236 | \$ | 412,518 | \$ | 394,721 | \$ | 359,144 | \$ | 366,672 | S | 350,536 | \$ | 403,336 | \$ | 481,918 | \$ | 516,368 | \$ | 529,264 | \$ | 597,566 | \$ | 620,006 |
| Administration Fund Expense | \$ | 477,137 | S | 601,545 | \$ | 492,669 | \$ | 527,664 | \$ | 490,167 | \$ | 454,692 | \$ | 450,827 | \$ | 437,018 | \$ | 533,041 | \$ | 649,336 | \$ | 739,007 | p | 815,793 | \$ | 908,771 | S | 918,758 |

## KMIT Admin Expenses

November 30, 2016

| GENERAL EXPENSES | 2008 |  | 2009 |  | 2010 |  | 2011 |  | 2012 |  | 2013 |  | 2014 |  | 2015 |  | 2016 |  | 2016 |  | Total |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued <br> To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Accrued To Date |  | Budget |  | Accrued <br> To Date |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Agent Commissions |  | 88,532 | \$ | 94,214 | \$ | 93,637 | \$ | 82,860 | \$ | 96,481 | \$ | 102,636 | \$ | 97,189 | \$ | 97,505 | \$ | 82,050 | \$ | 100,000 | \$ | 1,195,091 |
| Directors and Officers Insurance |  | 18,542 | \$ | 15,857 | \$ | 15,942 | \$ | 16,038 | \$ | 16,488 | \$ | 17,224 | \$ | 15,956 | \$ | 15,667 | \$ | 14,639 | \$ | 18,000 | \$ | 167,209 |
| Meetings/Travel | \$ |  | \$ |  | \$ |  | \$ | 829 | \$ | 4,881 | \$ | 19,334 | \$ | 29,749 | \$ | 19,897 | \$ | 21,201 | \$ | 20,000 |  | 110,511 |
| Contingencies/Miscellaneous | \$ | 26,155 | \$ | 34,318 | \$ | 2,657 | \$ | 1,708 | \$ | 3,175 | \$ | 3,623 | \$ | 4,385 | \$ | 3,884 | \$ | 2,594 | \$ | 6,000 |  | 359,409 |
| Bank Fees | \$ | 2,638 | \$ | 2,758 | \$ | 9,239 | \$ | 5,776 | \$ | 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 | \$ | 5,000 | \$ | 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 | \$ | 49,030 | \$ | 40,919 | \$ | 43,445 | \$ | 44,349 | \$ | 51,057 | \$ | 47,827 | \$ | 35,112 | \$ | 50,000 | \$ | 743,864 |
| KID Pool Assessment | \$ | 3,409 |  | 3,476 | \$ | 3,500 | \$ | 3,000 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ |  | \$ | 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 | \$ | 36,173 | \$ | 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 | \$ | 14,000 | \$ | 14,250 | \$ | 14,250 |  | 15,000 | \$ | 14,500 | \$ | - | \$ | 15,000 | \$ | 216,395 |
| Risk Management | \$ | 70,000 | \$ | 70,000 | \$ | 70,000 | \$ | 70,000 | \$ | 70,000 | \$ | 170,000 | \$ | 170,000 | \$ | 170,000 | \$ | 190,000 | \$ | 170,000 | \$ | 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 | \$ | 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 | \$ | 100,000 | + | 3,850,160 |
| Payroll Audits | \$ | 18,370 | \$ | 17,617 | \$ | 19,173 | \$ | 19,000 | \$ | 16,318 | \$ | 16,000 | + | 20,143 | \$ | 19,923 | \$ | 454 | \$ | 22,000 | \$ | 209,212 |
| Rating Services | \$ | - | \$ | - | \$ | - | \$ | 22,650 | \$ | 6,636 | + | 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 | S | 680,133 | \$ | 714,119 | \$ | 731,842 | \$ | 772,461 | \$ | 774,384 | \$ | 802,000 |  | 12,723,689 |
| Administration Fund Expense | \$ | 952,965 | \$ | 956,331 |  | 1,026,347 | \$ | 964,700 | \$ | 932,876 |  | ,005,600 |  | ,074,519 |  | ,098,003 | \$ 1, | ,064,767 |  | ,210,000 |  | 7,572,533 |

## KMIT Cash/Investment Summary

## December 31, 2014--November 30, 2016




## CLAIM SUMMARY-SETTLEMENT REQUEST

Employer: City of Newton
Claim No.: 2016073580
Employee Age: 45
AWW: \$1,762.40
Attorneys: Employee -No
Adjuster: Gene Miller

Date of Injury: 4/5/16
Job Description: Finance
Updated: 11/18/16
TTD Rate: \$610.00
Employer -No

|  | 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 $\mathbf{1 2 \%}$ BAW disability rating.


