

# Kansas Municipal Insurance Trust

2250 N. Rock Rd. Ste 118—PMB 302 Wichita, KS 67226



2025/2026

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**Mark Westoff**  
Atchison

**Don Osenbaugh**  
Pool Administrator

Dear Agent,

KMIT renewal packets were just sent out to our member organizations. Enclosed, please find a copy of that mailing as well as your 2026 placement agreement. Please sign and return one copy of the Agreement to Kyle Johnston at the above address or sign, scan and e-mail.

Thank you for working with KMIT, we appreciate your partnership. If there are any questions or concerns, please do not hesitate to contact me or Don Osenbaugh, KMIT Pool Administrator at [dosenbaugh@cox.net](mailto:dosenbaugh@cox.net) or (316) 259-3847.

**Kyle Johnston**  
KMIT Administrative Manager  
316-266-6233  
[Kyle.Johnston@corisksol.com](mailto:Kyle.Johnston@corisksol.com)

Enc.

## 2026 PLACEMENT AGREEMENT

THIS AGREEMENT made this 1<sup>st</sup> day of January 2026, between the **Kansas Municipal Insurance Trust**, hereinafter referred to as **KMIT** and **ICI (Agency for Arkansas City)** hereinafter referred to as **BROKER**.

WHEREAS, **BROKER** is engaged in the business of procuring and placing property and casualty insurance on behalf of its customers; and

WHEREAS, **KMIT** provides insurance coverage upon the authority under the Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616 et seq. as amended; and

WHEREAS, **BROKER** has requested to place business with Kansas Municipal Insurance Trust for **BROKER'S** customers, and **KMIT** has agreed to do so on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good, valuable, and legal consideration, the receipt and sufficiency of which are hereby acknowledged, the parties here agree as follows:

1. All policies shall be billed and/or renewed directly with the policyholder by **KMIT**. Copies of all billings and correspondence shall be provided to the agent by **KMIT**. The **BROKER**, however, is responsible for the prompt submission of completed applications, claims, and any premium, which is forwarded to the **BROKER** instead of to **KMIT**.
2. **KMIT** shall pay **BROKER** commission on new and renewal workers compensation business at the rate of 7% of the **ACTUAL** premium.

**KMIT** will make original payment to the **BROKER** based on 7% on the *estimated premium*, received from the member-organization (at the time of joining the pool or renewal), and the commission will be adjusted following the determination of the actual premium amount, following the eventual payroll audit of the coverage-year payroll by the **KMIT**-contacted payroll auditor.

Thus, an adjustment to the commission originally paid on the estimated premium will almost certainly result in an adjustment to the actual commission, resulting in **KMIT** or the **BROKER** being invoiced for the difference.

Any commissions due the **BROKER** shall be payable in one lump sum within fifteen days after the end of the month in which the amount becomes due. **BROKER** is responsible for returning commissions, at the same rate as originally retained, on all policy cancellations and amendments.

3. In placing business under this Agreement with Kansas Municipal Insurance Trust, **BROKER** represents that they are a licensed agent, **BROKER**, or producer acting as the representative of the insured and they are not an agent, representative, or subagent of **KMIT**. **BROKER** agrees they have no binding authority and that no risk shall be bound without the express written authority of **KMIT**.
4. **BROKER** agrees to comply with all laws and regulations, which govern its activities hereunder including, but not limited to, maintaining required licenses. **BROKER** shall maintain errors and omissions insurance coverage and provide proof of such licensing and coverage to **KMIT** as requested.

1. BROKER shall promptly notify KMIT of any claims and /or losses and BROKER has no authority to commit KMIT to any liability in connection with any claim or loss.
2. KMIT expressly recognizes and acknowledges BROKER'S ownership of all business placed under this Agreement by BROKER. Notwithstanding such ownership, all parties agree that in the event BROKER owes any sum to KMIT at the termination of this Agreement, KMIT shall have the exclusive use and control of all expirations and renewals of such business unless and until the amount due has been paid to KMIT.
3. KMIT shall not be liable for negligent acts of the BROKER, their employees, or representatives. The BROKER shall indemnify and hold harmless KMIT from any claim or administrative or legal action including expenses or investigation and attorney's fees resulting from any alleged or actual unlawful or negligent act of the BROKER. BROKER shall not be liable for the negligent acts of KMIT, its employees, or representatives. KMIT shall indemnify and hold harmless fees resulting from any alleged or actual unlawful or negligent act of KMIT.
4. Amendments to this agreement will require the express written consent of both KMIT and BROKER.
5. In the event of a disagreement or dispute involving the interpretation of this agreement or the performance or nonperformance of KMIT and BROKER, such dispute may be submitted to arbitration with the agreement of both parties. If arbitration is agreed upon to resolve a contractual dispute, the parties shall mutually agree upon the process to be followed. Unless otherwise agreed, neither party waives their right to pursue any and all legal remedies that may be available to enforce the terms of this agreement.
6. Either party giving notice to the other may cancel this agreement at any time. In the event of cancellation, BROKER will continue to be paid commissions on all binders and policies until they expire or are placed elsewhere.
7. The laws of the State of Kansas shall govern the validity and construction of this Agreement.