## Subrogation/Other Issues

- No source for subrogation or contribution.

Plan of Action:

- Request settlement authority to $\mathbf{\$ 3 0 , 3 7 8}$.
- $\mathbf{4 1 5 - 0} \mathbf{- 0} \mathbf{4 1 5 \times 1 2 \%}=19.8 \times \$ 610=\$ 30,378$
- 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
Employee Age: 55
AWW: \$877.31
Attorneys: Employee -NA
Adjuster: Gene Miller

Date of Injury: 10/11/16
Job Description: Wastewater
Updated: 12/1/16
TTD Rate: \$584.87
Employer -NA

|  | 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
Claim No.: 2016074602
Employee Age: 63
AWW: \$236.84
Attorneys: Employee -NA
Adjuster: Gene Miller

Date of Injury: 8/24/16
Job Description: Court Clerk
Updated: 12/1/16
TTD Rate: $\$ 157.89$
Employer -NA

|  | 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 | $\$ 18,945.62$ | $\$ 1,037.56$ | $\$ 552.18$ | $\$ \mathbf{2 0 , 5 3 5 . 3 6}$ |
| 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
Claim No.: 2016075002
Employee Age: 53
AWW: \$1,030.31
Attorneys: Employee - NA
Adjuster: Gene Miller

Date of Injury: 10/17/16
Job Description: Fire Captain
Updated: 11/30/16
TTD Rate: \$627.00
Employer -NA

|  | 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 | $\$ 1,727,850$ | $\mathbf{7 1 4}$ |

## 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 | EIDorado | 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 | Excess Workers' Compensation | Excess Workers Compensation | Excess Workers' Compensation | Excess Workers' Compensation | Excess Workers Compensation |
| 3 | Excess Carrier | Safety National | Safety National | Safety National | Safety National | Safety National | 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 | A $\times$ | A X | A X | 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 | Trustees E\&O for Self Insured Funds | Trustees E\&O for Self Insured Funds | Trustees E\&O for Self Insured Funds | Trustees E\&O for Self Insured Funds | Trustees E\&O for Self Insured Funds | Trustees E\&O for Self Insured Funds | Trustees E\&O for Self Insured Funds | Trustees E\&O for Self Insured Funds | Trustees E\&O for Self Insured Funds |
| 3 | Carrier | Lloyd's of London | Lloyd's of London | Lloyd's of London | Lloyd's of London | Lloyd's of London | Lloyd's of London | Lloyd's of London | Lloyd's of London | Lloyd's of London | Lloyd's of London |
| 4 | Policy Form | Claims Made | Claims Made | Claims Made | Claims Made | Claims Made | Claims Made | Claims Made | Claims Made | 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 | Declined | Declined | Declined | Declined | Declined | Declined | 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*

| REVENUES | 2014 <br> Actual | $\begin{gathered} \hline 2015 \\ \text { Actual } \end{gathered}$ | $\begin{aligned} & 2016 \\ & \text { YE Est } \end{aligned}$ | $\begin{gathered} 2017 \\ \text { PROPOSED } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: |
| 2 Premium Payments [1] [3] [4] | 5,460,508 | 5,260,880 | 5,070,000 | 5,052,000 |
| 3 Investment Income | 107,601 | 128,600 | 130,000 | 130,000 |
| 4 Other | - | - | - | - |
| Total Revenues | 5,568,109 | 5,389,480 | 5,200,000 | 5,182,000 |
|  |  |  |  |  |
| ADMINSTRATIVE EXPENSES |  |  |  |  |
| 8 Operational |  |  |  |  |
| 9 Meetings and Travel | 29,749 | 19,897 | 20,000 | 20,000 |
| 10 Commissions to Independent Agents | 97,110 | 97,527 | 92,000 | 95,000 |
| ${ }_{11}$ Directors and Officers (E\&O) Insurance | 15,956 | 15,667 | 16,000 | 17,000 |
| 12 Miscellaneous Expense and Cancellation Expense | 3,970 | 3,514 | 6,000 | 6,000 |
| ${ }_{13}$ Other Marketing, Contingency, Outside Legal Expense, etc. | 575 | 404 | 2,000 | 2,000 |
| 14 Bank Fees | 4,460 | 5,998 | 8,000 | 8,000 |
| 15 Office Supplies, Web Services, etc. | 7,170 | 7,329 | 9,000 | 9,000 |
| 16 Operational Sub Total | 158,991 | 150,336 | 153,000 | 157,000 |
| ${ }_{7}$ Contractual |  |  |  |  |
| 18 Pool Administrator Contract | 81,900 | 98,560 | 100,000 | 102,000 |
| 19 LKM Contract (formerly 'Endorsement Fee') | 70,000 | 70,000 | 70,000 | 70,000 |
| 20 Risk Mgt, Adminstrative, and Claims Mgt Serv's (IMA/CORnerstone) | 505,000 | 530,000 | 550,000 | 575,000 |
| ${ }^{21}$ Payroll Audits | 20,143 | 19,923 | 20,000 | 21,000 |
| ${ }^{22} \mathrm{NCCI}$ Membership and Rating Fee and Financial Audit | 26,690 | 14,557 | 27,000 | 27,000 |
| ${ }^{23}$ Actuarial Study | 15,000 | 14,500 | 15,000 | 15,000 |
| $24 \quad$ ARCPT+ 'Pilot Project' | 9,671 | - | - | - |
| 25 POET Testing--Bardavon (formerly 'Job Analysis Testing') | - | 7,425 | 10,000 | 12,000 |
| ${ }_{26} \quad$ Bardavon Network/Setup Services (formerly 'ARCPT+ Services') | - | 14,651 | 24,000 | 15,000 |
| ${ }^{27}$ Contractual Sub Total | 728,403 | 769,615 | 816,000 | 837,000 |
| ${ }_{28}$ Regulatory |  |  |  |  |
| 29 State Fees and Assessments (KID and KDOL) | 384,143 | 190,117 | 250,000 | 250,000 |
| ${ }^{30}$ Regulatory Sub Total | 384,143 | 190,117 | 250,000 | 250,000 |
| ${ }_{31} \quad$ Total Administrative Expenses ${ }_{\text {[5] }}$ | 1,271,537 | 1,110,068 | 1,219,000 | 1,244,000 |
| ${ }^{32}$ Excess Insurance Expense | 429,976 | 459,126 | 480,000 | 480,000 |
| ${ }^{3}$ ESTIMATED AVAILABLE FOR CLAIMS | 3,866,596 | 3,820,286 | 3,501,000 | 3,458,000 |
| 34 | 2014 | 2015 | 2016 | 2017 |
| 35 | Actual | Actual | YE Est | PROPOSED |
| ${ }^{36}$ Year-End Cash | 13,446,432 | 13,661,189 | 13,846,000 |  |
| ${ }_{38}^{37}$ Year-End Net Worth | 4,950,338 | 5,676,332 | 5,558,000 |  |
| ${ }^{39}$ | 2014 Actual | 2015 Actual | 2016 YE Est | 2017 Proposed |
| 40 Administrative Expenses / Revenue [2] | 22.8\% | 20.6\% | 23.4\% | 24.0\% |
| 41 Available for Claims / Revenue | 69.4\% | 70.9\% | 67.3\% | 66.7\% |
| 42 Administrative + Excess Insurance / Revenue | 30.6\% | 29.1\% | 32.7\% | 33.3\% |

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# 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 Act. The Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended from time to time.
2.2 Administrator. An individual designated by the KMIT Board of Trustees.
2.3 Agreement. 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 Bylaws. 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 Member. 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 Pool. 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 Trustee. 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.

5.1 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.
6.2 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, nonvoting 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.

9
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.
10.2 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
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.
16.7 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.

In witness whereof, the parties hereto have entered into this Agreement by the execution of this signature page which shall be attached to and be a part of this Agreement.

This Agreement is executed by $\qquad$ ,Kansas, pursuant to Article 10, 10.1(d), as a result of certain changes to the By-Laws adopted at a Special Meeting of the Members on October 7, 2012.