DATED AND EFFECTIVE THIS 1<sup>st</sup> day of January 2026.

KANSAS MUNICIPAL INSURANCE TRUST

By: *Don Okenbaugh*

Title: KMIT Pool Administrator

Address: 2250 N. Rock Rd. Ste 118-PMB302

Wichita, KS 67226

Phone: (316) 266-6233

BROKER

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

# Kansas Municipal Insurance Trust

2250 N. Rock Rd. Ste 118—PMB 302    Wichita, KS 67226



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**Mark Westoff**  
Atchison

**Don Osenbaugh**  
Pool Administrator

Marla McFarland  
City of Arkansas City  
118 W Central  
Arkansas City, KS 67005

**COPY**

Dear Marla,

Inside, please find the 2026 KMIT quote, premium invoice, Certificate of Coverage for the 2026 renewal of your entity's workers' compensation insurance and other KMIT related documents.

Your workers' compensation premium for 2026 is \$216,395. Payment-in-full is due on or before **January 31, 2026**.

Several factors affect your annual premium, which are subject to change from year to year, including:

- Any change in your entity's payroll, by department/position;
- Any change in your entity's advance discount rate from KMIT;
- Any change in the individual class code rates (the rating cost for each job at your organization; set by the State of Kansas); individual rates change each year;
- KMIT's state-filed rate (did NOT change for 2026);
- Your organization's *Experience Modification* ('mod') rate, as determined by NCCI (the National Council for Compensation Insurance—the national rating agency used by most states, including Kansas). The mod rating is a direct reflection of your organization's recent workers' compensation loss history.

Please check over your quote sheet to confirm this is what your entity had submitted to KMIT (on your renewal application), as this is what is used on your quote.

***If you have any questions at all, please contact Kyle Johnston.***

Please mail your KMIT premium check to:

**KMIT**  
**P.O. Box 541**  
**Shawnee Mission, KS**  
**66201-0541**

Thank you very much for being a part of the KMIT family of Kansas public entities.

*Don Osenbaugh*

**Don Osenbaugh**  
KMIT Pool Administrator  
316-259-3847  
dosenbaugh@cox.net



**Kyle Johnston**  
KMIT Administrative Manager  
316-266-6233  
Kyle.Johnston@corisksol.com

Enc.



Kansas Municipal Insurance Trust  
P.O. Box 541  
Shawnee Mission, KS  
66201-0541 US  
+13162666233



**BILL TO**

Marla McFarland  
City of Arkansas City  
118 W Central  
Arkansas City, KS 67005

**SHIP TO**

Marla McFarland  
City of Arkansas City  
118 W Central  
Arkansas City, KS 67005

**INVOICE 13-3703**

**DATE** 12/01/2025 **TERMS** Net 30

**DUE DATE** 01/31/2026

ACTIVITY	QTY	RATE	AMOUNT
26 Premium 2026 Workers' Compensation Insurance Premium	1	216,395.00	216,395.00