By: $\qquad$
Print Name: $\qquad$
Title: $\qquad$
Date: $\qquad$

## ATTEST:

By : $\qquad$
Print Name: $\qquad$
Title: $\qquad$
Date: $\qquad$
*The original KMIT By-Laws were amended on October 7, 1996, October 8, 2001, and October 7, 2012.

From:
Sent:
To:
Subject:

Don Osenbaugh [dosenbaugh@cox.net]
Tuesday, December 13, 2016 4:39 PM 'Mary Trent'
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 $i \frac{i s}{+f}$ 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 the 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

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

| From: | Don Osenbaugh [dosenbaugh@cox.net] |
| :--- | :--- |
| Sent: | Wednesday, November 30, 2016 2:19 PM |
| To: | 'Mary Trent' |
| Cc: | 'Furman, Deanna' |
| 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

| From: | Mary Trent [mary.trent@feeinsurance.com] |
| :--- | :--- |
| Sent: | Monday, November 28, 2016 4:11 PM |
| To: | dosenbaugh@cox.net |
| Subject: | 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 LLiability Pool

## PUBLISHED:

July 1, 2016
CATEGORY: UNCATEGORIZED

## TAGS:

CLAIMS, CLAIMS ADMINISTRATION
RISK MENT, 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 ties with new clients.

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.


TARGETSOLUTIONS LOGI
Email/Username:

## Password:

Forgot your password?
New User? New User? (Water/S Login

## RECENT POSTS

Don't worry. Your password is enough..
Board Member Coverage 101
Someone Got Their Hands in ) Jars?
Detecting and Dealing with Wo Opioid Abuse
Out of the Frying Pan...
Meet TRISTAR Indemnity Adju Hawkins
Augmented Reality and Actual Meet TRISTAR Property Claim Nella Rosales
Recapping the SDA Annual Cc and CSD Pool Membership Me Emergency Response Procedt Explosions

## CSD POOL TOOLBOX

TRAINING CENTER
Q WATER \& SANITATION
역 FIRE \& EMS TRAINING
图ERISK hub ${ }^{\circ}$
$\square$ SCHOLARSHIP PROGR

+ 1 SAFETY GRANTS
\%hr helpline
© GROUP PURCHASE
回publications
tarcasplum
THE UITIMATE TOOL DEPARTMENT TRA
\$ Schedule Trainii
\$ Deliver Training
\$Track Training
LEARN MORE



# 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:
$\qquad$
Now this is to certify that I, except as described below, am not now nor at any time during the past year have been:

1) A participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party; doing business with KMIT which has resulted or could result in personal benefit to me.
2) A recipient, directly or indirectly, of any salary payments or loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organization engaged in any transaction with KMIT with the exception of its member cities.

Any exceptions to 1 or 2 above are stated below with a full description of the transactions and of the interest, whether direct or indirect, which I have (or have had during the past year) in the persons or organizations having transactions with KMIT.
$\qquad$
$\qquad$
$\qquad$
$\qquad$

Date: $\qquad$
Signature: $\qquad$
Printed Name: $\qquad$

# KIIIT/LKM 2018-2020 Gintract 

## 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.
2. 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;
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 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


Tim Hardy
President
oxe: Oct, 9, 2016

League of Kansas Municipalities


Erik Sartorius
Executive Director


## 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.
c) 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.
c) 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
*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 $1^{\text {st }}$ 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. Confidentiality. 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. Term. 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. Cancellation. 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. Assignment. 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.
5. 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. Limited Warranties. 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.
7. 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. Liquidated Damages. 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. Entire Agreement. 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. Jurisdiction. 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. Execution By Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.
13. Notice. 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 <br> 3024 SW Wanamaker Road, Suite 203 <br> Topeka, KS 66614 <br> (785) 232-2202 |
| :--- | :--- |
| If to CRS: | CORnerstone Risk Solutions, LLC - c/o Paul J. Davis <br> P.O. Box 2992 <br> Wichita, KS 67201-2992 <br> (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

"CRS"
CORnerstone Risk Solutions, LLC

By: Tau /2005
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 $\mathbf{\$ 5 7 0 , 0 0 0}$. The Fee shall be due and payable in monthly installments commencing January 1, 2017 in 10 equal installments of $\$ \mathbf{5 7 , 0 0 0}$ 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.