2026 Workers' Compensation Insurance Premium

**TOTAL DUE**

**\$216,395.00**



## City of Arkansas City

### KMIT - Workers Compensation Quote for 2026

Automatically Imported From Client Site

Policy Term: January 1, 2026 - December 31, 2026

<u>Classification</u>	<u>Class Code</u>	<u>Payroll</u>	<u>Modified Rate</u>	<u>Premium</u>
Street or Road Construction: Paving or Repaving & Drivers	5506	\$263,861	3.48	\$9,189
Waterworks Operation & Drivers & Salespersons	7520	\$574,060	2.28	\$13,088
Sewage Disposal Plant Operation & Drivers	7580	\$190,794	1.87	\$3,565
Ambulance Service Companies & EMS	7705a	\$0	4.23	\$0
Firefighters and Drivers	7710	\$1,448,390	3.52	\$50,916
Firefighters and Drivers - Volunteer	7711	\$6,646	3.52	\$234
Police Officers & Drivers	7720	\$1,303,835	2.31	\$30,177
Clerical Office Employees NOC	8810	\$1,087,221	0.10	\$1,127
Attorney: All Employees & Clerical, Messengers, Drivers	8820	\$96,878	0.08	\$81
Hospital: Veterinary & Drivers	8831	\$25,921	1.17	\$304
Buildings: Operation By Owner or Lessee	9015	\$30,983	2.77	\$859
Restaurant NOC	9082	\$102,263	1.04	\$1,068
Park NOC: Employees & Drivers	9102	\$312,422	2.53	\$7,920
Cemetery Operations & Drivers	9220	\$86,723	3.44	\$2,987
Street Cleaning & Drivers	9402	\$41,520	3.52	\$1,463
Garbage, Ashes or Refuse Collection & Drivers	9403	\$319,166	6.85	\$21,852
Municipal, Township, County or State Employee NOC	9410	\$323,792	4.40	\$14,253
Totals:		\$6,214,475		\$159,084

**Make Checks Payable To:**  
KANSAS MUNICIPAL INSURANCE TRUST

**Send Payment To:**  
Kansas Municipal Insurance Trust  
PO Box 541  
Shawnee Mission, KS 66201-0541

Experience Mod:	1.51
Standard Premium:	\$240,217
Discount:	10%
Discounted Premium:	\$216,195
Expense Constant:	\$200
<b>Annual Contributions:</b>	<b>\$216,395</b>

# 2026

## *Certificate of Coverage*

### **Kansas Municipal Insurance Trust City of Arkansas City, State of Kansas**

The Governing Body for the above named Entity has upon the authority under the Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616 *et seq.*, as amended, elected to participate in the above workers' compensation cooperative for workers' compensation coverage for the period of January 1, 2026 through December 31, 2026, hereinafter termed "coverage period".

The coverages, conditions of membership and other provisions applicable to members of KMIT during the coverage period are as described in the KMIT By-laws and Intergovernmental Agreement approved by the Entity and as from time to time may be amended in actions taken by the KMIT Board of Trustees pursuant to such By-laws, and in the excess policies obtained by KMIT, certified copies of which are attached hereto and incorporated herein by reference. **KMIT provides free accident prevention services through IMA—Wichita.**

The coverages provided are those coverages required by the State of Kansas and offered through the membership in KMIT and no other and are made in consideration of the payment of the contributions by the member Entity to KMIT. All coverages are also subject to the policy terms and conditions of the excess and aggregate excess insurance coverage provided to the cooperative and its members. KMIT will retain a portion of the coverage. Workers' Compensation Benefits are pursuant to Statutory Limits. Employers' Liability Bodily Injury by Accident, limit of \$500,000 for each accident; Employers' Liability Bodily Injury by Disease, limit of \$500,000 each employee; Employers' Liability by Disease, \$500,000 policy limit.



## KAHP: A Modern Approach to Employee Health Insurance

For MANY years—seemingly since the beginning of employee health insurance coverage—cities and all other municipalities have been held hostage to the original ‘model’—that is, every city had to somehow ‘figure it out and go it alone’. Usually that meant lower benefits and higher costs, and sometimes even NO benefits for local government employees. Sadly, many small cities to this day cannot afford to provide even adequate health benefits; those which can often have no option but to stick their loyal employees with steeper cost sharing and higher deductibles, and, the ‘roller coaster ride’ of rate ups and downs often created significant budget issues.

In May of 2021, KMIT was approached to consider the development of a new health insurance model, thus began the formation of the **KMIT Association Health Plan (KAHP)**, a legal ‘subset’ of KMIT. As its name implies, KAHP is *not a pooling of resources*, rather it is the banding together of municipal entities into an **ASSOCIATION**, enabling cooperative decision making and, especially, large-group rating status—and that **large-group rating is a game changer for cities**. Built by KMIT, KAHP is a partnership between KMIT and IMA Health Benefits (Wichita), providing employees with ‘gold standard’ Blue Cross Blue Shield health insurance for themselves and their families.

KAHP officially launched on January 1, 2022, and has now grown, as of mid-November 2025, to include 31 municipalities (including The League).

### KHAP Membership (1-1-26)