State Advisory FORUMS 2016

## KANSAS

## October 25, 2016

Terri_Robinson@ncci.com 501-753-5180

Damon_Raben@ncci.com 561-893-3079

## Kansas Filing Activity

Voluntary Loss Cost and Assigned Risk Premium Levell Changes


## Kansas <br> January 1, 2017 Loss Cost Filing class Codes

## overall Loss Cost Level Change -8.4\%

Changes due to:


## National Economic Highlights and Their Impact on Workers Compensation

## National Economic Indicator

Private employment is expected to continue to grow slowly

Wage growth is poised to accelerate

Medical inflation is trending up

In December 2015, the Federal Reserve began raising the federal funds rate

Potential Impact on the
Workers Compensation Market
Premium increases from higher payroll and higher expected claim frequency for new workers

Upward pressure on payroll and premium as well as indemnity severity

Increased pressure on medical costs per claim

Higher interest rates mean better returns on invested funds

## Medical Inflation Is Forecast to Accelerate

US Medical Consumer Price Index Growth Rate

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

## Kansas Claim Frequency



## Kansas Workers Compensation Lost-Time Claïm Frequency

## Lost-Time Claims



## Key Takeaways-Claim Frequency



## Kansas Court of Appeals DecisionGraber 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 thusidiopathic
- 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 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 DecisionBuchanan v. JM Staffing

## Buchanan's hip and back problems are co <br> under the seconda

 Initial ankle fracture is undisputedly a compensable injurym secondary injury must be both the natural and probinjury. Aof the primary injury and caused primatural and probable consequence
marily by the work accident.
range of motion indicate that Buchanan's stiffness and loss of to limp. A doctor testified that be permanent and would cause her back pain, which wouldn't heal Buchanan's limp caused the hip and
long as she continued to limp. any preexisting evidence of any other accident-and no evidence of back pain.

- Despite mixed opinions from doctors as to the cause of pain, evidence showed that Buchanan's hip and back injuries were the


## Medical Benefits Constitute the Majority of Total Benefit Costs in Kansas

Kansas


## Kansas Average Indemnity Claim Severity



[^1]
## Kansas Indemnity Loss Distribution by Injury Type

## Kansas



## Countrywide



## Kansas Permanent Partial Disability Claim Frequency per Premium



Payroll converted to premium using the current Kansas classification loss and payroll adjusted to current wage level
costs

## Kansas Permanent Partial Disability Indemnity Average Cost per Case

Cost per Case in \$ Thousands


Policy Period at a 1st Report

[^2]
## KMIT Trustee Terms, 2001 - Present

|  |  |  |  |  |  |  |  |  | term limit |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| pos | Name | City | Title | Appointed | Elect 1 | Elect 2 | Elect 3 | Elect 4 | date | Date |
| 1 | Gary Meagher | Lindsborg | City Administrator | Jun-98 |  |  |  |  |  | Aug-98 |
| 1 | Ron Pickman | Goodland | City Manager | N/A | Oct-98 | Oct-00 | Oct-02 |  |  | Oct-04 |
| 1 | Cheryl Beatty [3] | Eudora | City Manager | N/A | Oct-04 | Oct-06 | Oct-08 |  |  | Apr-09 |
| 1 | Herb Llewellyn | El Dorado | City Manager | Jun-09 | Oct-09 [1] | Oct-10 | Oct-12 |  |  | Oct-14 |
| 1 | David Dillner | Abilene | City Manager | N/A | Oct-14 | Oct-16 | Oct-18 |  | Oct-20 |  |
| 2 | Nancy Calkins | Ft. Scott | City Clerk | N/A | Oct-00 |  |  |  |  | May-01 |
| 2 | Keith DeHaven | Sedgwick | Mayor | Jun-01 | Oct-01 | Oct-03 | Oct-05 |  |  | Jun-07 |
| 2 | Sasha Stiles | Andover | City Administrator | N/A | Oct-07 | Oct-09 | Oct-11 |  |  | Oct-13 |
| 2 | Kathy Axelson | Rose Hill | City Administrator | N/A | Oct-13 |  |  |  |  | Mar-14 |
| 2 | Randy Frazer | Moundridge | City Adm/City Clerk | May-14 | Oct-14 [1] | Oct-15 | Oct-17 | Oct-19 | Oct-21 |  |
| 3 | Cherise Tieben | Dodge City | HR Director | Jun-99 | Oct-00 |  |  |  |  | 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-08 | Oct-10 | Oot-12 |  |  | Dec-08 |
| 3 | Daron Hall | Ulysses | City Administrator | Jun-09 | Oct-09 [1] | Oct-10 |  |  |  | Mar-12 |
| 3 | Tim Hardy | Elkhart | City Administrator | Jun-12 | Oct-12 | Oct-14 | Oct-16 |  | Oct-18 |  |
| 4 | Mark Arbuthnot | Abilene | City Manager | ? | ? |  |  |  |  | Oct-01 |
| 4 | Carol Eddington | Oswego | Deputy City Clerk | N/A | Oct-01 | Oct-03 | Oct-05 |  |  | Oct-07 |
| 4 | Bobby Busch | Neodesha | City Clerk | N/A | Oct-07 | Oct-09 | Oct-11 |  |  | Oct-13 |
| 4 | Tim Vandall | Ellsworth | City Administrator | N/A | Oct-13 |  |  |  |  | May-15 |
| 4 | Janie Cox | Haysville | City Clerk | N/A | Oct-15 | Oct-17 | Oct-19 |  | Oct-21 |  |
| 5 | Paul Sasse | Independence | City Manager | ? | ? |  |  |  |  | Oct-01 |
| 5 | Cheryl Lanoue | Concordia | City Clerk | N/A | Oct-01 | Oct-03 | Oct-05 |  |  | Aug-06 |
| 5 | Sharon Brown | Clay Center | Mayor | N/A | Oct-06 [1] | Oct-07 | Oct-09 |  |  | Apr-11 |
| 5 | Debbie Price | Marysville | City Clerk | Apr-11 | Oct-11 | Oct-13 | Oct-15 |  | Oct-17 |  |
| 6 | Jane Henry | Derby | Environ/Safety Dir | N/A | Oct-96 | Oct-98 |  |  |  | May-00 |
| 6 | Shawne Boyd | Derby | HR Coord | ?-00 | Oct-00 |  |  |  |  | Oct-02 |
| 6 | David Alfaro | Augusta | Assist. City Mgr. | N/A | Oct-02 | Oct-04 |  |  |  | Apr-06 |
| 6 | Steve Archer | Arkansas City | City Manager | Apr-06 | Oct-06 | Oct-08 | Oct-10 |  |  | Dec-10 |
| 6 | Debra Mootz | Roeland Park | City Clerk/DOF | Dec-10 | Oct-11 [1] | Oct-12 |  |  |  | Aug-14 |
| 6 | Nathan McCommon | Tonganoxie | City Manager | N/A | Oct-14 | Oct-16 | Oct-18 |  |  | Oct-16 |
| 6 | Mike Webb | Edwardsville | City Manager | N/A | Oct-16 | Oct-18 | Oct-20 |  | Oct-22 |  |
| 7 | Max Mize | Kingman | Mayor | N/A | Oct-96 | Oct-98 | Oct-00 |  |  | Apr-01 |
| 7 | Gary Hobbie | Russell | City Manager | Jun-01 | Oct-01* | Oct-02 | Oct-04 | Oct-06 |  | Oct-07 |
| 7 | Larry Paine | Hillsboro | City Administrator | N/A | Oct-07 [1] | Oct-08 | Oct-10 | Oct-12 |  | Oct-14 |
| 7 | Kerry Rozman | Clay Center | City Clerk | N/A | Oct-14 | Oct-16 | Oct-18 |  | Oct-20 |  |
| 8 | Ted Stolfus | Bonner Spgs | Mayor | May-97 | Oct-99 |  |  |  |  | Apr-01 |
| 8 | Nancy Calkins | Mission | City Clerk | Jun-01 | Oct-01 [4] | Oct-02 |  |  |  | Oct-04 |
| 8 | Ty Lasher | Cheney | City Administrator | N/A | Oct-04 | Oct-06 |  |  |  | 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 |  |
| 9 | Carl Myers | Wellington | City Manager | Jul-97 | Oct-97 | Oct-99 |  |  |  | Oct-01 |
| 9 | Rhonda Schuetz | Hiawatha | City Clerk | N/A | Oct-01 | Oct-03 |  |  |  | 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-11 | Oct-13 | Oct-15 |  |  | Apr-13 |
| 9 | Fred Gress | Parsons | City Manager | Apr-13 | Oct-13 |  |  |  |  | Aug-14 |
| 9 | Ty Lasher | Bel Aire | City Manager | N/A | Oct-14 [1] | Oct-15 | Oct-17 | Oct-19 | Oct-21 |  |
| 10 | Tim Richards | Newton | Commissioner | Jul-97 | Oct-97 |  |  |  |  | Apr-99 |
| 10 | Willis Heck | Newton | Mayor | May-99 | Oct-99 | Oct-01 |  |  |  | Oct-03 |
| 10 | Linda Jones | Osage City | City Clerk | N/A | Oct-03 | Oct-05 | Oct-07 |  |  | Oct-09 |
| 10 | Doug Gerber | Goodland | City Manager | Oct-09 | Oct-11 | Oct-13 |  |  |  | Apr-14 |
| 10 | Megan Fry | Pittsburg | HR Director | Mar-14 | Oct-14 [1] | Oot-15 | Qot-17 | Oct-19 |  | Jan-15 |
| 10 | Jay Byers | Pittsburg | Assist. City Mgr. | Mar-15 | Oct-15 |  |  |  |  | Mar-16 |
| 10 | Carey Steier | Pittsburg | HR Mgr. | Mar-16 | Oct-16 | Oct-17 | Oct-19 |  | Oct-21 |  |
| 11 | Jim Beadle | De Soto | Mayor | Jan-94 | ? |  |  |  |  | Jan-97 |
| 11 | Kelly DeMeritt | Atchison | Assist. City Mgr | May-97 | Oct-97 | Oct-99 | Oct-01 |  |  | Oct-03 |
| 11 | Bill Powers | Ulysses | City Administrator | N/A | Oct-03 |  |  |  |  | Jan-04 |
| 11 | Bud Newberry [2] | Derby | City Planner | Jan-04 | Oct-04 | Oct-05 | Oct-07 |  |  | Oct-09 |
| 11 | Mac Manning | Peabody | City Adm/Clerk | Oct-09 | Oct-11 |  |  |  |  | Dec-12 |
| 11 | Michelle Stegman | Garden City | HR Director | Jan-13 | Oct-13 |  |  |  |  | Apr-15 |
| 11 | Michael Reagel | Garden City | Police Captain | May-15 | Oct-15 | Oct-17 |  |  | Oct-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 |  |  |  | 85 |  |  |  |  |  |  |

# Gilliland \＆Hayes us <br> INDIVIDUAL EXCELLENCE．TEAM STRENGTH． 

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

November 17， 2016

Kansas Municipal Insurance Trust
Don Osenbaugh
60121 SW 29 ${ }^{\text {th }}$ 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 $\$ \$ 692.50$ ．

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．

From:<br>Sent:<br>Mike O'Neal [mikeo@kansaschamber.org]<br>To:<br>Cc:<br>Subject:<br>Thursday, October 27, 2016 4:00 PM<br>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 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 $\$ 5 \mathrm{M}$ 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

This communication is from the Kansas Chamber and contains confidential and/or privileged information, and may be used only by the person or entity to which it was intended. If it has been sent to you in error, please contact the sender for instructions concerning return or destruction, and do not use or disclose the contents to others.

## From: Mike O'Neal

Sent: Tuesday, October 25, 2016 8:18 AM
To: 'Brent Sonnier' [Brent_Sonnier@oxy.com](mailto:Brent_Sonnier@oxy.com); 'Cindy Luxem' [cluxem@khca.org](mailto:cluxem@khca.org); 'Dan Osenbaugh'
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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 0'Neal

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| 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 |

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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 $5: 30 \mathrm{pm}$ 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: Patrick Feeney |
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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


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[^0]:    [1] Final premium is determinded via the annual finanical audit. FY 2016 will be audited in early 2017, therefore 2016 Est YE is pre-audit. [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.
    [5] Actuals are audited figures (2014 and 2015)

[^1]:    Based on NCCI's financial data for lost-time claims at current benefit level and developed to ultimate

[^2]:    Based on NCCI's Statistical Plan data, undeveloped 1st report losses, adjusted to current wage leve

